

MULVANE CITY COUNCIL
REGULAR MEETING AGENDA
Monday, November 20, 2023
7:30 p.m. – City Hall

	Pages
Call Regular Meeting to Order	
Roll Call	
Pledge of Allegiance	
Approval of Regular Meeting Minutes dated November 6, 2023	2-7
Correspondence	
Public Comments – State name and address (5 minutes)	
Appointments, Awards and Citations:	
OLD BUSINESS:	
1. 2024 Employee Benefit Renewal – Austin St. John	8-25
2. Mulvane Patriots Team Proposal and CMB License Request – Sheldon Howell	26-33
NEW BUSINESS:	
1. Friends of McConnell – Frank Carson	34-36
2. Cost Reimbursement Subaward Agreement – J. T. Klaus	37-51
3. EMS Charge Rates – Gordon Fell	52-53
4. Updated EMS Agreements – Gordon Fell	54-61
5. EMS Software Proposal – Gordon Fell	62-89
6. Kansas Fire Fighter Recruitment Grant – Gordon Fell	90-92
7. Review the Amended Budget and set the Public Hearing Date – Rachael Blackwell	93-98
ENGINEER:	
1. Engineer’s Update	99
2. Downtown Park – Prather & Main Street Paving	100-105
CITY STAFF:	
City Clerk	
City Administrator	
City Attorney	
CONSENT AGENDA:	106-118
1. City Utility Bills - \$15,921.34	
2. Payroll Dated 11/10/23 - \$227,859.39	
3. Warrant Register for October - \$1,672,734.48	
4. Final Pay Application from Nowak Const. for Rock Rd. Lift Station Force Main Modifications - \$12,558.10	
5. CMB application for Dollar General	
ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:	
1. Next City Council meeting – Monday, December 4, 2023 – 7:30 p.m.	

ADJOURNMENT

**MULVANE CITY COUNCIL
REGULAR MEETING MINUTES**

November 6, 2023

7:30 p.m.

The Mulvane City Council convened at the City Building at 211 N. Second at 7:30 p.m. Presiding was Mayor Shelly Steadman, who called the meeting to order.

COUNCIL MEMBERS PRESENT: Brent Allen, Tim Huntley, Nancy Farber Mottola, Kevin Cardwell.

OTHERS PRESENT: Austin St. John, Debra Parker, J.T. Klaus, Mike Robinson, Chris Young, Shon Gerber, Gordon Fell, Joel Pile, Branden Bohannon, Tori Bohannon, Taryn Bohannon, Sally Tatro, David Buche, Sheldon Howell.

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

APPROVAL OF REGULAR MEETING MINUTES:

MOTION by Mottola, second by Huntley to approve the Regular meeting minutes dated October 16, 2023.

MOTION approved unanimously.

CORRESPONDENCE: None

PUBLIC COMMENTS: None

APPOINTMENTS, AWARDS AND CITIATIONS:

Mayor Steadman presented Branden Bohannon with a Certificate of Appreciation for 10 years of service and thanked him for his dedicated service.

OLD BUSINESS

None

NEW BUSINESS

1. Review Employee Benefits for 2024:

Sally Tatro with USI reviewed the 2024 benefit options with the council and answered questions. Quotes for health insurance were received from BCBS and United Health Care. BCBS options included a 5.1% increase for a fully insured plan or a 9.9% decrease if renewing as a partially self-funded plan. Staff budgeted a 15% increase for the 2024 renewal. Also reviewed was the City's contribution to the employee's FSA account. Due to IRS limitations, this will be changed to a Health Reimbursement Account (HRA). Staff is requesting the addition of an Employee Assistance Program (EAP) as part of the 2024 benefits renewal and changing the company imposed waiting period from 60 days to 30 days.

Staff will research the differences between the fully insured and the partially self-funded plans, and the impact it may have on staff due to additional reporting requirements. Information for these options will be reviewed at the next City Council meeting.

The Delta Dental rates had a slight increase of 2.7% and the Surency Vision rates remained the same.

2. KPP Annual Meeting – Voting Delegates:

To vote at the KPP Energy Annual Member’s Meeting, each member city must designate a representative, and one or more alternates authorized to act in the absence of the designated representative, to serve on the KPP Energy’s Membership Committee. The governing body of each member city must appoint their representative and alternate(s).

MOTION by Mottola, second by Cardwell to designate Kevin Baker as the voting delegate and Bill Reekie as the alternate at the Annual KPP Energy Business meeting December 8, 2023.

MOTION approved unanimously.

3. Mulvane Patriots Team Proposal:

The Kansas Collegiate League Baseball (KCLB) is a summer collegiate baseball program that keeps baseball players active through the summer. The Mulvane Patriots Team will be a 501c3 non-profit entity under the Kansas Collegiate League Baseball umbrella. Sheldon Howell, KCLB Commissioner/President, presented a proposal to the council. KCLB would like to create a beer garden and requested a Cereal Malt Beverage (CMB) license from the City. A controlled area would be fenced off. CMB protocol would be followed with proper security. KCLB requested a 2-year commitment and asked for field expenses to be covered by the City and \$10,000 to cover startup expenses which includes uniforms and two (2) community buy outs. KCLB is proposing 10% of the ticket and beer sales be paid back to the City as part of the proposal. Also under consideration is another \$10,000 request if the City would like KCLB to host a firework show.

The council discussed the \$10,000 start-up costs and asked if it could be split between the 2-year commitment. The council would like to review the available balance in the Transient Guest Tax (TGT) fund before making any decisions. This item will be discussed at the next meeting after the requested information is available.

Councilmember Cardwell advised that since he is involved with the organization and on the Board, he will be abstaining from any discussion or voting on this matter.

4. KPP Solar Project:

The City of Mulvane is a member of KPP Energy, a Municipal Energy Agency, which manages the purchase of electricity for all its member cities. KPP wrote an application for a loan with a minimum of 20% loan forgiveness to construct a total capacity of 20 MW of solar array in nine KPP communities. KPP has asked if the City would like to participate in the project by allowing a 12 to 14-acre solar array on City property. Staff have identified some possible locations for the project. One possible location is a 20-acre lot of City-owned property, northwest of Emerald Valley Estates (originally referred to as the “Rivers Property”). The solar array would be installed and owned by KPP, and the maintenance would be paid for by KPP. The land would still be owned by the City.

KPP would like to install and own/operate a 2 MW solar array in Mulvane. They are asking to utilize city owned land in exchange for a small discount on electricity. KPP would pay for anything related to the solar array, including zoning changes, permits and maintenance. (The City may be asked to waive some zoning or permit fees it might normally receive.) Where the solar array is placed could negatively impact an adjoining neighborhood. Before KPP would proceed with the project, it would evaluate the feasibility of the location. The site may not work if it is too shaded or not viable.

The cost of this project will be paid by the KPP through a USDA loan. The loan will be subsidized via loan forgiveness, and KPP will be eligible for tax credits for up to an additional twenty percent (20%). The cost will then be included in KPP Member City's electricity bill, as it will be included in the portfolio. KPP estimates the cost per kWh is approximately \$0.0343. KPP is also looking at discounting electricity for those communities that have agreed to allow the solar arrays to be built on their property and easement for as long as the array exists. The discussion of how much of a discount may be applied is still underway, but there was an inclination to utilize figures for rent for non-irrigated farmland estimated by the National Agricultural Statistical Service and Kansas State University. For Sedgwick County, non-irrigated farmland rent is estimated to be around \$50 per acre a month. Using this number, we would expect around \$7200 a year in discount for electricity. The universal average for all Members (if used instead) would be closer to \$42 per acre.

The City may legally grant an easement for this purpose. The reason for an easement would be that the property will be designated for municipal use, and the City can apply for a property tax exemption. The subject property would likely need to be rezoned to accommodate the solar array. Although the project will be KPP owned and considered "pooled capacity," it will be located "inside" the meter, such that the electricity will be used by Mulvane customers as a practical matter.

In order to begin the feasibility study, KPP will need the possible locations available. A second location discussed was the City property north of the wastewater treatment plant since it is reaching the end of its nutrient level from sludge application. This property, however, is in a major flood plain.

MOTION by Mottola, second by Huntley to authorize the City Administrator to indicate to KPP that the City of Mulvane, Kansas desires to be considered for further participation in the Solar project, subject to acceptance of final details, and that he explore the feasibility of locating the project on property that has yet to be determined.

MOTION approved unanimously.

ENGINEER

1. Project Review and Update:

Downtown Park - The Contractor has constructed the splash pad and associated underground water lines, concrete sidewalks, restrooms, screening fence and other site items. Finish work continues on the park walls, restrooms, and perimeter curb and gutters. Splash pad start-up, training and winterizing has been completed. The benches are backordered. The council asked about the ability to water any landscaping done after winterization of plumbing. Young advised the landscaping can be completed at a later date. The council asked about security cameras. The

pavilion was built with conduit in the mechanical room that would easily accommodate security cameras.

Young has been reviewing the Main and Prather intersection and has some concept plans to modify the radius entrance on the east side or the west side. Young will review the options with the council at a later date to see if modifications are desired.

Main "A" Sanitary Sewer Improvements - Phase 1 sanitary sewer installations are complete and have been placed in operation. The Contractor continues working to address remaining punch-list items including some pavement replacement installations.

Rock Road Force Main Modifications - Construction installations are complete, and the new force main is in operation. The Contractor is finishing some site work. A request for final inspection is expected within the next few weeks.

Pearl St. Water Line, College Ave. to Park Ave. - Design plans were completed and sent to KDHE on 9/20/23. KDHE returned comments on 10/3/23 and revised/final plans re-sent on 10/4/23. The City is waiting for KDHE approval to proceed with construction.

2. Phase 2 – Main A Sanitary Sewer Improvements – Review Bid and Notice of Award:

Bid opening for Phase 2 Main A Sanitary Sewer Improvements was October 19, 2023. Bids were received from Apex Excavating, LLC and Nowak Construction Co. Young reviewed the bid tabulation with the council. Apex Excavating total base bid - \$1,178,010.00 / Alternate alignment bid - \$1,161,060.00; Nowak Construction total base bid - \$1,578,422.05 / Alternate alignment bid - \$1,588,098.05. The low total base bid with alternate alignment was received from Apex Excavating, LLC for \$1,161,060.00. Staff recommends accepting the low bid from Apex Excavating and issue a Notice of Award.

MOTION by Huntley, second by Allen to issue a Notice of Award to Apex Excavating, LLC and authorize the City Administrator to sign.

MOTION approved unanimously.

CITY STAFF

City Clerk: Employee Handbook updates were sent out to the City Council for review and comment. Some requested updates will coincide with the 2024 Benefit Renewal. Staff will ask for adoption of the Handbook by the December 4th meeting to allow time for any 2024 Benefit changes to be processed effective January 2024.

A “Meet and Greet” is scheduled for the new City Administrator, Austin St. John for Wednesday, November 8th from 11:30 – 1:30 at the Pix Community Center. All City Employees are invited to attend. Lunch will be provided.

City Administrator:

1. WAMPO Regional Transit Implementation – On October 26th, Austin St. John attended a kickoff meeting organized by the Wichita Area Metropolitan Planning Organization (WAMPO) regarding regional transit implementation. This meeting included communities from all over the

Wichita metropolitan area. The goal of the meeting was to start a conversation regarding the need of a regional transit system between the outlying communities and Wichita. The plan for this group is to meet at least quarterly to continue discussions and implement public meetings to figure out where there is a need for transit and how best to implement the program. This process might include local surveys of communities to identify needs.

2. Council Chambers Audio/Video – WAV Services out of Derby came to City Hall to evaluate the audio/visual components in the council chambers and what it would take to get it working as it is currently set up. After further discussion with the mayor and staff about the needs of the city for the council chambers, St. John also asked WAV to include the ability to conduct video conferences. The video conferences would be helpful if the council needed someone to speak at a council meeting but would not have to be present. It is also beneficial for the municipal court as first appearances in court are allowed to be conducted via video conference and would reduce the amount of transportation required if a person is incarcerated. The quote for repairing the system and adding the teleconferencing capabilities is \$9,562. St. John authorized WAV start the process and order the equipment. Once in, the project will take two or three days to complete. WAV Services came recommended from the City of Derby as they did work on the Derby council chambers. If the council were to want to live stream/record meetings, this system would be expandable to include those capabilities. Council asked if other quotes had been received. Kent Audio Visual gave a quote of \$12,940.17 to upgrade the system. Other vendors contacted did not come to evaluate the system.

3. Railroad Crossing - On November 14-15th, BNSF will be closing the underpass on Highway 53 west of Fire Station 1. On November 18-19th, BNSF will be closing the railroad crossing west of 1st Street.

City Attorney:

Executive Session #1 – City Attorney, J.T. Klaus, requested an Executive Session to discuss matters deemed privileged in the Attorney/Client Relationship for the purpose of consultation with the City Attorney.

MOTION by Cardwell , second by Mottola to recess this meeting to an Executive Session to discuss matters deemed privileged in the Attorney/Client relationship pursuant to K.S.A. 75-4319(b)(2) for the purpose of consultation with the City Attorney for a period not to exceed twenty (20) minutes and to reconvene at approximately 9:30 p.m. to include the Mayor, City Council, City Administrator, and City Attorney.

MOTION approved unanimously at 9:10 p.m.

MOTION by Mottola, second by Cardwell to reconvene the regular meeting of the City Council.
MOTION approved unanimously at 9:30 p.m.

Mayor Steadman advised that no decisions were made during the Executive Session.

Executive Session #2 – City Attorney, J.T. Klaus, requested an Executive Session to discuss matters involving nonelected personnel for the purpose of discussing a personnel issue.

MOTION by Huntley, second by Mottola to recess this meeting to an Executive Session to discuss matters involving nonelected personnel pursuant to K.S.A. 75-4319(b)(1) for the purpose of discussing a personnel issue for a period not to exceed fifteen (15) minutes and to reconvene at

approximately 9:45 p.m. to include the Mayor, City Council, City Administrator, and City Attorney.

MOTION approved unanimously at 9:30 p.m.

MOTION by Mottola, second by Cardwell to reconvene the regular meeting of the City Council.
MOTION approved unanimously at 9:47 p.m.

Mayor Steadman advised that no decisions were made during the Executive Session.

CONSENT AGENDA ITEMS:

MOTION by Mottola, second by Cardwell to approve consent agenda items 1-9.

1. Payroll dated 10-27-23 - \$233,354.58
2. Pay Application #5 -Main "A" SS – Apex - \$124,222.71
3. Invoice from JCI for repair of pump at WWTP - \$13,305.00
4. Purchase of Sodium Hydroxide and Ferric Chloride from Brenntag totaling \$25,700.00
5. CMB Licenses for Casey's, Pizza Hut, Jump Start, and Dillons
6. Liquor License for Kansas Star Casino
7. Pay Application #6 – Snodgrass Construction - \$198,420.28
8. Pay Application #1 – Nowak Construction - \$113,022.90
9. Lexipol – Renewal of Law Enforcement Manuals and Training - \$11,582.60

MOTION approved unanimously.

ANNOUNCEMENTS, MEETING, AND NEXT AGENDA ITEMS:

Next City Council Meeting – Monday, November 20, 2023, at 7:30 p.m.

City Attorney, J.T. Klaus, recommended contacting the City of Andover if we had questions regarding self-funded health plans. They recently made this transition.

ADJOURNMENT:

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

MOTION approved unanimously at 9:50 p.m.

Minutes by:
Debra M. Parker, City Clerk

City Council Meeting

Nov. 20, 2023

To: Mayor and Council

From: City Staff- Austin St. John, City Administrator & Debbie Parker, City Clerk

RE: Employee Health Insurance Program

Action: 2024 Employee Benefit Plan/Package with Blue Cross Blue Shield

Background:

There are currently sixty-seven (67) employees and a total of 172 members insured on the city's medical plan. The city currently pays 92% of the medical plan for all employees. The city contributes \$1,000 for singles and \$1,500 for employees with dependents on the medical plan, into a Flexible Spending Account. The City budgeted for a 15% increase in health insurance premiums in 2024. The Dept. Heads comprise the health and safety committee. The committee discussed the benefit consultants research and recommendations.

Facts:

- The city renewed with Blue Cross Blue Shield effective January 1, 2023 with a 3.9% increase, which was below the city's budget increase of 12%.
- Blue Cross Blue Shield's renewal rates offered a 5.1% increase for January 1, 2024 if renewing fully-insured or 9.9% decrease if renewing partially self-funded as an alternative, assuming maximum liability (worst case scenario). Both of Blue Cross Blue Shield's renewal options assume employee out-of-pocket benefits remain as they are in 2023 for 2024 and are below the city's budget increase of 15%.
- Blue Cross Blue Shield anticipates the city's loss ratio (premium vs. claims) to conclude at 92.39%, which translates to: every dollar in premium paid, Blue Cross Blue Shield will pay 92 cents in claims.
- Blue Cross Blue Shield, and United Healthcare continue to be the most relevant fully insured options available in Kansas. Aetna has remained uncompetitive both in rating and service. Aetna declined to quote for the 2024 plan year as their rates would not be competitive to Blue Cross Blue Shield's renewal. United Healthcare proposed rates below Blue Cross Blue Shield renewal rates. However, in 2022, United Healthcare proposed rates well above Aetna's 25% increase. Further, it is noted that a few employers in and around Sedgwick and Sumner counties have experienced a few disruptions and service issues compared to their previous Blue Cross Blue Shield coverage.

- Additional considerations include:
 - o After compliance review with USI Insurance Services, it was determined the City of Mulvane, Kansas should change the contribution of \$1,000 for singles and \$1,500 for employees with dependents on the medical from depositing into a Flexible Spending Account (FSA) (IRC Section 125) to a depositing into a Health Reimbursement Account (HRA) (IRC Section 105). The same functionality will occur; employees will have city funded HRA and the opportunity to elect additional FSA funds, both of which loaded onto the same debit card and all funds are available to use for eligible (IRC Section 213(d)) expenses. The city contributed HRA funds are automatically used prior to the employee contributed FSA funds.
 - o The addition of an Employee Assistance Program (EAP) is noted as a need and recommendation to add to the Employee Benefit package. EAP services help all employees and their dependents for confidential short-term counseling, referrals with personal and work-related issues, including but not limited to mental and emotional wellbeing, such as alcohol and other substance abuse, stress, grief, family problems, and psychological disorders. Many EAPs are active in helping organizations prevent and cope with workplace violence, trauma, and other emergency response situations. The annual cost for an EAP is approximately \$2,540.
 - o Changing the Company Imposed Waiting Period on Employee Benefits from First of the Month Following or Coinciding with 60 days of full-time Employment to 30 days of full-time Employment.

Analysis:

Staff and the consultant recommend approving the renewal contract with Blue Cross Blue Shield for medical coverage, Delta Dental for dental coverage, and Surency for vision coverage effective January 1, 2024. The Council will need to determine if it would like the Fully-Insured Renewal or the Partially Self-Funded Option.

Financial Considerations:

Medical –

Annualized Premiums

BCBS 2023 Current:	\$1,593,111.84	BCBS 2023 Current:	\$1,427,939.04
<u>BCBS 2024 Fully-Insured Renewal:</u>	\$1,673,703.84	<u>BCBS 2024 Partially Self-Funded Option:</u>	\$1,593,111.84
Increase:	\$80,592.00	Increase:	-\$165,172.80
Percent:	5.1%	Percent:	-9.9%

Dental – The dental plan rates with Delta Dental are increasing by 2.7%.

Vision - The vision plan rates with Surency are not increasing and will remain flat.

Legal Considerations:

As per city attorney.

Timeframe for decision:

To prepare and present 2024 benefit information to employees at enrollment meetings during the week after Thanksgiving, update enrollment and any ID cards distributed as needed before the start of the new plan year, it would be better to have a council decision sooner rather than later.

Recommendations:

The city's health and safety committee along with the benefit consultant, are recommending that the city renew the employee health insurance plan with Blue Cross Blue Shield. The city will share the renewal costs for medical and dental with the employees on a 92/8 split for 2024. There will be no change to deductibles and other out-of-pocket costs will remain as is and minimal for the employees.

ACTION:

Motion to approve the renewal contract with Blue Cross Blue Shield for the Partially Self-Funded coverage for City employee medical coverage, Delta Dental for dental coverage and Surency for vision coverage as proposed by city staff effective January 1, 2024.

Motion to add an Employee Assistance Program to the employee benefit package effective January 1, 2024.

Motion to change the waiting period for benefits from 60 days to 30 days effective January 1, 2024.

Motion to discontinue to monthly spouse fee for medical coverage effective January 1, 2024.

				# of	Total City pays		
<u>BCBS Comparison</u>	<u>Current</u>	<u>City</u>	<u>Employee</u>	<u>policies</u>	<u>per year</u>		
Single Policy	\$928.80	\$854.50	\$74.30	21	\$215,334.00		
Employee/Spouse	\$1,995.37	\$1,835.75	\$159.62	9	\$198,261.00		
Employee/Children	\$1,880.65	\$1,730.21	\$150.44	8	\$166,100.16		
Family	\$2,947.21	\$2,711.43	\$235.78	26	<u>\$845,966.16</u>		
Total City Pays:					\$1,425,661.32		
						Monthly Increase	Monthly Increase
2024 BCBS Renewal		<u>92%</u>	<u>8%</u>			<u>to employee</u>	<u>to City</u>
Single Policy	\$975.80	\$897.74	\$78.06	21	\$226,230.48	\$3.76	\$43.24
Employee/Spouse	\$2,096.31	\$1,928.61	\$167.70	9	\$208,289.88	\$8.08	\$92.86
Employee/Children	\$1,975.79	\$1,817.73	\$158.06	8	\$174,502.08	\$7.62	\$87.52
Family	\$3,096.29	\$2,848.59	\$247.70	26	<u>\$888,760.08</u>	\$11.92	\$137.16
Total City Pays:					\$1,497,782.52		
						Monthly Decrease	Monthly Decrease
BCBS Self Funded		<u>92%</u>	<u>8%</u>			<u>to employee</u>	<u>to City</u>
Single Policy	\$864.94	\$795.74	\$69.20	21	\$200,526.48	-\$5.10	-\$58.76
Employee/Spouse	\$1,785.19	\$1,642.37	\$142.82	9	\$177,375.96	-\$16.80	-\$193.38
Employee/Children	\$1,685.96	\$1,551.08	\$134.88	8	\$148,903.68	-\$15.56	-\$179.13
Family	\$2,606.22	\$2,397.72	\$208.50	26	<u>\$748,088.64</u>	-\$27.28	-\$313.71
Total City Pays:					\$1,274,894.76		
The stop loss limit per covered person on the plan would be \$50,000 per year. If we had multiple large claims this may have an impact on the future Liability of the City. BCBS will deduct the City's portion of claims from our account on a weekly basis.							
				<u>Members</u>	<u>2023</u>	<u>Approximate Total Fee</u>	
Annual Filing 720	Est.			174	\$3.00 per person	\$522.00	
PCOR Fee				<i>based on</i>	<i>based on 2023 fees</i>		
				<i>August '23</i>			
				<i>enrollment</i>			
Rx Rebates (approximate and conservative)							
\$35,147	2024			applied Sept/Oct. 2024			
\$140,589	2025			applied Dec/Jan 2024, and Mar/Apr, Jul/Aug, and Sept/Oct 2025			

2024 ASO Checklist – Non-Grandfathered

Group Number/MPN	Benefit Option	Group Name	Effective Date
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<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A	<p>Childhood immunizations up to age 72 months</p> <p>NOTE: This is only an option for grandfathered groups. If marked "yes" the grandfathered group elects to include coverage of childhood immunizations per state law to be covered at 100%. If marked "no" the grandfathered group does not want to include coverage of childhood immunizations per state law to be covered at 100% and immunizations will be subject to regular cost share. Non-grandfathered and grandfathered enhanced groups should answer "N/A" as your ACA benefits provides coverage for childhood immunizations at 100%.</p>
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<p>Birthmother coverage</p> <p>Provides coverage for birthmother for OB care and delivery in the event of adoption of a child within 90 days of birth.</p>
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<p>Extension of benefits</p> <p>Allows for the extension of benefits under a group contract for a period of 31 days or discharge from the hospital, whichever occurs first, when an individual is hospitalized on the termination date of the group contract.</p>
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<p>COB savings bank</p> <p>Requires a carrier to draw upon previous savings by the insured whenever the payment by the primary carrier and the payment by the secondary carrier do not satisfy the actual charge of the insured service.</p>
		<input checked="" type="checkbox"/> A	<p>Oral chemotherapy drugs*</p> <p>Oral anticancer medication used to kill or slow the growth of cancerous cells purchased at a pharmacy covered at 100% of the allowable charge. NOTE: For Qualified High Deductible Health Plan (QHDP) HDHP the standard choice is B.</p> <p>A. Covered at 100% under prescription drug coverage.</p> <p>B. After the deductible and/or coinsurance, then covered at 100% within the prescription drug coverage. For QDHP, the standard choice is B.</p> <p>C. Subject to the same cost share as other prescription drugs.</p> <p>D. Subject to health cost share.</p>
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		<p>Elective abortions*</p> <p>Coverage for elective abortions.</p>
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<p>Transgender services</p> <p>If "No" is selected, upon advice of its legal counsel, group must complete and sign our form attesting that the group is not subject to federal requirements prohibiting discrimination based on gender identity.</p>
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<p>Newborn coverage</p> <p>Subscriber Only: Newborn is covered for the initial inpatient stay of up to 5 days. Two or more Subscribers: Newborn is covered for inpatient and outpatient care for the first 31 days. NOTE: If no is selected, newborns are only covered when added to the policy. This will not affect the maternity coverage for the mother. Dependents of dependents is limited to initial inpatient stay up to 5 days for family or employee with dependent children policies. No coverage beyond this unless child becomes an eligible dependent and is added to the policy.</p>
		<input checked="" type="checkbox"/> A	<p>Telemedicine services</p> <p>A. Include coverage for telemedicine services with both American Well and local providers.</p> <p>B. Include coverage for telemedicine services with local providers but not with American Well.</p> <p>C. Exclude coverage for all telemedicine services. (NOTE: This would also exclude facility to facility calling, which has historically been covered. This option is not available to Grandfathered groups.)</p>
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<p>Weight management</p> <p>Services related to weight management, including office visit/consultation, labs & radiology services, and complications from bariatric surgery.</p>

*/** There may be an applicable rate impact.

**An ASO group can either pick Flex Access OR Accumulator Adjustment. They can not opt into multiple programs for a single benefit.

Shaded responses mirror our fully insured business.

Non-shaded responses require Custom Route/GRIDs.

2024 ASO Checklist – Non-Grandfathered

Group Number/MPN _____ Benefit Option _____ Group Name _____ Effective Date ____/____/____

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<p>Mandatory designated specialty pharmacy*</p> <p>Prescriptions for specialty drugs must be purchased through BCBSKS's designated specialty pharmacy. Specialty drugs purchased through any other pharmacy will not be covered. NOTE: BlueRX Direct benefits are not eligible for MDSP. The standard answer for grandfathered groups is no.</p>
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<p>Accumulator adjustment**</p> <p>For ASO groups with mandatory specialty pharmacy: With drugs purchased through the designated specialty pharmacy, only the amount the member pays will accumulate toward any deductible, coinsurance and/or out-of-pocket maximum. NOTE: The standard answer for grandfathered groups is no.</p>
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<p>FlexAccess**</p> <p>Flex Access is a program that applies the full value of available copay assistance to select drugs. The value applied does not accumulate toward deductible, coinsurance, and/or out-of-pocket maximum. NOTE: Flex Access is not available for QHDHPs. Special circumstances may apply for benefits where Rx deductible applies.</p>
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<p>Virta*</p> <p>Coverage for diabetes reversal program. NOTE: Virta is available to ASO HDHPs who signed ASO Virta indemnification document. Otherwise, Virta is unavailable to HDHP and grandfathered plans.</p>
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<p>HighTouchRx*</p> <p>High-touch outreach product targeting member level drug savings opportunity interventions.</p>
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<p>Electronic prosthetics</p> <p>Coverage for Electronically Operated Appliances.</p>
		<p>Prescription mail order vendor</p> <p><input checked="" type="checkbox"/> A A. Express Scripts®</p> <p><input type="checkbox"/> B B. MedsYourWay™ (Amazon Pharmacy)</p> <p><input type="checkbox"/> C C. No special mail order benefits</p>
		<p>Generic mandatory - For grandfathered groups or plans other than BlueRx Card (e.g. embedded or BlueRx Direct), the standard choice is E.*</p> <p>Non-grandfathered BlueRx Card - Requires a generic equivalent of a brand drug to be purchased if available unless doctor requires the brand name-drug be dispensed. The member will be responsible for the difference of the allowable charge between the generic equivalent and brand name drug. Narrow Therapeutic Index (NTI) is a list of brand drugs that have been identified as having a clinical impact/benefit to the member's health that may not be realized with a generic alternative.</p> <p><input checked="" type="checkbox"/> A A. Generic Mandatory, doctor can override, no penalty for brand drugs on Narrow Therapeutic Index (NTI) list. (Standard for non-grandfathered plans with BlueRx Card)</p> <p><input type="checkbox"/> B B. Generic Mandatory, doctor can override, penalty for brand drugs on Narrow Therapeutic Index (NTI) list.</p> <p><input type="checkbox"/> C C. Generic Mandatory, doctor cannot override.</p> <p><input type="checkbox"/> D D. Generic Mandatory, doctor cannot override, no penalty for brand drugs on Narrow Therapeutic Index (NTI) list.</p> <p><input type="checkbox"/> E E. Generic Not Mandatory (Standard for grandfathered or plans other than BlueRx Card).</p>
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<p>SmartShopper*</p> <p>Available for groups with 250+ contracts. Fees apply.</p>
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<p>Carrier Screening</p> <p>Services will be allowed for male and female enrolled members prior to pregnancy and during pregnancy.</p>

Signature required _____ Employer Signature _____ Date Signed ____/____/____

*/** There may be an applicable rate impact.
**An ASO group can either pick Flex Access OR Accumulator Adjustment. They can not opt into multiple programs for a single benefit.

Shaded responses mirror our fully insured business.
13
Non-shaded responses require Custom Route/GRIDs.



City of Mulvane
Medical Plan
Self-Funded Rates & Factors
January 1, 2024 Renewal Date

Stop Loss Outline		Option 1
Administrator		Blue Cross Blue Shield /
Specific Stop Loss (SSL)		\$50,000
Aggregate Stop Loss (ASL)		125%

Fixed Costs			
Administration	Employee	22	\$111.96
	Employee + Spouse	9	\$111.96
	Employee + Child(ren)	8	\$111.96
	Employee + Spouse & Child(ren)	26	\$111.96
Annual Total			\$7,277
Specific SL Premium	Employee	22	\$204.62
	Employee + Spouse	9	\$439.94
	Employee + Child(ren)	8	\$414.56
	Employee + Spouse & Child(ren)	26	\$649.87
Aggregate SL Premium	Employee	22	\$13.99
	Employee + Spouse	9	\$30.08
	Employee + Child(ren)	8	\$28.35
	Employee + Spouse & Child(ren)	26	\$44.43
Annual Total			\$367,616
Annual Total Fixed Costs			\$374,894

Claims Liability			
Maximum Claims	Employee	22	\$864.94
	Employee + Spouse	9	\$1,785.19
	Employee + Child(ren)	8	\$1,685.96
	Employee + Spouse & Child(ren)	26	\$2,606.22
Annual Total			\$1,396,137

Total Cost	
Annual Total Expected Costs	\$1,491,804
Annual Total Maximum Costs	\$1,771,031

City of Mulvane, Kansas
 Medical Plan
 Benefit Outline and Cost Summary
 January 1, 2024 Renewal Date

Benefit Outline	Current	Renewal	Option 1	Option 2	Option 3
Carrier	BCBSKS	BCBSKS	UHC - BWZY	UHC - BWZZ	UHC - BWZD
Plan Type, Name, Network	Medical PPO	Medical PPO	Medical PPO	Medical PPO	Medical PPO
Deductible (Individual / Family)	\$500 / \$1,000	\$500 / \$1,000	\$250 / \$500	\$500 / \$1,000	\$1,500 / \$3,000
Out-of-Pocket Maximum (Individual / Family)	\$5,000 / \$10,000	\$5,000 / \$10,000	\$3,000 / \$6,000	\$3,500 / \$7,000	\$3,250 / \$6,500
Coinsurance (plan pays)	80%	80%	80%	80%	80%
Coinsurance Maximum (individual / Family)	\$1,000 / \$2,000	\$1,000 / \$2,000	N/A	N/A	N/A
Wellness / Preventive Care	Covered 100% per ACA	Covered 100% per ACA	Covered 100% per ACA	Covered 100% per ACA	Covered 100% per ACA
Primary Care Office Visit	\$25 copay	\$25 copay	\$20 copay (\$0 copay for children)	\$25 copay (\$0 copay for children)	\$30 copay (\$0 copay for children)
Specialist Office Visit	\$50 copay	\$50 copay	Designated Provider: \$20 copay \$40 copay	Designated Provider: \$20 copay \$50 copay	\$60 copay
Emergency Room	\$250 copay then 20% after deductible	\$250 copay then 20% after deductible	\$250 copay then 20% after deductible	\$250 copay then 20% after deductible	20% after deductible
Outpatient Lab / X-Ray	\$0 up to \$300 person, then 20% after deductible	\$0 up to \$300 person, then 20% after deductible	20% after deductible	20% after deductible	20% after deductible
Complex Imaging (MRI, CAT, PET, et al.)	\$0 up to \$300 person, 20% after deductible	\$0 up to \$300 person, 20% after deductible	20% after deductible	20% after deductible	20% after deductible
Outpatient Surgical Facility	20% after deductible	20% after deductible	20% after deductible	20% after deductible	20% after deductible
Inpatient Hospital Facility	20% after deductible	20% after deductible	20% after deductible	20% after deductible	20% after deductible
Retail Prescription Drug Copays	\$15 / \$50 / \$75 / \$150 / 20% coinsurance to \$250	\$15 / \$50 / \$75 / \$150 / 20% coinsurance to \$250	\$15 / \$45 / \$85 / \$200	\$15 / \$45 / \$85 / \$200	\$15 / \$45 / \$85 / \$200

Rates & Total Cost

Employee	23	\$928.80	\$975.80	\$806.34	\$788.93	\$726.49
Employee + Spouse	10	\$1,995.37	\$2,096.31	\$1,732.02	\$1,694.62	\$1,560.50
Employee + Child(ren)	8	\$1,880.65	\$1,975.79	\$1,632.84	\$1,597.58	\$1,471.14
Employee + Spouse & Child(ren)	26	\$2,947.21	\$3,096.29	\$2,558.52	\$2,503.27	\$2,305.15
Total Employees	67					
Annual Premium Total		\$1,595,865	\$1,676,596	\$1,385,403	\$1,355,487	\$1,248,207
Change from Current			\$80,731	(\$210,462)	(\$240,378)	(\$347,658)
Percentage Change			5.1%	-13.2%	-15.1%	-21.8%



September 25, 2023

DEBRA PARKER
CITY OF MULVANE
211 N SECOND ST
MULVANE, KS 67110

RE: **Renewal of Group Dental Contract**
Group #22996-1

Dear Debra Parker:

Your contract with Delta Dental of Kansas will renew on **January 1, 2024**. It is our pleasure to serve you and your employees again and we are committed to our continued partnership.

Even though Delta Dental makes every effort to hold increasing dental costs to a minimum, your dental premium renewal rates for **January 1, 2024** experienced an increase. Effective **January 1, 2024**, the premium for your dental coverage will be as follows:

	<u>Current Rates</u>	<u>New Rates</u>	
Employee:	\$33.81	\$34.73	Rate Increase
Employee + Spouse:	\$66.95	\$68.77	Rate Increase
Employee + Child(ren):	\$66.04	\$67.84	Rate Increase
Family:	\$112.19	\$115.26	Rate Increase

Enclosed is a policy endorsement that to indicate your acceptance of this renewal. To confirm your acceptance please sign and return the endorsement via fax to (913) 381-8312, or email to marketing@deltadentalks.com. **This endorsement must be returned by December 1, 2023 to ensure timely submission of your group’s renewal.** Please attach a copy of the endorsement to your current contract for your records. *If the signed endorsement is not returned prior to your renewal date shown above, your group will be re-enrolled at current benefit levels with the new rates noted above.*

We look forward to the continued opportunity to be of service to you and your employees. If you have any questions regarding your renewal or if you would like to see alternate plan design options, please feel free to contact your agent (if applicable) or your Small Group Account Executive below.

Rachel Steiner, Small Group Account Executive
316-462-3357; rsteiner@deltadentalks.com

cc: USI INSURANCE SERVICES LLC

**RENEWAL ADDENDUM
FOR GROUP #22996-1**

Attached to and forming a part of the Agreement To Provide Dental Care Benefits between **CITY OF MULVANE** (plan #22996-1) and Delta Dental of Kansas, Inc.

It is agreed and understood that effective with the **January 1, 2024** renewal, Section I, Number 8 shall read:

TO RENEW WITH CURRENT BENEFITS:			
RATES:	Employee:	\$34.73	Rate Increase
	Employee + Spouse:	\$68.77	Rate Increase
	Employee + Child(ren):	\$67.84	Rate Increase
	Family:	\$115.26	Rate Increase

Please acknowledge acceptance of this renewal by signing below and returning the renewal confirmation by fax to (913) 381-8312 or by email to marketing@deltadentalks.com by **December 1, 2023**.

Printed Name

Date

Signature

Agent's Name

Sara K. Madlock

Delta Dental of Kansas, Inc.

Please assist us in updating our records by providing the name & email address of your group administrator.

Contact: _____

Email: _____

WELLNESS CONNECTION - As the dental benefits experts, we're here to help educate your employees on the importance of good oral health. Visit the **Wellness Connection** on our website, www.deltadentalks.com, to download easy-to-use wellness materials.



PO Box 789773, Wichita, KS 67278-9773
(866) 818-8805

September 27, 2023

DEBRA PARKER
CITY OF MULVANE
211 N 2ND STREET
MULVANE KS 67110

RE: Surency Renewal of Group Vision
Group #22996-1

Dear Debra Parker:

We consider it both a pleasure and a great opportunity to serve you and your employees with the Surency Vision product under the Surency Life & Health umbrella. Your contract with Surency will renew on January 1, 2024.

Effective with your January 1, 2024 Surency vision renewal, your rates will be as follows:

	<u>Current Rates:</u>	<u>New Rates:</u>
Employee:	\$8.78	\$8.78
Employee + Spouse:	\$18.41	\$18.41
Employee + Child(ren):	\$15.79	\$15.79
Family:	\$30.69	\$30.69

NOTE: New 3-year agreement. Rates are guaranteed for plan years:
2024 - As noted above
2025 - No increase
2026 - No increase

A policy endorsement is enclosed to indicate your acceptance of this renewal. Please sign and return the endorsement via fax to 316.462.3329, or email to marketing@surency.com. This endorsement must be returned by December 1, 2023 to ensure timely submission of your group's renewal. Please attach a signed copy of the endorsement to your current contract. If the signed endorsement is not returned prior to your renewal date shown above, your group will be re-enrolled in the current plan being administered with the new rates noted above.

If you have any questions regarding your renewal, please feel free to contact your agent (if applicable) or your Small Group Account Executive below.

Rachel Steiner, Small Group Account Executive
316.462.3357; rsteiner@surency.com

Enclosure

cc: USI INSURANCE SERVICES LLC



surency.com

Surency is a registered trademark of Surency Life & Health Insurance Company.



VISION RENEWAL ADDENDUM NO. 3
FOR GROUP #22996-1

Attached to and forming a part of the Agreement To Provide Vision Care Benefits between CITY OF MULVANE (Plan #22996-1) and Surency Life & Health.

It is agreed and understood that effective with the January 1, 2024 renewal, Section I, Number 4 shall read:

RATES:

Employee:	\$8.78
Employee + Spouse:	\$18.41
Employee + Child(ren):	\$15.79
Family:	\$30.69

NOTE: New 3-year agreement. Rates are guaranteed for plan years:
2024 - As noted above
2025 - No increase
2026 - No increase

Please acknowledge acceptance of this renewal by signing below and returning the renewal confirmation by fax to 316.462.3329 or by email to marketing@surency.com by December 1, 2023.

Printed Name

Date

Signature

Agent's Name

Sara K. Matlock

Surency Life & Health

Please assist us in updating our records by providing the name & email address of your group administrator.

Contact: _____

Email: _____



EMPLOYEE ASSISTANCE PROGRAM (EAP) PROPOSAL

City of Mulvane

June 07, 2023

(Proposal will be honored for 6 months from the above date)

EMPAC CONTACT
Lea Aunins, LMSW
Account Manager



300 W. Douglas, Suite 930 Wichita, KS 67202 | empac@empac-eap.com
316.265.9922 | 1.800.234.0630

A THRIVING TRADITION

We believe healthy, well-balanced people make thriving companies and strong communities, which is why it is our mission at **empac**.

Our vision remains the same as it did forty years ago: to provide every organization with quality counseling, coaching, and training so your employees thrive in their personal and professional lives. You'll see this carried out by our team through our core values of service, compassion, and partnership.

What EAP members value

- We are a non-profit Employee Assistance Program with a board of directors made up of the businesses and organizations we serve.
- We only hire talented, competent counselors, coaches, and trainers who are licensed and certified.
- We become an extension of the companies we serve, building trust among employees.



Our personalized, caring approach addresses your employees' mental, emotional, and relational health, resulting in a positive impact on your organization and the bottom line.

YOUR SCOPE OF SERVICES

• Short-term Counseling and Coaching

Our caring licensed and certified counselors and coaches provide short-term solution-focused assistance to support employees and their family members through life's challenges. Such challenges may include depression, anxiety, relationship stress, grief/loss, school or job performance, leadership skills, or other life events. Our intake specialists will help you determine the type of assistance that will best meet your needs.

• Help with Drug and Alcohol Treatment for employees

The cost of substance abuse to an employer's bottom line can be high by causing lower productivity, increased risk of accidents, and reduced profits. We assist by working with employees to assess their treatment needs and connect them with the appropriate resources in their communities. Assessment and case management follow-up are available for employees who fail testing protocols. DOT regulated services are included.



- **Legal Assistance for your employees**

As part of the EAP, participants can receive a free legal consultation of up to 30 minutes. This face-to-face or telephone consultation allows the participant to speak with a professional experienced with the laws in their geographical area. If the participant decides to retain the attorney, those services are discounted by 25%. Any issues involving the EAP or employer are excluded.

- **Financial Assistance for your employees**

Participants can receive a free telephonic financial consultation of up to 30 minutes with a CPA, financial planner, budget specialist, or certified credit counselor. The consultation is for personal financial issues such as wage garnishments, college savings, retirement planning, and tax preparation. Further support is available beyond the initial consultation for additional fees.

- **Member-only and Web Portal Resources your employees can utilize**

Participants have access to the member-only portal of our company website. Within the portal, participants can access our Member Learning Library featuring hundreds of white papers available for download. They can search by topic of interest such as addiction, financial, health & wellness, legal, mental health, parenting, relationships, stress management, or workplace. Also available here are the monthly newsletters, **empac** forms, and links to further legal and financial resources.

- **Critical Incident Stress Debriefing assistance for your employees**

Whether it is an assault, bank robbery, or the death of a coworker, workplace incidents such as these are shocking and incredibly stressful for all involved. We are ready to assist you, and your employees in dealing with such crises by providing an informal group session where the employees impacted are encouraged to participate.

- **Orientation, Wellness, and Leadership training**

We offer a catalog of dynamic, high-quality training seminars for both employees and leadership teams. Training and orientations can be conducted virtually or on-site at your facility. Training hours are a part of your service contract with additional training hours available for purchase at a reasonable hourly rate.

Among the topics covered are:

- *Effective Communication*
- *Stress Management*
- *Finding Balance*
- *Gratitude*
- *Managing Change*
- *Professionalism*
- *Thriving Work Cultures*



- *Essentials of Supervision*
- *Organizational Skills*
- *Time Management*

We also offer, at no additional cost, employee, and supervisor orientations. These are valuable presentations that create awareness of EAP services and familiarize employees with the benefit.

- **Help with Employee Mandatory Referrals**

We want to help your employees thrive at work and at home. When an employee displays observable and measurable work performance issues or policy violations, a Mandated EAP Referral can be initiated by a manager or Human Resources representative. We provide coaching and a recommended course of action for the employee. The signed referral serves as a release of information, allowing the **empac** counselor to share information with the referring party. Mandatory referral sessions do not count against an employee's personal benefit.

You can expect to receive reports on the following:

- *Attendance at scheduled appointments*
- *Counselor or coach recommendations*
- *Whether the employee has agreed to follow through on recommendations*
- *On-going progress or termination of services*

- **Management Consultation for your team**

Every day, our team assists managers and supervisors with the problems related to employee concerns in the workplace. **Empac** recognizes that these issues can be complicated and difficult to manage. We hope to become your first point of contact for consultation and support during these stressful situations.



COMMUNICATIONS

FOR YOU AND YOUR EMPLOYEES

Communication Materials and Reporting

Our goal is to establish ongoing communication to keep employees and their families informed about their EAP services.

Employers will receive annual utilization reports detailing data about how the program was used by participants while still protecting the confidentiality of its employees.

Communication materials are provided at no additional cost and include:

- EAP brochures and wallet cards
- EAP posters
- EAP benefit guide
- Monthly electronic newsletters for both employees and employers
- Invitation to **empac** sponsored training on issues relevant to the needs of our members.
- Orientation video

Your Access to Empac Services

As a participant, all members have access to telephonic support from **empac** staff 24-hours a day, 7-days a week. Our team can provide participants with emotional support and resources during difficult times in their lives.

To access any of the services offered (counseling, coaching, legal, financial, etc.), participants may call our office at 1-800-234-0630 or 316-265-9922 and speak to an intake specialist. Services may also be initiated by emailing us at empac-eap.com or through the contact link on the member-only website portal.

Participants who reside in Kansas may schedule with an **empac** counselor (in-person, phone, or video) or be given the option of receiving services from an affiliate counselor in their area. Participants outside of Kansas will be given affiliate network options for their situation.



OUR MODEL OF CARE

- **Getting started with empac**

Empac offers short-term counseling and coaching to meet the needs of your organization. That model includes a set number of sessions per employee household per calendar year, regardless of how many issues are addressed or how many household members want to utilize the service. These may be conducted in person or via a virtual platform. Mandatory referral sessions from the employer do not count towards the employee household individual benefit. If the employee or any member of the household requires services beyond the scope of the EAP, **empac** will assist with referral resources.

- **What does payment look like?**

Empac will invoice the member company quarterly, the month before the upcoming quarter of service. If a different billing frequency is needed, you may make that request from your account manager. **Empac** accepts payments electronically or by check but does not accept credit card payments.

- **Next steps after contract**

Upon acceptance of the proposal, a contract and account set-up form will be sent to you for approval and completion. Both the contract and new account forms will need to be returned before services can begin.

Empac's contracts are auto-renewing and can be canceled at any time with a 30-day written notice.

YOUR PROPOSAL QUOTE

For 73 employees

COACHING/COUNSELING SESSION INCLUDED (per employee household per calendar year)	6	12
TRAINING or CISD TRAINING HOURS INCLUDED (per calendar year)	4	4
PEPM (PER EMPLOYEE PER MONTH) RATE	\$2.00	\$2.90
TOTAL MONTHLY COST	\$146.00	\$211.70



City Council Meeting
November 20, 2023

To: Mayor & City Council
From: Austin St. John, City Administrator
Re: Mulvane Patriots
ACTION: Accept and approve:
1. Approve expenditure of \$10,000 to the Mulvane Patriots
2. Approve free field usage.
3. Indicate Intent Whether to Allow CMBs on City Property.
4. Approve additional expenditure for fireworks.

Background:

The City of Mulvane, Kansas (the "City") previously was the host city of a college summer league baseball team. For various reasons, the team was discontinued. The Kansas Collegiate League Baseball (KCLB) is proposing a new team, the Mulvane Patriots, be hosted out of Mulvane. The KCLB is requesting use of a baseball field, \$10,000 in startup cost, \$10,000 if the City would like a fireworks show and approval of a CMB license. They are also requesting City Staff bring the field to a good playing standard and the ability to cordon off an area for serving beer and to allow a focalized gate area for tickets to be sold. With the use of the field, the KCLB is proposing to offer youth mini camps, community nights and people to maintain the field during the season.

Analysis:

The KCLB is asking for free use of a field, \$10,000 startup costs and the ability to serve beer and charge for entry. When the City previously hosted a baseball team, City Staff was utilized to bring the field to a good, playable surface, which would match the current request. According to City Staff, around \$2,000 was requested for the previous team; paid for out of the Transient Guest Tax.

Financial Considerations:

The upfront cost of \$10,000 is the main part of the KCLB's request. In return for the upfront cost, the KCLB is proposing 10% of the ticket and beer sales be paid back to the City as a part of the partnership. Also under consideration is another \$10,000 request if the City would like KCLB to host a firework show.

Legal Considerations:

The City Attorney recommends not participating in a portion of the beer sales proceeds (but rather impose a use fee, if appropriate) and believes the premises liability insurance should be reviewed with the broker prior to any agreement and notes that both ticket and beer sales will be subject to State and local sales tax.

Options:

1. Decline all requests.
2. Accept request for free use of field.
3. Accept request for \$10,000 startup cost (or other level of funding).
4. Accept or indicate intent with respect to CMB sales on City property and request the City Attorney amend the City Code if necessary.
5. Accept request for sponsorship of fireworks at some level.

Possible Motion

I move we approve the request of the Kansas Collegiate League Baseball; provide for the use of a baseball field at no cost; provide \$10,000 in startup costs; provide \$10,000 for a fireworks show and approve the submission of an CMB license application for City property.

Mulvane Patriots Proposal – 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.

Team Name – Mulvane Patriots

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 – Joey Smith

Associate Head Coach – Gage Walker

Recruiting-

Our goal is to bring in high character athletes that will impact the Mulvane community during the summer. Our local approach will highlight high school players wanting to play at the next level. Additionally, we will create a channel of outside area players that will be a funnel to more student athletes for the colleges in the surrounding areas. The team will also participate in an end of summer national tournament known as the SummerBall Showdown. The SummerBall Showdown is the largest tournament in the country of its kind and offers a cost-effective approach to showcase the teams' athletes.

Insurance-

The team will carry its own insurance, and the field will be added as an additional insured.

Scheduling-

Field rental/usage is completely flexible based on the availability as we look to schedule 16-20 home games.

Start times-

Flexibility is there to start earlier than our normal scheduled times of 7pm.

Days-

We make our schedule in October, which is still very flexible. We will work with the park and rec department to schedule dates that best suit youth camps and home games that work within the community.

Umpires-

Officials are scheduled and maintained by Mid America Sports Officials; we operate with a 2-man crew which is played by the NCAA rules. Scheduling and paying umpires are incurred by the team.

Community-

Traditionally all KCLB owned teams participate in everything that is related to sports in the community. In the inaugural year the team will partner and host youth mini camps through the Mulvane Rec.

Host families-

The team will rely on the community to provide a host for the 2-month stay, which allows the athletes to have a bed and a place to do their laundry. The athletes know that they are responsible for their day to day needs such as food, transportation, etc. Many times, this experience creates an everlasting connection between host family and athletes throughout their baseball journey. To operate effectively in 2024, we would need assistance reaching the community. We will need around 15 to 20 host families to operate the team.

Partnership-

We would like to propose a partnership with the city and create an atmosphere of entertainment at our games that is spectator baseball. An atmosphere where the community can come to enjoy themselves on the summer evenings and support an organization that is rooted within its city. To accomplish this, we would like to create a beer garden. To do this we would need to be granted a Cereal Malt Beverage (CMB- Beer Only) license by the city. We would form a temporary fence around the baseball field, fence provided by the city, to adhere to CMB protocol. This space would be staffed, have proper security protocol, and run in the specific controlled area by the KCLB Team, the KCLB currently operates 4 teams, in different cities that have granted the CMB; those cities are, El Dorado, Winfield, Park City (Wichita), and Wellington.

We would also ask for City support to build a solid foundation for the team to be successful, typically we ask for a 2-year commitment. With that commitment we ask for the field expenses to be covered by the City and \$10,000 (this helps us for the first 2 years) to cover startup expenses, this includes 2 button up uniforms, city connect uniform for home games (all council members will receive a city connect uniform) and an away uniform, this also 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 city provided fireworks and 4th of July with city provided fireworks. We will provide 2 Free kids camps. All City and Rec employees – immediate family included – Free Season passes.

Upon completion of 2-year agreement is complete, we are open to a 5-year opportunity with added asks

Expected Start Up Budget – 2024

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>	\$34,950	\$34,950
League Fees	\$3,480	
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. Field & Equipment	\$5,000	
<i>Franchise Overview- Adjusted Expenses</i>	\$34,950	Total = \$34,950

Kansas Collegiate League Baseball

Franchise Overview - Expenses

League Fees - Total - \$3,480

League Fees \$1600

Insurance \$580

Website \$800

Premier Officiating Assignments \$500

Coaching Salary - Total - \$6,000

Summer college teams traditionally hire a head/assistant coach for a stipend.

Field Rental - Total - \$2,500

The team needs a place to play that is college baseball appropriate. Facility rental varies from \$100 - \$275 per home date. The average cost for a game ready field to play a single 9 in our league is \$200. Some teams do not pay for facility rental which is a significant savings.

Operating Expenses - Total - \$7,660

Baseballs: \$90 doz. (Teams typically purchase 20 dozen) Mulvane =\$1800

Umpires: \$250 - DH / \$125 – Single 9 EW (18 home dates) = \$4500

Office Space: \$960

All Star Festivities: \$400

Uniform Expenses – Total - \$5,960

It is up to the franchise to provide uniforms and equipment. All of the teams in the Kansas Collegiate League provide a complete designer uniform with multiple tops. Teams provide two button ups and cap but require players to provide their own white/grey pants. Most players in the league have their own equipment, catchers gear and bats. Helmets that meet all safety standards are usually provided by the franchise. Costs for equipment and uniforms vary, depending on the cloth, brand, design, print and quantity. *Attached on the last page, you will find the mockups for uniforms and hat

- The Patriots would like to purchase 2 sets of uniform tops, practice top and hats. \$4,960
- The Patriots would like to purchase helmets. \$1000

Live Stream and Scoring Equipment – Total - \$2,250

It is up to the franchise to provide a suitable HD Camera, most utilize a Mevo Start Camera, and a scoring device, most utilize an iPad with Cellular data. All of the teams in the Kansas Collegiate League provide their own equipment to Live Stream, Score, and Public Address Speaker (where applicable).

Misc. Field and Equipment – Total - \$5,000

This is a flex expense to provide miscellaneous field materials and equipment.

Tournament Expenses – Total \$1,600

Post Season National Tournament

<i>Franchise Mulvane -Estimated Income</i>	\$23,750	\$23,750
Player Fees 25 Players		
\$950/player	\$23,750	
Gate/Beer Sales	\$3,000	
Merchandise	\$250	

Adjusted Income **\$23,750**

With rising expenses, we had to raise our player fees, additionally with doing more givebacks no additional income is confirmed at this time. We are currently recruiting and have 10 players rostered for 2024.

2024 Patriots - Overview (-11,200)

Formal Request:

\$10,000- (ability to give all up front or split between 2 years)

- Provides the Patriots the opportunity creates a Mulvane specific City Connect Uniform (Mulvane across the chest and City crest on the sleeve)
- Provides the Patriots the opportunity to create an away jersey
- 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

In Return:

- Two community events, dates selected by you (Typically Opening Day and another in July)
- Season passes for all council members and rec staff, this includes their families.
- Return on Investment with our Partnership and promoting hotel overnights when the players parents come to visit. (Average of 120 nights based on 30 players from Out of State)
- Two Free Youth Mini Camps partnered through the Mulvane Rec.
- Members of the Council (6) will receive one city connect uniform with the number 24 for our partnering year.
- Players and Coaching Staff would assist in field maintenance
- A partnership with the city would allow us to send players to the city for summer work.

** If a Firework show is desired, we do have connections with a local Pyrotechnic Company and have utilized this connection in Winfield KS, a 15-minute show cost \$10,000. This would be an additional request unless the City of Mulvane would like to begin the tradition and connect with our firework partner. Typical Firework Shows are community events, FREE for Everyone, and take place on opening day, 4th of July, or on a special date between June and July. Patriot Guard, where our name stems from, was organized on July 25th, 2005.

Concessions-



60/40 split of the concessions with the Mulvane Rec. We will negotiate with the rec to support their cause.

We would propose that the Rec runs the concessions and has the lion share of split revenue. We would offer the opportunity by outsourcing this to help give back to the Mulvane community through a youth organization, booster clubs, before we would organize and operate the concessions.

Gate-

10% gate and beer profits back to the city (KCLB operated)

We plan to charge a \$2-4 gate depending on what theme night we have that evening. We think of the gate as more of a donation from our supporters to the team, we hope to earn that business from the community. This is not a budgeted stream of income with the team and not something we rely on. On select nights, we will partner and donate back to local initiatives and charities.

Our hopes will be to find a sponsor for these nights so that tickets to the games are free. Example: Mulvane City buyout night, all of the free tickets to the game are located there and anyone can get a free ticket to the game by stopping by there.

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

David Buche
KCLB Operations
Mulvane Patriots Operations

Mulvane Patriots
501c3 Non-Profit | EIN 83-3190030





L SLEEVE



NECK



R SLEEVE



FRONT



BACK



L SLEEVE



NECK



R SLEEVE



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BACK



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NECK



R SLEEVE



FRONT



FRONT

**City Council Meeting
November 20, 2023**

To: City Council
From: Shelly Steadman, Mayor
RE: Friends of McConnell
Action: Accept donation and pursue corporate membership to Friends of McConnell

Friends of McConnell was organized in the 1960s to provide support to airman and their families for a variety of non-budgeted items. The group originally and consisted of 10 civic leaders who each anonymously donated \$1000 to form the organization. During the 1990s, the Friends of McConnell's activity and contribution on base became the key link between the Base Commanders and local municipalities. The organization began to grow in affiliation with active duty, reserve, and guard in Wichita and Derby and has more recently expanded to encompass Andover, Haysville and Mulvane. An affiliate of the Wichita Chamber of Commerce, Friends of McConnell is a vital link between local business and the military. The group supports activities that expand awareness of the local military as a local, regional, and state-wide asset.

The goal of Friends of McConnell is to develop a strong social and economic link between McConnell's military leaders and their civilian counterparts. The organization provides organizational and financial support for Base programs that benefit airman and their families. Every donated dollar and all annual dues are used to directly impact local airman. Programs include the Honorary Commander Program, Mission Wichita, Bring your Kid to Work Day, Family Day, Wing Awards Ceremonies, McConnell Spouses Club, and the Air Show.

Just a few years ago, the number of active duty families in Mulvane was very small. Through the work of our local Honorary Commanders Frank Carson and Jerry Lazar, along with other Mulvane civic leaders, the number of children in our schools and active duty airmen and reserves with Mulvane addresses has grown substantially. I have been honored to have been included in some of the programs aimed at educating municipal leaders about the mission of the 22nd Air Refueling Wing. This past year I was one of 19 civic leaders who travelled from McConnell AFB to Dover AFB aboard a KC-46 Pegasus and learned first-hand the Air Force Mortuary Affairs mission and received briefings and orientation of the Armed Forces Medical Examiner System and Joint Personal Effect Depot. Dover serves as the Mortuary Port for all departments of defense and is the primary port for airborne military shipments in and out of the United States. The operation is currently managing the vast majority of aid being shipped to Ukraine. Leaders were also briefed on the process for receiving fallen heroes, the facilitation of dignified transfer on the flight line, the meticulous process whereby the fallen are fitted for their final uniform, and how personal effects are restored and prepared for presentation to loved ones. As my position on the council is winding down, it is my hope that the next generation of council members can have some of the same opportunities I have had learning about the important mission of McConnell and other Air Force Bases throughout the country.

Mulvane should be interested in showing support for those who serve in the military, these citizens make positive contributions to their communities and are the neighbors we all want to have. To that end, it is my recommendation that the City of Mulvane join other local municipalities in establishing corporate membership to Friends of McConnell. To encourage your support, I will dedicate \$2500 of my mayoral earnings this past term to cover the Gold membership cost.

Recommended motion:

I move the City of Mulvane accept the donation of \$2500 for the purpose of becoming Gold Corporate members of the Friends of McConnell Organization.

Sponsor:



Corporate Member Registration Form

Membership Levels

___ Platinum: \$5,000 ___ Gold: \$2,500
___ Silver: \$1,000 ___ Bronze: \$500

Amount Enclosed: \$ _____ Date: _____

Company Name _____

Company Membership Contact: _____

Mailing Address: _____

Physical Address (if different) _____

City	State	ZIP
------	-------	-----

E-mail address (required): _____

(FOM correspondence is sent via email. Please be sure to complete this line)

For multiple representatives please list on back

Office Phone: Area Code (____) _____

Cell Phone: Area Code (____) _____

Please complete this form and mail with your check payable to Friends of McConnell to:

**Mike Heldstab ~ Friends of McConnell
350 W. Douglas Avenue ~ Wichita, KS 67202
316.268.1157 or 316.644.4572**

THANK YOU!

4.2022

City Council Meeting
November 20, 2023

TO: Mayor and City Council
FROM: J.T. Klaus, City Attorney
RE: City of Wichita, Kansas/Subaward Agreement
ACTION: Approve the Cost Reimbursement Subaward Agreement

Background:

The City of Wichita is the designated recipient in the Wichita Urbanized Area of a Federal Transit Administration (FTA) Enhanced Mobility of Senior and Individuals with Disability grant to assist with the transportation needs of elderly persons and persons with disabilities in the Wichita metro area (the "Grant"). The City of Mulvane, Kansas (the "City") has been awarded a subaward from the Grant to help provide the City funds to purchase and maintain a vehicle to be operated by the City's Senior Center and to be used for transporting elderly persons and person with disabilities. The terms of this Subaward Agreement require the City to contribute matching funds as proportionately predetermined in the Agreement or pay for certain items and then be reimburse from Grant funds.

The vehicle, which will be selected by the City, will be purchased by Wichita Transit once all subaward agreements from all other recipients have been signed. The City will be invoiced roughly thirty (30) days prior to delivery of the vehicle only for the local match portion owed by the City. There will be a lien placed on the vehicle for either four years or 150K miles (as directed by the FTA useful life guidelines). Once one of those requirements has been met, a lien release will be completed, and the City will own the vehicle outright. The City of Wichita and Wichita Transit use the lienholder option instead of a leasing option because they have found that participating subawarded cities were not able to obtain ADA placards with a lease, creating unneeded red tape. Please note that with federal money being used to purchase the vehicle, Wichita Transit is still responsible for making sure that the City remains in compliance with FTA regulations as outlined in the Subaward Agreement.

Financial Consideration:

The City has already approved in the 2023 budget the costs associated with the local match portion of the Grant's requirements, including the City's local match funds needed for the purchase of the vehicle. In subsequent years, the City will need to continue to approve funds to cover the local match amount needed for operational expenses. As for continual operating costs, the City will submit a quarterly report to the City of Wichita/ Wichita Transit, along with an invoice, that will request reimbursement for the federal portion of the fund spent.

Legal Consideration:

Because this is a federal grant, the City must remain compliant with FTA regulations, as well as other Federal guidelines. Wichita Transit will direct the City to what actions need to be taken to stay in compliance.

Recommended Motion:

I move to approve the cost reimbursement Subaward Agreement between the City and the City of Wichita.

COST REIMBURSEMENT SUBAWARD AGREEMENT

This COST REIMBURSEMENT SUBAWARD AGREEMENT (“Agreement”) is entered into by and between the City of Wichita, Kansas (“WICHITA”) and the City of Mulvane, Kansas (“MULVANE”). The primary place of performance under this Agreement is Wichita, Kansas, U.S.A., Congressional District KS-04.

WHEREAS, WICHITA and MULVANE both operate transportation services within the WICHITA Urbanized Area (UZA) and are committed to improving mobility for seniors and individuals with disabilities.

WHEREAS, pursuant to the Fixing America’s Surface Transportation (FAST) Act (“Act”), WICHITA is the designated recipient in the Wichita UZA of U.S. Federal Transit Administration (FTA) Enhanced Mobility of Seniors and Individuals with Disabilities – Section 5310 funding (“Grant”), totaling \$1,077,140 and funded under Catalog of Federal Domestic Assistance (CFDA) Number 20.513 – Capital Assistance Program for Elderly Persons and Persons with Disabilities. The Grant total includes ten percent (10%) of Indirect Costs to WICHITA. This Grant is not Research and Development (R&D).

WHEREAS, under terms of the Grant No. KS-2023-010-00, dated July 22, 2023, specified in the 2023 FTA Master Agreement (attached hereto as Exhibit D), WICHITA (hereinafter also known as “Recipient”) hereby awards a cost-reimbursable subaward to MULVANE (hereinafter also known as “Subrecipient”), Unique Entity Identifier 053289427. This subaward does not include Indirect Costs.

It is, therefore, mutually agreed as follows:

- 1. Period of Performance and Term.** Unless earlier terminated as provided in Paragraph 10 of this Agreement, the Subaward Period of Performance shall start on July 1, 2023, and end on June 30, 2025. This Agreement shall remain in effect until receipt of final payment by MULVANE. The funding provided during the finite term of this subaward shall be used to assure vehicle preventative maintenance and record keeping extending throughout the useful life of the vehicle for the purposes of vehicle maintenance and repair. The vehicle use after final payment under this subaward will remain restricted to its intended use supported by the subaward recordkeeping obligations and maintenance agreements. Failure to do so will be deemed a breach of this subaward Agreement. The obligation to honor and fully perform those agreements shall survive the term of this subaward Agreement. Failure to meet this obligation will be considered in future competitive solicitation for subawards and program funds and may be enforced by setoff from future subawards or program funds and by any other means allowed by law.
- 2. Operations and Management.** MULVANE shall be an independent entity and not an employee or agent of WICHITA. In support of MULVANE’s operations and to improve the mobility options for seniors and persons with disabilities throughout the WICHITA UZA, WICHITA, and MULVANE agree to implement this grant by executing the outright purchase of the vehicle to be entered into by the parties for vehicle(s) procured through this Grant and subaward. WICHITA and MULVANE shall each be solely responsible for the separate operation and management of their respective transportation systems. MULVANE’s obligations for preventive maintenance, responsive repairs, and recordkeeping continue for the useful life of the vehicle. WICHITA and MULVANE agree to act with due diligence and good faith in the exercise of the operation and management of their respective systems to comply with the terms of this Agreement and to work together in a mutually supportive manner to ensure the implementation of all provisions contained in this Agreement. WICHITA agrees to assist MULVANE in setting up guidance for proper reimbursement and payout documents, and data submission. WICHITA will be responsible for scheduling an annual meeting with MULVANE for review and future planning. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

3. Amount of Federal Funds Obligated and Required Local Match. The amount of federal funds obligated to MULVANE, by this action in total, is anticipated to be NINETY THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS AND NO CENTS (\$90,555.00). The total required local match is THIRTY-TWO THOUSAND THREE HUNDRED EIGHTY DOLLARS AND NO CENTS (\$32,380.00). The allocation of these funds is set forth in the Scope of Services, Method of Payment, and Reporting Requirements attached hereto as Exhibit B.

4. Contact Information.

Federal Awarding Agency:

Federal Transportation Administration
Shannon Graves, Transportation Program Specialist
901 Locust Street, Suite 404
Kansas City, MO 64106
(816) 329-3926 shannon.graves@dot.gov

Designated Recipient (WICHITA):

City of Wichita (Wichita Transit)
Raven Alexander, Mobility Relations & Grant Mgr
777 E. Waterman
Wichita, KS 67202
(316) 352-4868 ralexander@wichita.gov

Subrecipient (MULVANE):

City of Mulvane
Kaylie Mistretta, Senior Center Director
628 E Mulvane St.
Mulvane, KS 67110
(316) 777-4813 mulvaneseniorcenter@gmail.com

5. Compliance with Laws.

- a. This Agreement provides information pursuant to the requirements set forth in 2 CFR 200.331. WICHITA and MULVANE hereby agree, in the performance of this Agreement, to comply with all applicable federal, state, and local laws, including specifically this Agreement and all Exhibits, and all requirements of the FTA 5310 Enhanced Mobility Program and 2 CFR Chapter I, Chapter II, Part 200, 215, 220, 225, and 230: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as appropriate and applicable. 2 CFR Chapter I, Chapter II Part 200, et al. is commonly referred to as the Super Circular and replaced 49 CFR Parts 18 & 19, or the Common Grant Rule, which is referred to in the 5310 circular.
- b. If MULVANE is a private entity as defined in 2 CFR Part 175.25, MULVANE agrees that it and its employees that participate in this Subaward may not: 1. Engage in severe forms of trafficking in persons during the period of time that this Subaward is in effect; 2. Procure a commercial sex act during the period of time that this Subaward is in effect; or 3. Use forced labor in the performance of this Subaward or subagreements thereunder. Relevant definitions are set forth in the FTA Master Agreement specified in Exhibit C to this agreement.
- c. Any procurement using 5310 funds must meet the FTA procurement requirements set forth in FTA Circular 4220.1F "Third Party Contracting Guidance," as revised March 18, 2013, which include, but are not limited to, debarment and suspension regulations that apply to agreements and purchases over \$25,000. Contractors and vendors which are party to such agreements must not be debarred, suspended, or on the excluded parties list. The System for Award Management (SAM) shall be checked prior to the award of any such agreement.

6. Establishment and Maintenance of Records. MULVANE shall establish and maintain records as prescribed by WICHITA, with respect to all matters covered by this Agreement. Except as otherwise authorized by WICHITA, MULVANE shall retain such financial and non-financial related records for a period of three (3) years after receipt of the final payment under this Agreement or termination of this Agreement for auditors or WICHITA. However, if any litigation, claim, negotiation, audit, oversight, or

other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of issues which arise from it or until the end of the regular three-year period, whichever is later.

- 7. Reports and Information.** MULVANE, at such times and in such forms as WICHITA or its designates and authorized representative(s) may require, shall furnish to WICHITA, the FTA, or their designated and authorized representative(s) such statements, records, reports, data, and information as they may request pertaining to matters covered by this Agreement including, but not limited to, those specified in Scope of Services, Method of Payment, and Reporting Requirements (Exhibit B). MULVANE shall also provide notice of the completion of required audits and any adverse findings, which impact this Subaward as required by 2 CFR parts 200.501 – 200.521.
- 8. Audits and Inspections.** As required by 2 CFR parts 200.336, 200.337, and 200.201 as applicable, MULVANE shall, at any time, and as often as WICHITA may deem necessary, make available to WICHITA, or its designated and authorized representative(s), all of its records and data pertaining to matters covered by this Agreement for the purpose of making audits, oversights, examinations, excerpts, and transcriptions. MULVANE is required to provide WICHITA with access to their single audit report or reports of other audits, as applicable and required.
- 9. Payments.**

 - a. Compensation and Method of Payment.** Compensation and method of payment to MULVANE relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto and will be administered under the established accounting and fiscal policies of WICHITA.
 - b. Total Payments.** Total payments to MULVANE will be in the contracted amount of SEVENTEEN THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$17,600.00) for capital (security) and operating activities effective as of the start date of the Period of Performance set forth in Paragraph 1 of this Agreement. Payments will be made contingent upon the availability of FTA funds. The Grant contains Pre-Award Authority allowing payments to be made as of the effective date of this agreement. Grant Funds will be paid directly to the vehicle vendor, with WICHITA paying to the vehicle vendor the amount required as the MULVANE's local match in order to complete the purchase. MULVANE will reimburse WICHITA the full amount of these local match funds under the terms of the subaward on or before thirty days after being invoiced from WICHITA. MULVANE shall file title documentation reflecting WICHITA's lien on each vehicle purchased and acknowledges a purchase money security interest in favor of WICHITA, dischargeable upon full reimbursement.
 - c. Restriction on Disbursements.** No grant funds shall be disbursed to MULVANE or a contractor except pursuant to a written contract approved by WICHITA that incorporates by reference the general conditions of this Agreement and the Appendices to this Agreement, as appropriate, as well as any applicable federal requirements.
- 10. Termination.** Whenever either of the parties hereto determines that termination of this Agreement is in such party's best interest, then the Agreement may be terminated by giving written notification to the other party. A determination may include, but not be limited to:

 - a. Failure of either party to comply with any or all items contained within Sections 1 through 13 of this Agreement and its Appendices, and/or provisions of any subsequent contractual amendments executed relative to this Agreement;
 - b. The suspension or termination of project funds under the Grant to WICHITA;

- c. Either party hereto may also, by giving thirty (30) days' notice, terminate this Agreement for convenience;

Upon receipt of notice of termination, MULVANE shall: (1) discontinue further commitments of contract funds to the extent they relate to the terminated portion of the Agreement; (2) promptly cancel all Agreements and/or orders to subcontractors utilizing funds under this Agreement; (3) submit, within a reasonable period of time to be specified by WICHITA, a cancellation settlement proposal which shall include a final statement for the Agreement, or reimbursement of unearned funds previously distributed.

11. Use of Name. WICHITA and MULVANE agree that neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is subject to this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described. This does not apply to any required use of any logos, disclaimers, or similar information that may be set forth in the FTA award that is subject of this Agreement.

12. Whistleblower Protection. Pursuant to the Pilot Program for Enhancement of Contractor Employee Protections (48 CFR 3.908), MULVANE is required to: inform their employees working on any Federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C. §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

13. Appendices. All exhibits referenced below and all amendments or mutually agreed upon modification(s) made by both parties are hereby incorporated as though fully set forth herein. In case of conflict in terms between this Agreement and Exhibit C, the terms of Exhibit C shall take precedence.

Exhibit A	Nondiscrimination and Equal Employment Opportunity Statement
Exhibit B	Scope of Services, Method of Payment, and Reporting Requirements
Exhibit C	Fiscal Year 2023 Certifications and Assurances for FTA Assistance Programs
Exhibit D	FTA Master Agreement
Exhibit E	Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

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

PASSED AND APPROVED and effective as of this _____ day of _____, 2023.

CITY OF MULVANE, KANSAS
By order of the City Council

CITY OF WICHITA, KANSAS
By order of the City Council

Shelly Steadman, Mayor

Brandon Whipple, Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

J. T. Klaus, City Attorney

Jennifer Magana, Director of Law

ATTEST:

ATTEST:

Debbie Parker, City Clerk

Jamie Buster, City Clerk

Exhibit A
Nondiscrimination and Equal Employment Opportunity Statement

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

- A. During the performance of this Agreement, the contractor, subcontractor, vendor, or supplier of the City, or any of its agencies, shall comply with all provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin, or ancestry;
 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, “Equal Opportunity Employer” or a similar phrase to be approved by the “Kansas Human Rights Commission”;
 3. If the contractor fails to comply with the manner in which the contractor reports to the “Kansas Human Rights Commission” in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this Agreement and it may be canceled, terminated, or suspended in whole or in part by the contracting agency;
 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the “Kansas Human Rights Commission” which has become final, the contractor shall be deemed to have breached the present Agreement, and it may be canceled, terminated, or suspended in whole or in part by the contracting agency;
 5. The contractor shall include the provisions of Paragraphs 1 through 4, inclusive, of this Subsection B in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor, or subcontractor shall practice nondiscrimination – equal employment opportunity in all employment relations, including, but not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The vendor, supplier, contractor, or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor, or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor, or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, “disability, and age except where age is a bona fide occupational qualification”, national origin, or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor, or subcontractor shall include the phrase, “Equal Opportunity Employer” or a similar phrase;
3. The vendor, supplier, contractor, or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with nondiscrimination – equal employment opportunity requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor, or subcontractor shall be deemed to have breached the present contract, purchase order, or Agreement and it may be canceled, terminated, or suspended in whole or in part by the City or its agency, and further civil rights complaints or investigations may be referred to the State;
4. The vendor, supplier, contractor, or subcontractor shall include the provisions of Subsection 1 through 3, inclusive, of this present section in every subcontract, sub-purchase order, or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor, or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this Agreement, and it may be canceled, terminated, or suspended in whole or in part by the contracting agency.

D. Exempted from these requirements are:

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

Exhibit B
Scope of Services, Method of Payment, and Reporting Requirements

A. Scope of Services

1. MULVANE will engage in operating activities and acquire a vehicle, in support of general public transportation services in Wichita, Kansas, under federal guidelines.
2. During the period of performance specified in Paragraph 1 of this Agreement and as specified in Paragraph 3 of this Agreement, the amount of operating funds anticipated from the Federal Transit Administration Section 5310 grant for this subaward is \$16,000. A local match in the amount of \$16,000 is required. This subaward does not include Indirect Costs, and Indirect Costs should not be assessed on these allocations.
3. Allocations are as follows:
 - a. Capital (Vehicle): \$106,535 [\$90,555 federal; \$15,980 local match (85%/15%)]
 - b. Capital (Security): 2,000 [\$1,600 federal; \$400 local match (80%/20%)]
 - c. Operating: \$32,000 [\$16,000 federal; \$16,000 local match (50%/50%)]
4. Matters concerning the performance of this subaward, or request or negotiation of any changes in the terms, conditions, or amounts cited in this Agreement, and any changes requiring prior approval shall be directed to the appropriate party's contact contained in Paragraph 4 of this Agreement.

B. Reporting Requirements

As a recipient of the Federal Transit Administration's Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities funding, MULVANE is required to submit progress reporting for the 5310-funded project to WICHITA. Any revision in project activities or budgets must be approved by WICHITA and submitted in the quarterly report following approval. All civil rights (Title VI, EEO, DBE) compliance issues or complaints must be submitted to WICHITA with quarterly reports.

1. Quarterly Reports shall be submitted by the 15th of the month following calendar quarters ending in December, March, June, and September. These Program Performance/Measures reports (described in Paragraph B. 3.) include:
 - a. Performance Reporting
 - b. Program Measures
 - c. Activity Report
 - d. Vehicle Reports
 - e. Project Expenditure Report/Requests for Reimbursement

2. Report Due Dates

With the exception of the monthly Vehicle Ridership Form, the reports listed in section 3 should be submitted to WICHITA on a quarterly basis as follows:

REPORTING PERIOD	REPORT DUE DATE
October 1-December 31	January 15
January 1- March 31	April 15
April 1-June 30	July 15
July 1- September 30	October 15

3. Program Performance/Measures Report

a. Performance Reporting:

MULVANE shall submit to WICHITA **at the beginning of each calendar year**, for as long as project equipment is owned by MULVANE, a certification that (a) the project equipment is still being used in accordance with the terms of the grant project and (b) that no part of the local contributions to the cost of the project has been refunded or reduced.

b. Program Measures:

Submit both quantitative and qualitative information as available on each of the following measures:

Traditional Section 5310 Projects:

- Gaps in Service Filled. Number of seniors and individuals with disabilities that would not have had mobility without the implementation of a traditional 5310 project.
- Ridership. The number of one-way trips provided to seniors and individuals with disabilities through traditional 5310 projects.

Other Section 5310 Projects:

- Enhancements to services that impact transportation for seniors and individuals with disabilities.
- Enhancements to physical infrastructure that impact transportation services for seniors and individuals with disabilities through other 5310 projects.
- Number of one-way trips provided for seniors and individuals with disabilities through other 5310 projects.

This information will be used to report performance indicators to the Federal Transit Administration that will be used in measuring relevant outputs, service levels, and outcomes for the Section 5310 program.

c. Activity Report:

- Provide significant developments or changes as they occur during the year, including any problems, delays, or adverse conditions that may materially impair the ability to meet the objective of the project; and
- Provide any favorable developments that may enable meeting time schedules and objectives sooner or at a cost substantially less than expected.

d. Vehicle Reports:

Vehicle Ridership and Maintenance reports will be required during and past the period of performance, continuing through the end of the usable life of any vehicle(s) procured through this subaward.

Vehicle Ridership

The 5310 Vehicle Ridership Form (to be provided by Wichita Transit during the award stage) should be completed and submitted monthly to Wichita Transit for each vehicle regardless of whether the vehicle was operated during the month. The report should include the vehicle number (last four digits of VIN); the number of trips provided to the elderly, disabled, and general public; and expenditures relative to service operations.

Maintenance

Documentation of maintenance performed in accordance with an FTA section 5310-compliant vehicle maintenance plan approved by WICHITA, to assure compliance with requirements under the Grant.

e. Project Expenditure Report/Requests for Reimbursement:

The duties of MULVANE and WICHITA contained in this Agreement are subject in all respects to compliance with the provisions of the Kansas Cash Basis Law (K.S.A. § 10-1101 et seq.), the Kansas Budget Law (K.S.A. § 79-2935), and all other laws of the State of Kansas. Nothing in this Agreement is intended nor shall it be interpreted to violate or require either party to violate these laws. Notwithstanding any provisions of this Agreement to the contrary, parties are only obligated to make payments pursuant to this Agreement from funds budgeted and appropriated for such purpose during the respective party's then-current budget year. All obligations of the parties under this Agreement are specifically subject to annual appropriation.

MULVANE will submit an invoice for payment to WICHITA no later than 15 days after the end of each quarter. WICHITA will reimburse MULVANE for allowable costs no later than 30 days after the invoice is received.

All costs to be reimbursed under the current agreement between WICHITA and MULVANE shall be supported by sufficient documentation evidencing that those costs were specifically incurred **and paid**. A line-item list of expenses must be attached to the invoice for WICHITA to examine and determine if all expenses are FTA-eligible.

Invoices shall include current and cumulative costs, including cost share/match, and certification, signed by an official who is authorized to legally bind MULVANE, as required by 2 CFR 200.415(a):

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

Documentation shall clearly indicate that MULVANE has provided its minimum required local match of funding. All documentation of reimbursable costs and local match shall be clearly identified and readily accessible.

If any cost included in any MULVANE invoice is found by WICHITA to be unallowable/ ineligible, said costs will be rejected by WICHITA. In such event, MULVANE shall submit a revised invoice prior to payment.

All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against MULVANE.

C. Triennial and Other FTA Reviews

WICHITA is subject to an FTA Triennial Review every three years and other reviews at any time. Other reviews include reviews of financial management, procurement, drug and alcohol compliance, and various civil rights compliance. MULVANE is subject to all such reviews.

D. Closeout

A final technical/progress report, including a final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to WICHITA not later than sixty (60) days after the subaward end date or fifteen (15) days after the end of the quarter, whichever is sooner. The final statement of costs shall constitute MULVANE's final financial report.

Exhibit C
Federal Transit Administration Fiscal Year 2023 Certifications and Assurances
and Affirmation of Applicant

The 2023 Certifications and Assurances are on file for review at Wichita Transit, 777 E. Waterman, Wichita, Kansas, and are available on the Internet, on the FTA website: [FY2023 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements | FTA \(dot.gov\)](#)

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

Exhibit D
FTA Master Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

MASTER AGREEMENT

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

FTA MA (30)
November 2, 2022

[FTA Master Agreement \(version 30, November 2, 2022\) | FTA \(dot.gov\)](#)

Exhibit E
Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions
(2 CFR parts 180, 200.213 and 1200)

I certify, by agreement of this contract, that neither _____,
(name of supplier, independent contractor, or offering party)

nor any of its principals or subcontractors with a price equaling or exceeding \$25,000 to be awarded, that are a part of this offer is presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Federal assistance programs or activities under Executive Order 12549 (Debarment and Suspension), and neither _____,
(name of supplier, independent contractor, or offering party)

the Excluded Parties List found on the U.S. General Services Administration (GSA) System for Award Management (SAM): <https://beta.sam.gov/> or on the HHS/OIG List of Excluded Individuals/Entities: <https://exclusions.oig.hhs.gov/>, and neither _____,
(name of supplier, independent contractor, or offering party)

three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses; and have not, within a three-year period preceding this application/proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the party is unable to certify to any of the statements in this certification, such party shall attach an explanation to this offer.

Where a party fails to submit and complete this certification, such party's offer shall be determined to be an incomplete submission.

Business/Supplier/Independent Contractor/Individual

Name: _____
Federal Tax ID No.: _____
DUNS No.: _____
Address: _____

By (individual or authorized representative)

Name (signed): _____
Name (printed): _____
Title: _____
Date: _____

City Council Meeting
November 20, 2023

TO: Mulvane City Council
FR: Gordon Fell, Director of Public Safety
RE: Mulvane EMS Charge Rates
ACTION: Approve new charge rates for Mulvane EMS

Background:

In May 2017, Mulvane EMS adopted its current rates which were increased from the rates established in 2010.

In conversation with Omni EMS Billing, we requested a study of our current rates. It was determined that our current rate structure should be adjusted to exceed the allowable amounts. We also discussed billing for incidentals such as Oxygen, IV, BLS supplies and ALS supplies.

Analysis:

Below are the recommended increases.

Billed	Current	Proposed
Mileage	\$14.00	\$16.25
ALS Non-Emergent	\$400.00	\$500.00
ALS Level 1 Emergent	\$600.00	\$745.00
BLS Non-Emergent	\$400.00	\$485.00
BLS Emergent	\$450.00	\$600.00
ALS Level 2 Emergent	\$750.00	\$950.00
Specialty Care Transportation	\$800.00	\$1,025.00
Standy-By per attendant	\$30.00	\$45.00

These incidentals are built in the proposed rate.

Oxygen	-----
IV Start	-----
BLS Supplies	-----
ALS Supplies	-----

Below is the recommended removal.

Treat/ No Transport	\$100	-----
---------------------	-------	-------

Financial Considerations:

Should see some financial increase in ambulance fees collected.

Legal Considerations:

The Director of Public Safety is authorized by the Mulvane Municipal Code to establish the rates and charges.

Recommendation:

Motion to accept the proposed EMS Charge Rate change and make effective January 1, 2024.

City Council Meeting
November 20, 2023

TO: Mulvane City Council

FR: Gordon Fell, Director of Public Safety

RE: Updated EMS agreements with Sumner County and City of Belle Plaine.

ACTION: Motion to approve the EMS agreement with Sumner County.
Motion to approve the EMS agreement with the City of Belle Plaine.

Background:

Annual updating of EMS agreements with Sumner County and the City of Belle Plaine. The agreements include the area of response and financial responsibility for each entity.

Analysis:

We have not seen any major changes in these response areas, related to calls within our jurisdiction. We have been working with USD 357 in Belle Plaine, to increase the Stop the Bleed/ Jacob Kit Program. We are still utilizing SUFD #9 to assist on those life threatening calls with in their response area. Our new software will allow us to analyze the area more effectively, however I don't see any increase in the need for services within these areas.

Once approved I will present these at the City of Belle Plaine council meeting and to the Sumner County Board of County Commissioners for their signatures.

Financial Considerations:

Continue to receive \$60,000 from Belle Plaine for EMS service from Mulvane EMS. Continue to receive \$228,333 from Sumner County for EMS service from Mulvane EMS.

Legal Considerations:

These agreements were updated to be renewed by 12-31-2023. No changes from the 2023 agreements.

Recommendation:

1st Motion: Motion to approve the EMS agreement with Sumner County.

2nd Motion: Motion to approve the EMS agreement with the City of Belle Plaine.

AGREEMENT FOR EMERGENCY MEDICAL SERVICE
BETWEEN THE CITY OF MULVANE, KANSAS
AND THE CITY OF BELLE PLAINE, KANSAS

This Agreement (the “Agreement”) is made and entered into as of this ____ day of _____, 2023, by and between the City of Mulvane, Kansas (“Mulvane”) and the City of Belle Plaine, Kansas (“Belle Plaine”).

WHEREAS, Mulvane and Belle Plaine recognize that residents of Belle Plaine have a need for emergency medical and ambulance service;

WHEREAS, Belle Plaine has the authority under K.S.A. 65-6101 *et seq.*, as amended, to establish, operate and maintain such service and to contract with any person or municipality for the purpose of furnishing said services; and

WHEREAS, Belle Plaine desires to continue to contract with Mulvane to operate emergency medical and ambulance service within Belle Plaine as hereafter described.

NOW, THEREFORE, in consideration of the services to be rendered and the mutual covenants herein contained, it is mutually agreed as follows:

1. Mulvane shall provide emergency medical and ambulance service in the Covered Area (hereinafter specifically described, including Belle Plaine), which shall be available twenty-four (24) hours per day, seven (7) days per week, except when all available equipment or personnel is otherwise in use.

2. Emergency medical and ambulance service shall be deemed, for the purposes of this Agreement, to be such service required by the onset of a medical and/or physical condition which, without immediate medical attention, could reasonably be expected to (1) place the patient’s health in serious jeopardy; (2) seriously impair bodily functions; or (3) result in serious injury of any bodily organ or part; or if any other means of transportation except by ambulance and trained personnel could reasonably be expected to endanger the individual’s health.

3. Emergency medical and ambulance service shall be available to residents of Belle Plaine, Kansas (as currently incorporated).

4. This Agreement shall not include non-emergency services, which shall be deemed, for the purposes of this Agreement, to be ambulance services which (1) can be scheduled by appointment, (2) will be provided when a patient’s health is not in jeopardy, and (3) when the ambulance service will be provided between the person’s place of residence and some medical office or non-emergency facility.

5. Mulvane’s emergency medical and ambulance services shall be licensed by the State of Kansas and shall:

A. Be generally commensurate with such services provided by Mulvane to its own citizens (with the exception of proximity, response, and travel times).

B. Keep and maintain records relating to the services provided under this Agreement that may be inspected from time-to-time by representatives of Belle Plaine for the purpose of auditing the use of Belle Plaine funds.

6. This Agreement shall be effective beginning January 1, 2024, through December 31, 2024, unless terminated in writing by either party hereto.

7. In consideration of Mulvane's promise and agreement to furnish emergency medical and ambulance service for the Term hereof, Belle Plaine agrees to pay the City \$60,000 per calendar year, as follows: for services from January 1, 2024, thru December 31, 2024 and, \$60,000 shall be made in two equal installments to be due on March 15 and August 15.

Provided, however, nothing herein shall obligate Belle Plaine to make such payments if Mulvane fails to provide emergency medical and/or ambulance service required hereby. Conversely, Mulvane shall not be required to provide emergency medical or ambulance services during any time during which Belle Plaine fails to make such payments. Mulvane shall retain any and all fees collected from individuals, insurance, and/or third-party payors charged or collected in connection with the services provided hereunder, as from time-to-time established by Mulvane.

8. This Agreement shall be construed and governed in accordance with the laws of the State of Kansas.

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

10. In the absence of any gross negligence, Belle Plaine shall hold Mulvane, its employees, contractors, and representatives harmless, and indemnify it from any and all claims resulting from the performance of this contract or the dutiful performance by the men and women who respond to calls or emergencies in the performance of their duties hereunder. Such indemnity shall include any applicable attorney's fees in the defense thereof, as well as such fees incurred in the enforcement of this Agreement.

11. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior communications, writings, and other documents with regard thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF BELLE PLAINE, KANSAS

[seal]

Greg Harlan, Mayor

ATTEST:

Linda Stinnett, City Clerk

CITY OF MULVANE, KANSAS

[seal]

Shelly Steadman, Mayor

ATTEST:

Debra M. Parker, City Clerk

AGREEMENT FOR EMERGENCY MEDICAL SERVICE
BETWEEN THE CITY OF MULVANE, KANSAS
AND SUMNER COUNTY, KANSAS

This Agreement (the "Agreement") is made and entered into this _____ day of _____, 2023, by and between Sumner County, Kansas (the "County") and the City of Mulvane, Kansas (the "City").

WHEREAS, the County and the City recognize that residents of the County have a need for emergency medical and ambulance service;

WHEREAS, the County has the authority under K.S.A. 65-6101 *et seq.*, as amended, to establish, operate and maintain such service and to contract with any person or municipality for the purpose of furnishing said services; and

WHEREAS, the County desires to continue to contract with the City to operate emergency medical and ambulance service within certain areas of the County.

NOW, THEREFORE, in consideration of the services rendered and to be rendered and the mutual covenants herein contained, it is mutually agreed as follows:

1. The City shall provide emergency medical and ambulance service in the Covered Area of Sumner County (hereinafter specifically described), which shall be available twenty-four (24) hours per day, seven (7) days per week, except when all available equipment or personnel is otherwise in use.

2. Emergency medical and ambulance service shall be deemed, for the purposes of this Agreement, to be such service required by the onset of a medical and/or physical condition which, without immediate medical attention, could reasonably be expected to (1) place the patient's health in serious jeopardy; (2) seriously impair bodily functions; or (3) result in serious injury of any bodily organ or part; or if any other means of transportation except by ambulance and trained personnel could reasonably be expected to endanger the individual's health.

3. Emergency medical and ambulance service shall be available to residents of Sumner County residing in the following described area of Sumner County, Kansas, to wit:

Belle Plaine Rural Area

Beginning at the Northwest Corner of Section 10, Township 30 South, Range 1 West of the 6th Principal Meridian; thence east to the Northeast Corner of said section; thence south to the Northwest Corner of the Southwest Quarter of Section 14 of said Township and Range; thence east to the Northeast Corner of the Southeast Quarter of Section 13, Township 30 South, Range 1 East; thence east to the west bank of the Arkansas River; thence southeasterly along the west bank of the Arkansas River to the south line of Section 34, Township 30 South, Range 2 East; thence east to the Northeast Corner of Section 1, Township 31 South, Range

2 East, point also being on the Sumner-Cowley County line; thence south along the Sumner-Cowley County line to the Southeast Corner of Section 36 of said Township and Range, thence west to the Southwest Corner of Section 35, Township 31 South, Range 1 East; thence north to the Northwest Corner of said Section 35; thence west to the Southwest Corner of Section 27 of said Township and Range; thence north to the Northwest Corner of said Section 27; thence west to the Southwest Corner of Section 21 of said Township and Range; thence north to the Northwest Corner of said Section 21; thence west to the Southwest Corner of Section 17 of said Township and Range; thence north to the Northwest Corner of said Section 17; thence west to the Southwest Corner of Section 7 of said Township and Range; thence north to the Southeast Corner of Section 36, Township 30 South, Range 1 West; thence west to the Southwest Corner of Section 34 of said Township and Range; thence north to the point of beginning (excluding any incorporated areas therein).

Clearwater Area

The 30 square miles located North of E. 90th St., South of E. 119th St., West of N. Ridge Road, and East of N. Clearwater Road, all in Sumner County, Kansas.

Mulvane Rural Area

Beginning at the Northwest Corner of Section 3 Township 30S, Range 1 West, thence South 1 mile, East 1 mile, South 1 1/2 miles to the Quarter Section line between Section 14 and 15, Township 30S, Range 1 West, thence East 9 miles to the Arkansas River, thence Southeasterly following the Arkansas River to the South line of Section 34, Township 30S, Range 2 East, thence East to the Sumner-Cowley County line, thence North 6 miles along the Sumner-Cowley County line, thence North 6 miles along the Sumner-Cowley County line to the South line of the Sumner-Sedgwick County line, thence West along the Sumner-Sedgwick County line to the point of beginning (excluding any incorporated areas therein).

(the "Covered Area").

4. This Agreement shall not include non-emergency services, which shall be deemed, for the purposes of this Agreement, to be ambulance services which (1) can be scheduled by appointment, (2) will be provided when a patient's health is not in jeopardy, and (3) when the ambulance service will be provided between the person's place of residence and some medical office or non-emergency facility.

5. The City's emergency medical and ambulance services shall be licensed by the State of Kansas and shall:

A. Be staffed with at least two (2) attendants pursuant to K.A.R. 109-2-7.

B. Be covered by liability insurance (1) in amount not less than \$25,000 covering liability for injury to, or death of, one person in any one accident, (2) subject to the said limit for one person, to a limit of not less than \$50,000 covering liability for bodily injury to, or death of two or more persons in any one accident, and (3) a limit of not less than \$10,000.00 for injury to or destruction of property of others in any one accident.

C. Utilize ambulances which meet the minimum recommended vehicle and equipment specifications of K.A.R. 109-2-8.

D. Keep and maintain records relating to the services provided under this Agreement that may be inspected from time-to-time by the County for the purpose of auditing the use of County funds.

6. In consideration of the City's promise and agreement to furnish emergency medical and ambulance service for the Term (defined herein) hereof, the County agrees to pay the City \$228,333 per calendar year. Monthly payments in the amount of \$19,027.75 shall be due on or before the fifteenth (15th) day of each month. Provided, however, nothing herein shall obligate the County to make such payments if the City fails to provide emergency medical and/or ambulance service required hereby. Conversely, Mulvane shall not be required to provide emergency medical or ambulance services during any time during which the County fails to make such payments. Mulvane shall retain any and all fees collected from individuals, insurance, and/or third-party payors charged or collected in connection with the services provided hereunder, as from time-to-time established by Mulvane.

7. This Agreement shall be effective beginning January 1, 2024, through December 31, 2024, and shall thereafter terminate unless extended in writing.

8. This Agreement shall be construed and governed in accordance with the laws of the State of Kansas.

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

10. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior communications, writings, and other documents with regard thereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement.

SUMNER COUNTY, KANSAS
BOARD OF COUNTY COMMISSIONERS

[seal]

Steve Warner, Commissioner, 1st District

Jim D. Newell, Commissioner, 2nd District

John Cooney, Chairman, 3rd District

ATTEST:

Debra A. Norris, County Clerk

CITY OF MULVANE, KANSAS

[seal]

Shelly Steadman, Mayor

ATTEST:

Debra M. Parker, City Clerk

City Council Meeting
November 20, 2023

TO: Mulvane City Council
FR: Gordon Fell, Director of Public Safety
RE: Mulvane EMS Software
ACTION: Approve proposal from ImageTrend

Background:

Mulvane EMS had been using EMS Charts as its charting vendor. EMS Charts was bought out by ZOLL. Once this transition occurred the support for the product was nonexistent, along with the product being out dated.

As we introduced our mobile product Zoll we discovered some problems. Zoll is wanting us to renew our existing agreement for 5 years to make changes to our mobile product.

Analysis:

The State Board of EMS has a preferred vendor for charting (ImageTrend). The Board of EMS funds the base software for agencies to use. This helps ensure that the forms are current to collect the data at the state level. Currently approximately 80 percent of all agencies are using the ImageTrend product.

There are several modules we would like to add to the base software. Elite Field allows us to upload our monitor data as well as allows you to operate in an area with no data. FTP Auto Export would allow the billable charts to be sent directly to our billing company. CAD Distribution is needed to get the call date from dispatch so it will automatically populate the system. Performance Insights and Continuum are the analytics to run reports and review charts based on protocols. Agency Level Validation allows us to exceed the validations set by the state.

We plan to start implementation immediately.

Financial Considerations:

Budgeted to replace software, Contract Services.

Legal Considerations:

Piggyback agreement to the State Agreement was sent to legal for review.

Recommendation:

Motion to accept the proposal from ImageTrend for EMS charting services in the amount of \$16,925.00

PIGGYBACK AGREEMENT

Contract Details			
Master Contract Number ("Master Contract")	4765	Piggyback Contract Number	00008229.0

This **Piggyback Agreement** (hereinafter referred to as this "Agreement" or "Piggyback") is binding as of the date executed by the last of the parties named below:

BETWEEN: ImageTrend, LLC, a Minnesota corporation (hereinafter "ImageTrend")

AND: **Mulvane EMS** (hereinafter "Client")

The Client and ImageTrend mutually agree establish a contractual relationship between Mulvane EMS and ImageTrend, LLC based on the terms first established between Kansas Board of Emergency Medical Services ("System Administrator") and ImageTrend.

Purpose. The purpose of this Piggyback is to procure the following items as outlined below in the Price Sheet attachment. The good delivery date or service period(s) will begin on the date of the last signature hereto ("the Effective Date").

Master Agreement Incorporated by Reference. The body of the Master Contract, with the exception of sections 2.0 and 3.0 as well as the attachments and exhibits, is hereby incorporated by reference as the terms for this Piggyback. The attachments and exhibits to this Agreement replace the exhibits and attachments of the Master Contract, for purposes of this Agreement. Where the System Administrator's name appears in the Master Contract, for purposes of this Agreement, all instances are replaced with the Client's name as detailed in this Agreement. The attachments and exhibits to this Agreement, and the incorporated body of the Prime Contract as detailed in this section, form the complete Agreement between the Parties related to the topics herein.

System Administrator's Rights. To the degree this Piggyback Agreement is made with Client to use functionality or make decisions regarding the modification, disposition, operation, usage, or non-usage of goods or services originally procured for Client by System Administrator or other party to the Master Agreement (e.g. System Administrator's ImageTrend provided software systems), Client's rights are subordinate to those of the parties to the Master Contract. To the degree Client's requests require modification or otherwise impact the parties to the Prime Contract, Client must seek and obtain written permission from the affected parties in the Prime Contract (i.e. System Administrator). Should System Administrator deny this permission, ImageTrend may rightfully withhold performance under this Agreement to the extent it is not permitted by System Administrator, or not permitted by law or regulation in ImageTrend's sole interpretation. CLIENT is advised ImageTrend is a Business Associate and/or under data confidentiality provisions to the System Administrator and has duties under HIPAA and other data privacy laws which may not be waived or modified without System Administrator's written consent.

Out of Scope. Any service or good not described herein is out-of-scope. Out of Scope custom software development is \$225.00/hour and performed only under mutually agreed upon Statement of Work. Other goods and services are available via separate quote from ImageTrend.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client _____

ImageTrend _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:
1,300 Incidents annually

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount
Modules Setup & Implementation	ELT.003.002.037	\$675.00	1	\$675.00

Total One-Time Fees: \$675.00

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
Other CAD Vendor Interpol	ELT.002.007.019	\$0.00	1	\$0.00
Elite™ Field Add-On Option	ELT.001.002.049	\$2,500.00	1	\$2,500.00
FTP Auto Export	ELT.002.009.002	\$3,500.00	1	\$3,500.00
CAD Distribution	ELT.002.007.001	\$3,500.00	1	\$3,500.00
Performance Insights	CTM.001.002.021	\$2,500.00	1	\$2,500.00
Continuum® for EMS	CTM.001.002.063	\$3,750.00	1	\$3,750.00
Agency Level Validation EMS	ELT.001.002.001	\$500.00	1	\$500.00

Total Recurring Fees: \$16,250.00

TOTAL YEAR 1: \$16,925.00

Send Invoices To:

Gordon Fell
gfell@mulvane.us
910 E. Main Street
Mulvane, KS 67110-1776

Payment Terms:

1. "One Time Fees" are due once upon contract signature.
2. "Recurring Fees" are annual fees which are due once upon contract signature and recur each year.
3. The Recurring Fees will escalate in price annually by 7% beginning one year from the last signature hereto and each year thereafter.
4. ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
5. ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may

charge to Client all reasonable costs and expenses of collection, including attorneys' fees where, in ImageTrend's discretion, payments are consistently deficient or late.

6. All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
7. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.

Optional Items

Items in the table below are not goods or services currently contracted or provided by this Agreement, rather, they are included to allow Client to add those goods or services by first providing written notice to ImageTrend, subsequently ImageTrend will provide Client with a Work Order for the Optional item, and upon Client's signature of that Work Order, ImageTrend will begin the work.

Product	SKU	Unit Price	Description
Webinar Training 2hr Session	ELT.006.003.009	\$450.00	Training sessions that are completed via webinar (maximum of 2 hours per session). Topics can include administrator or user education, in-depth education on various modules or features of the system, or learning how to better use Report Writer.
ImageTrend Geocoding	CTM.001.002.066	\$500.00	

SOFTWARE LICENSING TERMS ATTACHMENT

To the degree any Work Order involves licensing ImageTrend Software, the following terms shall apply:

“ImageTrend Elite Data Marts” means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

“ImageTrend Elite Reporting Tools” means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

“Incident(s)” means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

“Licensed Information” means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as “ImageTrend University.”

“The Software” means the sum of all software licenses granted by this Agreement or Work Order hereto as provided in Section 1 below.

SECTION 1. GRANT OF LICENSE TO SOFTWARE.

Each Work Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Work Order. The license selection will be evidenced by the title of each SKU in the Work Order, e.g. “Elite EMS SaaS” shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service. ImageTrend may discontinue or replace a license in this table by providing Client reasonable written notice of the change. Replacing this table shall not have the effect of revoking previously agreed licenses, rather, ImageTrend’s right to replace this table shall apply to only future Work Orders.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) (“SaaS”)	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Work Order for such time as listed in said Work Order. During the term of the Work Order, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.

<p>ImageTrend Hosted License (“License”)</p>	<p>ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.</p>
<p>Client Hosted License (“On Premise License”)</p>	<p>ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the Client hosting facility and subject to the attached Service Level Agreement. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.</p> <p>Initial set up will require direct access to Client servers by ImageTrend personnel. However, after the installation is complete, management of non- ImageTrend software, operating systems, ancillary systems and the responsibility for keeping non- ImageTrend software updated will be the sole responsibility of Client. ImageTrend disclaims any and all liability arising out of out-of-date or otherwise insufficiently maintained non- ImageTrend software or hosting environment. ImageTrend has no duty to maintain the Client’s hosted environment’s cybersecurity. Client agrees to ensure that ImageTrend will have sufficient server access to fulfill ImageTrend’s duties hereunder. Maintenance of Client Hardware, physical environment, storage, processing, patching, operating system maintenance, network device maintenance, Client 3rd party licenses (as outlined below), or any other task which is required to maintain the Client application hosting environment and is not directly arising out of a requirement of or defect to the ImageTrend application(s) are the sole responsibility of Client. It will not be ImageTrend’s responsibility to maintain or resolve problems with Client’s hosted environment. ImageTrend’s sole responsibility shall be to provide application support for ImageTrend developed applications. Tasks which are ultimately discovered to be maintenance of the Client Hosting environment may be charged to Client at ImageTrend’s out-of-scope rate.</p>

SECTION 2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

Client shall not nor shall Client permit any third-party under Client’s control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other

proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

SECTION 3. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.

In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" is included and detailed in a Work Order. Absent that license, this Agreement does not give the Customer the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is only available via the aforementioned separately-priced product and service offering from ImageTrend.

SECTION 4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide "Train-the-trainer" training for administrators as detailed in each Work Order. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

INSTRUCTIONS. ImageTrend will provide installation instructions and assistance for installation of the Software on the Servers appropriate to the License selection in the Work Order per the table above at (e.g. Client Hosted on premise license) as detailed in Service Level Attachment, below.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, below.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

SECTION 5. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the

Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

SECTION 6. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at <https://ImageTrend.uservoice.com/>.

SECTION 7. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a copy of Client's data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMESIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client's end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client's request to produce the native data export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those

services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client’s request, but ImageTrend is under no obligation to do so.

SECTION 8. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client’s Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend’s discretion. Non-compliance with the scope of usage shall be considered a material breach.

If this Agreement is for the licensing of ImageTrend Elite EMS, the following scope of usage and Authorized User definitions apply.

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client <u>is not</u> a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its own employed EMS workers (“Public Agency”)	Client responds to emergency medical incidents and transports patients therefrom and <u>is</u> a Governmental Entity	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client’s governing State	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-mortar location(s) is not named in a Work Order, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, Gordon Fell or their successor, conducts their job duties most frequently.
State, County, Region, City for its constituents	Client is a Governmental Entity with authority or an official mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority	Licensed individuals within Client’s legal or governing jurisdiction and geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.
Group Purchase (Multi-Agency)	Client(s) are a plurality of Private Agencies and/or Public Agencies	All employees & contractors of each named organization, who respond to emergency medical incidents
Financing Party (e.g. billing company) on behalf of Agency/City/County third party beneficiary	Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party beneficiary who is a Private or Public Agency.	All employees & contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.

SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement (“SLA”) guarantees your website or application’s availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend’s servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company’s website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
High/Site Down	<ul style="list-style-type: none"> - Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software 	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	<ul style="list-style-type: none"> - Minor subsystem failure -Data entry or access impaired on a limited basis. 	Within four (4) hours of initial notification	24 Business hours
Low	<ul style="list-style-type: none"> - User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution 	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

- a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.
- b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.
- c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.
- d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.
- e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
95.0% - 98.99% = 10% of monthly hosting fee credited
90.0% - 94.99% = 15% of monthly hosting fee credited
89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

BUSINESS ASSOCIATE AGREEMENT ATTACHMENT

This Business Associate Agreement (“Agreement”) dated 11/28/2023 (the “Effective Date”), is entered into by and between **Mulvane EMS** located at 910 E. Main Street, Mulvane, KS 67110-1776 (the “Covered Entity”) and ImageTrend, LLC, a Minnesota corporation (the “Business Associate”).

WHEREAS, Covered Entity (also referred to as “Client”) and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“EPHI”); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise

defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the "Confidentiality Requirements"). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may

be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use

appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts** to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology (“NIST”) concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate’s response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation.**

- a. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate

will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

- b. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity’s determinations regarding Covered Entity’s and Business Associate’s obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.
- c. Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys’ fees actually incurred) (collectively, “Information Disclosure Claims”) arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior

written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

- i. **If Client is a Governmental Entity the following clause does not apply:** Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. Term and Termination.

- a. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.
- c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
 - i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
 - ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
- d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above

shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.

- e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
- f. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

13. **Miscellaneous.**

- a. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

ATTN: Compliance Department
910 E. Main Street
Mulvane, KS 67110-1776

If to Business Associate:

ImageTrend, LLC
Attn: Legal Department
20855 Kensington Blvd.
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.
18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply

to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.

20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

<u>Client</u>	<u>ImageTrend</u>
<u>Signature:</u> _____	<u>Signature:</u> _____
<u>Print Name:</u> _____	<u>Print Name:</u> _____
<u>Title:</u> _____	<u>Title:</u> _____
<u>Date:</u> _____	<u>Date:</u> _____

DATA EXCHANGE AUTHORIZATION

Between ImageTrend, LLC (“ImageTrend”), a Minnesota Corporation located at 20855 Kensington Blvd., and Mulvane EMS (“the Data Controller” and “Client”) residing at 910 E. Main Street, Mulvane, KS 67110-1776 for transmitting ePHI data as identified below.

Whereas; ImageTrend is a provider of data management services and a current Business Associate to the Data Controller and;

Whereas; the Data Controller wishes ImageTrend to exchange certain ePHI data from and to the Data Controller’s System, in ImageTrend’s capacity as a Business Associate.

Data Exchange Purpose The purpose of this Data Exchange Authorization is to exchange Data Controller’s data in accordance with the table below that lists the data exchange work items to be fulfilled by ImageTrend (“the Identified Data Exchanges”). It is Data Controller’s sole obligation to ensure the “Destination” column is accurate. ImageTrend will fulfill and exchange data with the listed Destination party, and will not deviate from the identified destination unless ImageTrend is directed otherwise in writing by Data Controller. Notwithstanding any term to the contrary, ImageTrend shall not be liable in any manner for sending or receiving data as outlined below; Data Controller assumes all risk for the data source(s) and destination(s) identified below.

Description	Quote Description	Data Source	Data Destination
FTP Auto Export	A NEMESIS 3.3.4 or 3.4.0 file can be automatically exported to an SFTP location (agency’s or biller’s) based on specific criteria being met (i.e. incident status is ‘Ready for Billing’, incident is locked, etc.). The export process is triggered every 10 minutes. The ePCR PDF can also be exported and will use the same file name as the NEMESIS file.	ImageTrend at Lakeville, MN55044	Omni

Authorization. Data Controller hereby authorizes ImageTrend to transmit, import, and/or disclose in accordance with the Identified Data Exchanges, and to transmit, import and/or disclose other data reasonably necessary to achieve the purpose of each work line item outlined in the table above. This Agreement modifies any prior agreements of the parties only to the extent necessary to effect this agreement, and does not otherwise change the terms of any prior agreements between the parties.

Right to Revoke or Terminate. Data Controller may terminate or revoke the right to transmit or disclose data granted to ImageTrend by this Agreement at any time by providing reasonable written notice to ImageTrend and providing a commercially reasonable period of time in which to effect the termination.

The Parties hereby agree to this Data Exchange Authorization:

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

<u>Client</u>	<u>ImageTrend</u>
<u>Signature:</u> _____	<u>Signature:</u> _____
<u>Print Name:</u> _____	<u>Print Name:</u> _____
<u>Title:</u> _____	<u>Title:</u> _____
<u>Date:</u> _____	<u>Date:</u> _____

PRODUCT SPECIFIC TERMS ATTACHMENT

AUTO BILLING EXPORT TO FTP

- **AVAILABLE EXPORTS** The following file formats are available for export:
 - NEMESIS XML Version 3.3.4, or latest version with attachments
 - NEMESIS XML Version 2.2.1, without attachments
 - System "Default" PDF format
- **FILE NAME FORMAT** The above files will be named according to this convention:
"ClientName_IncidentID_IncidentNumber"
- **EXPORT SCHEDULE** Incidents will be exported every ten (10) minutes. The system will modify the status of exported incidents. Previously exported incidents will not be exported a second time. The Export Add-on Form will provide the specific criteria for each client.

FTP REQUIREMENTS

- Client must use an FTP location which utilizes transport encryption (e.g. SFTP, FTPS with a modern transport encryption protocol such as TLS 1.1 or higher) to which the exported files will be deposited by the system
- Client must provide to ImageTrend the desired FTP directory, FTP URL, credentials (e.g. username and password) for the FTP location
- Dynamic workflow and process based subdirectories and naming conventions are out-of-scope for the FTP Automated Export. Dynamically depositing exported files and dynamically naming them is available as a custom project requiring its own Statement of Work at ImageTrend's standard rate of \$175/hour, please contact your ImageTrend sales representative for more information.

ADMINISTRATIVE REQUIREMENTS

- Client must fill out the "Agency Export Form" below. ImageTrend reserves the right to conduct no work until the Agency Export Form for the agency is complete. The completed form should be transmitted to ImageTrend via email.
- Client must fill out and sign the "ePHI Data Export Sign Off" form. ImageTrend reserves the right to conduct no work until ImageTrend possesses a signed copy of the "ePHI Data Export Sign Off" form for the agency
- Client must provide the date or date range of incidents that should be initially exported upon set-up (e.g. export is set up Jan 1, 2019 but all Ready To Bill status incidents from December 1, 2018 and forward should be initially exported)

AGENCY EXPORT FORM

Agency Information	Response
Agency Name:	
Agency Contact Name:	
Agency Address:	
Agency City, State, Zip:	
Agency Contact Phone Number:	
Agency Contact Email Address:	
Agency Annual # of Incidents:	
URL Agency is posting to:	
Agency ID:	
Parent Site URL, if applicable:	
[e.g. if multiple agencies run on one parent site such as the State of Georgia site]	
Export Criteria:	
Starting Incident Date:	
Run Status:	
Locked: [Yes or N/A]	
Exported Status:	
Export Attachments:	
Validity: [E.g. 100%, or "greater than 90%," etc.]	
Disposition:	
Previously Exported:	No
SFTP URL:	
SFTP Username:	
SFTP Password:	

AUTO EXPORT GLOSSARY

“Agency Name” Name of agency as it appears in the ImageTrend site. This information is required.

“Agency Annual # of Incidents” This information needs to be captured for contractual reasons.

“Agency ID” Agency ID as it appears in the ImageTrend site.

“URL Agency is posting to” The ImageTrend URL for where this agency exists. This information is required.

“FTP URL” SFTP destination of where the incident data is to be exported. This information is required.

“FTP Username” Username for the SFTP account that ImageTrend is to use in order to export the incident data. This information is required.

“FTP Password” Password for the SFTP account that ImageTrend is to use in order to export the incident data. This information is required.

“FTP Directory” Directory information of the SFTP location that ImageTrend is to export the incident data. This is not required if we can export to the root location of the SFTP URL.

“File Format” (ex. NEMESIS 3.3.4) Format of the NEMESIS file that is to be exported. Examples: NEMESIS 3.3.4 or NEMESIS 3.4.0. This information is required.

“Preferred filename Format” Format of the file name for the incident files to be exported. If not specified, we will use the format of [IncidentID]-[IncidentNumber].xml. This is used for the NEMESIS XML, ePCR PDF, and additional attachments.

“Starting Incident Date” Incidents should be exported that meet the criteria specified that occurred after what date?

“Run Status” The status that the incident should be in order to trigger the export to the SFTP location.

“Locked” Should the incident be locked in order to be triggered to export or should the incident locked state not be included in the criteria. This could be a yes or blank response.

“Exported Status” Should the incident status be updated after it has been exported? If so, please provide the status to update the incident to.

“Include PDF” This would be a yes or no response on if the ePCR PDF is to be exported as well as the NEMESIS XML file.

“PDF Template” This would be the name of the ePCR PDF as listed in Elite under Print Report Manager. If the ePCR PDF is to be included and a template is not defined, the PDF that is set up as the default PDF on the Elite site will be exported.

“Include Additional Attachments” The NEMESIS Version 3 file comes with attachments embedded in the XML. This item is to specify if attachments tied to an incident should be exported as individual files in addition to the NEMESIS XML. This would be a yes or no response.

City Council Meeting
November 20, 2023

TO: Mulvane City Council
FR: Gordon Fell, Director of Public Safety
RE: 2023 Kansas Firefighter Recruitment Safety Grant
ACTION: Accept the bid from Casco Industries

Background:

The Kansas State Fire Marshal established a Kansas Firefighter Recruitment and Safety Grant program a couple years ago. This year the Office of the State Fire Marshal office received requests from 78 departments, totaling \$1.4 million.

Analysis:

This grant will allow us to purchase new equipment to replace old worn-out equipment. We were authorized \$3,521.93 to purchase (1) Set of bunker gear. This grant will cover 100% of the cost of the equipment.

Financial Considerations:

The grant will cover 100 % of the cost of the equipment.

Legal Considerations:

None

Recommendation:

Accept the bid from Casco in the amount of \$3,521,93 with 100% being reimbursed by the grant, purchase to be made from the Fire Department minor equipment.



Office of the State Fire Marshal
800 SW Jackson, Suite 104
Topeka, KS 66612-1216
Doug Jorgensen, State Fire Marshal

Phone: (785) 296-3401
Fax: (785) 296-0151
www.firemarshal.ks.gov
Laura Kelly, Governor

October 31, 2023

Chief Gordon Fell
Mulvane Fire Rescue
910 East Main Street
Mulvane, KS 67110

Dear Chief Fell:

Congratulations! The Office of the State Fire Marshal has approved a grant of \$3,521.93 (1 set of bunker gear) through the Kansas Firefighter Recruitment and Safety Grant (KFRSG) program. **These funds are to be used only for the eligible items that were detailed in your grant request.**

This year, we received requests from 78 departments, totaling close to \$1.4 million.

Our offer of this grant is subject to your agreement to:

1. Use the grant funds only as specified in the approved grant proposal.
2. Maintain your records to show and account for the uses of grant funds.
3. Allow OSFM access to records to verify grant expenditures and activities.
4. Provide written acknowledgment of receipt of payments of grant funds.
5. Repay any portion of the funds not used for the specified purposes.
6. Refrain from use of the funds for any purpose prohibited by law.
7. Cooperate with any efforts of OSFM to publicize the grant award.
8. Comply with reasonable requests for information about program activities.

If your organization agrees to these terms, please sign, and return one copy of this letter by November 17, 2023. We appreciate being able to assist you with your efforts.

If you would like to see this important program continue, please consider you and the members of your department, contacting your state senator and representative and urging them to support the continuation of the KFRSG program with additional funding for the OSFM during the upcoming legislative session. Share with them how important the grant program has been to your department, community, and the state fire service.

Sincerely,

Doug Jorgensen
State Fire Marshal

We agree to the terms outlined above:

(Chief of Department or Authorized Representative Signature)

Printed Name: Gordon B Fell Date: 11-7-23

City Council Meeting
November 20, 2023

TO: Mayor and City Council
FR: Rachael Blackwell, Finance Director
RE: Amending the 2023 Budget
ACTION: Set a public hearing to amend the 2023 Budget

Background:

The FY 23 Budget was adopted by the City Council on September 7, 2022. The FY 23 Budget contained revenue estimates for the Transient Guest Tax Fund and the Sales Tax Fund. Actual revenue collection for both funds has exceeded budget projections. To date the Sales Tax Fund revenue is \$1,137,808 which exceeds initial revenue projections. FY 23 Transient Guest Tax Fund revenue is \$563,458 which is double the amount forecasted.

The surplus revenue in the TGT Fund allowed the city to make a larger than projected disbursement to the Kansas Star Casino, the FY 23 disbursement was \$400,000. YTD the city has paid \$2,667,000 of the obligated \$3,800,000 to the Kansas Star Casino.

For FY 23, the city has collected \$820,000 in sales tax revenue. The funds are obligated towards improvements authorized by the 1% Sales Tax Question approved by voters January 2022. Current expenditures in the sales tax fund are projected to exceed adopted budget authority, however sufficient sales tax revenue has been collected to meet the revised projected expenditures.

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

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

A notice of public hearing will be published in the *Mulvane News* on November 24, 2023, which will be at least 10 days prior to the public hearing. The last date

amending the annual budget may occur is on or before December 31st of that budget year.

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

Recommendation:

Motion to set public hearing to amend the 2023 City Budget for Monday, December 4, 2023, at 7:30 p.m. at Mulvane City Hall.

City of Mulvane

2023

Adopted Budget

1% Sales Tax	2023 Adopted Budget	2023 Proposed Budget
Unencumbered Cash Balance January 1	1,180,000	2,000,000
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Sales Tax	600,000	900,000
Interest on Idle Funds		
Total Receipts	600,000	900,000
Resources Available:	1,780,000	2,900,000
Expenditures:		
Rock Road	0	0
Styx Creek Storm Drainage	500,000	500,000
City Park Improvements	350,000	1,350,000
Cost of Issuance	0	0
Bond Payments	605,000	605,000
Total Expenditures	1,455,000	2,455,000
Unencumbered Cash Balance December 31	325,000	445,000

CPA Summary

**Notice of Budget Hearing for Amending the
2023 Budget**

The governing body of

City of Mulvane

will meet on the day of December 4, 2023 at 7:30 PM at 211 N Second St. for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at Mulvane City Hall and will be available at this hearing.

Summary of Amendments

Fund	2023 Adopted Budget			2023 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
1% Sales Tax			1,455,000	2,455,000
Transient Guest Tax			350,000	700,000
			0	0
			0	0
			0	0
			0	0

Rachael Blackwell
Official Title: Finance Director

**CITY COUNCIL MEETING
MULVANE, KANSAS
November 20, 2023**

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

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

Project Name/Description	Project Status
Downtown Park <i>(Sales tax funding)</i>	<p><u>Completed to Date:</u> All park structures and finishes, electrical, mechanical, fences, landscaping, lighting and restrooms.</p> <p><u>Remaining Work:</u> Misc. clean-up and finish work items, gravel surfacing in the alley, pavement markings, and obtaining/installing aluminum benches. A “preliminary” final inspection is scheduled for Friday, November 17th.</p> <p><u>Contract Status:</u> Snodgrass & Sons, Const. Co., Inc.’s AIA design-build agreement current contract amount is \$1,300,000.00. Pay applications to date total \$1,044,583.87. The Contractor has notified the City that they are currently ±\$31,752 over the GMP. The contract completion date was 8/18/23.</p>
Main “A” Sanitary Sewer Improvements <i>(Bond Issue funding)</i>	<p><u>Completed to Date:</u> Apex Excavating is working on the construction agreement and bonds required for Phase 2. Shop drawings have been submitted and are under review.</p> <p><u>Remaining Work:</u> A Phase 2 pre-construction meeting is being coordinated with the Contractor and City staff. City staff has not yet received an executed copy of the agreement back from the BNSF officials. AC pavement replacement for Phase 1 is scheduled to be performed on Thursday, November 16th.</p> <p><u>Contract Status:</u> Phase 1 current contract amount with Apex Excavating, LLC is \$954,868.57. Pay applications to date total \$843,024.21. The contract completion date is 1/26/24. Phase 2 current contract amount with Apex Excavating, LLC is \$1,161,060.00. The contract time for Phase 2 is 180 calendar days. The Contractor has up to 90-days of the agreement date to begin work.</p>
Rock Road Force Main Modifications <i>(ARPA grant funding)</i>	<p><u>Completed to Date:</u> All punch-list items (except replacing a MH cover) have been completed.</p> <p><u>Remaining Work:</u> None.</p> <p><u>Contract Status:</u> The current/final contract amount with Nowak Const. Co., Inc. is \$125,581.00. Final payment is included in the City Council’s 11/20/23 Consent Agenda. The contract completion date is 1/9/24.</p>
Pearl St. Water Line, College Ave. to Park Ave. <i>(ARPA grant funding)</i>	<p><u>Completed to Date:</u> <i>(no change)</i> Design plans were completed and sent to KDHE on 9/20/23. KDHE returned comments on 10/3/23 and revised/final plans re-sent on 10/4/23.</p> <p><u>Remaining Work:</u> <i>(no change)</i> The City is waiting for KDHE approval to proceed with construction.</p> <p><u>Contract Status:</u> <i>(no change)</i> The City’s Public Works - Utility Department plans to construct, inspect and oversee construction of the water line replacement.</p>

**CITY COUNCIL MEETING
MULVANE, KANSAS
November 20, 2023**

TO: Mayor and City Council
SUBJECT: Downtown Park
FROM: Chris Young, City Engineer - Young & Associates, PA
ACTION: Review Prather-Main Street Pavement Layout

Background:

Pavement modifications in Prather Street included modifying Prather to a “one-way” southbound street with diagonal parking on both sides. The contractor has completed the street modifications as requested. Upon completion the City has received some concerns over the width of the drive return at the intersection of Prather and Main Street. Initial concerns were focused on providing sufficient width for parades to negotiate the left turn from Prather onto Main. Although Prather Street was not used in the 2023 Old Settlers Day parade route there remains a concern the driveway width may still be too narrow.

Analysis:

The sketch (right) depicts the current design and constructed layout, indicating a drive width of approx. 15-ft. A typical residential “T” intersection (blue lines) has been added to the sketch to illustrate lane positions for a single traffic lane.

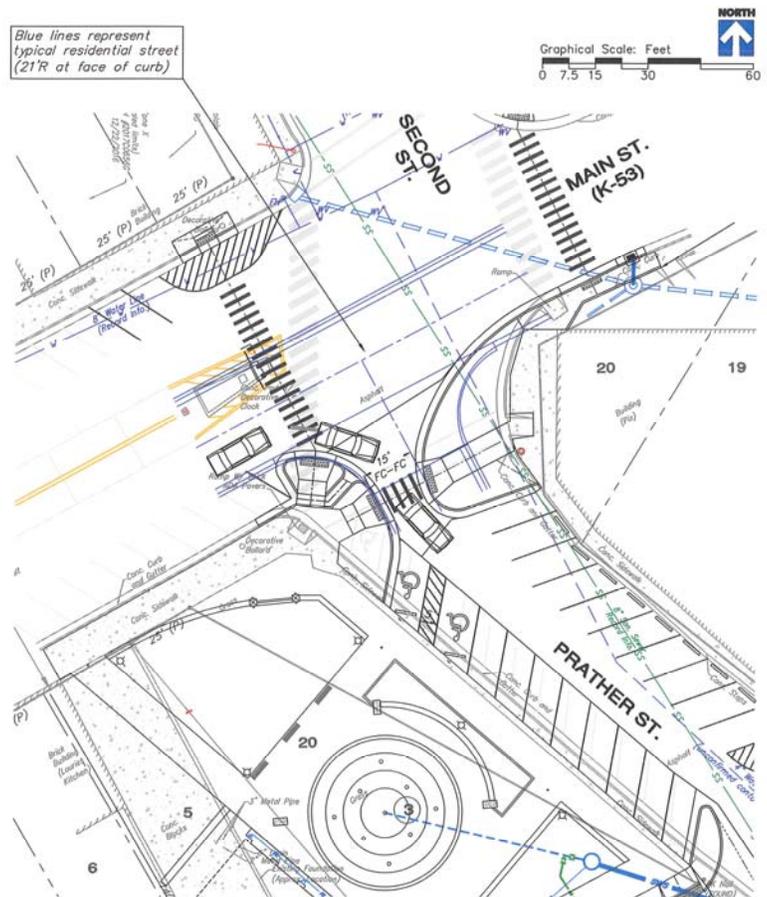
Attached to this memo are (3) alternative layouts that would increase the drive approach width from 15-ft to; 30-ft (Exhibit C1), 19-ft (Exhibit C2) and 17-ft (Exhibit C3). Alternative pavement modifications are shown in red. Exhibits C1 and C2 show the inside and outside turning radius needed for a standard semi tractor-trailer (WB67).

Exhibit C1 would be the simplest to construct and would eliminate one to two parking stalls on the east side of Prather. Exhibit C2 would require reconstructing two pedestrian ramps, drainage modifications and some sidewalk reconstruction. Exhibit C2 eliminate one to three parking stalls and require relocating one or possible both handicap stalls.

Exhibit C3 would have a similar impact on parking stalls as C2, but would disturb less pavement and allow drainage flumes to remain.

Financial Considerations:

Attached is a spreadsheet of cost opinions for each of the alternatives shown. Costs range from an estimated \$26,000 for C1, \$36,000 for C2 and \$20,000 for C3. In May of 2022 the City approved an Ordinance for a 1% sales tax to be used for various infrastructure projects including the proposed downtown park. The sales tax went into effect on July 1, 2022.



City Council Memorandum – Downtown Park, Review Prather Street Layout

November 16, 2023

Page 2 of 2

Legal Considerations:

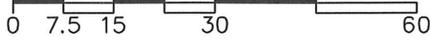
Per City Attorney.

Recommendation/Action:

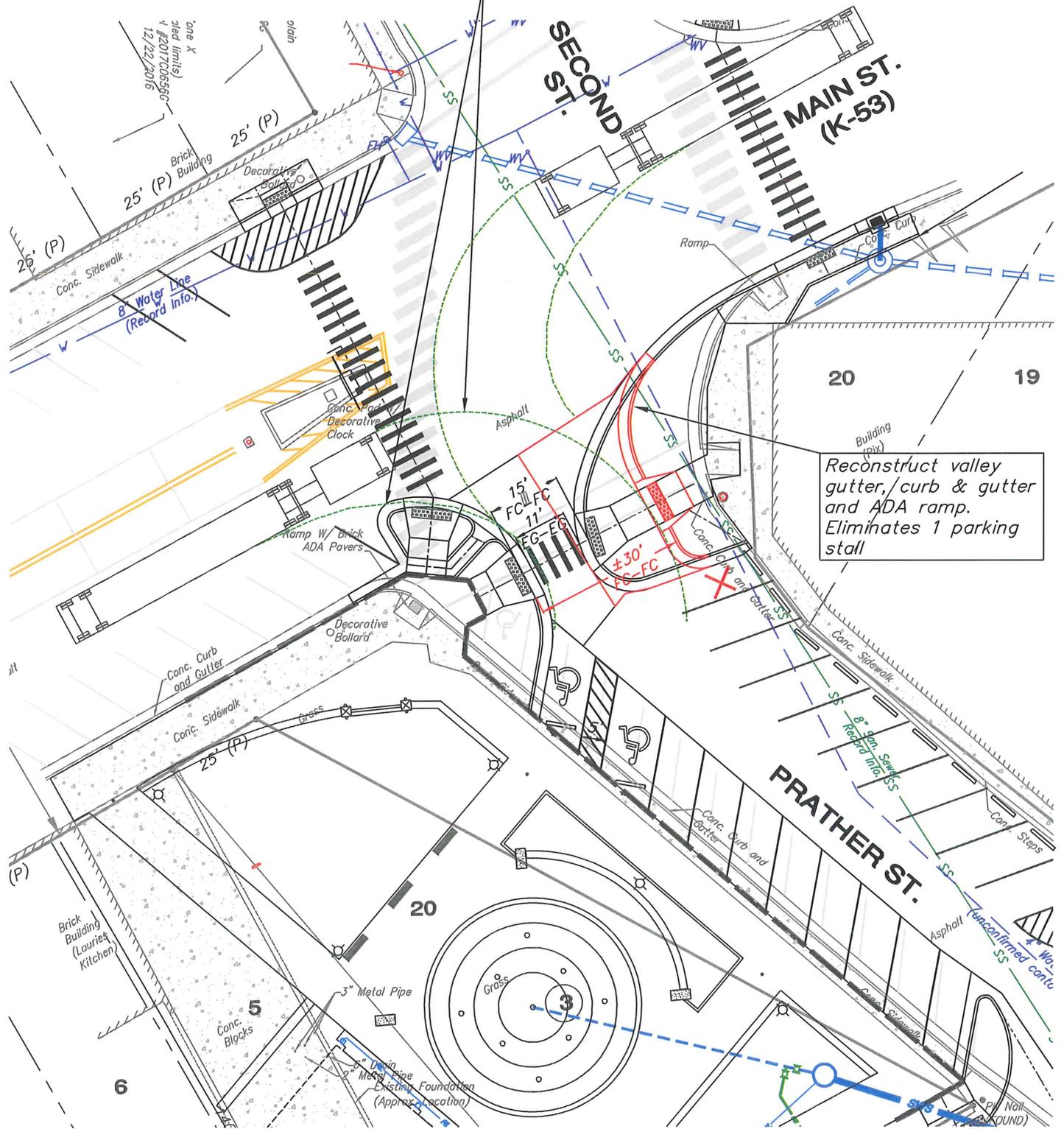
Per Council.



Graphical Scale: Feet



WB67 minimum inside and outside turning radius (typ. semi tractor-trailer)



Reconstruct valley gutter, curb & gutter and ADA ramp. Eliminates 1 parking stall

Preliminary Material Quantities:

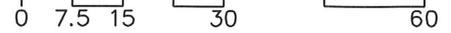
Demo/Remove exist. Curb & Gutter.....	63 LF
Demo/Remove Conc. Valley Gutter.....	24 SY
Demo/Remove Conc. Sidewalk and HC Ramp.....	207 SF
Construct Curb & Gutter.....	43 LF
Construct Conc. Valley Gutter.....	74 SY
Construct HC Ramp.....	1 EA
Site Grading/Restoration.....	1 LS

Date Prepared: 10/11/23

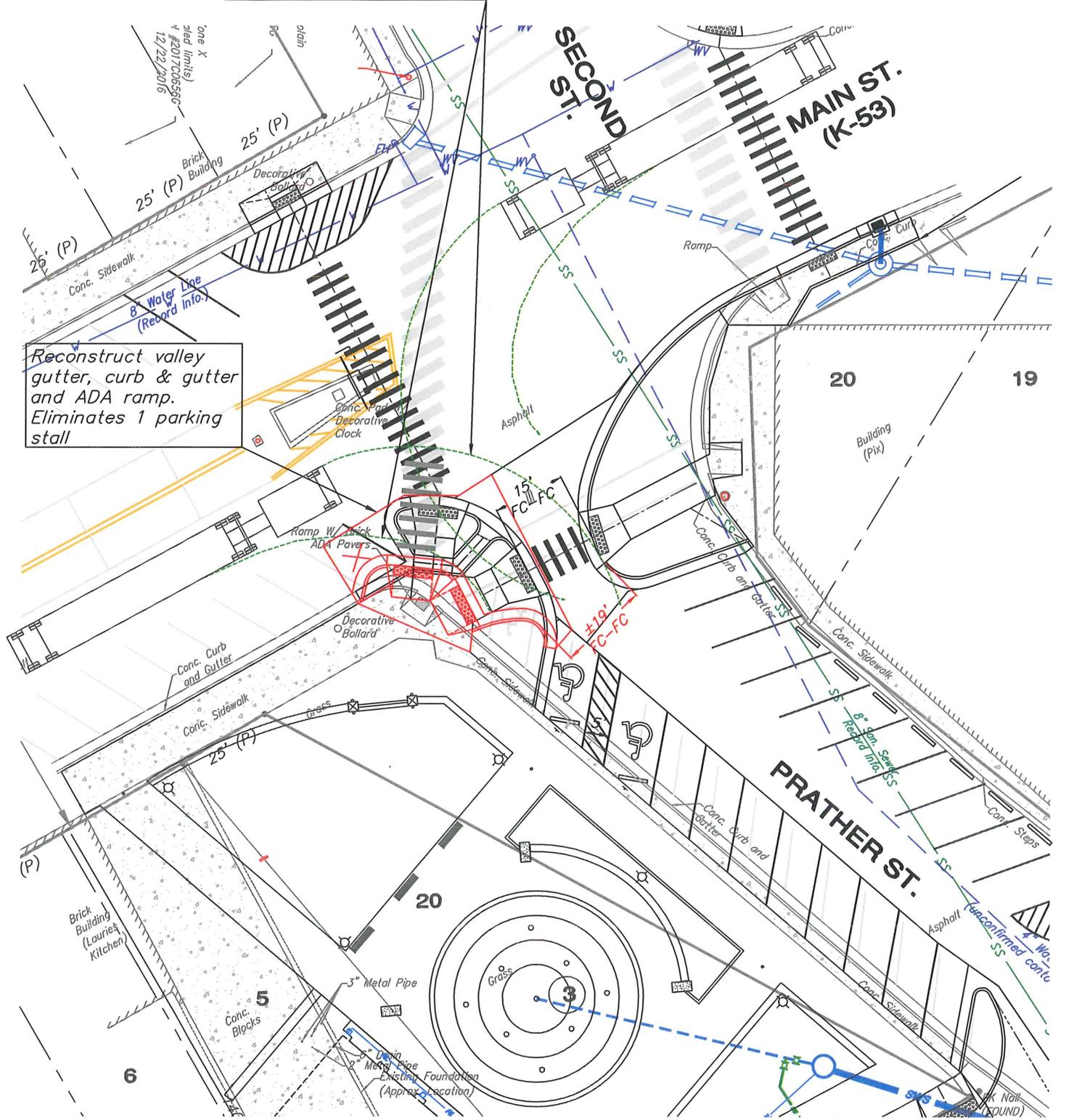
EXHIBIT C1 - PRATHER ST. PAVING	
Mulvane Downtown Park City of Mulvane, Kansas	
YOUNG & ASSOCIATES, P.A. Professional Civil Engineering Consultants 100 South Georgia, Derby, Kansas 67037 tele: (316)788-2552, fax: (316)788-4408, email: engineering@yngpa.com	
Sh. 1 of 3	



Graphical Scale: Feet



WB67 minimum inside and outside turning radius (typ. semi tractor-trailer)



Reconstruct valley gutter, curb & gutter and ADA ramp. Eliminates 1 parking stall

Preliminary Material Quantities:

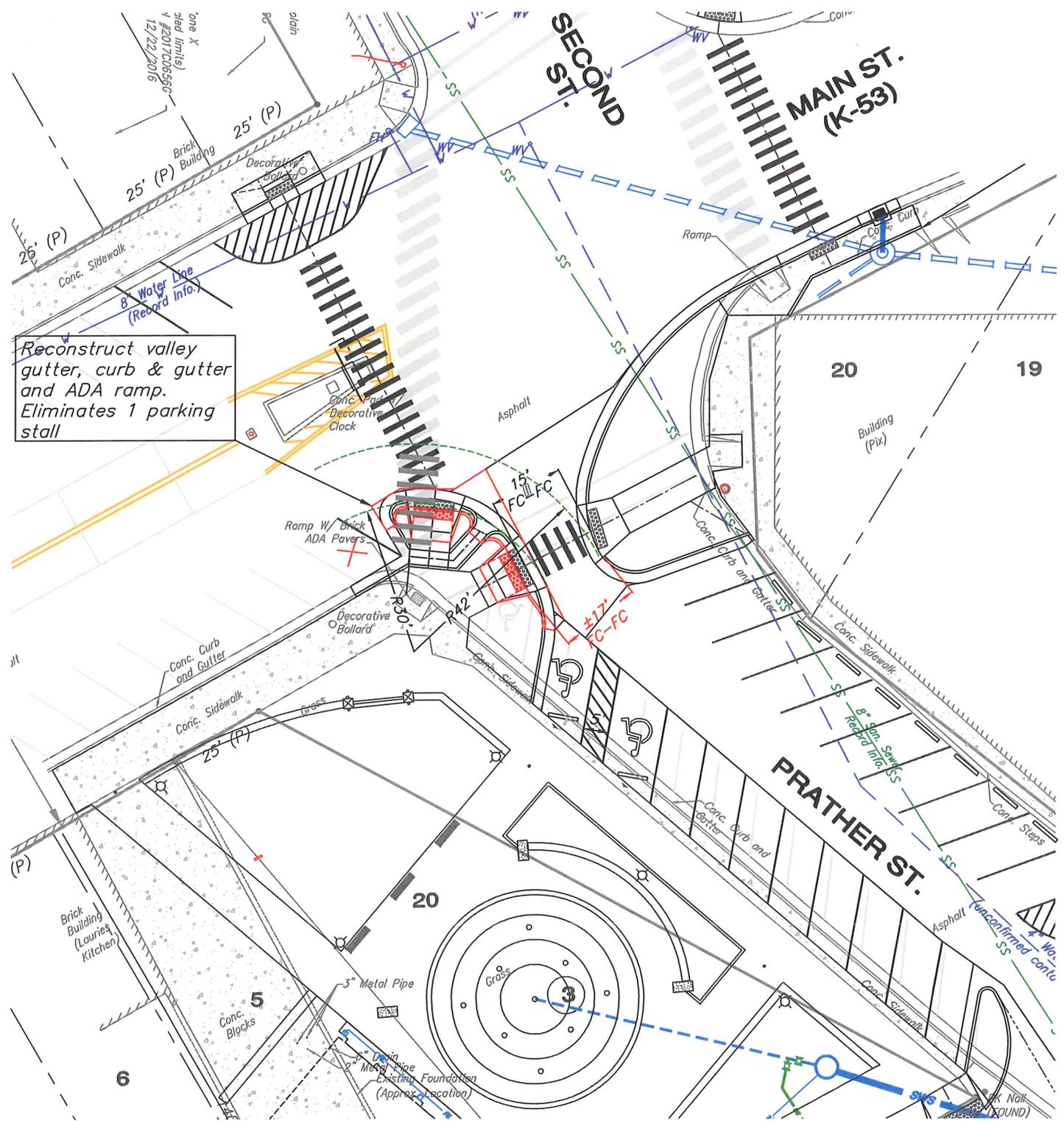
Demo/Remove exist. Curb & Gutter.....	58 LF
Demo/Remove Conc. Valley Gutter.....	26 SY
Demo/Remove Conc. Sidewalk and HC Ramp.....	480 SF
Construct Curb & Gutter.....	42 LF
Construct Conc. Valley Gutter.....	75 SF
Construct Conc. Sidewalk.....	100 SF
Construct HC Ramp.....	2 EA
Site Grading/Restoration.....	1 LS

Date Prepared: 10/11/23

EXHIBIT C2 - PRATHER ST. PAVING	
Mulvane Downtown Park City of Mulvane, Kansas	
 YOUNG & ASSOCIATES, P.A. Professional Civil Engineering Consultants 100 South Georgie, Derby, Kansas 67037 tele: (316)788-2552, fax: (316)788-4408, email: engineering@yngpa.com	
Sht. 2 of 3	



Graphical Scale: Feet



Reconstruct valley gutter, curb & gutter and ADA ramp. Eliminates 1 parking stall

Preliminary Material Quantities:

Demo/Remove exist. Curb & Gutter.....	35 LF
Demo/Remove Conc. Valley Gutter.....	28 SY
Demo/Remove Conc. Sidewalk and HC Ramp.....	205 SF
Construct Curb & Gutter.....	24 LF
Construct Conc. Valley Gutter.....	28 SF
Construct HC Ramp.....	2 EA
Site Grading/Restoration.....	1 LS

Date Prepared: 10/11/23

EXHIBIT C3 - PRATHER ST. PAVING	
Mulvane Downtown Park City of Mulvane, Kansas	
YOUNG & ASSOCIATES, P.A. Professional Civil Engineering Consultants 100 South Georgie, Derby, Kansas 67037 tele: (316)788-2552, fax: (316)788-4408, email: engineering@ynga.com	
Sht. 3 of 3	

PRELIMINARY COST OPINIONS

Prather and Main Intersection Modifications - Downtown Park
 City of Mulvane, KS

Exhibit C1 Concept Layout					
Item No.	Description	Quantity	Units	Unit Price, [1]	Extension
1.	Traffic Control	1.0	LF	\$ 2,500.00	\$ 2,500
2.	Demo/Remove Exist. Curb & Gutter	63.0	LF	15.00	945
3.	Demo/Remove Exist. Conc. Valley Gutter	24.0	SY	25.00	600
4.	Demo/Remove Conc. Sidewalk and HC Ramps	207.0	SF	10.00	2,070
5.	Construct Std. Conc. Curb & Gutter	43.0	LF	25.00	1,075
6.	Construct Conc. Valley Gutter	74.0	SY	125.00	9,250
7.	Construct Conc. HC Ramp	1.0	EA	1,800.00	1,800
8.	Site Clearing and Restoration (estimate 15%)	1.0	LS	2,736.00	2,736
Sub-Total Construction					\$ 20,976
Project Costs (estimate 25%)					5,244
Total Estimated Construction Costs					\$ 26,220

Exhibit C2 Concept Layout					
Item No.	Description	Quantity	Units	Unit Price, [1]	Extension
1.	Traffic Control	1.0	LF	\$ 2,500.00	\$ 2,500
2.	Demo/Remove Exist. Curb & Gutter	58.0	LF	15.00	870
3.	Demo/Remove Exist. Conc. Valley Gutter	26.0	SY	25.00	650
4.	Demo/Remove Conc. Sidewalk and HC Ramps	480.0	SF	10.00	4,800
5.	Construct Std. Conc. Curb & Gutter	42.0	LF	25.00	1,050
6.	Construct Conc. Sidewalk	100.0	SF	15.00	1,500
7.	Construct Conc. Valley Gutter	75.0	SY	125.00	9,375
8.	Construct Conc. HC Ramp	2.0	EA	1,800.00	3,600
9.	Site Clearing and Restoration (estimate 20%)	1.0	LS	4,869.00	4,869
Sub-Total Construction					\$ 29,214
Project Costs (estimate 25%)					7,304
Total Estimated Construction Costs					\$ 36,518

Exhibit C3 Concept Layout					
Item No.	Description	Quantity	Units	Unit Price, [1]	Extension
1.	Traffic Control	1.0	LF	\$ 2,500.00	\$ 2,500
2.	Demo/Remove Exist. Curb & Gutter	35.0	LF	15.00	525
3.	Demo/Remove Exist. Conc. Valley Gutter	28.0	SY	25.00	700
4.	Demo/Remove Conc. Sidewalk and HC Ramps	205.0	SF	10.00	2,050
5.	Construct Std. Conc. Curb & Gutter	24.0	LF	25.00	600
6.	Construct Conc. Valley Gutter	28.0	SY	125.00	3,500
7.	Construct Conc. HC Ramp	2.0	EA	1,800.00	3,600
8.	Site Clearing and Restoration (estimate 20%)	1.0	LS	2,695.00	2,695
Sub-Total Construction					\$ 16,170
Project Costs (estimate 25%)					4,043
Total Estimated Construction Costs					\$ 20,213

NOTES:

[1] Material quantities are estimated from concept layout plan only and subject to change per final approved design.

City of Mulvane Utility Bills

Due: 11/05/23

			Electric Production	Electric Distribution	Water	Sewer Plant	Sewer System	Admin	Police	Street	Park	Sports Complex	Fire	Ambul 1	Ambul 2	Pool			
ES Building - 910 E. Main	01-3665-02	\$	1,008.27										\$ 504.14	\$ 504.14			\$ 1,008.27		
Band Shell - 117 E. Main	04-8770-01	\$	15.00								\$ 15.00						\$ 15.00		
Main St. Park - 117 E. Main	04-8780-01	\$	334.76								\$ 334.76						\$ 334.76		
Pix Center - 101 E Main	04-8800-02	\$	268.23								\$ 268.23						\$ 268.23		
Public Works Building - 410 W. Bridge	05-0001-02	\$	316.34	\$ 39.54	\$ 39.54	\$ 79.09				\$ 158.17							\$ 316.34		
Public Works Building #2 - 410 W Bridge	05-0002-00	\$	7.88							\$ 7.88							\$ 7.88		
Water Pump #3 - 211 N. Second	05-0005-02	\$	1.25		\$ 1.25												\$ 1.25		
Maintenance Shop - 124 Boxelder	05-0015-02	\$	190.01	\$ 19.00	\$ 19.00	\$ 19.00	\$ 19.00			\$ 95.01							\$ 190.01		
Utility Shop - 120 Boxelder	05-0025-02	\$	265.66	\$ 44.28	\$ 44.28	\$ 88.55	\$ 44.28	\$ 44.28									\$ 265.66		
Lift Station - 0 Industrial Dr.	05-0070-02	\$	7.18				\$ 7.18										\$ 7.18		
Sewage Disposal Plant - 1441 N. Pope Dr.	05-0098-01	\$	1,743.36			\$ 1,743.36											\$ 1,743.36		
2011 Sewage Disposal Plant - 1441 N. Pope Dr.	05-0099-01	\$	5,480.22			\$ 5,480.22											\$ 5,480.22		
Sewer Chemical Injection - 1441 N. Pope Dr.	05-0101-01	\$	343.24				\$ 343.24										\$ 343.24		
Sewage Disposal Head Works - 1441 N. Pope Dr.	05-0102-01	\$	1,098.37			\$ 1,098.37											\$ 1,098.37		
Sewer Vehicle Storage - 1441 N. Pope Dr.	05-0103-01	\$	50.55			\$ 50.55											\$ 50.55		
Water Treatment Plant - 100 N. Oliver	05-0150-01	\$	43.19		\$ 43.19												\$ 43.19		
Lift Station -1900 N Rock Road - B	05-0605-01	\$	20.74			\$ 20.74											\$ 20.74		
Water Tower - 1420 N. Rock Road	05-0770-01	\$	6.37		\$ 6.37												\$ 6.37		
E.S. & Police - 1420 N. Rock Road	05-0772-01	\$	8.08					\$ 4.04					\$ 2.02	\$ 2.02			\$ 8.08		
North Sub Station - 8100 E. 111th St. So.	05-0800-03	\$	1.25	\$ 1.25													\$ 1.25		
Sports Complex Concession - 955 E. 111th St. So.	05-0900-01	\$	254.71									\$ 254.71					\$ 254.71		
Sports Complex - 955 E. 111th St. So.	05-0910-01	\$	116.94									\$ 116.94					\$ 116.94		
Swimming Pool - 990 E. 111th St. So.	05-0915-01	\$	200.54												\$ 200.54		\$ 200.54		
Water Reservoir - 9903 E. 111th St. So.	05-0950-01	\$	2,411.35		\$ 2,411.35												\$ 2,411.35		
Dog Shelter - 9903 E. 111th St. So.	05-0960-01	\$	1.25						\$ 1.25								\$ 1.25		
City Building - 211 N. Second	06-9955-01	\$	421.82					\$ 421.82									\$ 421.82		
City Building - 211 1/2 N. Second	06-9960-01	\$	55.13					\$ 55.13									\$ 55.13		
Parks Department - 507 N. First	12-7500-02	\$	29.23								\$ 29.23						\$ 29.23		
Parks Department - 507 N. First	12-7550-02	\$	94.60								\$ 94.60						\$ 94.60		
Parks Department - 507 N. First	12-7600-01	\$	96.71								\$ 96.71						\$ 96.71		
SW Lift - 0 Rockwood/Circle Dr.	15-7950-01	\$	79.47				\$ 79.47										\$ 79.47		
Lift Station - 0 Trail Dr.	16-7975-01	\$	20.53				\$ 20.53										\$ 20.53		
Ambulance #2 - 911 Kansas Star Dr.	25-4040-01	\$	43.19											\$ 43.19			\$ 43.19		
Police Department-420 E Main	01-1680-04	\$	36.20						\$ 36.20								\$ 36.20		
Police Department-410 E Main	01-1690-07	\$	849.72						\$ 849.72								\$ 849.72		
		\$	15,921.34	\$ 104.07	\$ 102.82	\$ 2,648.80	\$ 8,435.78	\$ 534.44	\$ 476.95	\$ 891.21	\$ 261.06	\$ 838.53	\$ 371.65	\$ 506.16	\$ 506.16	\$ 43.19	\$ 200.54	\$ 15,921.34	\$ 15,921.34
101-01-511		\$	476.95																
101-02-511		\$	1,471.24																
101-03-511		\$	506.16																
101-04-511		\$	891.21																
101-18-511		\$	43.19																
101-18-511		\$	506.16																
220-00-511		\$	200.54																
511-09-511		\$	104.07																
511-10-511		\$	102.82																
512-13-511		\$	2,648.80																
513-11-511		\$	8,435.78																
513-12-511		\$	534.44																
		\$	15,921.34																



Mulvane, KS

Check Report

By Check Number

Date Range: 10/01/2023 - 10/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK-POOL						
01041	ALL COVERED	10/05/2023	Regular	0.00	6,616.88	60138
00071	CENTRAL POWER SYS & SERV INC	10/05/2023	Regular	0.00	570.00	60139
00296	CHARLES D MYERS	10/05/2023	Regular	0.00	50.00	60140
00101	CHRISTOPHER DAVIS	10/05/2023	Regular	0.00	600.00	60141
09964	CITY OF DERBY	10/05/2023	Regular	0.00	15,000.00	60142
01301	CONSPEC INC.	10/05/2023	Regular	0.00	135,728.00	60143
00170	CORE & MAIN	10/05/2023	Regular	0.00	449.20	60144
00092	COX COMMUNICATIONS	10/05/2023	Regular	0.00	630.00	60145
10432	D & B ENTERPRISES, INC.	10/05/2023	Regular	0.00	81.59	60146
09885	ED M. FELD EQUIPMENT CO., INC.	10/05/2023	Regular	0.00	3,274.21	60147
00461	EVERGY	10/05/2023	Regular	0.00	4,956.51	60148
00145	FOUR STATE MAINTENANCE SUPPLY INC	10/05/2023	Regular	0.00	123.58	60149
00152	GARNETT AUTO SUPPLY, INC.	10/05/2023	Regular	0.00	469.71	60150
00438	HD SUPPLY, INC.	10/05/2023	Regular	0.00	272.06	60151
00174	HI-TECH CONTROLS INC	10/05/2023	Regular	0.00	505.25	60152
00196	INTRUST CARD CENTER	10/05/2023	Regular	0.00	3,298.12	60153
	Void	10/05/2023	Regular	0.00	0.00	60154
	Void	10/05/2023	Regular	0.00	0.00	60155
00254	JAMES LARRY LINN, ATTY AT LAW	10/05/2023	Regular	0.00	2,000.00	60156
10415	JKS PARTNERS LLC	10/05/2023	Regular	0.00	238.50	60157
10391	JOY KAY WILLIAMS	10/05/2023	Regular	0.00	2,000.00	60158
10297	KANEQUIP INC.	10/05/2023	Regular	0.00	602.37	60159
00209	KANSAS GAS SERVICE	10/05/2023	Regular	0.00	578.65	60160
00217	KANSAS ONE-CALL SYSTEM, INC.	10/05/2023	Regular	0.00	114.00	60161
10613	KANSAS SHERIFF'S ASSOCIATION	10/05/2023	Regular	0.00	2,000.00	60162
00226	KANSAS STATE TREASURER	10/05/2023	Regular	0.00	15,000.00	60163
00140	KENNETH FLEMING	10/05/2023	Regular	0.00	18.00	60164
10326	Konica Minolta Premier Finance	10/05/2023	Regular	0.00	478.11	60165
00252	LIFE-ASSIST, INC.	10/05/2023	Regular	0.00	22.64	60166
00257	LOWES BUSINESS ACCOUNT	10/05/2023	Regular	0.00	436.41	60167
00087	M6 CONCRETE ACCESSORIES	10/05/2023	Regular	0.00	278.98	60168
00262	MAXIMUM OUTDOOR EQUIPMENT & SERVICE	10/05/2023	Regular	0.00	317.00	60169
00357	MICHAEL J. ROBINSON	10/05/2023	Regular	0.00	586.00	60170
01163	MOTOROLA SOLUTIONS, INC.	10/05/2023	Regular	0.00	1,358.85	60171
00288	MULVANE FIRE RESCUE	10/05/2023	Regular	0.00	4,000.00	60172
10091	MULVANE REC CENTER	10/05/2023	Regular	0.00	525.00	60173
00323	PETTY CASH-CITY OF MULVANE	10/05/2023	Regular	0.00	2,114.81	60174
00458	PHILIP WEISER, ATTY AT LAW	10/05/2023	Regular	0.00	150.00	60175
10327	PLP-CTI HOLDINGS, LLC	10/05/2023	Regular	0.00	160.37	60176
00112	RK BLACK INC	10/05/2023	Regular	0.00	46.99	60177
00104	RODNEY L SCHUMOCK	10/05/2023	Regular	0.00	220.00	60178
00362	S & D EQUIPMENT CO. INC	10/05/2023	Regular	0.00	132.50	60179
10605	SNAP-ON INCORPORATED	10/05/2023	Regular	0.00	2,895.02	60180
10589	SNODGRASS & SONS CONSTRUCTION CO., INC.	10/05/2023	Regular	0.00	270,545.12	60181
00401	STANION WHOLESALE ELECTRIC CO INC OF	10/05/2023	Regular	0.00	21,629.48	60182
00423	TRIPLETT WOOLF & GARRETSON LLC	10/05/2023	Regular	0.00	7,948.88	60183
00443	VERIZON WIRELESS	10/05/2023	Regular	0.00	80.02	60184
00459	WESCO	10/05/2023	Regular	0.00	677.04	60185
10466	WESTLAKE HARDWARE INC	10/05/2023	Regular	0.00	98.90	60186
00094	WICHITA WATER CONDITIONING, INC.	10/05/2023	Regular	0.00	47.75	60187
00479	YOUNG & ASSOCIATES, P. A.	10/05/2023	Regular	0.00	26,483.03	60188
00015	ALTEC INDUSTRIES, INC.	10/11/2023	Regular	0.00	948.54	60194
00022	APAC-KANSAS, INC., - SHEARS DIVISION	10/11/2023	Regular	0.00	299.85	60195
00027	AT&T	10/11/2023	Regular	0.00	147.51	60196

Check Report

Date Range: 10/01/2023 - 10/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00242	BORDER STATES ELECTRIC	10/11/2023	Regular	0.00	1,332.47	60197
00101	CHRISTOPHER DAVIS	10/11/2023	Regular	0.00	150.00	60198
00092	COX COMMUNICATIONS	10/11/2023	Regular	0.00	104.41	60199
00092	COX COMMUNICATIONS	10/11/2023	Regular	0.00	1,002.32	60200
00092	COX COMMUNICATIONS	10/11/2023	Regular	0.00	3,384.49	60201
00093	CREATIVE AWARDS & SCREEN PRINTING LLC	10/11/2023	Regular	0.00	65.80	60202
10348	FLEXIBLE BENEFIT SERVICE CORPORATION	10/11/2023	Regular	0.00	272.00	60203
10453	FREDERICK A BOLTON	10/11/2023	Regular	0.00	260.00	60204
10465	JUMPSTART	10/11/2023	Regular	0.00	2,052.73	60205
01034	KANSAS DEPARTMENT OF HEALTH &	10/11/2023	Regular	0.00	360.00	60206
10552	KONICA MINOLTA BUSINESS SOLUTIONS	10/11/2023	Regular	0.00	472.04	60207
00243	KROGER-DILLONS CUSTOMER CHARGE	10/11/2023	Regular	0.00	272.75	60208
00252	LIFE-ASSIST, INC.	10/11/2023	Regular	0.00	7.16	60209
00266	MCKEE CLEAR SERVICE SOLUTIONS INC	10/11/2023	Regular	0.00	50.00	60210
01219	MERIDIAN ANALYTICAL LABS LLC	10/11/2023	Regular	0.00	2,526.00	60211
00357	MICHAEL J. ROBINSON	10/11/2023	Regular	0.00	589.70	60212
00357	MICHAEL J. ROBINSON	10/11/2023	Regular	0.00	272.00	60213
10467	MICHAEL JOHN MISTRETTA	10/11/2023	Regular	0.00	45.72	60214
01163	MOTOROLA SOLUTIONS, INC.	10/11/2023	Regular	0.00	11,176.76	60215
00283	MULVANE COOPERATIVE UNION	10/11/2023	Regular	0.00	3,293.96	60216
00283	MULVANE COOPERATIVE UNION	10/11/2023	Regular	0.00	5,727.35	60217
10185	NATIONAL SCREENING BUREAU	10/11/2023	Regular	0.00	101.00	60218
01122	OMAHA TRUCK CENTER COMPANY INC	10/11/2023	Regular	0.00	92.46	60219
00307	O'REILLY AUTO ENTERPRISES LLC	10/11/2023	Regular	0.00	801.50	60220
	Void	10/11/2023	Regular	0.00	0.00	60221
10327	PLP-CTI HOLDINGS, LLC	10/11/2023	Regular	0.00	437.24	60222
00340	QUILL CORPORATION	10/11/2023	Regular	0.00	84.61	60223
00348	REED CARWASH INC.	10/11/2023	Regular	0.00	300.00	60224
00104	RODNEY L SCHUMOCK	10/11/2023	Regular	0.00	50.00	60225
00370	SALISBURY SUPPLY COMPANY, INC.	10/11/2023	Regular	0.00	2,573.97	60226
00372	SAMS CLUB	10/11/2023	Regular	0.00	49.55	60227
00379	SEDGWICK CO DIVISION OF FINANC	10/11/2023	Regular	0.00	3,797.55	60228
00385	SHIRTS PLUS INC	10/11/2023	Regular	0.00	52.00	60229
10605	SNAP-ON INCORPORATED	10/11/2023	Regular	0.00	637.50	60230
10183	WASTE MANAGEMENT	10/11/2023	Regular	0.00	942.04	60231
00459	WESCO	10/11/2023	Regular	0.00	1,134.53	60232
10466	WESTLAKE HARDWARE INC	10/11/2023	Regular	0.00	151.36	60233
00094	WICHITA WATER CONDITIONING, INC.	10/11/2023	Regular	0.00	75.86	60234
00479	YOUNG & ASSOCIATES, P. A.	10/11/2023	Regular	0.00	2,473.50	60235
00012	AIRGAS USA, INC.	10/19/2023	Regular	0.00	39.14	60237
00048	BOLINGER ENTERPRISES LLC	10/19/2023	Regular	0.00	20.00	60238
10494	BTAC HOLDING CORP	10/19/2023	Regular	0.00	1,537.90	60239
10499	CENTER POINT, INC.	10/19/2023	Regular	0.00	143.82	60240
00071	CENTRAL POWER SYS & SERV INC	10/19/2023	Regular	0.00	570.00	60241
00170	CORE & MAIN	10/19/2023	Regular	0.00	470.00	60242
00103	DE LAGE LANDEN INC	10/19/2023	Regular	0.00	77.44	60243
10003	DEERE & COMPANY	10/19/2023	Regular	0.00	36,700.92	60244
00168	DON HATTAN CHEVROLET, INC.	10/19/2023	Regular	0.00	1,193.88	60245
01078	EMC INSURANCE COMPANIES	10/19/2023	Regular	0.00	9,892.00	60246
00134	FAMILY MEDCENTERS PA	10/19/2023	Regular	0.00	466.00	60247
00145	FOUR STATE MAINTENANCE SUPPLY INC	10/19/2023	Regular	0.00	264.54	60248
00150	GALL'S INC.	10/19/2023	Regular	0.00	1,937.44	60249
10228	HAYSVILLE RENTAL CENTER	10/19/2023	Regular	0.00	686.48	60250
10068	HECTOR SAMUEL RIVERA	10/19/2023	Regular	0.00	75.00	60251
00174	HI-TECH CONTROLS INC	10/19/2023	Regular	0.00	161.25	60252
10064	HUBER & ASSOCIATES, INC	10/19/2023	Regular	0.00	539.68	60253
00030	JOHN DEERE FINANCIAL	10/19/2023	Regular	0.00	159.39	60254
10297	KANEQUIP INC.	10/19/2023	Regular	0.00	697.62	60255
01031	KANSAS DEPT OF REVENUE	10/19/2023	Regular	0.00	3,577.89	60256
00215	KANSAS MUNICIPAL UTILITIES INC	10/19/2023	Regular	0.00	3,261.50	60257
00220	KANSAS POWER POOL	10/19/2023	Regular	0.00	301,574.21	60258

Check Report

Date Range: 10/01/2023 - 10/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00233	KANSASLAND TIRE CO. INC.	10/19/2023	Regular	0.00	678.84	60259
00237	KEY EQUIPMENT & SUPPLY CO.	10/19/2023	Regular	0.00	39.70	60260
10326	Konica Minolta Premier Finance	10/19/2023	Regular	0.00	139.30	60261
00247	LABORATORY CORP OF AMERICA HOLDINGS	10/19/2023	Regular	0.00	21.75	60262
00252	LIFE-ASSIST, INC.	10/19/2023	Regular	0.00	1,147.11	60263
09913	MABCD	10/19/2023	Regular	0.00	3,307.97	60264
00262	MAXIMUM OUTDOOR EQUIPMENT & SERVICE	10/19/2023	Regular	0.00	79.70	60265
00195	MCWI BENTURES LLC	10/19/2023	Regular	0.00	85.20	60266
01219	MERIDIAN ANALYTICAL LABS LLC	10/19/2023	Regular	0.00	649.00	60267
10500	MIDWEST TAPE, LLC.	10/19/2023	Regular	0.00	197.15	60268
00282	MULVANE CHAMBER OF COMMERCE	10/19/2023	Regular	0.00	1,082.00	60269
10349	NATHAN WERTH	10/19/2023	Regular	0.00	1,721.25	60270
00310	OMNI SERVICES GROUP LLC	10/19/2023	Regular	0.00	2,172.76	60271
09985	PETER A. MACKINNEY	10/19/2023	Regular	0.00	2,840.00	60272
00340	QUILL CORPORATION	10/19/2023	Regular	0.00	175.70	60273
00344	RAILROAD MANAGEMENT CO III LLC	10/19/2023	Regular	0.00	1,339.00	60274
10597	RESCUE SPECIALISTS LLC	10/19/2023	Regular	0.00	9,450.00	60275
10597	RESCUE SPECIALISTS LLC	10/19/2023	Regular	0.00	24,275.00	60276
00112	RK BLACK INC	10/19/2023	Regular	0.00	157.49	60277
00370	SALISBURY SUPPLY COMPANY, INC.	10/19/2023	Regular	0.00	660.09	60278
09928	SOUTH CENTRAL COMMERCIAL MECHANICAL,	10/19/2023	Regular	0.00	1,404.73	60279
00407	SUMNER CO. SHERIFF	10/19/2023	Regular	0.00	1,260.00	60280
00415	TG TECHNICAL SERVICES INC	10/19/2023	Regular	0.00	120.00	60281
00426	TYLER TECHNOLOGIES INC	10/19/2023	Regular	0.00	517.40	60282
10366	UNDERGROUND VAULTS & STORAGE, INC	10/19/2023	Regular	0.00	82.50	60283
00442	VANCE BROTHERS, INC.	10/19/2023	Regular	0.00	2,435.00	60284
00443	VERIZON WIRELESS	10/19/2023	Regular	0.00	281.52	60285
00094	WICHITA WATER CONDITIONING, INC.	10/19/2023	Regular	0.00	84.50	60286
00479	YOUNG & ASSOCIATES, P. A.	10/19/2023	Regular	0.00	5,446.87	60287
01093	CENTRAL PLAINS DEVELOPMENT	10/26/2023	Regular	0.00	45.00	60303
00075	CHENEY DOOR CO., INC.	10/26/2023	Regular	0.00	453.00	60304
00182	CHRISTOPHER HOLZMAN, ATTY AT LAW	10/26/2023	Regular	0.00	1,400.00	60305
00078	CITY OF AUGUSTA	10/26/2023	Regular	0.00	-34,697.10	60306
00078	CITY OF AUGUSTA	10/26/2023	Regular	0.00	34,697.10	60306
10223	CRH COFFEE INC	10/26/2023	Regular	0.00	73.50	60307
10045	do not use this vendor DIESEL POWER &	10/26/2023	Regular	0.00	-544.17	60308
10045	do not use this vendor DIESEL POWER &	10/26/2023	Regular	0.00	544.17	60308
10525	DONOVAN AUTO & TRUCK CENTER	10/26/2023	Regular	0.00	1,583.78	60309
10612	DP TRADING	10/26/2023	Regular	0.00	248.50	60310
00461	EVERGY	10/26/2023	Regular	0.00	535.95	60311
00134	FAMILY MEDCENTERS PA	10/26/2023	Regular	0.00	165.00	60312
00149	GALAXIE BUSINESS EQUIPMENT, INC.	10/26/2023	Regular	0.00	412.92	60313
00438	HD SUPPLY, INC.	10/26/2023	Regular	0.00	1,558.85	60314
00241	KONICA MINOLTA BUSINESS INC	10/26/2023	Regular	0.00	9.19	60315
00249	LEAGUE OF KS. MUNICIPALITIES	10/26/2023	Regular	0.00	195.00	60316
00252	LIFE-ASSIST, INC.	10/26/2023	Regular	0.00	1,460.37	60317
00195	MCWI BENTURES LLC	10/26/2023	Regular	0.00	141.90	60318
01219	MERIDIAN ANALYTICAL LABS LLC	10/26/2023	Regular	0.00	34.00	60319
00458	PHILIP WEISER, ATTY AT LAW	10/26/2023	Regular	0.00	450.00	60320
00437	PS ENTERPRISES LLC	10/26/2023	Regular	0.00	33.21	60321
00340	QUILL CORPORATION	10/26/2023	Regular	0.00	244.18	60322
00320	R.E. PEDROTTI COMPANY, INC	10/26/2023	Regular	0.00	7,925.00	60323
10615	ROCK RIVER ARMS, INC.	10/26/2023	Regular	0.00	797.85	60324
00363	S & G ASSOCIATES, INC	10/26/2023	Regular	0.00	75.00	60325
00370	SALISBURY SUPPLY COMPANY, INC.	10/26/2023	Regular	0.00	235.00	60326
09928	SOUTH CENTRAL COMMERCIAL MECHANICAL,	10/26/2023	Regular	0.00	257.22	60327
00397	T-MOBILE	10/26/2023	Regular	0.00	238.96	60328
00443	VERIZON WIRELESS	10/26/2023	Regular	0.00	121.07	60329
10183	WASTE MANAGEMENT	10/26/2023	Regular	0.00	108.50	60330
10598	WORTH HYDROCHEM OF OKLA., INC	10/26/2023	Regular	0.00	201,533.00	60331
00479	YOUNG & ASSOCIATES, P. A.	10/26/2023	Regular	0.00	1,780.63	60332

Check Report

Date Range: 10/01/2023 - 10/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00042	BERGKAMP INC.	10/31/2023	Regular	0.00	1,461.91	60335
00047	BNSF RAILWAY CO. INC	10/31/2023	Regular	0.00	100.00	60336
00447	CAPITAL ONE	10/31/2023	Regular	0.00	313.51	60337
00071	CENTRAL POWER SYS & SERV INC	10/31/2023	Regular	0.00	2,517.07	60338
00296	CHARLES D MYERS	10/31/2023	Regular	0.00	80.00	60339
00090	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	10/31/2023	Regular	0.00	336.98	60340
00092	COX COMMUNICATIONS	10/31/2023	Regular	0.00	630.00	60341
10255	CRAFCO, INC.	10/31/2023	Regular	0.00	3,318.00	60342
10616	DIESEL POWER LLC	10/31/2023	Regular	0.00	544.17	60343
00168	DON HATTAN CHEVROLET, INC.	10/31/2023	Regular	0.00	67.44	60344
10525	DONOVAN AUTO & TRUCK CENTER	10/31/2023	Regular	0.00	1,468.94	60345
10474	EASY ICE, LLC	10/31/2023	Regular	0.00	315.60	60346
00143	FOLEY EQUIPMENT COMPANY	10/31/2023	Regular	0.00	3.26	60347
00160	GRAINGER, W.W. INC.	10/31/2023	Regular	0.00	13.84	60348
00347	HENDERSON INVESTMENTS INC	10/31/2023	Regular	0.00	599.47	60349
00174	HI-TECH CONTROLS INC	10/31/2023	Regular	0.00	322.50	60350
00205	KANSAS DEPT OF AGRICULTURE	10/31/2023	Regular	0.00	800.00	60351
00209	KANSAS GAS SERVICE	10/31/2023	Regular	0.00	138.75	60352
00258	KENNETH M LYERA	10/31/2023	Regular	0.00	545.00	60353
00257	LOWES BUSINESS ACCOUNT	10/31/2023	Regular	0.00	475.58	60354
10580	MULVANE AUTOMOTIVE AND TIRE REPAIR LLC	10/31/2023	Regular	0.00	20.00	60355
00331	PRESSURE WASHER SALES & SRV LLC	10/31/2023	Regular	0.00	68.60	60356
00340	QUILL CORPORATION	10/31/2023	Regular	0.00	91.99	60357
00362	S & D EQUIPMENT CO. INC	10/31/2023	Regular	0.00	32.50	60358
00401	STANION WHOLESALE ELECTRIC CO INC OF	10/31/2023	Regular	0.00	1,176.70	60359
00441	THE G W VAN KEPPEL COMPANY	10/31/2023	Regular	0.00	286.70	60360
00423	TRIPLETT WOOLF & GARRETSON LLC	10/31/2023	Regular	0.00	5,967.42	60361
00434	UNITED STATES POST OFFICE	10/31/2023	Regular	0.00	1,200.00	60362
00446	VIA CHRISTI HOME MEDICAL LLC	10/31/2023	Regular	0.00	145.00	60363
00459	WESCO	10/31/2023	Regular	0.00	417.28	60364
10431	WHEELER WORLD INC.	10/31/2023	Regular	0.00	32,915.50	60365
00078	CITY OF AUGUSTA	10/31/2023	Bank Draft	0.00	33,044.86	DFT0003538

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	314	202	0.00	1,324,606.95
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-35,241.27
Bank Drafts	1	1	0.00	33,044.86
EFT's	0	0	0.00	0.00
	315	208	0.00	1,322,410.54

Check Report

Date Range: 10/01/2023 - 10/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PYBNK-PAYROLL-POOL						
00106	DELTA DENTAL OF KANSAS	10/05/2023	Regular	0.00	4,789.96	60189
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	10/13/2023	Regular	0.00	78.46	60190
10066	KAHRS LAW OFFICES, P.A.	10/13/2023	Regular	0.00	199.56	60191
01016	KANSAS PAYMENT CENTER	10/13/2023	Regular	0.00	552.00	60192
10540	PITTENGER LAW GROUP, LLC	10/13/2023	Regular	0.00	199.56	60193
00079	CITY OF MULVANE	10/11/2023	Regular	0.00	1,526.51	60236
01012	AFLAC	10/27/2023	Regular	0.00	367.15	60288
01013	AFLAC GROUP INSURANCE	10/27/2023	Regular	0.00	1,029.53	60289
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	10/27/2023	Regular	0.00	78.46	60290
10066	KAHRS LAW OFFICES, P.A.	10/27/2023	Regular	0.00	187.96	60291
01016	KANSAS PAYMENT CENTER	10/27/2023	Regular	0.00	552.00	60292
01022	LEGAL SHIELD	10/27/2023	Regular	0.00	536.20	60293
10540	PITTENGER LAW GROUP, LLC	10/27/2023	Regular	0.00	187.96	60294
01018	AXA EQUITABLE - EQUI-VEST	10/26/2023	Regular	0.00	13,160.00	60333
00079	CITY OF MULVANE	10/26/2023	Regular	0.00	1,526.51	60334
00408	SURENCY LIFE & HEALTH	10/02/2023	Bank Draft	0.00	699.90	DFT0003504
10344	RELIANCE STANDARD LIFE INS CO.	10/25/2023	Bank Draft	0.00	21.10	DFT0003505
01021	KPERS	10/13/2023	Bank Draft	0.00	17,138.88	DFT0003506
01021	KPERS	10/13/2023	Bank Draft	0.00	11,367.92	DFT0003507
00436	UNUM LIFE INSURANCE CO OF AMER	10/25/2023	Bank Draft	0.00	40.80	DFT0003508
01026	IRS	10/13/2023	Bank Draft	0.00	28,277.58	DFT0003509
01026	IRS	10/13/2023	Bank Draft	0.00	29,157.62	DFT0003510
01031	KANSAS DEPT OF REVENUE	10/13/2023	Bank Draft	0.00	10,086.09	DFT0003511
01026	IRS	10/13/2023	Bank Draft	0.00	6,683.52	DFT0003512
10344	RELIANCE STANDARD LIFE INS CO.	10/25/2023	Bank Draft	0.00	1,351.50	DFT0003513
01021	KPERS	10/27/2023	Bank Draft	0.00	477.42	DFT0003514
01021	KPERS	10/27/2023	Bank Draft	0.00	18,706.41	DFT0003515
01021	KPERS	10/27/2023	Bank Draft	0.00	11,070.40	DFT0003516
00436	UNUM LIFE INSURANCE CO OF AMER	10/25/2023	Bank Draft	0.00	348.00	DFT0003517
01026	IRS	10/27/2023	Bank Draft	0.00	23,849.44	DFT0003518
01026	IRS	10/27/2023	Bank Draft	0.00	17,385.20	DFT0003519
01031	KANSAS DEPT OF REVENUE	10/27/2023	Bank Draft	0.00	8,211.83	DFT0003520
01026	IRS	10/27/2023	Bank Draft	0.00	5,577.72	DFT0003521
00046	BLUE CROSS AND BLUE SHIELD	10/25/2023	Bank Draft	0.00	10,216.80	DFT0003522
00046	BLUE CROSS AND BLUE SHIELD	10/25/2023	Bank Draft	0.00	8,979.12	DFT0003523
00046	BLUE CROSS AND BLUE SHIELD	10/25/2023	Bank Draft	0.00	7,522.56	DFT0003524
00046	BLUE CROSS AND BLUE SHIELD	10/25/2023	Bank Draft	0.00	38,313.60	DFT0003525
00046	BLUE CROSS AND BLUE SHIELD	10/25/2023	Bank Draft	0.00	10,216.80	DFT0003526
00046	BLUE CROSS AND BLUE SHIELD	10/25/2023	Bank Draft	0.00	8,979.21	DFT0003527
00046	BLUE CROSS AND BLUE SHIELD	10/25/2023	Bank Draft	0.00	7,522.64	DFT0003528
00046	BLUE CROSS AND BLUE SHIELD	10/25/2023	Bank Draft	0.00	38,313.86	DFT0003529
00106	DELTA DENTAL OF KANSAS	10/30/2023	Bank Draft	0.00	271.05	DFT0003530
00106	DELTA DENTAL OF KANSAS	10/30/2023	Bank Draft	0.00	301.23	DFT0003531
00106	DELTA DENTAL OF KANSAS	10/30/2023	Bank Draft	0.00	264.16	DFT0003532
00106	DELTA DENTAL OF KANSAS	10/30/2023	Bank Draft	0.00	1,514.43	DFT0003533
00106	DELTA DENTAL OF KANSAS	10/30/2023	Bank Draft	0.00	338.20	DFT0003534
00106	DELTA DENTAL OF KANSAS	10/30/2023	Bank Draft	0.00	368.27	DFT0003535
00106	DELTA DENTAL OF KANSAS	10/30/2023	Bank Draft	0.00	264.16	DFT0003536

Check Report

Date Range: 10/01/2023 - 10/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00106	DELTA DENTAL OF KANSAS	10/30/2023	Bank Draft	0.00	1,514.70	DFT0003537

Bank Code PYBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	27	15	0.00	24,971.82
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	34	34	0.00	325,352.12
EFT's	0	0	0.00	0.00
	61	49	0.00	350,323.94

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	341	217	0.00	1,349,578.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-35,241.27
Bank Drafts	35	35	0.00	358,396.98
EFT's	0	0	0.00	0.00
	376	257	0.00	1,672,734.48

Fund Summary

Fund	Name	Period	Amount
999	Pool Cash Fund	10/2023	1,672,734.48
			1,672,734.48

Approved

Date

November 16, 2023

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

Re: Nowak Construction Co., Inc. - Application and Certificate for Payment
Rock Road Force Main Modifications
Mulvane, Sedgwick County, Kansas
Y&A Project No. 23-495

Dear Mr. St. John:

Transmitted herewith is a signed copy of Payment Application No. 2 submitted by Nowak Construction Co., Inc. for the above referenced project. We have field verified the quantity of work requested in their "Contractor's Application for Payment No. 2 - Final" and concur with the "Amount Due this Application" of \$12,558.10 as requested.

Force main construction and connections were completed and placed into operation in October. As of the date of this transmittal, the City's inspector was in the process of confirming the installation of a pipe plug (to be installed at an existing manhole in SS Basin A). One other punch-list item remaining is the replacement of a manhole lid (to be imprinted with "Mulvane" instead of "Derby"). The replacement manhole lid has been ordered. These items may be considered warranty work. The contract Final Completion date as set forth in the NTP is 1/9/24.

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 feel free to contact the undersigned should you have questions or need any additional information.

Very truly yours,
YOUNG & ASSOCIATES, PA



Christopher R. Young, PE
City Engineer

Attachments

Contractor's Application for Payment No. 2 - Final

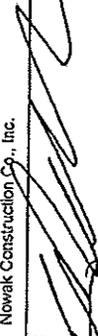
Application Period: 10/21/2023 thru 11/16/2023	Application Date: 11/16/2023
From (Contractor): Nowak Construction Co., Inc.	Via (Engineer) Young & Associates, PA
Contract: Rock Road Force Main Modifications	Engineer's Project No.:
Owner's Contract No.:	

Application for Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions
	1	6,935.00	
TOTALS		6,935.00	
NET CHANGE BY CHANGE ORDERS		6,935.00	

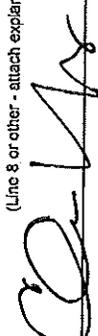
1. ORIGINAL CONTRACT PRICE \$ 118,646.00
2. Net change by Change Orders \$ 6,935.00
3. CURRENT CONTRACT PRICE (Line 1 ± 2) \$ 125,581.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate) \$ 125,581.00
5. RETAINAGE:
 - a. 10 % x \$ _____ Work Completed _____ \$
 - b. _____ % x \$ _____ Stored Material _____ \$
 - c. Total Retainage (Line 5a + Line 5b) \$ 0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 125,581.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 113,022.90
8. AMOUNT DUE THIS APPLICATION \$ 12,558.10
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above) \$ 0.00

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

By:  Date: 11-16-23

Nowak Construction Co., Inc.

Payment of: \$ 12,558.10 (Line 8 or other - attach explanation of other amount)

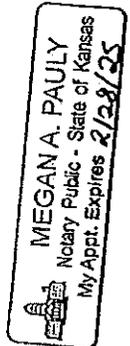
is recommended by:  (Engineer) 11/17/23 (Date)

Payment of: \$ _____ (Line 8 or other - attach explanation of other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Date)

Funding Agency (if applicable) _____ (Date)



Megan A. Pauly

City Council Meeting
November 20, 2023

TO: Mayor & City Council

FR: City Administrator

RE: Cereal Malt Beverage (CMB)

ACTION: Approve the renewals of the properly completed applications

Background:

The council must approve CMB licenses.

Analysis:

City staff contacts all the vendors who hold those licenses well in advance and then works with those license holders to properly complete the necessary application forms.

Financial Considerations:

The proper licensing fees have been paid by the applicants.

Legal Considerations:

The applications forms have been reviewed by the city attorney.

Recommendation:

Motion to approve a CMB license for Dollar General.