### MULVANE CITY COUNCIL REGULAR MEETING AGENDA Monday March 4, 2024

|   | Page           |
|---|----------------|
| Call Regular Meeting to Order   |                |
| Roll Call Pledge of Allegiance  |                |
| Approval of Special Meeting Minutes dated February 15, 2024 and February 26, 2024   | 2-5            |
| Approval of Regular Meeting Minutes dated February 21, 2024   | 6-10           |
| Correspondence  |                |
| Public Comments (State Name and Address – 5 minutes) Appointments, Awards and Citations   |                |
| Appointments, Awards and Citations  |                |
| OLD BUSINESS:   |                |
| NEW BUSINESS:   |                |
| Property and Casualty Insurance – Tom Burkhart  | 11-37          |
| 2. Consideration of Right of Entry Agreement with Evergy – Joel Pile  | 38-41          |
| 3. Police Department Vehicle Purchase – Gordon Fell   | 42-44          |
| <ol> <li>Agreement with Rural Water District #3 – J.T. Klaus</li> <li>Ordinance Changing Council Meeting Time – J.T. Klaus</li> </ol> | 45-51<br>52-55 |
| 5. Ordinance changing council weeting Time – 3.1. Maus  | 32-33          |
| LAND BANK:  |                |
| 1. Approval of Minutes dated February 21, 2024  | 56-58          |
| 2. Payment of Bill  |                |
| ENGINEER:   |                |
| 1. Project Update   | 59             |
|   |                |
| CITY STAFF:   |                |
| City Clerk City Administrator   |                |
| City Attorney   |                |
|   |                |
| CONSENT AGENDA:   |                |
| 1. Payroll Dated 3/1/24 - \$261,322.89  | 60-61          |
| <ol> <li>Purchase of Caustic Soda from Brenntag - \$12,850.00</li> <li>CMB License for Los Candiles</li> </ol>                        |                |
| 4. City Utility Bills - \$30,640.34   |                |
|   |                |
| ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:  Next City Council Meeting – Monday, March 18, 2024 – 6:00 p.m. or 7:30 p.m. TBD       |                |
| Next City Council Meeting – Monday, March 10, 2024 – 6.00 p.m. or 7.50 p.m. TBD   |                |

**ADJOURNMENT:** 

### MULVANE CITY COUNCIL SPECIAL MEETING MINUTES

February 15, 2024 6:00 PM

The Mulvane City Council convened at the PIX Community Center at 101 E. Main at 6:00 p.m. Presiding was Mayor Brent Allen, who called the meeting to order.

**<u>COUNCIL MEMBERS PRESENT:</u>** Brent Allen, Tim Huntley, Trish Gerber, Todd Leeds, Grant Leach.

**OTHERS PRESENT:** J. T. Klaus, Debra Parker, Austin St. John, Gordon Fell, Jacob Coy.

City Clerk, Debra Parker, read the Request for Special Council Meeting into the record.

The Special Meeting was conducted for the object and purpose of a training and informational workshop for councilmembers. Presentations were heard from the Department Heads. City Administrator, Austin St. John, reviewed the budgeting process with the council. City Clerk, Debra Parker, gave an overview of the Administration Department and outlined the duties of staff. Public Safety Director, Gordon Fell, gave a Power Point presentation for the Police/Fire/EMS Departments. Public Works/Utility Director, Jacob Coy, presented information for the Elec/Water/Sewer/Street Departments.

The meeting provided an opportunity for council and staff to ask questions and have a better understanding of the daily operations of the City.

MOTION by Huntley, second by Leach to adjourn the Special Meeting of the Mulvane City Council.

MOTION approved unanimously at 9:00 p.m.

Minutes by: Debra M. Parker, City Clerk

# REQUEST FOR SPECIAL COUNCIL MEETING MULVANE, KANSAS

| Feb 15,20 94  |
|---|
|   |
| To The Honorable Brant Allen Mayor of Mulvane, Kansas   |
|   |
| We, the undersigned, councilmembers of the City of Mulvane, hereby respectfully request you to call a special meeting of the council to be held at City Hall on PZX  Fzb 15, 2034 at 6:00 o'clockp.M. for the object and purpose of  Training wark shop for council meeting of the City of Mulvane, hereby respectfully request you to call a special meeting of the council to be held at City Hall on PZX  Fzb 15, 2034 at 6:00 o'clockp.M. for the object and purpose of |
|   |
| Signed:  Mille Merber   |
| WARL  |
| Lethite   |
|   |

### MULVANE CITY COUNCIL SPECIAL MEETING MINUTES

February 26, 2024 6:00 PM

The Mulvane City Council convened at the PIX Community Center at 101 E. Main at 6:00 p.m. Presiding was Mayor Brent Allen, who called the meeting to order.

**<u>COUNCIL MEMBERS PRESENT:</u>** Brent Allen, Trish Gerber, Todd Leeds, Grant Leach, Kurtis Westfall.

**OTHERS PRESENT:** J. T. Klaus, Debra Parker, Austin St. John.

City Clerk, Debra Parker, read the Request for Special Council Meeting into the record.

The Special Meeting was conducted for the object and purpose of KOMA/KORA training for councilmembers and those present. City Attorney, J. T. Klaus, presented a Power Point presentation for Conducting the City's Business and answered questions.

The meeting provided an opportunity for the council and staff to ask questions and have a better understanding of conducting the City's Business regarding Meetings, Records, Conflicts, and Contracts.

MOTION by Leach, second by Gerber to adjourn the Special Meeting of the Mulvane City Council.

MOTION approved unanimously at 8:00 p.m.

Minutes by: Debra M. Parker, City Clerk

# REQUEST FOR SPECIAL COUNCIL MEETING MULVANE, KANSAS

| Feb. 31,2  | 034                                    |
|--|--|
| To The Honorable Brent Allon Mayor of Mulvane, Kansas  |  |
| We, the undersigned, councilmembers of the City of Mulvane, hereby respectively request you to call a special meeting of the council to be held at Gity-I 2-36, 2034 at 600 o'clock f.M. for the object and purpose of the City of Mulvane, hereby respectively. | Hall on PI                             |
| Signed:  X Mus Yeser  X Mensfel or agent   | —————————————————————————————————————— |
| A LA LA  |  |

### MULVANE CITY COUNCIL REGULAR MEETING MINUTES

February 21, 2024 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 Brent Allen, who called the meeting to order.

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

<u>OTHERS PRESENT:</u> Austin St. John, Debra Parker, J. T. Klaus, Mike Robinson, Chris Young, Joel Pile, Malissa Long, Nancy Armstrong, Nancy Farber Mottola, Todd Dannenberg, Catlin Martin, Scott Nelson.

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

**REVIEW AND CLOSING OF THE AGENDA:** Item #1 under Old Business will be removed (KPP Mulvane Solar Project/Granting of Easement). There will be an addition of Item #3 under New Business to discuss the meeting time for City Council meetings.

### **APPROVAL OF REGULAR MEETING MINUTES:**

MOTION by Huntley, second by Gerber to approve the Regular meeting minutes dated February 5, 2024.

MOTION approved unanimously.

**CORRESPONDENCE:** None

**PUBLIC COMMENTS:** None

#### **APPOINTMENTS, AWARDS AND CITIATIONS:**

**1.** <u>25 Year Service Award for Brian Cunningham:</u> The employee was not present. His award will be delivered to him.

#### **OLD BUSINESS**

None

#### **NEW BUSINESS**

### 1. Mulvane Community Foundation Subsidy Request:

Mayor Allen advised that since he is on the Board of the Mulvane Community Foundation (MCF), he will not participate in the discussion of this item. The MCF was established as an official 501(c)3 in 2017 to provide an outlet to make it possible for the community and organizations to support local events and activities.

Malissa Long, Nancy Armstrong, Nancy Farber Mottola, and Catlin Martin were present to review the projects, service awards, and activities of the MCF with the council. Some of the events highlighted were the Downtown Easter Egg Hunt, Doc Sunback Film Fest, Ballet in the Park, Christmas Tree Lighting, and many other events. The MCF also has many community projects which include the PIX Marque, Wildcat Community Connect Lunch Money Fund, and the Mental Health Coalition.

The MCF is requesting continued financial support from the City to employ a part-time director for 2024.

MOTION by Huntley, second by Westfall to approve the Mulvane Community Foundation request for funds in the amount of \$25,000 for 2024.

MOTION approved unanimously.

#### 2. Twin Valley Fiber Proposal:

Todd Dannenberg with Twin Valley was present to review this item with the council. Twin Valley Communications is a family-owned Kansas based company. Twin Valley would like to install fiber optic internet throughout the City.

Utility providers must have permission to install their equipment within the City's right-of-way. The proposed Franchise Ordinance includes a 5% franchise fee. Twin Valley is not requesting to attach any infrastructure to utility poles at this time. It was noted that the City approved a similar franchise agreement with IdeaTek for the same utility services. If approved, Twin Valley would like to begin work right away.

MOTION by Leeds, second by Leach to approve the Franchise Agreement with Twin Valley and authorize the Mayor to sign Ordinance No. 1576.

MOTION approved unanimously.

#### **ORDINANCE NO. 1576**

A CONTRACT FRANCHISE ORDINANCE GRANTED TO TWIN VALLEY COMMUNICATIONS, INC., A TELECOMMUNICATIONS LOCAL EXCHANGE SERVICE PROVIDER PROVIDING LOCAL EXCHANGE SERVICE WITHIN THE CITY OF MULVANE, KANSAS.

#### 3. Change Council Meeting Time:

Mayor Allen asked the council if they would prefer to change the meeting time from 7:30 p.m. to earlier in the evening. It was the consensus of the council to instruct the City Attorney to change the City Council meeting time to begin at 6:00 p.m. An ordinance will be available at the next meeting for consideration.

#### LAND BANK

MOTION by Huntley, second by Leach to recess the 2/21/2024 City Council meeting and convene as the Mulvane Land Bank.

MOTION approved unanimously.

MOTION by Huntley, second by Westfall to approve the 2/5/2024 Land Bank Trustee meeting minutes.

MOTION approved unanimously.

MOTION by Gerber, second by Leach to approve the Mulvane News invoice in the amount of \$71.50 for the publication of the Land Bank Annual Report.

MOTION approved unanimously.

MOTION by Huntley, second by Leach to approve the payment of \$106.00 to the Sumner County Register of Deeds to record the Notice of Agreement and Right of First Refusal for the property at 110 W. Main.

MOTION approved unanimously.

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

MOTION approved unanimously.

#### **ENGINEER**

### 1. Project Review and Update:

<u>Phase 2 Main "A" Sanitary Sewer</u> – KDOT has approved the Contractor's traffic control plan (TCP). This plan will detour traffic at Bridge St./K-53 and Boxelder and at First St./K-53 and Walnut.

<u>GIS Mapping</u> – Request for Proposals were distributed to GIS Consulting Firms on 2/15/24. The deadline for proposals is 3/7/24.

<u>Phase 1 Harvest Point Addition Infrastructure</u> – Bid package No. 1 for Preliminary Mass Grading and Detention Ponds, Sanitary Sewer, Storm Sewer, and Water Line plans are scheduled to bid in early March.

West Main Street Drainage Improvements – Bid documents are being prepared.

#### 2. Phase 2 – Main "A" Sanitary Sewer Improvements:

On October 19, 2023, the City received bids for constructing the second phase of improvements for the Main "A" Sanitary Sewer. This portion of Main "A" will replace and upsize sewer lines from the Public Works Maintenance building on Bridge St. to Poplar St. The low bidder was Apex Excavating, LLC, Park City, Kansas. On November 6, 2023, the City Council approved awarding the project to Apex and on December 4, 2023, a construction agreement was approved. Traffic Control Plans (TCP) have been approved by KDOT. The Contractor is coordinating with BNSF engineering representatives (Wilson & Co.) and have set a tentative start date for the sewer boring under the RR in early March. The Notice to Proceed is ready to be approved.

MOTION by Leeds, second by Gerber to approve a Notice to Proceed with Apex Excavating, LLC and authorize the Mayor to sign.

MOTION approved unanimously.

#### **CITY STAFF**

### **City Clerk:** None

<u>City Administrator:</u> There will be a KOMA/KORA training for council at the PIX Community Center on Monday February 26, 2024, at 6:00 p.m. This training will be presented by the City Attorney, J.T. Klaus.

### **City Attorney:**

City Attorney, J.T. Klaus, requested an Executive Session for a period of twenty (20) minutes 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.

MOTION by Leeds, second by Huntley 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 matters deemed privileged in the attorney-client relationship, for a period not to exceed twenty (20) minutes to include the Mayor, City Council, City Administrator, and the City Attorney, and to return to open session at approximately 8:25 p.m.

MOTION approved unanimously at 8:05 p.m.

MOTION by Huntley, second by Leach to reconvene the City Council meeting. MOTION approved unanimously at 8:29 p.m.

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

City Attorney, J.T. Klaus, asked that since he will be preparing an ordinance to change the time of the council meeting for the next City Council meeting, if the council wished to also include a workshop date in the ordinance. It was the consensus of the council to include language in the ordinance to allow for a monthly workshop on the 4<sup>th</sup> Monday of each month.

#### **CONSENT AGENDA ITEMS:**

MOTION by Huntley, second by Gerber to approve consent agenda items 1-4.

- 1. Warrant Register for January \$1,497,292.19
- 2. Payroll dated 2/16/24 \$240,734.14
- 3. Liquor License for R&R Kansas, LLC
- 4. Invoice from Mulvane Coop Fuel for Electric Generation \$19,414.64

MOTION approved unanimously.

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

There will be a council workshop to review KOMA/KORA on Monday, February 26<sup>th</sup>, at the PIX Community Center at 6:00 p.m.

Next City Council Meeting – Monday, March 4, 2024, at 7:30 p.m.

### **ADJOURNMENT:**

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

MOTION approved unanimously at 8:36 p.m.

Minutes by: Debra M. Parker, City Clerk **Carson Insurance Group** 

**New Business** 

#### March 4, 2024

#### **Insurance Summary and Recommendations 2024**

February 28<sup>th</sup>, 2024

To: Mulvane City Council Members

From: Tom Burkhart Vice President Carson Insurance Group

RE: Property & Casualty Insurance Renewal for 2024- 25

Carson Insurance Group has once again reviewed the insurance program for the City of Mulvane and has successfully negotiated terms of coverage/price with EMC Insurance Companies. Travelers Insurance was also solicited to bid the insurance for the 2024-25 policy period. Travelers Insurance declined to provide pricing based on the following factors:

Commercial Output Operations Property Limits/Deductibles Pricing

Below is a summary of the changes made for the 2024-25 renewal.

#### **Property**

Property coverage remains to be the focus point for all insurance carriers countrywide. Catastrophic losses, re-insurance cost, and replacement cost values have a direct impact on property coverage/cost. In order to combat these factors insurance carriers are implementing higher deductibles, price increases, or exiting out of the marketplace. EMC is committed to provide the best coverage possible to its municipality partners. Below are the changes made to the 2024 renewal.

Blanket Replacement Cost limit has increased from \$66,826,614 to \$74,215,228. Deductible remains at \$25,000 per occurrence for all perils. Commercial output policy deductible increased to \$75,000 per occurrence.

#### **General Liability**

No changes. The general liability policy will continue to be audited upon the completion of the policy term.

#### **Cyber Liability**

No changes necessary.

#### Crime

Policy deductible increased from \$500 to \$1000.

#### **Law Enforcement**

The City of Mulvane continues to receive a premium discount for being a member of the Lexipol Program.

### Linebacker/Public Officials/Employment Practice Liability

No Change

#### Auto

All changes have been reviewed by department heads.

#### **Inland Marine/Equipment**

All changes have been reviewed by department heads.

#### **Workers Compensation**

The experience modification for the City of Mulvane increased from .76 to .98 for the 2024-25 policy period. Workers compensation rates remain steady. Workers compensation payroll is subject to policy year end audit.

#### **Ambulance Malpractice**

This line of coverage is separate from the EMC policy.

#### **Dividend History**

The City of Mulvane received a dividend check in the amount of \$61,459.58 in 2023. Total premium for all lines of coverage plus loss ratio factor into the amount paid. The dividend is not a guarantee. Since 1983 the City of Mulvane has earned more than \$778,000 within the EMC dividend program.

### Premium for the 2024-25 Policy Period

EMC Insurance Package \$413,363. 3.1% increase.

Ambulance Malpractice / Will have this premium breakdown by 3/1/24.

#### **MOTION**

I make a motion to approve the Property & Casualty Insurance Renewal for 2024-2025 with Carson Insurance Group.

### **CARSON INSURANCE GROUP**

# City of Mulvane

Policy Period 4/1/2024 - 4/1/2025

### Presented by Tom Burkhart

tom.burkhart@carsoninsurancegroup.com

CSR Melinda Epperson

melinda.epperson@carsoninsurancegroup.com

Carson Insurance Group

112 West Main

Mulvane, KS 67110

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carsoninsurancegroup.com

### CARSON INSURANCE GROUP

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#### Contacts

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Alisha Madi Customer Service Rep alisha.madi@carsoninsurancegroup.com

#### Carson Insurance Group Team

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Maxie Richardson Vice President - Personal Lines <u>maxie.richardson@carsoninsurancegroup.com</u>

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Isabel Hensley Personal Lines CSR <u>isabel.hensley@carsoninsurancegroup.com</u>

# DIVIDEND HISTORY

| Year        | Dividend    |
|-------------|-------------|
| 1983 – 1984 | \$1,896.00  |
| 1984 – 1985 | \$1,350.00  |
| 1985 – 1986 | \$2,832.00  |
| 1986 – 1987 | \$9,541.00  |
| 1987 – 1988 | \$15,907.00 |
| 1988 - 1989 | \$17,602.00 |
| 1989 – 1990 | \$19,415.87 |
| 1990 – 1991 | \$14,053.58 |
| 1991 – 1992 | \$8,893.04  |
| 1992 – 1993 | \$5,742.37  |
| 1993 – 1994 | \$6,357.74  |
| 1994 – 1995 | \$8,133.30  |
| 1995 – 1996 | \$9,975.41  |
| 1996 - 1997 | \$16,634.62 |
| 1997 – 1998 | \$15,929.29 |
| 1998 – 1999 | \$2,601.22  |
| 1999 – 2000 | \$0.00      |
| 2000 – 2001 | \$0.00      |
| 2001 – 2002 | \$1,008.84  |
| 2002 – 2003 | \$0.00      |
| 2003 - 2004 | \$5,464.83  |
| 2004 – 2005 | \$0.00      |
| 2005 – 2006 | \$6,488.52  |
| 2006 – 2007 | \$23,550.43 |
| 2007 – 2008 | \$38,458.62 |
| 2008 – 2009 | \$23,151.85 |
| 2009 – 2010 | \$14,001.42 |
| 2010 - 2011 | \$9,984.00  |
| 2011 – 2012 | \$12,478.86 |
| 2012 – 2013 | \$14,895.45 |
| 2013 – 2014 | \$24,164.84 |
| 2014 - 2015 | \$40,209.43 |
| 2015 - 2016 | \$41,637.02 |
| 2016 – 2017 | \$47,588.37 |
| 2017 – 2018 | \$47,278.70 |
| 2018 – 2019 | \$52,247.72 |
| 2019 – 2020 | \$52,776.94 |
| 2020 – 2021 | \$52,334.84 |
| 2021 – 2022 | \$52,232.54 |
| 2022 - 2023 | \$61,459.58 |
| 2023 – 2024 | TBD         |

TOTAL \$778,276.24

Blanket Limit: 74,215,228

| Loc | Bldg | Address                       | Description                           | Amount      | Val | Co-Ins | Cause of<br>Loss | Deductible |
|-----|------|-------------------------------|---------------------------------------|-------------|-----|--------|------------------|------------|
| 1   | 1    | 211 N. 2nd Ave, Mulvane, KS   | City Building, Decorative Light Poles |             |     |        |                  |            |
|     |      |                               | Building                              | \$4,086,916 | R   | 90     | Special          | \$25,000   |
|     |      |                               | Personal Property                     | \$362,589   | R   | 90     | Special          | \$25,000   |
|     |      |                               | Lights                                | \$620,617   | R   | 90     | Special          | \$25,000   |
| 2   | 1    | 410 W Bridge St, Mulvane, KS  | Inventory Control Building            |             |     |        |                  |            |
|     |      | 1,500                         | Building                              | \$166,525   | R   | 90     | Special          | \$25,000   |
|     |      |                               | Personal Property                     | \$1,431,642 | R   | 90     | Special          | \$25,000   |
|     | 2    | 440 M Pridge Ct Muligary MC   |                                       | VI, 101,012 |     |        | орони            | \$20,000   |
| 2   | 2    | 410 W Bridge St, Mulvane, KS  | Electrical Substation                 |             |     |        |                  |            |
|     |      |                               | Building                              | \$1,925,784 | R   | 90     | Special          | \$25,000   |
| 2   | 3    | 410 W Bridge St, Mulvane, KS  | Public Works Building                 |             |     |        |                  |            |
|     |      |                               | Building                              | \$2,078,070 | R   | 90     | Special          | \$25,000   |
|     |      |                               | Personal Property                     | \$41,756    | R   | 90     | Special          | \$25,000   |
| 2   | 4    | 410 W Bridge St, Mulvane, KS  | Maintenance Garage                    |             |     |        |                  |            |
|     |      |                               | Building                              | \$206,967   | R   | 90     | Special          | \$25,000   |
|     |      |                               | Personal Property                     | \$95,442    | R   | 90     | Special          | \$25,000   |
| 2   | 5    | 410 W Bridge St, Mulvane, KS  | Storage Building                      |             |     |        |                  |            |
|     |      |                               | Building                              | \$51,751    | R   | 90     | Special          | \$25,000   |
|     |      |                               | Personal Property                     | \$6,466     | R   | 90     | Special          | \$25,000   |
| 2   | 6    | 410 W Bridge St, Mulvane, KS  | Pump House #3                         |             |     |        |                  |            |
|     |      |                               | Building                              | \$139,251   | R   | 90     | Special          | \$25,000   |
| 2   | 7    | 410 W Bridge St, Mulvane, KS  | Sand & Salt Storage                   |             |     |        |                  |            |
|     |      |                               | Building                              | \$299,106   | R   | 90     | Special          | \$25,000   |
| 3   | 1    | 955 E 111th St S, Mulvane, KS | Sports Complex Concession             |             |     |        |                  |            |
|     |      |                               | Building & Lights Building            | \$292,730   | R   | 90     | Special          | \$25,000   |
|     |      |                               | Personal Property                     | \$22,271    | R   | 90     | Special          | \$25,000   |
| 3   | 2    | 955 E 111th St S, Mulvane, KS | Softball Scoreboards                  | 7. 7. 10    |     |        | 27.8             |            |
|     | 2    | TO L THE OLD, MUNAIE, NO      |                                       | 2000        |     |        | 4                | 2227       |
|     |      |                               | Property In The Open                  | \$15,165    | R   | 90     | Special          | \$25,000   |

| Loc | Bldg | Address                          | Description   | Amount       | Val | Co-Ins | Cause of<br>Loss | Deductible |
|-----|------|----------------------------------|---|--------------|-----|--------|------------------|------------|
| 3   | 3    | 955 E 111th St S, Mulvane, KS    | Football Scoreboards  |              |     |        |                  |            |
|     |      |                                  | Property In The Open  | \$7,573      | R   | 90     | Special          | \$25,000   |
| 3   | 4    | 955 E 111th St S, Mulvane, KS    | Light Poles, Fixtures, Shades & Ballasts  |              |     |        |                  |            |
|     |      |                                  | Property In The Open  | \$233,928    | R   | 90     | Special          | \$25,000   |
| 3   | 5    | 955 E 111th St S, Mulvane, KS    | Bleachers, Fences, Tables, and Playground Equipment                             |              |     |        |                  |            |
|     |      |                                  | Property In The Open  | \$59,652     | R   | 90     | Special          | \$25,000   |
| 3   | 6    | 955 E 111th St S, Mulvane, KS    | 3 Press Boxes   |              |     |        |                  |            |
|     |      |                                  | Property In The Open  | \$10,624     | R   | 90     | Special          | \$25,000   |
| 3   | 7    | 955 E 111th St S, Mulvane, KS    | Baseball Scoreboard   |              |     |        |                  |            |
|     |      |                                  | Property In The Open  | \$11,930     | R   | 90     | Special          | \$25,000   |
| 1   | 1    | 507 N 1st St, Mulvane, KS        | Mow Shop  |              |     |        |                  |            |
|     |      |                                  | Building  | \$261,220    | R   | 90     | Special          | \$25,000   |
|     |      |                                  | Personal Property   | \$60,258     | R   | 90     | Special          | \$25,000   |
| 5   | 1    | 200 Block of E Main, Mulvane, KS | Main Street Park, Band Stand Shell, Be<br>Light Pole, Playground Equipment & Si |              |     |        |                  |            |
|     |      |                                  | Building  | \$213,958    | R   | 90     | Special          | \$25,000   |
|     |      |                                  | Property in the Open  | \$89,478     | R   | 90     | Special          | \$25,000   |
| 6   | 1    | 9903 E lith St S, Mulvane, KS    | Controls and Generator at Water Rese  | voir         |     |        |                  |            |
|     |      |                                  | Building-Controls & Generator   | \$920,351    | R   | 90     | Special          | \$25,000   |
| 6   | 2    | 9903 E Ilith St S, Mulvane, KS   | Animal Shelter & Storage  |              |     |        |                  |            |
|     |      |                                  | Building  | \$10,080     | R   | 90     | Special          | \$25,000   |
| 7   | 1    | 8120 E llith St S, Mulvane, KS   | Electrical Substation NO S09S-2E  |              |     |        |                  |            |
|     |      |                                  | Building  | \$3,538,693  | R   | 90     | Special          | \$25,000   |
|     |      |                                  | Property In The Open (Water Tower)  | \$983,808    | R   | 90     | Special          | \$25,000   |
| 8   | 1    | 1417 N Pope Dr, Mulvane, KS      | Waste Water Treatment Plant - All<br>Bidgs etc.<br>Generator 150KW              |              |     |        |                  |            |
|     |      |                                  | Building  | \$21,455,298 | R   | 90     | Special          | \$25,000   |
|     |      |                                  | Personal Property   | \$31,899     | R   | 90     | Special          | \$25,000   |
|     |      |                                  | Property In the Open  | \$178,956    | R   | 90     | Special          | \$25,000   |
| 9   | 1    | K15 & Rock Road, Mulvane, KS     | Traffic lights, Poles, Heads, Cabinets & Electronics                            |              |     |        |                  |            |
|     |      |                                  | Outdoor Property  | \$204,.688   | R   | 90     | Special          | \$25,000   |

|   | Address                                  | Description  | Amount  | Val   | Co-Ins  | Cause of<br>Loss              | Deductible |
|---|--|--|---|---|---|-------------------------------|------------|
| 1 | 101 E Main St, Mulvane, KS               | Community Room 1   |   |   |   |                               |            |
|   |  | Building   | \$865,825   | R   | 90  | Special                       | \$25,000   |
|   |  | Personal Property  | \$12.742  | R   | 90  | Special                       | \$25,000   |
|   |  | Control of the Contro |   |   |   |                               |            |
|   |  | Sign   | \$50,000  | K   | 90  | Special                       | \$25,000   |
| 1 | 600 Rivera Dr, Mulvane, KS               | English/Willowdell Park, Shelter, Tables, BBQ grills, Disc Golf Course, Volleyball Pits, Basketball Courts, Equipment, Fence, Horsehoe Pits  |   |   |   |                               |            |
|   |  | Outdoor Property   | \$16,419  | R   | 90  | Special                       | \$25,000   |
| 1 | 1925 N Rock Rd, Derby, KS                | KV Breaker w/Equipment   |   |   |   |                               |            |
|   |  | Outdoor Property   | \$357,183   | R   | 90  | Special                       | \$25,000   |
| 1 | E 119th St S at N Oliver Rd, Mulvane, KS | Pump House #5  |   |   |   |                               |            |
|   |  | Building w/Equipment   | \$134 326   | R   | 90  | Special                       | \$25,000   |
|   |  |  | \$104,520   | 18  | 30  | Opecial                       | \$20,000   |
| 2 | E 119th St S at N Oliver Rd, Mulvane, KS | Pump House #4  |   |   |   |                               |            |
|   |  | Building w/Equipment   | \$134,326   | R   | 90  | Special                       | \$25,000   |
| 1 | K-15 Hwy at Lisa Lane, Mulvane, KS       | Traffic lights, Poles, Heads,<br>Cabinets & Electronics  |   |   |   |                               |            |
|   |  | Outdoor Property   | \$152,054   | R   | 90  | Special                       | \$25,000   |
| 1 | N 2nd Ave at Filmore St, Mulvane, KS     | Traffic lights, Poles, Heads,  |   |   |   |                               |            |
|   |  |  | \$99 420  | R   | 90  | Special                       | \$25,000   |
|   |  |  | 400,120   | ,,,   | -   | Оробіа                        | \$20,000   |
| 1 | 100 Block of West Main, Mulvane, KS      | The second secon |   |   |   |                               |            |
|   |  | Outdoor Property   | \$50,598  | R   | 90  | Special                       | \$25,000   |
| 1 | 104 Prather St, Mulvane, KS              | Community Room 2 - Office  |   |   |   |                               |            |
|   |  | Building   | \$53,143  | R   | 90  | Special                       | \$25,000   |
|   |  | Personal Property  | \$1,382   | R   | 90  | Special                       | \$25,000   |
| 1 | 910 E Main St. Mulvane. KS               | EMS Building   |   |   |   |                               |            |
|   |  |  | #2 040 122  |   | 00  | Cassial                       | \$25,000   |
|   |  | Building   | \$3,048,123   | K   | 90  | Special                       | \$25,000   |
|   |  | Personal Property  | \$209,118   | R   | 90  | Special                       | \$25,000   |
| 1 | E 103rd St S at Rock Rd, Mulvane, KS     | Traffic lights, Poles, Heads,<br>Cabinets & Electronics  |   |   |   |                               |            |
|   |  | Outdoor Property   | \$181,295   | R   | 90  | Special                       | \$25,000   |
| 1 | N 4th Ave at Franklin Ave, Mulvane, KS   | Styx Creek, Ralph Bell & Skateboard Parks, Playground Equip, Fence, Overhead Cover, Tables, BBQ Grills, Horseshoe Pits, Basketball, Tennis   |   |   |   |                               |            |
|   |  | Outdoor Property   | \$233,928   | R   | 90  | Special                       | \$25,000   |
|   |  |  |   |   |   |                               |            |
|   |  |  |   |   |   |                               |            |
|   | 1 1 1 1 1 1                              | 1 600 Rivera Dr, Mulvane, KS  1 1925 N Rock Rd, Derby, KS  1 E 119th St S at N Oliver Rd, Mulvane, KS  2 E 119th St S at N Oliver Rd, Mulvane, KS  1 K-15 Hwy at Lisa Lane, Mulvane, KS  1 N 2nd Ave at Filmore St, Mulvane, KS  1 100 Block of West Main, Mulvane, KS  1 104 Prather St, Mulvane, KS  1 910 E Main St, Mulvane, KS  | Building  Personal Property  Sign  1 600 Rivera Dr, Mulvane, KS English/Millowdell Park, Shelter, T. Volleyball Prils, Baskeball Courts, I Outdoor Property  1 1925 N Rock Rd, Derby, KS KV Breaker w/Equipment  Outdoor Property  1 E 119th St S at N Oliver Rd, Mulvane, KS Pump House #5  Building w/Equipment  2 E 119th St S at N Oliver Rd, Mulvane, KS Pump House #4  Building w/Equipment  1 K-15 Hwy at Lisa Lane, Mulvane, KS Traffic lights, Poles, Heads, Cabinets & Electronics Outdoor Property  1 N 2nd Ave at Filmore St, Mulvane, KS Traffic lights, Poles, Heads, Cabinets & Electronics Outdoor Property  1 N 2nd Ave at Filmore St, Mulvane, KS Street Clock and Speakers Outdoor Property  1 100 Block of West Main, Mulvane, KS Community Room 2 - Office Building Personal Property  1 910 E Main St, Mulvane, KS EMS Building Building Personal Property  1 E 103rd St S at Rock Rd, Mulvane, KS Traffic lights, Poles, Heads, Cabinets & Electronics Outdoor Property  1 Personal Property  1 N 4th Ave at Franklin Ave, Mulvane, KS Styx Creek, Ralph Bell & Skateboo Overhead Cover, Tables, BBQ Gr & Volleyball Courts, Pickle Ball Cover, Tables, BBQ Gr & Volleyball Courts, Pickle Ball Cover, Tables, BBQ Gr & Volleyball Courts, Pickle Ball Cover, Tables, BBQ Gr & Volleyball Courts, Pickle Ball Cover, Tables, BBQ Gr & Volleyball Courts, Pickle Ball Courts, Tables, BBQ Gr & Volleyball Courts, Pickle Ball Cover, Tables, BBQ Gr & Volleyball Courts, Pickle Ball Courts, Pickle Ball Cover, Tables, BBQ Gr & Volleyball Courts, Pickle Ball Cover, Tables, BBQ Gr & Volleyball Courts, Pickle Ball Courts, Pickle Ball Cover, Tables, BBQ Gr & Volleyball Courts, Pickle Ball Courts, Pickle Ball Cover, Tables, BBQ Gr & Volleyball Courts, Pickle Ball Courts, Pickle | Building \$865,825  Personal Property \$12,742  Sign \$50,000  1 600 Rivera Dr, Mulvane, KS English/Milowdell Park, Shelter, Tables, BBQ grills, Disc Volleyball Pts, Basketball Courts, Equipment, Fence, Horn Outdoor Property \$16,419  1 1925 N Rock Rd, Derby, KS KV Breaker w/Equipment  Outdoor Property \$357,183  1 E 119th St S at N Oliver Rd, Mulvane, KS Pump House #5  Building w/Equipment \$134,326  2 E 119th St S at N Oliver Rd, Mulvane, KS Pump House #4  Building w/Equipment \$134,326  1 K-15 Hwy at Lisa Lane, Mulvane, KS Traffic lights, Poles, Heads, Cabinets & Electronics Outdoor Property \$152,054  1 N 2nd Ave at Filmore St, Mulvane, KS Traffic lights, Poles, Heads, Cabinets & Electronics Outdoor Property \$99,420  1 100 Block of West Main, Mulvane, KS Street Clock and Speakers Outdoor Property \$99,420  1 104 Prather St, Mulvane, KS Community Room 2 - Office Building \$53,143  Personal Property \$1,382  1 Personal Property \$1,382  1 E 103rd St S at Rock Rd, Mulvane, KS EMS Building Building \$3,048,123  Personal Property \$1,382  1 E 103rd St S at Rock Rd, Mulvane, KS Traffic lights, Poles, Heads, Cabinets & Electronics Outdoor Property \$1,382  1 N 4th Ave at Franklin Ave, Mulvane, KS Traffic lights, Poles, Heads, Cabinets & Electronics Outdoor Property \$1,382 | Building \$865,825 R  Personal Property \$12,742 R  Sign \$50,000 R  1 600 Rivera Dr, Mulvane, KS English/Millowdell Park, Shelter, Tables, BBQ grills, Disc Golf C Volleyball Pits, Basketball Courts, Equipment, Fence, Horsehoe Outdoor Property \$16,419 R  1 1925 N Rock Rd, Derby, KS KV Breaker w/Equipment  Outdoor Property \$357,183 R  1 E 119th St S at N Oliver Rd, Mulvane, KS Pump House #5  Building w/Equipment \$134,326 R  2 E 119th St S at N Oliver Rd, Mulvane, KS Pump House #4  Building w/Equipment \$134,326 R  1 K-15 Hwy at Lisa Lane, Mulvane, KS Traffic lights, Poles, Heads, Cabinets & Electronics Outdoor Property \$152,054 R  1 N 2nd Ave at Filmore St, Mulvane, KS Traffic lights, Poles, Heads, Cabinets & Electronics Outdoor Property \$152,054 R  1 100 Block of West Main, Mulvane, KS Street Clock and Speakers  Outdoor Property \$99,420 R  1 104 Prather St, Mulvane, KS Community Room 2 - Office  Building \$53,143 R  Personal Property \$1,382 R  1 910 E Main St, Mulvane, KS EMS Building  Building \$3,048,123 R  Personal Property \$1,382 R  1 E 103rd St S at Rock Rd, Mulvane, KS Traffic lights, Poles, Heads, Cabinets & Electronics Outdoor Property \$1,382 R  1 E 103rd St S at Rock Rd, Mulvane, KS Traffic lights, Poles, Heads, Cabinets & Electronics Outdoor Property \$1,382 R  Personal Property \$1,382 R  1 Personal Property \$20,118 R  1 E 103rd St S at Rock Rd, Mulvane, KS Traffic lights, Poles, Heads, Cabinets & Electronics Outdoor Property \$20,118 R  1 Francial Rock Rd, Mulvane, KS Traffic lights, Poles, Heads, Cabinets & Electronics Outdoor Property \$20,118 R  1 Francial Rock Rd, Mulvane, KS Traffic lights, Poles, Heads, Cabinets & Electronics Outdoor Property \$20,118 R  1 Francial Rock Rd, Mulvane, KS Traffic lights, Poles, Heads, Cabinets & Electronics Outdoor Property \$20,118 R  1 Francial Rd, Mulvane, KS Traffic lights, Poles, Heads, Cabinets & Electronics Outdoor Property \$20,118 R  1 Francial Rd, Mulvane, KS Traffic lights, Poles, Heads, Cabinets & Electronics Outdoor Property \$20,118 R | Building   \$865,825   R   90 | 1          |

| Loc | Bldg | Address                                     | Description   | Amount      | Val | Co-Ins | Cause of<br>Loss | Deductible |
|-----|------|---|---|-------------|-----|--------|------------------|------------|
| 21  | 1    | 990 E 111th St S, Mulvane, KS               | Swimming Pool, Slide, Fence,<br>Lights, Sign, Tables, Benches,<br>Diving Board  |             |     |        |                  |            |
|     |      |   | Swimming Pool, Lights, Sign,<br>Tables, Benches, Diving Board                   | \$1,480,729 | R   | 90     | Special          | \$25,000   |
|     |      |   | Slide   | \$211,239   | R   | 90     | Special          | \$25,000   |
|     |      |   | Fence Coverage  | \$23,766    | R   | 90     | Special          | \$25,000   |
| 21  | 2    | 990 E 111th St S, Mulvane, KS               | Pool Filter Building  |             |     |        |                  | \$25,000   |
|     |      |   | Pool Filter Building  | \$251,224   | R   | 90     | Special          | \$25,000   |
| 21  | 3    | 990 E 111th St S, Mulvane, KS               | Pool Bathhouse & Office   |             |     |        |                  | \$25,000   |
|     |      |   | Pool, Bathhouse & Office  | \$296,296   | R   | 90     | Special          | \$25,000   |
|     |      |   | Business Personal Property  | \$21,444    | R   | 90     | Special          | \$25,000   |
| 22  | 1    | 632 E Mulvane St, Mulvane, KS               | Senior Center   |             |     |        |                  | \$25,000   |
|     |      |   | Personal Property   | \$14,414    | R   | 90     | Special          | \$25,000   |
| 23  | 1    | E Blair & Swan Dr, Mulvane, KS              | Faichild Park-Softball fields, soccer fields, bleachers, fence                  |             |     |        |                  | \$25,000   |
|     |      |   | Outdoor Property  | \$6,285     | R   | 90     | Special          | \$25,000   |
| 24  | 1    | Mundell Dr at Bernice Marie St, Mulvane, KS | Rockwood Park-Playground<br>equipment, tables, t-ball fields,<br>benches, fence |             |     |        |                  | \$25,000   |
|     |      |   | Outdoor Property  | \$35,089    | R   | 90     | Special          | \$25,000   |
| 25  | 1    | W Collier St at Edgemoor Dr, Mulvane, KS    | Collier Park-Playground equipment & tables                                      |             |     |        |                  | \$25,000   |
|     |      |   | Outdoor Property  | \$6,285     | R   | 90     | Special          | \$25,000   |
| 26  | 1    | Carson Park-end of Circle Dr, Mulvane<br>KS | Carson Park-Twin Lakes Addition, playground equipment & tables                  |             |     |        |                  | \$25,000   |
|     |      |   | Outdoor Property  | \$6,285     | R   | 90     | Special          | \$25,000   |
| 27  | 1    | N First Ave at Sunset Dr, Mulvane, KS       | Northview Park - Playground equipment & tables                                  |             |     |        |                  | \$25,000   |
|     |      |   | Outdoor Property  | \$6,285     | R   | 90     | Special          | \$25,000   |
| 28  | 1    | Frontier Dr at Century St, Mulvane, KS      | Settlers Park-Playground equipment, basketball courts, tables, fence            |             |     |        |                  | \$25,000   |
|     |      |   | Outdoor Property  | \$6,285     | R   | 90     | Special          | \$25,000   |
| 29  | 1    | N Trail Dr at Ridge Point Dr, Mulvane, KS   | Nichols Park-Playground equipment & tables                                      |             |     |        |                  | \$25,000   |
|     |      |   | Outdoor Property  | \$6,285     | R   | 90     | Special          | \$25,000   |
| 30  | 1    | Country Walk Lane                           | Craig Park-Playground Equipment & tables  |             |     |        |                  | \$25,000   |
|     |      |   | Outdoor Property  | \$6,285     | R   | 90     | Special          | \$25,000   |
| 31  | 1    | 777 Kansas Star Drive, Mulvane, KS          | Force Main Monitoring System #2   |             |     |        |                  | \$25,000   |
|     |      |   | Building  | \$434,665   | R   | 90     | Special          | \$25,000   |

| Loc | Bldg | Address                            | Description                                     | Amount       | Val | Co-Ins | Cause of<br>Loss | Deductible |
|-----|------|------------------------------------|---|--------------|-----|--------|------------------|------------|
| 32  | 1    | 911 Kansas Star Drive, Mulvane, KS | Fire/EMS Station 2                              |              |     |        |                  |            |
|     |      |                                    | Building  | \$2,149,624  | R   | 90     | Special          | \$25,000   |
|     |      |                                    | Personal Property                               | \$140,356    | R   | 90     | Special          | \$25,000   |
| 33  | 1    | 100 N Oliver, Mulvane, KS          | Water Treatment Plant/Generator 750KW           |              |     |        |                  |            |
|     |      |                                    | Building  | \$11,725,732 | R   | 90     | Special          | \$25,000   |
|     |      |                                    | Property In The Open (Water Tower)              | \$2,446,059  | R   | 90     | Special          | \$25,000   |
|     |      |                                    | Property in the Open (Generator)                | \$238,607    | R   | 90     | Special          | \$25,000   |
| 34  | 1    | 1501 Rockwood Blvd, Mulvane, KS    | Sewer Lift Station Generator - 100KW            |              |     |        |                  |            |
|     |      |                                    | Property in the Open                            | \$59,652     | R   | 90     | Special          | \$25,000   |
| 35  | 1    | 1414 N Pope Dr, Mulvane, KS        | Sewer Plant Generators: 350KW & 600 KW          |              |     |        |                  |            |
|     |      |                                    | Property in the Open                            | \$119,304    | R   | 90     | Special          | \$25,000   |
|     |      |                                    | Property in the Open                            | \$178,956    | R   | 90     | Special          | \$25,000   |
| 36  | 1    | 408 N 2nd Ave, Mulvane, KS         | Library   |              |     |        |                  |            |
|     |      |                                    | Building  | \$5,540,889  | R   | 90     | Special          | \$25,000   |
|     |      |                                    | BPP   | \$393,817    | R   | 90     | Special          | \$25,000   |
| 37  | 1    | 220 W Main, Mulvane, KS            | Cobb Park -Statues                              |              |     |        |                  |            |
|     |      |                                    | Outdoor Property                                | \$11,930     | R   | 90     | Special          | \$25,000   |
| 38  | 1    | 410 E Main, Mulvane, KS            | Police Dept                                     |              |     |        |                  |            |
|     |      |                                    | Building  | \$1,750,059  | R   | 90     | Special          | \$25,000   |
|     |      |                                    | ВРР   | \$470,128    | R   | 90     | Special          | \$25,000   |
| 39  | 1    | Rock Rd and E Lockridge St         | Pedestrian Crosswalk-Poles & Lights Solar Power | \$11,930     | R   | 90     | Special          | \$25,000   |
| 40  | 1    | 105 W Main St                      | Splash Park                                     |              |     |        |                  |            |
| 40  | 1    |                                    | Building  | \$300,000    | R   | 90     | Special          | \$25,000   |
| 40  | 1    |                                    | Property in the Open                            | \$200,000    | R   | 90     | Special          | \$25,000   |

### INLAND MARINE SCHEDULE

Scheduled Equipment

\$1,553,658

\$1,000 Deductible Per Occurrence

80% Co Insurance

Catastrophe Limit -

\$1,553,658

The Most "We" Pay for Loss Any One Occurrence

| tem | Department    | Description  | ID/Serial Number  | Amount       |
|-----|---------------|--|-------------------|--------------|
| 16  | Electric      | 2006 Vermeer Brush Chipper 1000XL                                  | 1VRY1119861006991 | \$20,000.00  |
| 24  | Electric      | 2010 Altec Digger Derrick Easement Machine                         | 0401ET0157        | \$70,000.00  |
|     | Fire          | 2013 UTV Mule Diesel 4x4 4010                                      | 1K1AFDF190B507610 | \$10,000.00  |
| 66  | Fire          | 2016 Hustler Fastrak54   | 15072141          | \$5,554.00   |
| 701 | Misc Property | Miscellaneous Tools  |                   | \$25,000.00  |
| 703 | Misc Property | Portable Equip (EMS & Fire) Per File                               |                   | \$250,000.00 |
| 704 | Misc Property | Portable Radios (Police) Per File                                  |                   | \$9,750.00   |
| 705 | Misc Property | 5 Tasers & Taser Video Cameras (Police)                            |                   | \$6,000.00   |
| 18  | Power Plant   | 2007 Hypertherm Powermax 10,000 Plasma Cutter                      | 100041294         | \$1,000.00   |
| 19  | Power Plant   | 2007 Hobart Champion 10,000 Welder/Generator                       | LG430441H         | \$1,000.00   |
| 3   | Public Works  | 1992 Champion Motor Grader   | 22782             | \$60,000.00  |
| 10  | Public Works  | 1996 Ford Holland Tractor 1720                                     | UJ24195           | \$6,000.00   |
| 21  | Public Works  | 2008 Henderson Sand Spreader                                       | FSH1              | \$5,000.00   |
| 22  | Public Works  | 2008 Western 10' Snow Plow   | TBD               | \$4,000.00   |
| 25  | Public Works  | 2010 Bannerman Pre-Line Mower B-12-35                              | 1039              | \$200.00     |
| 27  | Public Works  | 2011 JCB Backhoe/Loader 3CX14                                      | JCB3C4TA02005958  | \$40,000.00  |
| 31  | Public Works  | 2002 Harper Turbo Goosen Vac                                       | TV60E             | \$2,000.00   |
| 32  | Public Works  | 2013 Volvo Wheel Loader L70G                                       | VCEOL70GCOS614058 | \$140,000.00 |
| 35  | Public Works  | 2016 John Deere Mower Z930M  | 1TC930MCVFT040305 | \$11,022.00  |
| 6   | Public Works  | 1999 Broce Power Broom BB250                                       | 981090            | \$4,000.00   |
| 43  | Public Works  | 2018 John Deere Compact Utility Trailer MdI 4044R SN# 108192       | 1L4044RTJJ101249  | \$30,959.00  |
| 44  | Public Works  | 2018 John Deere Backhoe Attachment MDL485A SN#109744               | 1LV0485AC0050558  | \$9,256.00   |
| 45  | Public Works  | 2023 John Deere 1550 Mower   | 1TC1550DVPS100297 | \$33,598.00  |
| 46  | Public Works  | 2023 John Deere Mower Side Deck                                    | 1TC1572XKPT090480 | \$Included   |
| 47  | Public Works  | 2018 John Deere 1550 Mower   | 1TC1550DHJS040469 | \$14,425.00  |
| 48  | Public Works  | 2018 John Deere 72" 7-Iron PRO Mower Deck                          | 1TC1572XPJT041172 | \$4,078.00   |
| 49  | Public Works  | 2023 John Deere 1550 Mower   | 1TC1550DVPS10299  | \$33,598.00  |
| 50  | Public Works  | John Deere Mower Side Deck   | 1TC1572XKPT090432 | \$Included   |
| 8   | Public Works  | 1996 Hypac Street Steelwheel Wheel Roller                          | B158C33995        | \$30,000.00  |
|     | Public Works  | 2021 Elgin Pelican NP Street Sweeper                               | NP42048           | \$232,000.00 |
| 41  | Public Works  | 2017 John Deere Comm Wide Area Mower 1600 Turbo Series II w/2 Post | 1TC1600THHF405081 | \$50,900.00  |
| 42  | Public Works  | folding Rops 2017 John Deere XUV8251 (MY17) 3 Wheel Power Rake     | 1M0825GSVHM130369 | \$9,959.00   |
|     | Public Works  | 2019 Western Snow Plow   |                   | \$5,000.00   |

### INLAND MARINE SCHEDULE

| Item | Department              | Description   | ID/Serial Number                    | Amount         |
|------|-------------------------|---|-------------------------------------|----------------|
|      | Public Works            | 2019 Walker MT30IC Mower w/Equipment  | 8206                                | \$16,302.00    |
|      | Public Works            | 2019 Bobcat S770M Skidsteer Loader w/Equipment  | AT5A13662                           | \$82,599.00    |
|      | Public Works            | 2019 Crafco SS125D Super Shot 125 Melter/Applicator                                       | 1C9SY1010K141893                    | \$43,064.00    |
| 34   | Public Works/Water      | 2014 Doosan Air Compressor P185   | 465860UHYF24                        | \$32,000.00    |
| 13   | Sewer                   | Agrhim Water Hose Reel  | ST318072005                         | \$9,000.00     |
| 26   | Sewer                   | 2010 Workhorse Sewer Easement Machne  | 1493                                | \$26,000.00    |
|      | Sewer                   | 2019 John Deere Utility Tractor 5055E   | 1PY5055EHKK404351                   | \$37,944.00    |
|      | Sewer                   | 2019 John Deere 520M Loader   | 1P0520MXHKD052797                   | \$5,985.00     |
|      | Sewer                   | 2019 Frontier Pallet Forks  | 1XFAP12GCK0020151                   | \$889.00       |
|      | Sewer                   | 2021 Vector VecJet 750 Trailer  | 1V9BE222XM1090116                   | \$60,000       |
| 15   | Water                   | 2006 VacTron Trailer PMD550GTF  | 5HZBF16206LF61137                   | \$11,000.00    |
| 7    | Utility                 | 1992 Case Skid Loader 1845C   |                                     | \$4,000.00     |
| 12   | Utility                 | 2004 Vermeer Trencher RJ450   | 1VRX0272105100057                   | \$21,000.00    |
|      | Utiity                  | 2019 John Deere Backhoe Loader w/Attachments  | 1T0310HLJKF346963                   | \$140,935.00   |
|      | Wastewater              | 2023 JD Gator XUV835M   | 1M0835MALPM060916                   | \$23,800.00    |
| 38   | Wastewater              | 2016 Grasshopper Mower Model 335B/72  |                                     | \$10,465.00    |
| 39   | Wastewater              | 2016 Grasshopper Mower Model 735BT/3572   |                                     | \$10,347.00    |
|      | Wastewater              | Rausch EcoStar Mainine Camera w/Accessories on 2022 Carmate Trailer VIN#5A3C714D3NL003385 | 111388093                           | \$176,623.00   |
|      |                         |   | Total                               | \$1,494,612.00 |
|      | Additional<br>Coverages |   |                                     |                |
|      | 50,0,0,0                | EDP Hardware  |                                     | \$254,840.00   |
|      |                         | EDP Software  |                                     | \$33,620.00    |
|      |                         | Additional Debris Removal Expenses  |                                     | \$5,000.00     |
|      |                         | Valuable Papers & Records - Library Books   | \$500 Deductible                    | \$600,000.00   |
|      |                         | Equipment Rented or Leased (ACV)  | Max \$150,000<br>Deductible \$1,000 | \$150.000.00   |
|      |                         | Employee Tools (ACV)  | Deductible \$1,000                  | \$5,000.00     |
|      |                         | Property in Transit or Off Premise  |                                     | \$290,750.00   |
|      | Watercraft<br>Coverage  |   |                                     |                |
|      | 4620                    | Inmar Marine SR-380 Rib Rescue Boat   | IMG3SA67B617                        | \$7,435.00     |
|      | 4621                    | Suzuki 25 hp DF25A Outboard Motor   | 02504F-610131                       |                |
|      |                         | Shop Built Single Axel Boat Trailer   |                                     |                |

# COMMERCIAL OUTPUT

### Coverage Detail

| Location                                    | Coverage  |  | Deductible |
|---|---|--|------------|
| 1402 N Utility Park Circle<br>(Power Plant) | Building-Incl<br>Generators,<br>Switchgear<br>&Transformers | \$16,086,770                             | \$75,000   |
|   |   | Stated Value, No Co-Ins                  |            |
|   | Personal Property   | \$57,865<br>Replacement Cost, 90% Co-Ins | \$75,000   |

### Schedule of Coverages

| Coverage Extensions                              | Limit     | Coverage Extensions                                | Limit                      |
|--|-----------|--|----------------------------|
| Consequential Loss                               | See Form  | Interruption by Civil Authority                    | 30 days                    |
| Debris Removal, Additional Expense               | \$50,000  | Period of Loss Extension                           | 90 days                    |
| Emergency Removal                                | 365 days  | Supplemental Coverages                             | Limit                      |
| Emergency Removal Expense                        | \$5,000   | Computer Virus/Hacking                             | \$25,000 (limit one occ.)  |
| Fraud and Deceit                                 | \$5,000   |  | \$75,000 (limit per 12 mo) |
| Damage from Theft                                | See Form  |  | 12 Hr-Waiting Period       |
| Off Premises Utility Service Interruption        | \$50,000  | Dependent Locations                                | N/A                        |
| Supplemental Coverages                           | Limit     | Off Prem. Utility Service                          |                            |
| Brands or Labels Expense                         | \$50,000  | Interruption                                       | \$10,000                   |
| Expediting Expenses                              | \$50,000  |  | 12 Hr-Waiting Period       |
| Fire Department Service Charge                   | \$25,000  | Contract Penalty                                   | \$25,000 (limit one occ)   |
| Inventory and Appraisal Expense                  | \$50,000  |  | \$100,000 (limit per 12 mo |
| Ordinance or Law (undamaged Parts of a Building) | See Form  | Pollutants Cleanup/Removal                         | \$25,000                   |
| Ordinance or Law (Inc Cost ot Repair/Demolish)   | \$100,000 | Property in Transit, Exhibition                    | \$10,000                   |
| Personal Effects                                 | \$15,000  | Scheduled Locations                                | Limit                      |
| Polluntant Cleanup and Removal                   | \$50,000  | Newly Built or Acquired Locations                  | \$250,000                  |
| Recharge of Fire Extinguishing Equipment         | \$50,000  | Rewards  | \$10,000                   |
| Sewer Backup and Water below the Surface         | \$25,000  | Trees, Shrubs, and Plants                          | \$50,000                   |
| Underground Pipes, Pilings, Bridges and Roadways | \$250,000 | Supplemental Marine Coverages                      |                            |
| Accounts Receivable                              | \$50,000  | Electrical or Magnetic Disturbance of<br>Computers | See Form                   |
| Power Supply Disturbance of Computers            | See Form  | Virus/Hacking Coverage (limit one occ)             | \$25,000                   |
| Fine Arts  | \$100,000 | Limit in 12 mo Period                              | \$100,000                  |
| Off Premises Computers                           | \$25,000  | Property on Exhibition                             | \$50,000                   |
| Property in Transit                              | \$50,000  | Sales Representative Samples                       | \$50,000                   |
| Software Storage                                 | \$50,000  | Valuable Papers                                    | \$100,000                  |
| Add'l Property Subject to Limitations            | Limit     | Furs (Theft)                                       | \$10,000                   |
| Jewelry (Theft)                                  | \$10,000  | Stamps, Tickets, Letter of Credit                  | \$5,000                    |
| Scheduled Locations                              | Limit     | Newly Built or Acquired Buildings                  | \$500,000                  |
| Personal Property-Acquired Locations             | \$250,000 | Locations "you" Elect Not to Describe              | \$50,000                   |

### GENERAL LIABILITY

### Coverage Detail

| Limits      | Description  |
|-------------|--|
| \$2,000,000 | General Aggregate, Other than Products               |
| \$2,000,000 | General Aggregate, Products and Completed Operations |
| \$1,000,000 | Personal and Advertising Injury                      |
| \$1,000,000 | Each Occurrence                                      |
| \$500,000   | Damage to Rented Premises                            |
| \$10,000    | Medical Expense-Any One Person                       |
| \$2,500     | Property Damage Deductible-Per Claim                 |
| \$1,000,000 | Employee Benefits Liability                          |
| \$1,000     | Deductible per Claim                                 |
| 04/01/1999  | Retro Date   |

General Liability Elite Extension

### SCHEDULE OF HAZARDS

See Next Page

### Schedule of Hazards Symbol Guide

| A | Area - Per 1,000/Sq Ft | P | Payroll - Per \$1,000/Pay       | T | Other           |
|---|------------------------|---|---------------------------------|---|-----------------|
| C | Total Cost - Per       | S | Gross Sales - Per \$1,000/Sales | U | Unit - Per Unit |

### Additional Interests

| Description        | Name   |
|--------------------|--|
| Additional Insured | Southern Star Pipeline Gas Pipeline Inc            |
|                    | 4700 Highway 56                                    |
|                    | Owensboro, KY 42301                                |
| Additional Insured | The Burlington Northern & Santa Fe Railway Co      |
|                    | Staubauch Global Services Inc                      |
|                    | Hemet, CA 92546-8010                               |
| Additional Insured | The Burlington Northern & Santa Fe Railway Co      |
|                    | Attn: Permit Dept                                  |
|                    | 5650 N Riverside Dr Ste 101                        |
|                    | Ft Worth, TX 76137-2464                            |
| Additional Insured | Library Board, Mulvane Housing Authority,          |
|                    | Building & Trades, Tree Board, Planning Commission |

### SCHEDULE OF HAZARDS

| Loc | Class<br>Code | Classification Description  | Exposure    | Deductible |
|-----|---------------|---|-------------|------------|
| 1   | 11168         | Concessionaires   | 9,235 (S)   | 2,500      |
| 1   | 40032         | Ambulance Service, First Aid or Rescue<br>Squads                                  | 30 (T)      | 2,500      |
| 1   | 44277         | Halls   | 4,256 (A)   | 2,500      |
| 1   | 48924         | Swimming Pools  | 35,285 (S)  | 2,500      |
| 1   | 87524         | Town Liability  | 6,763 (T)   | 2,500      |
| 1   | 87658         | Waterslides   | 1 (T)       | 2,500      |
| 1   | 87702         | Sexual Abuse or Sexual Misconduct   | 6,286 (T)   | 2,500      |
| 1   | 87710         | Additional Insured-Assn or Organization<br>City Library Board                     | 1 (U)       | 2,500      |
| 1   | 87718         | Pesticide or Herbicide Applicator   | 1 (U)       | 2,500      |
| 1   | 87734         | Waiver of Transfer of Rights<br>Southern Star Pipeline Gas<br>Burlington Northern | 1 (T)       | 2,500      |
| 1   | 87748         | Amendment-Aggregate Limits (Per<br>Project)                                       | If Any      | 2,500      |
| 1   | 87825         | Employee Benefits Liability   | 75 (U)      | 1,000      |
| -   | 87852         | Municipal-Violent Event Response  | 6,763 (U)   | 2,500      |
| 1   | 89035         | Skateboard/In-Line Skating Areas  | 1 (U)       | 2,500      |
|     | 92445         | Electric Light or Power Companies   | 658,748 (P) | 2,500      |
|     | 99943         | Water Companies   | 181,727 (P) | 2,500      |
|     | 49452         | Vacant Land   | 43 (A)      | 2,500      |

### **Vacant Land Locations:**

314 N 2nd Ave Loc 2: 1486 N Estfan Rd Loc 3: 111 Prather St

Loc 4:

Lot 15, Block 3 AM & AS, Prather's Addition Loc 5:

NW Corner – Webb & 111th: Sec 29, Twp 29S Range 2E of the 6th PM Loc 6:

Lot 1, Sec 5, Twp 30S, Range 2 E of the 6th PM Loc 7:

107 N 2nd Ave Loc 8: 115 E Mulvane St Loc 9: Loc 10: 107 Poplar St Loc 11: 203 W Walnut St Loc 12: 109 W Main St Loc 13: 204 N 2nd Ave Loc 14: 616 W Bridge St Loc 15: 208 N 2nd Ave

# **General Liability**





EMC's General Liability Elite Extension CG7578 is available for use with most policies.

| General Liability Coverage  | CG7578   |
|---|--|
| Additional Insured: Primary and noncontributory   | Included; automatic if required by contract  |
| Blanket Additional Insured: Specified relationships   | Included if required by contract   |
| Damage to Premises Rented to You: Fire legal liability  | \$500,000; include fire, lightning, explosion, smoke or sprinkler leakage damage                       |
| Expected or Intended Injury: Reasonable force   | Included; bodily injury and physical damage  |
| Extended Property Damage Coverage for Borrowed Equipment and Customer Goods: Care, custody, control | \$5,000 per occurrence; \$10,000 policy;<br>\$250 deductible   |
| Fellow Employee Coverage  | Included   |
| Fire, Lightning, or Explosion Damage  | Expanded definition  |
| General Liability Conditions: Duties in event of accident   | Included; clarifies the requirement  |
| General Liability Conditions: Unintentional failure to disclose exposures                           | Included   |
| Health Care Service Professionals As Insureds: Incidental malpractice                               | Included   |
| Liberalization  | Automatic revisions  |
| Medical Payments Limit  | \$10,000   |
| Medical Payments Reporting Period   | 3 years extended reporting   |
| Mental Anguish  | Included in definition of "bodily injury"  |
| Newly Formed or Acquired Organizations: As Insureds   | Until the end of the policy period   |
| Non Owned Watercraft  | Less than 60 ft long   |
| Property Damage: Elevators  | Amendment of exclusions regarding elevators, reduces application of care, custody or control exclusion |
| Subsidiaries As Insureds  | When you own 50% of the voting stock on the effective date of the policy                               |
| Supplementary Payments: Bail bonds/loss earnings  | \$5,000 bail bond limit; \$500 loss of earning   |
| Waiver of Transfer of Rights of Recovery  | Included; if required by contract  |

Disclaimer: This is only a summary of coverage and is subject to policy conditions, limitations and exclusions that may vary from state to state. Please refer to the issued policy for specific details regarding coverages, conditions and exclusions. In the event of a conflict between the terms contained herein and the policy, the policy terms and conditions will prevail.

### LAW ENFORCEMENT LIABILITY

### Coverage Detail

| Limits      | Description                            |
|-------------|--|
| \$2,000,000 | General Aggregate, Other Than Products |
| \$1,000,000 | Each Occurrence                        |
| \$5,000     | Medical Expense Any One Person         |
| \$1,000     | Deductible-Per Occurrence              |
| 04/01/1988  | Retro Date                             |

| Loc | Class   | Symbol*        | Description | ń-       |                                 |   | Pren          | nium Basis |
|-----|---------|----------------|-------------|----------|---------------------------------|---|---------------|------------|
| 1   | 88500   | U              | Peace Offi  | cers - F | ull time                        |   |               | 16         |
| 1   | 88502   | U              | Police Dog  | s        |                                 |   |               | If Any     |
|     | A Area  | -Per 1000/Sq F | t           | p        | Payroll- Per \$1,000/Pay        | Т | Other         |            |
|     | C Total | Cost-Per\$1,00 | 0/Cost      | S        | Gross Sales - Per \$1,000/Sales | U | Unit-Per Unit |            |

- Covered Risks:
  - Bodily Injury
  - Property Damage
  - Personal and advertising injury
  - False arrest, detention or imprisonment
  - Malicious prosecution
  - Wrongful entry
  - Assault and battery
  - Discrimination (unless prohibited by law)
  - Erroneous service of process
  - Violation of property rights
  - Violation of civil rights
- Law Enforcement Exposures may include:
  - Canine units
  - Tactical units
  - Motorcycle patrols
  - Truant officers
  - Harbor patrols
  - Auxiliary officers
  - Volunteer officers

- Constables
- Detention/Holding cells
- Jails
- Shooting ranges
- Citizen ride-alongs
- Moonlighting
- Mutual aid agreements
- Who does it cover?
  - The insured named in the declarations
  - The insured's employees while acting within the scope of employment
  - Volunteers or auxiliary officers (withsome limitations) while performing law enforcement activities at the insured's request
  - Elected or appointed officers, or members of any board, commissioner or agency of the insured while acting within the scope of their duties
  - The political subdivision in which the insured is located

# CYBER SOLUTIONS (DATA BREACH/CYBER LIABILITY)

### Coverage Detail

| Limits      | Description   |
|-------------|---|
|             | Data Compromise Coverage  |
| \$1,000,000 | Response Expenses Limit (Annual Aggregate)                      |
| \$500,000   | Legal Review Sublimit   |
| \$500,000   | Forensic It Review Sublimi                                      |
| \$50,000    | Named Malware Sublimit  |
| \$10,000    | Public Relations Sublimit                                       |
| \$500,000   | Regulatory Fines & Penalties                                    |
| \$500,000   | PCI Fines & Penalties   |
| \$10,000    | Deductible  |
| \$1,000,000 | Data Compromise Defense and Liability Limit (Annual Aggregate)  |
| \$50,000    | Named Malware Sublimit  |
| \$10,000    | Deductible  |
|             | Identity Recovery Coverage                                      |
| \$25,000    | Identity Recovery Limit   |
| \$0         | Expense Reimbursement Deductible                                |
|             | Cyber Coverage  |
| \$1,000,000 | Computer Attack Limit (Annual Aggregate)                        |
| \$500,000   | Loss of Business Sublimit                                       |
| \$10,000    | Public Relations Sublimit                                       |
| \$25,000    | Cyber Extortion   |
| \$10,000    | Deductible  |
| \$1,000,000 | Network Security Defense and Liability Limit (Annual Aggregate) |
| \$10,000    | Deductible  |
| \$1,000,000 | Electronic Media Liability                                      |
| \$10,000    | Deductible  |
|             |   |

### **BUSINESS AUTO**

### Coverage Detail

| Limits/Deductibles           | Symbols* | Description                        |
|------------------------------|----------|------------------------------------|
| \$1,000,000 CSL              | 1        | Liability                          |
| \$1,000,000 BI Each Accident | 6        | Uninsured Motorist                 |
| \$1,000 Deductible           | 7        | Comprehensive/OTC                  |
|                              | 7        | Specified Cause of Loss            |
| \$1,000 Deductible           | 7        | Collision                          |
| Included                     |          | Non-Owned Auto Liability-Employees |
| Included                     |          | Hired/Borrowed Liability-Any Basis |

\*Symbol Definitions: 1-Any Auto, 6 - Owned Autos Requiring No-Fault Coverage, 7-Autos Specified on Schedule

Auto Elite Extension Endorsement

Vehicle Schedule - See Next Page

# **AUTO SCHEDULE**

| /eh# | Department | Description                              | VIN               | UM | Comp    | Coll    |
|------|------------|--|-------------------|----|---------|---------|
| 18   | Admin      | 2000 Chevy 1500 Pickup                   | 1GCEK14V8YZ273786 | 1  | \$1,000 | \$1,000 |
| 54   | Complex    | 2012 Chevy 2500 3/4Ton Pickup 4WD        | 1GC0KVCG2CZ189895 | 1  | \$1,000 | \$1,000 |
| 62   | Complex    | 2013 Diamond C Road Clipper 20' Tlr      | 18EEQL20X822127   |    |         |         |
| 9    | Electric   | 1996 Ford F800 Line Truck                | 1FDYF80C8TVA30246 | 1  | \$3,000 | \$3,000 |
| 11   | Electric   | 1996 Freightliner Linetruck/Arial        | 1FV6HFAAXTL693874 | 1  | \$3,000 | \$3,000 |
| 41   | Electric   | 2007 Brooks Brothers Pole Trailer        | 1B9BPS09247M27424 |    | \$1,000 | \$1,000 |
| 42   | Electric   | 2008 Sterling Dump Truck                 | 2FZACFDT88AAC6804 | 1  | \$1,000 | \$1,000 |
| 50   | Electric   | 2011 Chevy Colorado Extended Cab Pickup  | 1GCJTBFE6B8120920 | 1  | \$1,000 | \$1,000 |
| 60   | Electric   | 2013 International Bucket Truck 4300     | 3HAMMAAN3DL326451 | 1  | \$3,000 | \$3,000 |
| 70   | Electric   | 2015 Chevy Silverado                     | 1GC1KUEG3FF166739 | 1  | \$1,000 | \$1,000 |
|      | Electric   | 2020 Ford F550 4WD Bucket Truck          | 1FDUF5HTOLDA01704 | 1  | \$3,000 | \$3,000 |
|      | Electric   | 2020 Ford F250 4x4 SRW                   | 1FTBF2BN8LED69577 | 1  | \$1,000 | \$1,000 |
| 76   | Electric   | 2015 Chevy 1500 Pickup                   | 1GCNKPEC7FZ384388 | 1  | \$1,000 | \$1,000 |
|      | Electric   | 2021 Freightliner M2-106                 | 3ALHCYFEMDMM0787  | 1  | \$3,000 | \$3,000 |
|      | Electric   | 2022 Ford F250                           | 1FTBF2B65NEE22537 | 1  | \$1,000 | \$1,000 |
| 57   | EMS        | 2012 Chevy Ambulance                     | 1GB6G5CL1C1167110 | 1  | \$3,000 | \$3,000 |
| 58   | EMS        | 2013 Chevy Tahoe                         | 1GNSK2E01DR198894 | /  | \$1,000 | \$1,00  |
| 74   | EMS        | 2010 Chevrolet 4500 Ambulance            | 1GB9G5B67A1133954 | 1  | \$1,000 | \$1,00  |
| 84   | EMS        | 2018 Ford T350 Ambulance                 | 1FDBW2XG9JKA92944 | 1  | \$3,000 | \$3,00  |
| 90   | EMS        | 2020 Dodge Durango                       | 1C4SDJFT7LC214815 | 1  | \$1,000 | \$,100  |
|      | EMS        | 2020 Ford T-350 Ambulance                | 1FDBW2XG2LKA11219 | 1  | \$3,000 | \$3,00  |
| 2    | Fire       | 1927 INTL Fire Truck                     | 49C               | 1  | \$1,000 |         |
| 13   | Fire       | 1999 Ford F550 Fire Rescue Truck         | 1FDAF57F9XEA90185 | 1  | \$3,000 | \$3,00  |
| 32   | Fire       | 2006 Buck Dandy Trailer                  | 4DHCS20216S018590 |    |         |         |
| 35   | Fire       | 2006 Elite Freightliner Fire Truck       | 1FVACYDC96HW71292 | 1  | \$3,000 | \$3,00  |
| 23   | Fire       | 2003 Luverne Dakota Fire Truck           | 1FVABXAK93HK81569 | 1  | \$3,000 | \$3,00  |
| 29   | Fire       | 2005 Ford F350 Brush Fire Truck          | 1FDWX37Y35EB15037 | 1  | \$1,000 | \$1,00  |
| 37   | Fire       | 2000 Freightliner WaterTruck             | 1FUY3WEB9YPG46403 | 1  | \$1,000 | \$1,00  |
| 45   | Fire       | 2009 Chevy Tahoe                         | 1GNFK030X9R217345 | 1  | \$1,000 | \$1,00  |
| 63   | Fire       | 2014 International Fire Truck 7400 4X4   | 1HTWEAZR0EH774327 | 1  | \$3,000 | \$3,00  |
| 68   | Fire       | 2014 Diamond C 5 X 10 Trailer            | 46UFU101XE1156472 |    |         |         |
| 80   | Fire       | 2018 Int'l 7400 w/Equipment              | 3HAWJTAT1JL794072 | 1  | \$3,000 | \$3,00  |
| 88   | Fire       | 2018 Spartan Metro Star W/Addn Equipment | 4S7CU2D94JC085297 | 1  | \$3,000 | \$3,00  |
|      | Fire       | 2022 PJ Trailer                          | 3CV1U1629N2629291 | 1  | \$1,000 | \$1,00  |
|      | Fire       | 2000 International ST 4000               | 1HTSEAAN6YH285684 | 1  | \$2,000 | \$2,00  |
| 46   | Police     | 2009 Chevy Impala                        | 2G1WS57MX91293491 | 1  | \$1,000 | \$1,00  |
| 47   | Police     | 2010 Chevy Impala                        | 2G1WD5EM3A1191564 | 1  | \$1,000 | \$1,00  |
| 55   | Police     | 2012 Chevy Tahoe 2WD                     | 1GNLC2E00CR191550 | 1  | \$1,000 | \$1,00  |
| 61   | Police     | 2013 Chevy Tahoe                         | 1GNLC2E04DR307916 | 1  | \$1,000 | \$1,00  |
| 72   | Police     | 2015 Chevy Tahoe                         | 1GNSK2EC7FR649923 | 1  | \$1,000 | \$1,00  |
| 75   | Police     | 2016 Chevy Tahoe                         | 1GNLCDEC5GR117116 | 1  | \$1,000 | \$1,00  |
| 83   | Police     | 2017 Chevy Tahoe                         | 1GNSKDEC8HR364940 | 1  | \$1,000 | \$1,00  |

# AUTO SCHEDULE

|    | Department   | Description                             | VIN               | UM | Comp    | Coll    |
|----|--------------|---|-------------------|----|---------|---------|
| 91 | Police       | 2020 Chevy Tahoe                        | 1GNSKDEC9LR154310 | 1  | \$1,000 | \$1,000 |
| 92 | Police       | 2020 Chevy Tahoe                        | 1GNSKDEC5LR154269 | 1  | \$1,000 | \$1,000 |
|    | Police       | 2020 Dodge Durango                      | 1C4SDJFT7LC442538 | 1  | \$1,000 | \$1,000 |
|    | Police       | 2021 Chevy Tahoe                        | 1GNSKLEDOMR447078 | 1  | \$1000  | \$1,000 |
|    | Police       | 2023 Chevy Tahoe                        | 1GNSKLED4PR263623 | 1  | \$1,000 | \$1,000 |
|    | Police       | 2022 Ford Explorer                      | 1FM5K8AB4NGC24395 | 1  | \$1,000 | \$1,000 |
| 38 | Power        | 2007 Chevy Silverado Pickup             | 1GCEK14J27Z606947 | 1  | \$1,000 | \$1,000 |
| 56 | Public Works | 2011 Road Clipper Trailer               | 2PSAL14X83        | 1  |         |         |
| 19 | Public Works | 2000 Utility 10X8 Flatbed Trailer       | 4DHUS1016YS009098 |    |         |         |
| 20 | Public Works | 2000 Sterling Dump Truck                | 2FZXMJCBXYAB25678 | 1  | \$1,000 | \$1,000 |
| 26 | Public Works | 2002 Utility Flatbed Trailer            | 4DHUS10172S012924 |    |         |         |
| 28 | Public Works | 2004 Freighliner Truck w/Wacker Packer  | 1FVACXAK24HM24019 | 1  | \$1,000 | \$1,000 |
| 30 | Public Works | 2004 Belshe Trailer                     | 16JF0162X41040164 |    |         |         |
| 36 | Public Works | 2008 Ford F250 4X4 Pickup               | 1FTSX21Y38EA36106 | 1  | \$1,000 | \$1,00  |
| 49 | Public Works | 2008 Buck Dandy Flatbed Trailer         | 4DHUS14228S022885 |    |         |         |
| 51 | Public Works | 2011 Chevy Colorado Extended Cab Pickup | 1GCJTBFE8B8121079 | 1  | \$1,000 | \$1,00  |
| 52 | Public Works | 2011 Chevy 1/2T Pickup 4WD              | 1GCRKPE31BZ343251 | 1  | \$1,000 | \$1,00  |
| 73 | Public Works | 2003 International 7600 Slurry Truck    | 1HSWXAXT03J078120 | 1  | \$3,000 | \$3,00  |
|    | Public Works | 2020 Ford F150 4x4 SS                   | 1FTMF1E59LKE47574 | 1  | \$1,000 | \$1,00  |
| 77 | Public Works | 2015 Chevy 1500 Pickup                  | 1GCNKPEC0FZ384460 | 1  | \$1,000 | \$1,00  |
| 10 | Public Works | 1996 Hypac Street Steelwheel Roller     | B158C33995        | 1  |         |         |
| 17 | Public Works | 1999 Broce Model BB250 Power Broom 2011 | 981090            | 1  |         |         |
| 81 | Public Works | 2017 Chevrolet Silverado                | 1GCNKNEC3HZ390731 | 1  | \$1,000 | \$1,00  |
| 82 | Public Works | 2017 Chevrolet Silverado                | 1GCNKNEC8HZ390949 | 1  | \$1,000 | \$1,00  |
| 85 | Public Works | 2018 Ford 550 Dump Truck                | 1FDUF5HY0JED02265 | 1  | \$1,000 | \$1,00  |
| 86 | Public Works | 2019 Freightliner M2106 Dump Truck      | 1FVACXFC4KHKS1129 | 1  | \$3,000 | \$3,00  |
| 87 | Public Works | 2019 Freightliner M2106 Dump Truck      | 1FVACXFC3KHKN0914 | 1  | \$3,000 | \$3,00  |
|    | Public Works | 2020 Ford F550 w/Dump Bed               | 1FDUF5HN1LDA03303 | 1  | \$1,000 | \$1,00  |
|    | Public Works | 2023 Ford Ff350                         | 1FD8W3FN1PEC10251 | 1  | \$1,000 | \$1,00  |
| 34 | Sewer        | 2006 Road Clipper 10' Pacesetter Tlr    | 46UFU101761103505 |    |         |         |
| 69 | Sewer        | 2015 Chevy Silverado                    | 1GC1KUEG0FF168660 | 1  | \$1,000 | \$1,00  |
| 78 | Sewer        | 2014 Freightliner FMC                   | 1FVAG3CY1EHFS0453 | 1  | \$3,000 | \$3,00  |
|    | Sewer        | 2022 Ford F550 w/Mounted Crane          | 1FDUF5HN4NEC93002 | 1  | \$1,000 | \$1,00  |
| 4  | Utility      | 1999 JFW Tandem Axle Trailer            | 6232              |    |         |         |
|    | Wastewater   | 2022 Ford F250                          | 1FTBF2B67NEE22538 | 1  | \$1,000 | \$1,00  |
| 1  | Water        | 1999 Hercules 2 Wheel Trailer           | 558J1P            |    |         |         |
| 89 | Water        | 2020 Ford F350 4x4 w/Utility Cargo Bed  | 1FDRF3F6XLEC11499 | 1  | \$1,000 | \$1,00  |
| 43 | Water        | 2008 Sterling Dump Truck                | 2FZACFDTX8AAC6805 | 1  | \$1,000 | \$1,00  |
| 67 | Water        | 2014 Chevy Silverado                    | 1GCNKPEC0EZ340599 | 1  | \$1,000 | \$1,00  |

# **Commercial Auto**





EMC's Elite Commercial Auto Extension CA7450 is available for most policies.

| Commercial Auto Coverage   | CA7450  |  |
|--|---|--|
| Airbag Accidental Discharge  | Included; mechanical breakdown exclusion does not apply                   |  |
| Audio, Visual, Electronic Equipment Coverage   | \$5,000 limit   |  |
| Auto Loan/Lease Coverage: Unpaid amounts, penalties, fees  | Included; \$500 max for fees or penalties                                 |  |
| Autos Rented or Hired by Employees   | Included  |  |
| Blanket Additional Insureds  | Written agreement   |  |
| Business Auto Conditions Duties in event of accident Unintentional failure to disclose exposures | Included<br>Included  |  |
| Employees as Additional Insureds   | Included  |  |
| Extra Expense for Stolen Auto  | \$1,000 limit   |  |
| Fellow Employee  | Included  |  |
| Glass Repair or Replacement: Waiver of deductible  | No deductible   |  |
| Hired Auto Physical Damage<br>Lessors financial loss when liable for accident                    | Included; no limit<br>\$1,000 per accident                                |  |
| Liberalization   | Automatic revisions   |  |
| Lockout/Key Expense (including electronic)   | \$250 private passenger   |  |
| Loss of Two or More Covered Autos Same Accident  | One deductible  |  |
| Mental Anguish   | Included in definition of "bodily injury"                                 |  |
| Newly Formed or Acquired Organizations   | Up to 180 days after acquisition  |  |
| Personal Effects   | \$500 limit   |  |
| Personal Property of Others  | \$500 limit   |  |
| Rental Reimbursement: Not theft  | \$75 day; 30 days; \$2,250 max  |  |
| Replacement Cost on New Autos  | Included; if less than 180 days   |  |
| Subsidiaries as Insureds   | When you own 50% of the voting stock on the effective date of this policy |  |
| Supplementary Payments   | \$5,000 for bail bonds; \$500 loss of earnings                            |  |
| Temporary Substitute Autos: Physical damage coverage   | Included  |  |
| Towing   | \$100 private passenger type;<br>\$500 other than private passenger type  |  |
| Transportation Expense: For total theft  | \$75 per day; \$2,500 max   |  |

Disclaimer: This is only a summary of coverage and is subject to policy conditions, limitations and exclusions that may vary from state to state. Please refer to the issued policy for specific details regarding coverages, conditions and exclusions. In the event of a conflict between the terms contained herein and the policy, the policy terms and conditions will prevail.

## CRIME

### Coverage Detail

| Subject   | Blanket/Scheduled/Per Loss | Amount               | Deductible         |
|---|----------------------------|----------------------|--------------------|
| Employee Theft                                  | Blanket Per Loss           | \$25,000             | \$1,000            |
| Theft of Money & Securities Inside the Premises | Per Occurrence             | \$50,000             | \$1,000            |
| Outside the Premises                            | Per Occurrence             | \$50,000<br>\$50,000 | \$1,000<br>\$1,000 |

### WORKERS COMPENSATION

### Coverage Detail

| Limits      | Description                                  |
|-------------|--|
| \$1,000,000 | Employers Liability: Each Accident           |
| \$1,000,000 | Employers Liability: Disease - Policy Limit  |
| \$1,000,000 | Employers Liability: Disease - Each Employee |
| Included    | Workers Compensation: Statutory Benefit      |

| Class Code | Description  | Exposure    |
|------------|--|-------------|
| 5506       | Street or Road Construction- Paving & Drivers                              | \$ 419,691  |
| 7520       | Waterworks Operation & Drivers   | \$ 161,588  |
| 7539       | Electric Light or Power Co. NOC-All Employees and Drivers                  | \$ 582,940  |
| 7580       | Sewage Disposal Plant Operation and Drivers                                | \$ 257,169  |
| 7720       | Police Officers and Drivers  | \$ 831,215  |
| 8810       | Library - Clerical Office Employees NOC                                    | \$ 220,755  |
| 9102       | Park NOC – All Employees and Drivers                                       | \$ 206,522  |
| 9402       | Street Cleaning and Drivers  | If Any      |
| 9403       | Garbage, Ashes or Refuse Collection and Drivers                            | If Any      |
| 9410       | Municipal, Township, County or State Employee NOC                          | If Any      |
| 7705       | Ambulance Service, EMS Providers and Drivers                               | \$ 908,611  |
| 8380       | Automobile Service or Repair Center and Drivers                            | \$ 69,145   |
| 9015       | Swimming Pool – Public Operation   | \$ 89,393   |
| 8810       | Clerical Office Employees NOC  | \$1,219,102 |
| 8820       | Attorney - All Employees and Clerical, Messengers, Drivers                 | If Any      |
| 7711       | Volunteer Firefighters   | \$ 50,115   |
| 5606       | Contractor – Executive Supervisor or Const. Superintendent                 | If Any      |
| 7710       | Firefighters and Drivers   | \$ 149,595  |
| 9102       | Park NOC-All Employees & Drivers (Volunteers)                              | \$ IF ANY   |
| 9063       | YMCA, YWCA, YMHA OR YWHA Institution-All Employees & Clerical (Volunteers) | \$ 1,524    |

Experience Mod Factor - 0.98

Deductible per Claimant - \$500

### PUBLIC OFFICIALS LIABILITY

### Coverage Detail

| Limits      | Description                            |  |
|-------------|--|--|
| \$1,000,000 | General Aggregate, Other than Products |  |
| \$2,000,000 | Each Occurrence                        |  |
| \$3,000     | Each Occurrence - Per Claim            |  |
| 04/01/1988  | Retro Date                             |  |

### Additional Interests

Additional Insured

Library Board, Mulvane Housing Authority, Public Building Commission

### AMBULANCE MALPRACTICE

### Coverage Detail

| Limits      | Description             |
|-------------|-------------------------|
| \$1,000,000 | General Aggregate Limit |
| \$1,000,000 | Each Occurrence         |
| \$5,000     | Deductible              |
| 04/01/1987  | Retro Date              |

### Schedule of Hazards

| Description  | Total |
|--|-------|
| Number of Annual Calls – Emergency & Non-Emergency | 1,413 |
| Number of Ambulances                               | 4     |

## PREMIUM SUMMARY

| Line of Business                                  | 2023-2024<br>Premium | 2024-2025<br>Premium |
|---|----------------------|----------------------|
| Property  | \$129,931            | \$141,752            |
| Commercial Output (Power Plant)                   | \$23,104             | \$27,026             |
| General Liability & Employee Benefits Liability   | \$29,379             | \$30,297             |
| Law Enforcement Liability                         | \$8,916              | \$11,718             |
| Data Breach/Cyber Liability                       | \$5,509              | \$5,509              |
| Business Auto                                     | \$78,956             | \$67,334             |
| Inland Marine                                     | \$15,409             | \$15,409             |
| Crime   | \$267                | \$251                |
| Workers Compensation                              | \$92,274             | \$98,926             |
| Public Officials & Employment Practices Liability | \$15,141             | \$15,141             |
| Subtotal  | \$400,886            | \$413,363            |
| Ambulance Malpractice                             | \$11,899             |                      |
| Total Premium                                     | \$412,785            |                      |

#### City Council Meeting March 4, 2024

To: Honorable Mayor Allen and City Council

From: Joel Pile- Planning & Zoning Administrator & Jacob Coy- Public Works Director

**Subject:** Consideration of Right of Entry ROE Agreement with Evergy

#### **Background:**

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



The project requires Evergy to build a new switching station to energize the city's new substation (proposed site layout below). Evergy is in the process of studying the site in advance of construction and is requesting a right of entry to effect the tests, surveys and studies related to construction of their infrastructure.

The Right of Entry Agreement will allow Evergy to access the site for:

• Soil Borings six (6) inches in diameter and approximately fifty (50) feet deep, with the approximate location of said soil boring as set out on Exhibit "A," attached hereto.

- Potholing to be approximately 10 feet North, South, East and West from either the
  existing pole or the location of a new pole and should not be any deeper than 20 feet.
  The entire potholing may not be on this property and may extend into the road right of
  way.
- Use of Manned and Unmanned Aerial Vehicle flights to overfly the easement area for the purpose of taking pre-construction pictures, video and LIDAR of the area to assist in electrical power line design.
- Environmental studies as needed.



**Recommendation:** Motion to approve the Right of Entry Agreement with Evergy Kansas South, Inc. and authorize the Mayor to sign.

#### **RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by and between **The City of Mulvane**, party of the first part, hereinafter referred to as "Grantor", and **EVERGY KANSAS SOUTH, INC., a Kansas corporation**, hereinafter referred to as "Grantee".

WHEREAS, Grantor owns certain real property described as follows and hereafter referred to as "Premises":

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

WHEREAS, Grantee seeks entry on the Premises to complete the tests, surveys and studies listed below to assist in an examination of the premises related to construction of a proposed power line.

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

- 1. RIGHT OF ENTRY. Grantee and Grantee's contractors shall have right of entry to effect the tests, surveys and studies listed below, all at Grantee's sole expense. Grantee agrees to indemnify and hold Grantor harmless from all losses, injuries, claims and damages suffered by Grantor as a result of third-party claims because of the acts or omissions of Grantee and its contractors in connection with its tests, surveys and studies, and if such tests, surveys or studies result in any disturbances or other damages to the Premises, Grantee agrees to restore the Premises as near as reasonable to its prior condition.
  - 2. Tests, surveys and studies to be performed on the Premises, including but not limited to:

Soil Borings six (6) inches in diameter and approximately fifty (50) feet deep, with the approximate location of said soil boring as set out on Exhibit "A," attached hereto.

Potholing to be approximately 10 feet North, South, East and West from either the existing pole or the location of a new pole and should not be any deeper than 20 feet. The entire potholing may not be on this property and may extend into the road right of way.

<u>Use of Manned and Unmanned Aerial Vehicle flights to overfly the easement area</u> for the purpose of taking pre-construction pictures, video and LIDAR of the area to assist in electrical power line design.

Environmental studies as needed.

- 3. This Agreement shall be construed according to the laws of the State of Kansas, without regard to choice of law provisions.
- 4. Except as otherwise provided for herein, any changes in the provisions of this Agreement made subsequent to its execution shall be made by formal, written, and mutually executed amendments.

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.

EXECUTED on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2024.

EVERGY KANSAS SOUTH, INC., A KANSAS CORPORATION

By: \_\_\_\_\_\_\_ "Grantee" \_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_

"Grantor"

#### City Council Meeting March 4th, 2024

TO: Mulvane City Council

FR: Gordon Fell, Director of Public Safety

RE: New Police Vehicle Purchase

ACTION: Accept the bid from Superior Emergency Response Vehicles

#### **Background:**

This is a vehicle replacement budgeted in the Capital Improvement Plan. We attempted to purchase a patrol car annually to maintain a reliable fleet. What we are finding is we need to do more to rotate the fleet more frequently.

Our vehicles are outfitted by SERV (Superior Emergency Response Vehicles Located in Andover). They handle all the installation which includes cage, electronics, light bars, spotlight, controllers etc. The radar, camera system, and radios are transferred from the old vehicle. They service a very large market of emergency vehicles in the area.

#### **Analysis:**

Current Fleet:

|                  |                              | Est                  |                        |
|------------------|------------------------------|----------------------|------------------------|
| Unit             | Position/ Vehicle            | Mileage              |                        |
| 163              | Chief/ 2020 Dodge Durango    | 30,000               |                        |
| <b>160</b>       | Captain/ 2013 Chevy Tahoe    | <mark>165,000</mark> |                        |
| <mark>161</mark> | Detective/ 2010 Chevy Impala | 108,000              |                        |
| <mark>162</mark> | Detective/ 2009 Chevy Impala | <mark>145,000</mark> |                        |
| 170              | Patrol/ 2012 Chevy Tahoe     | 127,000              | 02/2024 Decommissioned |
| 171              | Patrol/ 2017 Chevy Tahoe     | 80,000               |                        |
| 172              | Patrol/ 2020 Chevy Tahoe     | 45,000               |                        |
| 173              | Patrol/ 2020 Chevy Tahoe     | 60,000               |                        |
| 174              | Patrol/ 2021 Chevy Tahoe     | 40,000               |                        |
| <b>175</b>       | Patrol/ 2015 Chevy Tahoe     | 140,000              | SRO/ No Camera         |
| <b>176</b>       | Patrol/ 2016 Chevy Tahoe     | 110,000              | Hot Seat/LPR           |
| 177              | Patrol/ 2022 Ford PIU        | 15,000               |                        |
| 178              | This purchase                |                      |                        |
|                  |                              |                      |                        |

Historically we have purchased Chevrolet Tahoe as our Patrol Fleet Vehicles. The last Tahoe we purchased is the newer body given the size, functionality and the price we felt we needed to look at several other vehicles as we replace our fleet. In 2023, we added the first Ford PIU and we have been pleased with the operation.

Quote #4785 is for \$59,879.15 to purchase and upfit a 2023 Ford Police Interceptor Utility as a marked Police Unit.

#### **Financial Considerations:**

New Equipment

#### **Legal Considerations:**

None

#### Recommendation:

Motion: Accept the quote #4785 from SERV for \$59,879.15 to purchase and upfit a 2023 Ford Police Interceptor Utility as a marked police unit.

# Superior Emergency Response Vehicles 12548 SW Hwy 54 PO Box 965 Andover, KS 67002

### **Invoice**

| Date      | Invoice # |
|-----------|-----------|
| 2/12/2024 | 4785      |

| Bill To  |  |
|--|--|
| Mulvane Police Department<br>211 N. 2nd Ave.<br>Mulvane, KS. 67110 |  |

PLEASE SUBMIT PAYMENT TO: P.O. BOX 965 ANDOVER, KS. 67002

> Due Date 3/13/2024

OFFICE: 316-733-2223 EMAIL: info@servilc.com

| P.O. No. | Terms  | Project |
|----------|--------|---------|
|          | Net 30 |         |

| Quantity  | Description  |          | Rate        | Amount     |
|---|--|----------|-------------|------------|
|   | VIN#1FM5K8AC8PGC18093  |          |             |            |
| 1   | 1 2023 Ford Police Interceptor Utility AWD - BLACK                   |          | 48,209.00   | 48,209.00  |
| 1 Remove Equipment From Decommissioned Emergency Vehicle  |  |          | 300.00      | 300.00     |
| 1 Whelen Liberty II Duo Lightbar, 54"   |  |          | 1,950.00    | 1,950.00   |
| 1   | Whelen Siren Amp w/ Knob & Slide Control                             |          | 495.00      | 495.00     |
| 1   | Whelen SA315U 100w Siren Speaker w/Bracket                           |          | 196.50      | 196.50     |
| 2   | Whelen ION T-Series - Red  | - 1      | 88.125      | 176.2:     |
| 2   | Whelen ION T-Series - Blue   |          | 88.125      | 176.25     |
| 1   | Whelen ION Universal - Red   | - 1      | 95.00       | 95.0       |
| 1   | Whelen ION Universal - Blue  |          | 95.00       | 95.00      |
| 1   | Whelen Micron Stud Mount RED   |          | 95.00       | 95.00      |
| 1   | Whelen Micron Stud Mount BLUE  |          | 95.00       | 95.0       |
| 1   | 425-6505 Jotto Console for 2020+ Ford PIU                            |          | 485.00      | 485.0      |
| 1   | 425-6651 Jotto 12V 3 Plug Faceplate                                  | - 1      | 48.00       | 48.0       |
| Ī   | 425-3704 Jotto Dual ABS Cupholder                                    |          | 38.25       | 38.2       |
| 1   | 425-0029 Jotto Armrest Tall  |          | 89.00       | 89.0       |
| 1   | 425-5542/4143 Jotto Computer Mount - Side - A-MOD                    |          | 525.00      | 525.0      |
| 1   | ProGard 1/2 Cage Prisoner Transport System w/BIO Seat                | - 1      | 2,950.00    | 2,950.0    |
| 1   | ProGard Dual Weapon Gunlock System                                   | - 1      | 525.00      | 525.0      |
| 1 Stinger DS LED HL Flashlight  |  | - 1      | 158.00      | 158.0      |
| 1   | Emergency Vehicle Graphics - Installed                               | - 1      | 550.00      | 550.0      |
| 1   | Antenna Coax / Antenna Kit   |          | 75.00       | 75.0       |
| 1   | BS5032 Split Fuse Block  |          | 52.50       | 52.5       |
| 1   | Circuit Breaker  |          | 48.50       | 48.5       |
| 1   | 75-100AMP Accessory Relay  |          | 51.90       | 51.9       |
| 1   | Shop Supplies - Wiring, Connectors, Securement Items, Brackets, Etc. | 1        | 250.00      | 250.0      |
| 1   | Professional Installation / Upfitting                                |          | 2,150.00    | 2,150.0    |
|   | Install Customer Supplied: Radio, Radar, Camera System               |          |             |            |
| THANK YOU FOR YOUR BUSINESS! Total \$59,879.  |  | 9,879.15 |             |            |
| Equipment and parts installed carry a warranty as determined by the manufacturer. Installation and upfitting labor performed by SERV are warrantied for the service life of the vehicle within your organization. Modifications or equipment failures by others may void this warranty.  Used parts and equipment do not carry a warranty. Past due accounts are subject to finance fees. |  | Paymer   | nts/Credits | \$0.0      |
|   |  | Balan    | ce Due      | \$59,879.1 |

#### CITY COUNCIL MEETING March 4, 2024

TO: Mayor and City Council
SUBJECT: Water Service Area Agreement
FROM: Austin St. John, City Administrator

ACTION: Agreement with Rural Water District #3, Sedgwick County, Kansas

#### Background:

The City of Mulvane, Kansas (the "City") desires to expand and provide services to its growing population, including water service. Rural Water District #3, Sedgwick County, Kansas (RWD#3) currently serves some of the areas around the City and has an established territory surrounding much of Mulvane, even if it is not served. In order for the City to serve any areas currently in RWD#3 territory, it has been recently required to purchase the rights to serve the area from RWD#3.

The proposed Master Agreement (the "Master Agreement") from RWD#3 has a cost of \$1,500 per acre of annexed area and \$1.00 per inch per foot of a line that the district deems abandoned. The contract also has a cost of \$12,500 per benefit unit currently existing on the tract.

An example of what the costs look like is in the included Murdoch Water Service Agreement (the "Murdoch Agreement"). The Murdoch Agreement encompasses 41.89 acres area the City has annexed and includes a cost of \$1,500 per acres for 41.89 acres, which equals \$62,835 for the amount of acres of water service territory being acquired. There are no service lines being abandoned nor are there any service units, so those price per units don't apply in this agreement. This property has already been platted and labeled as the "Harvest Point Addition." Historically, the City has split the costs for the water rights half and half with property developers.

#### Legal Considerations:

The Master Agreement would set the ransom amounts for release of territory for the next five years. A special "Service Area" agreement would still be required for each development. The City should <u>not</u> adopt the Murdoch Agreement if it is still expecting the developers to pay fifty percent (50%) of the costs, unless and until the money is actually received from the developers, because once the Murdoch Agreement is signed, the \$62,835 must be paid within thirty (30) days.

#### **Financial Considerations:**

The Master Agreement would set the price for future water service territory the City wishes to acquire from RWD#3. The Master Agreement for the Murdoch Properties/Harvest Point Addition will cost the City and/or developers \$62,835.

#### Recommendations/Possible Action:

- I move to have the City accept the Water Service Agreement for Compensation for Territory Transferred to City Water Service from Rural Water District #3, Sedgwick County, Kansas.
- I move to have the City accept the Water Service Area Agreement for Compensation for the Murdoch Properties/Harvest Point Addition.

## CITY OF MULVANE AND RURAL WATER DISTRICT #3 WATER SERVICE AREA AGREEMENT FOR COMPENSATION FOR TERRITORY TRANSFERRED TO CITY WATER SERVICE

This Agreement is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024 by and between the City of Mulvane, Kansas, a duly organized Kansas municipal corporation (hereinafter referred to as the "City"), and Rural Water District #3, Sedgwick County (hereinafter referred to as the "District").

WHEREAS, the City is a municipal corporation which owns and operates a waterworks and water distribution system serving land within its corporate limits and territory annexed to its corporate limits; and

WHEREAS, the District is a Rural Water District organized and existing pursuant to K.S.A. 82a-612 et seq. The District as established by orders of the Board of County Commissioners provides water service to customers and property located within the territory of the District; and

WHEREAS, the parties are governed by the desire to meet customers' current and future needs for water service and development and desire to cooperate toward that end; and

WHEREAS, parties agree that consistent terms are needed for the purchase of the District's interests when the City has lawfully annexed certain land existing within the territory of the District hereafter referred to as the "Overlap Area", and provided the District notice of the City's plan to provide water to such area(s) pursuant to K.S.A. 12-541; and

WHEREAS, the parties agree to the following terms for transferring territory from the District's service territory to City water service in a predictable and consistent manner, which terms shall be in place for a 5 year period; and

WHEREAS, the parties desire to enter into an agreement that resolves water service to planned development projects within the City impacting the District's service area; to provide for the transfer of certain District service areas and to allow for City water service to said areas.

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

## 1. EXISTING DISTRICT WATER SERVICE TO OVERLAPPING AREAS – WHERE CITY IS TO BE WATER SUPPLIER

a. The parties agree that the City shall assume responsibility for providing water service to the requested portions of an Overlap Area. The transfer of such service from the District to the City shall be coordinated between the parties upon City's acceptance of an approved plat for said area. b. Payment for customer / and area of service / and/or infrastructure:

The parties agree that in satisfaction of transferring service of such areas, any obligations the City has to the District as a result of this area being within the District Service Area, City shall pay (or cause the developer to pay) the District the following:

Payment for future customers and development area:

The City (or its developer) shall pay the District the sum of One Thousand Five Hundred Dollars (\$1,500) per acre located within the annexed area as of the effective date of the transfer of service from the District to the City, but no later than thirty (30) days following the City's acceptance and recording of an approved plat. The parties agree that the cost per acre being paid by the City (or its developer) to the District for this area is fair and reasonable under the mutually agreed upon general estimation of the value of property, facilities, improvements, and going concern value of the facilities of the District annexed by the City. Upon payment of the fee, District agrees it will not provide service in the future to this area and will execute a written release of said territory to be filed with the Sedgwick County Register of Deeds, and will cooperate with the City for other approvals necessary to facilitate city service of water to the area. This service area transfer fee shall be paid in one lump sum.

- (2) In the event District has easements and/or water distribution lines on that tract, parties agree:
  - A. Unless parties specifically agree that the District abandons its right-of-way easement, the District's Right-of-Way Easements will remain of record.
  - B. If District decides a line is abandoned.
    - City shall pay District One Dollar (\$1.00) per diameter-inch per foot for the District's line. Payment made per section (1) above.
- (3) In the event District has Benefit Unit(s) on the tract, City shall pay District:
  - A. Twelve Thousand Five Hundred Dollars (\$12,500) per Benefit Unit and provide water to District customer within

the transferred tract on a to be agreed upon schedule. Payment made per section (1) above.

B. District shall also be compensated pursuant to (A) above, for any Benefit Unit forfeited within the area to be transferred within twelve (12) months prior to annexation.

This agreement shall remain in effect for five (5) years, from the date of final execution.

At the end of this term, the parties agree to meet and negotiate in good faith regarding compensation for future service area transfers.

During the term of this agreement, the District and City shall continue to cooperate to meet each parties' customer needs.

This agreement shall be binding upon the parties, any changes to the terms shall be made in writing and by mutual agreement of both parties. No amendment to this Agreement shall be valid unless said Amendment shall be in writing and signed by both parties.

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

| CITY OF MULVANE, KANSAS   | SEDGWICK COUNTY                       |
|---------------------------|---------------------------------------|
| By:<br>Brent Allen, Mayor | By:<br>Mark Hardison, Chairman        |
| ATTEST:                   | ATTEST:                               |
| By:                       | By:Ron MacKay, Secretary              |
| [seal]                    | Approved as to form:                  |
|                           | Ray L. Connell, Attorney for District |

#### WATER SERVICE AREA AGREEMENT FOR COMPENSATION FOR TERRITORY AND FACILITIES AND PERMANENT WATER SERVICES TERRITORIES ESTABLISHED

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by and between the City of Mulvane, Kansas, a duly organized Kansas municipal corporation (hereinafter referred to as the "City"), and Rural Water District #3, Sedgwick County (hereinafter referred to as the "District").

WHEREAS, the City owns and operates a waterworks and water distribution system serving land within its corporate limits; and

WHEREAS, the District is a Rural Water District organized and existing pursuant to K.S.A. 82a-612 et seq. The District as established by orders of the Board of County Commissioners provides water service to customers and property located within the territory of the District; and

WHEREAS, the City has annexed certain land (the "Property") within the territory of the District; and

WHEREAS, the parties are governed by the desire to meet customers' current and future needs and cooperate toward that end; and

WHEREAS, the parties desire to enter into an agreement that resolves water service to the Property, a planned residential development project within the City effecting the District's service area; to provide for the transfer of the Property from the District service area to allow for City water service to those areas; and to establish service areas that will govern water service within the territory of the District.

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

- I. EXISTING DISTRICT WATER SERVICE TO OVERLAPPING AREAS WHERE CITY IS TO BE WATER SUPPLIER
  - a. The parties agree that the City shall assume responsibility for providing water service to the Property, which area is further described on Exhibit A and attached hereto as the "Overlap Area". As to this Property only, transfer of such service from the District to the City shall be coordinated between the parties.
  - b. Payment for customer / and area of service / and/or infrastructure:

The parties agree that in satisfaction of any obligations the City has to the District as a result of this Property being within the District Service Area, the City and District agree City shall pay the District the following:

(1) Payment for further customers and Development area:

The City, or the Developer, shall pay District the sum of Sixty-Two Thousand and Eight Hundred Thirty-Five Dollars (\$62,835) for forty-one and eight-nine hundredths (41.89) acres of annexed area as of the effective date of transfer of service from the District to the City. The parties agree the formula for this service area compensation shall be One Thousand and Five Hundred Dollars (\$1,500) per acre. The City agrees to provide the total payment: Sixty-Two Thousand and Eight Hundred Thirty-Five Dollars (\$62,835) prior to any development work on the forty-one and eightnine hundredths (41.89) acres as a lump sum payment within thirty (30) days of the approval of both parties of this Agreement. Once the full amount is paid, in addition to any acquired lines and Benefit Units per the Universal Agreement, the City's obligation shall be satisfied.

(2) The legal description for the Property is for the purposes of this Agreement, more specifically described in Exhibit "A" attached.

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

| CITY OF MULVANE, KANSAS | RURAL WATER DISTRICT #3 SEDGWICK COUNTY |
|-------------------------|---|
| By:Brent Allen, Mayor   | By: Mark Hardison, Chairman             |
| ATTEST;                 | ATTEST:                                 |
| By:                     | By: Don MacKay, Secretary               |
| [seal]                  | Approved as to form:                    |
|                         | Ray L. Connell, Attorney for District   |

#### **EXHIBIT A**

#### LEGAL DESCRIPTION

#### Parcel 1:

A parcel of land lying in the Southwest Quarter of Section 28, Township 29 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, Beginning at a point 550 feet North and 50 feet East of the Southwest Corner of said Quarter; thence Northerly 931.49 feet, more or less, parallel to the West line of said Quarter; thence Easterly 935.28 feet, more or less, parallel to the South line of said Quarter; thence Southerly to a point 50 feet north of the South line of said Quarter, and along the West line of Mulvane Utility Park Addition; thence Westerly to a point 550 feet East of the West line of said Quarter and parallel to the South line of said Quarter; thence Northerly 500 feet and parallel to the West line of said Quarter; thence Westerly to a point 50 feet East of the West line of said Quarter and parallel to the South line of said Quarter to the Point of Beginning, EXCEPT that part lying within a tract described as commencing at the Southwest Corner of said Southwest Quarter; thence East along the South line of said Southwest Quarter 550 feet to the Point of Beginning; thence North parallel with the West line of said Southwest Quarter, 550 feet; thence East parallel with the South line of said Southwest Quarter, 434.51 feet more or less to a point on the West line of lot 1, Mulvane Utility Park Addition to Mulvane, Sedgwick County, Kansas; thence South along the West line of said Lot 1, 550 feet to a point on the South line of said Southwest Quarter; thence West along the South line of said Southwest Quarter 434.51 feet to the Point of Beginning, AND EXCEPT that part described as Commencing at the Southwest Corner of said Southwest Quarter; thence East along the South line of said Southwest Quarter 550 feet; thence North parallel with the West line of said Southwest Quarter, 550 feet; thence East parallel with the South line of said Southwest Quarter, 434.51 feet more or less to a point on the West line of lot 1. Mulvane Utility Park Addition to Mulvane, Sedgwick County, Kansas for a Point of Beginning; thence North, along the West line of said Mulvane Utility Park Addition, 35.00 feet; thence West, parallel with the South line of said Southwest Quarter, 335.00 feet; thence South, parallel with the West line of said Mulvane Utility Park Addition, 35 feet; thence East, parallel with the South line of said Southwest Quarter, 335.00 feet to the Point of Beginning.

#### Parcel 2:

A parcel of land lying in the Southwest Quarter of Section 28, Township 29 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as beginning at a point 1481.49 feet North and 50 feet East of the Southwest corner of said Southwest Quarter; thence Northerly to the North line of said Southwest Quarter and parallel to the West line of said Southwest Quarter; thence Easterly 739.28 feet along the North line of said Southwest Quarter; thence Southerly and parallel to the West line of said Southwest Quarter to a point 1481.49 feet North of the South line of said Southwest of said Southwest Quarter to the point of beginning.

#### CITY COUNCIL MEETING March 4, 2024

TO: Mayor and City Council

FROM: J.T. Klaus, Triplett Woolf Garretson, LLC ("City Attorney")

SUBJECT: Code Ordinance - Amending Title I, Chapter 105, Section 105.020 -

Meetings

AGENDA: Action

#### Background:

At its February 21, 2024 meeting, the City of Mulvane, Kansas (the "City") requested the City Attorney to prepare a code ordinance changing the time of the City Council meetings to 6:00 p.m. and, if the City Council wished, a workshop (beginning at the same time) date could also be included in the ordinance. It was the consensus of the City Council to include language in the code ordinance to allow for a monthly workshop on the 4<sup>th</sup> Monday of each month.

#### Legal Analysis:

The City Attorney has drafted the requisite amending code ordinance.

#### **Financial Considerations:**

The only cost to the City would the cost of publication of the Ordinance summary.

#### Recommendation/Action:

A motion to adopt and approve Ordinance No. \_\_\_\_\_ amending Title I, Chapter 105, Section 105.020 of the Code of the City of Mulvane, Kansas to set a meeting time of 6:00 p.m. for the regular meetings of the City Council and add a workshop meeting on the fourth Monday at each month at the same time.

| (Ordinance Summary published in The Mulvane News on              | , 2024              |
|--|---------------------|
| and the full text of the Ordinance made available at www.mulvane | <u>kansas.com</u> a |
| minimum of one (1) week from the date of publication.)           |                     |
|  |                     |

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MULVANE, KANSAS AMENDING TITLE I, CHAPTER 105, SECTION 105.020 REGARDING REGULAR MEETINGS OF THE CITY COUNCIL.

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

SECTION 1. Title I, Chapter 105, Section 105.020 of the Code of the City of Mulvane, Kansas is hereby amended to read as follows:

Section 105.020. Meetings. The regular meetings of the Governing Body of the City of Mulvane, Kansas shall ordinarily be held on the first and third Monday of each month, in the Council Chambers in the City Hall of Mulvane, Kansas, commencing at 6:00 p.m. When Monday falls on a legal holiday, the meeting shall be held the next Wednesday at the same hour. Special meetings may be called by the Mayor or Acting Mayor on written request of any three (3) members of the Council, said request specifying the object and purpose of such meeting. Said request shall be read at the meeting and entered at length on the journal.

In addition to the foregoing regular meetings there shall also be a regular monthly workshop meeting ordinarily held on the fourth Monday of each month, which workshop meeting shall be held at such place or places in the City as from time to time selected by the Mayor (announced at the preceding regular meeting) and shall commence at 6:00 p.m. The Council shall be permitted to conduct any business which comes before it during any one of the three monthly meetings established herein with the primary purpose of the workshop meeting being to provide the Council with a regular time during which to discuss policy considerations and to devote its attention to issues requiring in-depth analysis.

SECTION 2. All prior Ordinances of the City of Mulvane, Kansas in conflict with the foregoing are hereby repealed to the extent that such conflicts exist.

SECTION 3. <u>Effective Date</u>. This Ordinance shall take effect and be in full force from and after its adoption by the governing body of the City, approval by the Mayor, and either (a) publication once in the official newspaper of the City, or (b) publication of a summary hereof certified as legally accurate and sufficient by the City Attorney.

[Remainder of Page Intentionally Left Blank]

PASSED, ADOPTED AND APPROVED by the governing body of the City of Mulvane, Kansas this 4th day of March, 2024.

#### CITY OF MULVANE, KANSAS

| [seal]                      | Ву                 |  |
|-----------------------------|--------------------|--|
|                             | Brent Allen, Mayor |  |
| ATTEST:                     |                    |  |
| By                          |                    |  |
| Debra M. Parker, City Clerk |                    |  |

| (Ordinance Summary published in The Mulvane News on, 2024 and the full text of the Ordinance made available at www.mulvanekansas.com a minimum of one (1) week from the date of publication.)  |
|--|
| Ordinance No Summary   |
| On March 4, 2024, the City of Mulvane, Kansas adopted Ordinance No which amends Title I, Chapter 105, Section 105.020 of the Code of the City of Mulvane, Kansas setting a meeting time of 6:00 p.m. for the regular meetings of the City Council and adding a workshop meeting on the fourth Monday at each month at the same time. A complete copy of this ordinance maybe obtained or viewed free of charge at the Office of the City Clerk at City Hall, 211 N. Second, Mulvane, Kansas 67110 or at <a href="https://www.mulvanekansas.com">www.mulvanekansas.com</a> . This summary is certified legally accurate and sufficient by the Mulvane City Attorney pursuant to K.S.A. 12-3001 <i>et seq</i> . SUMMARY CERTIFIED: |
| City Attorney  |
| Date:  |

#### March 4, 2024 Mulvane Land Bank Trustee Meeting

TO: Chair & Land Bank Trustees

FR: Land Bank Staff

RE: Land Bank Related Business

**ACTION:** Conduct Land Bank Business

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

| Motion by                     | , second by                            | to recess the 3/4/24 City Council meeting                                |
|-------------------------------|--|--|
| and convene as t              | he Mulvane Land Ban                    | K.   |
| Motion by Trustee meeting     | , second by<br>minutes.                | to approve the 2/21/2024 Land Bank                                       |
| Motion by in the amount of    | , second by<br>\$71.50 for the publica | to approve the Mulvane News invoice tion of the Land Bank Annual Report. |
| Motion by<br>Triplett Woolf G | , second by<br>farretson Law Firm for  | to approve the payment of \$730.50 to payment of Land Bank matters.      |
|                               |  | to adjourn the meeting of the Mulvane Land as the Mulvane City Council.  |

## MULVANE LAND BANK 2/21/2024

#### **Board of Trustees Meeting Minutes**

Present: Brent Allen, Trish Gerber, Tim Huntley, Grant Leach, Todd Leeds, Kurtis Westfall.

The City Council is also the Mulvane Land Bank – Board of Trustees. The Land Bank Board of Trustees must approve all land acquisition-related invoices and bills. The Land Bank is required to have an annual budget.

MOTION by Huntley, second by Leach to recess the 2/21/2024 City Council meeting and convene as the Mulvane Land Bank.

MOTION approved unanimously.

MOTION by Huntley, second by Westfall to approve the 2/5/2024 Land Bank Trustee meeting minutes.

MOTION approved unanimously.

MOTION by Gerber, second by Leach to approve the Mulvane News invoice in the amount of \$71.50 for the publication of the Land Bank Annual Report.

MOTION approved unanimously.

MOTION by Huntley, second by Leach to approve the payment of \$106.00 to the Sumner County Register of Deeds to record the Notice of Agreement and Right of First Refusal for the property at 110 W. Main.

MOTION approved unanimously.

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

MOTION approved unanimously.

Minutes by: Debra M. Parker, Secretary



Tax ID 48-1003820 TWGFirm.com 2959 N. Rock Road, Suite 300 Wichita, Kansas 67226 Phone 316-630-8100 Fax 316-630-8101

February 20, 2024 Billing through 01/31/2024

City of Mulvane, Kansas 211 N. 2nd Mulvane, KS 67110 Client # 009908 Matter # 00130 Bill #168565

RE: Land Bank Matters

| Current Fees For This Matter          | \$730.50 |
|---------------------------------------|----------|
| Current Disbursements For This Matter | \$0.00   |
| Total Current Charges For This Matter | \$730.50 |
| Total Balance Now Due                 | \$730.50 |

#### PAYMENT DUE UPON RECEIPT

RECEIVED
FEB 26 2024

BY: MULVANE

## CITY COUNCIL MEETING MULVANE, KANSAS

March 4, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Engineer's Report on Infrastructure Projects

FROM: Christopher R. Young, PE, City Engineer

ACTION: Status Updates on City Infrastructure Projects

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

| Project Name/Description  | Project Status   |  |  |  |  |  |  |  |  |
|---------------------------|--|--|--|--|--|--|--|--|--|
| Phase 2 Main A Sanitary   | Completed to Date: The Contractor has initiated construction at Bridge St./K-53 and        |  |  |  |  |  |  |  |  |
| Sewer Improvements        | Boxelder. Barricades and detour route are in place.  |  |  |  |  |  |  |  |  |
| (Bond Issue funding)      | Remaining Work: Complete connection into the existing sewer at Boxelder and                |  |  |  |  |  |  |  |  |
|                           | progress sewer installations east to the BNSF railroad, construct boring under the         |  |  |  |  |  |  |  |  |
|                           | railroad and continue sewer to First St., Walnut St. and Poplar St.                        |  |  |  |  |  |  |  |  |
|                           | Contract Status: Phase 2 current contract amount with Apex Excavating, LLC is              |  |  |  |  |  |  |  |  |
|                           | \$1,161,060.00.  |  |  |  |  |  |  |  |  |
| GIS Mapping Updates       | Completed to Date: A "Request for Proposal" (RFP) for GIS mapping services was             |  |  |  |  |  |  |  |  |
| (Administration Operating | sent to (5) GIS firms. RFP documents were requested and sent to (3) GIS firms.             |  |  |  |  |  |  |  |  |
| Budget)                   | Remaining Work: City staff is reviewing questions from consultants and developing          |  |  |  |  |  |  |  |  |
|                           | responses. Consultants have requested an additional week to prepare their proposals.       |  |  |  |  |  |  |  |  |
|                           | City staff is considering extending the submission deadline from 3/7/24 to 3/14/24.        |  |  |  |  |  |  |  |  |
|                           | <u>Contract Status:</u> TBD based on proposals received/approved.                          |  |  |  |  |  |  |  |  |
| Phase 1 Harvest Point     | <u>Completed to Date:</u> Water Line plans are in final review. Work continues on the Mass |  |  |  |  |  |  |  |  |
| Addition Infrastructure   | Grading and Detention Ponds, Sanitary Sewer, Storm Sewer and Water Line plans.             |  |  |  |  |  |  |  |  |
| (Municipal Bonds)         | Remaining Work: Complete final KDHE permit application/submittals for sewer and            |  |  |  |  |  |  |  |  |
|                           | KDHE water plan submittals are being prepared. Submit final plans and KDHE permit          |  |  |  |  |  |  |  |  |
|                           | to Public Works for approval to initiate the bid phase. Bid Package No. 1 is scheduled     |  |  |  |  |  |  |  |  |
|                           | to bid in early March.   |  |  |  |  |  |  |  |  |
|                           | Contract Status: An engineering services agreement and estimated timeline for design       |  |  |  |  |  |  |  |  |
|                           | and construction oversight was presented and approved by the City Council on               |  |  |  |  |  |  |  |  |
|                           | 12/3/23.   |  |  |  |  |  |  |  |  |
| West Main Street Drainage | Completed to Date: In June of 2019, design plans were prepared to replace an existing      |  |  |  |  |  |  |  |  |
| Improvements              | storm sewer inlet located at the west end of Main Street (adjacent to the NW corner of     |  |  |  |  |  |  |  |  |
| (Special Sales Tax)       | the "Empire Taco" building). Opening dates for the restaurant, COVID and project           |  |  |  |  |  |  |  |  |
|                           | scheduling issues placed the bid phase on hold.  |  |  |  |  |  |  |  |  |
|                           | Remaining Work: Prepare bid documents, bid and construct the drainage                      |  |  |  |  |  |  |  |  |
|                           | improvements.  |  |  |  |  |  |  |  |  |
|                           | Contract Status: TBD based on bids received.   |  |  |  |  |  |  |  |  |

#### CITY COUNCIL MEETING March 4<sup>th</sup>, 2024

TO: Mayor and City Council
SUBJECT: Purchase of Caustic Soda.
FROM: Wastewater Supervisor

**ACTION:** Purchase of Caustic Soda from Brenntag

**Background:** In 2011 the city started a sewer expansion project to accommodate the addition of the Kansas Star Casino. This expansion included two chemical injection sites. One is located at the casino. The other is located near the wastewater plant. These chemical injection buildings each hold two 4500-gallon tanks, one contains ferric chloride and the other contains sodium hydroxide. These chemicals are injected directly into the force main at the casino site and at the wastewater plant. They are also injected into the process at the wastewater plant. The primary purpose of these chemicals is for odor control and managing PH, however better settling at the plant is also a benefit from the ferric chloride. We usually purchase both chemicals at the same time. However, we only need to replenish our stock of caustic soda at this time.

After obtaining approval from the City Administrator to place this purchase on the consent agenda, the caustic soda was ordered at a cost of \$12,850.00. from Brenntag Southwest, Inc. The load of caustic will be put at the plant site.

**Legal Considerations:** Per City Attorney.

**Financial Considerations:** Funds for this expenditure are available in the Wastewater Department budget.

**Recommendations/Action:** A motion to approve the purchase of 30,000lbs of caustic soda for \$12,850.00 from Brenntag Southwest, Inc. This price includes delivery, insurance surcharge and fuel cost. Load may vary slightly but is charged by the pounds delivered.

Submitted by Brian Bradshaw

#### City of Mulvane Utility Bills

| Due: | 3/05/24 |
|------|---------|
|------|---------|

|  |            |    |           | Elec<br>Produ |       | Electric<br>Distribut |       | Water      |       | ewer<br>Plant | Sewer<br>System |      | Admin    | Р  | olice  | Street     | P    | ark   | Sports<br>Complex | Fire      | Ambul    | 1 /   | Ambul 2  | Pool      |             |           |
|--|------------|----|-----------|---------------|-------|-----------------------|-------|------------|-------|---------------|-----------------|------|----------|----|--------|------------|------|-------|-------------------|-----------|----------|-------|----------|-----------|-------------|-----------|
| ES Building - 910 E. Main                        | 01-3665-02 | \$ | 831.94    |               |       |                       |       |            |       |               |                 |      |          |    |        |            |      |       |                   | \$ 415.97 | \$ 415.9 | 17    |          |           | \$ 831.94   |           |
| Splash Park- 105 W. Main                         | 04-0720-00 | \$ | 549.14    |               |       |                       |       |            |       |               |                 |      |          |    |        |            | \$ 5 | 49.14 |                   | Ψ 110.01  | Ψ 110.0  | •     |          |           | \$ 549.14   |           |
| Band Shell - 117 E. Main                         | 04-8770-01 | Š  | 17.46     |               |       |                       |       |            |       |               |                 |      |          |    |        |            |      | 17.46 |                   |           |          |       |          |           | \$ 17.46    |           |
| Main St. Park - 117 E. Main                      | 04-8780-01 | \$ | 1.25      |               |       |                       |       |            |       |               |                 |      |          |    |        |            | \$   | 1.25  |                   |           |          |       |          |           | \$ 1.25     |           |
| Pix Center - 101 E Main                          | 04-8800-02 | \$ | 156.96    |               |       |                       |       |            |       |               |                 |      |          |    |        |            | \$ 1 | 56.96 |                   |           |          |       |          |           | \$ 156.96   |           |
| Public Works Building - 410 W. Bridge            | 05-0001-02 | \$ | 3,299.09  | \$ 41         | 12.39 | \$ 412.               | 39 5  | 824.77     |       |               |                 |      |          |    |        | \$1,649.55 |      |       |                   |           |          |       |          |           | \$ 3,299.09 |           |
| Public Works Building #2 - 410 W Bridge          | 05-0002-00 | \$ | 1,207.38  |               |       |                       |       |            |       |               |                 |      |          |    |        | \$1,207.38 |      |       |                   |           |          |       |          |           | \$ 1,207.38 |           |
| Water Pump #3 - 211 N. Second                    | 05-0005-02 | \$ | 49.20     |               |       |                       |       | 49.20      |       |               |                 |      |          |    |        |            |      |       |                   |           |          |       |          |           | \$ 49.20    |           |
| Maintenance Shop - 124 Boxelder                  | 05-0015-02 | \$ | 1,089.85  | \$ 10         | 08.99 | \$ 108.               | 99 9  | 108.99     |       | 108.99        | \$ 108.9        | 99   |          |    |        | \$ 544.93  |      |       |                   |           |          |       |          |           | \$ 1,089.85 |           |
| Utility Shop - 120 Boxelder                      | 05-0025-02 | \$ | 1,950.16  | \$ 32         | 25.03 | \$ 325.               | 03 5  | 650.05     | \$    | 325.03        | \$ 325.0        | )3   |          |    |        |            |      |       |                   |           |          |       |          |           | \$ 1,950.16 |           |
| Lift Station - 0 Industrial Dr.                  | 05-0070-02 | \$ | 10.33     |               |       |                       |       |            |       |               | \$ 10.3         | 33   |          |    |        |            |      |       |                   |           |          |       |          |           | \$ 10.33    |           |
| Sewage Disposal Plant - 1441 N. Pope Dr.         | 05-0098-01 | \$ | 4,179.65  |               |       |                       |       |            | \$ 4, | ,179.65       |                 |      |          |    |        |            |      |       |                   |           |          |       |          |           | \$ 4,179.65 |           |
| 2011 Sewage Disposal Plant - 1441 N. Pope Dr.    | 05-0099-01 | \$ | 6,559.03  |               |       |                       |       |            | \$ 6, | ,559.03       |                 |      |          |    |        |            |      |       |                   |           |          |       |          |           | \$ 6,559.03 |           |
| Sewer Chemical Injection - 1441 N. Pope Dr.      | 05-0101-01 | \$ | 406.04    |               |       |                       |       |            |       |               | \$ 406.0        | )4   |          |    |        |            |      |       |                   |           |          |       |          |           | \$ 406.04   |           |
| Sewage Disposal Head Works - 1441 N. Pope Dr.    | 05-0102-01 | \$ | 2,334.16  |               |       |                       |       |            | \$ 2, | ,334.16       |                 |      |          |    |        |            |      |       |                   |           |          |       |          |           | \$ 2,334.16 |           |
| Sewer Vehicle Storage - 1441 N. Pope Dr.         | 05-0103-01 | \$ | 1,462.03  |               |       |                       |       |            | \$ 1, | ,462.03       |                 |      |          |    |        |            |      |       |                   |           |          |       |          |           | \$ 1,462.03 |           |
| Water Treatment Plant - 100 N. Oliver            | 05-0150-01 | \$ | 50.16     |               |       |                       | 5     | 50.16      |       |               |                 |      |          |    |        |            |      |       |                   |           |          |       |          |           | \$ 50.16    |           |
| Lift Station -1900 N Rock Road - B               | 05-0605-01 | \$ | 20.91     |               |       |                       |       |            |       |               | \$ 20.9         | 91   |          |    |        |            |      |       |                   |           |          |       |          |           | \$ 20.91    |           |
| Water Tower - 1420 N. Rock Road                  | 05-0770-01 | \$ | 10.10     |               |       |                       | 5     | 10.10      |       |               |                 |      |          |    |        |            |      |       |                   |           |          |       |          |           | \$ 10.10    |           |
| E.S. & Police - 1420 N. Rock Road                | 05-0772-01 | \$ | 13.67     |               |       |                       |       |            |       |               |                 |      |          | \$ | 6.84   |            |      |       |                   | \$ 3.42   | \$ 3.4   | -2    |          |           | \$ 13.67    |           |
| North Sub Station - 8100 E. 111th St. So.        | 05-0800-03 | \$ | 1.25      | \$            | 1.25  |                       |       |            |       |               |                 |      |          |    |        |            |      |       |                   |           |          |       |          |           | \$ 1.25     |           |
| Sports Complex Concession - 955 E. 111th St. So. | 05-0900-01 | \$ | 727.92    |               |       |                       |       |            |       |               |                 |      |          |    |        |            |      |       | \$727.92          |           |          |       |          |           | \$ 727.92   |           |
| Sports Complex - 955 E. 111th St. So.            | 05-0910-01 | \$ | 13.67     |               |       |                       |       |            |       |               |                 |      |          |    |        |            |      |       | \$ 13.67          |           |          |       |          |           | \$ 13.67    |           |
| Swimming Pool - 990 E. 111th St. So.             | 05-0915-01 | \$ | 359.95    |               |       |                       |       |            |       |               |                 |      |          |    |        |            |      |       |                   |           |          |       |          | \$ 359.95 | \$ 359.95   |           |
| Water Reservoir - 9903 E. 111th St. So.          | 05-0950-01 | \$ | 2,880.05  |               |       |                       |       | 2,880.05   |       |               |                 |      |          |    |        |            |      |       |                   |           |          |       |          |           | \$ 2,880.05 |           |
| Dog Shelter - 9903 E. 111th St. So.              | 05-0960-01 | \$ | 17.12     |               |       |                       |       |            |       |               |                 |      |          | \$ | 17.12  |            |      |       |                   |           |          |       |          |           | \$ 17.12    |           |
| City Building - 211 N. Second                    | 06-9955-01 | \$ | 1,142.12  |               |       |                       |       |            |       |               |                 | \$   | 1,142.12 |    |        |            |      |       |                   |           |          |       |          |           | \$ 1,142.12 |           |
| City Building - 211 1/2 N. Second                | 06-9960-01 | \$ | 58.63     |               |       |                       |       |            |       |               |                 | \$   | 58.63    |    |        |            |      |       |                   |           |          |       |          |           | \$ 58.63    |           |
| Parks Department - 507 N. First                  | 12-7500-02 | \$ | 29.23     |               |       |                       |       |            |       |               |                 |      |          |    |        |            |      | 29.23 |                   |           |          |       |          |           | \$ 29.23    |           |
| Parks Department - 507 N. First                  | 12-7550-02 | \$ | 91.17     |               |       |                       |       |            |       |               |                 |      |          |    |        |            |      | 91.17 |                   |           |          |       |          |           | \$ 91.17    |           |
| Parks Department - 507 N. First                  | 12-7600-01 | \$ | 90.25     |               |       |                       |       |            |       |               |                 |      |          |    |        |            | \$   | 90.25 |                   |           |          |       |          |           | \$ 90.25    |           |
| SW Lift - 0 Rockwood/Circle Dr.                  | 15-7950-01 | \$ | 164.51    |               |       |                       |       |            |       |               | \$ 164.5        |      |          |    |        |            |      |       |                   |           |          |       |          |           | \$ 164.51   |           |
| Lift Station - 0 Trail Dr.                       | 16-7975-01 | \$ | 30.91     |               |       |                       |       |            |       |               | \$ 30.9         | 91   |          |    |        |            |      |       |                   |           |          |       |          |           | \$ 30.91    |           |
| Ambulance #2 - 911 Kansas Star Dr.               | 25-4040-01 | \$ | 36.20     |               |       |                       |       |            |       |               |                 |      |          |    |        |            |      |       |                   |           |          | \$    | \$ 36.20 |           | \$ 36.20    |           |
| Police Department-420 E Main                     | 01-1680-04 | \$ | 36.20     |               |       |                       |       |            |       |               |                 |      |          | \$ | 36.20  |            |      |       |                   |           |          |       |          |           | \$ 36.20    |           |
| Police Department-410 E Main                     | 01-1690-07 | \$ | 762.65    |               |       |                       |       |            |       |               |                 |      |          | \$ | 762.65 |            |      |       |                   |           |          |       |          |           | \$ 762.65   |           |
|  |            |    |           |               |       |                       |       |            |       |               |                 |      |          |    |        |            |      |       |                   |           |          |       |          |           |             |           |
|  |            | \$ | 30,640.34 | \$ 84         | 17.65 | \$ 846.               | 40 \$ | \$4,573.32 | \$14, | ,968.88       | \$1,066.7       | 1 \$ | 1,200.75 | \$ | 822.81 | \$3,401.85 | \$ 9 | 35.46 | \$ 741.59         | \$ 419.39 | \$ 419.3 | .9 \$ | 36.20    | \$ 359.95 | \$30,640.34 | \$30,640. |

|            | \$        | 30,640.34 |
|------------|-----------|-----------|
| 513-12-511 | <u>\$</u> | 1,066.71  |
| 513-11-511 | \$        | 14,968.88 |
| 512-13-511 | \$        | 4,573.32  |
| 511-10-511 | \$        | 846.40    |
| 511-09-511 | \$        | 847.65    |
| 220-00-511 | \$        | 359.95    |
| 101-18-511 | \$        | 419.39    |
| 101-18-511 | \$        | 36.20     |
| 101-04-511 | \$        | 822.81    |
| 101-03-511 | \$        | 419.39    |
| 101-02-511 | \$        | 5,078.90  |
| 101-01-511 | \$        | 1,200.75  |
|            |           |           |