

MULVANE CITY COUNCIL
REGULAR MEETING AGENDA
Monday, December 18, 2023
7:30 p.m. – City Hall

Call Regular Meeting to Order	Pages
Roll Call	
Pledge of Allegiance	
Approval of Regular Meeting Minutes dated December 4, 2023	2-8
Correspondence	
Public Comments (State Name and Address – 5 minutes)	
Appointments, Awards and Citations:	
 OLD BUSINESS:	
1. Review Proposal to Name Park	9-15
 NEW BUSINESS:	
1. Copier Agreement – Gordon Fell	16-35
2. City Prosecutor Contract – Gordon Fell	36-39
3. 2024 Cost of Living Adjustment (COLA)- Austin St. John	40-41
 ENGINEER:	
1. Engineer's Update	42
2. Boundary Resolution	43-66
 CITY STAFF:	
City Clerk	
City Administrator	
1. KPP Solar Project Update	67
2. Homelessness Infrastructure Support Request	67-72
City Attorney	
1. Non-Elected Personnel	73
 CONSENT AGENDA:	74-97
1. Payroll Dated 12/8/23 - \$253,428.32	
2. Warrant Register for November – \$1,571,614.06	
3. Excelsior Blower Systems – Blower for WWTP - \$10,560.20	
4. Purchase of Sodium Hydroxide and Ferric Chloride from Brenntag - \$25,700.00	
5. Repairs to Rock Rd Bridge Abutment Joint – Dondlinger Construction - \$34,850.00	
6. Purchase of Electrical Supplies from Stanion Wholesale - \$29,620.08	
7. Purchase of Electrical Supplies from Wesco - \$47,441.63 & \$15,578.21	
 ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:	
1. Next City Council meeting – Wednesday January 3, 2024 – 7:30 p.m.	

ADJOURNMENT

MULVANE CITY COUNCIL REGULAR MEETING MINUTES

December 4, 2023

7:30 p.m.

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

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

OTHERS PRESENT: Austin St. John, Debra Parker, J.T. Klaus, Mike Robinson, Chris Young, Joel Pile, Rachael Blackwell, Charles Cadwell, Trish Gerber, Shon Gerber, Gordon Fell, Byron Hedstrom, Larry Richardson, Paul Foster, Jerry Quigley, Terry Lane, Lori Lane.

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

APPROVAL OF REGULAR MEETING MINUTES:

MOTION by Huntley, second by Allen to approve the Regular meeting minutes dated November 20, 2023.

MOTION approved unanimously.

CORRESPONDENCE: Councilmember Mottola was contacted about the naming of the new downtown park. This item will be discussed later in the meeting. Councilmember Huntley advised he had positive comments regarding the lights on the water tower. Councilmember Cardwell received comments regarding the Downtown Christmas over the weekend. Councilmember Allen advised he was contacted about the crosswalk at Second and Martha and people not following the signage and stopping for pedestrians.

PUBLIC COMMENTS: None

APPOINTMENT, AWARDS AND CITATIONS:

The City appoints two of the five members on the Mulvane Recreation Commission. One of the City appointments, Whitney Phipps, has resigned. Two applications were received to fill the unexpired term. It was Mayor Steadman's recommendation to appoint Caleb Hatfield.

MOTION by Mottola, second by Cardwell to appoint Caleb Hatfield to fill the unexpired term of Whitney Phipps on the Mulvane Recreation Commission.

MOTION approved unanimously.

OLD BUSINESS

1. PUBLIC HEARING TO AMEND THE 2023 BUDGET:

There was no one present to speak at the Public Hearing to amend the 2023 City Budget. The amended 2023 expenditures are in the 1% Sales Tax and Transient Guest Tax Funds.

MOTION by Mottola, second by Huntley to amend the 2023 Budget.
MOTION approved unanimously.

NEW BUSINESS

1. HARVEST POINT ADDITION:

The City has received five (5) petitions and a Developer's Agreement for water, sewer, street, storm sewer, and mass grading & detention pond improvements to serve a portion of the Harvest Point Addition in the City. The petitions request the Harvest Point Phase 1 Improvements be made by the City and the costs be "specially assessed" against the landowners in the Addition.

The Developer has presented a Developer's Agreement regarding the Developer's obligation to present the City with 35% Letters of Credit to support the City's undertaking the Harvest Point Phase 1 Improvements.

The benefited properties in the petitioned benefit district will be responsible for 100% of the costs associated with the Harvest Point Phase 1 Improvements. General Obligation Bonds will ultimately be issued to pay the costs and special assessments will be levied against the benefited properties following the completion and acceptance of the Harvest Point Phase 1 Improvements.

MOTION by Mottola, second by Allen to accept (5) five petitions for the Harvest Point Phase 1 Improvements necessary to serve a portion of Harvest Point.
MOTION approved unanimously.

MOTION by Allen, second by Westfall to accept the Developer's Agreement for Harvest Point with Murdock Properties, LLC and authorize the Mayor to sign.
MOTION approved unanimously.

MOTION by Cardwell, second by Mottola to adopt Resolution No. 2023-5, determining the advisability of making Harvest Point Phase 1 Improvements in Harvest Point.
MOTION approved unanimously.

RESOLUTION NO. 2023-5

A RESOLUTION DETERMINING THE ADVISABILITY OF MAKING CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MULVANE, KANSAS; SETTING FORTH THE GENERAL NATURE OF THE IMPROVEMENTS, THE ESTIMATED OR PROBABLE COST THEREOF, THE EXTENT OF THE BENEFIT DISTRICT TO BE ASSESSED FOR THE COST THEREOF, THE METHOD OF ASSESSMENT AND THE APPORTIONMENT OF THE COSTS BETWEEN THE BENEFIT DISTRICT AND THE CITY-AT-LARGE; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY; AND DIRECTING THE PUBLICATION AND RECORDING OF THIS RESOLUTION (HARVEST POINT WATER IMPROVEMENTS PHASE 1, HARVEST POINT SEWER IMPROVEMENTS PHASE 1, HARVEST POINT STREET IMPROVEMENTS

PHASE 1, HARVEST POINT STORM SEWER IMPROVEMENT PHASE 1
AND HARVEST POINT MASS GRADING & DETENTION POND
IMPROVEMENTS PHASE 1).

MOTION by Huntley, second by Allen to adopt Ordinance No. 1573, authorizing the construction of Harvest Point Phase 1 Improvements in Harvest Point.

MOTION approved unanimously.

ORDINANCE NO. 1573

AN ORDINANCE AUTHORIZING THE CONSTRUCTION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MULVANE, KANSAS, AS HERETOFORE DETERMINED ADVISABLE AND AUTHORIZED TO BE MADE BY RESOLUTION NO. 2023-5 OF THE CITY, UNDER THE AUTHORITY OF K.S.A. 12-6a01 *ET SEQ.*, AS AMENDED AND SUPPLEMENTED; PROVIDING FOR THE PAYMENT OF THE COSTS OF SAID IMPROVEMENTS; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PAYMENT OF THE COSTS OF SAID IMPROVEMENTS AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TEMPORARY IMPROVEMENT NOTES FROM TIME TO TIME AS FUNDS ARE NEEDED FOR THE ORDERLY CONSTRUCTION OF SAID IMPROVEMENTS.

2. CEREAL MALT BEVERAGE – AMENDING ORDINANCE:

At the 11/6/23 City Council meeting, Sheldon Howell, with the Mulvane Patriot's presented a proposal to the council and requested a CMB license from the City to serve alcohol during select baseball games at the Sports Complex.

At the 11/20/23 City Council meeting, the Council instructed the City Attorney to draft an amended ordinance to allow CMB's at the Sports Park when and if approved and licensed by the City Council. Currently the selling and consumption of alcohol and CMBs are not allowed on any City Property (with the exception of the Pix Center and any City-approved "Special Events"). In order to allow the Mulvane Patriots to sell and serve CMB's at the Mulvane Sports Complex, a new ordinance must be adopted.

MOTION by Mottola, second by Huntley to adopt and approve Ordinance No. 1574 amending Title VI, Chapter 600, Article 1, Section 600.180 of the Code of the City of Mulvane, Kansas to allow, under certain limited circumstances, for the selling and consumption of cereal malt beverages at designated spaces and at designated times within the Mulvane Sports Complex.

MOTION approved unanimously.

ORDINANCE NO. 1574

AN ORDINANCE AMENDING TITLE VI, CHAPTER 600, ARTICLE I, SECTION 600.180 OF THE CODE OF THE CITY OF MULVANE, KANSAS

3. WATER SERVICE AREA AGREEMENT:

City Administrator, Austin St. John, and City Attorney, J.T. Klaus, reviewed the Agreement with Rural Water District #3, Sedgwick County, Kansas with the council.

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 Master Agreement would set the 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 not adopt the Murdock Agreement until 50% of the costs is actually received from the developers, because once the Murdock Agreement is signed, the City portion must be paid within thirty (30) days.

The Master Agreement sets the price for the next five years, and the Murdock Agreement releases certain properties.

MOTION by Mottola, second by Allen to table item #3 until the next meeting.
MOTION approved unanimously.

4. NEW COPIER/PRINTER FOR POLICE DEPARTMENT-COURT:

Public Safety Director, Gordon Fell, requested to table this item until the next meeting.

MOTION by Mottola, second by Allen to table item #4 until the next meeting.
MOTION approved unanimously.

5. REVIEW PROPOSAL TO NAME PARK:

Charles Cadwell read a petition to the council requesting the new park at Prather and Main Streets to be named Hixson Park with Dudley Fountain in recognition of the contributions of Kent Hixson and Ricky Dudley to the City of Mulvane. The petition included 105 signatures of support.

Some council members were contacted regarding a possible name for the park which included Civil Defense Park, Pioneer Spirit Park or Women's Club Park in representation of the Federated Women's Club, PIX Park, and Wildcat Park. Mayor Steadman read a statement regarding the history of the Nessly family which owned and operated a 1908 Landmark Business at the park location which included a Ford/Chevy dealership and suggested the park be named Nessly Auto Park. Mottola was also contacted by two (2) people suggesting the park be named after the Nessly family. Councilmember Cardwell received a suggestion of Patriot Guard Park. The council would like an opportunity to review the suggestions received and any additional suggestions before making a decision.

There is currently no process for dedicating the fountain. It was suggested that a plaque could be placed on one of the stones around the seating area.

The council will discuss this item at the next meeting. No action taken.

ENGINEER

1. Engineer's Update:

Downtown Park – The final walk-through has been completed and the engineer is waiting on the final pay application.

Main “A” Sanitary Sewer Improvements – The final pay application with Apex has been received. Work is to begin on Phase 2 of the project.

Pearl St. Water Line, College Ave. to Park Ave. – The City is waiting for KDHE approval to proceed with construction.

GIS Mapping Updates – A “Request for Proposal” (RFP) for GIS mapping services has been completed.

2. Construction Agreement with Apex for Phase 2 Main “A” Sanitary Sewer:

Bids for Phase 2 – Main “A” Sanitary Sewer Improvements were opened at City Hall on October 19, 2023. The council reviewed bid tabulations on November 6th and approved a Notice of Award to Apex Excavation for the project. All contract documents have been received from Apex, including Performance, Payment and Statutory Bonds and a Certificate of Insurance. The next step will be to approve the Construction Agreement with Apex.

MOTION by Mottola, second by Cardwell to approve a Construction Agreement with Apex Excavating, LLC and authorized the Mayor to sign.

MOTION approved unanimously.

3. Engineer's Agreement for Harvest Point:

City Engineer, Chris Young, reviewed his agreement for Design Engineering and Construction Oversight Services for the Harvest Point Addition, Phase 1 Infrastructure. Design Engineering fees are estimated not to exceed \$125,225. Bid Phase Services are estimated not to exceed \$11,070, and Construction Oversight fees are estimated not to exceed \$71,010.

MOTION by Mottola, second by Cardwell to enter into an agreement with Young & Associates, P.A. for the Harvest Point Addition Phase 1 Infrastructure Engineering Services and authorize the Mayor to sign.

MOTION approved unanimously.

CITY STAFF

City Clerk: None

City Administrator:

1. Sumner County Agreement with Kansas Star Casino - Valuation: On November 14, 2023, the City received notice of a final settlement agreement between Kansas Star and the County in relation to all pending valuation cases of the Kansas Star. The agreement outlined how the County plans to address the change in valuation (including for the future), including when the County will withhold property taxes for the previous year's change in valuation for the

Kansas Star. City staff is currently working with Greg Vahrenberg of Raymond James, the City's Financial Advisor, and the City Attorney to come up with a plan for repayment that won't hinder current City operations. The total refund from the City to the Kansas Star is \$7,268,566.58. This amount will be paid over the years 2024-2027 and be withheld from the County property tax distributions.

2. Review/Adoption of Employee Handbook and Resolution:

There was much discussion regarding the suggested changes to the Employee Handbook. The handbook modifications were sent to the council for review and comment. Staff would like to have the changes effective January 1, 2024, to coincide with some of the benefit renewal changes previously approved. Items of discussion included Section A-5 (Amendment of Policies) to include the wording "but shall report the same to City Council" added to the end of the paragraph. Section C-6 (Promotion) to include the wording "with the most qualified candidates and to seek applications"; Section E-2 (Holidays) the addition of Martin Luther King Day, President's Day, and Juneteenth and the removal of the Employee's Birthday. The vacation schedule was also discussed. Councilmember Allen advised he would like to have more information regarding the cost involved for these changes.

MOTION by Mottola, second by Westfall to adopt the January 2024 Employee Handbook with the modifications to Sections A-5, C-6, and E-2.

MOTION approved 4-0 with Allen opposed.

MOTION by Cardwell, second by Westfall to approve Resolution No. 2023-6, adopting a manual entitled "City of Mulvane Employee Handbook January 2024 Edition".

MOTION approved 4-0 with Allen opposed.

RESOLUTION 2023-6

A RESOLUTION REPLACING THE CITY'S EMPLOYMENT HANDBOOK WITH A MANUAL ENTITLED, "CITY OF MULVANE, EMPLOYEE HANDBOOK, JANUARY 2024 EDITION."

3. Request Meeting with Representative Leah Howell:

City Administrator, Austin St. John, advised that Representative Leah Howell would like to meet with the current and new council members. He will email her contact information to the council and if anyone is interested, they may contact her and schedule a time.

City Attorney:

City Attorney, J.T. Klaus, advised that USDA compliance paperwork was just received and could be approved tonight by the Mulvane Housing Authority for the sale of Quad County Manor. The MHA would need to authorize the prepayment of the loan and authorize the Chairperson to apply to the Lender to request approval for the prepayment.

MOTION by Allen, second by Mottola to recess the regular City Council Meeting and convene as the Mulvane Housing Authority.

MOTION approved unanimously.

MOTION by Mottola, second by Huntley to approve Resolution No. 2023-MHA-1 to authorize the Mulvane Housing Authority to prepay a certain loan.
MOTION approved unanimously.

RESOLUTION NO. 2023-MHA-1

A RESOLUTION OF THE GOVERNING BODY OF THE MULVANE
PUBLIC HOUSING AUTHORITY TO PREPAY A CERTAIN LOAN.

MOTION by Mottola, second by Cardwell to adjourn the Mulvane Housing Authority meeting and reconvene as the Mulvane City Council.
MOTION approved unanimously.

CONSENT AGENDA ITEMS:

MOTION by Mottola, second by Allen to approve consent agenda items 1-4.

1. Payroll Dated 11/24/23 - \$239,073.78.
2. Pay Application #6 – Apex – Main “A” Phase 1 - \$16,357.50.
3. Pay Application #7 – Apex – Main “A” Phase 1 - \$95,486.86.
4. City Utility Bills - \$15,019.86.

MOTION approved unanimously.

ANNOUNCEMENTS, MEETING, AND NEXT AGENDA ITEMS:

Next City Council Meeting - Monday December 18, 2023, at 7:30 p.m.

ADJOURNMENT:

MOTION by Allen, second by Mottola to adjourn the regular meeting of the Mulvane City Council.

MOTION approved unanimously at 9:45 p.m.

Minutes by:
Debra M. Parker, City Clerk

Petition to the Mulvane City Council on December 4, 2023

We, whose signatures are attached to this page, recommend that the new city park at the corner of Prather and Main Streets be named Hixson Park with Dudley Fountain in recognition of the contributions of Kent Hixson and Ricky Dudley to the city of Mulvane.

Kent Hixson served nearly 30 years as Mulvane City Administrator from 1994-2023 as the city population grew from 4,000 to 6,300. During his tenure the Kansas Star Casino opened, a new library was built, the downtown corridor was revitalized from numerous empty buildings to a thriving downtown. He was also instrumental in the development of a bike path from Mulvane to Derby along with numerous other accomplishments. Hixson had the vision for a downtown park with a splash pad as a gathering place on Main Street that is sure to be a community jewel for many years to come.

Richard "Ricky" Dudley, affectionately known as "The Can Man" loved Mulvane and didn't know a stranger. Ricky volunteered selflessly in numerous ways including collecting scrap metal, collecting cans for the Boys Scouts, mowing yards, helping with Clean Mulvane, and quietly doing many good deeds without fanfare or seeking recognition in Mulvane. Selfless, kind, and a hard worker, Ricky was a unique Mulvane citizen.

PAGE 2 - We, the undersigned, recommend that the new city park at the corner of Prather and Main Streets be named Hixson Park with Dudley Fountain in recognition of the contributions of Kent Hixson and Ricky Dudley to the city of Mulvane.

Nancy Ladwell
Gloria McDaniel
Mary Musiny
La Donna Bangle
Ainetta Thompson
Dean Hedstrom

Steve En
Al S. Mc
Don Mahney
Clyde Wayman
SAT WAIKER

Patsy Allen
Bill Allen
Al Decaire

Jim Belingee

Betty Canady

Bernie Cummins

Tom Bunkert

Lois Mc

Laure Watten

Dick

Bruce Watson

Joseph H Kasper

Bruce Camacho

Ken

Kayla Kerr
Diane Mc

Don York
Terry Richardson
Gloria Richardson
Urbie Johnson
Lee Johnson

Maggi Stark

John
Karen Shewalter
Gary Shewalter

Sharon K Worsfall

Karissa Hurley

Kath A. Hord

Loy Ruff

Dallas Ormer

Grace McDaniel

Debbie Kendrick

Sal W. Gub

Lynn Elston

George Wells

John

Ashley Plummer

VAUGHN KREINER -

63 Jul



We, the undersigned, recommend that the new city park at the corner of Prather and Main Streets be named Hixson Park with Dudley Fountain in recognition of the contributions of Kent Hixson and Ricky Dudley to the city of Mulvane.

Charles M Cadwell
 Byron S Hedstrom
 Gary Richardson
 Paul Foster
 Jerry Quigley
 Ray Westfall
 Fred Allen
 D. J. Owsen
 Philal Jantz
 Beth Quigley
 Pat Usher
 Mike Fedelt
 Mike Robinson
 Waupel Brown
 Barton Richardson
 Joel Pile
 Pheny Johnson
 Bette Brown
 Roberta Payne
 Carl Smith
 Joseph H. Harts
 Amy Vandewater
 Ron Stewart
 Joe H. Stewart
 Candace Dudley

Lris Carson
 Victoria Foster
 [Signature]
 [Signature]
 R. Dany [Signature]
 Max Richardson
 Osbert Jensen
 Lori E. Kane
 Ruston Jones
 Colli Humbolt
 Paul C. Miller
 [Signature]
 [Signature]
 [Signature]
 Rick Zimmer
 Thelma D. Brunell
 Alexa [Signature]
 Tanner [Signature]
 Sue Humbolt
 Heana [Signature]
 Shonita [Signature]
 [Signature]
 [Signature]
 Donnie Lewis

Daniel Cikkur
Sunday Oeluce
TYke Curma
Tab Cicero
Tung Pine

Policy for Naming/Renaming City of Mulvane Facilities

The following policies and processes shall be followed to name or rename a City park, building, or other facility:

Section 1. Policies

- a) City parks, buildings, or other facilities may be named for the following:
 1. Geographic location
 2. Outstanding feature of the facility
 3. Adjoining subdivision
 4. Historical event, group, or individual
 5. Individual or group who contributed significantly to the acquisition or development of the facility
 6. Individual who provided exceptional service to the City/community
- b) A City park, building, or other facility shall only be considered for an honorary or philanthropic name, as described in Section 1(a)(5) and 1(a)(6) above, if the individual or group whose name is proposed has made a significant contribution to the facility or to the Mulvane community. A significant contribution may consist of donations of property, financing, or service. Stronger consideration will be given to proposals that include significant contributions over an extended period of time.
- c) Regardless of any contribution, proposals for honorary or philanthropic names shall take into consideration the credentials, character, and reputation of the individual or group whose name is proposed.
- d) A City park, building, or other facility with an honorary or philanthropic name, or a name restricted by deed, shall not be considered for renaming unless the character of the individual for whom the facility is named is found to bring discredit to the City.
- e) In no case shall more than one City park, building, or other facility carry the same honorary or philanthropic name.

Section 2. Process—Naming New Facilities

1. For new parks, buildings, or facilities, the City Council, may designate a name per the facility's geographic location, an outstanding feature, or an adjoining subdivision, unless otherwise merited by a significant contribution or required by a deed restriction. If no such name is given, the facility shall be known by a generic name referencing its purpose (e.g. City of Mulvane Swimming Pool).

Section 3. Process—Naming Existing Facilities

1. To name an existing facility known previously only by a generic name, a written proposal shall be submitted to the city administrator outlining the reasons for the suggested name.
2. The proposal shall be accompanied by a petition with the signatures of 100 residents of the City of Mulvane. Signers of the petition must be at least 18 years old. The petition shall include the residential addresses of the signers. Letters of support from individuals or business not able to sign the petition (non-residents) may also be included, but are not a substitute for the number of required signatures.
3. If the naming proposal is for an honorary or philanthropic name, the proposal shall be accompanied by supporting documentation including a biographical sketch and evidence of significant contribution(s).
4. The naming proposal shall include an explanation of how the proponents will pay (or otherwise provide) for changes to signage and other requested improvements.
5. If the naming proposal involves a park facility, the proposal shall be presented to the city administrator for consideration. The city administrator shall then make a recommendation to the City Council.
6. The City Council shall decide by majority vote whether to approve the proposed name.

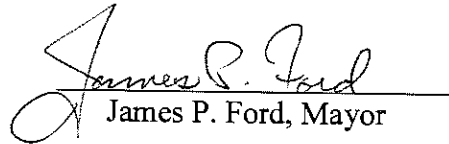
Section 4: Process—Renaming Existing Facilities

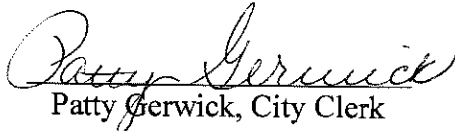
1. To rename an existing facility that already has a name, such as those described in Section 1(a), a written proposal shall be submitted to the city administrator outlining the reasons for the suggested name.
2. The proposal shall be accompanied by a petition with the signatures of 100 residents of the City of Mulvane. Signers of the petition must be at least 18 years old. The petition shall include the residential addresses of the signers. Letters of support from individuals or business not able to sign the petition (non-residents) may also be included, but are not a substitute for the number of required signatures.
3. If the renaming proposal is for an honorary or philanthropic name, the proposal shall be accompanied by supporting documentation including a biographical sketch and evidence of significant contribution(s).
4. The renaming proposal shall include an explanation of how the proponents will pay (or otherwise provide) for changes to signage and other requested improvements.
5. The city administrator shall then present the proposal to the City Council and make a recommendation.

6. The City Council shall conduct a public hearing to solicit input regarding a renaming proposal. However, the Council may waive the public hearing requirement in cases of significant contributions.
7. The City Council shall decide by majority vote whether to approve the renaming proposal.

Approved by the Mulvane City Council on the 21st day of July, 2008.




James P. Ford, Mayor


Patty Gerwick, City Clerk

City Council Meeting
December 18, 2023

TO: Mulvane City Council

FR: Gordon Fell, Director of Public Safety

RE: New Copier/ Printer for Police Department/ Court

ACTION: Motion to approve the agreement with Konica Minolta for a new copier.

Background:

We currently have a large Konica Minolta Bizhub C458 located in dispatch. This copier was brought online in September 2019. The lease/rental rate on the copier has expired. Although the machine still has some usage left, the usage rate in dispatch for the printer/copier/scanner is significant. The current monthly expenses amount to \$478.11.

The Court Clerk currently has a non-functioning printer from Galaxy Business due to its age, despite several repair attempts. We have reached a point where the machine needs to be replaced. The capacity of dispatch's usage for the printer/copier/scanner is significant. The average monthly expenses currently amount to \$140.00.

The copier at Station #1 has been in service for over 10 years. Due to the minimal demand for the machine at that location, it has lasted this long; however, an upgrade is necessary. The average monthly expenses currently amount to \$150.00.

Analysis:

We reached out to Konica Minolta to upgrade our current machine in dispatch to the Bizhub 450i. Additionally, we inquired about adding a Bizhub C3350i machine for the court facility. We also plan to relocate the current dispatch Bizhub C458 to Station #1 with a separate maintenance agreement. The chosen machines, Bizhub C3350i and Bizhub 450i, are part of the One Rate Program, which offers unlimited B&W and Color prints, copies, scans, and necessary toners. All of this is included in the monthly cost of \$591.24 for both machines PD/Court.



Financial Considerations:

Covered in the Police Department Operating Budget

Legal Considerations:

Sent to the City Attorney for review.

Recommendation:

Motion to approve the agreement with Konica Minolta for a Bizhub C3350i and Bizhub C450i with the One Rate Program and maintenance agreement for c458 as approved by the City Attorney.

Order Agreement

This Order Agreement is written in "Plain English". The words **you** and **your** refer to the Customer, the words **we**, **us** and **our** refer to **Konica Minolta Business Solutions U.S.A., Inc.**, including its subsidiaries and agents.

Customer Information

City of Mulvane, Kansas

211 N 2nd Ave
Mulvane, KS 67110-1500

Product: Device & Software

Installation Location - 1: City Of Mulvane, 211 N 2nd Ave, Mulvane, KS 67110-1500

Device Location(s): Court, Police

Delivery Contact: Breuana Walker , (316) 777-9509

Product Description	Quantity	Product Configuration
Bizhub C3350i		
	1	Bizhub C3350i - Color A4 Mfp/35 Ppm
	1	Mfp Delivery Charge - Level One
	1	Basic Network Service - Bns02
	1	Pf-p21
	1	Dk-p05 Copy Desk
	1	Pwrfilter Wnoise & surge Protect 120v/15a
	1	Bizhub Secure Platinum For Onerate
Bizhub C450i		
	1	Bizhub C450i 45 Ppm Color Mfp
	1	Tn626k Black Toner Yield: 28k
	1	Tn626y Yellow Toner Yield: 28k
	1	Tn626m Magenta Toner Yield: 28k
	1	Tn626c Cyan Toner Yield: 28k
	1	Mfp Delivery Charge - Level Two
	1	Basic Network Service - Bns04
	1	Pc-416 Cabinet
	1	Js-508 Job Separator
	1	Fk-514 Fax Kit 1st & 2nd Line
	1	Wt-506 Working Table
	1	Pwrfilter Wnoise & surge Protect 120v/15a
	1	Bizhub Secure Platinum For Onerate

Maintenance Services

Maintenance Plan: One Rate™

Term: 60 Months

Entitlements: Toner, Digital Connected Support , Staples, No In Term Annual Escalation, Parts/Labor

Installation Location - 1: City Of Mulvane, 211 N 2nd Ave, Mulvane, KS 67110-1500

Values shown per device

Device	Qty	Bill Plan Type	Pages Included
Bizhub C3350i	1	One Rate™	Unlimited

Maintenance Plan: One Rate™

Term: 60 Months

Entitlements: Toner, Digital Connected Support , Staples, No In Term Annual Escalation, Parts/Labor

Installation Location - 1: City Of Mulvane, 211 N 2nd Ave, Mulvane, KS 67110-1500

Values shown per device

Device	Qty	Bill Plan Type	Pages Included
Bizhub C450i	1	One Rate™	Unlimited

Product: Removal & Disposition

We will remove the device(s) listed below, along with any unopened consumable items (when supplied by us), returning the device(s) and consumable items to our warehouse facility for subsequent disposition. Any device(s) requiring return to a Funding Source's designated return center will temporarily be held until Return Authorization (Shipping Instructions) have been received and will then be shipped to the address provided by the Funding Source. Any device(s) not requiring return to a Funding Source will be deemed our property upon pick up and will be disposed at our discretion. A device may not be held longer than 90 days without our prior written consent due to limited availability of long term storage space. Often the Funding Source will send Return Authorization(s) directly to you. If this happens, we ask that you immediately email any Return Authorization received to ra@kmbs.konicaminolta.us to facilitate timely shipping. In the event any device(s) reaches the 90 day storage limit, Return Authorization has not been received, and there is no long term storage consent, we reserve the right to contact you to arrange the return of the device(s) to your facility at your expense.

Any device(s) requiring subsequent return to a Funding Source will be invoiced to you at our prevailing shipping rates, unless return fees are included in this Order Agreement.

Removal Location - 1: Ems , 910 E Main St Mulvane KS 67110

Contact: Lowell Ester , (316) 777-4897

Manufacturer or KM Material	Device	Serial Number	Device Disposition	Funding Source	Account Number
MS-26400N	Sharp	35004817900	Customer Owned		

Removal Location - 2: CITY OF MULVANE, 211 N 2ND AVE, MULVANE, KS, 67110-1500

Contact: Gordon Fell ,

Manufacturer or KM Material	Device	Serial Number	Device Disposition	Funding Source	Account Number
A79M011	Bizhub C458	A79M011048198	Customer Owned		

Customer Options & Verification

To ensure an excellent customer experience, please take a moment to verify the invoice mailing and accounts payable address/contact information we have on file. If changes are required to your Invoice Mailing or Accounts Payable addresses (including contact information), please contact your Sales Representative for assistance.

Invoice Mailing Address:

City Of Mulvane

211 N 2nd Ave

Mulvane, KS, 67110-1500

Accounts Payable Address:

City Of Mulvane

211 N 2nd Ave

Mulvane, KS, 67110-1500

Accounts Payable Contact:

Breuana Walker

Phone: (316) 777-9509

Email: bwalker@mulvane.us

MyKMBS.com Customer Portal

MyKMBS is a complete and comprehensive service management tool allowing our clients to manage their Konica Minolta accounts - right from their desktop or smartphone. MyKMBS offers 24/7 access to Konica Minolta support and product resources - all in one place.

Please provide a primary contact for MyKMBS.com registration:

Account ID: 814956

Name:

Email:

Order Summary & Acceptance

Transaction Type: **Lease**

Your signature below constitutes your acceptance of this Order Agreement (ID: **80097103** with date/time stamp: **12/13/2023 04:35:58 PM**) as governed by the terms and conditions of the Master Agreement between Us and **SOURCEWELL 030321-KON**, dated **04/22/2021**. **Your contract number: 030321-KON**. If any terms and conditions contained in this Order Agreement conflict with any terms and conditions contained in the Master Agreement, the order of precedence is: (a) the transaction terms (i.e., products to be purchased, quantity ordered, delivery date, unit price, billing address, and delivery location) of the relevant Order Agreement; (b) the Master Agreement; and (c) the remaining non-conflicting terms of the relevant Order Agreement. Any additional, contrary or different terms contained in any confirmation, invoices or other communications, and any other attempt to modify, supersede, supplement or otherwise alter this Order Agreement or the Master Agreement, are deemed rejected by the parties and will not modify this Order Agreement or the Master Agreement or be binding on the parties unless such terms have been fully approved in a signed writing by an officer of Konica Minolta and your authorized representative.

Please see and sign the separate Lease/Financing Agreement for terms and conditions governing the financing associated with this Order Agreement.

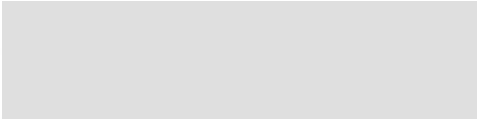
This Order Agreement is not binding upon us until signed by a Konica Minolta branch manager, vice president, or executive officer.

Konica Minolta Business Solutions U.S.A., Inc.

Customer

City of Mulvane, Kansas

Signature:

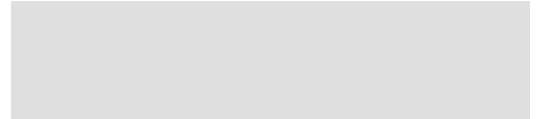


Name:

Title:

Date Signed:

Signature:



Name:

Title:

Date Signed:

Application Number
3045589

Agreement Number

Schedule Number

Advantage Lease Agreement

This Advantage Lease Agreement ("Agreement") is written in "Plain English". In this Agreement, the words **you** and **your** refer to the customer (and its guarantors), the words **we**, **us** and **our** refer to **Konica Minolta Business Solutions U.S.A., Inc., d/b/a Konica Minolta Premier Finance**. If we assign this Agreement to a third party lessor, **Lessor** shall refer to such third party lessor assignee, and the words **we**, **us** and **our** shall also mean and include such Lessor and its assignees as to our rights, remedies and entitlements under this Agreement and any Schedule so assigned, but not our obligations.

Customer Information

Full Customer legal Name/Address:

City of Mulvane, Kansas

211 N 2nd Ave
Mulvane, KS 67110-1500

Billing Name/Address:

City Of Mulvane

211 N 2nd Ave
Mulvane, KS, 67110-1500

Billing Contact Name: Breuana Walker

Phone¹: (316) 777-9509

Email: bwalker@mulvane.us

Federal Tax ID²:

Do not enter Social Security Number

Term and Payment Information

Term in Months	Number of Payments	Payment Frequency	Payment(Plus Applicable Taxes)	End of Lease Purchase Option
60	60	Monthly	\$591.24	\$1.00

Product Description

Installation Location - 1: City Of Mulvane, 211 N 2nd Ave, Mulvane, KS 67110-1500

Device Location(s): Court, Police

Qty	Product Description	Product Configuration
1	Bizhub C3350i	Pf-p21, Dk-p05 Copy Desk
1	Bizhub C450i	Pc-416 Cabinet, Js-508 Job Separator, Fk-514 Fax Kit 1st & 2nd Line, Wt-506 Working Table

Maintenance & Group Pool Billing Information

Pool Group 1

Maintenance Plan: One Rate™

Pool Group ID	Pool Name	Pages Included	Overage Charge	Overage Frequency
1	One Rate™ -1	Unlimited	N/A	N/A

Pool Group 1 - Asset Schedule

Installation Location - 1: City Of Mulvane, 211 N 2nd Ave, Mulvane, KS 67110-1500

Qty	Product Description	Customer Invoice Information	Text
1	Bizhub C3350i		One Rate™

Pool Group 2

¹ By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

² To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.

Maintenance Plan: One Rate™

Pool Group ID	Pool Name	Pages Included	Overage Charge	Overage Frequency
2	One Rate™ -2	Unlimited	N/A	N/A

Pool Group 2 - Asset Schedule

Installation Location - 1: City Of Mulvane, 211 N 2nd Ave, Mulvane, KS 67110-1500

Qty	Product Description	Customer Invoice Information	Text
1	Bizhub C450i		One Rate™

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer ONE Guarantee. A copy of the Guarantee can be obtained at your local branch or by visiting <https://kmbs.konicaminolta.us/CustomerOne>



Terms And Conditions

(THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT AND INCORPORATED INTO EACH SCHEDULE.)

1. LEASE AGREEMENT: You agree to lease from us the personal property identified herein, and additional personal property as identified in Schedules to this Advantage Lease Agreement, incorporating these TERMS AND CONDITIONS by reference - from time to time - signed by you and us (such property and any upgrades, substitutions, replacements, repairs and additions referred to as "Equipment") for business purposes only. In the event that the Equipment you selected is unavailable or cannot be supplied by the Supplier, you agree that we can substitute or upgrade your selection to equipment of equal or greater quality, function, and value, as determined by Supplier in its sole discretion, at no additional cost to you, and you agree to accept such substitution or upgrade upon delivery. Each Schedule is a separate assignable lease. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our agreement regarding the listed equipment ("Agreement") and supersede all other writings, communications, understandings, agreements, purchase orders, solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you hereunder and under the applicable Schedule unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day or an alternative agreed upon date following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO YOU.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement, any Schedule or the Equipment.

2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. **Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason.** You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT OR UNDER A SCHEDULE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

3. OWNERSHIP OF EQUIPMENT: We are the owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or

any other form of memory.

4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that neither we nor our representatives are the Lessor's agents and none of us are authorized to modify the terms of this Agreement or any Schedule without the Lessor's consent. No representation or warranty of ours with respect to the Equipment will bind Lessor, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the Lessor, the manufacturer or supplier of the Equipment. **THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree that the Customer One Guarantee is a separate and independent obligation of ours, that no Lessor or assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against us with respect to the Customer One Guarantee.

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

6. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

7. COLLATERAL PROTECTION AND INSURANCE: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but not the obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

8. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us and any Lessor harmless and reimburse us and them for loss and to defend us and them against any claim for losses or injury or death caused by the Equipment. **We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.**

9. TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$125.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN, OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment to a Lessor, such Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of such Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and us. None of Lessor or Lessor's assignees will independently verify any such costs. Lessor and Lessor's assignees will be providing funding based on the payment you have negotiated with us. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

11. DEFAULT AND REMEDIES: If (a) you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement, any Schedule or any other agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following; (a) withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and/or any and all Schedules and require that you pay, **AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY**, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under this Agreement and any Schedule; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of this Agreement and any Schedules, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher);

and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the initial term of this Agreement and any Schedules (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the state where we or the Lessor have our principal place of business. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. YOU AGREE THAT NEITHER WE NOR SUPPLIER WILL BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER. In no event shall Supplier's aggregate liability under this Agreement exceed the amount you paid for the products or services in question during the twelve-month period immediately preceding the event giving rise to the liability. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

12. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement or any Schedule is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

13. CONSENT TO LAW, JURISDICTION AND VENUE: This Agreement shall be deemed fully executed and performed in the state of our or the Lessor's principal place of business and shall be governed by and construed in accordance with its laws. If we or the Lessor bring any judicial proceeding in relation to any matter arising under this Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of our or the Lessor's principal place of business, or in any court or courts in your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of us or the Lessor. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by us or the Lessor in relation to such matters. If the Customer shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees to bring any such proceeding in, and that any such matter shall be adjudged or determined exclusively by, the courts in the state of the Supplier's, Lessor's or Assignee's principal place of business. In the event of litigation or other proceedings by Supplier, Lessor or Assignee to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by Supplier, Lessor or Assignee, including but not limited to, reasonable attorney's fees. BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US..

14. LESSEE GUARANTEE: You agree, upon our request, to submit the original of this Agreement and any Schedules to us or the Lessor via overnight courier the same day you submit the facsimile or other electronic transmission of the signed Agreement and such Schedules. Both parties agree that this Agreement and any Schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 11) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any Schedules.

15. COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and in accordance with paragraph 4 of this Agreement, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. YOUR LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED OR DELAYED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

16. MAINTENANCE AND SUPPLIES: Equipment services provided under this Agreement include labor and parts required to maintain covered Equipment in a normal operating condition. We will provide toner for covered Equipment on an as needed basis. Consumable supplies do not include staples unless selected. The consumable supplies provided are our property until they are consumed and are intended to be used exclusively in the covered Equipment. You bear the risk of loss for unused supplies in the event of theft, employee misconduct, fire or other mishap. We reserve the right to replace a device, at no additional cost to you, with a comparable unit when repair of the original device is not practical or economically feasible. Pricing under this Agreement is based on published and commercially reasonable expectations of supply and consumables consumption. At our discretion, we may perform an audit of supply/consumables consumption and equipment usage data to determine consumption levels. In the event the actual consumption levels exceed the levels used to determine contract pricing by more than 20%, we have the right to invoice for the excess consumption. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x36" = 4 clicks and 36"x47" = 5 clicks. You agree to provide us access to the equipment and we will provide labor or routine, remedial and preventive maintenance service as well as remedial parts during normal business hours (defined as 8:30 am to 5:00 pm, Monday through Friday, exclusive of holidays observed by us). All part replacements shall be on an exchange basis with new or refurbished items. We are not obligated to provide services or repairs in the event of Equipment abuse/misuse or casualty. Out of scope services, including after hours, moves, modifications and abuse/misuse will be charged at our current rates. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) we (and not the Lessor or its assignees) are the sole party responsible for any service, repair or maintenance of the Equipment, and (b) we (not the Lessor or its assignees) are the party to any service maintenance agreement.

17. FLEET DEVICE MONITORING: We may ask your permission to install and maintain server-based software to monitor the printing devices on your network ("Fleet Device Monitoring"). Where the use of Fleet Device Monitoring software as part of a managed print program has been agreed to, it will be used to detect new devices and add such devices to this Agreement at pre-established price levels. The added device(s) will be covered under the terms of this Agreement. You will be notified via email and may reject the addition of the device(s) by contacting us. If you agree to allow us to install and maintain Fleet Device Monitoring software on your network, and the software cannot reliably operate in your environment for any reason, we reserve the right to suspend or terminate

services under this Agreement.

18. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) (if applicable) by a maximum of fifteen percent (15%) of the existing charge, or if less, the maximum amount permitted by applicable law. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under this Agreement and either purchase or return the equipment to us. Notwithstanding anything herein to the contrary, for pools designated as "One Rate" pools, escalations within the original Agreement term and Supply Freight Fees do not apply nor are meter readings required. All Agreements are subject to escalation in any renewal period.

End of Lease Options

You will have the following options at the end of the original term, provided the Agreement or applicable Schedule has not terminated early and no event of default under the Agreement and/or any Schedule has occurred and is continuing. 1. Purchase all of the Equipment as indicated in the "Term and Payment Information" section of the Agreement or any applicable Schedule ("fair market value" purchase amounts will be determined by us). 2. Renew the Agreement and/or applicable Schedule per paragraph 1 (on Agreement). 3. Return Equipment as provided in Paragraph 5 (on Agreement).

Lease Acceptance

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

Konica Minolta Business Solutions U.S.A., Inc.,
d/b/a Konica Minolta Premier Finance

Customer
City of Mulvane, Kansas

Signature:



Name:

Title:

Date Signed:

Signature:



Name:

Title:

Date Signed:

STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT # 3045589

Addendum to Agreement # 3045589 and any future supplements/schedules thereto, between City of Mulvane, Kansas, as Customer and Konica Minolta Premier Finance, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement,

as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement

is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE

HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT.** WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

<hr/>	
Lessor	
<hr/>	
Signature	
<hr/>	
Title	Date

<hr/>	
Customer	
<hr/>	
X	
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Signature	
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Title	Date


KONICA MINOLTA

Maintenance Agreement

Customer Information

Sold to Acct #: 814965	Payer/Bill to Acct #: same	Ship to Acct #: 4663047
Name: City of Mulvane, Kansas	Name:	Name: Mulvane Fire Rescue
Attn/Dept:	Attn/Dept:	Attn/Dept:
Ste/Rm:	Ste/Rm:	Ste/Rm:
Address: 211 N 2nd Ave	Address:	Address: 910 E. Main
City: Mulvane	City:	City: Mulvane
State: KS Zip: 67110	State: KS Zip: 67110	State: KS Zip: 67110
Tax Exempt Customer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Tax Exemption Number:	Tax Exemption Certificate must be attached when applicable.
PO Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	PO Number:	PO Expiration Date:
<input type="checkbox"/> Individual PO <input type="checkbox"/> Blanket PO	PO Contact:	PO must be attached when applicable.
Fleet Manager? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name:	Email:
		Ph:

Coverage / Billing Options

Coverage Options:

MFP

Select Options:

- ☒ Supply Inclusive
☐ After Hours Service - Requires After Hours Agreement
☒ Decline Digital Connected Support*

* Digital Connect Support will be added automatically billed at \$12.00 per serial number monthly, unless declined above.

Billing Options:

Initial Term in Months:

Flat Rate Frequency:

Meter Frequency:

Aggregate Volume:

- MFP**
☐ 36 ☒ 48 ☐ 60 ☐ Other _____
☒ Monthly ☐ Quarterly ☐ Annually
☒ Monthly ☐ Quarterly ☐ Annually
☐ B/W ☐ Color

Wide Format

Select Options:

- ☐ Toner (Black Only)
☐ 20lb Bond Roll Paper
☐ Decline Digital Connected Support*

- Wide Format**
☐ 36 ☐ 48 ☐ 60 ☐ Other _____
☐ Monthly
☐ Monthly

All Devices

Effective Date:

Billing Day:

- ☐ On Install ☐ Date: _____
☐ Selected by KMBS ☐ Preferred Day: _____ (29th, 30th, and 31st are not an available selection)

Internal Use

Maintenance Pricing

MA #:

MFP			Monthly Minimum Volume		Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Sub Fleet	Price Plan
Item	Model Description	Serial Number	Type						
1	c458	A79M011048198	Color		\$23.00		94,625		
			B/W				281,207		
2			Color						
			B/W						
3			Color						
			B/W						

☐ Additional Equipment on Schedule B

Wide Format

Wide Format			Monthly Minimum Volume (Sq. Feet)		Monthly Flat Rate \$	Cost Per Square Foot Rate \$	Start Meter	Sub Fleet	Price Plan
Item	Model Description	Serial Number	Type						
1			Color						
			B/W						

☐ Additional Equipment on Schedule C

Comments

Customer's signature below acknowledges Customer's consent to 'KMBS Standard Maintenance Terms and Conditions - Schedule A (Updated December 1, 2018)', available in hardcopy upon request or online at <http://kmbs.konicaminolta.us/MaintenanceTerms-N04D>, terms of which are incorporated into this Agreement. Not Binding on KMBS until signed by KMBS Manager.

Customer Name: Shelly Steadman

Please Print

KMBS Representative: Galen Fast

12/4/2023

Customer Title:

KMBS Manager Name: Lisa Donner

Please Print

Customer Signature:

Date:

KMBS Manager Signature:

Date:

For Internal Use

Maintenance:	<input type="checkbox"/> with Equipment Order	<input type="checkbox"/> Maintenance Only	<input type="checkbox"/> Billed by KMBS	<input type="checkbox"/> Billed by Lease Company	<input type="checkbox"/> Dealer Served
Originating:	Sales Rep Number	Sales Rep Name	Sales Rep Email Address	Sales District	
Order Taking:	104008	Galen Fast	gfast@kmbs.konicaminolta.us	Processed	
Servicing:	104008	Galen Fast	gfast@kmbs.konicaminolta.us	<input type="checkbox"/> Branch <input type="checkbox"/> Windsor	

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

 100 Williams Drive, Ramsey, NJ 07446 (201) 825-4000 www.kmbs.konicaminolta.us

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Form: 1011-120118-C



Additional Equipment - Schedule B

Maintenance Pricing								Internal Use	
								MA #:	
Item	Model Description	MFP Serial Number	Type	Monthly Minimum Volume	Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Sub Fleet	Price Plan
1			Color						
			B/W						
2			Color						
			B/W						
3			Color						
			B/W						
4			Color						
			B/W						
5			Color						
			B/W						
6			Color						
			B/W						
7			Color						
			B/W						
8			Color						
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9			Color						
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26			Color						
			B/W						
27			Color						
			B/W						
28			Color						
			B/W						
29			Color						
			B/W						

30			Color						
			B/W						



Additional Equipment - Schedule C

Maintenance Pricing								Internal Use	
Wide Format				Monthly Minimum Volume (Sq. Feet)	Monthly Flat Rate \$	Cost Per Square Foot Rate \$	Start Meter	Sub Fleet	Price Plan
Item	Model Description	Serial Number	Type						
1			Color						
			B/W						
2			Color						
			B/W						
3			Color						
			B/W						
4			Color						
			B/W						
5			Color						
			B/W						
6			Color						
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28			Color						
			B/W						
29			Color						
			B/W						

30			Color						
			B/W						

STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT # "Maintenance"

Addendum to Agreement # "Maintenance" and any future supplements/schedules thereto, between City of Mulvane, Kansas, as Customer and Konica Minolta Business Solutions, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement,

as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement

is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE

HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT.** WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

Konica Minolta Business Solutions

Lessor

Signature

Title

Date

City of Mulvane, Kansas

Customer

X

Signature

Title

Date

City Council Meeting
December 18, 2023

TO: Mulvane City Council

FR: Gordon Fell, Director of Public Safety

RE: Updated contract with current city prosecutor

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

Background:

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

Analysis:

Ms. Williams brings a fair and swift approach to the Mulvane Municipal Court. She routinely makes herself available to review cases and provides a direction for cases that create questions for law enforcement.

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

Financial Considerations:

The compensation provided to the Attorney from the City for the Primary Services referenced in Section 1 of this Contract shall be \$2,000.00 per month. Additional Services will be compensated at the rate of \$125.00 per hour.

Legal Considerations:

The only change is the dates associated with the contract.

Recommendation:

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

INDEPENDENT CONTRACT

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

WITNESSETH:

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

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

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

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

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

3. Term: The term of this Contract commences on the date hereof and expires on 6th day of January, 2025, unless earlier terminated pursuant to the terms hereof. Subsequently, this Contract may be renewed and extended, in writing, by the parties hereto. Notwithstanding the foregoing, in accordance with the Code of the City, the Attorney may be removed from his position and this Contract terminated at any time by the governing body of the City upon notice given to the Attorney, or the Attorney may be suspended by the Mayor of the City upon written notice given to the Attorney, with or without compensation.

4. Compensation: The compensation provided to the Attorney from the City for the Primary Services referenced in Section 1 of this Contract shall be \$2,000.00 per month. Additional Services will be compensated at the rate of \$125.00 per hour.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Contract is hereby executed by the parties hereto as of the 11th day of December 2023 .

ATTORNEY

By: Joy Kay Williams
Joy K. Williams

CITY

City of Mulvane, Kansas

By: _____
Shelly Steadman, Mayor

ATTEST:

SEAL

Debra M. Parker, City Clerk

CITY COUNCIL MEETING

Dec. 18, 2022

TO: Mayor and City Council

FR: City Administrator

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

Action: Discussion and decision

Background:

The Employee Handbook, Sec. D-2 (b) states, “Annual cost-of-living pay increase *may be given* as approved by the City Council”. Because the city council has consistently improved wages in relationship to inflation. Of the 74 full time employees, 15 have been here 20 years or longer, 5 have been here 15 years or longer, 8 have been here over ten years and 24 have been here at least five years.

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

The wage adjustment/COLA is added to the employee’s base hourly pay. It compounds. So even the 13 employees who are “topped out” get a wage increase. An employee who has not topped out is eligible for a 2.5% merit increase based on satisfactory performance.

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

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

Analysis:

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

City council needs to decide;

1. Does the council want to give the city employees a wage adjustment/COLA in 2024?
2. If the council wants to grant a COLA, what percentage COLA does the council want to provide the employees?

Financial Considerations:

The 2024 budget year total gross payroll for all city employees will be approximately \$6.1 million.

The total 2024 city budget is \$28.1 million. Payroll will be approx. 22% of the city budget.

Salaries drive other employee related expenditures (FICA, Medicare, Worker's Comp. Unemployment Insurance and KPERS). These costs have been budgeted for in the 2024 budget.

The Bureau of Labor Statistics showed there was an 2.9% increase in prices year over year and the Social Security Administration is implementing an increase of 3.2%. The city 2024 budget has 5% for employee COLA's. In 2022, according to the Bureau of Labor Statistics showed a 7.7% and the city gave a 3% COLA.

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

Mulvane - COLA History for City Employees

COLA	History						
Year	COLA *	Regular Salaries	Salaries With COLA	COLA Salaries			
2011	3.00%	\$2,924,281.04	\$3,012,009.47	\$87,728.43			
2012	3.60%	\$3,065,313.02	\$3,175,664.29	\$110,351.27			
2013	3.00%	\$3,370,573.04	\$3,471,690.23	\$101,117.19		Admin	\$475,311.00
2014	3.00%	\$3,729,281.76	\$3,841,160.21	\$111,878.45		Public Wo	\$691,037.00
2015	0.00%	\$4,215,000.68	\$4,215,000.68	\$-		Fire	\$236,696.00
2016	2.50%	\$4,134,990.56	\$4,238,365.32	\$103,374.76		Police	\$1,247,368.00
2017	1.00%	\$4,336,448.89	\$4,379,813.38	\$43,364.49		EMS	\$1,095,149.00
2018	2.00%	\$4,420,190.29	\$4,508,594.10	\$88,403.81		P&Z	\$51,000.00
2019	2.00%	\$4,643,769.66	\$4,736,645.05	\$92,875.39		Sr. Center	\$46,000.00
2020	1.60%	\$4,525,078.63	\$4,597,479.89	\$72,401.26		Elec. Prod	\$215,831.00
2021	1.30%	\$4,600,000.00	\$4,659,800.00	\$59,800.00		Elec. Dist	\$430,000.00
2022	3.00%	\$4,792,663.23	\$4,936,443.13	\$143,779.90		Water	\$300,000.00
2023	3.00%	\$4,960,000.00	\$5,108,800.00	\$148,800.00		Sew Plant	\$246,291.00
2024	3.00%	\$5,218,000.00	\$5,374,540.00	\$156,540.00		Sew Cole	\$183,200.00
2024	4.00%	\$5,218,000.00	\$5,426,720.00	\$208,720.00			
2024	5.00%	\$5,218,000.00	\$5,478,900.00	\$260,900.00		Estimated 2023 Payroll	
							\$5,217,883.00
* The COLA is the next years in order to show approximately how much the COLA will increase the salaries.							

CITY COUNCIL MEETING
MULVANE, KANSAS
December 18, 2023

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

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

Project Name/Description	Project Status
Downtown Park (Sales tax funding)	<p><u>Completed to Date:</u> Park improvements have been completed and the park is open to the public.</p> <p><u>Remaining Work:</u> Snodgrass is working to complete punch-list items.</p> <p><u>Contract Status:</u> Snodgrass & Sons, Const. Co., Inc.'s AIA design-build agreement current contract amount is \$1,300,000.00. The Contractor has requested a Change Order to reflect final costs (see attached Council memo). The contract completion date was 8/18/23.</p>
Main "A" Sanitary Sewer Improvements (Bond Issue funding)	<p><u>Completed to Date:</u> Phase 2 shop drawings have been submitted and are under review. The Contractor anticipates mobilizing and beginning work on January 2, 2024.</p> <p><u>Remaining Work:</u> A Phase 2 pre-construction meeting was conducted on December 7th with representatives of the the Contractor, City staff, KDOT and Y&A. The Contractor is working a traffic control plan, which will require City and KDOT review/approval. City staff has not yet received an executed copy of the agreement back from the BNSF officials.</p> <p><u>Contract Status:</u> Phase 2 current contract amount with Apex Excavating, LLC is \$1,161,060.00. The contract time for Phase 2 is 180 calendar days. The Contractor has up to 90-days of the agreement date to begin work.</p>
Pearl St. Water Line, College Ave. to Park Ave. (ARPA grant funding)	<p><u>Completed to Date:</u> Final design plans were submitted to KDHE on 10/4/23.</p> <p><u>Remaining Work:</u> The City is waiting for KDHE approval to proceed with construction.</p> <p><u>Contract Status:</u> The City's Public Works - Utility Department plans to construct, inspect and oversee construction of the water line replacement.</p>
GIS Mapping Updates (Administration Operating Budget)	<p><u>Completed to Date:</u> The City Administrator and Engineer have completed a preliminary draft of a "Request for Proposal" (RFP) for GIS mapping services. These services would include updating existing ArcGIS maps and software as needed to provide a web-based GIS mapping system. The GIS Consultant would act as the GIS software administrator, receive record updates on base map and infrastructure changes, update GIS maps and provide web-site support.</p> <p><u>Remaining Work:</u> Prepare and distribute the RFP, receive and evaluate proposals.</p> <p><u>Contract Status:</u> TBD based on proposals received/approved.</p>

CITY COUNCIL MEETING

December 18, 2023

TO: Mayor and City Council
SUBJECT: **Change in City Boundary Limits**
FROM: Young & Associates, PA - City Engineer
ACTION: Approve new City Boundary Resolution

Background:

The City limits of Mulvane, like other municipalities, changes periodically as a result of land being annexed into, or de-annexed out of the City. The last change in City limits occurred in 2022 following the annexation of property located near the southeast corner of the Arkansas River and K-53 Highway.

Analysis:

On June 19, 2023, the City Council approved Ordinance No. 1570 and Resolution No. 2023-2 approving the annexation of property located near the northeast corner of 111th Street S. and Webb Rd. This property has been platted as the “Harvest Point Addition” and is owned by Murdock Properties, LLC. The Harvest Point Addition is a proposed 105-lot single-family residential development.

The City’s boundary description has subsequently been modified to reflect the aforementioned annexation and a revised Boundary Resolution has been prepared for Council approval.

Financial Considerations:

None.

Legal Considerations:

Per City Attorney.

Recommendation/Action:

Staff recommends the City approve the revised 2023 Boundary Resolution as described above.

SAMPLE MOTION:

I move to approve the 2023 Boundary Resolution # _____ and authorize the Mayor to sign.

RESOLUTION NO. _____

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

WHEREAS the Governing Body of the City of Mulvane, Kansas desires to declare the entire boundary of the City of Mulvane, Kansas in accordance with K.S.A. § 12-517.

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

SECTION 1. That hereafter and until altered or changed in accordance with law, the city limits are and the entire boundary of Mulvane, Kansas, is hereby defined, resolved and determined as follows:

Following is the legal description of land contained in the corporate limits of the City of Mulvane, Kansas, as described in City of Mulvane Ordinance No. 2003-1, with amendments reflecting annexation cases approved prior to December 31, 2023.

The legal description of Tract I has been typed course by course; the described courses have been numbered to facilitate mapping and coordination between the map of the City boundary and this legal description.

The legal descriptions of Tract II, III and IV have been described in the same manner as in the ordinances annexing such Tracts. The legal descriptions of Parcels 1 through 23, 32 through 39, and Parcel 44 of Tract IV are exclusive of any road right-of-way.

TRACT I:

Course No.	Course Description
1 (POB-I)	Beginning at the intersection of the South line of the Southeast Quarter of Section 32, Township 29 South, Range 2 East of the Sixth Principal Meridian, and the Southwesterly right-of-way line of Kansas Highway Number K-15;
2	Thence Northwesterly along said Southwesterly highway right-of-way line to said Northwesterly right-of-way line of the Atchison, Topeka and Santa Fe Railroad;
3	Thence Northeasterly along said railroad right-of-way line to the East line of the Southwest Quarter of said Southeast Quarter;
4	Thence North on said East line to the Northerly line of the Kansas State Highway K-15 right-of-way line;
5	Thence East along said North right-of-way line to the Northerly right-of-way line of the Atchison, Topeka and Santa Fe Railroad;
6	Thence Northeasterly along the Northerly railroad line to the North line of said Southeast Quarter;

Course No.	Course Description
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7	Thence East along said North line to the Southeast corner of the East half of the Northeast Quarter of said Section 32;
8	Thence North along the East line of said East half to the Northeast corner of said East half, said point being the Southeast corner of the Southeast Quarter of Section 29, T29S, R2E;
9a	Thence West along the South line of said Southeast Quarter of said Section 29, to a point that is 30 feet West of the East line of said Southeast Quarter;
9b	Thence North and parallel with the East line of said Southeast Quarter, to the North line of said Southeast Quarter;
9c	Thence West along the North line of said Southeast Quarter, to the Northwest corner of the East half of said Southeast Quarter;
9d	Thence South along the West line of said East half of said Southeast Quarter to the South line of said Southeast Quarter, said point being the Northwest corner of the East half of the Northeast Quarter of Section 32, T29S, R2E;
10	Thence South along the west line of said East half to the Northeast corner of Hickory Hills Addition to Mulvane, Kansas;
11	Thence West along the North line of said Hickory Hills Addition to the Northwest corner of said Hickory Hills Addition;
12	Thence West 1319.64 feet, more or less, along the North line of Willowdell Addition to Mulvane, Kansas, to the Northwest corner of the South half of the Southeast Quarter of the Northwest Quarter of said Section 32;
13	Thence North along the West line of the Southeast Quarter of the Northwest Quarter of said Section 32 to a point 351.13 feet south and 1316.46 feet East of the Northwest corner of said Section 32;
14	Thence West 916.46 feet on the North line of Settlers Addition, Mulvane, Sedgwick County, Kansas;
14a	Thence continuing west along the south line of the north 10 acres of the Northwest Quarter of the Northwest Quarter of said Section 32 to a point 318.5 feet east of the southwest corner of said north 10 acres;
14b	Thence northerly along the east line of the west 318.5 feet of said north 10 acres to the southerly right of way line of 111th Street South;
15a	Thence North 88 degrees 53 minutes 09 seconds East parallel with the North line of said Northwest Quarter, 275.00 feet;
15b	Thence South 01 degree 06 minutes 51 seconds East, 3.00 feet;
Course No.	Course Description
15c	Thence North 88 degrees 53 minutes 09 seconds East parallel with the North line of said Northwest Quarter, 90.00 feet;

- 15d Thence North 01 degrees 06 minutes 51 seconds West, 1.50 feet;
- 15e Thence North 88 degrees 53 minutes 09 seconds East parallel with the North line of said Northwest Quarter, 212.22 feet;
- 15f Thence South 01 degrees 06 minutes 51 seconds East, 18.25 feet;
- 15g Thence North 88 degrees 53 minutes 09 seconds East parallel with the North line of said Northwest Quarter, 420.00 feet;
- 15h Thence North 01 degrees 06 minutes 29 seconds West, 14.75 feet;
- 15i Thence North 01 degrees 06 minutes 42 seconds West, 25.25 feet to the North line of said Northwest Quarter, said point being on the South line of the Southwest Quarter of Section 29, T29S, R2E;
- 15j Thence North 00 degrees 05 minutes 28 seconds East, 50.01 feet to the Southeast corner of Autumn Valley Addition;
- 16a Thence North along the East line of said Autumn Valley Addition, to the Southwest corner of Lot 1, Block A Gilbert Addition;
- 16b Thence East along the South line of said Lot 1, a distance of 209.00 feet;
- 16c Thence Southerly on an assumed bearing of South 01°06'39" East a distance of 329.91 feet to a point on the Northerly right-of-way line of 111th Street South;
- 16d Thence East along said Northerly right-of-way line, a distance of 181.74 feet to the intersection of the Northerly right-of-way line of 111th Street South and the Westerly right-of-way line of Fremont Circle;
- 16e Thence Northerly along the said right-of-way line of said Fremont Circle, to the Northeast corner of Lot 1, Block A, Gilbert Addition;
- 16f Thence Northwesterly along the North line of said Lot 1, on an assumed bearing of North 39°25'48" West a distance of 165.39 feet;
- 16g Thence Westerly along the North line of said Lot 1, on an assumed bearing of South 88°53'21" West a distance of 273.963 feet to the Northwest corner of Reserve A, Gilbert Addition, point also being on the East line of Autumn Valley Addition;
- 17a Thence North along the East line of said Autumn Valley Addition, to the Northeast corner of said addition, point also being on the Southeasterly right-of-way line of the Atchison, Topeka and Santa Fe Railroad;
- 17b Thence Southwesterly along said right-of-way line to the Easterly right-of-way line of Rock road;

Course No.	Course Description
17c	Thence North along said right-of-way line to the Northwesterly right-of-way line of the Atchison, Topeka and Santa Fe Railroad;
19a	Thence Northeasterly along said Northwesterly right-of-way

line to the East line of the Southwest Quarter of Section 29;

- 20a Thence Northerly along the east line of the Southwest quarter of said Section 29 to the northeast corner of said southwest quarter section;
- 20b Thence North along the east line of the Northwest Quarter of said Section 29 to the northeast corner of the Northwest Quarter of said Section 29.
- 20c Thence northerly along the east line of the Southwest Quarter of Section 20, Township 29 South, Range 2 East of the Sixth Principal Meridian at an assumed bearing of North 00 degrees 56 minutes 35 seconds East a distance of 1571.32 feet;
- 20d Thence North 89 degrees 03 minutes 25 seconds West a distance of 899.88 feet;
- 20e Thence South 00 degrees 56 minutes 35 seconds West a distance of 557.16 feet;
- 20f Thence South 89 degrees 03 minutes 25 seconds East a distance of 75.00 feet;
- 20g Thence South 00 degrees 56 minutes 35 seconds West a distance of 300.00 feet;
- 20h Thence North 89 degrees 03 minutes 25 seconds West a distance of 26.65 feet;
- 20i Thence South 17 degrees 21 minutes 43 seconds West a distance of 276.27 feet;
- 20j Thence South 02 degrees 56 minutes 48 seconds East a distance of 123.87 feet;
- 20k Thence South 26 degrees 23 minutes 10 seconds East a distance of 165.15 feet;
- 20l Thence South 16 degrees 19 minutes 37 seconds West a distance of 150.02 feet to a point 50 feet north of the south line of the Southwest Quarter of said Section 20;
- 20m Thence easterly along a line 50 feet north of and parallel to the south line of the Southwest Quarter of said Section 20 a distance of 884.44 feet;
- 20n Thence southerly perpendicular to the south line of the Southwest Quarter of said Section 20, a distance of 100 feet;
- 20o Thence westerly along a line 50 feet south of and parallel to the north line of the northwest quarter of said Section 29 to the northeast corner of Lot 1, Wildcat Addition, Mulvane, Kansas;

Course No.	Course Description
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|-----|---|
| 20p | Thence westerly along the north line of said Lot 1 at an assumed bearing of South 88 degrees 45 minutes 19 seconds West and parallel to and 50 feet south of the north line of said Northwest Quarter a distance of 1518.91 feet; |
| 20q | Thence South 74 degrees 43 minutes 08 seconds West a |

distance of 103.08 feet;

20r	Thence South 88 degrees 45 minutes 19 seconds West a distance of 176.61 feet to a point 75 feet south and 75 feet east of the Northwest corner of said Northwest Quarter;
20s	Thence north parallel to and 75 feet east of the west line of said Section 29, a distance of 75 feet to a point being on the north line of the Northwest Quarter of said Section 29;
20t	Thence continuing north parallel to and 75 feet east of the west line of the Southwest Quarter of said Section 20, a distance of 60 feet;
20u	Thence west parallel to and 60 feet north of the south line of the Southwest Quarter of said Section 20, a distance of 75 feet, to a point being on the west line of the Southwest Quarter of Section 20;
20v	Thence south along the west line of said Section 20, a distance of 10 feet;
20w	Thence west parallel to and 50 feet north of the south line of the Southeast Quarter of Section 19, Township 29 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, a distance of 75 feet;
20x	Thence south parallel to and 75 feet west of the east line of the Southeast Quarter of said Section 19, a distance of 50 feet, to a point being on the south line of the Southeast Quarter of Section 19;
20y	Thence east along the south line of the Southeast Quarter of said Section 19, a distance of 10 feet;
20z	Thence south parallel to and 65 feet west of the east line of the Northeast Quarter of Section 30, Township 29 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, to the South line of the North half of the Northeast Quarter of said Section 30;
21a	Thence East along the South line of the North half of the Northeast Quarter of said Section 30, a distance of 5.00 feet;
21b	Thence South along a line 60 feet West of and parallel to the East line of the Northeast Quarter of said Section 30, a distance of 784 feet, to the Northeast corner of the Woodlands to Mulvane, Sedgwick County, Kansas;
21c	Thence South 89 degrees 25 minutes 45 seconds West, a distance of 495.60 feet;
21d	Thence North 00 degrees 00 minutes 00 seconds West, a distance of 340.12 feet;
Course No.	Course Description
22a	Thence South 65 degrees 19 minutes 37 seconds West, a distance of 347.43 feet;
22b	Thence South 49 degrees 04 minutes 59 seconds West, a distance of 149.11 feet;
22c	Thence South 36 degrees 09 minutes 28 seconds West, a distance of 132.69 feet;

22d	Thence South 13 degrees 10 minutes 55 seconds West, a distance of 285.20 feet;
22e	Thence South 13 degrees 35 minutes 46 seconds West, a distance of 265.04 feet to the North line of the Southeast Quarter of Section 30, Township 29 South, Range 2 East, of the 6 th P.M.;
23	Thence West along the North line of said Southeast Quarter of Section 30 to the Easterly right-of-way line of Kansas State Highway K-15 (Condemnation Case A-46833);
24	Thence Southerly along said Easterly highway right-of-way line to the South line of the Northwest Quarter of said Southeast Quarter of Section 30;
25	Thence West along the South line of said Northwest Quarter of the Southeast Quarter of Section 30 to the Easterly right-of-way line of the Atchison, Topeka and Santa Fe Railroad;
26	Thence Southerly along said Easterly railroad right-of-way line to the South line of said Southeast Quarter of Section 30 and to the North line of the Northeast Quarter of Section 31, Township 29 south, Range 2 East;
27	Thence Southerly along said Easterly railroad right-of-way line to the South line of the Northwest Quarter of said Northeast Quarter of Section 31;
28	Thence East along said South line to a point 209.67 feet West of the Southeast corner of said Northwest Quarter of the northeast Quarter of Section 31 and to the Easterly right-of-way line of the Atchison, Topeka and Santa Fe Railroad;
29	Thence Southerly along said Easterly railroad right-of-way line to the North line of the Northwest Quarter of the Southeast Quarter of said Section 31 and to the South line of English Street as platted in Scott-Coombs Addition, Mulvane, Sedgwick County, Kansas;
30	Thence East along said South line of said Southwest Quarter of the Northeast Quarter to the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 31 and to the Westerly line of English Fifth Addition to Mulvane, Kansas;
31	Thence Southerly along said Westerly line of said Addition and to the Easterly right-of-way line of said Atchison, Topeka and Santa Fe Railroad;
Course No.	Course Description
32	Thence southerly along said Easterly railroad right-of-way line to the North line of the Southeast Quarter of the Southeast Quarter of said Section 31;
33	Thence West along said North line to the Northwest corner of said Southeast Quarter of the Southeast Quarter of Section 31;
34a	Thence continuing West along said North line to the Northeast Corner of Government Lot 4, point also being on the easterly bank

of the Arkansas River;

- 34b Thence southerly along said east bank to the southerly right-of-way line of K-53 Highway;
- 34b-1 Thence continuing southerly along said east bank to a point on the North line of Government Lot 3 in Section 6, Township 30 South, Range 2 East, said point being 2,746.68 feet west of the Northeast Corner of Government Lot 4 in said Section 6;
- 34b-2 Thence east along said North line of Government Lot 3, 558.30 feet;
- 34b-3 Thence south with a deflection angle to the right of $91^{\circ}00'11''$, 212 feet;
- 34b-4 Thence west with a deflection angle to the right of $88^{\circ}59'50''$, 160 feet;
- 34b-5 Thence north with a defection angle to the right of $91^{\circ}00'10''$, 212 feet more or less to a point on the North line of said Government Lot 3;
- 34b-6 Thence west along said North line to a point on the east bank of the Arkansas River;
- 34b-7 Thence northerly along said east bank to the southerly right-of-way line of K-53 Highway;
- 34c Thence westerly along said right of way line to the northwest Corner of lot 2, in Section 1, Township 30 South, Range 1 East;
- 34d Thence Southerly along the West line of said Lot 2, to the Northwest corner of lot 3, Section 1, Township 30 South, Range 1 East;
- 34e Thence continuing Southerly along the West line of said Lot 3 to the Southwest corner of Lot 3;
- 34f Thence Easterly along the South line of Said Lot 3 a distance of 4,028 feet;
- 34g Thence South $01^{\circ}30'00''$ West a distance of 151.27 feet to the; Center line of Old K-53 highway;
- 34h Thence Southeasterly along said center line to the Easterly Right-of-way line of Deacon Drive;

Course No.

Course Description

- 34i Thence Southerly along said right-of-way line to the northerly Right-of-way line of Laurinda Court Road;
- 34j Thence easterly along said right-of-way-line, and said right-of-Way line extended, a distance of 1,080.04 feet plus or minus;
- 34k Thence South 01 degrees 48 minutes 7 Seconds West a distance of 626.08 feet;
- 34l Thence South 64 degrees 08 minutes 50 seconds West a distance of 296.00 feet;
- 34m Thence South 25degrees 51 minutes 10 seconds East a distance of

- 370.00 feet;
- 34n Thence North 64 degrees 08 minutes 50 seconds East a distance of 500.00 feet;
- 34o Thence north 64 degrees 23 minutes 43 seconds East a distance of 810.81 feet;
- 34p Thence North 00 degrees 52 minutes 52 seconds East a distance of 1,225.00 feet to the Southwest Corner of Government Lot 4, Section 6, Township 30 South, Range 2 East of the 6th P.M.;
- 34q Thence along the South Line of said Lot 4, to the Northwest Corner of the Southeast Quarter of Section 6, Township 30 South Range 2 East of the 6th P.M.;
- 35 Thence South along the West line of said Northeast Quarter of said Northeast Quarter of Section 6 and along the West line of Love Addition, Mulvane, Sumner County, Kansas to the center of the right-of-way line of the Englewood Branch of the Atchison, Topeka and Santa Fe Railroad;
- 36 Thence East and North along the center of said right-of-way line to the right-of-way line of the Atchison, Topeka and Santa Fe Railroad;
- 37 Thence North to the South line of Pearl Street;
- 38 Thence East along the south line of Pearl Street to the East line of the right-of-way line of the Arkansas City Branch of the Atchison, Topeka and Santa Fe Railroad;
- 39 Thence south and East along the East line of said right-of-way line to the East line of Rucker Avenue;
- 40 Thence North along said East line of Rucker Avenue to the intersection of the Northwesterly right-of-way line of the Atchison, Topeka and Santa Fe Railroad;
- 41 Thence Northeasterly and East along said Northwesterly right-of-way line to the south right-of-way line of Main Street;

Course No.	Course Description
42	Thence East along the South right-of-way line of Main Street and the North right-of-way line of said Atchison, Topeka and Santa Fe Railroad to the Northwesterly right-of-way line of said Atchison, Topeka and Santa Fe Railroad;
43	Thence Northeasterly to a point 75.0 feet North at right angles from the South line of Lot 1 of Section 5, Township 30 South, Range 2 East of the Sixth principal Meridian and the Northwesterly right-of-way line of the Atchison, Topeka and Santa Fe Railroad;
44	Thence East along a line 75 feet North of said Lot 1 to the Southwesterly line of Kansas Highway Number 15;
45	Thence Northwesterly along said Southwesterly K-15 right-

of-way line to the Point of Beginning. All being in Sumner and Sedgwick Counties in the State of Kansas.

EXCEPTED TRACTS:

(The following excepted Tracts A, B, C, D, E and F represent land within Tract I above which have not been annexed into the City of Mulvane, Kansas)

EXCEPTED TRACT A:

Except that tract which lies in the Southwest Quarter of the Southeast Quarter of said Section 32, Township 29 South, Range 2 East of the Sixth Principal Meridian:

Course No.	Course Description
46 (POB-A)	Beginning on the East line of said Southwest Quarter of said Southeast Quarter and the Northerly line of the Kansas State Highway K-15 right-of-way line;
47	Thence Northwesterly 410.2 feet along the Northerly line of said highway right-of-way line;
48	Thence Northeasterly 424.55 feet at right angles from the preceding course to the East line of said Southwest Quarter of the Southeast Quarter;
49	Thence South along said East line to the Point of Beginning.

EXCEPTED TRACT B:

Except that tract which lies in the Southwest quarter of the Southwest Quarter of Section 29, Township 29 South, Range 2 East of the Sixth Principal Meridian:

Course No.	Course Description
50a (POB-B)	Beginning at a point 75 feet east of and 75 feet north of the Southwest corner of the Southwest Quarter of Section 29, Township 29 South, Range 2 East of the Sixth Principal Meridian, said point also known as the Southwest corner of Lot 1, Block 1, Reed's First Addition to Mulvane, Kansas;
Course No.	Course Description
51b	Thence easterly along the south line of said Lot 1 at an assumed bearing of North 90 degrees 00 minutes 00 seconds East, a distance of 175 feet;
52c	Thence along the southerly line of said Lot 1 at an assumed bearing of South 75 degrees 42 minutes 07 seconds East, a distance of 71.75 feet;
53d	Thence southerly parallel to the west line of said Southwest Quarter, a distance of 57.30 feet to a point on the South line of said Southwest Quarter, said point being 320 feet east of the Southwest Corner of said Southwest Quarter;
54	Thence East 30 feet along said South line of said Southwest Quarter;

- 55 Thence North 25 feet parallel with the West line of said Southwest Quarter;
- 56 Thence East 324 feet parallel with and 25 feet North of said South line of said Southwest Quarter;
- 57 Thence North along a line parallel with the West line of said Southwest Quarter, 25 feet;
- 58 Thence east along a line parallel to and 50 feet north of the south line of said Southwest Quarter to the east line of the West half of said Southwest Quarter;
- 59 Thence north along the east line of the West half of said Southwest Quarter to the southerly line of the Burlington Northern/Santa Fe Railway;
- 60 Thence Southwesterly along said right-of-way line to a point 60 feet East of the West line of said Southwest Quarter;
- 61 Thence South along a line parallel with said West line to a point 210 feet North of the South line of said Southwest Quarter;
- 62 Thence East 15 feet, more or less, along a line parallel with the South line of said Southwest Quarter to the northwest corner of said Lot 1;
- 63 Thence southerly along the west line of said Lot 1 in Reed's Addition, 134.97 feet to the Point of Beginning, and being in Sedgwick County, in the State of Kansas.

EXCEPTED TRACT C:

Except that tract which lies in Section 6, Township 30 South Range 2, East of the 6th Principal Meridian

Course No.	Course Description
64 (POB-C)	Commencing at the Northeast corner of said Government Lot 7; Thence South 00 degrees 38 minutes 51 seconds East, along the East
Course No.	Course Description

Line of said Government Lot 7, 1,226 feet for a point of Beginning.

- 65 Thence South 62 degrees 37 minutes 09 seconds West, 795.62 feet;
- 66 Thence North 89 degrees 21 minutes 09 seconds East, 710.57 feet to the East line of said Government Lot 8, Section 6, Township 30 South, Range 2 East, of the 6th Principal Meridian;
- 67 Thence North 00 degrees 38 minutes 51 seconds West along the East Line of Government Lots 8 and 7, 357.90 feet to the point of Beginning.

EXCEPTED TRACT D:

Except that tract which lies in Section 6, Township 30 South, Range 2 East, of the 6th Principal Meridian

Course No.	Course Description
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- 68 (POB-D) Beginning at a point on the North line of Government Lot 3, in Section 6, Township 30 South, Range 2 East, of the 6th Principal Meridian, point being 2,188.38 feet West of the Northeast corner Of Government Lot 4 in said Section 6;
- 69 Thence Continuing West, along the North line of said government Lot 3, 558.30 feet;
- 70 Thence South, with a deflection angle to the left of 95 degrees 30 minutes 58 seconds, 212.95 feet;
- 71 Thence East with a deflection angle to the left of 84 degrees 29 Minutes 02 seconds, 534.12 feet;
- 72 Thence North, with a deflection angle to the left of 88 degrees 59 Minutes 50 seconds, 212 feet to the point of beginning.

EXCEPTED TRACT E:

Excepting those portions of the K53 Highway right-of-way, the Arkansas river and the County Roads located in Section 1, Township 30 South, Range 1 East of the 6th Principal Meridian, and those Portions located in Section 6, Township 30 South, Range 2 East of The 6th Principal Meridian.

EXCEPTED TRACT F:

Except that tract which lies in Section 1, Township 30 South, Range 1 East, of the 6th Principal Meridian

Course No.	Course Description
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|---------------|---|
| 73 (POB E)... | Beginning at the intersection of line south right of way of Kansas Highway k-53 and the east line of the north south county Road; |
| 74 | Thence Southerly on said East line of said county road to a point Lying 723.2 feet south of said south right of way; |

Course No.	Course Description
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|----|---|
| 75 | Thence Easterly 370 feet, more or less, to the East line of Lot 5, in Section 1, Township 30 South, Range 1 east of the 6 th Principal Meridian, said point being 708.0 feet south of said South right-of-way; |
| 76 | Thence North on the east line of said Lot 5 to said South right-of-way; |
| 77 | Thence West to the point of beginning. |

THE FOLLOWING TRACTS ARE NOT ADJACENT TO OR CONTIGUOUS WITH TRACT I:

TRACT II:

Parcel 1:

Beginning 1,121.99 feet East of the Northwest corner of Section 33, Township 29 South, Range 2 East of the Sixth Principal Meridian, and 50 feet South of the North line of said Section 33 measured perpendicular to said North line, and the Northwest

corner of Lot 1, Waterworks Park Addition, Mulvane, Sedgwick County, Kansas; thence East 207.01 feet on an assumed bearing of North 90 degrees East parallel with and 50 feet South of said North line and the North line of said Lot 1; thence 185.50 feet on a bearing of South 00 degrees 06 minutes East along the East line of said Lot 1 to the Northwesternly right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence 423.29 feet on a bearing of South 29 degrees 21 minutes 30 seconds West along said railroad right-of-way line and the Southeasterly line of said Lot 1; thence 554.50 feet on a bearing of North 00 degrees along the West line of said Lot 1 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, lying Westerly of the AT & SF Railroad right-of-way; beginning at a point on the Westerly AT & SF Railroad right-of-way and 50 feet North of the South line of said quarter; thence Westerly 233 feet parallel to the South line of said quarter; thence Northerly 900 feet parallel to the West line of said quarter; thence Easterly along a line parallel to the South line of said quarter to a point on the Westerly line of the AT & SF Railroad right-of-way; thence Southerly along the Westerly line of the AT & SF Railroad right-of-way to the point of beginning.

Parcel 3:

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 233 feet West of the Westerly AT & SF Railroad right-of-way and 50 feet North of the South line of said quarter; thence Westerly 272 feet parallel to the south line; thence Northerly 900 feet parallel to the West line of said quarter; thence Easterly 272 feet parallel to the South line of said quarter; thence Southerly 900 feet parallel to the West line of said quarter to the point of beginning.

Parcel 4:

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 East and 50 feet North of the Southwest corner of said quarter; thence Easterly and parallel to South line of said quarter 434.6 feet; thence Northerly and along West line of Mulvane Utility Park Addition 500 feet; thence Westerly 434.6 feet, thence Southerly 500 feet to the point of beginning.

Parcel 5:

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 to Mulvane, Sedgwick County, Kansas; 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 550.00 feet to the Point of Beginning; thence North parallel with the West line of said Southwest Quarter, 550.00 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 550.00 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 6:

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 1,481.49 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 1,481.49 feet North of the South line of said Southwest Quarter; thence Westerly 739.28 feet and parallel to the South line of said Southwest Quarter to the Point of Beginning.

AND ALSO:

TRACT III:

Beginning at the Southeast corner of Government Lot 4, Section 6, A parcel of land lying in the Southwest Quarter of Section 29, Township 29 South, Range 2 East, described as follows: Beginning 2096.12 feet East of the Southwest corner of the Southwest quarter of Section 29, Township 29, South, Range 2 East; thence East 232.32 feet; thence North 375 feet; thence West 232.32 feet; thence South 375 feet to the point of beginning, Sedgwick County Kansas.

THE FOLLOWING TRACTS ARE ADJACENT TO AND CONTIGUOUS WITH TRACT I:

TRACT IV:

Parcel 1:

The N $\frac{1}{2}$ of the NE $\frac{1}{4}$, Sec. 31, Twp. 29S, R2E of the 6th P.M., Sedgwick County, Kansas, lying west of the A.T. & S.F. railroad right of way; and, the east 319.36 feet of the N $\frac{1}{2}$, of the NW $\frac{1}{4}$, Sec. 31, Twp. 29S, R2E of the 6th P.M., Sedgwick County, Kansas; and, Government Lot 1 in the N $\frac{1}{2}$ of the NW $\frac{1}{4}$, Sec. 31, Twp. 29S, R2E of the 6th P.M., Sedgwick County, Kansas; EXCEPT the east 319.36 feet thereof.

Parcel 2:

The east 100 feet of Government Lot 2 within the NE $\frac{1}{4}$, Sec. 36, Twp. 29S, R1E, of the 6th P.M., Sedgwick County, Kansas; and, the east 100 feet and the north 100 feet of Government Lot 1 within the NE $\frac{1}{4}$, Sec. 36, Twp. 29S, R1E of the 6th P.M., Sedgwick County, Kansas.

Parcel 3:

The north 100 feet of the west $\frac{1}{2}$ of the NE $\frac{1}{4}$, Sec. 36, Twp. 29S, R1E, of the 6th P.M., Sedgwick County, Kansas.

Parcel 4:

The north 100 feet of the east 600 feet of the NW $\frac{1}{4}$, Sec. 36, Twp. 29S, R1E of the 6th P.M., Sedgwick County, Kansas.

Parcel 5:

The east 100 feet of the south half of the SW $\frac{1}{4}$, Sec. 25, Twp. 29S, R1E, of the 6th P.M., Sedgwick County, Kansas.

Parcel 6:

The east 100 feet of the north half of the SW $\frac{1}{4}$, Sec. 25, Twp. 29S, R1E, of the 6th P.M., Sedgwick County, Kansas.

Parcel 7:

The east 100 feet of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$, Sec. 25, Twp. 29S, R1E, of the 6th P.M., Sedgwick County, Kansas.

Parcel 8:

The east 100 feet of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$, Sec. 25, Twp. 29S, R1E, of the 6th P.M., Sedgwick County, Kansas.

Parcel 9:

The south 100 feet of Government Lot 6 in the SW $\frac{1}{4}$, Sec. 24, Twp. 29S, R1E, of the 6th P.M., Sedgwick County, Kansas.

Parcel 10:

The south 100 feet of Government Lot 5 in the SW $\frac{1}{4}$, Sec. 24, Twp. 29S, R1E, of the 6th P.M., Sedgwick County, Kansas.

Parcel 11:

The south 100 feet of the SE $\frac{1}{4}$, Sec. 23, Twp. 29S, R1E, of the 6th P.M., Sedgwick County, Kansas.

Parcel 12:

A tract 100 ft. wide by 100 ft. long in the NW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 26, Twp. 29S, R1E of the 6th P.M., Sedgwick County, Kansas.

Parcel 13:

The North 100 feet of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26, Township 29 South, Range 1 East of the 6th Principal Meridian, Sedgwick County, Kansas.

Parcel 14:

A Tract in the west half of the NW $\frac{1}{4}$, Sec. 26, Twp. 29S, R1E, of the 6th P.M., Sedgwick County, Kansas described as beginning at the NE Corner thereof; thence south along the east line of said west half of the NW $\frac{1}{4}$ a distance of 100 feet; thence west parallel with the north line of said NW $\frac{1}{4}$, to a point 325 feet east and 100 feet south of the northwest corner of said northwest quarter; thence south parallel with the west line of said NW $\frac{1}{4}$, 484 feet; thence west parallel with the north line of said NW $\frac{1}{4}$, 225 feet; thence south parallel with the west line of said NW $\frac{1}{4}$, to a point on the south line of said NW $\frac{1}{4}$; thence west along the south line of said NW $\frac{1}{4}$, 100 feet to the SW corner of said NW $\frac{1}{4}$; thence north along the west line of said NW $\frac{1}{4}$, to a point 484 feet south of the northwest corner of said NW $\frac{1}{4}$; thence east 225 feet parallel with the north line of said NW $\frac{1}{4}$; thence north parallel with the west line of said NW $\frac{1}{4}$ a distance of 484 feet to a point on the north line of said NW $\frac{1}{4}$; thence east on the north line of said NW $\frac{1}{4}$ to the point of beginning.

Parcel 15:

A tract 100 ft. wide by 100 ft. long in the SE corner of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Sec. 27, Twp. 29S, R1E of the 6th P.M., Sedgwick County, Kansas.

Parcel 16:

The East 100 feet, of the North Half of SE $\frac{1}{4}$, Sec. 27, Twp. 29S, R1E, of the 6th P.M., Sedgwick County Kansas.

Parcel 17:

The East 100 feet, of the South Half of SE $\frac{1}{4}$, Sec. 27, Twp. 29S, R1E, of the 6th P.M., Sedgwick County Kansas.

Parcel 18:

The east 100 feet, and the south 100 feet of the NE $\frac{1}{4}$, Sec. 34, Twp. 29S, R1E of the 6th P.M., Sedgwick County, Kansas.

Parcel 19:

The east 100 feet of the SW $\frac{1}{4}$, Sec. 34, Twp. 29S, R1E of the 6th P.M., Sedgwick County, Kansas.

Parcel 20:

All of Lot 2 of Section 3, Township 30 South, Range 1 East of the 6th PM, Sumner County, Kansas.

Parcel 21:

Beginning at a point on the East line, 65 feet South of the Northeast corner of the Northeast Quarter of Section 4, Township 30 South, Range 1 East of the 6th P.M., Sumner County, Kansas; thence South 0 deg. 00 min. East (assumed) along the East line of said Quarter Section, 321.08 feet to a point 1279 feet North of the Southeast corner of said Quarter Section; thence North 88 deg. 29 min. 18 sec. West, 683.12 feet; thence South 0 deg. 09 min. 15 sec. East, 1287.91 feet to the North line of the Southeast Quarter of said Section; thence North 89 deg. 13 min. 53 sec. West, along the North line of said Southeast Quarter, 1066.51 feet to an existing iron pin on the East right of way of the Kansas Turnpike; thence North 0 deg. 05 min. 43 sec. East, 1604.53 feet to an existing iron pin on the East right of way of the Kansas Turnpike; thence North 80 deg. 37 min. 14 sec. East, 252.99 feet to an existing iron pin on the East right of way of the Kansas Turnpike; thence South 87 deg. 21 min. 04 sec. East, along the South right of way of Highway #53, 1495.14 feet to the point of beginning, EXCEPT Lot 1, Storey Addition, Sumner County, Kansas.

Parcel 22:

A tract of land in Government Lot 6, Section 4, Township 30 South, Range 1 East of the 6th P.M., Sumner County, Kansas being more particularly described as follows: Beginning at the Northeast corner of the Southeast Quarter of said Section 4; thence West on the North line of said Southeast Quarter, a distance of 679.47 feet; thence North, with an interior angle of 90 deg. 08 min. 11 sec., a distance of 1287.91 feet, more or less, to an iron bar; thence East, with an interior angle of 89 deg. 06 min. 59 sec., a distance of 683.12 feet, more or less, to the intersection with the East line of Government Lot 6; thence South, on said East line, a distance of 1279.00 feet, more or less, to the point of beginning, and is subject to public right of way on the East.

Parcel 23:

Lot 1, Storey's Addition, Sumner County, Kansas.

Parcel 24:

A tract of land described as KTA Tract No. 5-40A, in Section Four (4), Township Thirty (30) South, Range One (1) East of the Sixth Principal Meridian, Sumner County, Kansas described as follows: Commencing at the Northwest corner of Government Lot One, (1); thence South, along the west line of Government Lot one (1); on an assumed bearing of South 0 degrees 16' 10" East, 256.1 +/- feet to the Southwest corner of Government Lot 1; thence South 87 degrees 48' 49" east along the South line of Government Lot One (1), 319.67 feet to the point of beginning on the East right of way line of the Kansas Turnpike; thence North 0 degrees 00'00" East, along said right-of-way line 190.8' +/- feet to the South right-of-way line of State Highway K-53; thence South 87 degrees 24'33" East, along Said right-of-way line, 136.03 feet; thence South 86 degrees 27'19" East along said right-of-way line, 300.03

feet; thence South 87 degrees 24'33" East, along said right-of-way line, 390.05 feet; thence South 80 degrees 28'28" West, 253.50 feet; thence South 0 degrees 00'00" East, 128.5 +/- feet to the South line of Government Lot One (1); thence North 87 degrees 48'49" West, along Said South line 575.42 feet to the point of beginning.

Parcel 25:

A tract of land described as KTA Tract No. 5-40, in Section 4, Township 30 South, Range 1 East of the 6th P.M., Sumner County Kansas, described as follows: Commencing at the Northwest corner of Government Lot 1 of said section; thence South along the West line of Government Lot 1 on an assumed bearing of South 0 degrees 16'10" East 256.1 +/- feet to the Northwest corner of Government Lot 5, thence South 87 degrees 48'49" East along the North line of Government Lot 5, 319.67 feet to the point of beginning on the East right-of-way line of the Kansas Turnpike; thence South 0 degrees 00'00" East along said right of way line, 1491.2 +/- feet to the south line of Government Lot 5; thence South 89 degrees 18'48" East along said south line 575.04 feet; thence North 0 degrees 00'00" East, 1476.1 +/- feet to the north line of Government Lot 5; thence North 87 degrees 48' 49" West along said North Line, 575.42 feet to the point of beginning.

Parcel 26:

A strip of Land 300 feet in width being 150 feet on each side of a centerline on Governments Lots 1 and 5 Section 4, Township 30 South, Range 1 East of the 6th P.M., Sumner County, Kansas, described as follows; Beginning at a point on the North line of said Lot 1, Section 4, 170.76 feet East of the Northwest corner of said Lot 1, Section 4, being Station 4161+35.09 on the centerline survey of the Kansas Turnpike; thence South along said centerline making an angle of 87 degrees 20 minutes with the north line of the Northeast quarter of said Section 4 a distance of 1755.1 feet more or less to the south line of said Lot 5, Section 4, Subject to State Highway.

Parcel 27:

A tract of land described as KTA Tract No. 5-41, in Section 4, Township 30 South, Range 1 East of the 6th P.M., Sumner County Kansas, described as follows: Commencing at the Northwest corner of the Southeast quarter of said section; thence east, along the North line of said quarter, on an assumed bearing of South 89 degrees 18'48" East, 312.39 feet to the point of beginning on the East right-of-way of the Kansas Turnpike; thence South 0 degrees 00'00" East along said right of-way line, 557.29 feet; thence North 46 degrees 15'07" East, 795.98 feet to the north line of said quarter; thence North 89 degrees 18'48" west along said North line, 575.04 feet to the point of beginning.

Parcel 28:

A tract of land described as KTA Tract No. 5-40B, in Section 4, Township 30 South, Range 1 East of the 6th P.M., Sumner County Kansas, described as follows: Commencing at the Northwest corner of Government Lot One (1); thence east, along the north line of said Government Lot One on an assumed bearing of South 87 degrees 19'34" East, 20.65 feet to the West right-of-way of the Kansas Turnpike extended; thence South 0 degrees 00'00" East, along said right-of-way line, 741.70 feet to the point of beginning; thence

South 0 degrees 00'00" East along said right-of-way line 1014.11 feet to the south line of Government Lot Five (5); thence North 89 degrees-18'48" West, 12.39 feet to the southwest corner of Government Lot Five (5); thence North 0 degrees 16'10" West, along the west line of Government Lot Five (5), 992.20 feet to a point 764.44 feet south of the North Quarter Corner of said Section; thence North 38 degrees 04'22" East, 27.65 feet to the point of beginning.

Parcel 29:

The North One Thousand Thirty-six and five one hundredths (1036.05) feet of the following described tract: A strip of land 300 feet in width being 150 feet on each side of a centerline in the Southeast quarter of Section 4 Township 30 South, Range One East of the 6th P.M., Sumner County Kansas, described as follows: Beginning at a point on the South line of said Section 4, 149.58 feet east of the Southwest corner of the Southeast Quarter of said Section 4, being Station 4117+17.27 of the centerline survey of the Kansas Turnpike; thence north along said centerline a distance of 2662.7 feet to the north line of the southeast quarter of said Section 4; being 162 feet east more or less from the northwest corner of said Southeast quarter of Section 4, also that portion of said Southeast quarter of Section 4 lying between the 300 foot strip and the west line of said southeast quarter of Section 4 and except that portion of the 300 foot strip lying west of the west line of said southeast quarter of Section 4.

Parcel 30:

A tract of land described as KTA Tract No. 5-40C, in Section 4, Township 30 South, Range 1 East of the 6th P.M., Sumner County Kansas, described as follows: Beginning at a point on the east line of Government Lot Four (4), 764.44 feet south of the Northwest corner of Government Lot One (1); thence South along said east line, on an assumed bearing of South 0 degrees 16'10" East, 992.20 feet to the southeast corner of Government Lot Four (4); thence North 89 degrees 18'48" West, along the South Line of Government Lot Four (4), 457.65 feet; thence North 0 degrees 00'00" East 408.47 feet; thence North 38 degrees 04'22" east, 734.52 feet to the point of beginning.

Parcel 31:

A tract of land described as KTA Tract No. 5-42 in Section Four (4), Township Thirty (30) South, Range One (1) East of the Sixth Principal Meridian, Sumner County, Kansas described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Section; thence north, along the east line of Said Quarter on an assumed bearing of North 0 degrees 16'10" West, 1632.71 feet to the point of beginning; thence North 90 degrees 00' 00" West, 462.48 feet; thence North 0 degrees 00' 00" East, 1041.53 feet to the North Line of the Southwest Quarter of said Section; thence South 89 degrees 18' 48" East along said north line, 457.65 feet to the east line of said quarter of said section; thence South 0 degrees 16' 10" East along said East line 1036.05 feet to the point of beginning.

Parcel 32:

Beginning at a point on the North line of Government Lot 1 in Section 4, Township 30 South, Range 1 East of the 6th P.M., Sumner County, Kansas, said point being 20.65 feet East of the Northwest

corner of said Lot 1; thence South along the Kansas Turnpike Right of Way line, a distance of 741.70 feet on an assumed bearing of South 0 deg. 07 min. 15 sec. West; thence South 38 deg. 11 min. 51 sec. West, a distance of 27.65 feet to a point on the East line of Government Lot 4; thence continuing along said line a distance of 734.52 feet; thence South 0 deg. 07 min. 45 sec. West, a distance of 408.47 feet to a point on the South line of said Lot 4; thence North 89 deg. 10 min. 38 sec. West along said South line, a distance of 861.24 feet to the Southwest corner of said Lot 4; thence North along the West line of said Lot 4, a distance of 1537.49 feet to the Northwest corner of said Lot 4; thence South 87 deg. 40 min. 09 sec. East, a distance of 1320.05 feet to the Northeast corner of said Lot 4; thence North along the West line of Government Lot 1, a distance of 254.10 feet to the Northwest corner of said Lot 1; Thence East 20.65 feet to the point of beginning, EXCEPT a tract commencing at the Northeast corner of Government Lot 2, in Section 4, Township 30 South, Range 1 East of the 6th P.M., Sumner County, Kansas; thence South along the East line of said Lot 2, and with an assumed bearing of South 00 deg. 08 min. 24 sec. East, a distance of 254.10 feet to the Southeast corner of said Lot 2, said point being also the Northeast corner of Government Lot 4 in said Section 4; thence North 87 deg. 40 min. 09 sec. West, along the common line between Government Lots 2 and 4, a distance of 50.56 feet to the point of beginning; thence continuing North 87 deg. 40 min. 09 sec. West along the common line between said Lots 2 and 4, a distance of 1,269.49 feet to the Northwest corner of Government Lot 4 in said Section 4; thence South 00 deg. 08 min. 42 sec. East, along the West line of Government Lot 4, a distance of 11.11 feet; thence South 87 deg. 40 min. 09 sec. East, a distance of 1,269.44 feet; thence North 00 deg. 07 min. 15 sec. East, a distance of 11.11 feet to the point of beginning.

Parcel 33:

Commencing at the Northeast corner of Government Lot 2, in Section 4, Township 30 South, Range 1 East of the 6th P.M., Sumner County, Kansas; thence South along the East line of said Lot 2, and with an assumed bearing of South 00 deg. 08 min. 24 sec. East, a distance of 60.06 feet to the point of beginning; thence continuing South 00 deg. 08 min. 24 sec. East, a distance of 194.04 feet to the Southeast corner of said Lot 2; thence North 87 deg. 40 min. 09 sec. West, along the South line of said Lot 2, a distance of 50.56 feet; thence North 00 deg. 07 min. 15 sec. East, a distance of 194.06 feet to a point in the South line of Kansas Highway #53 right of way; thence South 87 deg. 35 min. 51 sec. East, along said right of way, a distance of 49.68 feet to the point of beginning.

Parcel 34:

Lots 2 and 3, Section 4, Township 30 South, Range 1 East of the 6th P.M. Sumner County, Kansas, except a tract deeded for Highway purposes in Deed Book 158, Page 143, and, except a tract commencing at the Northeast corner of Government Lot 2, in Section 4, Township 30 South, Range 1 East of the 6th P.M., Sumner County, Kansas; thence South along the East line of said Lot 2, and with an assumed bearing of South 00 deg. 08 min. 24 sec. East, a distance of 60.06 feet to the point of beginning; thence continuing South 00 deg. 08 min. 24 sec. East, a distance of 194.04 feet to the Southeast corner of said Lot 2; thence North 87 deg. 40 min. 09 sec. West, along the South line of said Lot 2, a distance of 50.56 feet; thence North 00 deg. 07 min. 15 sec.

East, a distance of 194.06 feet to a point on the South line of Kansas Highway #53 right of way; thence South 87 deg. 35 min. 51 sec. East, along said right of way, a distance of 49.68 feet to the point of beginning.

Parcel 35:

A tract commencing at the Northeast corner of Government Lot 2, in Section 4, Township 30 South, Range 1 East of the 6th P.M., Sumner County, Kansas; thence South along the East line of said Lot 2, and with an assumed bearing of South 00 deg. 08 min. 24 sec. East, a distance of 254.10 feet to the Southeast corner of said Lot 2, said point being also the Northeast corner of Government Lot 4 in said Section 4; thence North 87 deg. 40 min. 09 sec. West, along the common line between Government Lots 2 and 4, a distance of 50.56 feet to the point of beginning; thence continuing North 87 deg. 40 min. 09 sec. West along the common line between said Lots 2 and 4, a distance of 1,269.49 feet to the Northwest corner of Government Lot 4 in said Section 4; thence South 00 deg. 08 min. 42 sec. East, along the West line of Government Lot 4, a distance of 11.11 feet; Thence South 87 deg. 40 min. 09 sec. East, a distance of 1,269.44 feet; thence North 00 deg. 07 min. 15 sec. East, a distance of 11.11 feet to the point of beginning.

Parcel 36:

The Southwest Quarter of Section 4, Township 30 South, Range 1 East of the 6th P.M., Sumner County, Kansas, EXCEPT tracts condemned and deeded for turnpike and EXCEPT tracts deeded for Highway purposes.

Parcel 37:

Lots 1, 5 and 6, in Section 5, Township 30 South, Range 1 East of the 6th P.M., Sumner County, Kansas, EXCEPT that part deeded for highway purposes; and EXCEPT that part of Lot 5 described as: Commencing at the Southwest corner of Lot 5, Section 5, Township 30 South, Range 1 East, running north 20 feet; thence Southeast to South line of said Lot, 20 feet from said above described corner; thence West to beginning.

Parcel 38:

The West half of the Southeast Quarter of Section 5, Township 30 South, Range 1 East of the 6th P.M., EXCEPT beginning at the Southwest corner of the West Half of the Southeast Quarter of Section 5, Township 30 South, Range 1 East; thence Northerly along the West line of said West Half of Southeast Quarter, a distance of 258.71 feet; thence Easterly parallel to the South line of said West Half of the Southeast Quarter, a distance of 258.71 feet; thence Southerly parallel to the West line of said West Half of Southeast Quarter, a distance of 258.71 feet; thence Westerly along South line of said West Half of the Southeast Quarter, a distance of 258.71 feet to the point of beginning, in Sumner County, Kansas.

Parcel 39:

The south 25 feet of the Southwest Quarter of Section 4, Township 30 South, Range 1 East of the Sixth Principal Meridian, Sumner County, Kansas, EXCEPT the existing right of way for US 81 Highway.

Parcel 40:

A tract of land lying in the Southwest Quarter of Section 4, Township 30 South Range 1 East of the Sixth Principal Meridian, Sumner County, Kansas, said tract of land being described in Condemnation Case Number 20481 as: Beginning at the Southeast Corner of said Southwest Quarter; thence West along the south line of said Southwest Quarter, 750.42 feet; thence North at right angles to said south line, 30 feet; thence Northeasterly 751.6 feet, more or less, to a point on the east line of said Southwest Quarter; thence South along said east line, 71.8 feet, more or less, to the Point of Beginning, EXCEPT the south 25 feet thereof.

Parcel 41:

The north 25 feet of the Northwest Quarter of Section 9, Township 30 South, Range 1 East of the Sixth Principal Meridian, Sumner County, Kansas, EXCEPT the existing right of way for US 81 Highway.

Parcel 42:

A tract of land lying in the Northwest Quarter of Section 9, Township 30 South, Range 1 East of the Sixth Principal Meridian, Sumner County, Kansas, said tract of land being described in Condemnation Case Number 20481 as: Beginning at the Northeast Corner of said Northwest Quarter; thence West along the north line of said Northwest Quarter, 750.42 feet; thence South at right angles to said north line, 30 feet; thence Southeasterly 751 feet, more or less, to a point on the east line of said Northwest Quarter; thence North along said east line, 58 feet, more or less, to the Point of Beginning, EXCEPT the north 25 feet thereof.

Parcel 43:

The Northwest Quarter of Section 9, Township 30 South, Range 1 East of the 6th P.M., Sumner County, Kansas.

Parcel 44:

A tract in the East Half of the Southeast Quarter (E/2 SE/4) of Section Five (5), Township Thirty (30) South, Range One (1) East, Sumner County, Kansas, described as follows: Beginning at a point 1091.00 feet North and 60.33 feet West of the section corner of Sections 4, 5, 8 and 9, Township 30 South, Range 1 East of the Sixth Principal Meridian, thence West 564.15 feet, thence North 347.46 feet, thence East 564.15 feet, thence South 347.46 feet to the place of beginning, except any portion thereof included in any highway and/or road right of way.

Parcel 45:

The South 497.00 feet of the West 732.01 feet of the Southwest Quarter of Section 36, Township 29 South, Range 1 East, of the 6th Principle Meridian, Sedgwick County, Kansas, except any portion thereof included in any highway and/or road right of way.

APPROVED this _____ day of _____, 2023

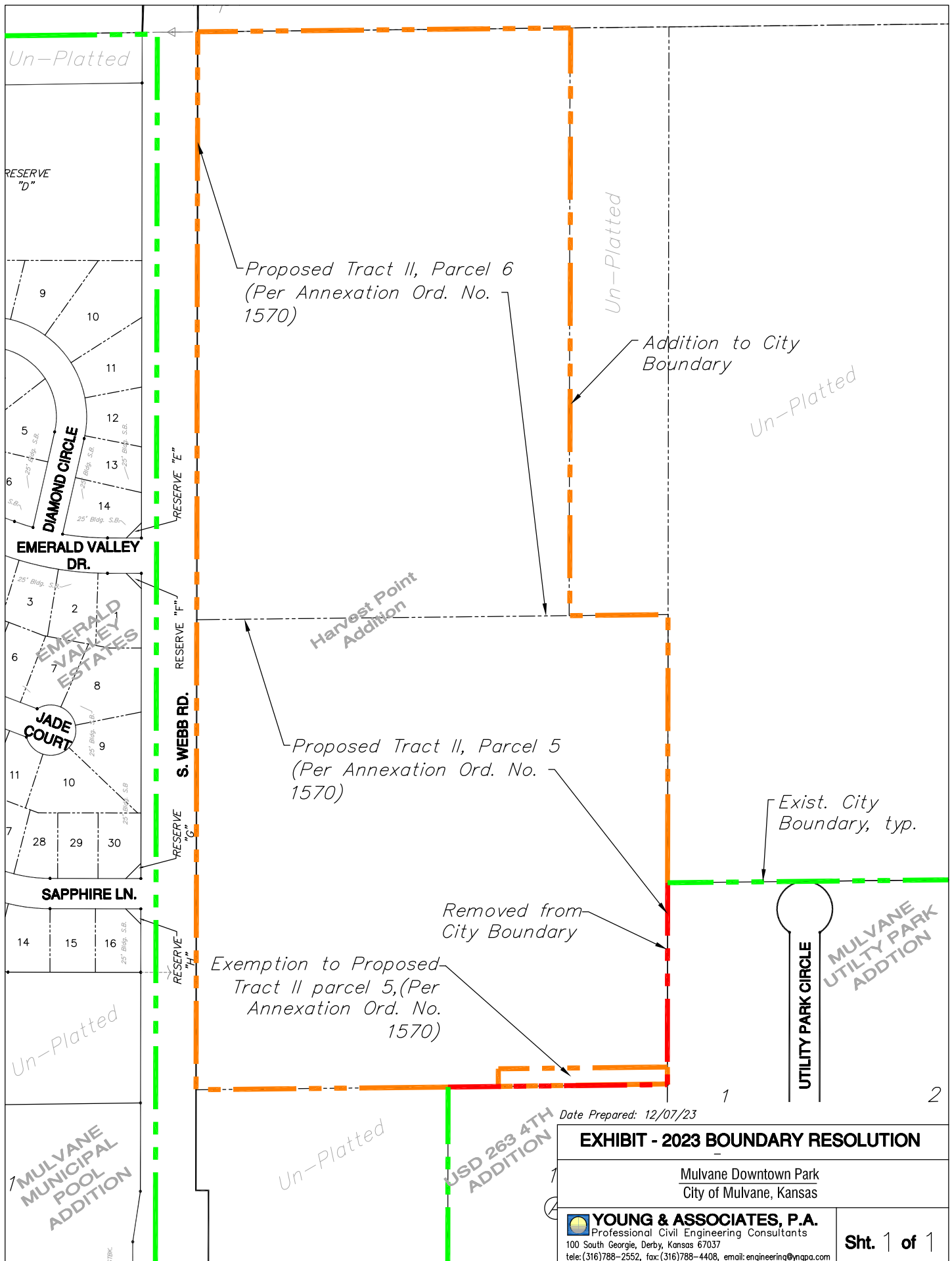
CITY OF MULVANE, KANSAS

(SEAL)

Shelly Steadman, Mayor

Attest:

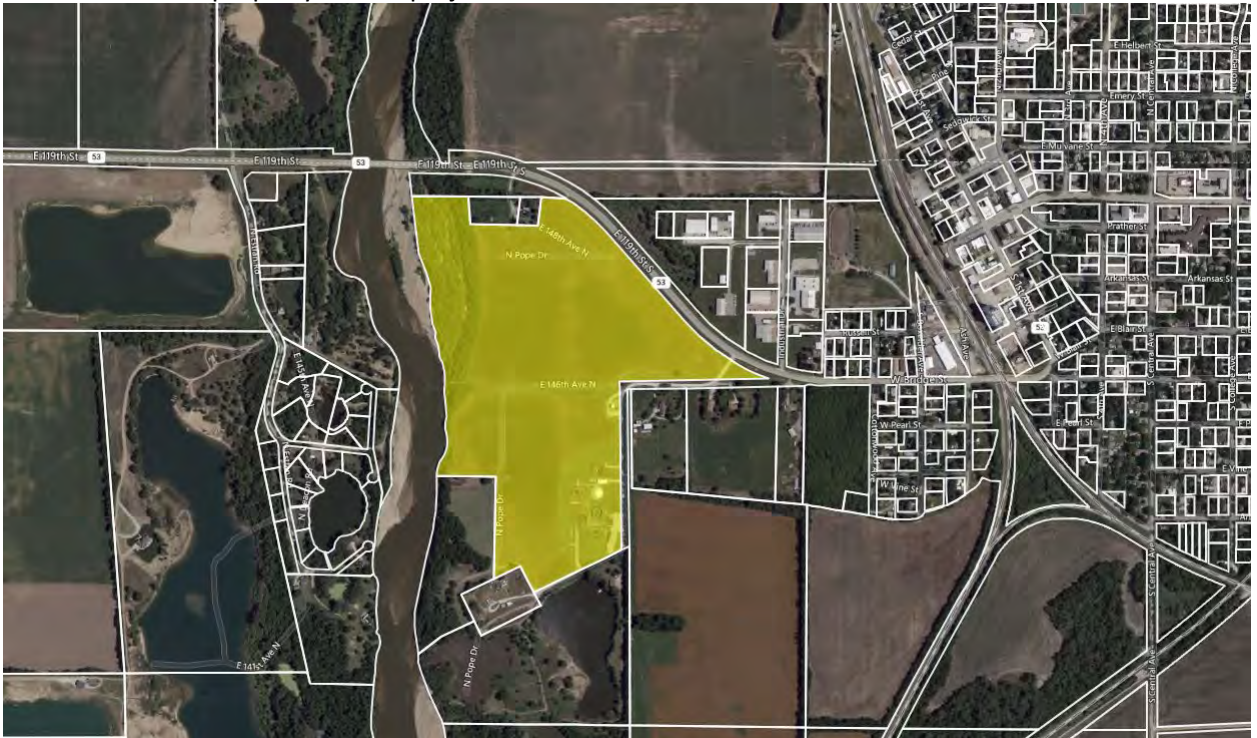
Debra M. Parker, City Clerk



City Administrator's Report
12/18/2023

1. KPP Solar Array Update

James Ging with KPP Energy contacted me regarding the proposed solar array for the city of Mulvane. Currently, KPP is only looking at using the city owned land next to the wastewater treatment plant. Even though the land is in the flood plain, James did not think it was going to be an issue. There are some issues that we will have to wade through, including zoning and approval from FEMA for the use of the land. On December 14th, Priority Power (contracted through KPP Energy) was scheduled to do an ALTA Survey and LiDAR Survey to continue the evaluation of the property for the project.



2. Support for Future Funding to Fight Homelessness

Included is a memo regarding a request for support of future funding to help solve homelessness in the Sedgwick County area and across the state. I received a request for support from Representative Leah Howell regarding a letter to the governor, which has most likely been submitted by now. The request is now to support future opportunities to increase funding for homeless infrastructure.

Pages: 68-72

CITY COUNCIL MEETING

December 18, 2023

TO: Mayor and City Council
SUBJECT: Homelessness Infrastructure Funding in State Budget
FROM: Austin St. John, City Administrator
ACTION: Support of Homeless Infrastructure Funding in the State Budget

Background: State Representative Leah Howell is asking the city of Mulvane to show support for a request to Governor Laura Kelly to put \$50 million in her budget for homeless infrastructure. This request comes with the history of the issue of homelessness in the Sedgwick County area as well as some insight into the issue of homelessness in other large communities. Representative Howell is asking if the city of Mulvane could formally support the request that is being sent to the governor.

The letter for this request has already been sent to the governor. In the draft it shows the city of Mulvane, but more than likely in the final copy it was not included. I am requesting the council formally adopt a position to support future requests of this nature, that support new funding for homelessness infrastructure.

Financial Considerations: Increased funding could be focused in the Sedgwick County area to help with those who might be homeless, trying to get away from domestic abuse or human trafficking. The request is not asking for any financial contribution from the city of Mulvane.

Recommendations/Action:

Motion to support future requests for additional funding for homeless infrastructure.

Update of History Discussing Resolution of Homeless Issues in Sedgwick County

- The plight of homeless citizens in the Wichita region has gone on for decades.
- Chronic homelessness has impact on human dignity of people, economic development of affected areas, and public safety implications.
- In June 2001, Bishop Eugene Gerber and the Catholic Diocese of Wichita broke ground on the Lord's Diner facility at the intersection of Central and Broadway. This facility has been funded and operated by private citizens of the community for the past 22 years.
- The privately funded HumanKind (formerly Interfaith Ministries) has expanded their campus in the 10th and Market streets (downtown area) and serves a number of this population. In the last month, HumanKind, the City of Wichita and Sedgwick County have formed a partnership to open a temporary emergency shelter within Wichita.
- Many of the chronic homeless on Wichita streets come from small towns and other counties surrounding Sedgwick due to the services provided in this community. Lawrence, Topeka, and Salina also experience chronic homelessness with the same dynamics.
- Post COVID, the number of homeless and associated "encampments" has expanded throughout Wichita with a main nexus in the core six blocks of the city.
- The Wichita/Sedgwick County task force to end homelessness was initiated in 2022. The task force includes local elected officials, non-profit, education, and the private business sector.
- Access to affordable housing continues to be a barrier for a significant number of Kansans and is a barrier to recovery and stability for so many individuals in our state. The average cost of rent in the state of Kansas has increased by over 4% from 2022-2023. Our community in Sedgwick County alone had more than 702 individuals and families in 2023 that are homeless, living on the streets, in homeless shelters or in transitional "temporary" housing according to our Point in Time Count.
- In 2022, 48 unhoused individuals died in Sedgwick County.
- In 2023, the City of Wichita announced plans for a Multi-Agency Center (MAC) to provide the following all in one location:
 - Congregate shelter
 - Non-congregate shelter
 - Resource Center with wrap around service availability
 - 150 housing units
- Currently there is \$20M in local and federal government funding designated to the MAC project. An architectural firm is currently designing the campus.
- **There is a \$22M gap shortfall in funding the remainder of the physical MAC campus within Wichita.**
- In October 2023, the Sedgwick County Commission convened meetings with a bipartisan group of state senators and representatives from the region and the City of Wichita to discuss the issue.
- Sedgwick County and this group of bipartisan legislators stand united that State government has a role to play in helping to solve the problem of homelessness within their streets.

- The City of Wichita, Sedgwick County, and all cities within Sedgwick County support creation of a one-time fund – available via grant or application – supplied by the State of Kansas budget surplus to assist with needed infrastructure buildout of shelters or facilities to help end the plight of homelessness. Ongoing and continued operations of these facilities must fall upon the local governments as well as the faith and business communities within the county.

12/1/2023

DRAFT

December 1, 2023

The Honorable Laura Kelly

Governor, State of Kansas

State Capitol, 300 SW 10th Ave., Ste 241S

Topeka, KS 66612-1590

Dear Governor Kelly:

As you begin the process of drafting the State Fiscal Year 2025 Budget, we respectfully request consideration for local municipalities in our state to receive \$50 million in state funding through a state grant match program to address local homelessness infrastructure.

In Sedgwick County, this grant funding will help the City of Wichita move toward creating a Multi-Agency Center (MAC) which will be a one stop shop for people experiencing anything from homelessness to domestic violence and human trafficking.

As part of this request, we will ask the Kansas Legislature to support legislation that can assist with barriers to access of housing such as adopting source of income discriminations protections and adopting statutes that allow civil eviction records to be sealed after a set period. We will also work to reinstate the Kansas Interagency Council on Homelessness to ensure all levels of state and local governments are working in unison with HUD's Continuum of Care communities so that all Kansans have safe, stable, accessible, and affordable homes.

We, the undersigned, believe with the support of the State we will be able to address this issue of homelessness. We look forward to working with you and your administration on this issue.

Sedgwick County

City of Wichita

South Central Kansas Delegation

Congressman Estes, Moran, Marshall

Sedgwick County Association of Cities:

Andale

Bel Aire

Bentley

Cheney

Clearwater

Colwich

Derby

Eastborough

Garden Plain

Goddard

Haysville

Kechi

Maize

Mt. Hope

Mulvane

Park City

Sedgwick

Valley Center

Viola

Wichita Chamber of Commerce

GWP

REAP

SACK

Ascension Via Christi

COMCARE

HealthCore Clinic

Continuum of Care

City of Andover

City of Lawrence

City of Topeka

City of Salina

City of Hutchinson

Johnson County

Agenda Section - Attorney

December 18, 2023 Executive Session Script

BEFORE:

Mayor: I would entertain a motion to recess this meeting to an Executive Session for the purpose of:

- (1) Justification - Discussion of matters involving nonelected personnel pursuant to K.S.A. 75-4319(b)(1);
- (2) Purpose – Personnel Issue.

For a period not to exceed 10 minutes, said regular meeting to reconvene in open session at approximately _____ p.m.

Said Executive Session to include the Mayor, City Council, City Administrator, and the City Attorney.

Motion by _____, second by _____, Vote.

AFTER:

Mayor: I would now entertain a motion to reconvene the regular meeting of the City Council.

Motion by _____, second by _____ to reconvene the City Council meeting.
Motion approved unanimously.

Mayor: Let the record reflect that no decisions were made during the Executive Session.

NEXT AGENDA ITEM



Mulvane, KS

Check Report

By Check Number

Date Range: 11/01/2023 - 11/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK-POOL						
10497	ADVANTAGE COMMUNICATIONS INC	11/09/2023	Regular	0.00	82,312.80	60370
01041	ALL COVERED	11/09/2023	Regular	0.00	6,616.88	60371
00022	APAC-KANSAS, INC., - SHEARS DIVISION	11/09/2023	Regular	0.00	222.28	60372
10571	APEX EXCAVATING LLC	11/09/2023	Regular	0.00	124,222.71	60373
00027	AT&T	11/09/2023	Regular	0.00	184.51	60374
00043	BIG TOOL STORE LLC	11/09/2023	Regular	0.00	17.49	60375
00051	BRENNTAG SOUTHWEST, INC	11/09/2023	Regular	0.00	17,949.80	60376
00071	CENTRAL POWER SYS & SERV INC	11/09/2023	Regular	0.00	613.65	60377
00101	CHRISTOPHER DAVIS	11/09/2023	Regular	0.00	600.00	60378
00080	CITY OF MULVANE-UTILITIES	11/09/2023	Regular	0.00	15,921.34	60379
00170	CORE & MAIN	11/09/2023	Regular	0.00	400.00	60380
00092	COX COMMUNICATIONS	11/09/2023	Regular	0.00	3,384.49	60381
00092	COX COMMUNICATIONS	11/09/2023	Regular	0.00	104.41	60382
10223	CRH COFFEE INC	11/09/2023	Regular	0.00	154.80	60383
00461	EVERGY	11/09/2023	Regular	0.00	5,777.81	60384
00134	FAMILY MEDCENTERS PA	11/09/2023	Regular	0.00	206.00	60385
10348	FLEXIBLE BENEFIT SERVICE CORPORATION	11/09/2023	Regular	0.00	268.00	60386
00145	FOUR STATE MAINTENANCE SUPPLY INC	11/09/2023	Regular	0.00	78.28	60387
10453	FREDERICK A BOLTON	11/09/2023	Regular	0.00	285.00	60388
00149	GALAXIE BUSINESS EQUIPMENT, INC.	11/09/2023	Regular	0.00	71.50	60389
00150	GALL'S INC.	11/09/2023	Regular	0.00	25.81	60390
00152	GARNETT AUTO SUPPLY, INC.	11/09/2023	Regular	0.00	570.28	60391
10364	GOEDECKE SURVEYING, LLC	11/09/2023	Regular	0.00	400.00	60392
00160	GRAINGER, W.W. INC.	11/09/2023	Regular	0.00	214.20	60393
00438	HD SUPPLY, INC.	11/09/2023	Regular	0.00	79.75	60394
00174	HI-TECH CONTROLS INC	11/09/2023	Regular	0.00	4,368.75	60395
00254	JAMES LARRY LINN, ATTY AT LAW	11/09/2023	Regular	0.00	2,000.00	60396
09833	JCI INDUSTRIES, INC	11/09/2023	Regular	0.00	13,305.00	60397
10391	JOY KAY WILLIAMS	11/09/2023	Regular	0.00	2,000.00	60398
00209	KANSAS GAS SERVICE	11/09/2023	Regular	0.00	500.79	60399
00226	KANSAS STATE TREASURER	11/09/2023	Regular	0.00	1,506.50	60400
00238	KISTLER TIRE & AUTO LLC	11/09/2023	Regular	0.00	30.00	60401
10552	KONICA MINOLTA BUSINESS SOLUTIONS	11/09/2023	Regular	0.00	493.66	60402
00243	KROGER-DILLONS CUSTOMER CHARGE	11/09/2023	Regular	0.00	302.51	60403
00249	LEAGUE OF KS. MUNICIPALITIES	11/09/2023	Regular	0.00	200.00	60404
00252	LIFE-ASSIST, INC.	11/09/2023	Regular	0.00	1,199.50	60405
09913	MABCD	11/09/2023	Regular	0.00	3,307.97	60406
00266	MCKEE CLEAR SERVICE SOLUTIONS INC	11/09/2023	Regular	0.00	50.00	60407
00195	MCWI BENTURES LLC	11/09/2023	Regular	0.00	104.80	60408
01163	MOTOROLA SOLUTIONS, INC.	11/09/2023	Regular	0.00	895.20	60409
00297	MYRON CORPORATION	11/09/2023	Regular	0.00	2,929.50	60410
10349	NATHAN WERTH	11/09/2023	Regular	0.00	1,034.28	60411
01300	NOWAK CONSTRUCTION CO., INC.	11/09/2023	Regular	0.00	113,022.90	60412
00307	O'REILLY AUTO ENTERPRISES LLC	11/09/2023	Regular	0.00	2,048.23	60413
	Void	11/09/2023	Regular	0.00	0.00	60414
	Void	11/09/2023	Regular	0.00	0.00	60415
	Void	11/09/2023	Regular	0.00	0.00	60416
00313	P.B. HOIDALE CO INC	11/09/2023	Regular	0.00	378.11	60417
00323	PETTY CASH-CITY OF MULVANE	11/09/2023	Regular	0.00	4,092.28	60418
	Void	11/09/2023	Regular	0.00	0.00	60419
10461	QUADIENT FINANCE USA, INC.	11/09/2023	Regular	0.00	300.00	60420
00340	QUILL CORPORATION	11/09/2023	Regular	0.00	476.02	60421
00112	RK BLACK INC	11/09/2023	Regular	0.00	49.46	60422
00104	RODNEY L SCHUMOCK	11/09/2023	Regular	0.00	270.00	60423

Check Report

Date Range: 11/01/2023 - 11/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10495	RUSH TRUCK CENTERS OF KANSAS, INC.	11/09/2023	Regular	0.00	1,503.45	60424
00370	SALISBURY SUPPLY COMPANY, INC.	11/09/2023	Regular	0.00	159.99	60425
00372	SAMS CLUB	11/09/2023	Regular	0.00	580.46	60426
00385	SHIRTS PLUS INC	11/09/2023	Regular	0.00	653.00	60427
10589	SNODGRASS & SONS CONSTRUCTION CO., INC.	11/09/2023	Regular	0.00	198,420.28	60428
00401	STANION WHOLESALE ELECTRIC CO INC OF	11/09/2023	Regular	0.00	4,359.29	60429
00443	VERIZON WIRELESS	11/09/2023	Regular	0.00	80.02	60430
00443	VERIZON WIRELESS	11/09/2023	Regular	0.00	281.52	60431
10183	WASTE MANAGEMENT	11/09/2023	Regular	0.00	943.76	60432
00479	YOUNG & ASSOCIATES, P. A.	11/09/2023	Regular	0.00	1,564.25	60433
00463	BERRY COMPANIES INC	11/16/2023	Regular	0.00	188.01	60434
10494	BTAC HOLDING CORP	11/16/2023	Regular	0.00	2,350.19	60435
10499	CENTER POINT, INC.	11/16/2023	Regular	0.00	143.82	60436
00168	DON HATTAN CHEVROLET, INC.	11/16/2023	Regular	0.00	2,227.92	60437
01078	EMC INSURANCE COMPANIES	11/16/2023	Regular	0.00	126.00	60438
01078	EMC INSURANCE COMPANIES	11/16/2023	Regular	0.00	1.00	60439
00145	FOUR STATE MAINTENANCE SUPPLY INC	11/16/2023	Regular	0.00	311.69	60440
10218	INTERLINGUAL INTERPRETING SERVICES	11/16/2023	Regular	0.00	343.41	60441
00030	JOHN DEERE FINANCIAL	11/16/2023	Regular	0.00	99.96	60442
10465	JUMPSTART	11/16/2023	Regular	0.00	1,714.00	60443
00217	KANSAS ONE-CALL SYSTEM, INC.	11/16/2023	Regular	0.00	152.40	60444
00140	KENNETH FLEMING	11/16/2023	Regular	0.00	213.75	60445
10326	Konica Minolta Premier Finance	11/16/2023	Regular	0.00	139.30	60446
00247	LABORATORY CORP OF AMERICA HOLDINGS	11/16/2023	Regular	0.00	65.25	60447
00252	LIFE-ASSIST, INC.	11/16/2023	Regular	0.00	1,000.50	60448
09913	MABCD	11/16/2023	Regular	0.00	1,629.07	60449
00388	MARC D SIMON	11/16/2023	Regular	0.00	458.50	60450
01219	MERIDIAN ANALYTICAL LABS LLC	11/16/2023	Regular	0.00	4,041.00	60451
10022	MIDWEST MOTOR SUPPLY CO. INC	11/16/2023	Regular	0.00	198.86	60452
10500	MIDWEST TAPE, LLC.	11/16/2023	Regular	0.00	471.03	60453
00283	MULVANE COOPERATIVE UNION	11/16/2023	Regular	0.00	3,571.05	60454
00283	MULVANE COOPERATIVE UNION	11/16/2023	Regular	0.00	5,916.80	60455
10091	MULVANE REC CENTER	11/16/2023	Regular	0.00	510.00	60456
10185	NATIONAL SCREENING BUREAU	11/16/2023	Regular	0.00	50.50	60457
00310	OMNI SERVICES GROUP LLC	11/16/2023	Regular	0.00	1,988.46	60458
10371	PB PARENT HOLDCO, LP	11/16/2023	Regular	0.00	50.00	60459
09985	PETER A. MACKINNEY	11/16/2023	Regular	0.00	2,480.00	60460
00340	QUILL CORPORATION	11/16/2023	Regular	0.00	572.43	60461
00348	REED CARWASH INC.	11/16/2023	Regular	0.00	300.00	60462
00112	RK BLACK INC	11/16/2023	Regular	0.00	118.37	60463
00379	SEDGWICK CO DIVISION OF FINANC	11/16/2023	Regular	0.00	2,379.60	60464
00385	SHIRTS PLUS INC	11/16/2023	Regular	0.00	2,623.48	60465
00386	SHRED-IT US JV LLC	11/16/2023	Regular	0.00	26.50	60466
10435	STAR LUMBER & SUPPLY CO., INC.	11/16/2023	Regular	0.00	406.25	60467
00407	SUMNER CO. SHERIFF	11/16/2023	Regular	0.00	1,365.00	60468
10466	WESTLAKE HARDWARE INC	11/16/2023	Regular	0.00	128.08	60469
00094	WICHITA WATER CONDITIONING, INC.	11/16/2023	Regular	0.00	150.86	60470
00479	YOUNG & ASSOCIATES, P. A.	11/16/2023	Regular	0.00	4,740.00	60471
00012	AIRGAS USA, INC.	11/21/2023	Regular	0.00	43.36	60480
00103	DE LAGE LANDEN INC	11/21/2023	Regular	0.00	77.44	60481
00160	GRAINGER, W.W. INC.	11/21/2023	Regular	0.00	58.91	60482
00438	HD SUPPLY, INC.	11/21/2023	Regular	0.00	489.53	60483
00220	KANSAS POWER POOL	11/21/2023	Regular	0.00	219,708.25	60484
00241	KONICA MINOLTA BUSINESS INC	11/21/2023	Regular	0.00	1.33	60485
01219	MERIDIAN ANALYTICAL LABS LLC	11/21/2023	Regular	0.00	261.00	60486
01163	MOTOROLA SOLUTIONS, INC.	11/21/2023	Regular	0.00	11,550.82	60487
10618	MULVANE PATRIOTS	11/21/2023	Regular	0.00	5,000.00	60488
00375	PARKSON CORPORATION	11/21/2023	Regular	0.00	395.00	60489
00390	SIRCHIE FINGERPRINT LABORATORY	11/21/2023	Regular	0.00	42.35	60490
00401	STANION WHOLESALE ELECTRIC CO INC OF	11/21/2023	Regular	0.00	267.46	60491
09881	TRUGREEN LIMITED PARTNERSHIP	11/21/2023	Regular	0.00	1,808.24	60492

Check Report

Date Range: 11/01/2023 - 11/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01062	TYLER BUSINESS FORMS	11/21/2023	Regular	0.00	361.68	60493
00479	YOUNG & ASSOCIATES, P. A.	11/21/2023	Regular	0.00	5,997.00	60494
00022	APAC-KANSAS, INC., - SHEARS DIVISION	11/30/2023	Regular	0.00	614.92	60499
00290	BALL BROTHERS RX LLC	11/30/2023	Regular	0.00	1,093.85	60500
00042	BERGKAMP INC.	11/30/2023	Regular	0.00	9,512.38	60501
00463	BERRY COMPANIES INC	11/30/2023	Regular	0.00	721.35	60502
00447	CAPITAL ONE	11/30/2023	Regular	0.00	35.29	60503
00080	CITY OF MULVANE-UTILITIES	11/30/2023	Regular	0.00	15,019.86	60504
01081	CMI INC	11/30/2023	Regular	0.00	425.10	60505
10595	CONTRACTOR SOLUTIONS OF KC LLC	11/30/2023	Regular	0.00	183,561.00	60506
00170	CORE & MAIN	11/30/2023	Regular	0.00	216.00	60507
00092	COX COMMUNICATIONS	11/30/2023	Regular	0.00	630.00	60508
00168	DON HATTAN CHEVROLET, INC.	11/30/2023	Regular	0.00	90.06	60509
00461	EVERGY	11/30/2023	Regular	0.00	463.55	60510
10475	FLOCK GROUP INC	11/30/2023	Regular	0.00	5,000.00	60511
00145	FOUR STATE MAINTENANCE SUPPLY INC	11/30/2023	Regular	0.00	75.56	60512
00149	GALAXIE BUSINESS EQUIPMENT, INC.	11/30/2023	Regular	0.00	480.05	60513
10042	INLAND TRUCK PARTS & SERVICE	11/30/2023	Regular	0.00	105.34	60514
10297	KANEQUIP INC.	11/30/2023	Regular	0.00	954.74	60515
00209	KANSAS GAS SERVICE	11/30/2023	Regular	0.00	239.69	60516
00224	KANSAS STAR CASINO	11/30/2023	Regular	0.00	305.00	60517
00226	KANSAS STATE TREASURER	11/30/2023	Regular	0.00	2,078.00	60518
10421	MELLEN & ASSOCIATES, INC.	11/30/2023	Regular	0.00	3,325.00	60519
01219	MERIDIAN ANALYTICAL LABS LLC	11/30/2023	Regular	0.00	120.00	60520
00357	MICHAEL J. ROBINSON	11/30/2023	Regular	0.00	672.90	60521
00357	MICHAEL J. ROBINSON	11/30/2023	Regular	0.00	812.56	60522
10022	MIDWEST MOTOR SUPPLY CO. INC	11/30/2023	Regular	0.00	41.00	60523
10576	MIKE LS	11/30/2023	Regular	0.00	1,313.62	60524
01163	MOTOROLA SOLUTIONS, INC.	11/30/2023	Regular	0.00	59,837.90	60525
00283	MULVANE COOPERATIVE UNION	11/30/2023	Regular	0.00	202.50	60526
00437	PS ENTERPRISES LLC	11/30/2023	Regular	0.00	190.21	60527
00320	R.E. PEDROTTI COMPANY, INC	11/30/2023	Regular	0.00	602.60	60528
10597	RESCUE SPECIALISTS LLC	11/30/2023	Regular	0.00	1,025.00	60529
00362	S & D EQUIPMENT CO. INC	11/30/2023	Regular	0.00	562.98	60530
00366	SAFETY PLUS FIRST AID & SAFETY INC	11/30/2023	Regular	0.00	68.20	60531
09928	SOUTH CENTRAL COMMERCIAL MECHANICAL,	11/30/2023	Regular	0.00	120.00	60532
00404	STUART C. IRBY COMPANY	11/30/2023	Regular	0.00	185.76	60533
00397	T-MOBILE	11/30/2023	Regular	0.00	264.79	60534
00423	TRIPLETT WOOLF & GARRETSON LLC	11/30/2023	Regular	0.00	8,332.50	60535
10366	UNDERGROUND VAULTS & STORAGE, INC	11/30/2023	Regular	0.00	32.40	60536
00443	VERIZON WIRELESS	11/30/2023	Regular	0.00	121.07	60537
00459	WESCO	11/30/2023	Regular	0.00	762.10	60538
00462	WESTFALL ELECTRIC INC.	11/30/2023	Regular	0.00	1,000.00	60539
10466	WESTLAKE HARDWARE INC	11/30/2023	Regular	0.00	27.99	60540
10620	WICHITA REGIONAL CHAMBER OF COMMERCE,	11/30/2023	Regular	0.00	2,500.00	60541
00094	WICHITA WATER CONDITIONING, INC.	11/30/2023	Regular	0.00	47.75	60542
00196	INTRUST CARD CENTER	11/16/2023	Bank Draft	0.00	10,353.37	DFT0003546

Check Report

Date Range: 11/01/2023 - 11/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00078	CITY OF AUGUSTA	11/21/2023	Bank Draft	0.00	29,118.62	DFT0003556

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	232	157	0.00	1,217,199.25
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	45	2	0.00	39,471.99
EFT's	0	0	0.00	0.00
	277	163	0.00	1,256,671.24

Check Report

Date Range: 11/01/2023 - 11/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PYBNK-PAYROLL-POOL						
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	11/10/2023	Regular	0.00	78.46	60366
10066	KAHRS LAW OFFICES, P.A.	11/10/2023	Regular	0.00	187.08	60367
01016	KANSAS PAYMENT CENTER	11/10/2023	Regular	0.00	552.00	60368
10540	PITTENGER LAW GROUP, LLC	11/10/2023	Regular	0.00	187.08	60369
00079	CITY OF MULVANE	11/16/2023	Regular	0.00	1,526.51	60472
01012	AFLAC	11/24/2023	Regular	0.00	367.15	60473
01013	AFLAC GROUP INSURANCE	11/24/2023	Regular	0.00	1,029.53	60474
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	11/24/2023	Regular	0.00	78.46	60475
10066	KAHRS LAW OFFICES, P.A.	11/24/2023	Regular	0.00	187.96	60476
01016	KANSAS PAYMENT CENTER	11/24/2023	Regular	0.00	552.00	60477
01022	LEGAL SHIELD	11/24/2023	Regular	0.00	536.20	60478
10540	PITTENGER LAW GROUP, LLC	11/24/2023	Regular	0.00	187.96	60479
00079	CITY OF MULVANE	11/21/2023	Regular	0.00	1,526.51	60495
01018	AXA EQUITABLE - EQUI-VEST	11/30/2023	Regular	0.00	3,920.00	60543
01021	KPERS	11/10/2023	Bank Draft	0.00	18,359.30	DFT0003539
01021	KPERS	11/10/2023	Bank Draft	0.00	11,253.02	DFT0003540
01026	IRS	11/10/2023	Bank Draft	0.00	23,419.68	DFT0003541
01026	IRS	11/10/2023	Bank Draft	0.00	17,145.26	DFT0003542
01031	KANSAS DEPT OF REVENUE	11/10/2023	Bank Draft	0.00	8,217.15	DFT0003543
01026	IRS	11/10/2023	Bank Draft	0.00	5,477.16	DFT0003544
00408	SURENCY LIFE & HEALTH	11/01/2023	Bank Draft	0.00	699.90	DFT0003545
10344	RELIANCE STANDARD LIFE INS CO.	11/30/2023	Bank Draft	0.00	1,354.95	DFT0003547
01021	KPERS	11/24/2023	Bank Draft	0.00	481.46	DFT0003548
01021	KPERS	11/24/2023	Bank Draft	0.00	19,185.22	DFT0003549
01021	KPERS	11/24/2023	Bank Draft	0.00	10,867.92	DFT0003550
00436	UNUM LIFE INSURANCE CO OF AMER	11/30/2023	Bank Draft	0.00	386.00	DFT0003551
01026	IRS	11/24/2023	Bank Draft	0.00	24,488.72	DFT0003552
01026	IRS	11/24/2023	Bank Draft	0.00	19,137.59	DFT0003553
01031	KANSAS DEPT OF REVENUE	11/24/2023	Bank Draft	0.00	8,689.58	DFT0003554
01026	IRS	11/24/2023	Bank Draft	0.00	5,727.22	DFT0003555
00046	BLUE CROSS AND BLUE SHIELD	11/30/2023	Bank Draft	0.00	9,288.00	DFT0003557
00046	BLUE CROSS AND BLUE SHIELD	11/30/2023	Bank Draft	0.00	8,979.12	DFT0003558
00046	BLUE CROSS AND BLUE SHIELD	11/30/2023	Bank Draft	0.00	7,522.56	DFT0003559
00046	BLUE CROSS AND BLUE SHIELD	11/30/2023	Bank Draft	0.00	38,313.60	DFT0003560
00046	BLUE CROSS AND BLUE SHIELD	11/30/2023	Bank Draft	0.00	10,216.80	DFT0003561
00046	BLUE CROSS AND BLUE SHIELD	11/30/2023	Bank Draft	0.00	8,979.21	DFT0003562
00046	BLUE CROSS AND BLUE SHIELD	11/30/2023	Bank Draft	0.00	7,522.64	DFT0003563
00046	BLUE CROSS AND BLUE SHIELD	11/30/2023	Bank Draft	0.00	38,313.86	DFT0003564

Bank Code PYBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	19	14	0.00	10,916.90
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	24	24	0.00	304,025.92
EFT's	0	0	0.00	0.00
	43	38	0.00	314,942.82

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	251	171	0.00	1,228,116.15
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	69	26	0.00	343,497.91
EFT's	0	0	0.00	0.00
	320	201	0.00	1,571,614.06

Fund Summary

Fund	Name	Period	Amount
999	Pool Cash Fund	11/2023	1,571,614.06
			1,571,614.06

Approved

Date

**CITY COUNCIL MEETING
December 18th, 2023**

TO: Mayor and City Council
SUBJECT: Purchase of a blower for the wastewater treatment plant.
FROM: Public Works and Utility Director
AGENDA: Consent

Background: There are fourteen Garner Denver blowers located at the sewer plant. There are five that are used for basin #3 and the two digesters. Two for basin #3 and two for the digesters with the middle blower in reserve for emergency use. A dissolved oxygen probe and a computer control system regulate the amount of time that the blowers are on for the basin and a computer programed timer for the digesters. Maintaining proper dissolved oxygen levels is essential to the activated sludge process.

On 6-27-22 the blower that feeds digester #2 failed. The failure was detected by an employee while making the daily routine morning inspection at 7:00 that next morning. The reserve blower was put into service at that time. The blower that went out was the spare blower. At that time, it was recommended that the city purchase two blowers, one to replace the one that went out and one to replace the spare. Due to the extreme lead time, which has been almost a year, we have had another blower go out. We have received the blowers which will replace the ones that have gone out, but I recommend that we purchase one for the replacement of the spare blower. These blowers are maintained on a routine basis, but due to the load and run time these blowers will go out no matter how much preventative maintenance you provide. The lead times are 20-22 weeks.

These blowers are of critical importance to the activated sludge process. Considering the immediate need to place this blower we have placed it on the Consent Agenda for council approval. We ordered one blower from Excelsior Blower Systems for \$10,560.20.

This purchase complies with the City's Procurement Policy. This purchase will take at least six to eight months to be delivered. We received quotes from two vendors and they all stated the same delivery times.

Legal Considerations: None.

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

Recommendations/Action: A motion to approve the purchase of a 4518 Gardner Denver Duroflow, HR Blower for \$10,560.20 from Excelsior Blower Systems.



REQUISITION

Requisition #: 078535

Date: 06/29/2023

Vendor #: 00130

ISSUED TO: EXCELSIOR BLOWER SYSTEMS, INC
P.O. BOX 15126
READING, PA 19612

SHIP TO: Mulvane City Hall
211 N. Second
Mulvane, KS 67110

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Blower for the wwtp		0.00 513-11-547	10,560.20
PO Description: Blower for the wwtp Detailed Description: 1 Duraflow 4518 Gardner Denver blower for \$10,560.20.				

Authorized By: Kevin G. Baker

SUBTOTAL:	10,560.20
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	10,560.20



Quote

Page: 1

Excelsior Blower Systems, Inc.
331 June Ave
Blandon, PA 19510
(610) 921-9558

Order Number: 0089682
Order Date: 5/17/2023

Salesperson: WW08
Customer Number: MULV020

Sold To:
CITY OF MULVANE WASTEWATER
211 N. SECOND STREET
MULVANE, KS 67110

Ship To:
CITY OF MULVANE WASTEWATER
1411 N. POPE DRIVE
ATTN: BRIAN BRADSHAW
MULVANE, KS 67110

Confirm To:
BRIAN BRADSHAW 316-777-9775

Customer P.O.	Ship VIA	Shipping Payment Terms		F.O.B.	Terms	
	BESTWAY	PP & ALLOW		SHIPPING POINT	NET 30 DAYS	
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
102-4518-HR-STD	EACH	1	0	0	10,560.20	10,560.20
DF 4518-HR STD, GGDEDDA BARE BLOWER, DUROFLOW 45, 4518-HR STD						

PRICE INCLUDES FREIGHT

PO # 0178535

Received
BB
12-4-23
(KB)

dfulton

Terms and Conditions of Sale apply.
Available at www.excelsiorblower.com/terms-conditions.

Net Order:	10,560.20
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	\$ 10,560.20

**CITY COUNCIL MEETING
December 18th , 2023**

TO: Mayor and City Council
SUBJECT: Purchase of Ferric Chloride and Sodium Hydroxide.
FROM: Wastewater Supervisor
AGENDA: Purchase of Sodium Hydroxide and Ferric Chloride from Brenntag

—

Background: In 2011 the city started a sewer expansion project to accommodate the addition of the Kansas Star Casino. This expansion included two chemical injection sites, one located at the casino site, and the other located at the wastewater plant site. These chemical injection buildings hold two 4500-gallon tanks, one will contain ferric chloride and the other sodium hydroxide. At the casino site, by use of chemical metering pumps, the chemicals are injected directly into the force main, and at the plant site the chemicals are injected into the process. The biggest use for these chemicals is odor control and managing PH, however better settling at the plant is also a benefit from the ferric chloride.

Due to the scarce availability of supplies and the increase cost of transportation, the price of these chemicals has increased substantially.

After obtaining approval from the City Administrator to place this purchase on the consent agenda, ordered the chemicals at a cost of \$25,700.00. This would purchase a half load of each chemical to be put at the plant site.

Legal Considerations: None.

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

Recommendations/Action: A motion to approve the purchase of 30,000lbs of ferric chloride for \$12,850.00 and 30,000lbs of sodium hydroxide for \$12,850.00 at a total cost of \$25,700.00. This price includes insurance surcharge and fuel cost. Load may vary slightly but is charged by the pounds delivered.

Submitted by

Brian Bradshaw



Brenntag Southwest, Inc.
206 E Morrow Rd
Sand Springs, OK 74063

To: City of Mulvane, C # 614299
Attn: Brian Bradshaw
From: Darren Cox
CC: Elizabeth Harrington
Date: December 4, 2023
Subject: Quote for the Wastewater Plant

Thank you for the opportunity to quote on your chemical requirements.

Please review the following chemical pricing. Pricing should hold for 30 days.

Product Name	Product Code	Container	Price	Price / Pkg	Item Total
Ferric Chloride 38-42% NSF	223630	21,500 lbs.	\$0.41/lb.	\$8,815.00	\$8,815.00
		30,000 lbs.		\$12,300.00	\$12,300.00
		45,000 lbs.		\$18,450.00	\$18,450.00
Tax					\$0.00
Transportation Charge					\$250.00
MOS					\$0.00
Total					\$9,065.00 \$12,550.00 \$18,700.00

Pricing includes delivery. 22,000 lbs. is an approximate 2000 gallon Load. Load may vary slightly but is charged by the pounds delivered. Weight per gallon is 11.42 Lbs.

If you have any questions, or need any further information, please do not hesitate to give me a call. You can reach me anytime on my cell phone at (316) 706-9516.

Thanks,

Darren Cox
Account Executive
Brenntag Southwest, Inc.

Received
BB
12-11-23

25700

PO # 079781



Brenntag Southwest, Inc.
1520 N Barwise
Wichita, KS 67214

To: City of Mulvane, C # 614299
Attn: Brian Bradshaw
From: Darren Cox
CC: Elizabeth Harrington
Date: December 4, 2023
Subject: Quote for the Wastewater Plant

Thank you for the opportunity to quote on your chemical requirements.

Please review the following chemical pricing. Pricing should hold for 30 days.

Product Name	Product Code	Container	Price	Price / Pkg	Item Total
Caustic Soda 30% Diaphragm	279149	21,500 lbs.	\$0.41/lb.	\$8,815.00	\$8,815.00
		30,000 lbs.		\$12,300.00	\$12,300.00
		45,000 lbs.		\$18,450.00	\$18,450.00
Tax					\$0.00
Transportation Charge					\$250.00
MOS					\$0.00
Total					\$9,065.00 \$12,550.00 \$18,700.00

12,850.00

Pricing includes delivery. Caustic Soda 30% Diaphragm - 22,000 lbs. is an approximate 2000-gallon Load. Load may vary slightly but is charged by the pounds delivered. Weight per gallon is 11.11 Lbs.

If you have any questions, or need any further information, please do not hesitate to give me a call. You can reach me anytime on my cell phone at (316) 706-9516.

Thanks,

Darren Cox
Account Executive
Brenntag Southwest, Inc.

Received
BB
12-8-23

City council
December 18, 2023

To: Mayor, City Council, City Administrator
Subject: Consent for repairs of Rock Rd. bridge abutment joint
From: Kevin Baker – Public Works Director

.....

Background

Over previous years the bridge abutment joints on Rock Rd have had multiple failures of the paving joints. These failures require full depth removal of the armor iron and a 2' section of abutting pavement for the reconstruction of the joint. Portions of the north and southbound lanes have been affected by these failures in past years. These failures are typically caused by extreme fluctuations in temperature and moisture overtime that expands and contracts throughout freeze thaw cycles and/or extreme heat during summer months.

Analysis

On Saturday evening November 25, 2023, during the snowstorm, a complete failure of the paving joint, north of the bridge, in the northbound lanes, caused the armor iron in the joint to blow out. While plowing snow, the snowplows hooked a section of the iron, dislodging a large portion of the metal out of the pavement joint. A temporary fix was made by completely removing the existing armor iron and filling the void with an asphalt patch.

As in past years I have contacted and met with Donlinger Constructions field superintendent to implement a plan to properly repair the joint – I have completed that process of communications and specifically identified the repairs needed.

During inspection of the area, it has been determined that both south and northbound lanes (north of the bridge) should be repaired before complete failure of additional joints occur. The repairs will involve shutting down 2 lanes of traffic in different stages and significant traffic control devices (work zone) set up over a period of 4 to 6 weeks. Small sections of the roadway will need to be removed from 3 to 4 lanes to properly repair the area (joints) with new armor iron, epoxied rebar rods pressed into the existing pavement, wire paving grid and small sections of new concrete pavement (approx. 2' of width, full lane length).

The contractor (Donlinger) has submitted a bid proposal and shop drawings for repairs of three (3) failed joints in the bridge approach/abutment on Rock Rd. they are as follows:

- North End S.B. Approach

- N.B. Approach
- North End Bridge S.B.

Materials for the repairs have been ordered and construction on the project could begin sometime in mid to late January, depending on weather conditions. Traffic Control will be provided by the City of Mulvane at a cost saving of \$26,750.00.

Financial Considerations

Special Highway funds will be used to cover the cost of the repairs.

Action:

Consent cost for repairs of Rock Rd. bridge abutment joints to Donlinger Construction in the amount of 34,850.00



Dondlinger

CONSTRUCTION

2656 S. Sheridan, Wichita, Kansas 67217
P.O. Box 398, Wichita, Kansas 67201

November 30, 2023

City of Mulvane
Attn: Kevin Baker
211 N. 2nd Street
Mulvane, Kansas 67110

Ref: Bridge Repair - Rock Rd. over the BNSF RR

Dear Mr. Baker,

Dondlinger & Sons Construction Co., Inc. is pleased to provide the following proposal for the requested repairs to the Rock Rd, Bridge over the BNSF RR. Our proposal is attached, and our scope is below.

Repair Procedures:

- North End of S.B. Approach
 - Provide all required traffic control.
 - Remove a strip of concrete approximately 18 inches wide and 12 feet +/- long beside the armour angle that has failed.
 - Re-align the angle and secure it in place.
 - Replace the concrete with a 4000 PSI KDOT approved mix design.
 - Replace the membrane joint sealant in the damaged area.
- N.B. Approach
 - Provide all required traffic control.
 - Remove a strip of concrete approximately 18 inches wide and 30 feet +/- long beside the armour angle that has failed.
 - Replace the missing armour angle with a new galvanized angle.
 - Replace the concrete with a 4000 PSI KDOT approved mix design.
 - Replace the membrane joint sealant in the damaged area.
- North End of Bridge S.B.
 - Provide all required traffic control.
 - Remove a strip of concrete approximately 18 inches wide and 18 feet +/- long beside the armour angle that has failed.
 - Re-align the angle and secure it in place.
 - Replace the concrete with a 4000 PSI KDOT approved mix design.
 - Replace the membrane joint sealant in the damaged area.
- **Bid Assumptions:**
- We have not included any engineering in our proposal. Our plan is based on a site visit and discussions with City of Mulvane representative. It is the responsibility of the City of Mulvane to review and approve our proposed procedure for this repair.
- Final payment will be based on the attached lump sum price.
- We have not included any warranty.
- We have not included any bond expenses. If required we can supply this upon request.
- We have not included any sales or use tax.
- Anticipated delivery of the new armour angle is the first week of January, 2024.
- Anticipated delivery of the new membrane joint sealant is 2 weeks from when the order is placed.

This quote is valid for 30 days.

If you have any questions please contact me at 316-945-0555. or on my cell at 316-648-4419



Dondlinger
CONSTRUCTION

2656 S. Sheridan, Wichita, Kansas 67217
P.O. Box 398, Wichita, Kansas 67201

Respectfully Submitted

Matt Inlow
Dondlinger and Sons Construction Co., Inc.

City Council Meeting
December 18, 2023

To: Mayor and City Council
From: Public Works and Utility Director – Kevin Baker
Re: Electrical Supplies – Harvest Point

Action: Approve purchase of electrical supplies for Harvest Point Addition

Background: An adequate quantity of electric distribution hardware is strategically kept in our utility inventory in anticipation of future developments and general use. Each electrical component of inventory has varying lead times when ordered. Currently we do not have adequate inventory for anticipated housing developments, when and if they break ground.

Analysis: The up-and-coming Harvest Point Addition is getting close to being finalized and groundbreaking to begin at some point in the future. We need to bring our electrical inventory of needed hardware up to speed to install the utility infrastructure needed for the anticipated development. Electric Transformers for Harvest Point are on order; lacking at this point is the mounting and installation hardware needed to piece it all together. A wide-ranging list of electrical components and hardware needed for the new addition was submitted to vendors for RFPs.

They are as follows:

Border States

\$26,587.74 (Incomplete quote, could not provide certain components)

Wesco

\$36,025.52 (High)

Stanion

\$29,620.08 (Can provide all requested electrical components with shortest lead times)

Financial Considerations: Funds from the Electric Distribution budget will be used for this purchase.

Recommended Action: Approve the purchase of necessary electrical components to be used for the installation of electrical services in the Harvest Point Addition from Stanion Wholesale Electric in the amount of \$29,620.08.



Stanion Wholesale Elec. Co
812 S. Main St.
PO Drawer F
Pratt, KS 67124
Website: www.stanion.com

QUOTE

Placed by	Ack Date	Order #
	11/20/23	5642028-00
PO #	Page #	
	1	

Ship CITY OF MULVANE
To: 410 W BRIDGE
MULVANE, KS 67110

Correspondence Stanion Wholesale Elec. Co
To: 812 S. Main St.
PO Drawer F
Pratt, KS 67124

079786

Bill CITY OF MULVANE
To: 410 BRIDGE
9415 MULVANE, KS 67110-1595

This Document is subject to our General Terms and Conditions of Business Transactions(which can be found at www.stanion.com/terms.html), which are incorporated by reference herein as though fully set forth.

Instructions		
Ship Point	Via	Ship Date
Stanion Wholesale Electric 213	OUR TRUCK	



Service Center: Wichita, KS Ph: 316-264-8414 Fax: 316-263-9058

Ln #	Product and Description	Quantity Ordered	Quantity BO	Quantity Shipped	Qty U/M	Unit Price	Price U/M	Net Amount
1	C587004511 NSA35061 - 17 Week Lead Time - Package Qty 24 -	72		72	EA	26.98000	EA	1942.56
2	C58700846 NSA3507 - 18 Wk Lead Time - Package Qty 12 -	72		72	EA	19.39000	EA	1396.08
3	615883ERIT ERITECH 615883 5/8-IN X 8-FT 13 MIL PLATING 6.8 Inventory Guarantee - 101 - In Stock -	30		30	EA	27.56000	E	826.80
4	G5ABB BLKBRN G5 5/8-INCH GROUN D ROD CLAMP Inventory Guarantee - All Branches - In Stock -	30		30	EA	257.06000	C	77.12
5	162LRJSC5270ABB ELASTIMOLD 162LRJS-C5270 15 LB ELB - 50 In Stock - 18-20 Wk Lead on Remainder -	80		80	EA	81.19000	E	6495.20
6	1HPWABB BLKBRN 1HPW AL SPLITBOLT CONN W/SP 1STR -	80		80	EA	1507.41000	C	1205.93



Stanion Wholesale Elec. Co
812 S. Main St.
PO Drawer F
Pratt, KS 67124
Website: www.stanion.com

QUOTE

Placed by	Ack Date	Order #
	11/20/23	5642028-00
PO #	Page #	
	2	

Ship CITY OF MULVANE
To: 410 W BRIDGE
MULVANE, KS 67110

Correspondence Stanion Wholesale Elec. Co
To: 812 S. Main St.
PO Drawer F
Pratt, KS 67124

Bill CITY OF MULVANE
To: 410 BRIDGE
9415 MULVANE, KS 67110-1595

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Instructions		
Ship Point	Via	Ship Date
Stanion Wholesale Electric 213	OUR TRUCK	



Service Center: Wichita, KS Ph: 316-264-8414 Fax: 316-263-9058

Ln #	Product and Description	Quantity Ordered	Quantity BO	Quantity Shipped	Qty U/M	Unit Price	Price U/M	Net Amount
7	In Stock - 164J45ABB ELASTIMOLD 164J4-5 15KV 200A LB 4PT JUNCTION UST - In Stock - 167ESA10ABB ELASTIMOLD 167ESA-10 ARRESTER ELBOW 15KV-VC 1 - In Stock -	12		12	EA	304.91000	E	3658.92
8	- 12 Wk Lead Time - Package Qty 12 - Plus Freight -	9		9	EA	147.76000	E	1329.84
9	PED5350CPUTIL	96		96	EA	27.04000	EA	2595.84
10	GS374332ACE2NOR NORDIC GS-37-43-32A-CE-2 FIBERGLASS VAULT 32-IN - 10-12 Wk Lead Time -	10		10	EA	668.80000	E	6688.00
11	ND2202248MG125XXNOR NORDIC ND-2202248-MG-125 -X-X - In Stock -	3		3	EA	910.19000	E	2730.57
12	PRMC150MGNOR NORDIC PRMC-150-MG SECONDARY PED - In Stock -	12		12	EA	173.05000	E	2076.60



Stanion Wholesale Elec. Co
812 S. Main St.
PO Drawer F
Pratt, KS 67124
Website: www.stanion.com

QUOTE

Placed by	Ack Date	Order #
	11/20/23	5642028-00
PO #	Page #	
	3	

Ship CITY OF MULVANE
To: 410 W BRIDGE
MULVANE, KS 67110

Correspondence Stanion Wholesale Elec. Co
To: 812 S. Main St.
PO Drawer F
Pratt, KS 67124

Bill CITY OF MULVANE
To: 410 BRIDGE
9415 MULVANE, KS 67110-1595

This Document is subject to our General Terms and Conditions of Business Transactions(which can be found at www.stanion.com/terms.html), which are incorporated by reference herein as though fully set forth.

Instructions		
Ship Point	Via	Ship Date
Stanion Wholesale Electric 213	OUR TRUCK	



Service Center: Wichita, KS Ph: 316-264-8414 Fax: 316-263-9058

Ln #	Product and Description	Quantity Ordered	Quantity BO	Quantity Shipped	Qty U/M	Unit Price	Price U/M		Net Amount
13	Duraline Sch40 Silicore	6000		6000	EA	0.78410	EA		4704.60
	Non Stock								
	-								
	4-6 Wk Lead Time								
	-								
14	Sweetbriar	3000		3000	EA	2.23000	EA		6690.00
	-								
	In Stock Mfg								
	-								

	- No Returns or Cancellations On Special Order Items								
	- Lead Times Subject To Change by Manufacturer								
	- All Products Subject to Prior Sale								
	- Please Review All Items to Ensure They Meet Your Specifications								
	- Must Purchase In Quantities Quoted								
	- Clerical Errors Are Subject To Correction by SWECO								

14	Lines Total	Qty Shipped Total		9506				Total	42418.06

Clerical errors are subject to correction. Quantities shown are based on information provided to us and should be verified. Prices quoted are based on the quantities shown, and changes must be renegotiated. Prices are firm for _____ days(30 max) from quotation date and must be renegotiated after that time.

Invoice Total 42418.06

\$27,299.61

Contractor: Dondlinger & Sons Construction
City: City of Mulvane
Project: Bridge Repair - Rock Rd. over BNSF RR

Date: 11/30/23

Item	Description	Unit	Quantity	Unit Price	Extension
001	North End S.B. Approach	LS	1.00	\$ 10,100.00	\$10,100.00
002	N.B. Approach	LS	1.00	\$ 14,650.00	\$14,650.00
003	North End Bridge S.B.	LS	1.00	\$ 10,100.00	\$10,100.00
004	Traffic Control - Supplied by City of Mulvane	LS	1.00	\$ -	\$0.00
BID TOTAL					\$34,850.00

Notes:

- 1 The above quote is for City of Mulvane supplied traffic control, doing the repairs one lane at a time.
- 2 **If the City of Mulvane wants Dondlinger Const. to supply the traffic control and do the repairs by closing half of the Bridge and putting traffic in a head to head configuration please add \$26,750.00 to the above price.**
- 3 The repairs would start Mid-January when we receive the new strp seal assembly.

City Council Meeting
December 18, 2023

To: Mayor and City Council
From: Public Works and Utility Director – Kevin Baker
Re: Electrical Supplies – Harvest Point

Action: Approve purchase of electrical supplies and wire for Harvest Point Addition & Inventory

Background: An adequate quantity of electric distribution hardware strategically kept in our utility inventory in anticipation of future developments and routine use. Each electrical component of inventory has varying lead times when ordered. Currently we do not have adequate inventory for anticipated housing developments, when and if they break ground.

Analysis: The up-and-coming Harvest Point Addition is getting close to being finalized and groundbreaking to begin at some point in the future. We need to bring our electrical inventory of needed hardware up to speed to install the utility infrastructure needed for the anticipated development. Electric Transformers for Harvest Point are on order; lacking at this point is the mounting and installation hardware needed to piece it all together. In addition to the necessary hardware is the need for more underground wire to completely tie it all together. A wide-ranging list of electrical components, hardware and underground wire needed for the new addition was submitted to vendors for RFPs (following required procurement procedures).

They are as follows:

- | | |
|---|-------------|
| • Border States 4/0 stranded aluminum wire | \$68,640.00 |
| • Stanion Wholesale Electric 4/0 stranded aluminum wire | \$58,162.50 |
| • Wesco 4/0 stranded aluminum wire | \$47,441.63 |

Quotes for additional electrical components

- | | |
|---|-------------|
| • Border States (Incomplete quote, could not provide all items requested) | \$8,884.35 |
| • Stanion Wholesale Electric (longer lead time) | \$15,118.45 |
| • Wesco | \$15,578.21 |

Financial Considerations: Funds from the Electric Distribution budget will be utilized for the purchases.

Action #1) Approve the purchase of 8,250' of 4/0 aluminum wire in the amount of \$47,441.63 from Wesco.

Action #2) Approve the purchase of additional electrical hardware for Harvest Point in the amount of \$15,578.21 from Wesco.

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ΘΙ ΝΟΥΥΙ ΟΒΟΥ			ΝΤ ΟΥΤ ΟΥ ΠΦ MELISSA HUDSON		

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10	8250	OKON 162-23-3081 4/0 STR 15KV 220ML	5300.000	M	0	00	0	00	43725.00	01 26 24
11		*PLEASE CALL 24HRS PRIOR								
12		TO DELIVERY CONTACT								
13		MELISSA HUDSON @ 316-								
14		777-0191*								
		*** TOTAL ***							43725.00	
		Contact: culven@wesco.com								
		Routing: UPS								

CITY OF MULVANE
211 N 2ND AVE
MULVANE KS 671101500

CITY OF MULVANE
410 W BRIDGE ST
MULVANE KS 67110

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2501 - E 3RD ST
FAX 712-255-3482
SIOUX CITY IA 51101

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10	30	ERC 615883 ROD GRD 5/8X8 CU BONDED	22.500	E	0	00	0	00	675.00	12 13 23
11		*SHIP ASAP*								
21	30	ERC CP58 GRD ROD CLAMPSIL BRZSTD DU	1.500	E	0	00	0	00	45.00	12 13 23
22		*SHIP ASAP*								
31	80	ABB 162LRJS-C5270 15 LB ELB W/JS 4/	69.710	E	0	00	0	00	5576.80	04 19 24
41	3	NORDIC ND-2202248-MG-125-X-X	1060.000	E	0	00	0	00	3180.00	12 13 23
51	12	T&B 164J4-5 15KV 200A LB 4PT JUNCTI	298.000	E	0	00	0	00	3576.00	12 13 23
61+	9	T&B 167ESA-10 ARRESTER ELBOW 15KV-V	145.000	E	0	00	0	00	1305.00	02 16 24
		*** TOTAL ***							14357.80	
		Contact: culven@wesco.com								
		Routing: UPS								

CITY OF MULVANE
211 N 2ND AVE
MULVANE KS 671101500

CITY OF MULVANE
 410 W BRIDGE ST
 MULVANE KS 67110

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