

MULVANE CITY COUNCIL  
REGULAR MEETING AGENDA  
Monday February 5, 2024  
7:30 p.m. – City Hall

Call Regular Meeting to Order	Page
Roll Call	
Pledge of Allegiance	
Approval of Regular Meeting Minutes dated January 17, 2024	2-6
Correspondence	
Public Comments (State Name and Address – 5 minutes)	
Appointments, Awards and Citations:	
➤ 30 yr. service award for Kevin Baker	7
<b>OLD BUSINESS:</b>	
1. Enterprise Fleet Management Agreement – Kenneth Olsen	8-22
<b>NEW BUSINESS:</b>	
1. Facility Agreement between API and Mulvane Senior Center – Kaylie Mistretta	23-26
2. Expansion of the Maintenance Shop – Kevin Baker	27-42
3. Fiber Franchise Agreement – Idea Tek	43-63
4. Transient Guest Tax Request from KACP – Gordon Fell	64-66
5. Transient Guest Tax Request from Marauders Car Club – Steve Nichols	67-69
6. City Council Orientation – Kathy Sexton	70-88
<b>LAND BANK:</b>	
1. Approval of Minutes dated January 3, 2024	89-97
2. Notice of Agreement and Right of First Refusal	
<b>ENGINEER:</b>	
1. Engineer's Update	98
<b>CITY STAFF:</b>	
City Clerk	
City Administrator	99-100
1. KPP Solar Project	
2. Financial Report	
City Attorney	
1. Executive Session – Attorney/Client Relationship	101
<b>CONSENT AGENDA:</b>	
1. Payroll Dated 1/19/24 - \$243,190.14	102-110
2. Payroll Dated 2/2/24 - \$244,732.90	
3. Purchase of Sodium Hydroxide and Ferric Chloride from Brenntag - \$39,200.00	
4. Liquor License for Empire Tacos	
5. City Utility Bills - \$20,365.17	
<b>ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:</b>	
1. Next City Council meeting – Wednesday, February 21, 2024 – 7:30 p.m.	
<b>ADJOURNMENT</b>	

**MULVANE CITY COUNCIL  
REGULAR MEETING MINUTES**

January 17, 2024

7:30 p.m.

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

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

**OTHERS PRESENT:** Austin St. John, Debra Parker, Mike Robinson, Chris Young, Gordon Fell, Joel Pile, Todd Leeds, Brittany Kruger, Lowell Ester, Kenneth Olsen, Ben Sciortino, Sherry Leach, Nancy Mundell, Jason Mundell, Angela Fox, Shon Gerber, Aaron Mattson, Jim McDaniel, Gary Brownlee, Rachael Blackwell, and other interested citizens.

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

**APPROVAL OF REGULAR MEETING MINUTES:**

MOTION by Huntley, second by Leach to approve the Regular meeting minutes dated January 3, 2024.

MOTION approved unanimously.

**CORRESPONDENCE:** None

**PUBLIC COMMENTS:** None

**APPOINTMENTS, AWARDS AND CITIATIONS:**

**1. Appointment of City Council Replacement:**

By promotion to Mayor on January 8, 2024, Brent Allen's seat automatically became vacant. Mayor Allen recommended the appointment of Todd Leeds to fill the vacancy on the council.

MOTION by Huntley, second by Gerber to approve the Mayor's appointment of Todd Leeds to the City Council.

MOTION approved unanimously.

Todd Leeds was given the Oath of Office by the City Clerk, and he took his seat on the bench.

**2. Election of City Council President:**

As set forth in the City Code, the City Council shall elect from its membership a President of the Council. The President of the Council presides at the City Council meeting in the absence of the Mayor, but still retains his or her voting rights. In the event of a permanent vacancy in the office of Mayor, the President of the Council does automatically become the Mayor and the City Council then appoints a replacement Council Member. Mayor Allen recommended Council Member Tim Huntley as President of the Council.

MOTION by Westfall, second by Leach to nominate Tim Huntley as President of the Council.

MOTION approved unanimously.

### **3. Volunteer Fire Service Awards:**

Public Safety Director, Gordon Fell, presented service awards to Volunteer Fire Personnel who have provided dedicated service to the City of Mulvane and thanked them for their commitment and service.

Jim McDaniel – 35 years, Captain Jason Mundell – 30 years, and Lt. Aaron Mattson – 30 years.

## **OLD BUSINESS**

None

## **NEW BUSINESS**

### **1. Mulvane Chamber Request for Funding:**

Mulvane Chamber Director, Brittany Kruger, reviewed the activities and events for 2023 with the council. The Chamber welcomed sixteen (16) new members in 2023 and are looking forward to contributing to the growth and stability in 2024. In 2023, the Council provided the Chamber with \$32,000 to support its efforts in promoting economic development and supporting businesses and the local community. Kruger requested the continued support from the City of \$32,000 for fiscal year 2024.

MOTION by Huntley, second by Westfall to approved Fiscal Year 2024 funding for the Mulvane Chamber of Commerce in the amount of \$32,000.

MOTION approved unanimously.

### **2. CMB Application for the Mulvane Patriots:**

In October 2023, the City was approached by the Kansas Collegiate League Baseball (KCLB) about being the home of the Mulvane Patriots baseball team, and about use of the baseball field at the Mulvane Sports Complex. At its meeting on January 3, 2024, the City Council approved a Facility Use Agreement to allow the Mulvane Patriots to utilize the City's facility. The proposed use would include the sale of beer on game days.

Sheldon Howell, with KCLB, is asking that he be issued the appropriate license to sell beer on behalf of the Mulvane Patriots on its game days. Although it is best to have a calendar of days upon which CMBs will be sold and allowed on the premises, the Mulvane Patriots has asked that it simply be limited to "game days" to allow for rescheduling "rainouts."

The City Council had questions regarding the location of the designated area. City Attorney, J.T. Klaus, advised that alcohol can only be sold and consumed in the fenced in area designated on the CMB application. Klaus also advised that the Mulvane Patriots will need to provide a Certificate of Insurance naming the City of Mulvane as an additional insured before the first game day.

MOTION by Huntley, second by Westfall to approve the Mulvane Patriots' CMB License.

MOTION approved unanimously.

### **3. Mulvane Sr. Center Agreement with Sedgwick Co.:**

Since 2019 the City has contracted with Sedgwick County to establish a collaborative framework for the operation of the Senior Center. The Agreement outlines the terms and conditions for the operation and management of Senior Centers within our jurisdiction.

This Agreement will provide \$35,000 for salaries from the County to the Mulvane Senior Center for 2024. The Contract requires careful documentation of costs, monthly reporting, and written safeguards against any conflicts or private gain.

MOTION by Leach, second by Westfall to approve the Agreement for Senior Centers for the Mulvane Senior Center between the City of Mulvane, Kansas and Sedgwick County, Kansas for the 2024 budget year.

MOTION approved unanimously.

#### **4. Municipal Advisory Services Agreement for Potential PMIB Loan:**

The State of Kansas offers a four-year loan program – Pooled Money Investment Board (PMIB) to help offset cashflow concerns related to property tax refunds and settlements. The City took advantage of the PMIB Loan program in the past for property tax refunds for the casino and may consider doing so again in regard to the current casino property tax refunds.

The PMIB Loan program is a financing approach that has a favorable interest rate and minimal costs. There is a process required to complete a PMIB Loan including an application. The City's Municipal Advisor, Raymond James and Associates, has offered to help with this process and waive any fee for such services.

MOTION by Huntley, second by Gerber to engage Raymond James and Associates as Municipal Advisor for the potential placement of a PMIB Loan.

MOTION approved unanimously.

#### **5. Enterprise Fleet Management:**

Kenneth Olsen, Fleet Consultant for Enterprise Fleet Management, reviewed a Fleet Synopsis with the council and answered questions. Enterprise Fleet Management is a full-service fleet management business for government agencies and other organizations operating medium-sized fleets of 20 or more vehicles. Olsen reviewed the strategy and financial structure of the program and explained the different options available. The program can be customized to meet our needs which can include acquisition, registration, maintenance, use reporting, fuel card programs, remarketing, and fleet analysis.

Olsen will be at the next council meeting to answer any additional questions. The council would like to compare the value vs. savings and asked staff to check references and the cost of our current maintenance.

### **ENGINEER**

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

Phase 2 Main "A" Sanitary Sewer – The City received a proposed traffic control plan from Apex. Apex will meet with the City and KDOT to address any comments and gain approval.

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

GIS Mapping – Staff will distribute “Request for Proposal” (RFP) to prospective GIS mapping companies.

Phase 1 Harvest Point Addition Infrastructure – Working to complete preliminary plans for improvements and proceed with final plans and permit applications.

## **CITY STAFF**

### **2024 Project Review from Department Heads:**

Staff reviewed 2024 projects with the council. Since it has been several months since approving the budget, this will provide a review to council of potential projects anticipated for the year.

The following Department Heads presented information:

Debra Parker, City Clerk – Administration Department

Austin St. John, City Administrator – Public Works and Utility Departments

Joel Pile, Planning and Zoning Director – 2024-2034 Comprehensive Plan

Gordon Fell, Public Safety Director – Police, Fire, EMS Departments

**City Clerk:** None

### **City Administrator:**

Council Training February 15<sup>th</sup> at 6:00 p.m. – There will be a workshop for council training on February 15<sup>th</sup> at the PIX. This training will go over the basics of being a council member/mayor. The City Attorney will also instruct a class on KOMA/KORA.

2024 Goals – Projected goals for the City are a 10-year Comprehensive Plan, Establishing Reserve Funds for each of the main operating funds, and GIS Mapping for recording water, sewer, storm sewer and electric infrastructure.

Lead and Copper Survey – The City is being required to gather information on the lead within the City. Residents are being asked to complete the Lead and Copper Survey to determine if their home/business may have lead pipes.

Local Government Day January 24<sup>th</sup> – Local Government Day is a chance to visit with our legislators about issues that are important to our community. If anyone would like to attend, please let staff know and we can get you registered.

City Leaders Academy – City Leaders Academy will be April 12<sup>th</sup> - 13<sup>th</sup> in Manhattan, Kansas. This is put on by the League of Kansas Municipalities and is a great opportunity for elected and appointed officials to learn more about the foundation of local government. If anyone would like to attend, please let staff know and we can get you registered.

### **City Attorney:**

The City Attorney requested an Executive Session for a period of seven (7) minutes to discuss matters deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2) for the purpose of consultation with the City Attorney.

MOTION by Huntley, second by Westfall to recess this meeting to an Executive Session for the purpose of discussing matters deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2) for the purpose of consultation with the City Attorney for a period not to exceed seven (7) minutes to include the Mayor, City Council, City Administrator, and the City Attorney and to return to open session at approximately 9:50 p.m.

MOTION approved unanimously at 9:43 p.m.

MOTION by Huntley, second by Westfall to reconvene the City Council meeting.

MOTION approved unanimously at 9:55 p.m.

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

MOTION by Huntley, second by Leach to pass Resolution #2024-1 authorizing the Mayor to apply for a loan from the pooled money investment board through the Sumner County Treasurer to cover the January 2024 tax distribution withholdings, pursuant to K.S.A. 79-2005(n).

MOTION approved unanimously.

#### RESOLUTION 2024-1

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

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

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

1. Payroll dated 1/5/24 - \$248,495.25
2. Warrant Register for December - \$1,091,011.39
3. Liquor License for Lily's Cheers
4. Invoice from Core & Main for 2024 Annual Software Service Fee for AMI - \$23,091.08

MOTION approved unanimously.

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

Next City Council Meeting – Monday February 5, 2024, at 7:30 p.m.

#### **ADJOURNMENT:**

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

MOTION approved unanimously at 9:58 p.m.

Minutes by:  
Debra M. Parker, City Clerk

# *Certificate of Appreciation*

Conferred Upon

*Kevin Baker*

*The League of Kansas Municipalities bestows this Certificate of Appreciation upon Kevin Baker in recognition of their 30 year contribution to the betterment of Kansas communities through loyal and dedicated service to the City of Mulvane.*



A handwritten signature in black ink, appearing to read 'J. Michael Wilkes'.

J. Michael Wilkes, President, 2023  
League of Kansas Municipalities



February 5, 2024  
City Council Meeting

TO: Mayor & City Council

FR: City Administrator

RE: Enterprise Fleet Management

ACTION: Approve Contracts with Enterprise Fleet Management

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**Background:**

At the January 17<sup>th</sup> council meeting, Ken Olsen with Enterprise Fleet Management gave a synopsis of a proposal to manage 36 vehicles for the city of Mulvane over the next five years in the company's lease, maintenance and fuel programs. The proposal would move the city from purchasing these 36 vehicles (which range from a sedan to a one-ton pickup) to paying lease payments over a five-year period for each vehicle. The vehicles span multiple departments and range from one to 20 years old. The initial plan proposed would be to order 16 vehicles to replace existing vehicles and one new admin vehicle in 2024 to be purchased through Enterprise's leasing program. Staff would create the specifications for the vehicles to be ordered for each of the departments and the council would agree upon the budget for the year. Payments for the vehicles would only start when the vehicles are delivered. Once delivered, we would sell the existing vehicles to offset the cost of the program. The city would plan to repeat the process on a yearly basis, changing out vehicles based on both cost of operation and market value of the vehicles.

The other programs that are being proposed are a maintenance and fuel program. The maintenance program would set a monthly charge for each vehicle and would cover the standard maintenance of the vehicle and includes one set of brakes (maintenance does not include tires). The fuel program would issue a fleet fuel card to each vehicle to be used wherever the driver of the vehicle gets fuel. Both of these programs have streamlined billing through Enterprise, where all transactions are reported on a monthly basis. Attached is the proposed vehicle replacement worksheet and fleet analysis.

**Analysis:**

The fleet management programs offer the potential to save some money and time while ensuring the city has up to date equipment. The time savings comes in the form of streamlined billing/processing as well as not having to have older vehicles in for maintenance. The money could potentially be saved by effectively using Enterprise to work the market and guide the timing of vehicle purchases, as well as the reduce maintenance costs that come with new vehicles.

There are some potential negatives to the programs. For example, transitioning from purchasing vehicles in one year to leasing them over five years locks the city into set fees versus being able to hold off on purchasing a vehicle if the year's budget needs a savings solution. Another issue that other communities have faced is the volatility of the vehicle market. The savings that is shown in the current proposal is going to change based what the vehicle sale market and could cost the city more than is shown.



**Fiscal Impact:**

The amount proposed for 2024 for leasing of new vehicles through the Enterprise Fleet Management is \$176,907. This amount is if the city started paying leases starting in January. The city would start paying lease payments upon arrival of new vehicles. Potentially, the dollar amount would be cut in half if it takes 6 months to deliver vehicles. The city has \$55,000 budgeted for the purchase of a police vehicle. The potential to bring in around \$100,000 in the sale of the existing vehicles could offset the cost of the program in 2024. Any of the remaining balance could be paid for out of the Municipal Equipment Reserve fund. The lease payments and maintenance agreement will be budgeted into future years.

**Legal Considerations:**

The program puts the city of Mulvane into contract with Enterprise Fleet Management. The city would be liable to hold up their portion of the contract, including payment of any leased vehicles, in accordance with applicable law.

**Recommendations:**

City staff has evaluated these programs as well as communicated with other communities currently engaged in the programs and find that these programs would be beneficial for the city of Mulvane in not only saving money, but also saving time through paperwork and budgeting process. We recommend contracting with Enterprise Fleet Management for the purchase of vehicles, maintenance and fuel.

**MOTION #1**

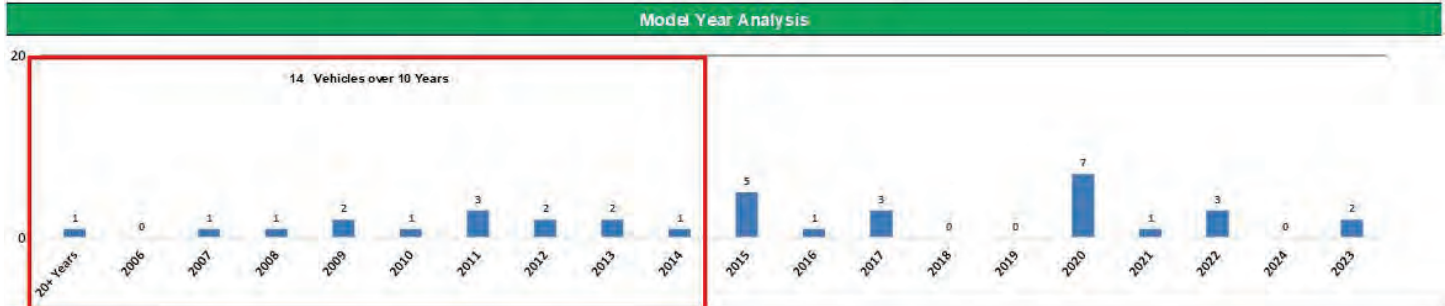
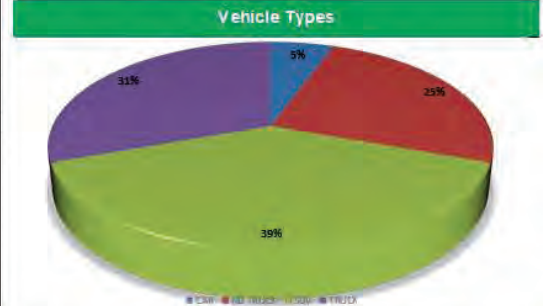
I make a motion to approve the Enterprise Fleet Management Master Equity Lease Agreement and the Amendment to Master Equity Lease Agreement and authorize the Mayor to sign.

**MOTION #2**

I make a motion to approve the Enterprise Fleet Management Credit Application and authorize the Mayor to sign.

# FLEET ANALYSIS | City of Mulvane

Fleet Profile				Fleet Replacement Schedule							Replacement Criteria	
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2024	2025	2026	2027	2028	Under-Utilized			
Full-size Sedan-ERV	2	14.5	8,500	2	0	0	0	0	0		* Fiscal Year 2024 = 12 years old and older, or odometer over 100,000	
Mid Size SUV 4x4-ERV	1	1.8	11,900	0	0	0	0	1	0		* Fiscal Year 2025 = 8 years old and older, or odometer over 55,000	
Full Size SUV 4x2-ERV	3	10.3	12,800	3	0	0	0	0	0		* Fiscal Year 2026 = 6 years old and older, or odometer over 86,000	
Full Size SUV 4x4	6	6.3	9,400	1	1	0	2	2	0		* Fiscal Year 2027 = 4 years old and older, or odometer over 75,000	
Full Size SUV 4x4-ERV	4	5.9	12,900	1	0	1	2	0	0		* Fiscal Year 2028 = Remaining Vehicles	
Compact Pickup Ext 4x4	2	13.0	8,600	2	0	0	0	0	0		* Underutilized = Annual Mileage less than 1,000	
1/2 Ton Pickup Reg 4x4	8	10.9	5,000	2	3	2	1	0	0			
1/2 Ton Pickup Ext 4x4	1	13.0	5,500	1	0	0	0	0	0			
3/4 Ton Pickup Reg 4x4	4	4.9	7,100	1	0	0	1	2	0			
3/4 Ton Pickup Ext 4x4	1	16.1	5,100	1	0	0	0	0	0			
3/4 Ton Pickup Quad 4x4	2	9.0	12,600	2	0	0	0	0	0			
1 Ton Cab Chassis	2	2.5	6,400	0	0	0	1	1	0			
Totals/Averages	36	8.6	8,500	16	4	3	7	6	0			



Current Fleet	36	Fleet Growth	0.00%	Proposed Fleet	36
Current Cycle	12.00	Annual Miles	8,500	Proposed Cycle	3.28
Current Maint.	\$219.58			Proposed Maint.	\$43.40
Maint. Cents Per Mile	\$0.31	Current MPG	10	Price/Gallon	\$3.50

Fiscal Year	Fleet Mix			Fleet Cost					Annual			
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	36	3.0	36	0	135,588	0	-6,000		94,860	107,100	331,548	0
'24	36	16	20	16	0	176,907	-113,000	-19,373	61,033	93,500	199,067	132,481
'25	36	7	16	20	0	236,220	-50,850	-38,110	52,576	90,100	289,937	41,611
'26	36	9	13	23	0	258,781	-56,400	-121,377	46,234	87,550	214,788	116,760
'27	36	20	6	30	0	359,537	-182,700	-70,350	31,434	81,600	219,522	112,026
'28	36	16	0	36	0	410,349	-167,400	-184,769	18,749	76,500	153,429	178,118
'29	36	17	0	36	0	410,349		-169,080	18,749	76,500	336,517	-4,970
'30	36	17	0	36	0	410,349		-142,656	18,749	76,500	362,942	-31,395
'31	36	15	0	36	0	410,349		-113,184	18,749	76,500	392,414	-60,867
'32	36	12	0	36	0	410,349		-209,346	18,749	76,500	296,252	35,296
'33	36	19	0	36	0	410,349		-254,181	18,749	76,500	251,416	80,131
10 Year Savings											\$599,192	

## City of Mulvane, KS Replacement Worksheet

Vehicle #	VIN	Department	Year	Make	Model	Current Odometer	Estimated Value from FSM	Assigned Category	Recommended Replacement Year
Admin 1	1GCEK14V8Y273786	Admin	2000	Chevrolet	Silverado 1500	69,887	\$3,500	1/2 Ton Pickup Reg 4x4	2024
248	1GCEK14J272606947	PW	2007	Chevrolet	Silverado 1500	134,942	\$6,000	1/2 Ton Pickup Reg 4x4	2024
554	1FTSX21Y38EA36106	PW	2008	Ford	F-250	81,420	\$8,000	3/4 Ton Pickup Ext 4x4	2024
162	2G1WS57MX91293491	PD	2009	Chevrolet	Impala	141,194	\$1,500	Full-size Sedan-ERV	2024
400	1GNFK030X9R217345	Fire	2009	Chevrolet	Tahoe	122,239	\$5,000	Full Size SUV 4x4	2024
161	2G1WD5EM3A1191564	PD	2010	Chevrolet	Impala	106,955	\$2,000	Full-size Sedan-ERV	2024
259	1GCJTBFE8B8121079	PW	2011	Chevrolet	Colorado	99,686	\$6,500	Compact Pickup Ext 4x4	2024
665	1GCRKPE31BZ343251	PW	2011	Chevrolet	Silverado 1500	71,923	\$4,000	1/2 Ton Pickup Reg 4x4	2024
253	1GCJTBFE6B8120920	PW	2011	Chevrolet	Colorado	70,814	\$7,500	Compact Pickup Ext 4x4	2024
170	1GNLC2E00CR191550	PD	2012	Chevrolet	Tahoe	124,803	\$3,000	Full Size SUV 4x2-ERV	2024
662	1GCKKVC62CZ189895	PW	2012	Chevrolet	Silverado 2500HD	58,541	\$17,500	3/4 Ton Pickup Reg 4x4	2024
160	1GNLC2E04DR307916	PD	2013	Chevrolet	Tahoe	160,418	\$4,000	Full Size SUV 4x2-ERV	2024
175	1GNSK2EC7FR649923	PD	2015	Chevrolet	Tahoe	137,242	\$7,500	Full Size SUV 4x4-ERV	2024
278	1GC1KUEG0FF168660	PW	2015	Chevrolet	Silverado 2500HD	114,239	\$13,000	3/4 Ton Pickup Quad 4x4	2024
265	1GC1KUEG3FF166739	PW	2015	Chevrolet	Silverado 2500HD	111,780	\$13,000	3/4 Ton Pickup Quad 4x4	2024
176	1GNLCDEC5GR117116	PD	2016	Chevrolet	Tahoe	107,266	\$11,000	Full Size SUV 4x2-ERV	2024
456	1GNSK2E01DR198894	EMS	2013	Chevrolet	Tahoe	74,651	\$5,000	Full Size SUV 4x4	2025
273	1GCNKPEC0EZ340599	PW	2014	Chevrolet	Silverado 1500	64,393	\$13,000	1/2 Ton Pickup Reg 4x4	2025
564	1GCNKPEC7FZ384388	PW	2015	Chevrolet	Silverado 1500	64,603	\$18,000	1/2 Ton Pickup Reg 4x4	2025
579	1GCNKPEC0FZ384460	PW	2015	Chevrolet	Silverado 1500	33,055	\$20,500	1/2 Ton Pickup Reg 4x4	2025
171	1GNSKDEC8HR364940	PD	2017	Chevrolet	Tahoe	76,261	\$20,500	Full Size SUV 4x4-ERV	2026
650	1GCNKNEC3HZ390731	PW	2017	Chevrolet	Silverado 1500	17,287	\$25,000	1/2 Ton Pickup Reg 4x4	2026
667	1GCNKNEC8HZ390949	PW	2017	Chevrolet	Silverado 1500	16,743	\$25,000	1/2 Ton Pickup Reg 4x4	2026
173	1GNSKDEC5LR154269	PD	2020	Chevrolet	Tahoe	57,955	\$45,000	Full Size SUV 4x4-ERV	2027
172	1GNSKDEC9LR154310	PD	2020	Chevrolet	Tahoe	40,853	\$47,500	Full Size SUV 4x4-ERV	2027
457	1C4SDJFT7LC214815	EMS	2020	Dodge	Durango	36,070	\$27,500	Full Size SUV 4x4	2027
163	1C4SDJFT7LC442538	PD	2020	Dodge	Durango	29,885	\$28,500	Full Size SUV 4x4	2027
244	1FTMF1E59LKE47574	PW	2020	Ford	F-150	26,920	\$35,000	1/2 Ton Pickup Reg 4x4	2027
249	1FTBF2BN8LED69577	PW	2020	Ford	F-250	19,863	\$37,500	3/4 Ton Pickup Reg 4x4	2027
251	1FDRF3F6XLEC11499	PW	2020	Ford	F-350 Chassis	17,641	\$40,000	1 Ton Cab Chassis	2027
174	1GNSKLED0MR447078	PD	2021	Chevrolet	Tahoe	35,133	\$48,000	Full Size SUV 4x4	2028
283	1FTBF2B65NEE22537	PW	2022	Ford	F-250	19,140	\$45,000	3/4 Ton Pickup Reg 4x4	2028
177	1FMSK8AB4NGC24395	PD	2022	Ford	Police Interceptor Utility	9,173	\$33,000	Mid Size SUV 4x4-ERV	2028
270	1FTBF2B67NEE22538	PW	2022	Ford	F-250	6,793	\$48,000	3/4 Ton Pickup Reg 4x4	2028
421	1GNSKLED4PR263623	Fire	2023	Chevrolet	Tahoe	12,018	\$50,000	Full Size SUV 4x4	2028
243	1FD8W3FN1PEC10251	PW	2023	Ford	F-350 Chassis	4,960	\$55,000	1 Ton Cab Chassis	2028



## MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

### **3. RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

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(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any



expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

#### 9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

#### 11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

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- (ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or



if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_



of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

Initials: EFM\_\_\_\_\_ Customer\_\_\_\_\_

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of February, 2024 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the 28<sup>th</sup> day of February, 2024 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Mulvane, Kansas ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 11(a), ii of the Master Equity Lease Agreement is amended to read as follows:

Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$500 per occurrence - Comprehensive).

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

RESPONSIBILITY: To the extent permitted by Kansas law, Lessee shall be responsible for any and all losses incurred, or claims, demands, or rights of action that may be asserted at any time, which arise as a result of a third party claim for (i) Lessee's breach of this Agreement; (ii) the use, operation or condition of any of the Vehicles, or (iii) Lessee's lease of the Vehicles pursuant to this Agreement. The provisions of this Section 12 shall survive any expiration or termination of this Agreement for any events that occur during Lease Term up until the applicable state statute of limitations. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing provisions are not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Kansas law.

Section 14, second paragraph, second to last sentence of the Master Equity Lease Agreement is amended to read as follows:

Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any responsibilities under this Agreement.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective three (3) days after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Kansas (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the State Constitution and other laws from

entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the Lessee to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the Lessee fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, but subject to the limitations of Kansas law, including but not limited to K.S.A. 10-1116b, Lessor reserves the right to bill Lessee for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

\_\_\_\_\_  
City of Mulvane, Kansas (Lessee)

\_\_\_\_\_  
Enterprise FM Trust (Lessor)  
By: Enterprise Fleet Management, Inc., its attorney in fact

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Please complete all applicable items.

Company Name \_\_\_\_\_ Credit Applicant \_\_\_\_\_ Year Business Started \_\_\_\_\_  
 Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 E-mail \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
 Government Entity Type: ☐ State ☐ County ☐ City ☐ Other: \_\_\_\_\_  
 Type of Business \_\_\_\_\_ Duns Number \_\_\_\_\_  
 Parent Company or Affiliates(Name & Address): \_\_\_\_\_

PRIMARY CONTACT INFORMATION

Name \_\_\_\_\_ E-mail \_\_\_\_\_ Phone # \_\_\_\_\_  
 Fleet Manager Address \_\_\_\_\_

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? ☐ Yes ☐ No  
 Accountant Name \_\_\_\_\_ Email Address \_\_\_\_\_ Phone # \_\_\_\_\_

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) ☐ Audited ☐ Opinioned ☐ Internal  
 Published Annual Reports ☐ Yes ☐ No  
 Income Tax Returns (3 years) ☐ Yes ☐ No  
 Other Items Included: \_\_\_\_\_  
 Federal ID Number: \_\_\_\_\_  
 Fiscal Year End (Month): \_\_\_\_\_

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
<input type="checkbox"/> Purchasing <input type="checkbox"/> Leasing <input type="checkbox"/> Finance				

INSURANCE

Company \_\_\_\_\_ Agent \_\_\_\_\_ Policy # \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone # \_\_\_\_\_ Fax # \_\_\_\_\_



## ACH AUTHORIZATION AGREEMENT

### LESSEE INFORMATION

Company Name \_\_\_\_\_ FEIN \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
Email Address \_\_\_\_\_

### BANK INFORMATION

Bank Name \_\_\_\_\_ Checking Account Only \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Bank Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
ABA / Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

**\*\*PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE\*\***

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

[ARBilling@efleets.com](mailto:ARBilling@efleets.com)

### STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed \_\_\_\_\_ (Title) for \_\_\_\_\_ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity ) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

_____ Print Name	_____ Title
_____ Print Name	_____ Title
_____ Print Name	_____ Title
_____ Print Name	_____ Title
_____ Print Name	_____ Title
_____ Print Name	_____ Title

Bond Rating: \_\_\_\_\_ Rating Agency: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

_____ Print Name	_____ Title
_____ Signature	_____ Company Name
_____ Date	

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations in EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.



City Council Meeting  
February 5, 2024

TO: Mayor and City Council  
FROM: Kaylie Mistretta, Senior Center Director  
RE: Facility Agreement between Aging Projects Inc. & Mulvane Senior Center  
(Meals on Wheels)  
ACTION: Approval of Agreement for Facility Agreement with Aging Projects Inc.

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**Background:**

The Mulvane Senior Center has distributed and served daily meals to both homebound and congregate seniors to ensure they receive nutritious meals and foster a sense of community. As of October 2015, Aging Projects Inc. Meals on Wheels/Friendship Meals (“API”) began providing the Meals on Wheels program for all the Senior Centers in Sedgwick, Harvey and Butler Counties. The Facility Agreement for Mulvane Senior Center (the “Agreement”) is substantially the same as prior years with the exception of an increase from \$7.25 to \$9.25 per hour pay rate.

The City of Mulvane, Kansas (the “City”), in years past, had an agreement to provide a place and equipment to use for API programs. The Mulvane Senior Center is responsible to be open Monday through Friday from 10:00 am to 1:00 pm, excluding holidays as listed in the Agreement.

**Financial Considerations:**

The hourly rate through monthly payments of this Agreement will be allocated to salaries from API to the Mulvane Senior Center for 2024. Money donated by participants consuming the Meals On Wheels Meals and Friendship Meals are sent back to API to pay for food expenses.

**Legal Considerations:**

The City Attorney has reviewed the Agreement.

**Recommendation:**

I move to approve the Agreement for Meals On Wheels and Friendship Meals for the Mulvane Senior Center between the City of Mulvane, Kansas and Aging Projects Inc. for the 2024 budget year.

FACILITY AGREEMENT  
between  
AGING PROJECTS, INC. MEALS ON WHEELS/FRIENDSHIP MEALS  
And  
MULVANE SENIOR CENTER

ADDRESS: 632 E. Mulvane St. (Mailing Address for City Hall 211 N. 2<sup>nd</sup> Street)  
CITY: Mulvane STATE: Kansas ZIP: 67110  
TELEPHONE: 777-4813 or 777-1143

This agreement is made in order to provide TITLE III Nutrition Program to persons 60 years of age and older. It contains policies mutually agreed to by the above agencies and approved by the Central Plains Area Agency on Aging (CPAAA).

The AGING PROJECTS, INC. (API) agrees:

1. That the Mulvane Senior Center dining room is to be used by Aging Projects Inc. Meals on Wheels/Friendship Meals (API) from 10:00 a.m. to 1:00 p.m. each Monday through Friday, October 1, 2023, through September 30, 2024. Excluded days shall be November 23 and 24, 2023; December 25 and 26, 2023; January 1 and 15, 2024; February 19, 2024; March 29, 2024; May 27, 2024; June 19, 2024; July 4, 2024; and September 2, 2024. Additional closing or open dates and/or times may be requested.
2. The Mulvane Senior Center will oversee the program and coordinate the work of the volunteers. The Mulvane Senior Center will be responsible for the operation of the site in compliance with program regulations, and under the supervision of API staff. The Mulvane Senior Center will be paid in the amount of \$9.25 per hour, 3 hours per day, on the days the program is in operation.
3. API will provide equipment and supplies necessary to deliver and serve the meals, and clean the equipment and tables used for the program before and after meals.
4. API will provide services of the Area Supervisor to supervise the Site Supervisor in the operation of the site.
5. API will pay all bills for meals, consumable supplies, staff training, and incidental expenses directly related to the meals.
6. API will send to the Dining Center all communications from the central office that are sent to other centers, and at all times give the same consideration as the other centers receive.
7. API will acknowledge the cooperation of the Mulvane Senior Center in Nutrition Program publicity whenever possible.

Facility Agreement  
Mulvane Senior Center

Page 1 of 3

THE MULVANE SENIOR CENTER (the "Center") agrees:

1. The Center will provide in kind space, chairs and tables for serving customers between approximately 9:00 a.m. and 1:00 p.m. on days the program operates and provide secure storage for API equipment and supplies related to the meals. (API equipment and program supplies will not be used for any other reason/events without prior approval of the API Executive Director and/or Area Supervisor). (Subject to gathering limits, social distancing, and health order compliance and compliance with all applicable laws).
2. The City of Mulvane, Kansas ("City"), will employ the center manager to oversee the program and coordinate the work of the volunteers.
3. The Center will handle registration, meal reservations and deposit of contributions according to the API Policy. Participants will be informed of the cost to provide the meal and be encouraged to contribute according to their ability.
4. The Center will arrange for the opening and closing of the facility for food delivery, unless special arrangements are made with the API Executive Director and/or Area Supervisor.
5. The Center will purchase a license for food service from the authority designated by the state to issue the license and furnish a copy of the license to the API Central office.
6. The Center will provide use of refrigerator and stove, in good repair, as needed.
7. City staff will clean the equipment and tables used for the program before and after the meals. Assure that the program may be conducted in a safe, clean and sanitary manner by providing basic custodial service, including care of floors in the meeting room and regular cleaning of the bathrooms. Assure that the area designated for API use will be in the same condition, at the start of each serving day, that it was left in after the end of each API serving day and that the State of Kansas Department of Agriculture standards for kitchen and dining room cleanliness shall be enforced.
8. The Center will provide space for a bulletin board and a sign designating the Nutrition Program, during the hours the program is in operation.
9. The Center will arrange for timely inspection of fire extinguishers and smoke alarms and furnish copies of the inspections to API central office to comply with CPAAA requirements.
10. The Center will include API in all publicity related to the program. This includes Mulvane Senior Center newsletters and calendars. Show the API Meals on Wheels/Friendship Meals as a regular scheduled activity.

11. The Center will assure that persons in the community who are under age 60, are informed that they are not eligible for the nutrition program unless they choose to volunteer the day that they eat. (Any person under 60, including Mulvane Senior Center staff, may participate by making a reservation and by paying the full non-participant price for the meal if under 60 years of age.) The Center further agrees that they will not keep and/ or use any leftover API foods for any purpose due to health codes, CPAAA regulations and liability issues.
12. The Center will have at least one staff member from the center who is responsible for the meals program, attend the mandatory center manager meetings and will designate a staff person to oversee the operations; the designated staff person will be knowledgeable in program rules of operations and CPAAA guidelines and will serve as the point of contact for CPAAA site assessments. This individual will also be responsible for keeping all Uniform Assessment Instrument (UAI) and Uniform Program Registration (UPRs) current on program participants.
13. The Center will allow use of the building office telephone for occasional necessary calls to and from the API office.
14. The Center will schedule occasional activities at a time to encourage participation in the meal program and take into consideration the impact to the program and API customers when scheduling group activities at such a time that API participants would need to choose between a API meal or participating in another center activity.
15. The equipment shall be the responsibility of the buyer/owner.
16. All electrical, lighting, sewer and other building maintenance problems shall be the responsibility of the building owner.
17. No one shall be discriminated against on the basis of race, religion, color, sex, disability, national origin, or ancestry.

Any changes to this agreement will be negotiated by the persons listed below or their designee. This agreement will remain in effect for the balance of the Aging Projects, Inc. Meals on Wheels/Friendship Meals contract (October 1, 2023 - September 30, 2024.) It may be renewed by mutual agreement. Changes can be made only with the approval of parties listed below.

CITY OF MULVANE, KANSAS

AGING PROJECTS, INC.

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

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

\_\_\_\_\_  
Charles Johnston  
Executive Director

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

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

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

\_\_\_\_\_  
Dan Hartman  
President of Board of Directors

City Council Meeting  
February 5, 2024

TO: Mayor & Council

FR: Public Works Director

**RE: Maintenance Shop Addition**

**ACTION:** **Approve Maintenance Shop Expansion**

---

**Background**

The current maintenance shop (40' x 60") has inadequate space to work safely on the city's large trucks and equipment. Some of our equipment is so large, the shop doors will not shut while being worked on. Furthermore, when more than one unit is in the shop for maintenance and/or repairs, space gets even tighter. Expanding the shop will allow more workspace, an office area, and more storage for the ever-increasing maintenance supplies needed for our daily operations. It will also provide a safer working environment for city crews who work in the shops daily.



**Analysis**

The newly constructed 20' x 60' *maintenance shop expansion* will be directly attached to the current shop, providing 1,200 more sq. ft to the existing 40' x 60' shop. After the expansion is completed the maintenance shop area will be 60' x 60'. The projected cost will include the necessary electrical components and lighting with the addition of an oil heater that will provide a more cost-effective heating system than we currently have, while utilizing used oil as a fuel source. This project is in the CIP for 2024.

**Financial Considerations**

Cost for this project will be divided equally between the water, electric, wastewater and public works. Specifications were laid out and discussed for the expansion and RFPs were then sent out to 4 vendors; we received 2 back, they are as follows:

### Shop Expansion cost:

- FARHA Construction \$310,800.00 to \$350,000.00
- Smith Construction \$135,945.00 (original builders of current facility)

\*\*\*\*\*

### Electric installation – (includes parts and labor)

- Westfall Electric \$14,136.65
- Tracy Electric \$15,287.00

\*\*\*\*\*

### Oil Heater

- Automotive Equipment - Oil heater \$13,516.00

### Contingency

- Incidentals \$8,000.00

**Total Cost** **\$171,597.65**

### **Legal Considerations**

The Procurement Policy has been followed through the requests of RFPs from multiple contractors.

### **Sample Motion #1**

Motion to approve a 20' x 60' maintenance shop expansion at 410 W. Bridge in the amount of \$135,945.00.00 to Smith Construction with a contingency fund reserve of \$8,000 for incidentals.

### **Sample Motion #2**

Motion to approve installation cost of electric components, lighting, and labor for the maintenance shop expansion at 410 W. Bridge St. in the amount of \$14,136.65 to Westfall Electric.

### **Sample Motion #3**

Motion to approve purchase of one (1) Energy Logic 140H Oil Heater to be installed in the newly expanded maintenance shop from Automotive Equipment Inc. in the amount of \$13,516.00.



December 8th, 2023

Re: Shop Addition, Revision

Dear Mr. Corey Rogers  
410 W. Bridge  
Mulvane, KS

Farha Construction proposes the preliminary budget for the pre-engineered metal building addition at the site located at 410 W. Bridge, Mulvane, KS.

Items included:

- Assumptions
  - Project will be done in a single phase.
  - Work completed during regular business hours.
  - Space will be provided for a dumpster close to the building.
  - Project is tax exempt.
  - Architectural drawings and engineering will be necessary but is to be provided by others.
  - Use of existing mechanical shop to cease until building addition is completed
- Demolition
  - Remove exterior metal skin at adjacent building
  - Remove 4 existing doors
- Concrete
  - Footings assumed to be 4'x4'x3" at each column with a trench footing around the perimeter
  - 6" concrete slab under building footprint.
- Doors, Hollow Metal Frames, and Finish Hardware
  - 1 each 16 wide x 14 tall coiling insulated overhead door
  - 1 each 20 wide x 14 tall coiling insulated overhead door
  - 1 ea 3'x7' hollow metal door and frame
- Pre-Engineered Metal Building
  - Pre-engineered metal building to be approximately 58x20
  - Two sides to be open for attaching adjacent buildings
  - Two sides to be fully enclosed with 8' tall liner panel on the interior
  - Roof and wall insulation included
  - An overbuild structure is needed to adjust the roof slopes to accommodate the new building and keep it from leaking.
- Fire Sprinkler
  - No Fire Sprinkler



- HVAC /Plumbing
  - No HVAC or Plumbing Included
- Electrical
  - No Electrical Included
- Earthwork
  - Saw cut and remove concrete for footings and new 6" SOG
  - Excavate foundations as needed for PEMB
  - Place subgrade for foundations
  - Place slab pad subgrade

Items not included:

- No Architectural or Engineering fees.
- Furniture, fixtures, appliances, or equipment or installation of thereof
- No structural modifications to existing buildings
- No Asbestos or Mold abatement or removal
- Code corrections resulting from city review of plans
- No bond included.
- No Fire Alarm

Farha construction estimates this project to take 8 weeks once construction begins. It will take 10 week to procure the pre-engineered metal building after approved submittals. We estimate the project to be priced in the range of \$310,800 to \$350,000.

Sincerely,

Sam Rasmussen  
Project Estimator

(316) 200-3396 (cell)  
(316) 943-0000 (office)



**CITY OF MULVANE**  
**400 W. BRIDGE - MULVANE, KS**  
**SCOPE OF WORK (REVISED 1/30/2024)**

**GENERAL CONDITIONS**

Engineering and Architectural Fees  
Building Permit  
Builders Risk Insurance  
Mobilization  
Temporary Facilities  
Temporary Barricades  
Supervision  
Concrete Testing

**SITE WORK**

Remove approx. 390 sq. ft. of concrete east of the existing building  
Remove approx. 1,235 sq. ft. of asphalt east of the existing building  
Cut/Fill as required for finish grades of floor slab  
Excavate grade beam  
Excavate column pads  
Fine grading of sand or lime screenings under floor slab and paving

**CONCRETE**

All formwork for floor slab  
Rebar in foundations per structural engineer  
Install W2.9 wire mats (6x6-6/6) in floor slab  
Install anchor bolts per metal building manufacturer's plans  
Pour grade beam and footing pads (3,000 psi concrete)  
Pour floor slab 6" thick (4,000 psi concrete)  
Trowel finish floor slab  
Saw control joints in floor slab  
Apply curing compound to floor slab  
Apply Cure-N-Seal WB to concrete floor at end of project

**METALS**

Install (4) 6" steel guard posts at exterior side of overhead door jambs. Posts to be set 24" below ground and 48" above ground and be filled with concrete

**THERMAL AND MOISTURE PROTECTION**

Install 3 ½" batt insulation in metal stud walls to 8' above finish floor

## **DOORS AND WINDOWS**

Install (2) hollow metal doors with hollow metal frames (1 exterior, 1 interior)  
Install (1) exterior mortise lock sets  
Install (1) interior lock set  
Install (2) heavy-duty door closers  
Install (1) 4' x 4' window with thermal break frame and tinted Low-E glass  
Install (1) 4' x 4' horizontal slider (insulated) window at interior office wall  
Install (1) 16' x 14' 24 gauge sectional steel door, vinyl backed polystyrene insulation, 2" track  
Install (1) 20' x 14' 24 gauge sectional steel door, vinyl backed polystyrene insulation, 2" track  
Install (2) commercial side-mount electric operators, 3 button control, photo cell entrapment, auxiliary chain hoist  
(2 remotes included)

## **FINISHES**

Install 2 ½" x 25 gauge metal studs 10' high on the exterior wall of the office  
Install 3 5/8" x 20 gauge metal studs on the other 3 walls of the office.  
Install 5/8" sheetrock 8' high on the interior of the office and 10' high on the exterior of the offices  
Install double 6" x 20 gauge studs 4' on center at top of stud wall for acoustical ceiling support  
Install rubber/vinyl base at the bottom of all sheetrock walls  
Paint sheetrock walls with 2 coats of latex enamel paint (eggshell finish)  
Paint hollow metal doors and frames with 2 coats of alkyd enamel paint  
Apply one coat of rust inhibitive primer and one coat of alkyd enamel paint on guard posts  
Install 2' x 4' acoustical ceiling in office with 6" batt insulation above ceiling

## **SPECIALTIES**

Install (1) fire extinguisher per fire and building codes

## **METAL BUILDING SYSTEMS**

20'-0" x 60'-0" x 16'-0" low eave  
Single slope roof – 1.25:12 roof pitch  
Bay spacing – 2 @ 30'-0"  
26 gauge, CS screw-down roof (Galvalume)  
26 gauge, CS wall panels (Galvalume)  
4" Vinyl-reinforced-vinyl faced fiberglass insulation in walls and roof  
Install 7'-6" 26 gauge steel panels on interior side of the exterior north and east walls  
6" gutters with downspouts and gable trim to match gutter profile  
Install 14 gauge multi-gutter between the existing building and new building addition

## **ELECTRICAL (ALTERNATE #1)**

Provide and install the following:

Home Run conduit system  
(2) Overhead door circuits  
(2) 120 volt shop outlets  
(4) 120 volt office outlets  
(1) Office electrical box with conduit for communications  
(2) 2x4 LED light fixtures (office)  
(5) Switches  
(10) 8', 10K lumen strip fixtures  
(1) 60 wat LED exterior wall pack fixtures  
(1) Exit/Emergency combination fixtures

***(continued)***

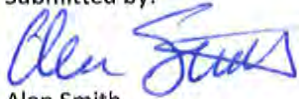
- (1) Interior emergency lights
- (1) Exterior emergency lights

**BASE PRICE: \$135,945.00**

**NOTES:**

- Alternate #1: To add electrical to the base quote, **ADD: \$15,772.00**

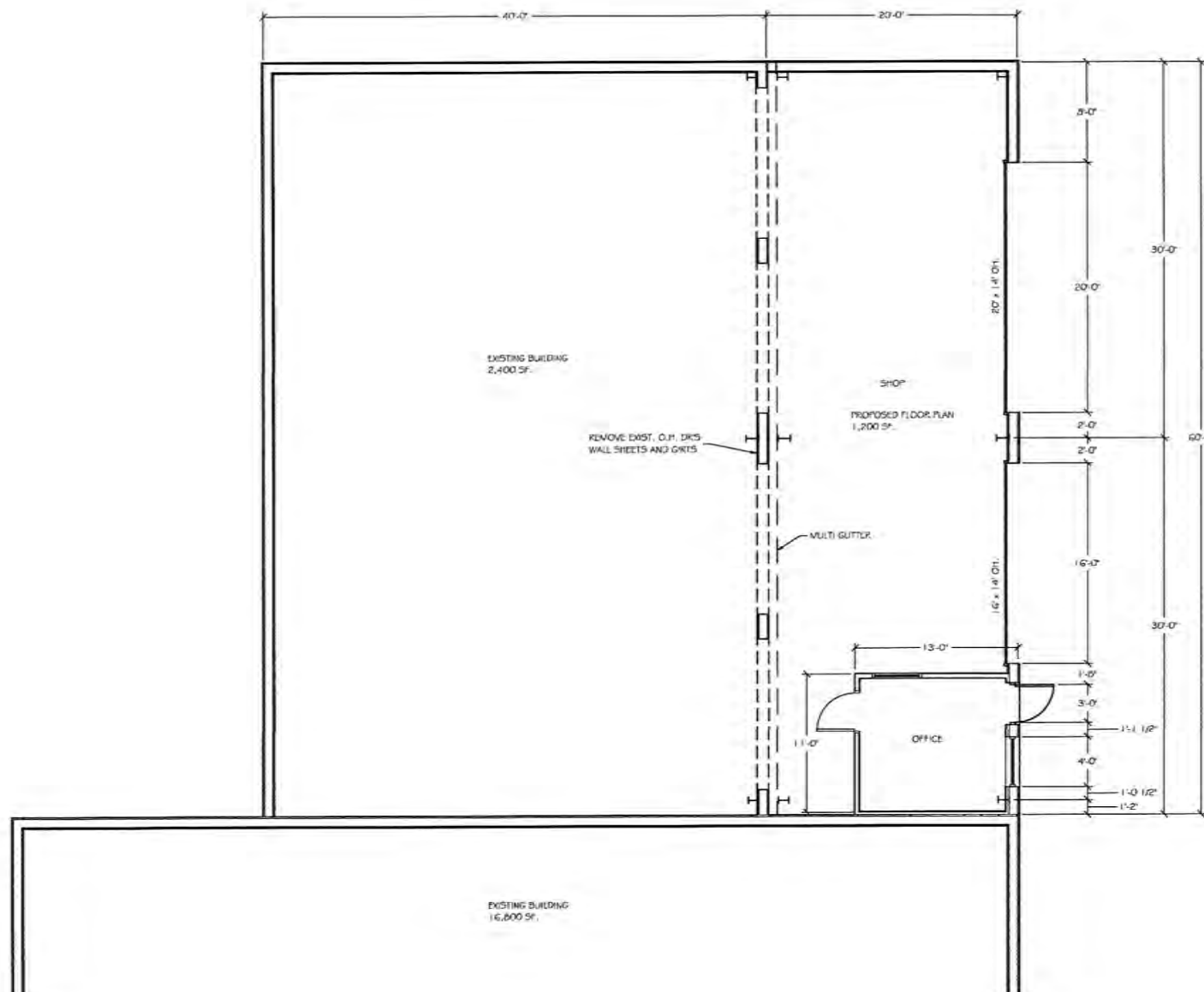
Submitted by:



Alan Smith

President

**smithconstruction**  
co., Inc.



**FLOOR PLAN**   
SCALE: 1/8" = 1'

**NOT FOR CONSTRUCTION**



smithconstruction  
Lansing, MI 48206  
and  
Smith Construction, Inc.  
Lansing, MI 48206



**CITY OF MULVANE  
SHOP ADDITION**  
410 W. BRIDGE ST.  
MULVANE, KS.



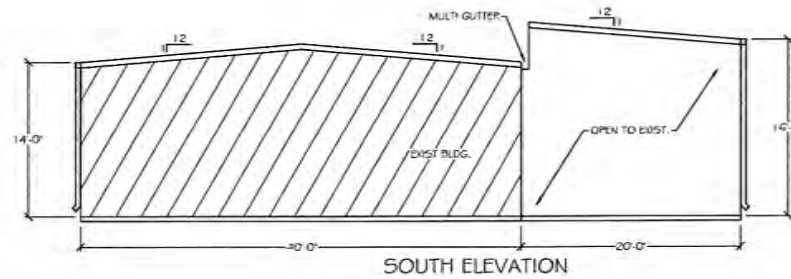
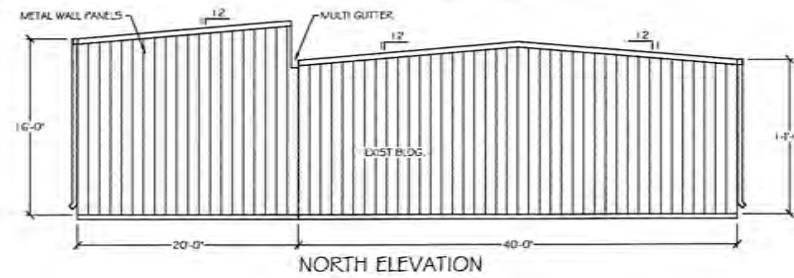
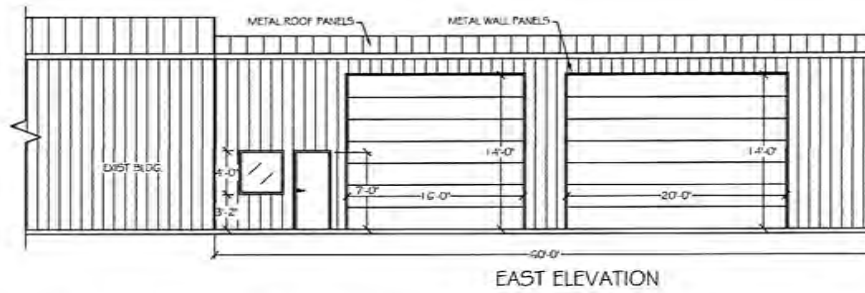
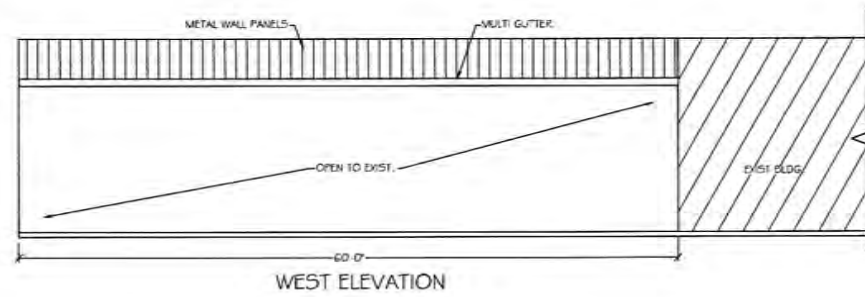
409 N. 12th St. E. - Mulvane, KS 67220  
cell (316) 433-1111 - (316) 723-1415 fax & h  
myarchitect@mulvane.com

**PRINTS ISSUED**  
10/4/23

MJC No. 2023-01-01  
drawn: KAS  
checked: TLFH

**A1.0**

Copyright © MJC Architecture



## ELEVATIONS

SCALE: 3/16" = 1'

C



CITY OF MULVANE  
SHOP ADDITION  
410 W. BRIDGE ST.  
MULVANE, KS.



430 N. 13TH St. E., Mulvane KS 67230  
call (316) 218-2103 • (316) 733-5415 fax & h  
myarchitect@mulvane.com

PRINTS ISSUED  
10/4/23

MJC No. 010000  
drawn: KAS  
checked: TLH

NOT FOR CONSTRUCTION

A3.0

Copyright MJC Architecture

Westfall Electric Inc  
 PO BOX 298  
 MULVANE, KS 67110 US  
 +1 3168662969  
 westfallelectric@westfallelect  
 ric.com  
 http://westfallelectric.com



Estimate 2945

ADDRESS	SHIP TO	DATE	TOTAL	
City of Mulvane	City of Mulvane	12/12/2023	\$14,136.85	
Kevin G. Baker	Kevin G. Baker			
Public Works Director	Public Works Director			
211 n 2nd ave	211 n 2nd ave			
mulvane, ks 67110 usa	mulvane, ks 67110 usa			

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Estimate for addition to mechanic shop building - replace existing breaker panel with a one that has greater capacity. - Add 3 highbay lights - switches for lights - add power for 2 rollup garage doors - a up to 10 receptacles - add 1 - 240v power receptacle up to 50amps - provide power for gas forced air unit heater	1	14,136.85	14,136.85

PROPOSAL FOR YOUR CONSIDERATION.	SUBTOTAL	14,136.85
	TAX	0.00
ESTIMATES ARE GOOD FOR 30 DAYS UNLESS OTHERWISE STATED/AGREED TO IN WRITING	TOTAL	\$14,136.85
THANK YOU!		THANK YOU.

Accepted By

Accepted Date







1301 S. Bebe St.  
Wichita, KS 67209  
(316) 425-3221 / (316) 210-6156  
Service@AutomotiveEquipmentinc.com

## Estimate

ESTIMATE#	230350
DATE	10/25/2023
PO#	

### CUSTOMER

X City Of Mulvane (COM-001)  
Corie Rogers  
410 W. Bridge St.  
Mulvane, KS 67110  
(316) 777-9536  
(316) 214-4990

### SERVICE LOCATION

X City Of Mulvane (COM-001)  
Corie Rogers  
45.7 Miles  
410 W. Bridge St.  
Mulvane, KS 67110  
(316) 777-9536  
(316) 214-4990

### DESCRIPTION

Waste Oil Heater for new addition [ 60 x 60 ]. Quoting EL140 w/ tank and stands, plumbing to the tank & waste oil pump

## Waste Oil Heater

Description	Qty	Rate	Total
EnergyLogic 140H W/ Tank & Stands	1.00	9,995.00	9,995.00
WOH Install Installation of EnergyLogic Heater	1.00	1,125.00	1,125.00
Scissor Lift Rental - Unless otherwise provided	1.00	250.00	250.00
Stainless Steel Piping for Waste Oil	1.00	1,706.00	1,706.00
Piping Install	4.00	110.00	440.00

### CUSTOMER MESSAGE

**Estimate Total: \$13,516.00**

### PRE-WORK SIGNATURE

Signed By:

**AUGUST LIFT INSPECTIONS**

# Waste Oil Furnaces

## *The Best Use for Your Waste Oil*

## EXCLUSIVE

## STANDARD

**PATENTED**

## STANDARD

**PATENTED**

**EXCLUSIVE\***

EXCLUSIVE

- EXCLUSIVE

STANDARD\*

**Pictured:** 200H on 250 tank and Class A Flue Kit.

## Furnace Only

# 140H

Heats up to 3,500 square feet



# 200H

Heats up to 5,000 square feet



# 350H

Heats up to 9,000 square feet



	ENGLISH	METRIC		ENGLISH	METRIC		ENGLISH	METRIC
<b>Fuel Flow Rate</b>	1.0 gallons/hour	3.78 liters/hour		1.4 gallons/hour	5.3 liters/hour		2.5 gallons/hour	9.4 liters/hour
<b>BTU Input</b>	140,000 BTU per hour	41.6 kW per hour		200,000 BTU per hour	58.3 kW per hour		350,000 BTU per hour	102 kW per hour
<b>Heat Rise Over Input Air</b>	100° - 120° F	37.8-48.9 C		100° - 120° F	37.8-48.9 C		100° - 120° F	37.8-48.9 C
<b>Air Flow</b>	1000 cfm	28cu. m/min		1500 cfm	42cu. m/min		2600 cfm	74 cu. m/min
<b>Warm Air Outlet Dimensions</b>	15"W x 15"H	38cm W x 38cm H		15"W x 15"H	38cm W x 38cm H		15"W x 15"H	38cm W x 38cm H
<b>Exhaust Flue Diameter</b>	6" or 8" diameter	15cm or 20cm diameter		6" or 8" diameter	15 cm or 20cm diameter		8" diameter	20cm diameter available
<b>Furnace Dimensions</b>	18"H x 18"W x 92"L	46cm H x 46cm W x 234cm L		18"H x 18"W x 103"L	46cm H x 46cm W x 262cm L		22"H x 22"W x 117"L	56cm H x 56cm W x 297cm L
<b>Furnace Weight</b>	295 lbs	132 kg		315 lbs	142 kg		415 lbs	188 kg

## Complete Systems

140H Furnace +  
Storage Tank, Draft Gauge and Class A Flue Kit

200H Furnace +  
Storage Tank, Draft Gauge and Class A Flue Kit

350H Furnace +  
Storage Tank, Draft Gauge and Class A Flue Kit

	ENGLISH	METRIC		ENGLISH	METRIC		ENGLISH	METRIC
<b>130 Gal Storage Tank (single wall)</b>	130 gallons	492.10 liters		130 gallons	492.10 liters		NA	NA
<b>Tank Dimensions</b>	32"H x 30"W x 38"L	81 cm H x 76cm W x 96cm L		32"H x 30"W x 38"L	81 cm H x 76cm W x 96cm L		NA	NA
<b>Shipping Weight</b>	698 lbs	317 kg		720 lbs	327 kg		NA	NA
<b>200 Gal Storage Tank (single wall)</b>	200 gallons	757 liters		200 gallons	757 liters		NA	NA
<b>Tank Dimensions</b>	32"H x 30"W x 48"L	81 cm H x 76cm W x 121cm L		32"H x 30"W x 48"L	81 cm H x 76cm W x 121cm L		NA	NA
<b>Shipping Weight</b>	750 lbs	340 kg		770 lbs	349 kg		NA	NA
<b>250 Gal Storage Tank</b>	250 gallons	946 liters		250 gallons	946 liters		250 gallons	946 liters
<b>Tank Dimensions (single wall)</b>	32"H x 30"W x 61"L	81cm H x 78cm W x 152 cm L		32"H x 30"W x 61"L	81cm H x 76cm W x 152 cmL		32"H x 30"W x 61"L	81cm H x 76cm W x 152 cmL
<b>Tank Dimensions (double wall)</b>	40"H x 31"W x 61"L	102 cm H x 79cm W x 155cm L		40"H x 31"W x 61"L	102 cm H x 79cm W x 155cm L		40"H x 31"W x 61"L	102 cm H x 79cm W x 155cm L
<b>Shipping Weight (single wall)</b>	749 lbs	340 kg		770 lbs	349 kg		899 lbs	408 kg
<b>Shipping Weight (double wall)</b>	976 lbs	442 kg		998 lbs	453 kg		1127 lbs	511 kg

### Approved Fuels

Used crankcase oils, ATF, No. 2 fuel oil, up to 90 weight gear oil and diesel fuel

### Electrical Req.

115 VAC 60Hz, 25 amps | maximum dedicated circuit

### Warranty

10 years on heat exchanger, five years full and five years prorated  
Up to 2 years on parts\*

\*One year warranty standard. Second year warranty  
requires product registration within 30 days of product receipt.

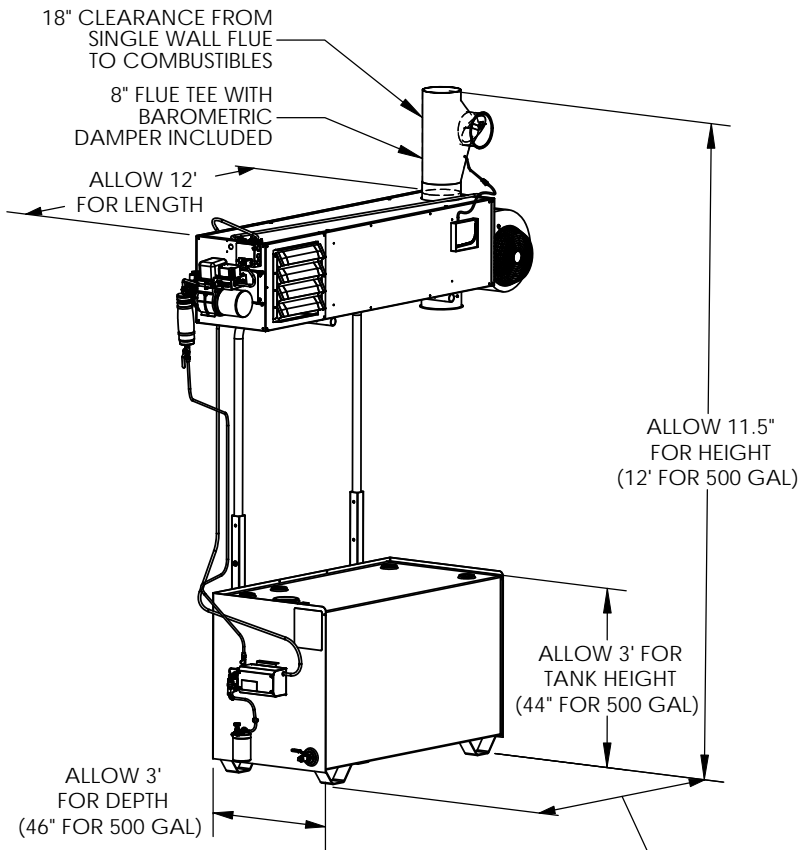
### Regulation and Certification

EPA approved  
UL-Listed - U.S. and Canada



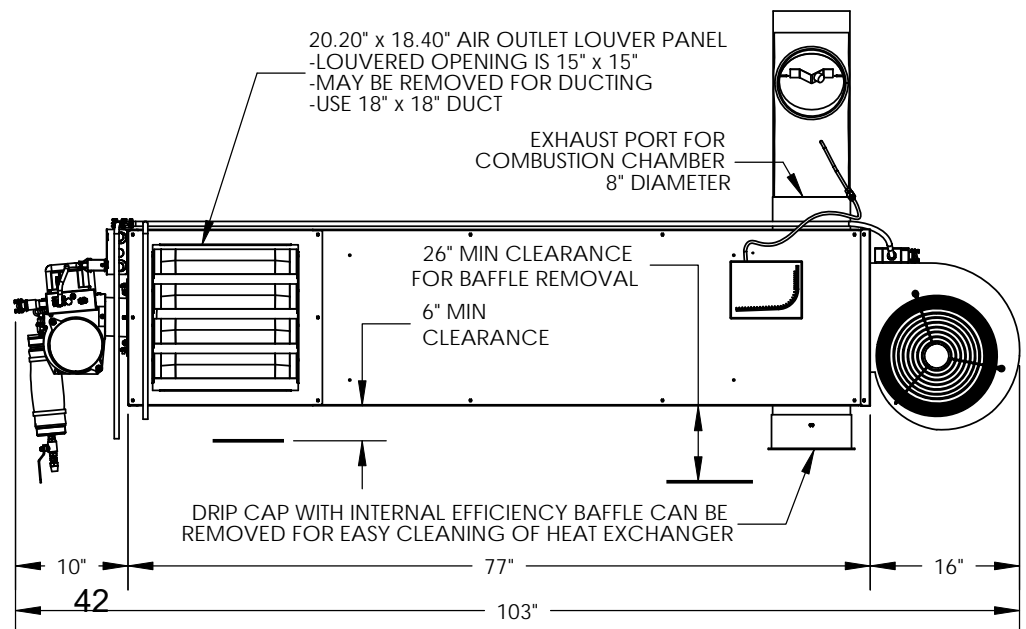
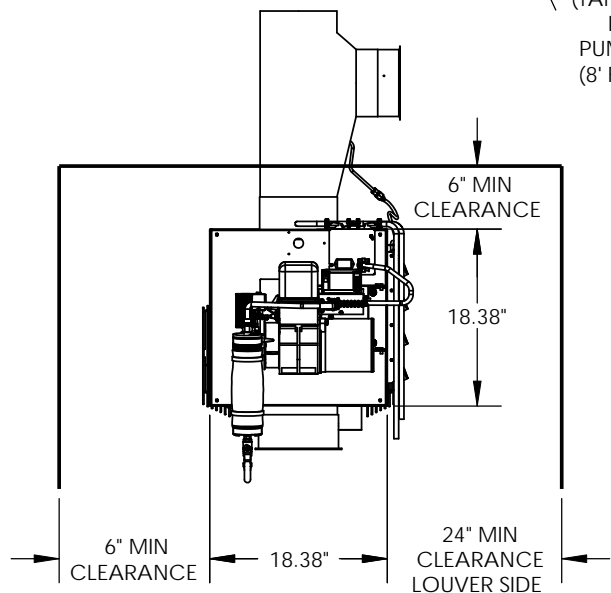
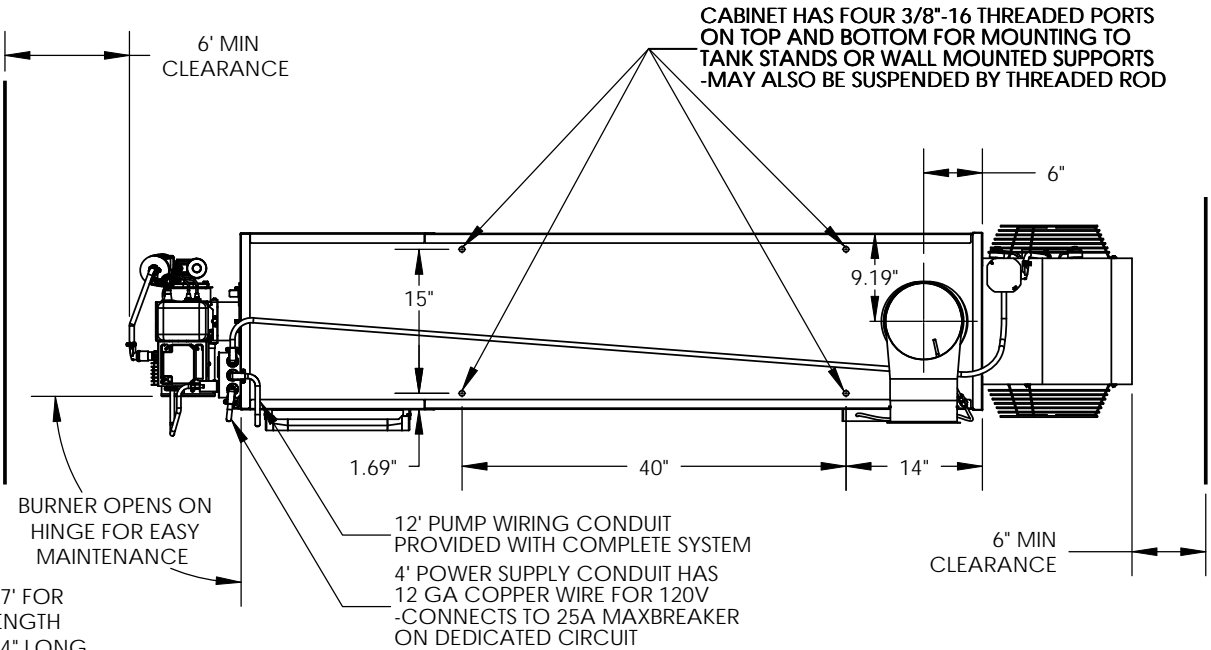
5901 Crossings Boulevard | Antioch, TN 37013  
(800) 335-3092 | [www.energylogic.com](http://www.energylogic.com)





## MODEL EL-200H (SHOWN WITH 250 GALLON SW TANK)

- CABINET WEIGHT WITH BURNER AND BLOWER: APPR 315 LBS
- TANK WEIGHT EMPTY: APPR 425 LBS (600 LBS FOR 500 Gallon SW)
- FLUE DIAMETER: 8"
- FREE AIR DELIVERY: 1500 CFM
- HEATING AREA: APPR 5000 SQ FT WITH 16' CEILINGS



February 5, 2024  
City Council Meeting

TO: Mayor & City Council  
FROM: City Administrator  
RE: IdeaTek Franchise and Pole Attachment Agreements  
ACTION: Approve IdeaTek Agreements for Fiber Installation

---

**Background:**

The city of Mulvane maintains ownership over the utility right of ways throughout the city limits. Utility providers have to request permission to install their equipment within the city's right of way. The standard agreement is a franchise agreement that outlines what the utilities can do within the city's right of way and typically come with a 5% franchise fee that is calculated from the utility's gross revenue. Additionally, the city of Mulvane owns the utility poles through out the city. If any utility requires the use of the city's utility poles for their equipment, they are required to have an agreement executed with the city to facilitate a rental payment for each pole attachment.

Included are a franchise agreement and pole attachment agreement submitted on behalf of the telecommunications utility IdeaTek to install fiber optic internet throughout the city of Mulvane. The franchise agreement includes a 5% franchise fee, and the pole attachment agreement includes a \$10 per pole attachment per year fee. Each is a standard rate that the city charges to each of the utilities that request access to the city's right of way. These fees are meant to help cover any cost of standard maintenance of the right of way and utility poles.

**Analysis:**

IdeaTek is submitting standard agreements to access the city's right of way and attach to the city's utility poles.

**Fiscal Impact:**

If successful in gaining customers, the city would see increased revenue from the franchise agreement with IdeaTek. The city will also see increased revenue from every pole attachment IdeaTek utilizes.

**Motions:**

City staff has evaluated these programs as well as communicated with other communities currently engaged in the programs and find that these programs would be beneficial for the city of Mulvane in not only saving money, but also saving time through paperwork and budgeting process. We recommend contracting with Enterprise Fleet Management for the purchase of vehicles, maintenance and fuel.

**MOTION #1**

I make a motion to approve the franchise agreement / ordinance with IdeaTek and authorize the Mayor to sign.

**MOTION #2**

I make a motion to approve the pole attachment agreement with IdeaTek and authorize the Mayor to sign.



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

**A CONTRACT FRANCHISE ORDINANCE GRANTED TO IDEATEK  
TELCOM, LLC, A TELECOMMUNICATIONS LOCAL EXCHANGE  
SERVICE PROVIDER PROVIDING LOCAL EXCHANGE SERVICE  
WITHIN THE CITY OF MULVANE, KANSAS.**

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

**SECTION 1. Definitions.** For the purposes of this contract franchise ordinance, the following words and phrases and their derivations shall have the meaning:

*"Access line"* shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office-based switching arrangement where all stations serviced by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services process by a telecommunications local exchange service provider or private line service arrangements.

*"Access line count"* means the number of access lines serving consumers within the corporate boundaries of the City on the last day of each month.

*"Access line fee"* means a fee determined by a city, up to a maximum as set out in K.S.A. 2019 Supp. 12-2001 and amendments thereto, to be used by a telecommunications local exchange service provider in calculating the amount of access line remittance.

*"Access line remittance"* means the amount to be paid by a telecommunications local exchange service provider to a city, the total of which is calculated by multiplying the access line fee, as determined in the City, by the number of access lines served by that telecommunications local exchange service provider within that city for each month in that calendar quarter.

*"City"* means the City of Mulvane, Kansas.

*"Distributed antenna systems"* or *"DAS Facility"* means certain components of IdeaTek's fiber network facilities consisting of distributed antenna systems which may be located on existing or new streetlights, stand-alone poles, third party utility poles, and other structures located on or within the Public right-of-way as permitted under this ordinance, and which will be connected IdeaTek's Facilities.

***“Facilities”*** means telephone and telecommunications lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, DAS Facility, and all equipment used to provide Telecommunications services.

***“Gross Receipts”*** means only those receipts collected from within the corporate boundaries of the City enacting the franchise and which are derived from the following: (A) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (B) recurring local exchange access line services for pay phone lines provided by a telecommunications local exchange service provider to all pay phone service providers; (C) local directory assistance revenue; (D) line status verification/busy interrupt revenue; (E) local operator assistance revenue; and (F) nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills. All other revenues, including, but not limited to, revenues from extended area service, the sale of lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services; lines providing only data service without voice services processed by a telecommunications local exchange service provider; private line service arrangements, Internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross Receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If a telecommunications local exchange service provider offers additional services of a wholly local nature which if in existence on or before July 1, 2002, would have been included with the definition of gross receipts, such services shall be included from the date of the offering of such services in the City.

***“IdeaTek”*** means IdeaTek Telcom, LLC, a Kansas limited liability company and a Telecommunications service provider providing service and/or operating Facilities within the City. References to IdeaTek shall also include as appropriate any and all successors and assigns.

***“Local exchange service”*** means local switched telecommunications service within any local exchange service area approved by the state corporation commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.

***“Provider”*** shall mean a local exchange carrier as defined in subsection (h) of K.S.A. 66-1,187 and amendments thereto, or a telecommunications carrier as defined in subsection (m) of K.S.A. 66-1,187, and amendments thereto.

***“Public Improvement”*** means any existing or contemplated public facility, building, or capital improvement project, financed by the City, including, without limitation, streets, alleys, sidewalks, sewer, water, drainage, Public right-of-way improvement, and Public Projects.

***“Public Project”*** means any project planned or undertaken and financed by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature paid for with public funds.

***"Public right-of-way"*** means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.

***"Telecommunications local exchange service provider"*** means a local exchange carrier as defined in subsection (h) of K.S.A. 66-1,187, and amendments thereto, and a telecommunications carrier as defined in subsection (m) of K.S.A. 66-1,187, and amendments thereto, which does, or in good faith intends to, provide local exchange service. The term telecommunications local exchange service provider does not include an interexchange carrier that does not provide local exchange service, competitive access provider that does not provide local exchange service or any wireless telecommunications local exchange service provider.

***"Telecommunications services"*** means providing the means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

## **SECTION 2. Grant of Contract Franchise.**

A. Pursuant to K.S.A. 2019 Supp. 12-2001, there is hereby granted to IdeaTek this nonexclusive contract franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public right-of-way for the purpose of any Telecommunications services or system, including but not limited to, supplying Telecommunications services to the consumers or recipients of such service located within the corporate boundaries of the City, for the term of this contract franchise, subject to the terms and conditions of this contract franchise.

B. The grant of this contract franchise by the City shall not convey title, equitable or legal, in the Public right-of-way, and shall give only the right to occupy the Public right-of-way, for the purposes and for the period stated in this contract franchise. This contract franchise does not:

(1) Grant the right to use Facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party (including without limitation, poles, towers, and other utility structures), without the consent of such party;

(2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way; or

(3) Excuse IdeaTek from obtaining appropriate access or attachment agreements before locating its Facilities on the Facilities owned or controlled by the City or a third-party.

C. As a condition of this grant, IdeaTek is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the Kansas



Corporation Commission (KCC). IdeaTek shall also comply with all applicable laws, statutes and/or city regulations (including, but not limited to, those relating to the construction and use of the Public right-of-way or other public property).

D. At least thirty (30) days prior to commencing any activities related to the construction, maintenance, or extension of its Facilities along, across, upon or under the Public right-of-way, IdeaTek shall submit to the City written plans detailing all such activities together with an application for permit and permit fee.

E. IdeaTek shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this contract franchise, and IdeaTek shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this contract franchise does not provide IdeaTek the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. IdeaTek agrees that this franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.

F. This authority to occupy the Public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

### **SECTION 3. Use of Public Right-of-Way.**

A. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this contract franchise, IdeaTek shall have the right to construct, maintain and operate its Facilities along, across, upon and under the Public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.

B. IdeaTek's use of the Public right-of-way shall always be subject and subordinate to the City's use of the Public right-of-way for any public purpose. The City may exercise its home rule powers in its administration and regulation related to the management of the Public right-of-way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. IdeaTek shall coordinate the installation of its Facilities in the Public right-of-way in a manner which minimizes adverse impact on Public Improvements, as reasonably determined by the City. IdeaTek shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public right-of-way, including, but not limited to, the municipal code of the City and amendments thereto.

C. IdeaTek shall participate in the Kansas One Call utility location program.

D. All earth, materials, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind located within the Public right-of-way damaged, displaced, or removed by IdeaTek shall be fully repaired or replaced to its prior condition or to existing municipal standards as are then in existence within thirty (30) days of commencing such activity under this contract franchise by IdeaTek without cost to the City.

E. IdeaTek shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete information regarding the location of its Facilities located within the Public right-of-way when requested by the City. Such location and identification shall be promptly communicated in writing to the City without cost to the City, its employees, agents or authorized contractors. IdeaTek shall designate and maintain an agent, familiar with the Facilities, who is responsible for providing timely information needed by the City for the design and replacement of Facilities in the Public right-of-way during and for the design of Public Improvements. At the request of IdeaTek, the City shall provide accurate and timely field locations of proposed projects in the event IdeaTek is required to install new and/or relocate its Facilities.

F. IdeaTek shall promptly locate, remove, relocate, or adjust any Facilities located in the Public right-of-way if reasonably necessary and requested by the City for a Public Project. Such location removal, relocation, or adjustment for a particular Public Project shall be performed by IdeaTek without expense to the City, its employees, agents, or authorized contractors, and shall be specifically subject to rules and regulations of the City pertaining to such. If additional location, removal, relocation, or adjustment is the result of the inaccurate or mistaken information of IdeaTek, IdeaTek shall be responsible for costs associated with such without expense to the City.

G. The City will continue to provide a location in the Public right-of-way for IdeaTek's Facilities as part of a Public Project, provided that IdeaTek has cooperated promptly and fully with the City in the design of its Facilities as part of the Public Project.

H. It shall be the responsibility of IdeaTek to take adequate measures to protect and defend its Facilities in the Public right-of-way from harm or damage. If IdeaTek fails to accurately locate Facilities when requested, it shall have no claim for costs or damages against the City. IdeaTek shall be responsible to the City and its agents, representatives, and authorized contractors for all damages including, but not limited to, delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind arising out of the failure of IdeaTek to perform any of its obligations under this Ordinance. The above general provisions notwithstanding, the City and its authorized contractors shall take reasonable precautionary measures including calling for utility locations through Kansas One Call and exercising due caution when near IdeaTek's Facilities.

I. Before IdeaTek may install new poles under this Agreement, it shall request permission in writing along with a detailed attachment plan and drawing for each pole line, together with necessary maps, indicating specifically the poles to be placed and placement of lines on the pole. If, in the judgment of City, erection/construction of new poles would be a safety hazard, would adversely affect business, or is otherwise undesirable in the City's sole discretion, the City may reject IdeaTek's request. In the event that existing poles cannot accommodate IdeaTek's needs and the erection of new poles are requested by IdeaTek and approved by the City, IdeaTek shall be responsible for paying all costs and fees associated therewith. IdeaTek shall further be responsible for the attachment and re-attachment of existing utilities occupying the poles currently in place. IdeaTek shall install any necessary down guys and anchors, as necessary in the City's discretion, consistent with industry standards to offset strain on any such new poles.

#### **SECTION 4. Compensation to the City.**

A. In consideration of this contract franchise, IdeaTek agrees to remit to the City a franchise fee of five percent (5%) of Gross Receipts. To determine the franchise fee, IdeaTek shall calculate the Gross Receipts and multiply such receipts by 5%. Thereafter, subject to Paragraph (B) hereafter, compensation for each calendar year of the remaining term of this contract franchise shall continue to be based on a sum equal to 5% of Gross Receipts, unless the City notifies IdeaTek prior to ninety (90) days before the end of the calendar year that it intends to switch to an Access line fee in the following calendar year; provided, such Access line fee shall not exceed the maximum Access line fee allowed by Statute. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back; provided the City notifies IdeaTek prior to ninety (90) days before the end of the calendar year. In addition to the franchise fee described above, a one-time permit and license fee of \$1,000.00 for each DAS Facility installed within the public right-of-way of the City shall be paid by IdeaTek, with such fee being due to the City upon at the commencement of installation.

B. After this contract franchise is terminated, and every 36 months thereafter, the City, subject to the public notification procedures set forth in K.S.A. 12-2001 (m), and amendments thereto, may elect to adopt an increased Access line fee or Gross Receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the Access line fee.

C. IdeaTek shall pay on a quarterly basis without requirement for invoice or reminder from the City, and within 45 days of the last day of the quarter for which the payment applies franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.

D. Upon written request by the City, but no more than once per quarter, IdeaTek shall submit to the City a certified statement showing the manner in which the franchise fee was calculated.

E. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 2019 Supp. 12-2001, and amendments thereto.

F. The City shall have the right to examine, upon written notice to IdeaTek no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by IdeaTek.

G. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and 17-1902, and amendments thereto. The franchise fee is compensation for use of the Public right-of-way and shall in no way be deemed a tax of any kind.



H. IdeaTek shall remit an access line (franchise) fee or a gross receipts (franchise) fee to the City on those Access lines that have been resold to another telecommunications local exchange service provider, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a contract franchise ordinance. Such Access line (franchise) fee or gross receipts (franchise) fee shall be in the same amount or percentage as the franchise fee set forth in Paragraph 4(A) hereinabove.

#### **SECTION 5. Indemnity and Hold Harmless.**

A. It shall be the responsibility of IdeaTek to take adequate measures to protect and defend its Facilities in the Public right-of-way from harm or damage. If IdeaTek fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 *et seq.*, it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage by its negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near IdeaTek's Facilities.

B. IdeaTek shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of IdeaTek, any agent, officer, director, representative, employee, affiliate or subcontractor of IdeaTek, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public right-of-way.

C. If IdeaTek and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This Section is solely for the benefit of the City and IdeaTek and does not create or grant any rights, contractual or otherwise, to any other person or entity.

D. IdeaTek or City shall promptly advise the other in writing of any known claim or demand against IdeaTek or the City related to or arising out of IdeaTek's activities in the Public right-of-way.

#### **SECTION 6. Insurance Requirement.**

A. During the term of this contract franchise, IdeaTek shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the State of Kansas. Should IdeaTek elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. IdeaTek shall provide not less than the following insurance:

(1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.

(2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims-made-basis, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from IdeaTek's operations under this contract franchise.

B. As an alternative to the requirements of Paragraph (A), IdeaTek may demonstrate to the satisfaction of the City that it is self-insured and as such IdeaTek has the ability to provide coverage in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by IdeaTek, or alleged to so have been caused or occurred.

C. IdeaTek shall, as a material condition of this contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City thirty (30) days prior written notice.

**SECTION 7. Revocation and Termination.** In case of failure on the part of IdeaTek to comply with any of the provisions of this contract franchise, or if IdeaTek should do or cause to be done any act or thing prohibited by or in violation of the terms of this contract franchise, IdeaTek shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this contract franchise shall be deemed revoked or terminated, provided that said revocation or termination, shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this contract franchise, it shall first serve a written notice upon IdeaTek, setting forth in detail the neglect or failure complained of, and IdeaTek shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this contract franchise. If at the end of such sixty (60) day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this contract franchise by an affirmative vote of the City Council present at the meeting and voting, setting out the grounds upon which this contract franchise is to be revoked and terminated; provided, to afford IdeaTek due process, IdeaTek shall first be provided reasonable notice of the date, time and location of the City Council's consideration, and shall have the right to address the City Council regarding such matter; and further provided, if the nature of the default is such that it cannot be reasonably cured within the above said sixty (60) day period, and the City Council believes IdeaTek has in good faith timely commenced its cure and is diligently pursuing the completion of the same, IdeaTek may, in the City's sole discretion, be given a reasonable additional period of time to complete its cure. Nothing herein shall prevent either party from invoking any other remedy that may otherwise exist at law. Upon any determination by the City Council to revoke and terminate this contract franchise, IdeaTek shall have thirty (30) days to appeal such decision to the District Court of Butler County, Kansas. This contract franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless IdeaTek has instituted such an appeal. If IdeaTek does timely institute

such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of IdeaTek to comply with any of the provisions of this contract franchise or the doing or causing to be done by IdeaTek of anything prohibited by or in violation of the terms of this contract franchise shall not be a ground for the revocation or termination thereof when such act or omission on the part of IdeaTek is due to any cause or delay beyond the control of IdeaTek or to bona fide legal proceedings.

#### **SECTION 8. Reservation of Rights.**

A. In executing this contract franchise, neither Party, in any manner, waives its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, nor does the City waive its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

B. In granting its consent hereunder, IdeaTek does not, in any manner, waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas or applicable Federal laws or regulations as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

C. In entering into this contract franchise, neither the City's nor IdeaTek's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into this contract franchise, neither the City nor IdeaTek waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or IdeaTek may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances (*e.g.*, the City's right-of-way ordinance referenced in Section 3B of this contract franchise), and/or rulings.

**SECTION 9. Failure to Enforce.** The failure of either the City or IdeaTek to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this contract franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or IdeaTek unless said waiver or relinquishment is in writing and signed by both the City and IdeaTek.

#### **SECTION 10. Term and Termination Date.**

A. This contract franchise shall be effective for a term beginning on the effective date of this contract franchise and end ten (10) years from such date. Thereafter, this contract franchise will automatically renew for up to eight additional two (2) year terms, unless either party notifies the other party of its intent to terminate the contract franchise at least one hundred and eighty (180) days before the termination of the then current term. The additional term shall be deemed a continuation of this contract franchise and not as a new franchise or amendment.

B. Upon written request of either the City or IdeaTek, this contract franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any



rights or obligations of either the City or IdeaTek, including but not limited to the scope of the contract franchise granted to IdeaTek or the compensation to be received by the City hereunder.

C. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or IdeaTek may elect to request amendment of the contract franchise or to terminate the entire contract franchise as appropriate. In the event of such invalidity, if IdeaTek is required by law to enter into a contract franchise with the City, the parties agree to act in good faith in promptly negotiating a new contract franchise.

D. Amendments under this Section, if any, shall be made by mutually executed written contract franchise ordinance as prescribed by statute. This contract franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this Section.

E. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this contract franchise upon the termination date of this contract franchise, the parties by written mutual agreement may extend the termination date of this contract franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this contract franchise and not as a new contract franchise ordinance or amendment.

**SECTION 11. Point of Contact and Notices.** IdeaTek shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of IdeaTek in the event of an emergency. IdeaTek shall provide the City with said local contact's name, address, telephone number and e-mail address. Emergency notice by IdeaTek to the City may be made by telephone to the City Clerk or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. mail, certified mail, return receipt requested, or by overnight delivery through a nationally recognized carrier. All written notices shall be deemed delivered upon receipt or refusal of delivery.

**To the City:**

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

**To IdeaTek:**

IdeaTek Telecom, LLC  
Attn: Daniel Friesen, CIO  
P. O. Box 407  
Buhler, Kansas 67522

or to replacement addresses that may be later designated in writing.

**SECTION 12. Transfer and Assignment.** This contract franchise is granted solely to the IdeaTek and shall not be transferred or assigned without the prior written approval of the City; provided that such transfer or assignment of this contract franchise may occur without written consent of the City any entity controlling, controlled by or under common control with IdeaTek.

The parties acknowledge that said City consent shall only be with regard to the transfer or assignment of this contract franchise, and that, in accordance with Kansas Statute, the City does not have the authority to require City approval of transfers of ownership or control of the business or assets of IdeaTek. In the event of any transfer or assignment of either this contract franchise or IdeaTek's business or assets, IdeaTek shall: timely notify the City of the successor entity; provide a point of contact for the successor entity; and advise the City of the effective date of the transfer or assignment. Additionally, IdeaTek's obligations under this contract franchise with regard to indemnity, bonding and insurance shall continue until the transferee or assignee has taken the appropriate measures necessary to assume and replace the same, the intent being that there shall be no lapse in any coverage as a result of the transfer or assignment. In the event an entity acquires substantially all of the assets of IdeaTek, said successor entity shall be allowed to operate under this contract franchise for up to one hundred and eighty (180) days from the date of transfer; provided, within thirty (30) days from the date of transfer said successor entity makes application with the City for either a new ordinance or the transfer of this contract franchise, and provides the City with written evidence satisfying the obligations under this contract franchise with regard to indemnity, bonding and insurance.

**SECTION 13. Confidentiality.** Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 and 66-1220a *et seq.*, and amendments thereto. IdeaTek agrees to indemnify and hold the City harmless from any and all penalties or costs, including reasonable attorney's fees, arising from the actions of IdeaTek, or of the City at the written request of IdeaTek, in seeking to safeguard the confidentiality of information provided by IdeaTek to the City under this contract franchise.

**SECTION 14. Acceptance of Terms.** IdeaTek shall have sixty (60) days after the final passage and approval of this contract franchise to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this contract franchise, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted, this contract franchise and acceptance shall constitute a contract between the City and IdeaTek subject to the provisions of the laws of the State of Kansas, and shall be deemed effective on the later of the date IdeaTek files acceptance with the City or publication of this contract franchise.

**SECTION 15. Payment of Publication Costs.** In accordance with statute, IdeaTek shall be responsible for payment of all actual costs and expense of publishing this contract franchise, a summary and/or any amendments thereof.

**SECTION 16. Severability.** If any clause, sentence, or section of this contract franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or IdeaTek may elect to declare the entire contract franchise is invalidated if the portion declared invalid is, in the judgment of the City or IdeaTek, an essential part of the contract franchise; provided, however, if IdeaTek is required by law to enter into a contract franchise with the City, the parties agree to act in good faith in promptly negotiating a new contract franchise, and this contract franchise shall remain in effect according to its terms pending completion of any renegotiation provided by this Section.

**SECTION 17. Force Majeure.** Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond IdeaTek's or the City's control.

*[Remainder of Page Intentionally Left Blank]*

PASSED, ADOPTED AND APPROVED by the governing body of the City of Mulvane,  
Kansas this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

CITY OF MULVANE, KANSAS

[seal]

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

ATTEST:

\_\_\_\_\_  
Debra Parker, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
J.T. Klaus, City Attorney

APPROVED AND ACCEPTED:

IDEATEK TELCOM, LLC

By \_\_\_\_\_  
Daniel P. Friesen, CIO



*(Ordinance Summary published in \_\_\_\_\_ on \_\_\_\_\_ and the full text of the Ordinance made available at [www.mulvanekansas.com](http://www.mulvanekansas.com) for a minimum of one (1) week from the date of publication.)*

**Ordinance No. \_\_\_\_\_ Summary**

On \_\_\_\_\_, 2023, the City of Mulvane, Kansas adopted Ordinance No. \_\_\_\_\_ granting a franchise to IdeaTek Telcom, LLC, a telecommunications local exchange service provider providing local exchange service within the City. A complete copy of this ordinance may be obtained or viewed free of charge at the Office of the City Clerk at City Hall, \_\_\_\_\_ or at [www.mulvanekansas.com](http://www.mulvanekansas.com). This summary is certified legally accurate and sufficient by the Mulvane City Attorney pursuant to K.S.A. 12-3001 *et seq.*

SUMMARY CERTIFIED:

\_\_\_\_\_  
J.T. Klaus, City Attorney

Dated: \_\_\_\_\_

## **POLE ATTACHMENT AGREEMENT**

THIS AGREEMENT made this \_day of \_\_\_\_\_ 2023, by and between the City of Mulvane, Kansas, a Kansas municipal corporation (hereafter, "OWNER" or "CITY"), and IdeaTek Telcom, LLC, a Kansas limited liability company (hereafter, "LICENSEE").

### **WITNESSETH:**

**WHEREAS**, Licensee was granted a franchise agreement (Ordinance No. \_\_\_\_\_) with the City of Mulvane, Kansas to construct, operate, and maintain, a telecommunications system in the City of Mulvane, Kansas and in the course of its operations will need to erect and maintain aerial cables, wire, and associated appurtenances throughout the area to be served, and desires to attach such cables, wires and appurtenances to poles of Owner, located in the City of Mulvane, Kansas; and

**WHEREAS**, Owner is willing to permit, to the extent it may lawfully do so, the attachment of said cables, wires and appurtenances to its solely owned poles, where, in its judgment, such use will not interfere with its own service requirements, including considerations of economy, safety, and aesthetical considerations;

**NOW, THEREFORE**, in consideration of" the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

### **ARTICLE I SCOPE OF AGREEMENT**

(a) To the extent permitted by applicable law, the Owner reserves the right to exclude from joint use (1) poles which, in the Owner's reasonable judgment are necessary for its own solo use, (2) poles which, if involved in joint use, would in the Owner's reasonable judgment impair the proper rendering of its utility service, now or in the future, or otherwise, or in Owner's judgment would be unsuitable to use by Licensee. The Owner also shall have the right to provide pole facilities on alternate routes where, in its reasonable judgment, poles placed on a particular route would be objectionable.

(b) No use, however extended, of Owner's poles, under this Agreement, shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Owner to maintain any of said poles for a period longer than is demanded by its own service requirements.

(c) Licensee shall, at its own expense, make and maintain said attachments in safe condition and thorough repair, and in a manner suitable to Owner and so as not to conflict with the

use of said poles by Owner, or by other utility companies using said poles. Licensee shall at all times, at its own expense, upon reasonable notice from Owner, relocate, replace or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Owner, provided, however, that whenever the Licensee fails to dispatch, after written notice and a reasonable time to cure, the necessary work force or materials to perform any work necessary to maintain said attachments in safe condition the Owner shall have the right to perform such work, and in which event the Licensee shall, on demand, reimburse Owner for its actual, direct expense thereby incurred, and such expense shall be the total cost to the Owner including labor and reasonable incidental material, supervision and general overhead, and any other incidental charges.

(d) Prior to the making of any of Licensee's attachments on an Owner's pole, Licensee shall notify the Owner of the proposed attachment. No attachments shall be made by Licensee without first obtaining approval from the Owner, whereby such approval shall not be unreasonably withheld.

(e) In the event an attachment requires the replacement of the Owner's pole either prior to or following an attachment, the parties agree to cooperate and work together to share the costs of said replacement.

## **ARTICLE II SPECIFICATIONS**

Licensee's cables, wires and appurtenances, in each and every location including all facilities, shall be erected and maintained in accordance with the requirements and specifications of the current National Electrical Safety Code (NESC). Licensee agrees to comply with all applicable laws, statutes, rules, regulations and ordinances.

## **ARTICLE III RENTAL CHARGES**

In addition to any other costs, expenses, or charges that may be incurred by, or enforced against, Licensee under this Agreement, Licensee shall pay a ten dollar (\$10) annual fee by January 31<sup>st</sup> of each year for each pole attachment upon which it attaches its cables, wires and appurtenances. Upon full buildout of Licensee's facilities, Owner and Licensee agree to review the pole attachment fee and determine if a flat annual fee for all pole attachments is agreeable to both parties.

## **ARTICLE IV**

### **DEFAULTS**

If Licensee shall fail to comply with any of the material provisions of this Agreement including the specifications hereinbefore referred to, or default in any of its material obligations under this Agreement, and shall fail within thirty (30) days after written notice from Owner to correct such default or noncompliance, Owner may, at its option forthwith terminate this Agreement or any Joint Use Permit covering the poles as so which such default or noncompliance shall have occurred. In case of such termination, final rental payment shall be made on a pro rata basis for that part of the calendar year.

## **ARTICLE V**

### **LIABILITY AND DAMAGE**

(a) Owner reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements.

(b) Licensee shall exercise reasonable precautions to avoid damage to facilities of Owner or of authorized users of Owner's poles; and Licensee hereby assumes all responsibility for any and all damage to facilities of said Owner or authorized users rising out of or caused by the conduct or property of Licensee, whether from the Licensee's negligence or otherwise, so long as the damage caused by the Licensee's property is not the result of another not affiliated with Licensee. Licensee shall make an immediate report to the particular owner of the facilities affected of the occurrence of any damage and hereby agrees to reimburse such owner for the expense incurred in making the necessary repairs and replacement.

(c) Except for liabilities caused by the grossly negligent, reckless or willful misconduct of Owner and/or its agents, Licensee shall indemnify, protect, defend and save harmless Owner from and against any and all claims and demands for damages to property and injury or death to persons, including payments made under any Workmen's Compensation Law or under any plan for employee disability and death benefits, which may arise out of or be caused by the erection, maintenance; presence, use or removal of Licensee's attachments or by the proximity of the respective cables, wire and appurtenances of the Owner, the Licensee, and other authorized users, or by an act of Licensee in or near the City of Mulvane, Kansas. Licensee shall carry insurance to protect the Owner from and against any and all claims, demands actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. At a minimum, the Licensee shall procure and maintain for the duration of this agreement the following types and limits of insurance;



1. Commercial General Liability written on an ISO Occurrence form or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, personal/advertising injury and contractual liability. Limits of insurance no less than \$1,000,000 each occurrence, \$2,000,000 aggregate.
2. Commercial Auto Liability for all owned non-owned, hired automobiles and mobile equipment subject to compulsory auto liability requirements with limits of insurance no less than \$1,000,000 combined single limit.
3. Workers Compensation/Employers Liability covering all employees and with limits and coverage that meet or exceed statutory requirements. All insurance required shall remain in full force and effect for the entire term of this agreement, and the company issues such insurance shall be approved by the Owner, which approval will not be unreasonably denied.

Licensee shall submit to Mulvane City Clerk annual certificates by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee under this Agreement and that it will not cancel or change any policy of insurance issued to Licensee except after 30 days' written notice to Owner. The insurance policies above referred to shall be so endorsed to designate Owner and any other prior occupant as additional insured in and under said policies.

## **ARTICLE VI EXISTING RIGHTS OF OTHER PARTIES**

Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Owner, by contract or otherwise, to others not parties to this Agreement, to use any poles covered by this Agreement; and Owner shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such contracts and arrangements, and protected by the same Liability and Damage that of the Owner.

## **ARTICLE VII WAIVER OF TERMS AND CONDITIONS**

Failure of Owner to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

**ARTICLE VIII  
REVIEW OF TERMS AND CONDITIONS**

(a) This entire Agreement or any part thereof is subject to review at any time at the written request of either party.

(b) Amendments to this Agreement, which may appear advisable to the parties hereto, shall be effected by supplemental Agreements in writing, which upon execution of the City Manager or the Owner, and an authorized corporate officer for Licensee, shall thereupon become part of this Agreement.

**ARTICLE IX  
BILLS AND PAYMENT FOR WORK**

Bills for inspections, expenses and other charges under this Agreement other than rentals shall be payable within thirty (30) days after mailing. At Owner's option, bills for any work under this Agreement may be submitted at intervals of thirty (30) days on Owner's estimates of work completed. Nonpayment of bills shall constitute a default of this Agreement, provided that where a bill is in dispute nonpayment of the disputed portion pending determination of the proper amount shall not constitute a default. The City Manager will have final authority in decisions regarding disputed claims or bills and, such decisions will be made on a formal hearing of disputed claims by the City's governing body.

**ARTICLE X  
TERM OF AGREEMENT**

This Agreement shall become effective on the date of execution, and if not terminated in accordance with the provisions of Article VIII, and subject to terms and conditions of this Section, shall continue in effect for a period of five (5) years. After expiration of the initial term, this Agreement shall auto-renew for additional periods of five (5) years or until other action is taken or written notice is provided by either party at least twelve (12) months prior to the expiration of any of the five (5) year periods. Upon termination of the Agreement in accordance with any of its terms, Licensee shall remove its cables, wires and appurtenances from all poles of Owner within ninety (90) days following the date of termination of the Agreement. If not so removed, Owner shall have the right to remove them at the reasonable cost and expense of Licensee and without any liability therefor.

*Signature page to follow*

IN WITNESS whereof, said parties have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

IDEATEK TELCOM, LLC

By: \_\_\_\_\_  
Daniel P. Friesen, CIO

CITY OF MULVANE, KANSAS

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

(SEAL)



## KANSAS ASSOCIATION of CHIEFS of POLICE

**Dennis Shaw, Executive Director**  
(620) 242-6565 [dshaw@ksacp.org](mailto:dshaw@ksacp.org)

**Steve Bundy, Conference Director**  
(785) 236-1360 [sbundy@ksacp.org](mailto:sbundy@ksacp.org)

PO Box 2163 Hutchinson, Kansas 67504-2163

January 24, 2024

City of Mulvane  
Office of the City Administrator  
211 N. Second Ave  
Mulvane, KS 67110

Greetings,

The Kansas Association of Chiefs of Police (KACP) is hosting our annual conference April 29<sup>th</sup> through May 2nd in Mulvane this spring as we have in the past. Previously the city has been gracious enough to grant our request for a grant to assist with our conference and we are again hoping for the same. A few points to consider while you review our application:

- The KACP is a non-profit law enforcement organization which was established in 1964. It is made up of approximately 400 law enforcement Chiefs of Police, Sheriff' and other command staff
- Funds that are collected throughout the year facilitate operation of the organization but more importantly for presentation of Valor Awards to those deserving officers being recognized for exceptional performance of their duties. On occasion this can be for the sacrifice of their life while serving and protecting those they serve.
- The banquet will have about 400 individuals in attendance and the meal for those hero's is paid for by the association and includes their +1. We are honored to do this.

The figures for your review have been set forth in the grant application paperwork so I will not repeat them here. If you have any questions please do not hesitate in contacting me. I speak for the entire KACP and say thank you for your consideration of our request.

Respectfully submitted for consideration,

Steve Bundy  
Conference Director of the KACP





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

As a general rule:

- Requests are limited to no more than \$2,000.
- Request should include at minimum \$1.00 to \$1.00 match.
- One application per calendar year per event.
- Funds must typically be expended in the calendar year which requested.
- Individual class reunions will not be funded.

Brief Description of Program(s)/Event(s): Annual meeting of the Kansas Association of Chiefs of Police entailing 2 ½ days of training, a board meeting, a vendor show involving up to 100 or more vendors, and banquet to honor those receiving Valor Awards

Date and Time of Program/Event: April 29th at 8:00 am through May 2nd, 2024 at noon.

Amount of Grant Requested: \$2,000.00

Brief Description explaining why Program/Event could result in overnight stays: Police Chiefs and staff from all over the State of Kansas for training and meetings and 75 to 100 vendor booths with sales representatives. An evening awards banquet to present Valor Awards which will draw over 400 individuals in attendance with many who will stay the night. We average over 80 hotel rooms being used nightly for our conference.

Description of Total Program/Event Costs and Other Sources of Funds, if any: Only source of funding comes from the conference registration fees. An additional \$60.00 is collected from those attending the Valor Awards banquet but the meal cost is \$53.00. The association buys the meals for the recipients of the Valor Awards which averages 60 to 70 awards annually. The awards ceremony is not profitable for the association but felt to be a core function for us. Vendors are charged a booth space fee but the KACP pays for the hotel staff setup fees.

\*Attached a copy of the total program budget.

Submitted this 26th day of January, 2024.

APPLICANT: KANSAS ASSOCIATION OF CHIEFS OF POLICE (KACP)

By Steve Bundy

Authorized Requestor (Printed Name) Steve Bundy

Title KACP Conference Director

Mailing address and contact information for applicant:

Mailing Address: PO Box 2163

Phone # : 785-236-1360

Email: sbundy@ksacp.org

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

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

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

---

City Administrator

☐ Yes   ☐ No  
[Initial One]

I believe this request qualifies for consideration under the written policy of the City.

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

- Limit request to no more than \$2,000.00.
- Request must include a \$1.00 to \$1.00 match.
- One application per calendar year per event:
- The funds must be expended in the 2024 calendar year.
- Class reunions will not be funded.

Brief Description of Program/Event: The event is the 26<sup>h</sup> Annual Showdown in the Valley Car/Truck/Bike Show for Charities, it is held in the Arena at the Kansas Star Casino, participations and spectators come from all over Kansas and out of state. After costs the remaining revenue is donated to several local charities & other worthwhile not for profit organizations, including but not limited to: Mulvane Children’s Fund, Mulvane Methodist Church Frog Diner, rock sculptures that identifies a Mulvane park, Honor Flights for Veterans, Toys for Tots, Blue Sky Boys Ranch, and a donation to Mulvane High School for helping with trophies and raffle items. In the past to the Kansas Food Bank, Big Brothers Big Sisters and Wichita Children’s Orphanage.

Date and Time of Program/Event: participants move into the arena on Friday April 26th from 7:00 am-7:00 pm, the show is free and open to the public on April 27<sup>th</sup> from 10-5:00 pm.

Amount of Grant Requested: \$2,000

Brief Description explaining why Program/Event could result in overnight stays: we have completely sold out our reserved block of rooms over the last 3 years, participations and spectators come from all over Kansas including out of state, we currently have a contract with the Hampton for a block of rooms and have increased the number of room due to the growth of the event.

Description of Total Program/Event Costs and Other Sources of Funds, if any: total event costs are estimated at \$6,150-7,400. Sources of funds are generated by the sale of vendor booths, trophy sponsorship, t-shirt sponsors, and the sale of spaces to participants to display their car, truck or bike, and raffle items, estimated to be \$15,075-17,100.

Submit a copy of the total program budget:

Submitted this 31<sup>st</sup> day of January, 2024.

APPLICANT:

By: Steve Nichols

Authorized Requestor (Printed Name) Steve Nichols

Title Mulvane Marauders Car Club Treasurer

Mailing address and contact information for applicant:

Mailing Address: PO Box #151 Mulvane, Ks 67110

Phone # :316-670-0240

Email: stevegnichols@yahoo.com

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

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

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

---

City Administrator

☐ Yes    ☐ No

I believe this request qualifies for consideration under the written policy of the City.

# **MULVANE MARAUDERS**

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

**January 31<sup>st</sup>,2024**

### **Estimated Revenue:**

- |                      |   |
|----------------------|---|
| 1. Vendor Booths:    | \$3,600, if all 48 booths sell                  |
| 2. Trophy Sponsors:  | \$1,875-3000, depends on number of sponsors     |
| 3. T-Shirt Sponsors: | \$3,000-3,500, depends on number of sponsors    |
| 4. Raffle Tickets:   | \$2,500-3000, depends on how many are sold      |
| 5. Parking spaces:   | \$3,000-3,500, depends on how many participants |
| 6. Insurance:        | \$750   |
| 7. Misc supplies:    | \$350-500                                       |

**Total: \$15,075-17,100**

### **Estimated Costs:**

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

**Total:\$6,150-7,400**



**PUBLIC POLICY & MANAGEMENT CENTER**



# City Council Orientation

Kathy Sexton, ICMA-CM

*Senior Management Consultant*

February 5, 2024

# Goals for Today



Everyone  
has a job  
to do.

---

Roles & duties

---

Effectives meetings

---

Media & communications

---

Dealing with Criticism

---

# Governing Body Roles

*(Novak, Briley & Nalbandian 2022)*

- **Strategic Vision**

- What might make a significant difference in our community?

- **Trustee – Steward**

- Respect constituent views & think of future residents (greater good)
- Think & act like owners (fiduciary)

- **Community Builder**

- Convene important conversations
- Work thru differences
- Celebrate accomplishments

# Governing Body Roles

*(Novak, Briley & Nalbandian 2022)*

*handout*

- **Represent & Advocate for Constituents**

- Listen
- Connect residents with city hall to resolve issues (80-90%)

- **Decision Maker**

- Process information & then vote
- Ordinances, resolution, plans and policies

- **Oversight**

- Review the audit
- Conduct performance evaluation



# Mulvane City Code: Roles of Mayor & CP

## Mayor

- Conduct Council meetings
- Break ties
- Call special meetings
  - At written request of 3
- Ex officio – Library Board
- Board appointments
- Represent the City
  - Ambassador & defender

## Council President

- Preside at meetings in Mayor's absence
- Call special meetings (acting mayor) At written request of 3
- *Perform ceremonial duties in Mayor's absence*
- *Assist in meetings: lead Pledge of Allegiance, make motions, help new members learn protocols*



# Duties of City Council

- Uphold Constitutions
  - Carry out laws
  - Foster respect for government
  - Primary concern: long term public interest
  - Cooperate & not exceed authority
  - Faithfully discharge duties
- Attend meetings and vote
    - Follow meeting rules
  - Appoint City Officers
  - Performance Evaluation of City Administrator
    - Feedback
    - Goals



# More Duties of City Council

- Approve budget
- Set fees & taxes
- Confirm Board appointments
  - Planning Commission
  - Recreation Commission
  - Tree Board
  - Library Board
  - Museum Board
  - Board of Construction, Trades & Appeals
- Comprehensive Plan
  - Land use
  - Parks & facilities
  - Housing & infrastructure
  - Zoning & subdivision regulations
- Land Bank board of trustees
- Grant franchises
- Traffic & parking laws
- Adopt utility policies, rates & fees

# Specific Roles Regarding Utilities

## Council

- During a declared emergency, may temporarily relieve, discontinue or forgive utility late fees, charges & deposits

## Mayor

- Hear appeals or designate a hearing officer



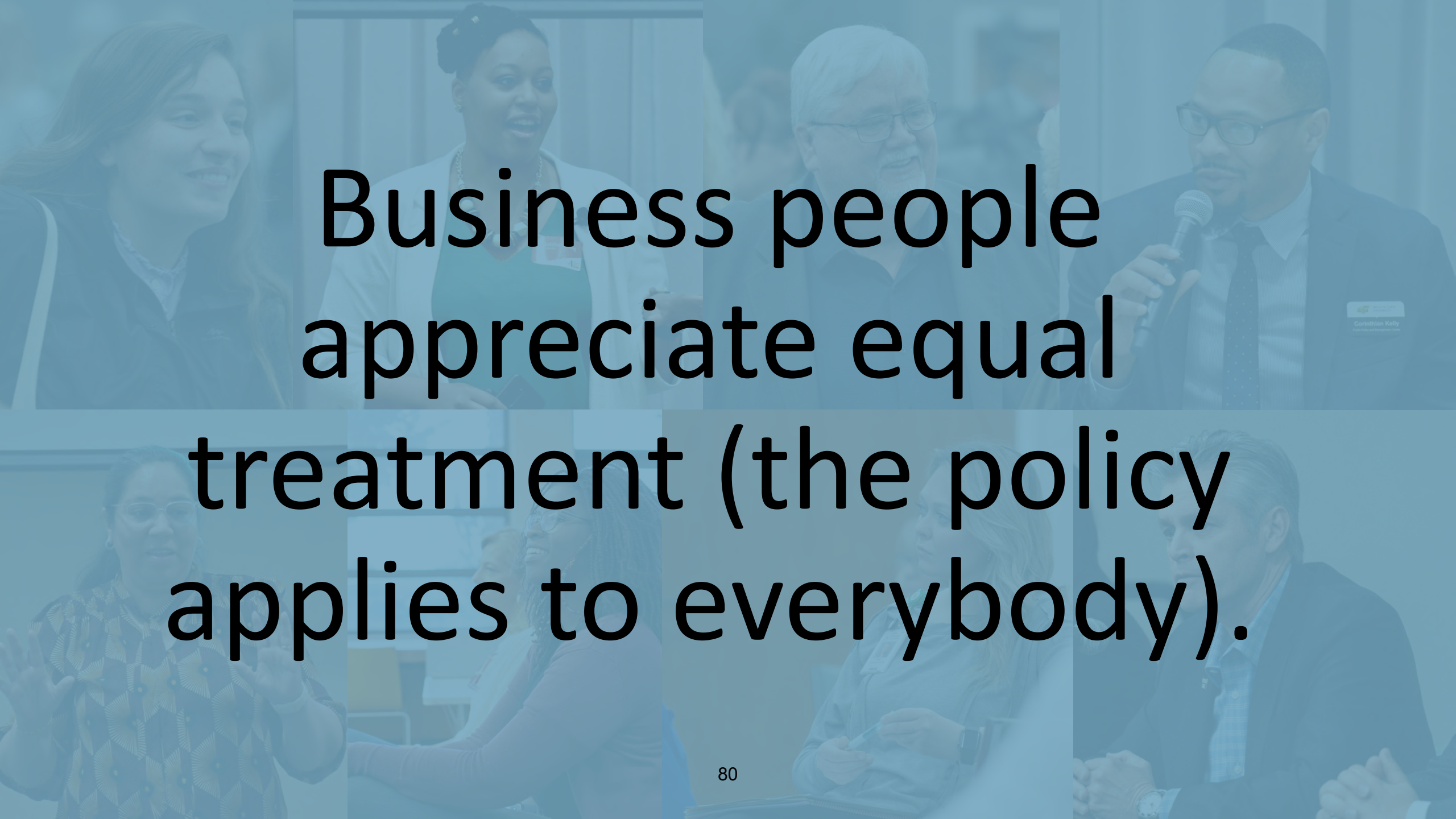
# What NOT to Do

- No personal use of City property
- No special treatment
- No conflicts of interest
  - Disclose confidential information
  - Appear on behalf of private interest before a City board
  - Accept gifts or grant favors
- No interference with the conduct of any department or staff
  - Elected officials should communicate questions, concerns, feedback & support to the City Administrator

# Operational Aspects of Governance

- Stay informed
- Intergovernmental Relations
  - REAP, WAMPO, GWP, SCAC, Legislative, County...
- Open Communications
  - Be prepared to explain why the Council made a decision, even if you didn't vote in favor of it
  - How do I get information?
- Purchasing
  - Third-party questions
- Economic Development Incentives





Business people  
appreciate equal  
treatment (the policy  
applies to everybody).

# Effective City Council Meetings

# Effective City Council Meetings

- Transparency
  - Give notice & post detailed packet
  - Stick to the agenda
- Meeting requires quorum
- Follow parliamentary procedures
  - Move along
  - Don't get bogged down or off topic



**PUBLIC POLICY & MANAGEMENT CENTER**

# Parliamentary Procedure for Council Meetings

- The body of rules, ethics and customs governing meetings
  - One subject at a time
  - Every member has rights equal to every other member
  - Action requires motion & second



# Why Parliamentary Procedure?

- Minimizes confusion, disorder, and wasted time
- Allows for all points of view to be heard
- Protects rights of the minority while honoring the will of the majority





# Best Practices for Public Comments

- Welcome speakers & inform of rules
- 5-minute limit for speakers
- Enforce equally to all (appoint a timekeeper)
- Not a dialogue: Listen to speakers...but don't converse with them or respond
- Do not invite or allow the public to speak on every agenda item...that's what Public Comment is for
- Use a second sign-in sheet for an official Public Hearing that's later in the agenda
- Provide other channels for communication with the public

# Media & Communications

- Social Media
  - Don't weigh disproportionately
  - Don't respond directly
  - "As an elected City Council member, I'm interested in your experience. Could you PM me so we could discuss further?" or "Contact me at..."
  - Not everything is ready to be announced online
- News Media
  - Refer to the City Administrator
  - Prepare 2 points

# Dealing with Criticism

- Rumors – Be careful. Help squelch when you know they are false.
- Future Focus – Can't change the past. Leave better than you found.
- Learn – City history, operations, financing, ordinances, plans.
- Think & act strategically, focusing on key policy issues.
- Focus on personal learning & development as leaders.



Kathy Sexton  
PPMC Senior Management Consultant  
[kathy.sexton@wichita.edu](mailto:kathy.sexton@wichita.edu)



Agenda Section – Land Bank

February 5, 2024  
Mulvane Land Bank Trustee Meeting

**TO:** Chair & Land Bank Trustees

**FR:** Land Bank Staff

**RE:** Land Bank Related Business

**ACTION:** Conduct Land Bank Business

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

Motion to recess the 2-5-2024 City Council meeting and convene as the Mulvane Land Bank.

Motion to approve the 1-3-2024 Land Bank Trustee meeting minutes.

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

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



**MULVANE LAND BANK**  
**1/3/2024**  
**Board of Trustees Meeting Minutes**

Present: Shelly Steadman, Nancy Farber Mottola, Tim Huntley, Kurtis Westfall, Brent Allen, Kevin Cardwell.

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

MOTION by Mottola, second by Cardwell to recess the 1/3/24 City Council meeting and convene as the Mulvane Land Bank.

MOTION approved unanimously.

MOTION by Cardwell, second by Allen to approve the 8/21/23 Land Bank Trustee meeting minutes.

MOTION approved unanimously.

MOTION by Allen, second by Huntley to approve the Mulvane Land Bank Annual Report for 2023.

MOTION approved unanimously.

MOTION by Mottola, second by Allen to adjourn the meeting of the Mulvane Land Bank and reconvene as the Mulvane City Council.

MOTION approved unanimously.

Minutes by:  
Debra M. Parker, Secretary

**City Council Meeting  
February 5, 2024**

TO: Mayor and City Council Sitting as Mulvane Land Bank  
FROM: Austin St. John, City Administrator  
RE: 110 W. Main/Right of First Refusal  
**ACTION: Consider Notice of Agreement and Right of First Refusal**

---

**Background:**

On March 19, 2018, Carol Irvine, through her entity Lil' Deuce Scoop, LLC, a Kansas limited liability company ("LDS"), entered into a Real Estate Purchase Agreement with the Mulvane Land Bank (the "Land Bank") pursuant to which the Land Bank agreed to sell to LDS the property at 110 W. Main, Mulvane, Kansas (the "Property"),

Pursuant to a Special Warranty Deed to LDS, the Land Bank was provided a Right of First Refusal with respect to the Property if at any time LDS (i) received an acceptable bona fide offer to purchase from a ready, willing, and able purchaser or lessee which LDS desire to accept, or (ii) made a bona fide offer to sell, lease, or otherwise transfer to such a purchaser or lessee, all of their rights, title and interest in and to the Property; and

Ms. Irvine has provided written notice of LDS's intent to sell the Property to SMJLA Properties, LLC (the "Proposed Buyer") for a purchase price of \$100,000 and to close no later than February 29, 2024 (the "Proposed Transfer").

**Analysis:**

The Land Bank has until February 9, 2024 to provide notice of its intent to exercise its right to purchase the Property on the same terms as the Proposed Transfer.

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

**Financial Considerations:**

If the Land Bank desires to purchase the Property, the purchase price would be \$100,000. If the Land Bank desires to consent to the Proposed Transfer, there would be no costs other than the cost associated with the recording of the Notice of Agreement and Right of First Refusal.

**Legal Considerations:**

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

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

**Recommendation:**

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

### **NOTICE OF AGREEMENT AND RIGHT OF FIRST REFUSAL**

THIS NOTICE OF AGREEMENT AND RIGHT OF FIRST REFUSAL (“Notice”) is executed this \_\_\_\_ day of February, 2024, by SMJLA Properties, LLC, a Kansas limited liability company, with a mailing address of 1415 E. Woodbrook Ct., Derby, Kansas (“Proposed Buyer”), and acknowledged by the Mulvane Land Bank (the “Land Bank”).

WHEREAS, Lil’ Deuce Scoop, LLC, a Kansas limited liability company (“LDS”), entered into a certain Real Estate Purchase Agreement dated March 19, 2018 with the Land Bank pursuant to which the Land Bank agreed to sell to LDS the property with the following common address: 110 W. Main, Mulvane, Kansas legally described on Exhibit A attached hereto and incorporated by this reference herein (collectively, the “Property”); and

WHEREAS, pursuant to a Special Warranty Deed dated April 6, 2018 and recorded with the Sumner County Register of Deeds on or about April 19, 2018 in Book #1021 at Page #0313 (the “Deed”), the Land Bank was provided a Right of First Refusal with respect to the Property if at any time LDS (i) received an acceptable bona fide offer to purchase from a ready, willing, and able purchaser or lessee which LDS desire to accept, or (ii) made a bona fide offer to sell, lease, or otherwise transfer to such a purchaser or lessee, all of their rights, title and interest in and to the Property; and

WHEREAS, LDS has provided written notice of its intent to sell the Property to the Proposed Buyer no later than February 29, 2024 (the “Proposed Transfer”); and

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

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

1. The Land Bank consents to the transfer of the Property to Proposed Buyer provided the same occurs on or before February 29, 2024.

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

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

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

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

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

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

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

*[Remainder of Page Intentionally Left Blank]*

Executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

SMJLA PROPERTIES, LLC,  
A Kansas limited liability company

By: MICHAEL AND LISA ROONEY  
REVOCABLE TRUST, dated  
\_\_\_\_\_, Sole Member

By \_\_\_\_\_  
Michael Rooney, Co-Trustee

By \_\_\_\_\_  
Lisa Rooney, Co-Trustee

**ACKNOWLEDGEMENT**

STATE OF KANSAS            )  
  )  
COUNTY OF \_\_\_\_\_)       ss:

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a notary public in and for said County and State, came Michael Rooney and Lisa Rooney, Co-Trustees of the Michael and Lisa Rooney Revocable Trust, as sole member of SMJLA Properties, LLC, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



ACKNOWLEDGEMENT AND CONSENT:

MULVANE LAND BANK

By \_\_\_\_\_  
Brent Allen, Chair

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  )       ss:  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a notary public in and for said County and State, came Brent Allen, Chair of the Mulvane Land Bank, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said entity, and such person duly acknowledged the execution of the same to be the act and deed of said entity.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 6, Block 8, Original Town, Mulvane, Sumner County, Kansas

**CITY COUNCIL MEETING**  
**MULVANE, KANSAS**  
February 5, 2024

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

---

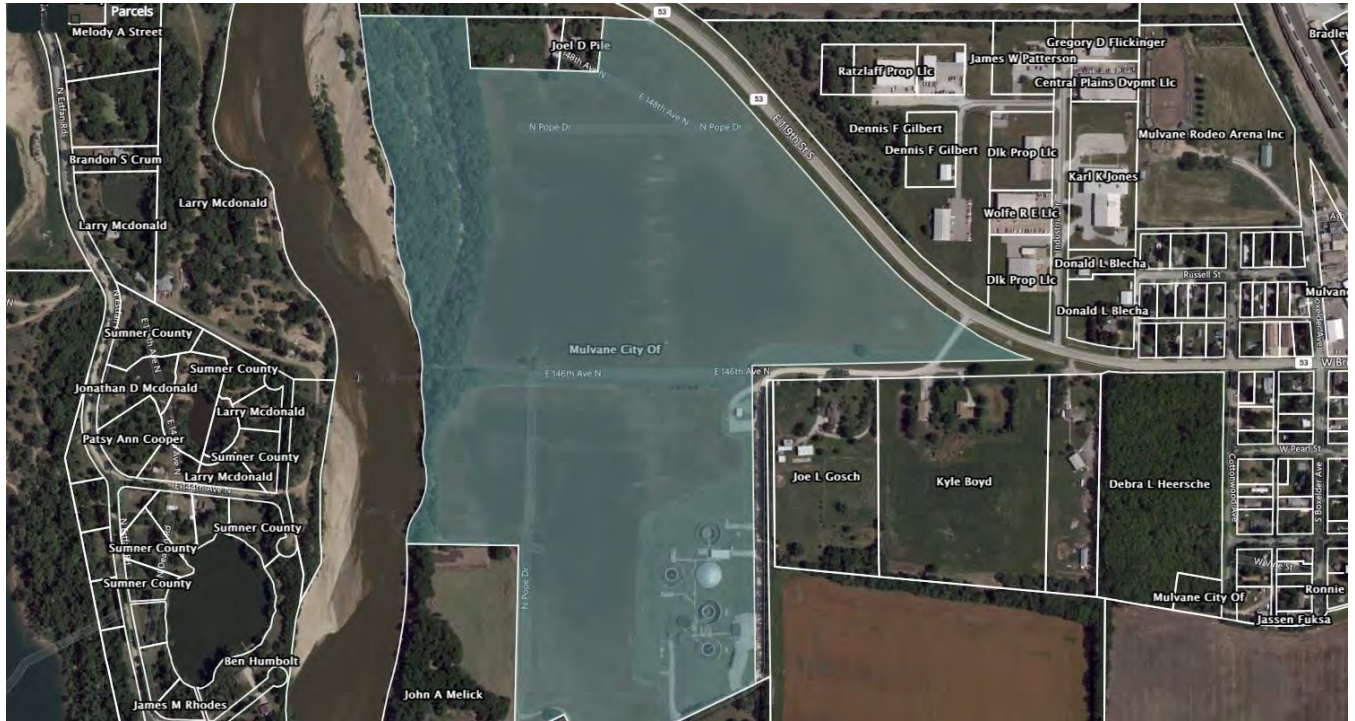
Outlined below is a list of City projects currently under design, review, and/or construction followed by a brief status report for each project.

Project Name/Description	Project Status
<b>Phase 2 Main A Sanitary Sewer Improvements</b> <i>(Bond Issue funding)</i>	<p><u>Completed to Date:</u> The Contractor, City staff, KDOT and Y&amp;A met to review the Contractor's traffic control plan. KDOT suggested the Contractor revise their traffic control plan (TCP) and a consensus was reached to detour traffic in K-53 &amp; Boxelder and in First St./K-53 and Walnut. A revised TCP has been sent to KDOT.</p> <p><u>Remaining Work:</u> Continue staging materials, coordination and scheduling with BNSF rep's, field verifications of existing utilities, construction staking and traffic control installations at Bridge St./K-53 and Boxelder.</p> <p><u>Contract Status:</u> Phase 2 current contract amount with Apex Excavating, LLC is \$1,161,060.00. See attached memo concerning the Notice to Proceed.</p>
<b>Pearl St. Water Line, College Ave. to Park Ave.</b> <i>(ARPA grant funding)</i>	<p><u>Completed to Date:</u> Final design plans were submitted to KDHE on 1/11/24.</p> <p><u>Remaining Work:</u> Per Public Works.</p> <p><u>Contract Status:</u> Per Public Works.</p>
<b>GIS Mapping Updates</b> <i>(Administration Operating Budget)</i>	<p><u>Completed to Date:</u> A preliminary draft of a "Request for Proposal" (RFP) for GIS mapping services is under review by Public Works and Utilities.</p> <p><u>Remaining Work:</u> Address staff comments and distribute the RFP to prospective GIS mapping companies, receive and evaluate proposals.</p> <p><u>Contract Status:</u> TBD based on proposals received/approved.</p>
<b>Phase 1 Harvest Point Addition Infrastructure</b> <i>(Municipal Bonds)</i>	<p><u>Completed to Date:</u> Preliminary Mass Grading and Detention Ponds, Sanitary Sewer, Storm Sewer and Water Line plans have been completed and reviewed with Public Works on 1/25/24.</p> <p><u>Remaining Work:</u> Complete final Bid Package No. 1 including Mass Grading and Detention Ponds, Sanitary Sewer, Storm Sewer and Water Line plans. Submit final plans and KDHE permit to Public Works for approval to initiate the bid phase.</p> <p><u>Contract Status:</u> An engineering services agreement and estimated timeline for design and construction oversight was presented and approved by the City Council on 12/3/23.</p>

## City Administrator Report 2/5/24

### 1. KPP Solar Project

Over the last month KPP has been working to move forward with the two megawatt solar project, planned to be developed on the land owned by the city of Mulvane north of the wastewater treatment plant. Crews have performed a site survey and have started environmental study. At the next council meeting, representatives from KPP will be here to present an easement for the project.



### 2. Financial Report

Included is a spreadsheet that shows the financial standing of each fund for the city of Mulvane. The General Fund is broken down by departments under the fund. The spreadsheet shows the balance, revenues, expenses and how much was budgeted for each of the funds. Our Finance Director, Racheal, has created this monthly report to the council so that they may have the necessary information about how the city is expending its funds throughout the year.

CASH & BUDGET STATEMENT									
January 2024									
Fund	Begin Bal	Revenue	Expenses	End Bal	Budget	YTD Rev	YTD Exp	Remaining	% Spent
General*	5,067,772.21	1,469,881.35	456,271.65	6,081,381.91	7,831,360	1,469,881.35	456,271.65	7,375,088.35	5.83%
Administration			70,209.84		2,154,800		70,209.84	2,084,590.16	3.26%
Public Works			71,557.61		1,061,370		71,557.61	989,812.39	6.74%
Police			159,920.85		2,334,300		159,920.85	2,174,379.15	6.85%
Fire			31,625.73		544,628		31,625.73	513,002.27	5.81%
Ambulance			109,575.17		1,658,512		109,575.17	1,548,936.83	6.61%
Planning & Zoning			13,382.45		77,250		13,382.45	63,867.55	17.32%
Bindweed			-		500		-	500.00	0.00%
Employee Benefit	477,821.21	1,090,843.66	284,748.13	1,283,916.74	2,260,150	1,090,843.66	284,748.13	1,975,401.87	12.60%
Debt Service	105,854.59	1,352,958.76	249,687.77	1,209,125.58	2,801,814	1,352,958.76	249,687.77	2,552,126.23	8.91%
Capital Improvements	627,486.21	6,829.92	1.17	634,314.96	470,000	6,829.92	1.17	469,998.83	0.00%
Special Liability	250,686.02	34,639.64	0.40	285,325.26	120,000	34,639.64	0.40	119,999.60	0.00%
Industrial Development	185,086.69	826.89	0.15	185,913.43	53,000	826.89	0.15	52,999.85	0.00%
Library	9,409.33	276,117.37	80.06	285,446.64	551,900	276,117.37	80.06	551,819.94	0.01%
Special Alcohol	47,141.50	-	-	47,141.50	15,000	-	-	15,000.00	0.00%
Swimming Pool	653.53	-	369.67	283.86	171,347	-	369.67	170,977.33	0.22%
Sr. Center	1,194.45	1,000.00	4,332.76	(2,138.31)	135,968	1,000.00	4,332.76	131,635.24	3.19%
Library Sales Tax	232,281.92	-	2,839.41	229,442.51	100,000	-	2,839.41	97,160.59	2.84%
1% Sales Tax	1,489,701.71	-	108,302.38	1,381,399.33	1,600,000	-	108,302.38	1,491,697.62	6.77%
Special Highway	296,088.46	45,107.32	-	341,195.78	350,000	45,107.32	-	350,000.00	0.00%
Special Parks	113,179.87	-	-	113,179.87	150,000	-	-	150,000.00	0.00%
Transient Guest Tax	443,827.72	-	11,000.00	432,827.72	475,000	-	11,000.00	464,000.00	2.32%
Mulvane Land Bank	21,739.70	-	-	21,739.70	12,500	-	-	12,500.00	0.00%
Electric	6,178,017.62	301,435.80	298,894.14	6,180,559.28	7,031,225	301,435.80	298,894.14	6,732,330.86	4.25%
Water	1,273,001.54	77,723.40	95,860.61	1,254,864.33	1,644,675	77,723.40	95,860.61	1,548,814.39	5.83%
Wastewater	1,468,571.72	153,858.93	159,750.98	1,462,679.67	2,233,792	153,858.93	159,750.98	2,074,041.02	7.15%
Storm Sewer	465,586.85	3,704.05	1,692.92	467,597.98	165,000	3,704.05	1,692.92	163,307.08	1.03%
Municipal Equipment Reserve	448,573.90	-	-	448,573.90	0	-	-	-	
ARPA	464,112.79	-	-	464,112.79	0	-	-	-	
<b>TOTAL</b>	<b>19,667,789.54</b>	<b>4,814,927.09</b>	<b>1,673,832.20</b>	<b>22,808,884.43</b>	<b>28,172,731</b>	<b>4,814,927.09</b>	<b>1,673,832.20</b>	<b>26,498,898.80</b>	<b>5.94%</b>

## Agenda Section - Attorney

### February 5, 2024 Executive Session Script

BEFORE:

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

- (1) Justification - Discussion of matters deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2);
- (2) Purpose – Consultation with the City Attorney deemed privileged in the attorney-client relationship.

For a period not to exceed 20 minutes, said regular meeting to reconvene in open session at approximately \_\_\_\_\_ p.m.

Said Executive Session to include the Mayor, City Council, City Administrator, Director of Public Safety, and the City Attorney & Associate City Attorney.

Motion by \_\_\_\_\_, second by \_\_\_\_\_, Vote.

AFTER:

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

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

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

NEXT AGENDA ITEM



**CITY COUNCIL MEETING**  
**February 5<sup>th</sup>, 2024**

**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 \$39,200.00. This would purchase one load of caustic soda and one load of ferric chloride to be split between the two sites.

**Legal Considerations:** Per City Attorney.

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

**Recommendations/Action:** A motion to approve the purchase of 45,000lbs of ferric chloride for \$19,600.00 and 45,000lbs of sodium hydroxide for \$19,600.00 at a total cost of \$39,200.00. 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.**  
**610 FISHER ROAD**  
**LONGVIEW TX 75604**

\*\*\* PAGE 1 OF 1

Original Document

**INVOICE#:** BSW519858    **INV DATE:** 1/17/24    **DUE DATE:** 2/16/24

**SOLD TO:**

MULVANE, CITY OF  
 211 N SECOND STREET  
 MULVANE KS 67110

**SHIP TO:**

CITY OF MULVANE  
 777 KANSAS STAR DRIVE  
 KANSAS STAR CASINO  
 MULVANE KS 67110

<b>FEDERAL ID #:</b> 751898378	<b>DATE SHIPPED:</b> 1/17/24	<b>TERMS:</b> NET 30
<b>ORDER #:</b> 1623052-00		<b>SHIP WHS:</b> 17 <b>SLSPRSN:</b> 612
<b>CUSTOMER #:</b> 614299		<b>SHIP VIA:</b> UNITED PETROLEU
<b>CUSTOMER PO#:</b> 079987		<b>FOB:</b> WAREHOUSE
<b>FREIGHT TERM:</b> 17		<b>TAX EX# :</b> KS29VAAT1M
<b>PRO NUMBER:</b>		

PROD #	UNITS SHIPPED	WGT/GAL	TOTAL QTY	UNIT PRICE	EXTENDED
223630	17510.0000	11.42000	17510.0000#	.4225	7,397.98
1.0000 # BULK                      FERRIC CHLORIDE 38-42% NSF #					
BULK					
CUSTOMER PRODUCT.: ** SEE PC NOTES					
LOT NUMBER	QUANTITY				
B	17510.0000				

QUESTIONS, CALL 316-267-5987

**REMIT TO ADDRESS:**

BRENNTAG SOUTHWEST, INC.  
 P.O. BOX 843376  
 DALLAS TX 75284-3376

MERCHANDISE 7,397.98

IF PAID BY 2/16/24                      **INVOICE TOTAL USD**                      7,397.98

PAID AFTER 2/16/24                      **INVOICE TOTAL USD**                      7,545.94

With a logon you can view all your invoices at US.BrenntagConnect.com. Ask your sales agent for one today.

**BRENNTAG SOUTHWEST, INC.**  
610 FISHER ROAD  
LONGVIEW TX 75604

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**INVOICE#:** BSW519859    **INV DATE:** 1/17/24    **DUE DATE:** 2/16/24

**SOLD TO:**

MULVANE, CITY OF  
211 N SECOND STREET  
MULVANE KS 67110

**SHIP TO:**

CITY OF MULVANE  
1441 POPE ROAD  
WASTE WATER  
MULVANE KS 67110

<b>FEDERAL ID #:</b> 751898378	<b>DATE SHIPPED:</b> 1/17/24	<b>TERMS:</b> NET 30
<b>ORDER #:</b> 1623058-00		<b>SHIP WHS:</b> 65 <b>SLSPRSN:</b> 612
<b>CUSTOMER #:</b> 614299		<b>SHIP VIA:</b> TRANSWOOD
<b>CUSTOMER PO#:</b> 079987		<b>FOB:</b> WAREHOUSE
<b>FREIGHT TERM:</b> 65		<b>TAX EX# :</b> KS29VAAT1M
<b>PRO NUMBER:</b>		

PROD #	UNITS SHIPPED	WGT/GAL	TOTAL QTY	UNIT PRICE	EXTENDED
279149	21990.0000	11.14000	21990.0000#	.4200	9,235.80
1.0000 # BULK                      SODIUM HYDROXIDE 30% DIAPHRAGM					
# BULK					
CUSTOMER PRODUCT.: *BDA*					
LOT NUMBER	QUANTITY				
814897	21990.0000				

QUESTIONS, CALL 316-267-5987

**REMIT TO ADDRESS:**

BRENNTAG SOUTHWEST, INC.  
P.O. BOX 843376  
DALLAS TX 75284-3376

MERCHANDISE 9,235.80

IF PAID BY 2/16/24                      **INVOICE TOTAL USD**                      9,235.80

PAID AFTER 2/16/24                      **INVOICE TOTAL USD**                      9,420.52

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**BRENNTAG SOUTHWEST, INC.**  
610 FISHER ROAD  
LONGVIEW TX 75604

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**INVOICE#:** BSW519860      **INV DATE:** 1/17/24      **DUE DATE:** 2/16/24

**SOLD TO:**

MULVANE, CITY OF  
211 N SECOND STREET  
MULVANE KS 67110

**SHIP TO:**

CITY OF MULVANE  
777 KANSAS STAR DRIVE  
KANSAS STAR CASINO  
MULVANE KS 67110

<b>FEDERAL ID #:</b> 751898378	<b>DATE SHIPPED:</b> 1/17/24	<b>TERMS:</b> NET 30
<b>ORDER #:</b> 1623059-00		<b>SHIP WHS:</b> 65 <b>SLSPRSN:</b> 612
<b>CUSTOMER #:</b> 614299		<b>SHIP VIA:</b> TRANSWOOD
<b>CUSTOMER PO#:</b> 079987		<b>FOB:</b> DELIVERED
<b>FREIGHT TERM:</b> 65		<b>TAX EX# :</b> KS29VAAT1M
<b>PRO NUMBER:</b> 875031825		

PROD #	UNITS SHIPPED	WGT/GAL	TOTAL QTY	UNIT PRICE	EXTENDED
279149	21990.0000	11.14000	21990.0000#	.4200	9,235.80
1.0000 # BULK      SODIUM HYDROXIDE 30% DIAPHRAGM					
# BULK					
CUSTOMER PRODUCT.: *BDA*					
LOT NUMBER	QUANTITY				
814897	21990.0000				

QUESTIONS, CALL 316-267-5987

**REMIT TO ADDRESS:**

BRENNTAG SOUTHWEST, INC.  
P.O. BOX 843376  
DALLAS TX 75284-3376

MERCHANDISE 9,235.80

IF PAID BY 2/16/24      **INVOICE TOTAL USD**      9,235.80

PAID AFTER 2/16/24      **INVOICE TOTAL USD**      9,420.52

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**BRENNTAG SOUTHWEST, INC.**  
610 FISHER ROAD  
LONGVIEW TX 75604

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**INVOICE#:** BSW519857    **INV DATE:** 1/17/24    **DUE DATE:** 2/16/24

**SOLD TO:**

MULVANE, CITY OF  
211 N SECOND STREET  
MULVANE KS 67110

**SHIP TO:**

CITY OF MULVANE  
1441 POPE ROAD  
WASTE WATER  
MULVANE KS 67110

<b>FEDERAL ID #:</b> 751898378	<b>DATE SHIPPED:</b> 1/17/24	<b>TERMS:</b> NET 30
<b>ORDER #:</b> 1623049-00		<b>SHIP WHS:</b> 17 <b>SLSPRSN:</b> 612
<b>CUSTOMER #:</b> 614299		<b>SHIP VIA:</b> UNITED PETROLEU
<b>CUSTOMER PO#:</b> 079987 1 OF 4		<b>FOB:</b> WAREHOUSE
<b>FREIGHT TERM:</b> 17		<b>TAX EX# :</b> KS29VAAT1M
<b>PRO NUMBER:</b>		

PROD #	UNITS SHIPPED	WGT/GAL	TOTAL QTY	UNIT PRICE	EXTENDED
223630	17510.0000	11.42000	17510.0000#	.4225	7,397.98
1.0000 # BULK		FERRIC CHLORIDE 38-42% NSF #			
BULK					
CUSTOMER PRODUCT.: ** SEE PC NOTES					
LOT NUMBER	QUANTITY				
B	17510.0000				

QUESTIONS, CALL 316-267-5987

**REMIT TO ADDRESS:**

BRENNTAG SOUTHWEST, INC.  
P.O. BOX 843376  
DALLAS TX 75284-3376

MERCHANDISE 7,397.98

IF PAID BY 2/16/24    **INVOICE TOTAL USD**    7,397.98

PAID AFTER 2/16/24    **INVOICE TOTAL USD**    7,545.94

With a logon you can view all your invoices at [US.BrenntagConnect.com](http://US.BrenntagConnect.com). Ask your sales agent for one today.

City Council Meeting  
February 5, 2024

TO: Mayor & City Council

FR: City Administrator

RE: Liquor License

**ACTION:** Approve the renewals of the properly completed applications

---

**Background:**

The council must approve Liquor licenses.

**Analysis:**

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

**Financial Considerations:**

The proper licensing fees have been paid by the applicants.

**Legal Considerations:**

The applications forms have been reviewed by the city attorney.

**Recommendation:**

Motion to approve a Liquor License for Empire Taco.



APPLICATION FOR LICENSE FOR SALE OF LIQUOR  
CALENDAR YEARS 2024 AND 2025

The City of Mulvane, Sedgwick & Sumner Counties, Kansas) ss:  
The State of Kansas:

Application for:

\_\_\_\_\_ Class 'A' Club (\$500)  
\_\_\_\_\_ Class 'B' Club (\$500)  
\_\_\_\_\_ General Retail (\$600)

☒ Drinking Establishment (\$500)  
\_\_\_\_\_ Farm Winery (\$600)

TO THE MAYOR AND CITY COUNCIL:

I hereby apply for a license for sale of liquor within the corporate limits of the City, in compliance with all applicable Federal, State and Local laws, Rules and Regulations, as amended.

In support of this application, I submit the following statements under oath or affirmation under the pains and penalties of perjury:

1. NAME OF PERSON/ENTITY TO WHOM STATE LICENSE ISSUED:  
(A copy of your current Kansas Liquor License must be attached.)

Empire Tacos LLC  
STATE LICENSE NUMBER:  
10169

2. STREET ADDRESS OF PREMISES TO BE LICENSED:

219 W. Main Street Mulvane KS 67110  
DESCRIPTION OF STRUCTURE OF PREMISES:  
(Block, composite, wood, etc.)  
Brick / Composite

3. NAME UNDER WHICH BUSINESS CONDUCTED:  
(State whether a corporation, partnership, limited liability company or sole proprietorship)

Empire Tacos LLC  
NAME OF INDIVIDUAL/APPLICANT:

Martin Vela Martinez  
Age 44 Date of Birth \_\_\_\_\_ Place of Birth Wichita KS  
Length of Residence in Kansas: LIFE in County Sedgwick

NAME AND ADDRESS OF OTHER OWNER(S):  
(Use space on reverse side, if necessary)

THE LICENSE FEE MUST ACCOMPANY THIS APPLICATION

APPLICANT MUST SUBMIT FINGERPRINTS TO THE CHIEF OF POLICE

Applicant Martin Vela Martinez of lawful age, being first duly sworn upon oath, deposes and states that s/he hereby agrees to comply with all applicable Federal, State and Local laws, rules and regulations provided for from time to time in connection with the business described above. Applicant understands that violation(s) of applicable laws, rules and regulations constitute grounds for revocation of any license issued hereunder. Applicant further states that s/he has read the above to be true, correct and complete to the best of her/his information, knowledge, and belief.

SO HELP ME GOD.

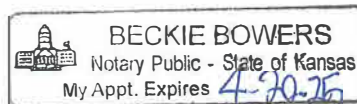
Martin Vela Martinez  
SIGNATURE OF APPLICANT

SUBSCRIBED AND SWORN to before me this 23 day of January, 2024

Beckie Bowers  
NOTARY PUBLIC

My Commission Expires:

4-30-25



**Kansas Alcoholic Beverage Control Division  
Liquor License**

**Drinking Establishment**

OWNER NAME: **Empire Tacos LLC**  
DBA: **Empire Tacos**  
ADDRESS: **219 W Main Street**  
**Mulvane, KS 67110**

**LICENSE NO: 10169**

The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

**PRIVILEGES:**

Allows the licensee to sell and serve alcoholic liquor and cereal malt beverage for consumption on licensed premises; serve free samples of alcoholic liquor and cereal malt beverage; redeem drink coupons in arrangement with a hotel; and other activities as authorized by K.S.A. 41-2642.

**AGREEMENT:**

By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.

*Debbi Beavers*

Debbi Beavers  
Director, Alcoholic Beverage Control

*Mark A. Burghart*

Mark A. Burghart  
Secretary of Revenue

**EFFECTIVE: 11/17/2023**

**EXPIRES: 11/16/2025**

THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE

**IMPORTANT INFORMATION**

Contact the ABC Licensing Unit at 785-296-7015 or email [Kdor\\_abc.licensing@ks.gov](mailto:Kdor_abc.licensing@ks.gov) if you have any:

- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax; if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at <http://www.ksrevenue.gov/abccontact.html>

Contact the Miscellaneous Tax Segment at 785-368-8222 or email [Kdor\\_miscellaneous.tax@ks.gov](mailto:Kdor_miscellaneous.tax@ks.gov) if you:

- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

**CLOSING YOUR BUSINESS**

If you are closing your business, you must surrender your liquor license and complete the form at <https://www.ksrevenue.gov/pdf/abc824.pdf>

City of Mulvane Utility Bills

Due: 2/05/24

				Electric Production	Electric Distribution	Water	Sewer Plant	Sewer System	Admin	Police	Street	Park	Sports Complex	Fire	Ambul 1	Ambul 2	Pool		
ES Building - 910 E. Main	01-3665-02	\$	596.41											\$ 298.21	\$ 298.21			\$ 596.41	
Splash Park- 105 W. Main	04-0720-00	\$	410.13									\$ 410.13						\$ 410.13	
Band Shell - 117 E. Main	04-8770-01	\$	13.67									\$ 13.67						\$ 13.67	
Main St. Park - 117 E. Main	04-8780-01	\$	1.25									\$ 1.25						\$ 1.25	
Pix Center - 101 E Main	04-8800-02	\$	146.76									\$ 146.76						\$ 146.76	
Public Works Building - 410 W. Bridge	05-0001-02	\$	2,157.25	\$ 269.66	\$ 269.66	\$ 539.31					\$1,078.63							\$ 2,157.25	
Public Works Building #2 - 410 W Bridge	05-0002-00	\$	568.61								\$ 568.61							\$ 568.61	
Water Pump #3 - 211 N. Second	05-0005-02	\$	16.06			\$ 16.06												\$ 16.06	
Maintenance Shop - 124 Boxelder	05-0015-02	\$	566.17	\$ 56.62	\$ 56.62	\$ 56.62	\$ 56.62	\$ 56.62			\$ 283.09							\$ 566.17	
Utility Shop - 120 Boxelder	05-0025-02	\$	1,336.56	\$ 222.76	\$ 222.76	\$ 445.52	\$ 222.76	\$ 222.76										\$ 1,336.56	
Lift Station - 0 Industrial Dr.	05-0070-02	\$	7.91					\$ 7.91										\$ 7.91	
Sewage Disposal Plant - 1441 N. Pope Dr.	05-0098-01	\$	2,923.65				\$ 2,923.65											\$ 2,923.65	
2011 Sewage Disposal Plant - 1441 N. Pope Dr.	05-0099-01	\$	4,357.07				\$ 4,357.07											\$ 4,357.07	
Sewer Chemical Injection - 1441 N. Pope Dr.	05-0101-01	\$	440.93					\$ 440.93										\$ 440.93	
Sewage Disposal Head Works - 1441 N. Pope Dr.	05-0102-01	\$	1,354.71				\$ 1,354.71											\$ 1,354.71	
Sewer Vehicle Storage - 1441 N. Pope Dr.	05-0103-01	\$	1,090.82				\$ 1,090.82											\$ 1,090.82	
Water Treatment Plant - 100 N. Oliver	05-0150-01	\$	50.16			\$ 50.16												\$ 50.16	
Lift Station -1900 N Rock Road - B	05-0605-01	\$	16.85					\$ 16.85										\$ 16.85	
Water Tower - 1420 N. Rock Road	05-0770-01	\$	6.39			\$ 6.39												\$ 6.39	
E.S. & Police - 1420 N. Rock Road	05-0772-01	\$	11.80							\$ 5.90				\$ 2.95	\$ 2.95			\$ 11.80	
North Sub Station - 8100 E. 111th St. So.	05-0800-03	\$	1.25	\$ 1.25														\$ 1.25	
Sports Complex Concession - 955 E. 111th St. So.	05-0900-01	\$	416.06										\$ 416.06					\$ 416.06	
Sports Complex - 955 E. 111th St. So.	05-0910-01	\$	11.27										\$ 11.27					\$ 11.27	
Swimming Pool - 990 E. 111th St. So.	05-0915-01	\$	238.90													\$ 238.90		\$ 238.90	
Water Reservoir - 9903 E. 111th St. So.	05-0950-01	\$	2,072.74			\$2,072.74												\$ 2,072.74	
Dog Shelter - 9903 E. 111th St. So.	05-0960-01	\$	6.21							\$ 6.21								\$ 6.21	
City Building - 211 N. Second	06-9955-01	\$	547.11						\$ 547.11									\$ 547.11	
City Building - 211 1/2 N. Second	06-9960-01	\$	47.18						\$ 47.18									\$ 47.18	
Parks Department - 507 N. First	12-7500-02	\$	22.25									\$ 22.25						\$ 22.25	
Parks Department - 507 N. First	12-7550-02	\$	68.19									\$ 68.19						\$ 68.19	
Parks Department - 507 N. First	12-7600-01	\$	59.86									\$ 59.86						\$ 59.86	
SW Lift - 0 Rockwood/Circle Dr.	15-7950-01	\$	114.66					\$ 114.66										\$ 114.66	
Lift Station - 0 Trail Dr.	16-7975-01	\$	27.68					\$ 27.68										\$ 27.68	
Ambulance #2 - 911 Kansas Star Dr.	25-4040-01	\$	43.19												\$ 43.19			\$ 43.19	
Police Department-420 E Main	01-1680-04	\$	29.23							\$ 29.23								\$ 29.23	
Police Department-410 E Main	01-1690-07	\$	586.23							\$ 586.23								\$ 586.23	
		\$	20,365.17	\$ 550.28	\$ 549.03	\$3,186.80	\$10,005.63	\$ 887.41	\$ 594.29	\$ 627.57	\$1,930.32	\$ 722.11	\$ 427.33	\$ 301.16	\$ 301.16	\$ 43.19	\$ 238.90	\$20,365.17	\$20,365.17

101-01-511	\$	594.29
101-02-511	\$	3,079.76
101-03-511	\$	301.16
101-04-511	\$	627.57
101-18-511	\$	43.19
101-18-511	\$	301.16
220-00-511	\$	238.90
511-09-511	\$	550.28
511-10-511	\$	549.03
512-13-511	\$	3,186.80
513-11-511	\$	10,005.63
513-12-511	\$	887.41
	<u>\$</u>	<u>20,365.17</u>