

MULVANE CITY COUNCIL
REGULAR MEETING AGENDA
Wednesday February 21, 2024

Call Regular Meeting to Order	Page
Roll Call	
Pledge of Allegiance	
Approval of Regular Meeting Minutes dated February 5, 2024	2-7
Correspondence	
Public Comments (State Name and Address – 5 minutes)	
Appointments, Awards and Citations	
➤ 25 Year Service Award for Brian Cunningham	8-9
OLD BUSINESS:	
1. KPP Mulvane Solar Project/Granting of Easement – James Ging & Brooke Carroll	10-16
NEW BUSINESS:	
1. Mulvane Community Foundation Subsidy Request – Malissa Long	17-21
2. Twin Valley Fiber Proposal – Scott Leitzel	22-36
LAND BANK:	
1. Approval of Minutes dated 2/5/24	37-39
2. Approve payments	
ENGINEER:	40-43
1. Project Update	
2. Phase 2 – Main A Sanitary Sewer Improvements – Notice to Proceed	
CITY STAFF:	
City Clerk	
City Administrator	
City Attorney	
CONSENT AGENDA:	44-53
1. Warrant Register for January - \$1,497,292.19	
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3. Liquor License for R&R Kansas, LLC	
4. Invoice from Mulvane Coop - Fuel for Electric Generation - \$19,414.64	
ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:	
Next City Council Meeting – Monday, March 4, 2024 at 7:30 p.m.	
ADJOURNMENT:	

MULVANE CITY COUNCIL REGULAR MEETING MINUTES

February 5, 2024

7:30 p.m.

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

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

OTHERS PRESENT: Austin St. John, Debra Parker, Mike Robinson, Chris Young, Gordon Fell, Joel Pile, Kenneth Olsen, Kaylie Mistretta, Kevin Baker, Amy Baker, Jacob Coy, Steve Nichols, Kathy Sexton, Kevin Cardwell, Corie Rogers, Kendra Stacey, Andrea Walker, Ethan Kaplan, James Krstolich.

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

APPROVAL OF REGULAR MEETING MINUTES:

MOTION by Huntley, second by Leeds to approve the Regular meeting minutes dated January 17, 2024.

MOTION approved unanimously.

CORRESPONDENCE: Councilmember Huntley received a comment from a citizen that was happy with the addition of the Splash Pad and the name. Huntley received a question regarding lowering the mill levy. Mayor Allen received comments regarding the crossing on Second St. south of the Middle School. Drivers are not yielding the right-of-way to pedestrians. Councilmember Leeds received a comment regarding replacement of the Styx Creek Bridge in the Willowdell Addition which was washed away by the flood in 2016.

PUBLIC COMMENTS: Andrea Walker was present to address the council about the pedestrian crossing south of the Middle School. She is a crossing guard for the school and has seen several instances where drivers are not yielding to pedestrians. She feels this is a dangerous area, especially with school traffic. She suggested a flashing light be installed at that location or at the corner south at Miller Street.

APPOINTMENTS, AWARDS AND CITIATIONS:

1. **30 Year Service Award for Kevin Baker:** Mayor Allen presented Public Works/Utility Director, Kevin Baker, with a 30 Year Service Award and thanked him for his service.

OLD BUSINESS

1. **Enterprise Fleet Management Agreement:** At the January 17th council meeting, Kenneth 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. Olsen was present to answer additional questions from the council about the programs available. 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. 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 would come from streamlined billing and processing as well as not having older vehicles in for maintenance. The council reviewed the positives and the negatives of the program. The council discussed the fluctuating interest rates, the buying and selling market, being locked into a lease for 5 years, how much maintenance is required for new vehicles, how this would affect the budget, and would like to see the fee schedule for costs of the program. After further discussion, the council would like to have more information before making a final decision. There was no action taken on this item.

NEW BUSINESS

1. Facility Agreement Between API and Mulvane Senior Center:

Senior Center Director, Kaylie Mistretta, was present to review the API Agreement with the council. The Mulvane Senior Center distributes and serves daily meals to both homebound and congregate seniors to ensure they receive nutritious meals. The only change to this agreement from previous years is an increase from \$7.25 to \$9.25 per hour pay rate.

MOTION by Leach, second by Huntley 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.

MOTION approved unanimously.

2. Expansion of the Maintenance Shop:

Public Works Director, Kevin Baker, reviewed this item with the council. The current maintenance shop has inadequate space to work safely on the city's large trucks and equipment. Expanding the shop will allow more workspace, an office area, and more storage for maintenance supplies. The newly constructed 20' x 60' maintenance shop expansion will be directly attached to the current 40' x 60' shop providing 1,200 more square feet. The projected cost will include electrical components and lighting with the addition of an oil heater that will provide a cost-effective heating system while utilizing used oil as a fuel source.

Request for Proposals (RFPs) were sent to four (4) vendors. The proposals received are as follows:

Shop Expansion:

Farha Construction / \$310,800 to \$350,000

Smith Construction / \$135,945

(It was noted that Smith Construction was the original builder of the current facility).

Electric Installation including parts and labor:

Westfall Electric / \$14,136.65

Tracy Electric / \$15,287.00

Oil Heater:

Automotive Equipment / \$13,516.00

Councilmember Gerber inquired if the addition would be an adequate size for the long-term. Baker advised it will be sufficient for the future and commended mechanic Corie Rogers for his excellent work.

MOTION by Huntley, second by Leach to approve a 20' x 60' maintenance shop expansion at 410 W. Bridge in the amount of \$135,945.00 to Smith Construction with a contingency fund reserve of \$8,000 for incidentals.

MOTION approved unanimously.

MOTION by Huntley, second by Leeds, 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.

MOTION approved unanimously.

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

MOTION approved unanimously.

3. Fiber Franchise Agreement with Idea Tek:

Ethan Kaplan and James Krstolich with Idea Tek were present to review the agreement with the council and answer questions. Idea Tek would like to install fiber optic internet throughout the City. Idea Tek can provide reliable, upgradeable fiber, with higher speeds at a lower cost to the consumer.

Since the City maintains ownership over the utility right of ways throughout the city limits, utility providers must request permission to install their equipment within the right of way. Additionally, the City also owns the utility poles. If any utility requires the use of the city's utility poles for their equipment, they must have a pole attachment agreement.

The council asked about a time frame for the work. Krstolich advised work would be done in zones with a time frame of 3 – 6 months to complete. City Administrator, Austin St. John, advised a negative to the project would be crowding on the existing poles, and another utility in the right of way to dig around. City Attorney, J.T. Klaus, advised this would be fast and less expensive for the consumer, but would generate less revenue in franchise fees, however, revenue would be generated from pole attachments.

The proposed franchise agreement includes a 5% franchise fee, and the pole attachment agreement includes a \$10 per pole attachment fee per year.

MOTION by Leeds, second by Leach to approve the Franchise Ordinance #1575 with Idea Tek and authorize the Mayor to sign.

MOTION approved unanimously.

ORDINANCE NO. 1575

**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.

MOTION by Leeds, second by Huntley to approve the pole attachment agreement with Idea Tek and authorize the Mayor to sign.

MOTION approved unanimously.

4. Transient Guest Tax Request from KACP:

Public Safety Director, Gordon Fell, presented the transient guest tax request from the Kansas Association of Chiefs of Police (KACP). The KACP is hosting their annual conference April 29th through May 2nd in Mulvane and is requesting \$2,000 in transient guest tax funds.

MOTION by Huntley, second by Leach to approve the transient guest tax application from KACP in the amount of \$2,000.

MOTION approved unanimously.

5. Transient Guest Tax Request from Marauders Car Club:

Steve Nichols and Kevin Cardwell from the Marauders Car Club were present to request transient guest tax funds for the annual Showdown in the Valley Car Show held at the Kansas Star Casino April 26th to 27th.

MOTION by Leeds, second by Gerber to approve the transient guest tax application from Marauders Car Club in the amount of \$2,000.

MOTION approved unanimously.

6. City Council Orientation:

Kathy Sexton, Senior Management Consultant from WSU, presented an orientation to the City Council. Topics included Roles and Duties, Effective Meetings, Media and Communications, and Dealing with Criticism.

LAND BANK

MOTION by Huntley, second by Gerber to recess the 2/5/2024 City Council meeting and convene as the Mulvane Land Bank.

MOTION approved unanimously.

MOTION by Huntley, second by Leach to approve the 1/3/2024 Land Bank Trustee meeting minutes.

MOTION approved unanimously.

City Attorney, J.T. Klaus, explained the Notice of Agreement and Right of First Refusal to the Board. On March 19, 2018, Carol Irvine, through her entity Lil' Deuce Scoop, (LDS) entered into a Real Estate Purchase Agreement with the Mulvane Land Bank for the property at 110 W. Main. Pursuant to a Special Warranty Deed to Lil' Deuce Scoop, the Land Bank was provided a Right of First Refusal with respect to the Property if at any time the owner wished to sell, lease, or transfer their interest in the Property. Ms. Irvine provided notice of intent to sell the property for a purchase price of \$100,000. The Land Bank will need to provide notice of its intent to exercise its right to purchase the Property or 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.

MOTION by Leeds, second by Leach to approve the Notice of Agreement and Right of First Refusal and authorize the Chair to execute the same.

MOTION approved unanimously.

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

MOTION approved unanimously.

ENGINEER

1. Project Review and Update:

Phase 2 Main "A" Sanitary Sewer – Notice to Proceed with Apex will be presented at the next council meeting.

Pearl St. Water Line, College Ave. to Park Ave. – Working with Public Works on the project.

GIS Mapping – To be determined based on proposals received and approved.

Phase 1 Harvest Point Addition Infrastructure – Working on bid package for Infrastructure.

CITY STAFF

City Clerk: None

City Administrator:

KPP Solar Project – KPP have performed a site survey and have started an environmental study. Representatives from KPP will be at the next council meeting to present an easement for the project.

Financial Report – Review of the financial standing of each fund for the City. This report will be provided monthly so the council can see how the city is expending funds throughout the year.

The new Public Works/Utility Director, Jacob Coy, was introduced to the council.

City Attorney:

City Attorney, J.T. Klaus, requested an Executive Session for a period of twenty (20) minutes to discuss matters deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2) for the purpose of consultation with the City Attorney.

MOTION by Huntley, second by Leach to recess this meeting to an Executive Session to discuss matters deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2) for the purpose of consultation with the City Attorney for a period not to exceed twenty (20) minutes

to include the Mayor, City Council, City Administrator, Director of Public Safety, City Attorney and Associate City Attorney, and to return to open session at approximately 10:20 p.m.
MOTION approved unanimously at 10:00 p.m.

MOTION by Gerber, second by Leeds to reconvene the City Council meeting.
MOTION approved unanimously at 10:25 p.m.

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

CONSENT AGENDA ITEMS:

MOTION by Leeds, second by Leach to approve consent agenda items 1-5.

1. Payroll dated 1/19/24 - \$243,190.14
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

MOTION approved unanimously.

ANNOUNCEMENTS, MEETINGS, AND NEXT AGENDA ITEMS:

Council workshop is scheduled for Thursday, February 15th at 6:00 p.m. at the PIX.

Next City Council Meeting – Wednesday, February 21, 2024, at 7:30 p.m.

ADJOURNMENT:

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

MOTION approved unanimously at 10:26 p.m.

Minutes by:
Debra M. Parker, City Clerk

Brian Cunningham has been employed by the City of Mulvane for 25 years in the Public Works Department. Brian has been married to his wife, Kim for 31 years and they have 5 daughters – Heather, Kenzie, Carly, Lexi, and Madi.

Brian served in the United States Army and fought in Desert Storm. He is an active member of the Mulvane Optimist Club, attends Riverwalk Church of Christ in downtown Wichita and volunteers at the Lord Diner.

He enjoys traveling around the country watching his daughters play club volleyball. Brian and his wife are looking forward to their Alaskan cruise this summer.

Certificate of Appreciation

Conferred Upon

Brian Cunningham

The League of Kansas Municipalities bestows this Certificate of Appreciation upon Brian Cunningham in recognition of their 25 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

City Council Meeting
February 21, 2024

To: Mayor & City Council
From: Austin St. John, City Administrator
Re: KPP Mulvane Solar Project/Granting of Easement
ACTION: Accept and approve:
1. Grant KPP Energy an Easement on the City-owned property adjacent to the Wastewater Treatment Plant
2. Authorize Execution of Easement

Background:

On November 6, 2023, the City Council of the City of Mulvane, Kansas (the “City”) preliminarily approved participation in the KPP Energy, a Municipal Energy Agency’s (“KPP”) project to allow a 12 to 14-acre solar array on the City-owned property adjacent to the Wastewater Treatment Plant (the “Property”).

The KPP has expended thousands in the survey and environmental investigation of the property. The City’s next step in this process is to approve and grant an electric utility easement (the “Easement”) to KPP across the Property for locating the equipment. The project is still subject to award of a PACE grant from the federal government. If the project does not move forward for any reason, the Easement will lapse and be of no force or effect.

Financial Considerations:

There are no City-associated costs. If the project proceeds, KPP will likely enter into an Operation and Maintenance Agreement with the City’s utility that will credit the City for a portion of the electricity produced, in addition to the value of the electricity produced for all KPP members.

Legal Considerations:

KPP prepared the form of easement provided to all cities. The City Attorney is General Counsel to KPP, and this has been disclosed.

Possible Motion:

I move to approve and grant KPP Energy, a Municipal Energy Agency an easement across the City-owned property adjacent to the Wastewater Treatment Plan and further authorize the Mayor and City Clerk to execute the Electric Generation Utility Easement.

ELECTRIC GENERATION UTILITY EASEMENT

THIS ELECTRIC GENERATION EASEMENT is made as of the ____ day of _____, 20____, by _____ (“Grantor”) in favor of KPP Energy, a Municipal Energy Agency (“Grantee”).

WHEREAS, Grantor is the owner of the real property described on Exhibit A hereto (the “Easement Area”);

WHEREAS, Grantor desires to declare certain easements in favor of Grantee for access to, and the constructing, maintaining, repairing and replacing of utilities and improvements upon, the Easement Area, as set forth herein.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby declares as follows:

1. Declaration of Easements. Grantor does hereby grant and convey unto Grantee and Grantee’s employees, agents, invitees, contractors and representatives, for the benefit of the public, an exclusive, perpetual right-of-way and easement under, upon, over, across and through the Easement Area, together with a right of ingress and egress to and from said Easement Area for the purposes of laying, constructing, installing, maintaining, altering, inspecting, protecting, relocating, operating, repairing and replacing any and all electric generation facilities and transmission and utility improvements (including, without limitation, solar panels, transmission lines, meters, and appurtenant improvements and equipment) and any and all meters, drops, service taps, distribution facilities, regulators, transformers and other equipment incidental or appurtenant to such improvements, as from time-to-time required by the Grantee.

2. Access. Grantor, for itself, its successors and assigns, and the successor owners of the Easement Area covenant and agree that Grantee will have unimpeded access to, through and under the Easement Area. Grantee, itself and at its sole expense, may erect necessary barricades or other dividers upon the Easement Area for safety purposes. Nothing herein shall prevent Grantor's use of the Easement Area for purposes which do not interfere with Grantee's use, provided Grantor acknowledges that Grantee's use will effectively limit most other surface, subsurface and above-ground uses of the Easement Area.

3. Conflicting Use. Grantee may remove or relocate any existing improvements or public utilities and any structures, and trees located under, upon, or over the Easement Area, which interfere with the construction, maintenance, or operation thereof, in Grantee's sole and absolute discretion.

4. Obsolescence. Upon obsolescence or retirement from use of Grantee's equipment located upon the Easement Area, Grantee agrees to remove its equipment and installations and shall have one hundred eighty (180) days to return the Easement Area to bare ground. Further, Grantee covenants in good faith to release its easement or portions thereof when no longer necessary or in use by the Grantor for the purposes contemplated hereunder.

5. Insurance. Grantee shall obtain reasonable broad-form liability insurance for its use and operations over the Easement Area in amounts at least equal to the lesser of (i) \$1,000,000, or (ii) Grantor's then maximum liability under the Kansas Tort Claims Act. Grantee shall list Grantor as an additional insured on such coverage. Grantee shall hold Grantor harmless for any loss or liability arising out of Grantee's use of the Easement Area.

6. Covenants Running With the Land. The easements and rights granted herein shall be covenants running with the land and shall be binding upon Grantor and Grantor's successors and assigns.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor has caused this Utility Easement to be executed on the day, month and year first above written.

CITY OF _____, KANSAS

[seal]

By _____
Name (Printed) _____
Title _____ Mayor _____

ATTEST:

By _____
Name (Printed) _____
Title _____ City Clerk _____

“GRANTOR”

ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 20____, before me, a notary public in and for said County and State, came _____ and _____, Mayor and City Clerk, respectively, of the City of _____, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

This easement, and each and every right and privilege granted herein to Grantee, is hereby accepted by the governing body of KPP Energy, a Municipal Energy Agency, without any duty or obligation of the Grantee, with respect thereto, whether such duty be by implication or otherwise, this ____ day of _____, 20____.

KPP ENERGY
A MUNICIPAL ENERGY AGENCY

[seal]

By _____
Name (Printed) _____
Title _____ Board President

ATTEST:

By _____
Name (Printed) _____
Title _____ Board Secretary

“GRANTEE”

ACKNOWLEDGEMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

The foregoing instrument was acknowledged before me, a Notary Public in and for the County and State aforesaid, on this ____ day of _____, 20____, by _____ and _____, the duly authorized Board President and Board Secretary, respectively, of the Board of Directors of KPP Energy, a Municipal Energy Agency, who are personally known to me to be such officers, and who executed, as such officers, the within instrument on behalf of KPP Energy.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

AS-SURVEYED DESCRIPTION

BEING A 14.18-ACRE TRACT OF LAND OUT OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 2 EAST, OF THE 6TH PRINCIPAL MERIDIAN, CONVEYED TO THE CITY OF MULVANE, AS DESCRIBED IN BOOK 716, PAGE 664 OF THE OFFICIAL PUBLIC RECORDS OF SUMNER COUNTY, KANSAS (O.P.R.S.C.K.) A PART OF GOVERNMENT LOT 3 AND LOT 4, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH THE BASIS OF BEARING BEING THE SOUTH LINE OF LOT 4 OF SECTION 6., MEASURED AS SOUTH 88°19'00" WEST: GRID NORTH, KANSAS SOUTH ZONE, NAD-83, US FEET; THIS DESCRIPTION WAS PREPARED ON JANUARY 18, 2024 BY STAN W. LLOYD, KANSAS LICENSED PROFESSIONAL SURVEYOR NUMBER 827;

COMMENCING (P.O.C.) AT A 3/4-INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 3; ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE NORTH 88°20'34" EAST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 440.55 FEET TO A POINT, THENCE NORTH 00°27'37" WEST, A DISTANCE OF 60.21 FEET TO A 1/2 x 24-INCH IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" SET FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT; ALSO BEING THE POINT OF BEGINNING (P.O.B.);

THENCE SOUTH 88°19'00" WEST, A DISTANCE OF 788.23 FEET TO A 1/2 x 24-INCH IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" SET, FOR THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 00°35'18" WEST, A DISTANCE OF 969.55 FEET TO A 1/2 x 24-INCH IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" SET FOR THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 88°19'00" EAST, A DISTANCE OF 268.90 FEET TO A 1/2 x 24-INCH IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" SET ON THE SOUTHWEST RIGHT OF WAY LINE OF THE HIGHWAY 53, AS NOW ESTABLISHED;

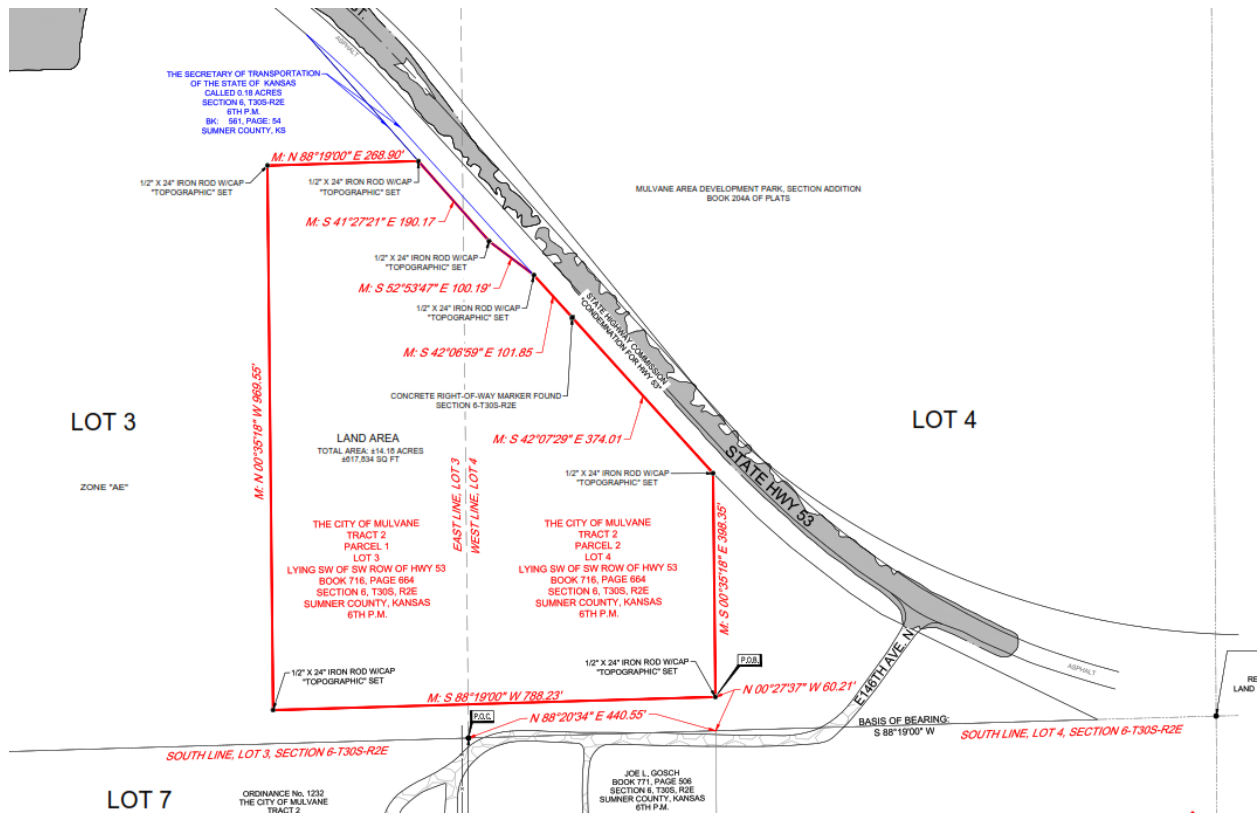
THENCE SOUTH 41°27'21" EAST, ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF HIGHWAY 53, A DISTANCE OF 190.17 FEET TO A 1/2 x 24-INCH IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" SET;

THENCE SOUTH 52°53'47" EAST, CONTINUING ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF HIGHWAY 53, A DISTANCE OF 100.19 FEET TO A 1/2 x 24-INCH IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" SET;

THENCE SOUTH 42°06'59" EAST, CONTINUING ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF HIGHWAY 53, A DISTANCE OF 101.85 FEET TO A CONCRETE RIGHT-OF-WAY MARKER FOUND;

THENCE SOUTH 42°07'29" EAST, CONTINUING ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF HIGHWAY 53, A DISTANCE OF 374.01 FEET TO A 1/2 x 24-INCH IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" SET;

THENCE SOUTH 00°35'18" EAST, A DISTANCE OF 398.35 FEET TO THE POINT OF BEGINNING (P.O.B.) AND CONTAINING 14.18 ACRES OF LAND MORE OR LESS.



City Council Meeting

February 21, 2024

TO: Mayor and Council

FR: City Staff

RE: Mulvane Community Foundation – subsidy

ACTION: Provide funding to help support the MCF.

Background:

The Mulvane Community Foundation was established as an official 501(c)3 in 2017 in order to provide an outlet to make it possible for the community and organizations to support local events and activities. The mission soon expanded to include opportunities for people to make permanent endowments for the betterment of Mulvane.

The current board of six members including:

Brent Allen, president

Nancy Armstrong, vice president and secretary

Zach Kimble, treasurer

Kimberly DeWald, member at large

Catlin Martin, member at large

Scott Nelson, member at large

Currently, the Mulvane Community Foundation assists with authorized pass-through funds for

- the Mulvane WildActs Community Theater,
- the Mulvane Golden Easter Egg Hunt,
- the Wildcat Community Connect Lunch Money Fund
- Ballet in the Park,
- the Mulvane Community Puzzle Hunt
- Holiday Wreath Sale

In addition to community events, the foundation enhances the quality of life for our citizens in many other ways. The foundation offers a legal avenue for individuals and organizations to collect funds through various charity means.

The MCF has:

- Added the Community Service Awards.
- assisted with marketing and support of many other activities in the community.
- Helped establish the Mulvane Mental Health Coalition.

Analysis:

The MCF is proposing that you help us continue to employ our director that is employed and managed by the board so that the events, activities, and opportunities can continue.

As per the attached letter, the MCF would like to request \$25,000 toward expenses for continuing to employ a part-time director for 2024. This year, we will continue to work towards our goal of our strategic plan to become independently sustainable in the future (5-10 years). Our long-term goal is to train this director and utilize funds from donations and interest on deposits to cover the staffing and overhead expenses without needing funds from the city on a recurring or permanent basis.

This financial support could mean the continuation of this valuable Mulvane-focused charitable and non-profit organizations for the enhancement of the quality of life and benefit of our citizens.

The future holds a great deal of opportunity for applying for and securing grant for charitable and non-profit organizations. This would be a good community development opportunity.

Financial Considerations:

The funds for the MCF come from the Contingency line item of the General Fund.

Legal Considerations:

In order to comply with the cash basis law, a request must be made by the Community Foundation and approved annually, subject to renewal by the city council each year. The MCF director is not an employee of the city but is hired and supervised by the MCF board. The city is not obligated to provide benefits to the position. This provides greater autonomy to the Community Foundation.

Discussion:

Recommendation:

Motion to approve the Mulvane Community Foundation request for funds in the amount of \$25,000.00. for 2024.

City Council Meeting
February 21, 2024

TO: Mayor and Council

FR: Malissa Long

RE: Mulvane Community Foundation – subsidy

ACTION: Provide funding to help support the MCF

I am requesting the continuation of a subsidy to help fund a part-time director for the Mulvane Community Foundation for 2024.

The Mulvane Community Foundation was established as an official 501(c)3 in 2017 to provide an outlet for the community and organizations to support local events and activities. The mission soon expanded to include opportunities for people to make permanent endowments for the betterment of Mulvane.

We currently have a board of six members, including:

Brent Allen, president

Nancy Armstrong, vice president and secretary

Zach Kimble, treasurer

Kimberly DeWald, member at large

Caitlin Martin, member at large

Scott Nelson, member at large

We propose that we continue employing a part-time executive director who is employed and managed by the board so that the events, activities, and opportunities can continue to support our community and expand the support we offer that will impact the community beyond our lifetime.

Currently, the Mulvane Community Foundation assists with authorized pass-through funds for

- the Mulvane WildActs Community Theater,
- the Mulvane Golden Easter Egg Hunt,
- the Mulvane Community Christmas Tree Ornament Distribution, Collection, and Tree Lighting Ceremony,
- Ballet in the Park,
- the Mulvane Community Puzzle Hunt
- Wildcat Community Connects Lunch Money Fund
- Mulvane Community Service Awards
- Holiday Wreath Sale

In addition to community events, the foundation enhances the quality of life for our citizens in many other ways. The foundation offers a legal avenue for individuals and organizations to collect funds through various charity means.

The MCF has:

- Added the Community Service Awards.
- assisted with marketing and support of many other activities in the community.
- Helped establish the Mulvane Mental Health Coalition.

The MCF would like to request \$25,000 toward expenses for continuing to employ a part-time director in January of 2024. This year, we will continue to work towards our goal of our strategic plan to become independently sustainable in the future (5-10 years). Our long-term goal is to train this director and utilize funds from donations and interest on deposits to cover the staffing and overhead expenses without needing funds from the city on a recurring or permanent basis.

This financial support could mean the continuation of this valuable Mulvane-focused charitable organization to enhance the quality of life and benefit our citizens.

We appreciate your consideration of this request.

Malissa Long

MCF Estimated Budget 2024

Income

	Budget 2023	Actual 2023	Budget 2024
Community General Fund Donations	\$7,500.00	\$6119.11	\$7,500
Government Grants	\$25,000.00	\$25,000.00	\$25,000
Total Income	\$32,500.00	\$31,119.11	\$32,500

Expenses

Director Wages	\$21,250.00	\$19700.55	\$21,250.00
Phone	\$1,000.00	\$865.49	\$1,000.00
Office Supplies	\$800.00	\$643.96	\$800.00
Marketing	\$1,000.00	\$634.82	\$1,000.00
Direct Mail Campaign	\$3,000.00	\$2,589.91	\$3,500.00
Annual Conference	\$800.00	\$475.00	\$800.00
Membership Fees	\$500.00	\$249.00	\$500.00
Post Office Box	\$150.00	\$78.00	\$150.00
Special Events	\$3,000.00	\$3409.43	\$3,000.00
Miscellaneous	\$1,000.00	\$76.11	\$500.00
Total Expenses	\$32,500.00	\$28,722.27	\$32,500.00

Difference

Total Income	\$32,500.00	\$31,119.11	\$32,500.00
Total Expenses	\$32,500.00	\$28,722.27	\$32,500.00

February 21, 2024
City Council Meeting

TO: Mayor & City Council
FROM: City Administrator
RE: Twin Valley Franchise Agreement
ACTION: Approve Twin Valley Franchise Agreement for Fiber Installation

Background:

The City of Mulvane, Kansas (the “City”) maintains easements over the utility right-of-way 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 utility 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.

Included is a franchise agreement submitted on behalf of the telecommunications utility Twin Valley to install fiber optic internet throughout the City. The franchise agreement includes a 5% franchise fee. This is the standard rate for the City’s franchise agreements. This fee is meant to help cover any cost of standard maintenance of the right-of-way.

Analysis:

Twin Valley is submitting standard agreements to access the City’s right-of-way. Twin Valley is not requesting to attach any of its infrastructure to our utility poles, so it would not be required to sign a pole attachment agreement. Additionally, apart from the franchise agreement, Twin Valley is asking the City to consider contributing funds to its project. In communication with us, Twin Valley mentions the City contributing up to 10% of the estimated \$8 million project or it discussed in-kind contributions. However, the City has not agreed to contribute any amount towards the project and approving this franchise agreement will not bind the City to contribute to this project. The City recently entered into a franchise agreement with IdeaTek for similar services. IdeaTek did not request the City to make a financial contribution to its project. The City does not currently have an agreement with other utilities to provide a contribution to another project.

Fiscal Impact:

If successful in gaining customers, the City would see indirect increased revenue from the economic development that would come from this type of utility available to residences and businesses. The City could consider contributing towards Twin Valley’s project.

Legal Considerations: The City should not play favorites when it comes to approving franchise agreements between similar types of utility companies. The City should weigh the fact that it just approved a similar franchise agreement with IdeaTek for the same utility services.

Motions:

MOTION #1

I make a motion to approve the franchise agreement with Twin Valley and the Mayor to sign.

(Ordinance Summary published in The Mulvane News on _____ and the full text of the Ordinance made available at www.mulvanekansas.com for a minimum of one (1) week from the date of publication.)

ORDINANCE NO. _____

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

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 following 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. 2006 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 telecommunication local exchange service provider within that city for each month in that calendar quarter.

“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 or 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.

“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.

“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 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 Twin Valley 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 Twin Valley 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, Twin Valley 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). Twin Valley 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, Twin Valley shall submit to the City written plans detailing all such activities together with an application for permit and permit fee.

E. Twin Valley 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 Twin Valley 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 Twin Valley the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522(5)) within the City. Twin Valley 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, Twin Valley 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. Twin Valley'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. Twin Valley 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. Twin Valley 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. Twin Valley 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 Twin Valley 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 Twin Valley without cost to the City.

E. Twin Valley 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. Twin Valley 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 Twin Valley, the City shall provide accurate and timely field locations of proposed projects in the event Twin Valley is required to install new and/or relocate its Facilities.

F. Twin Valley 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 Twin Valley 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 Twin Valley, Twin Valley 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 Twin Valley's Facilities as part of a Public Project, provided that Twin Valley 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 Twin Valley to take adequate measures to protect and defend its Facilities in the Public right-of-way from harm or damage. If Twin Valley fails to accurately locate Facilities when requested, it shall have no claim for costs or damages against the City. Twin Valley 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 Twin Valley 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 Twin Valley's Facilities.

I. Before Twin Valley 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 Twin Valley's request. In the event that existing poles cannot accommodate Twin Valley's needs and the erection of new poles are requested by Twin Valley and approved by the City, Twin Valley shall be responsible for paying all costs and fees associated therewith. Twin Valley shall further be responsible for the attachment and re-attachment of existing utilities occupying the poles currently in place. Twin Valley 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, Twin Valley agrees to remit to the City a franchise fee of five percent (5%) of Gross Receipts. To determine the franchise fee, Twin Valley 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 Twin Valley 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 Twin Valley 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 Twin Valley, 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. Twin Valley 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, Twin Valley 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 Twin Valley no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Twin Valley.

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. Twin Valley 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 Twin Valley to take adequate measures to protect and defend its Facilities in the Public right-of-way from harm or damage. If Twin Valley 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 Twin Valley's Facilities.

B. Twin Valley 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 Twin Valley, any agent, officer, director, representative, employee, affiliate or subcontractor of Twin Valley, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public right-of-way.

C. If Twin Valley 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 Twin Valley and does not create or grant any rights, contractual or otherwise, to any other person or entity.

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

SECTION 6. Insurance Requirement.

A. During the term of this contract franchise, Twin Valley 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 Twin Valley 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. Twin Valley 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 Twin Valley's operations under this contract franchise.

B. As an alternative to the requirements of Paragraph (A), Twin Valley may demonstrate to the satisfaction of the City that it is self-insured and as such Twin Valley 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 Twin Valley, or alleged to so have been caused or occurred.

C. Twin Valley 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 Twin Valley to comply with any of the provisions of this contract franchise, or if Twin Valley should do or cause to be done any act or thing prohibited by or in violation of the terms of this contract franchise, Twin Valley 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 Twin Valley, setting forth in detail the neglect or failure complained of, and Twin Valley 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 Twin Valley due process, Twin Valley 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 Twin Valley has in good faith timely commenced its cure and is diligently pursuing the completion of the same, Twin Valley 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, Twin Valley 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 Twin Valley has instituted such an appeal. If Twin Valley 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 Twin Valley to comply with any of the provisions of this contract franchise or the doing or causing to be done by Twin Valley 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 Twin Valley is due to any cause or delay beyond the control of Twin Valley 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, Twin Valley 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 Twin Valley'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 Twin Valley waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Twin Valley 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 Twin Valley 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 Twin Valley unless said waiver or relinquishment is in writing and signed by both the City and Twin Valley.

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 Twin Valley, 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 Twin Valley, including but not limited to the scope of the contract franchise granted to Twin Valley 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 Twin Valley 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 Twin Valley 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. Twin Valley 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 Twin Valley in the event of an emergency. Twin Valley shall provide the City with said local contact's name, address, telephone number and e-mail address. Emergency notice by Twin Valley 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:

City of Mulvane, Kansas
ATTN: Compliance Department
910 E. Main Street
Mulvane, Kansas 67110-1776

To Twin Valley:

Twin Valley Communications, Inc.
ATTN: Scott Leitzel, Vice President - Operations
22 W. Spruce St.
Miltonvale, Kansas 67466

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

SECTION 12. Transfer and Assignment. This contract franchise is granted solely to the Twin Valley 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 Twin Valley. 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 Twin Valley. In the event of any transfer or assignment of either this contract franchise or Twin Valley's business or assets, Twin Valley 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, Twin Valley'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 Twin Valley, 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. Twin Valley 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 Twin Valley, or of the City at the written request of Twin Valley, in seeking to safeguard the confidentiality of information provided by Twin Valley to the City under this contract franchise.

SECTION 14. Acceptance of Terms. Twin Valley 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 Twin Valley subject to the provisions of the laws of the State of Kansas, and shall be deemed effective on the later of the date Twin Valley files acceptance with the City or publication of this contract franchise.

SECTION 15. Payment of Publication Costs. In accordance with statute, Twin Valley 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 Twin Valley may elect to declare the entire contract franchise is invalidated if the portion declared invalid is, in the judgment of the City or Twin Valley, an essential part of the contract franchise; provided, however, if Twin Valley 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 Twin Valley'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 _____, 2024.

CITY OF MULVANE, KANSAS

[seal]

Brent Allen, Mayor

ATTEST:

Debra M. Parker, City Clerk

APPROVED AND ACCEPTED:

TWIN VALLEY TELCOM, INC.
A Kansas corporation

By _____
Scott Leitzel, Vice President, Operations

(Ordinance Summary published in _____ on _____ and the full text of the Ordinance made available at www.mulvanekansas.com for a minimum of one (1) week from the date of publication.)

Ordinance No. _____ Summary

On _____, 2024, the City of Mulvane, Kansas adopted Ordinance No. _____ granting a franchise to Twin Valley Communications, Inc., 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, 211 N. Second, Mulvane, Kansas or at 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: _____

Agenda Section – Land Bank

February 21, 2024
Mulvane Land Bank Trustee Meeting

TO: Chair & Land Bank Trustees

FR: Land Bank Staff

RE: Land Bank Related Business

ACTION: Conduct Land Bank Business

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

Motion by _____, second by _____ to recess the 2/21/24 City Council meeting and convene as the Mulvane Land Bank.

Motion by _____, second by _____ to approve the 2/5/2024 Land Bank Trustee meeting minutes.

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

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

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

MULVANE LAND BANK
2/5/2024
Board of Trustees Meeting Minutes

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

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

MOTION by Huntley, second by Gerber to recess the 2/5/2024 City Council meeting and convene as the Mulvane Land Bank.

MOTION approved unanimously.

MOTION by Huntley, second by Leach to approve the 1/3/2024 Land Bank Trustee meeting minutes.

MOTION approved unanimously.

City Attorney, J.T. Klaus, explained the Notice of Agreement and Right of First Refusal to the Board. On March 19, 2018, Carol Irvine, through her entity Lil' Deuce Scoop, (LDS) entered into a Real Estate Purchase Agreement with the Mulvane Land Bank for the property at 110 W. Main. Pursuant to a Special Warranty Deed to Lil' Deuce Scoop, the Land Bank was provided a Right of First Refusal with respect to the Property if at any time the owner wished to sell, lease, or transfer their interest in the Property. Ms. Irvine provided notice of intent to sell the property for a purchase price of \$100,000. The Land Bank will need to provide notice of its intent to exercise its right to purchase the Property or 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.

MOTION by Leeds, second by Leach to approve the Notice of Agreement and Right of First Refusal and authorize the Chair to execute the same.

MOTION approved unanimously.

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

MOTION approved unanimously.

Minutes by:
Debra M. Parker, Secretary

Mulvane News & The Bandwagon
The Rose Hill Reporter
 204 W. Main P.O. Box 157
 Mulvane, KS 67110 Call 777-4233

n=Mulvane News
 r=Rose Hill Reporter
 b=Bandwagon

City of Mulvane		
211 N. Second		
Mulvane	KS	67110

INVOICE

Date of ad	Copy	Area	Size	Amount	Cost
2023					
Nov 23	Budget Amending	n	7	7.15	50.05
N 23,25,28,	30: Santa's Comin' To Town promo	b n		85.00	85.00
Nov 30	3 Desk plates (Mayor Brent, Leach, Gerber)			23.46	23.46
Dec 4	PAID (Bal: \$355.47)			-672.90	-672.90
Dec 7	PN: Ordinance 1574	n	6	7.15	42.90
Dec 8	PAID			-215.71	-215.71
Dec 14	PN: Ordinance 1573	n	21	7.15	150.15
Dec 14	PN: Resolution 2023-5	n	65	7.15	464.75
December	Subscription-City Clerk	mn		42.00	42.00
2024					
Jan 11	PN: Land Bank-Annual report	n	10	7.15	71.50
Jan 12	Desk Plate: (Leeds); sig stamp:(Mayor Allen)			37.40	37.40
Jan 25	PAID (\$248.66)			-699.80	-699.80
Jan 25	PN: Treasurer's Report	n	33	7.15	235.95

A finance charge of .015% per month which is an annual percentage rate of .18% will be applied to balance due after 30 days

Total Due
\$484.61

Thank you for your business

**CITY COUNCIL MEETING
MULVANE, KANSAS
February 21, 2024**

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

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

Project Name/Description	Project Status
Phase 2 Main A Sanitary Sewer Improvements (Bond Issue funding)	<p><u>Completed to Date:</u> KDOT has approved the Contractor's traffic control plan (TCP). This plan will detour traffic at Bridge St./K-53 & Boxelder and at First St./K-53 & Walnut.</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>
GIS Mapping Updates (Administration Operating Budget)	<p><u>Completed to Date:</u> A final draft of a "Request for Proposal" (RFP) for GIS mapping services has been approved by Public Works and Utilities.</p> <p><u>Remaining Work:</u> RFP's will be distributed to GIS Consulting Firms on 2/15/24. The deadline for proposals is 3/7/24.</p> <p><u>Contract Status:</u> TBD based on proposals received/approved.</p>
Phase 1 Harvest Point Addition Infrastructure (Municipal Bonds)	<p><u>Completed to Date:</u> Preliminary Mass Grading and Detention Ponds, Sanitary Sewer, Storm Sewer and Water Line plans (Bid Package No. 1) have been completed and reviewed with Public Works on 1/25/24.</p> <p><u>Remaining Work:</u> KDHE permit application for sewer and KDHE water plan submittals are being prepared. Submit final plans and KDHE permit to Public Works for approval to initiate the bid phase. Bid Package No. 1 is scheduled to bid in early March.</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>
West Main Street Drainage Improvements (Special Sales Tax)	<p><u>Completed to Date:</u> In June of 2019, design plans were prepared to replace an existing storm sewer inlet located at the west end of Main Street (adjacent to the NW corner of the "Empire Taco" building). Opening dates for the restaurant, COVID and project scheduling issues placed the bid phase on hold.</p> <p><u>Remaining Work:</u> Prepare bid documents, bid and construct the drainage improvements.</p> <p><u>Contract Status:</u> TBD based on bids received.</p>

CITY COUNCIL MEETING
MULVANE, KANSAS
February 21, 2024

TO: Mayor and City Council
SUBJECT: Phase 2 - Main A Sanitary Sewer Improvements
FROM: Chris Young, City Engineer - Young & Associates, PA
ACTION: Issue Notice to Proceed (NTP) with Apex Excavating, LLC

Background:

On October 19, 2023 the City received bids for constructing the second phase of improvements to their Main “A” sanitary sewer. This portion of Main “A” will replace and upsize sewer lines from the Public Works Maintenance building on Bridge St. to Poplar St. The low bidder was Apex Excavating, LLC, Park City, Kansas. On November 6th the City Council approved awarding the project to Apex and on December 4, 2023 a construction agreement was approved.

Analysis:

To date the Contractor has submitted and received approval on shop drawings, including pipe and manhole structures. On January 16th the Contractor, KDOT, City staff and Y&A met to review a traffic control plan (TCP). KDOT suggested detouring traffic to avoid potential conflicts at the BNSF crossing. TCP plans have been sent to KDOT and approved based on detouring traffic at K-53 and Boxelder and on First St. just south of Walnut.

The Contractor is coordinating with BNSF engineering representatives (Wilson & Co.) and have set a tentative start date for the sewer boring under the RR in early March. Materials are being delivered to the project (at the Mulvane Public Works facility).

Following is an updated tentative time-line for Phase 2:

Issue a Notice of Award.....	Nov. 6, 2023
Approve Const. Agreement.....	Dec. 4, 2023
Begin Const. (NTP).....	Feb. 22, 2024
Complete Phase 2 Main A Improvements (180-calendar days).....	Aug. 20, 2024

(The City could consider negotiating with the contractor on additional construction phases)

Financial Considerations:

In May of 2021, the City Council approved the authorization of General Obligation Bonds to finance the Main A sewer improvement project at a total estimated project cost of \$2,800,000. City staff estimates the GO bond balance to date is approx. \$1,430,000 which includes the costs of the original field surveys, design, easement costs and Phase 1 construction.

Based on the low bid received, total Phase 2 project costs (including a 10% contingency budget) are estimated at \$1,340,000, leaving a bond balance of approx. \$90,000. Future phases will require additional funding.



Main “A” Sanitary S ewer Improvements - Project Phasing Map

City Council Memorandum – **Phase 2 - Main A Sanitary Sewer Improvements**

February 22, 2024

Page 2 of 2

Legal Considerations:

Per City Attorney.

Recommendation/Action:

Staff recommends approving a Notice to Proceed with Apex Excavating, LLC as outlined in the following Sample Motion:

Sample Motion -

I move the City approve a Notice to Proceed with Apex Excavating, LLC and authorize the Mayor to sign.

NOTICE TO PROCEED

Dated: February 22, 2024

**TO: Apex Excavating, LLC
302 W. 61st Street N.
Park City, KS 67201**

**PROJECT: PHASE 2 - MAIN "A" SANITARY SEWER IMPROVEMENTS,
CITY OF MULVANE, SEDGWICK-SUMNER COUNTY, KANSAS**

You are notified that the Contract Time under the above contract will commence to run on February 22, 2024. By that date, you are to start performing the Work and your other obligations under the Contract Documents. The date of Substantial Completion and Final Completion are set forth in the Agreement; they are August 20, 2024 and September 20, 2024 respectfully.

Before you may start any Work at the site, you must deliver to the Owner certificate of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

City of Mulvane
Owner

By: _____
Title: Mayor



Mulvane, KS

Check Report

By Check Number

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK-POOL						
10107	ACTIVE 911, INC.	01/11/2024	Regular	0.00	1,196.38	60754
00017	AMERICAN ELECTRIC CO. INC	01/11/2024	Regular	0.00	999.75	60755
00045	BLACK HILLS UTILITY HOLDINGS INC	01/11/2024	Regular	0.00	716.39	60756
09957	CARSON INSURANCE GROUP	01/11/2024	Regular	0.00	455.00	60757
00079	CITY OF MULVANE	01/11/2024	Regular	0.00	75,000.00	60758
09884	CITY OF WELLINGTON	01/11/2024	Regular	0.00	10.92	60759
00170	CORE & MAIN	01/11/2024	Regular	0.00	3,948.00	60760
01039	DIGITAL MARKETS INC	01/11/2024	Regular	0.00	4,331.00	60761
00168	DON HATTAN CHEVROLET, INC.	01/11/2024	Regular	0.00	488.49	60762
09885	ED M. FELD EQUIPMENT CO., INC.	01/11/2024	Regular	0.00	850.00	60763
10068	HECTOR SAMUEL RIVERA	01/11/2024	Regular	0.00	50.00	60764
10064	HUBER & ASSOCIATES, INC	01/11/2024	Regular	0.00	9,713.00	60765
10218	INTERLINGUAL INTERPRETING SERVICES	01/11/2024	Regular	0.00	138.58	60766
00214	KANSAS MUNICIPAL JUDGES ASSOC.	01/11/2024	Regular	0.00	25.00	60767
00217	KANSAS ONE-CALL SYSTEM, INC.	01/11/2024	Regular	0.00	78.00	60768
00246	KSFFA	01/11/2024	Regular	0.00	198.00	60769
10314	KU EDWARDS CAMPUS	01/11/2024	Regular	0.00	375.00	60770
00249	LEAGUE OF KS. MUNICIPALITIES	01/11/2024	Regular	0.00	5,169.65	60771
10312	LEXIPOL, LLC	01/11/2024	Regular	0.00	14,984.60	60772
01219	MERIDIAN ANALYTICAL LABS LLC	01/11/2024	Regular	0.00	80.00	60773
10562	MUNICIPAL SUPPLY INC.	01/11/2024	Regular	0.00	134.68	60774
00294	MURDOCK COMPANIES, INC.	01/11/2024	Regular	0.00	1,318.82	60775
00340	QUILL CORPORATION	01/11/2024	Regular	0.00	110.15	60776
00362	S & D EQUIPMENT CO. INC	01/11/2024	Regular	0.00	41.97	60777
00372	SAMS CLUB	01/11/2024	Regular	0.00	455.05	60778
00379	SEDGWICK CO DIVISION OF FINANC	01/11/2024	Regular	0.00	5,845.90	60779
10589	SNODGRASS & SONS CONSTRUCTION CO., INC.	01/11/2024	Regular	0.00	312,093.51	60780
00407	SUMNER CO. SHERIFF	01/11/2024	Regular	0.00	1,190.00	60781
00003	TRENTON BREESE	01/11/2024	Regular	0.00	740.00	60782
00426	TYLER TECHNOLOGIES INC	01/11/2024	Regular	0.00	38,710.26	60783
	Void	01/11/2024	Regular	0.00	0.00	60784
00459	WESCO	01/11/2024	Regular	0.00	651.87	60785
00094	WICHITA WATER CONDITIONING, INC.	01/11/2024	Regular	0.00	67.86	60786
00479	YOUNG & ASSOCIATES, P. A.	01/11/2024	Regular	0.00	262.50	60787
00012	AIRGAS USA, INC.	01/18/2024	Regular	0.00	100.00	60795
01041	ALL COVERED	01/18/2024	Regular	0.00	6,616.88	60796
00015	ALTEC INDUSTRIES, INC.	01/18/2024	Regular	0.00	473.04	60797
00063	ANTONIO CARRO, MD	01/18/2024	Regular	0.00	600.00	60798
01094	AUSTIN HOSE	01/18/2024	Regular	0.00	203.47	60799
00463	BERRY COMPANIES INC	01/18/2024	Regular	0.00	146.40	60800
10494	BTAC HOLDING CORP	01/18/2024	Regular	0.00	901.10	60801
00101	CHRISTOPHER DAVIS	01/18/2024	Regular	0.00	600.00	60802
00078	CITY OF AUGUSTA	01/18/2024	Regular	0.00	22,148.06	60803
00092	COX COMMUNICATIONS	01/18/2024	Regular	0.00	104.41	60804
00092	COX COMMUNICATIONS	01/18/2024	Regular	0.00	3,395.62	60805
00092	COX COMMUNICATIONS	01/18/2024	Regular	0.00	630.00	60806
00103	DE LAGE LANDEN INC	01/18/2024	Regular	0.00	77.44	60807
09934	DONNA E OEHM	01/18/2024	Regular	0.00	675.00	60808
10551	EBSCO INDUSTRIES, INC.	01/18/2024	Regular	0.00	1,918.32	60809
10625	EMPAC INC.	01/18/2024	Regular	0.00	635.10	60810
00461	EVERGY	01/18/2024	Regular	0.00	6,077.24	60811
10348	FLEXIBLE BENEFIT SERVICE CORPORATION	01/18/2024	Regular	0.00	410.00	60812
00145	FOUR STATE MAINTENANCE SUPPLY INC	01/18/2024	Regular	0.00	61.28	60813
00149	GALAXIE BUSINESS EQUIPMENT, INC.	01/18/2024	Regular	0.00	2,977.46	60814

Check Report

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00150	GALL'S INC.	01/18/2024	Regular	0.00	196.09	60815
00160	GRAINGER, W.W. INC.	01/18/2024	Regular	0.00	44.40	60816
00438	HD SUPPLY, INC.	01/18/2024	Regular	0.00	943.23	60817
00254	JAMES LARRY LINN, ATTY AT LAW	01/18/2024	Regular	0.00	2,000.00	60818
10391	JOY KAY WILLIAMS	01/18/2024	Regular	0.00	2,000.00	60819
10465	JUMPSTART	01/18/2024	Regular	0.00	1,094.81	60820
00209	KANSAS GAS SERVICE	01/18/2024	Regular	0.00	1,977.73	60821
00215	KANSAS MUNICIPAL UTILITIES INC	01/18/2024	Regular	0.00	3,316.75	60822
00241	KONICA MINOLTA BUSINESS INC	01/18/2024	Regular	0.00	23.00	60823
10552	KONICA MINOLTA BUSINESS SOLUTIONS	01/18/2024	Regular	0.00	542.93	60824
00243	KROGER-DILLONS CUSTOMER CHARGE	01/18/2024	Regular	0.00	375.88	60825
09913	MABCD	01/18/2024	Regular	0.00	234.02	60826
00266	MCKEE CLEAR SERVICE SOLUTIONS INC	01/18/2024	Regular	0.00	50.00	60827
00357	MICHAEL J. ROBINSON	01/18/2024	Regular	0.00	670.70	60828
00357	MICHAEL J. ROBINSON	01/18/2024	Regular	0.00	699.80	60829
10500	MIDWEST TAPE, LLC.	01/18/2024	Regular	0.00	19.99	60830
00272	MIDWEST TRUCK EQUIPMENT INC.	01/18/2024	Regular	0.00	924.00	60831
00282	MULVANE CHAMBER OF COMMERCE	01/18/2024	Regular	0.00	250.00	60832
00283	MULVANE COOPERATIVE UNION	01/18/2024	Regular	0.00	4,287.55	60833
00283	MULVANE COOPERATIVE UNION	01/18/2024	Regular	0.00	3,005.44	60834
00288	MULVANE FIRE RESCUE	01/18/2024	Regular	0.00	5,000.00	60835
10091	MULVANE REC CENTER	01/18/2024	Regular	0.00	540.00	60836
10349	NATHAN WERTH	01/18/2024	Regular	0.00	1,258.50	60837
09985	PETER A. MACKINNEY	01/18/2024	Regular	0.00	2,960.00	60838
10461	QUADIENT FINANCE USA, INC.	01/18/2024	Regular	0.00	300.00	60839
00340	QUILL CORPORATION	01/18/2024	Regular	0.00	123.58	60840
00112	RK BLACK INC	01/18/2024	Regular	0.00	150.46	60841
00104	RODNEY L SCHUMOCK	01/18/2024	Regular	0.00	345.00	60842
00363	S & G ASSOCIATES, INC	01/18/2024	Regular	0.00	75.00	60843
00370	SALISBURY SUPPLY COMPANY, INC.	01/18/2024	Regular	0.00	202.00	60844
09839	SEDGWICK CO ASSOCIATION OF CITIES	01/18/2024	Regular	0.00	100.00	60845
00386	SHRED-IT US JV LLC	01/18/2024	Regular	0.00	26.31	60846
00364	SUMNER COUNTY ECONOMIC DEVELOPMENT	01/18/2024	Regular	0.00	2,953.29	60847
01186	SUPERIOR RUBBER STAMP & SEAL INC	01/18/2024	Regular	0.00	145.00	60848
00426	TYLER TECHNOLOGIES INC	01/18/2024	Regular	0.00	1,267.78	60849
00434	UNITED STATES POST OFFICE	01/18/2024	Regular	0.00	5,000.00	60850
00443	VERIZON WIRELESS	01/18/2024	Regular	0.00	290.60	60851
00443	VERIZON WIRELESS	01/18/2024	Regular	0.00	80.02	60852
00453	WAMPO	01/18/2024	Regular	0.00	581.57	60853
10183	WASTE MANAGEMENT	01/18/2024	Regular	0.00	940.63	60854
00094	WICHITA WATER CONDITIONING, INC.	01/18/2024	Regular	0.00	36.75	60855
00479	YOUNG & ASSOCIATES, P. A.	01/18/2024	Regular	0.00	17,966.75	60856
00012	AIRGAS USA, INC.	01/25/2024	Regular	0.00	43.36	60858
09891	B & S CROWN LLC	01/25/2024	Regular	0.00	129.00	60859
00051	BRENNTAG SOUTHWEST, INC	01/25/2024	Regular	0.00	33,267.56	60860
01093	CENTRAL PLAINS DEVELOPMENT	01/25/2024	Regular	0.00	41.25	60861
10564	CLINTON KLAUSMEYER	01/25/2024	Regular	0.00	1,000.00	60862
00090	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	01/25/2024	Regular	0.00	830.00	60863
00170	CORE & MAIN	01/25/2024	Regular	0.00	23,816.47	60864
00134	FAMILY MEDCENTERS PA	01/25/2024	Regular	0.00	430.00	60865
10547	FIRST WIRELESS, INC.	01/25/2024	Regular	0.00	34.95	60866
00145	FOUR STATE MAINTENANCE SUPPLY INC	01/25/2024	Regular	0.00	112.37	60867
10347	GIS WORKSHOP, LLC	01/25/2024	Regular	0.00	619.00	60868
00160	GRAINGER, W.W. INC.	01/25/2024	Regular	0.00	492.78	60869
10068	HECTOR SAMUEL RIVERA	01/25/2024	Regular	0.00	75.00	60870
00347	HENDERSON INVESTMENTS INC	01/25/2024	Regular	0.00	233.99	60871
10064	HUBER & ASSOCIATES, INC	01/25/2024	Regular	0.00	300.00	60872
01058	KANSAS CHAPTER IAAI	01/25/2024	Regular	0.00	225.00	60873
01031	KANSAS DEPT OF REVENUE	01/25/2024	Regular	0.00	2,787.56	60874
01031	KANSAS DEPT OF REVENUE	01/25/2024	Regular	0.00	349,233.75	60875
	Void	01/25/2024	Regular	0.00	0.00	60876

Check Report

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00220	KANSAS POWER POOL	01/25/2024	Regular	0.00	181,945.05	60877
10326	Konica Minolta Premier Finance	01/25/2024	Regular	0.00	139.30	60878
00249	LEAGUE OF KS. MUNICIPALITIES	01/25/2024	Regular	0.00	36.00	60879
00252	LIFE-ASSIST, INC.	01/25/2024	Regular	0.00	1,335.50	60880
09913	MABCD	01/25/2024	Regular	0.00	289.85	60881
01219	MERIDIAN ANALYTICAL LABS LLC	01/25/2024	Regular	0.00	1,480.00	60882
00277	MOCIC	01/25/2024	Regular	0.00	150.00	60883
10580	MULVANE AUTOMOTIVE AND TIRE REPAIR LLC	01/25/2024	Regular	0.00	99.95	60884
00282	MULVANE CHAMBER OF COMMERCE	01/25/2024	Regular	0.00	32,000.00	60885
10185	NATIONAL SCREENING BUREAU	01/25/2024	Regular	0.00	108.00	60886
00306	NOTARY PUBLIC UNDERWRITERS	01/25/2024	Regular	0.00	117.95	60887
00310	OMNI SERVICES GROUP LLC	01/25/2024	Regular	0.00	1,173.92	60888
10371	PB PARENT HOLDCO, LP	01/25/2024	Regular	0.00	10.00	60889
00366	SAFETY PLUS FIRST AID & SAFETY INC	01/25/2024	Regular	0.00	98.18	60890
00385	SHIRTS PLUS INC	01/25/2024	Regular	0.00	632.25	60891
00369	THE SALINA SUPPLY COMPANY	01/25/2024	Regular	0.00	415.94	60892
10366	UNDERGROUND VAULTS & STORAGE, INC	01/25/2024	Regular	0.00	18.95	60893
01007	UTILITY HELPNET INC	01/25/2024	Regular	0.00	1,010.78	60894
00443	VERIZON WIRELESS	01/25/2024	Regular	0.00	121.07	60895
00446	VIA CHRISTI HOME MEDICAL LLC	01/25/2024	Regular	0.00	195.00	60896
00459	WESCO	01/25/2024	Regular	0.00	2,193.42	60897
00462	WESTFALL ELECTRIC INC.	01/25/2024	Regular	0.00	285.00	60898
10466	WESTLAKE HARDWARE INC	01/25/2024	Regular	0.00	212.94	60899
00046	BLUE CROSS AND BLUE SHIELD	01/10/2024	Bank Draft	0.00	26,717.31	DFT0003628
00046	BLUE CROSS AND BLUE SHIELD	01/17/2024	Bank Draft	0.00	18,959.85	DFT0003629
00046	BLUE CROSS AND BLUE SHIELD	01/24/2024	Bank Draft	0.00	22,084.58	DFT0003630

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	188	136	0.00	1,229,921.80
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	3	3	0.00	67,761.74
EFT's	0	0	0.00	0.00
	191	141	0.00	1,297,683.54

Check Report

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PYBNK-PAYROLL-POOL						
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	01/05/2024	Regular	0.00	78.46	60750
10066	KAHRS LAW OFFICES, P.A.	01/05/2024	Regular	0.00	194.25	60751
01016	KANSAS PAYMENT CENTER	01/05/2024	Regular	0.00	552.00	60752
10540	PITTENGER LAW GROUP, LLC	01/05/2024	Regular	0.00	194.25	60753
01012	AFLAC	01/19/2024	Regular	0.00	367.15	60788
01013	AFLAC GROUP INSURANCE	01/19/2024	Regular	0.00	910.47	60789
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	01/19/2024	Regular	0.00	78.46	60790
10066	KAHRS LAW OFFICES, P.A.	01/19/2024	Regular	0.00	195.47	60791
01016	KANSAS PAYMENT CENTER	01/19/2024	Regular	0.00	361.38	60792
01022	LEGAL SHIELD	01/19/2024	Regular	0.00	454.50	60793
10540	PITTENGER LAW GROUP, LLC	01/19/2024	Regular	0.00	195.47	60794
00079	CITY OF MULVANE	01/18/2024	Regular	0.00	5,008.48	60857
01021	KPERS	01/05/2024	Bank Draft	0.00	22,163.86	DFT0003596
01021	KPERS	01/05/2024	Bank Draft	0.00	11,583.58	DFT0003597
01026	IRS	01/05/2024	Bank Draft	0.00	25,370.40	DFT0003598
01026	IRS	01/05/2024	Bank Draft	0.00	19,305.42	DFT0003599
01031	KANSAS DEPT OF REVENUE	01/05/2024	Bank Draft	0.00	9,166.62	DFT0003600
01026	IRS	01/05/2024	Bank Draft	0.00	5,933.42	DFT0003601
10344	RELIANCE STANDARD LIFE INS CO.	01/31/2024	Bank Draft	0.00	1,372.55	DFT0003602
01021	KPERS	01/19/2024	Bank Draft	0.00	608.81	DFT0003603
01021	KPERS	01/19/2024	Bank Draft	0.00	21,201.11	DFT0003604
01021	KPERS	01/19/2024	Bank Draft	0.00	11,922.90	DFT0003605
00436	UNUM LIFE INSURANCE CO OF AMER	01/31/2024	Bank Draft	0.00	392.70	DFT0003606
01026	IRS	01/19/2024	Bank Draft	0.00	24,623.40	DFT0003607
01026	IRS	01/19/2024	Bank Draft	0.00	17,941.07	DFT0003608
01031	KANSAS DEPT OF REVENUE	01/19/2024	Bank Draft	0.00	8,787.61	DFT0003609
01026	IRS	01/19/2024	Bank Draft	0.00	5,758.74	DFT0003610
00106	DELTA DENTAL OF KANSAS	01/30/2024	Bank Draft	0.00	271.24	DFT0003637
00106	DELTA DENTAL OF KANSAS	01/30/2024	Bank Draft	0.00	343.90	DFT0003638
00106	DELTA DENTAL OF KANSAS	01/30/2024	Bank Draft	0.00	312.66	DFT0003639
00106	DELTA DENTAL OF KANSAS	01/30/2024	Bank Draft	0.00	1,498.38	DFT0003640
00106	DELTA DENTAL OF KANSAS	01/30/2024	Bank Draft	0.00	305.28	DFT0003641
00106	DELTA DENTAL OF KANSAS	01/30/2024	Bank Draft	0.00	343.80	DFT0003642
00106	DELTA DENTAL OF KANSAS	01/30/2024	Bank Draft	0.00	1,498.38	DFT0003643
00106	DELTA DENTAL OF KANSAS	01/30/2024	Bank Draft	0.00	312.48	DFT0003644

Bank Code PYBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	17	12	0.00	8,590.34
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	23	23	0.00	191,018.31
EFT's	0	0	0.00	0.00
	40	35	0.00	199,608.65

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	205	148	0.00	1,238,512.14
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	26	26	0.00	258,780.05
EFT's	0	0	0.00	0.00
	231	176	0.00	1,497,292.19

Fund Summary

Fund	Name	Period	Amount
999	Pool Cash Fund	1/2024	1,497,292.19
			1,497,292.19

Approved

Date

City Council Meeting
February 21, 2024

TO: Mayor & City Council

FR: City Administrator

RE: Liquor License

ACTION: Approve the properly completed application

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 R & R KANSAS, LLC, DBA: PARTYLINE LIQUOR.

APPLICATION FOR LICENSE FOR SALE OF LIQUOR
CALENDAR YEARS 2023 AND 2024

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

Application for: _____ Class 'A' Club (\$500) _____ Drinking Establishment (\$500)
_____ Class 'B' Club (\$500) _____ Farm Winery (\$600)
X _____ General Retail (\$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.)

R AND R KANSAS LLC

STATE LICENSE NUMBER:

16831

2. STREET ADDRESS OF PREMISES TO BE LICENSED:

1028 S.E. Louis St., Mulvane, KS 67110

DESCRIPTION OF STRUCTURE OF PREMISES:
(Block, composite, wood, etc.)

Slab on grade, single story, stick or steel construction

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

PARTYLINE LIQUOR

NAME OF INDIVIDUAL/APPLICANT:

PARTHO ROY

Age 56 Date of Birth [REDACTED] Place of Birth TESSORE, BANGLADESH
Length of Residence in Kansas: _____ in County _____

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 PARTHO ROY 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.

Partho Roy
SIGNATURE OF APPLICANT

SUBSCRIBED AND SWORN to before me this 29 day of January, 2024.

My Commission Expires:

1/3/2026



Lachelle Tootle
NOTARY PUBLIC

**Kansas Alcoholic Beverage Control Division
Liquor License**

Retailer's License

OWNER NAME: R & R Kansas LLC
DBA: Partyline Liquor
ADDRESS: 1028 SE Louis Street
Mulvane, KS 67110

LICENSE NO: 16831

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 serve free samples of alcoholic liquor; make retail sales of alcoholic liquor, cereal malt beverage, non-alcoholic malt beverage and all other goods and services; deliver alcoholic liquor and cereal malt beverage in the original package to certain other licensees and other sales as authorized by K.S.A. 41-308 and K.S.A. 41-308d.

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: 02/26/2024

EXPIRES: 02/25/2026

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 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/abcccontact.html>

Contact the Miscellaneous Tax Segment at 785-368-8222 or email 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 Council Meeting
February 21st, 2024

TO: Mayor & Council
FROM: Public Works Director
SUBJECT: Electric Generation Power Plant Fuel Purchase
ACTION: Approve purchase of diesel fuel oil for 111th St. Power Plant

Background

The City's Generating Units consume diesel fuel oil. These units are started, warmed up, and cooled down on 100% fuel oil when generating. Due to the usual weather event, we needed to be prepared to generate at our power plant for an extended period on diesel fuel oil due to the lack of natural gas and other electrical power options. Keeping a minimum of 10,000 gallons on hand provides the ability to generate emergency power for the city during outages or when potential extreme weather conditions exist (hot or cold).

Analysis

On January 25th, one load of fuel was ordered for our Power Plant (1402 N. Utility Park Circle) to insure delivery during the recent critical cold weather event. This diesel fuel oil is consumed by our two generating engines (#10 and #11) to produce electricity during the arctic weather electric grid emergency event.

Financial Considerations

The City's Kansas Power Pool (KPP) agreement required the City to generate during the cold weather event last week. KPP will reimburse the City for the cost of fuel used during this cold weather event.

Legal Considerations

As per City Attorney

Recommendation / Action

Motion to approve the purchase of 7,496 gallons of low sulfur #2 fuel oil at a cost of \$2.59 per gallon for a total of \$19,414.64 from the Mulvane CO-OP. Funds from the Electric Distribution Generation Commodities budget will be utilized for the purchase. Fund # 511-09-550.



220 W. Poplar
Mulvane, KS 67110
316-777-1121

9700 S 135th St. W
Clearwater, KS 67026
620-584-2011

BRANCH: 1 MULVANE COOP UNION

ORDER # - 377462 INVOICE # - 366461

01/25/2024

210875 CITY OF MULVANE
211 N. SECOND
MULVANE KS 67110

SALES REP : SHANE
CUST REF :
TAX 1 ID # : KS29VAAT1M
TAX 2 ID # :

ITEM	DESCRIPTION	QUANTITY	PRICE	DISCOUNT	AMOUNT	T
43	FARM DELIVER DYED DIESE BOL# 643579	7496.000	2.5900		19414.64	X

RECEIVED

JAN 29 2024

BY: dp
CITY OF MULVANE

X

SUB TOTAL ==> 19414.64
LESS DISCOUNTS ==>
TAX 1 ==>
TAX 2 ==>
TOTAL ==> 19414.64