

MULVANE CITY COUNCIL  
REGULAR MEETING AGENDA  
Monday December 15, 2025

|   | Page   |
|---|--------|
| Call Regular Meeting to Order   |        |
| Roll Call   |        |
| Pledge of Allegiance  |        |
| Approval of Regular Meeting Minutes dated December 1, 2025                                  | 2-7    |
| Correspondence  |        |
| Public Comments (State Name and Address – 5 minutes)  |        |
| Appointments, Awards and Citations  |        |
| 1. Employee of the Month – Corey Lewis  | 8-9    |
| 2. Ten Year Service Award – Jess Rogers   | 10-11  |
| 3. Water Heroes Award – Loren Duncan and Shon Largent                                       | 12-13  |
| <b>OLD BUSINESS</b>   |        |
| 1. Public Hearing to Amend the 2025 Budget – Rachael Blackwell                              | 14-19  |
| 2. Access Easement Documents with Evergy – Joel Pile  | 20-36  |
| <b>NEW BUSINESS:</b>  |        |
| 1. 2024 Audit Review from FORVIS – Michael Gerber   | 37-54  |
| 2. EMS Agreements with Sumner Co. and Belle Plaine – Gordon Fell                            | 55-62  |
| <b>ENGINEER:</b>  |        |
| 1. Boundary Resolution  | 63-86  |
| 2. Project Review and Update  | 87     |
| <b>CITY STAFF:</b>  |        |
| City Clerk  |        |
| City Administrator  |        |
| 1. Finance Report for November  | 88     |
| City Attorney   |        |
| <b>CONSENT AGENDA:</b>  | 89-122 |
| 1. Payroll dated 12/5/25 - \$282,764.60   |        |
| 2. Utility Write-offs for 2022 - \$8,092.76   |        |
| 3. Emerald Valley 2 <sup>nd</sup> Addn. Pay Appl. #8 – McCullough Excavation - \$117,629.60 |        |
| 4. ImageTrend Annual Fee - \$18,604.63  |        |
| 5. Liquor License for Empire Tacos  |        |
| 6. Sewer Main Repair – Padgett Excavation - \$11,980.00                                     |        |
| 7. Purchase of Ferric Chloride from Brenntag for WWTP - \$12,850.00                         |        |
| 8. Purchase of Underground Wire from Stanion Electric - \$38,770.63                         |        |
| 9. Purchase of Overhead Wire from Wesco - \$43,763.73                                       |        |
| 10. Warrant Register for November - \$745,708.80  |        |
| <b>ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:</b>                                       |        |
| No Council Workshop for December  |        |
| Next City Council Meeting – Monday, January 5, 2026 – 6:00 p.m.                             |        |

**ADJOURNMENT:**

**MULVANE CITY COUNCIL  
REGULAR MEETING MINUTES**

December 1, 2025

6:00 p.m.

The Mulvane City Council convened at the City Building at 211 N. Second at 6:00 p.m. Presiding was Mayor, Brent Allen, who called the meeting to order.

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

**OTHERS PRESENT:** Austin St. John, Debbie Parker, J. T. Klaus, Chris Young, Kaylie Mistretta, Jacob Coy, Rachael Blackwell, Terry Lane, Kenly Zehring, Malissa Long, Scott Nelson, Jeanette Moore, Pete Swart, Nick Ryan.

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

**APPROVAL OF REGULAR MEETING MINUTES:**

MOTION by Leach, second by Huntley to approve the Regular meeting minutes dated November 17, 2025.

MOTION approved unanimously.

**CORRESPONDENCE:** Councilmember Leeds advised that there was a large limb or tree down in Sunset Park. The Public Works Department will check it.

**PUBLIC COMMENTS:** Terry Lane inquired about the MCF asking for a \$25,000 subsidy. The City has given them \$100,000 over the past few years and he felt like there should be more information provided before continuing the funding.

**APPOINTMENTS, AWARDS AND CITATIONS:** None

**OLD BUSINESS**

None

**NEW BUSINESS**

**1. Property Fraud and Notary Fraud Alert Presentation:**

Sedgwick County Register of Deeds Chief Deputy, Kenly Zehring, shared information about their free Property Fraud Alert and Notary Fraud Alert services. These programs are valuable tools to help residents protect themselves against fraudulent activity. Zehring would like to raise awareness and increase participation in these programs.

The Property Fraud Alert is an online subscription service offered to the public that allows them to have their name monitored within the Recorder's office in order to track possible fraudulent recordings that affect their property. This is a free service for Sedgwick County residents.

The Notary Fraud Alert is an online subscription service offered to all public notaries, enabling them to monitor their notary name to detect potentially fraudulent recordings made in their name or under their seal.

Although these programs do not prevent fraud from happening, it provides an early warning system for individuals to take appropriate action should they determine possible fraudulent activity has taken place. If individuals need assistance to sign up for these programs, they may contact the Sedgwick County Register of Deeds office.

**2. Mulvane Community Foundation Subsidy Request:**

Mulvane Community Foundation (MCF) Director, Malissa Long, reviewed this item with the council. The MCF would like to request a \$25,000 subsidy to help fund a part-time director for 2026. The MCF will continue to work towards becoming independently sustainable in the future.

The MCF assists with authorized pass-through funds for many community events and activities. In addition to community events, the foundation enhances the quality of life for citizens in many other ways. Long reviewed some of the events and programs the MCF is involved in.

The council asked how close they were to becoming financially stable. MCF Board Member, Scott Nelson, advised that the goal for 2026 is to set up an endowment for any donations coming in, and to set up the framework on where to direct those funds. To help promote the need for donations, mailers are sent out twice a year. The MCF also receives donations from regular donors for specific funds they wish to support.

MOTION by Huntley, second by Leeds to approve the Mulvane Community Foundation request for funds in the amount of \$25,000 for 2026.

MOTION approved unanimously.

**3. Section 5310 Subaward Agreement:**

Senior Center Director, Kaylie Mistretta, reviewed this item with the council. The Subrecipient Grant Agreement between the City of Wichita – Transit Department and City of Mulvane for Section 5310 is required for the Mulvane Community Area Transit (MCAT). The grant is funded through the Federal Transit Administration for a Federal Award of \$40,000. The Scope of Services and Subrecipient responsibilities are outlined in the agreement.

The agreement requires the City to provide up to \$40,000 in matching funds and follow federal compliance requirements and record keeping with strict deadlines.

MOTION by Leach, second by Leeds to approve the Subrecipient Grant Agreement between the City of Wichita – Transit Department and City of Mulvane accepting the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities funding through the Federal Transit Administration for a Federal Award of \$40,000.

MOTION approved unanimously.

**4. Sports Complex Playground Renovations:**

Public Works/Utility Director, Jacob Coy, reviewed this item with the council. As part of the City’s Park Improvement Program, staff requested proposals from five (5) companies for a full playground renovation at the Mulvane Sports Complex. Each vendor was asked to submit designs and pricing for a new playground with a safety surface that would best fit the available space. Proposals were received from three (3) vendors:

Actively Play – “Karoo Custom” - \$116,000  
Playground Boss – “Power Play” - \$125,365  
Pro Playground – “Karoo Lookout” - \$116,999

Staff provided large display boards with each available option and asked the students at the Munson Primary and Mulvane Grade School to vote for their favorite design. The students overwhelmingly picked the Actively Play “Karoo Custom” design.

Funds for this project will come from the Special Parks Fund, which is supported by the City’s share of alcohol sales tax revenues. No general fund dollars will be used for this project.

MOTION by Gerber, second by Westfall to award the Mulvane Sports Complex playground renovation project to Actively Play for the Karoo Custom playground design, in the amount of \$116,000, to be funded through the Special Parks Fund.

MOTION approved unanimously.

**5. Set Public Hearing to Amend the 2025 Budget:**

Finance Director, Rachael Blackwell, reviewed this item with the council. The City will need to amend the 2025 budget. If actual expenditures of a fund exceed the adopted budget amount, an amendment is necessary to keep in accordance with the Kansas Cash Basis Law. The amendment to the budget must be done prior to the end of the calendar year and must include a public hearing. Any additional expenditures are to be made from existing revenue and cannot require additional tax levies.

The City needs to amend the 2025 budget for the following reasons:

Sr. Center Fund - Due to receiving the transportation vehicle earlier than expected it was not budgeted for FY25. This fund is over budget for the year and will require additional money transferred from the general fund.

Swimming Pool Fund - The expenses exceeded what was budgeted for FY25. The main reason for the fund going over budget is from the salaries. The council approved a pay increase for pool employees in FY24. Due to this increase, actual salaries for FY25 exceeded what was budgeted.

Special Parks Fund - The expenses will exceed what was budgeted for FY25. This will be because of the Sports Complex Playground Improvements. There is cash available to spend in this fund.

MOTION by Leeds, second by Leach to set a public hearing to amend the 2025 City of Mulvane Budget for Monday, December 15, 2025, at 6:00 p.m. at Mulvane City Hall.

MOTION approved unanimously.

**6. Transfer of Funds - Promissory Note:**

Finance Director, Rachael Blackwell, reviewed this item with the council. The 2025 budget included a transfer from the electric department to the general fund in the amount of \$550,000. This was to help maintain a consistent mill levy as we navigate through the property tax refunds to the Casino. It was suggested to have a loan agreement outlining the transfer.

Funds will be paid back to the Electric Fund in later years. The exact amount of the transfer will not be known until the end of the year. If the entire \$550,000 is not needed, the transfer will be reduced accordingly.

The City Attorney has drafted a Promissory Note for the interfund loan to allow a transfer of up to \$550,000.

MOTION by Gerber, second by Westfall to approve the budgeted transfer from the Electric Fund to the General Fund in the amount up to \$550,000 and authorization for the Mayor to sign the promissory note.

MOTION approved unanimously.

**7. Employee COLA:**

City Administrator, Austin St. John, reviewed this item with the council. The City budgeted a 3.5% COLA increase for employees in 2026. Payroll is approximately 21% of the city budget. St. John provided the COLA history for city employees with the council. A COLA provides an increase to those employees who may be “topped out” on the pay scale. The Bureau of Labor Statistics showed an increase of 2.8% through August 2025, and the Social Security Administration is implementing an increase of 2.8%. In most years, the council has provided a COLA close to the current CPI. The council can decide if they wish to grant a COLA to employees in 2026 and if so, what percentage.

MOTION by Huntley, second by Westfall to grant a 3% COLA to employees effective January 2026.

MOTION approved unanimously.

**8. Employee Handbook Update:**

City Administrator, Austin St. John, reviewed this item with the council. The employee handbook is updated periodically to stay in compliance with changing laws and city procedures. Staff have completed a comprehensive review of the January 2024 Edition of the Employee Handbook. St. John reviewed the recommended revisions with the council and answered questions. Adoption of the revised handbook will provide clearer administrative guidelines and reinforce consistent application of City policies. If no further changes are requested, the updated January 2026 version is ready for adoption.

MOTION by Huntley, second by Leach the City Council approve the recommended revisions to the Employee Handbook as presented and approve Resolution 2025-11 replacing the City’s Employee Handbook with a Manual Entitled “City of Mulvane, Employee Handbook, January 2026 Edition.”

MOTION approved unanimously.

RESOLUTION 2025-11

A RESOLUTION REPLACING THE CITY’S EMPLOYMENT HANDBOOK WITH A MANUAL ENTITLED, “CITY OF MULVANE, EMPLOYEE HANDBOOK, JANUARY 2026 EDITION.”

**ENGINEER**

**1. Main “A” Sanitary Sewer Phase 3 Change Order #4 – Apex Excavating:**

Due to changes in the final as-built material quantities for Main “A” Sanitary Sewer Phase 3, the Contractor has submitted a change order for a deduct of \$10,657.44.

MOTION by Gerber, second by Westfall to approve Change Order No. 4 with Apex Excavating, LLC in the deduct amount of \$10,657.44 and authorize the City Administrator to sign.  
MOTION approved unanimously.

**2. Project Review and Update:**

Main “A” Sanitary Sewer Improvements Phase 3 – The City is reviewing a plan to address a low pavement area left after Apex’s full width replacement of 3<sup>rd</sup> Ave. All other punch-list items have been completed.

Main “A” Sanitary Sewer Improvements Phase 4 – Sanitary Sewer installations along Charles St. have been completed to English St. Preliminary work has begun on the K-15 crossing. Temporary backfill has been installed to accommodate for holiday traffic.

Emerald Valley Estates 2<sup>nd</sup> Addition – McCullough Excavation advised work has been completed and is waiting on a field observation to check the work.

English Park Pedestrian Bridge – The Contractor has completed site grading for the bridge including adjacent storm sewer inlet and pipe.

Water Distribution System Study – A preliminary draft of the study has been completed and sent to Public Works and Fire Dept. for review.

**CITY STAFF**

**City Clerk:** None

**City Administrator:** Reminded the council of the City Christmas Party.

**City Attorney:** City Attorney, J.T. Klaus, advised that most people don’t realize that blowing their leaves off their yard and driveways into the city street is actually an illegal activity. This clogs up the storm sewer drains, which can cause flooding issues. Leaves should be bagged up.

**CONSENT AGENDA ITEMS:**

MOTION by Leach, second by Gerber to approve consent agenda items 1-7.

1. Payroll Dated 11/21/25 - \$271,391.74
2. City Utility Bills for October - \$15,652.17
3. Emerald Valley 2<sup>nd</sup> Addn. – Pay Appl. #7 – McCullough Excavation - \$1,193.40
4. Main “A” Sanitary Sewer Phase 3 – Pay Appl. #4 – Apex Excavating -\$479,035.24
5. Purchase of 10 Single Phase Pole Mount Transformers from Midwest Electric - \$26,018.30
6. Liquor License for R and R Kansas, LLC
7. CMB License for Dollar General

MOTION approved unanimously.

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

Employee Christmas Party – Friday, December 12, 2025 – 6:30 p.m. at the Kansas Star Casino.

Next City Council Meeting – Monday, December 15, 2025 – 6:00 p.m.

**ADJOURNMENT:**

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

MOTION approved unanimously at 7:00 p.m.

Minutes by:

Debra M. Parker, City Clerk

Minutes approved by the City Council \_\_\_\_\_.

## Debbie Parker

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**From:** Lachelle Tootle  
**Sent:** Friday, November 21, 2025 11:11 AM  
**To:** Debbie Parker  
**Subject:** Employee of the month

Debbie,

Corey Lewis has been nominated for employee of the month by two of his fellow co-workers.

I would like to submit Corey Lewis's name for Employee of the Month. Over the years, he has conceived numerous groundbreaking ideas, including our leaf vac setup, the paint stripping machine, leaf covers for the drains, and the innovative Christmas tree solution that precluded crane rental. Corey's dedication to enhancing our work efficiency and productivity is unwavering. His amiable demeanor, willingness to assist, and infectious humor make him a highly valued colleague.

From Justin Dowell

I would like to nominate Corey Lewis for Employee of the Month.  
-he helped save us 4000 dollars with his idea for the Christmas tree this year  
-works hard even while going through all of his treatments  
-made blade for the asphalt saving us guys a lot of work  
From Jacob Richardson

Thank you,

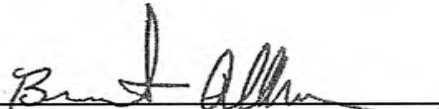
*Lachelle Tootle*  
*HR Director/  
Deputy City Clerk*  
*City of Mulvane*  
*316-777-9509*  
*[ltootle@mulvane.us](mailto:ltootle@mulvane.us)*

**City Hall Office Hours:**  
Monday-Thursday 7am to 5pm  
Friday 7am to 11am

# Employee of the Month

*Corey Lewis*  
*December 2025*

Thank You for your dedicated service to  
The City of Mulvane

  
Brent Allen, Mayor

  
Austin St. John, City Administrator

Tonight, we recognize Jess Rogers for ten years of service to the City of Mulvane in our Wastewater Department.

A few words from Brian, Jess' direct supervisor - he is truly one of a kind. Every once in a while, a city is fortunate enough to have an employee who stands out not just for their skill, but for their character. Jess is that kind of employee. He's dependable, someone you can call any time, day or night, and you know he's going to show up ready to help. That level of commitment is rare.

Anyone who has worked with Jess knows he has an incredible ability to fix just about anything. He approaches problems with a mix of experience, creativity, and determination that makes it look like some kind of magic. No matter what breaks, Jess can figure it out and usually faster than anyone else expects.

Outside of work, Jess and his wife, Bre, stay busy with their four dogs Sammy, Hank, Bella, and Bob and their cat, Luna. And when he's not keeping our wastewater system running, he enjoys spending his time hunting, fishing, and building Legos with Bre.

Jess is an outstanding employee, a great coworker. Employees like him are not easy to come by, and we are grateful for everything he brings to this organization.

Thank you for your ten years of service to the City of Mulvane.


# *Certificate of Appreciation*

Conferred Upon

*Jess Rogers*

*The League of Kansas Municipalities bestows this Certificate of Appreciation upon Jess Rogers in recognition of their 10 year contribution to the betterment of Kansas communities through loyal and dedicated service to the City of Mulvane.*



  
J. Michael Wilkes, President, 2024  
League of Kansas Municipalities

As many of you know, in September of 2024 our water supply from Augusta was lost due to a break under the Walnut River. What was expected to be a short-term interruption turned into a long-term emergency that has now lasted 18 months.

Mulvane had never relied solely on our reverse osmosis plant for more than ten consecutive days prior to this emergency and Before 2024, we had never produced more than 4 million gallons of water in an entire year.

Loren and Shon worked extended shifts and responded to hundreds of alarms at all hours of the night to keep the plant running. They refined processes in real time, solved issues as they arose, keeping our plant running without interruption.

Because of their dedication, Mulvane never lost access to safe drinking water. Schools, daycares, businesses, and emergency services stayed operational. Water quality remained excellent throughout, protecting both public health and the environment.

During the emergency they produced 53 million gallons in 2024, And this year alone have already produced nearly 200 million gallons to keep Mulvane supplied.

For these reasons, I nominated Loren and Shon, and the Water Environment Federation selected Mulvane's Water Team as recipients of the Water Heroes Award for 2025. This award was announced on stage during the annual WEFTEC conference in Chicago, which is the biggest water conference in the United States and draws over 20,000 industry professionals.

Congratulations to our Water Heroes, Loren Duncan and Shon Largent.

2025



# WATER HEROES AWARD



City of Mulvane  
Water Treatment Plant

City Council Meeting  
December 15, 2025

TO: Mayor & Council  
FR: Finance Director  
RE: Public Hearing to Amend 2025 City Budget

**Action – Hold public hearing to amend the 2025 City budget**

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**Analysis:**

The City needs to amend the 2025 budget for the following reason:

- Sr. Center Fund, due to receiving the transportation vehicle earlier than expected it was not budgeted to begin in FY25. This fund is over budget for the year and will also require additional money transferred from the general fund.
- Swimming Pool Fund, the expenses exceeded what was budgeted for FY25. The main reason for the fund going over budget is from the salaries. The council approved a pay increase in FY24, at the time when this was approved the 2025 budget was already set.
- Special Parks Fund, the expenses will exceed what was budgeted for FY25. This will be because of the Sports Complex Playground Improvements. There is cash available to spend in this fund.

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

A notice of public hearing will be published in the *Mulvane News* on December 4, 2025, which will be at least 10 days prior to the public hearing. The last date amending the annual budget may occur is on or before December 31<sup>st</sup> of that budget year.

**Financial Considerations:** The cost of the legal publication in the newspaper. The City will also have to make a larger transfer from the general fund than originally anticipated to cover the expenditures for the Sr. Center and Pool

**Open Public Hearing**  
**Listen to any comments or public input.**  
**End Public Hearing**

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to approve the 2025 amended budget.

***Each Council Member present needs to sign the amended certificate.***









**Notice of Budget Hearing for Amending the**

**2025 Budget**

The governing body of

**City of Mulvane**

will meet on the day of 12/15/25 at 6:00 PM at Mulvane City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

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

**Summary of Amendments**

| Fund                       | 2025<br>Adopted Budget |                                  |              | 2025<br>Proposed Amended<br>Expenditures |
|----------------------------|------------------------|----------------------------------|--------------|--|
|                            | Actual<br>Tax Rate     | Amount of Tax<br>that was Levied | Expenditures |  |
| Special Parks & Recreation |                        |                                  | 219,865      | 343,502                                  |
| Swimming Pool              |                        |                                  | 189,000      | 200,352                                  |
| Sr. Center                 |                        |                                  | 126,200      | 231,200                                  |
|                            |                        |                                  | 0            | 0  |
|                            |                        |                                  | 0            | 0  |
|                            |                        |                                  | 0            | 0  |

Rachael Blackwell

Official Title: Finance Director

City Council Meeting  
December 15, 2025

**To:** Honorable Mayor Allen and City Council  
**From:** Joel Pile- Planning & Zoning Administrator  
**Subject:** *Consideration of Access Easements with Evergy*

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**Background:**

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



The project requires Evergy to build a new switching station to energize the city’s new substation (proposed site layout below). Evergy is requesting three easements from the city for the construction and maintenance of their infrastructure.

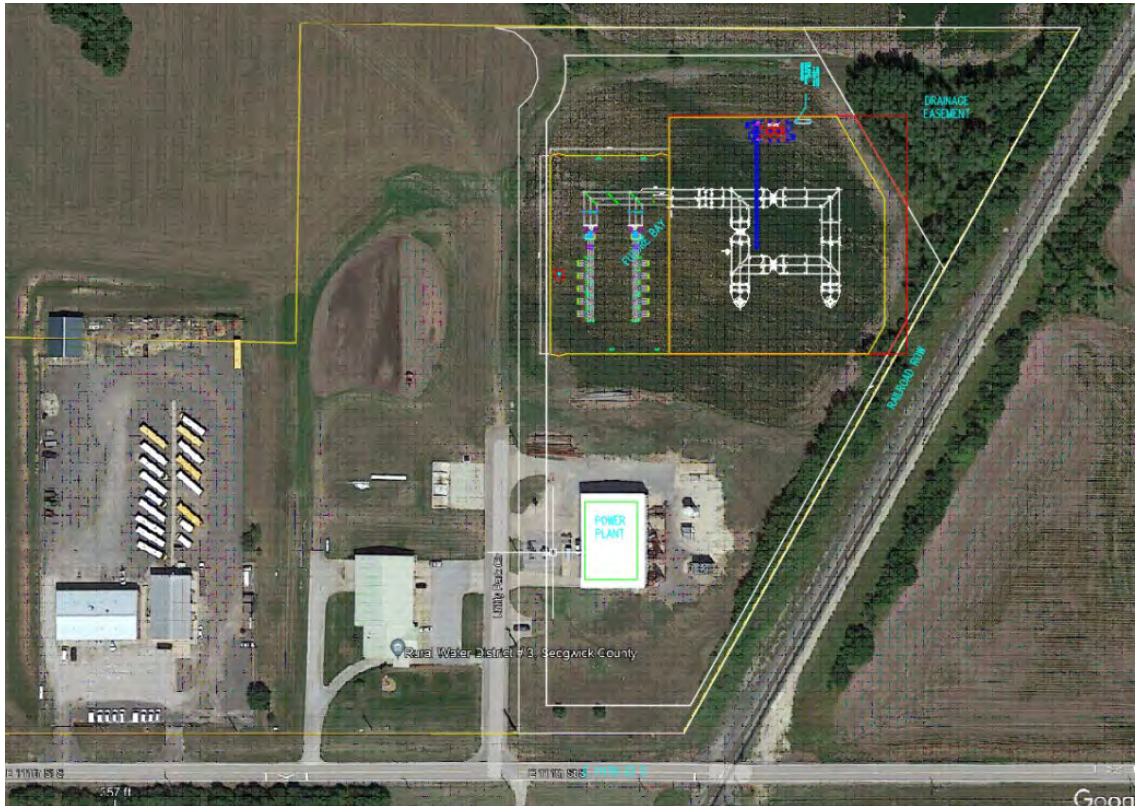
The Access Easement will allow Evergy ingress and egress to the site of their “Switching Station.”

- Two 25’ Ingress & Egress Easements over and across the Mulvane Substation Tract.

The Easement for Electric Facilities and Appurtenances grants and easement to Evergy which will allow them to erect, alter, reconstruct, and operate an electrical substation with transmission/distribution lines.

The Grant of Right of Way allows Evergy access to .43 acres of easement area directly south of the main easement.

- Creates access point for connecting the substation to the transmission line (from 111<sup>th</sup> across railroad).



**Recommendation:** Motion to approve the Access Easement, Easement for Electric Facilities and Appurtenances, and the Grant of Right of Way with Evergy Kansas South, Inc. and authorize the Mayor to sign.

## ACCESS EASEMENT

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **City of Mulvane, Kansas, a municipal corporation**, ("Grantor") does hereby grant, convey and warrant unto **Evergy Kansas South, Inc., a Kansas corporation**, it's successors, assigns and licensees, ("Grantee") right of ingress and egress on, over and/or across the below-described real estate for the purpose of Grantee accessing Grantee's contiguous easements thereon ("Access Rights"):

That portion of Lot 2, Mulvane Utility Park Addition to Mulvane, Sedgwick County, Kansas, as depicted and legally described in Exhibit "A" attached hereto and made part of this instrument by reference.

Grantee shall exercise the Access Rights in a reasonable and appropriate manner as determined in the good faith exercise of its discretion, provided, for example, Grantee will use existing roads and lanes when practicable.

Grantee shall have the further right to make access-related improvements along the route of access designated by the two (2) "Centerline of 25' Ingress and Egress Easements" depicted and legally described on Exhibit A attached hereto and made part of this instrument by reference (the "Designated Access"), including the right to erect and use gates in all fences that cross or obstruct or that shall hereafter cross or obstruct the Designated Access. Grantee shall also have the right to trim, remove, eradicate, cut, and clear away any trees, limbs, brush and vines ("Woody Vegetation") impeding the Designated Access now or at any future time whenever in its reasonable judgment such Woody Vegetation will interfere with or endanger the exercise of Access Rights. All such Woody Vegetation shall be removed by the Grantee unless otherwise agreed to by Grantor.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by Grantee's

exercise of Access Rights (whether or not along the Designated Access); said damages, if not mutually agreed upon, shall be appraised, ascertained and otherwise valued by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs, successors, or assigns, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive.

This Access Easement shall not deprive Grantor, its heirs, successors, assigns and licensees, of its rights to use and enjoy the above-described real estate for access purposes.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

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

*[Remainder of Page Intentionally Left Blank; Signature Page Follows.]*

WITNESS the hand of the Grantor this \_\_\_\_ day of \_\_\_\_\_, 2025.

City Of Mulvane, Kansas

[seal]

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

ATTEST:

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

ACKNOWLEDGEMENT

STATE OF KANSAS            )  
  )  
COUNTY OF SEDGWICK    )        ss:

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for said County and State, came Brent Allen and Debra Creekmore, Mayor and City Clerk, respectively, of the City of Mulvane, Kansas, who are personally known to me to be such officers, and 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.

[seal]

\_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires:

\_\_\_\_\_

# EXHIBIT 'A'

SHEET 1 OF 2

## LEGAL DESCRIPTION OF CENTERLINE OF 25 FEET ACCESS EASEMENTS TO SWITCHING STATION

The Centerline of a 25 feet Ingress Egress Easement over and across the the Mulvaine Substation Tract in a portion of Lot 2, "MULVANE UTILITY PARK ADDITION" to Mulvane, Sedgwick County, Kansas, more particularly described by Gerald E. Dixon, P.S. 1516, August 8, 2025; as commencing at the Northwest corner of Lot 2, of said MULVANE UTILITY PARK ADDITION; thence S00°41'15"W along the Centerline of Utility Park Circle being the West line of the said Mulvaine Substation Tract a distance of 144.93 feet; thence N89°23'30"W for 30 feet to the Point of Beginning; thence continuing S89°23'30"E for 204.86 feet to the West line of the Evergy, Switch Station Easement and Point of Termination. Said Easement is to and for the benefit of the Evergy, Switch Station.

## LEGAL DESCRIPTION OF CENTERLINE OF 25 FEET ACCESS EASEMENTS TO SWITCHING STATION

The Centerline of a 25 feet Ingress Egress Easement over and across the the Mulvaine Substation Tract in a portion of Lot 2, "MULVANE UTILITY PARK ADDITION" to Mulvane, Sedgwick County, Kansas, more particularly described by Gerald E. Dixon, P.S. 1516, August 8, 2025; as commencing at the Northwest corner of Lot 2, of said MULVANE UTILITY PARK ADDITION; thence S00°41'15"W along the Centerline of Utility Park Circle being the West line of the said Mulvaine Substation Tract a distance of 470.91feet; thence N89°50'43"W for 30.05 feet to the Point of Beginning; thence continuing S89°50'43"E for 183.49 feet to a point of cuvature the Left with a Radius of 42.50 feet, with a Length of Curve 66.76 feet, with a Central Angle of 90°00'00"; thence N00°36'30"E, for 10.00 feet to Evergy, Switch Station Easement and Point of Termination. Said Easement is to and for the benefit of the Evergy, Switch Station.



**GOECKE SURVEYING, LLC**  
205 S. MAIN, PO BOX 68, EL DORADO, KS 67042  
PHONE 316-321-3773, FAX 316-321-4199

### MULVANE EVERGY SWITCHING STATION ACCESS EASEMENT

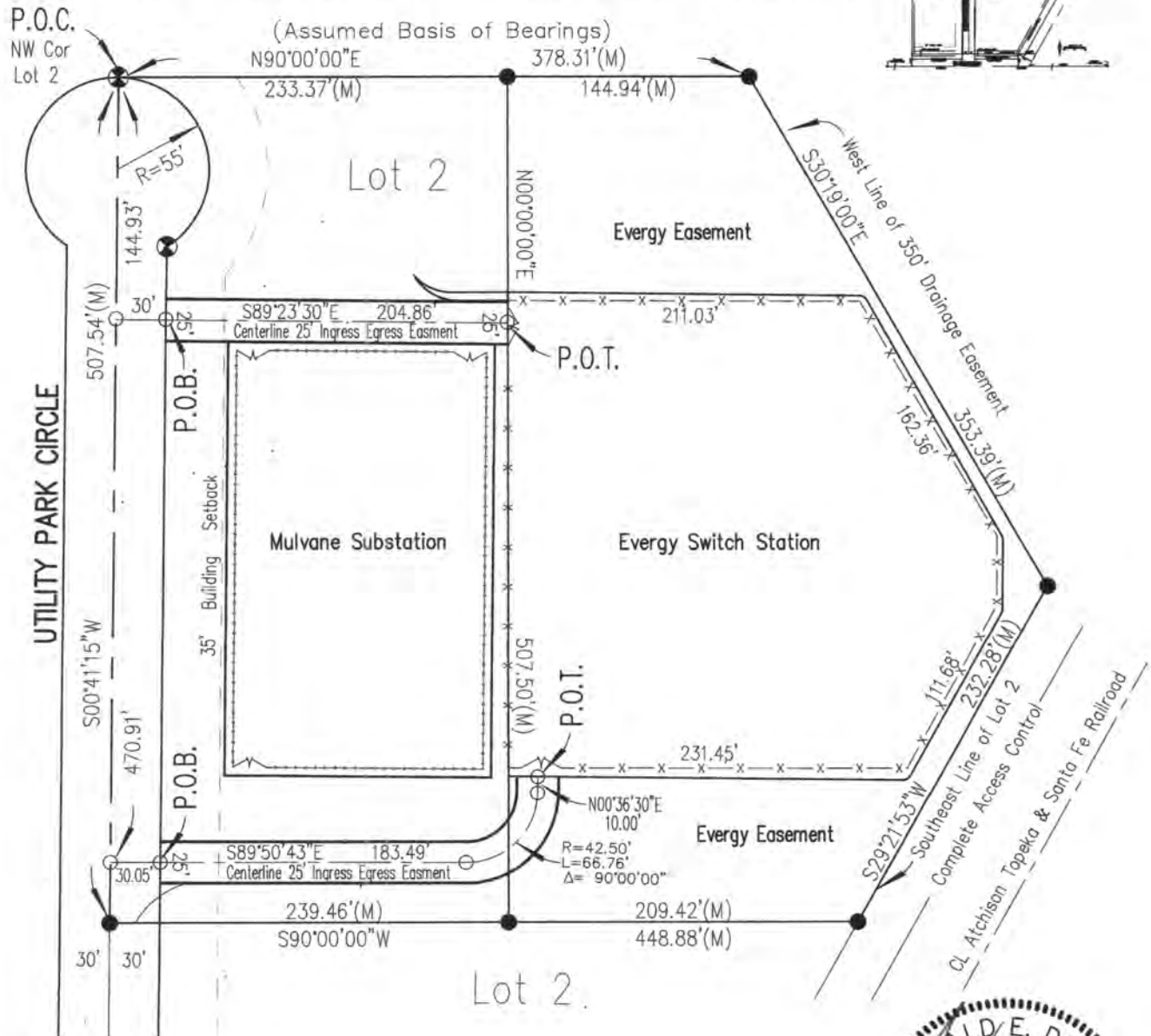
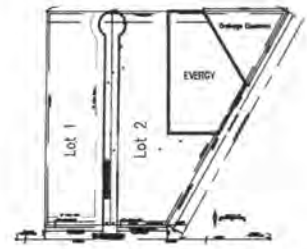


| COUNTY      | TRACT NO. | PROJ. NO.        |
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| SEDGWICK 25 | SG001     | 23-202           |
|             |           | DATE: 08/08/2025 |

# EXHIBIT 'A'

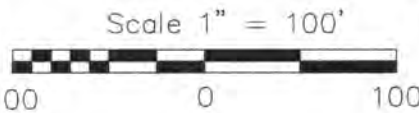
SHEET 2 OF 2

THIS SKETCH HAS BEEN PREPARED FOR EASEMENT EXHIBIT PURPOSES ONLY AND DOES NOT CONSTITUTE A BOUNDARY SURVEY. DISTANCES AND BEARINGS ARE BASED ON NAD-83 KANSAS SOUTH ZONE STATE PLANE DATUM.



**Legend**

- Set 5/8"x24" Rebar & CLS 251 Cap
- ⊗ Found 1/2" Rebar W/G & A CLS 95 Cap
- Calculated Point
- P.O.C. = Point of Commencement
- P.O.B. = Point of Beginning
- P.O.T. = Point of Termination
- (M) Measured



**MULVANE EVERGY SWITCHING STATION  
ACCESS EASEMENT**



205 S. MAIN, PO BOX 68, EL DORADO, KS 67042  
PHONE 316-321-3773, FAX 316-321-4199

|                 |    |
|-----------------|----|
| <b>COUNTY</b>   |    |
| <b>SEDGWICK</b> | 26 |

|                  |  |
|------------------|--|
| <b>TRACT NO.</b> |  |
| <b>SG001</b>     |  |

|                   |            |
|-------------------|------------|
| <b>PROJ. NO.:</b> | 23-202     |
| <b>DATE:</b>      | 08/08/2025 |

## **EASEMENT FOR ELECTRIC FACILITIES AND APPURTENANCES**

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **City of Mulvane, Kansas, a municipal corporation** ("Grantor") does hereby grant, convey and warrant unto **Evergy Kansas South, Inc, a Kansas corporation**, its successors, assigns, and licensees, ("Grantee") the right and easement to erect, alter, reconstruct, operate, and maintain under varying conditions of operation, renew and remove electric substation and communication facilities, fences, buildings, equipment enclosures, ground mats, and foundations, together with the right to conduct survey operations and such other subterranean tests and explorations Grantee deems necessary, and together with the right to construct, erect, inspect, install, rebuild, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, relocate and remove transmission and distribution lines, including the poles and towers, anchors, guys, crossarms, insulators, conductors, underground conduit, ducts, cables, and foundations and other equipment appurtenant thereto, including the right to store material, equipment, and the right to make use of property for related purposes, including parking vehicles and equipment during construction and maintenance, in, along, under, across, and over the parcel of land particularly described as "Evergy Easement" (including the "Evergy Switch Station") on Exhibit "A" attached hereto and made part of this instrument by reference ("Evergy Easement") (individually and in any combination referred to as the "Rights"). The Evergy Easement is that certain real property owned by Grantor and described as:

That portion of Lot 2, Mulvane Utility Park Addition to Mulvane, Sedgwick County, Kansas, as depicted and legally described in Exhibit "A" attached hereto and made part of this instrument by reference.

Grantee shall have the right to trim, remove, eradicate, cut and clear away any trees, limbs, brush and vines ("Woody Vegetation") on or adjoining the Evergy Easement on routes exercised as Access Rights now or at any future time whenever in its judgment such Woody Vegetation will interfere with or endanger the exercise of the Rights. All such Woody Vegetation shall be removed by the Grantee unless otherwise agreed to by

Grantor. Grantee shall have the right to erect fences enclosing the Evergy Easement in whole or in parts, of the tract described in Exhibit "A" attached hereto, now and in the future.

The Grantor, its heirs, successors, assigns and licensees, may cultivate, use and enjoy the Evergy Easement areas outside of any current or future improved areas, provided such use shall not, in the reasonable judgment of Grantee, interfere with or endanger the Rights, and provided further that no improvements, buildings or structures shall be located, constructed or otherwise placed on the Evergy Easement without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

In the event Grantee or its successors, assigns, licensees cause damage to Grantor from the exercise of the Rights, Grantee shall either cause the physical, material damage to be repaired or pay Grantor the reasonable cost of such work; said damages, if not mutually agreed upon, shall be appraised, ascertained and otherwise valued by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or licensees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive. This shall be Grantee's only liability for damage.

This grant shall be binding upon the heirs, successors and assigns of the Grantor and shall otherwise run with the land.

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

*[Remainder of Page Intentionally Left Blank; Signature page follows.]*

WITNESS the hand of the Grantor this \_\_\_\_ day of \_\_\_\_\_, 2025.

City Of Mulvane, Kansas

[seal]

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

ATTEST:

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

ACKNOWLEDGEMENT

STATE OF KANSAS        )  
  )  
COUNTY OF SEDGWICK    )

ss:

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for said County and State, came Brent Allen and Debra Creekmore, Mayor and City Clerk, respectively, of the City of Mulvane, Kansas, who are personally known to me to be such officers, and 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.

[seal]

\_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires:

\_\_\_\_\_

# EXHIBIT 'A'

SHEET 1 OF 2

## LEGAL DESCRIPTION OF EVERGY, MULVANE SWITCHING STATION ELECTRICAL FACILITIES AND APPURTENANCES EASEMENT

a portion of Lot 2, "MULVANE UTILITY PARK ADDITION" to Mulvane, Sedgwick County, Kansas, more particularly described by Gerald E. Dixon, P.S. 1516, August 8, 2025; as commencing at the Northwest corner of Lot 2, of said "MULVANE UTILITY PARK ADDITION"; thence N90°00'00"E along the North line of said Lot 2 a distance of 233.37 feet to the Point of Beginning; thence Continuing N90°00'00"E along said North line for 144.94 feet to the West line of the Northeast 350.00 feet Drainage Easement; thence S30°19'00"E along said West line a distance of 353.39 to the Southeast line of said Lot 2; thence S29°21'53"W along said Southeast line a distance of 232.28 feet; thence S90°00'00"W, for 209.42 feet; thence N00°00'00"E, for 507.50 feet to the Point of Beginning. Tract contains 2.9 Acres.



**GOECKE SURVEYING, LLC**  
205 S. MAIN, PO BOX 88, EL DORADO, KS 67042  
PHONE 316-321-3773, FAX 316-321-4199

### MULVANE SWITCHING STATION ELECTRICAL FACILITIES AND APPURTENANCES EASEMENT

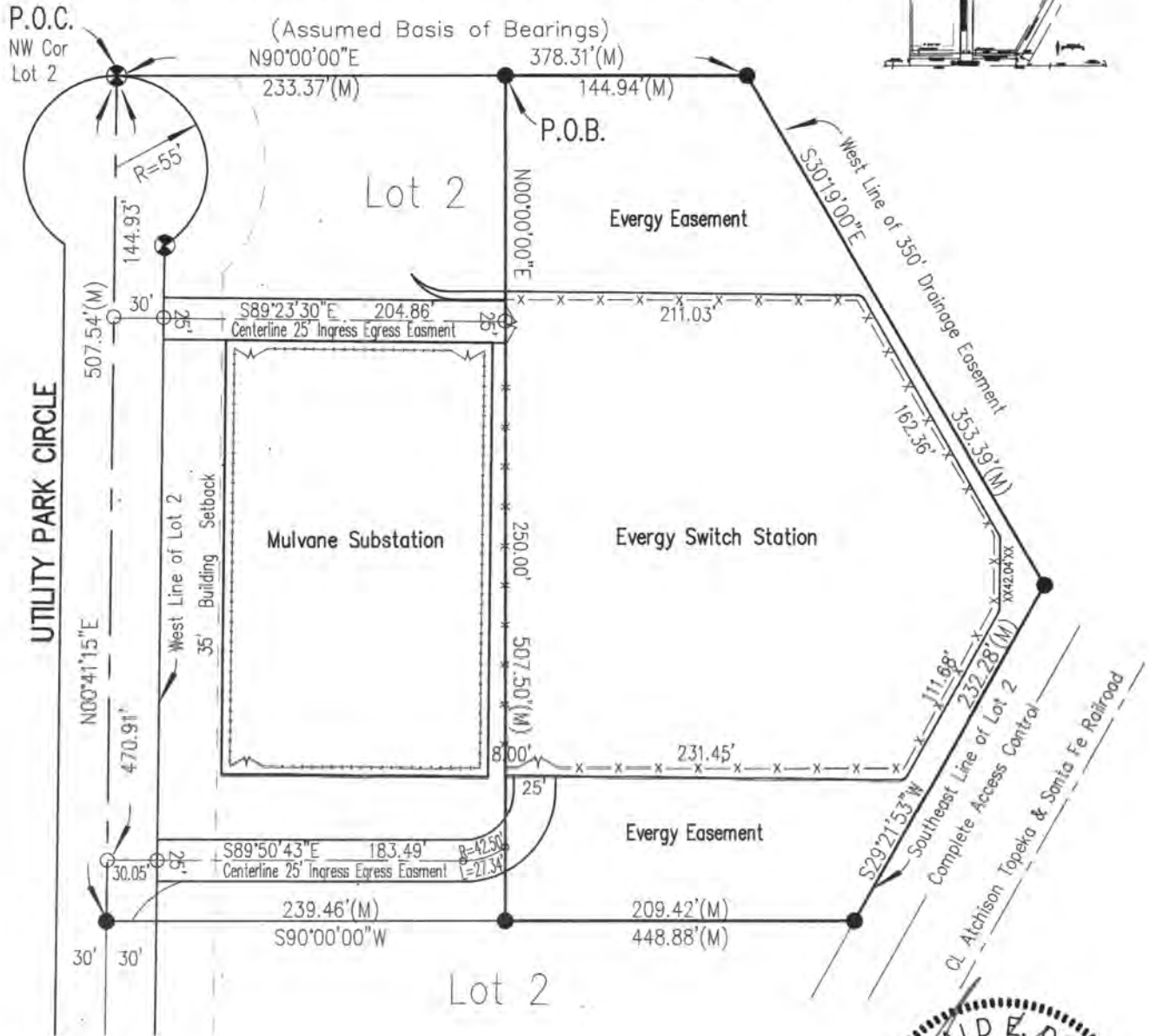
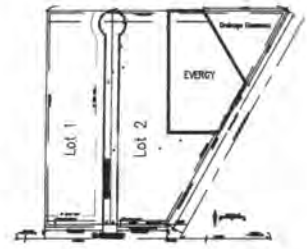


| COUNTY      | TRACT NO. | PROJ. NO.        |
|-------------|-----------|------------------|
| SEDGWICK 30 | SG001     | 23-202           |
|             |           | DATE: 08/08/2025 |

# EXHIBIT 'A'

## SHEET 2 OF 2

THIS SKETCH HAS BEEN PREPARED FOR EASEMENT EXHIBIT PURPOSES ONLY AND DOES NOT CONSTITUTE A BOUNDARY SURVEY. DISTANCES AND BEARINGS ARE BASED ON NAD-83 KANSAS SOUTH ZONE STATE PLANE DATUM.



### Legend

- Set 5/8"x24" Rebar & CLS 251 Cap
- ⊗ Found 1/2" Rebar W/G & A CLS 95 Cap
- Calculated Point
- P.O.C. = Point of Commencement
- P.O.B. = Point of Beginning
- (M) Measured

Easement Contains 2.9 Acres

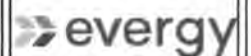


Scale 1" = 100'



**GOEDECKE SURVEYING, LLC**  
 205 S. MAIN, PO BOX 68, EL DORADO, KS 67042  
 PHONE 316-321-3773, FAX 316-321-4199

### MULVANE SWITCHING STATION ELECTRICAL FACILITIES AND APPURTENANCES EASEMENT



COUNTY

**SEDGWICK**

31

TRACT NO.

**SG001**

PROJ. NO.:

**23-202**

DATE:

**08/08/2025**

### GRANT OF EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **City of Mulvane, Kansas, a municipal corporation** ("Grantor") does hereby grant, convey and warrant unto **Evergy Kansas South, Inc., a Kansas corporation**, its successors, assigns and licensees, ("Grantee") the right and easement to alter, conduct surveys, construct, erect, inspect, install, maintain, operate, rebuild, reconstruct, relocate, remove, renew, repair and replace electric transmission, distribution and communication lines and their appurtenances under varying conditions of operation, including the poles, towers, anchors, guys, crossarms, insulators, conductors, conduit, ducts, cables, and other fixtures and equipment appurtenant thereto for the transmission and/or distribution of electric energy and communications in, along, under, across, and over the parcel of land particularly described as "Easement Area #1" on Exhibit "A" attached hereto and made part of this instrument by reference ("Easement Area #1") (individually and in any combination referred to as the "Rights"), together with the right of ingress to and egress from the Right of Way on the Grantor Real Property for the purpose of Grantee exercising the Rights ("Access Rights"). Grantee shall exercise the Rights and Access Rights in a reasonable and appropriate manner and when practicable, use existing roads and lanes. The "Grantor Real Property" is that certain real property owned by Grantor and described as:

That portion of Lot 2, Mulvane Utility Park Addition to Mulvane, Sedgwick County, Kansas, as depicted and legally described as Easement Area #1 in Exhibit "A" attached hereto and made part of this instrument by reference.

In the exercise of the Rights and Access Rights, Grantee shall have the further right to erect and use gates in all fences that cross or obstruct the Access Rights or that shall hereafter cross or obstruct the Access Rights on the Grantor Real Property, and also have the right to trim, remove, eradicate, cut and clear away any trees, limbs, brush and vines ("Woody Vegetation") on or adjoining Easement Area #1 or on routes exercised as Access Rights now or at any future time whenever in its judgment such Woody Vegetation will interfere with or endanger the exercise of the Rights. All such Woody Vegetation shall be removed by the Grantee unless otherwise agreed to by Grantor.

The Grantor, its heirs, successors, assigns and licensees may cultivate, use and enjoy Easement Area #1 ("Use"), subject to the safe exercise of same, provided such Use shall not interfere with or endanger the Rights. No improvements, buildings or structures shall be located, constructed or otherwise placed on Easement Area #1 without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

In the event Grantee, or its successors, assigns or licensees cause damage to the Grantor from the exercise of the Rights, Grantee shall either cause the physical, material damage to be repaired or pay Grantor the reasonable cost of such work; said damages, if not mutually agreed upon, shall be appraised, ascertained and otherwise valued by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or licensees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive. This shall be Grantee's only liability for damage.

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

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto Grantee, its licensees, successors or assigns forever. This easement shall run with the land and shall be binding upon Grantor and Grantor's heirs, successors and assigns.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows.]*

WITNESS the hand of the Grantor this \_\_\_\_ day of \_\_\_\_\_, 2025.

City Of Mulvane, Kansas

[seal]

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

ATTEST:

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

ACKNOWLEDGEMENT

STATE OF KANSAS            )  
  )  
COUNTY OF SEDGWICK    )        ss:

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for said County and State, came Brent Allen and Debra Creekmore, Mayor and City Clerk, respectively, of the City of Mulvane, Kansas, who are personally known to me to be such officers, and 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.

[seal]

\_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires:

\_\_\_\_\_

# EXHIBIT A

## SHEET 1 OF 2

### EASEMENT DESCRIPTION

A PORTION OF LOT 2, MULVANE UTILITY PARK ADDITION, CITY OF MULVANE, SEDGWICK COUNTY, KANSAS IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 29 SOUTH, RANGE 2 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, BEING DESCRIBED AND PREPARED ON 10/30/2025 BY GREGORY E. MCDOWELL PS #1393 AND PROFESSIONAL ENGINEERING CONSULTANTS P.A., C.L.S. #65, AS FOLLOWS:

### EASEMENT AREA #1

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N28°44'26"E (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE WESTERLY RIGHT OF WAY LINE OF THE ATCHINSON TOPEKA & SANTA FE RAILROAD A DISTANCE OF 202.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N28°44'26"E ALONG SAID WESTERLY LINE A DISTANCE OF 236.19 FEET; THENCE S89°23'39"W A DISTANCE OF 153.95 FEET; THENCE S00°00'00"E A DISTANCE OF 138.96 FEET; THENCE S31°15'34"E A DISTANCE OF 77.80 FEET TO THE POINT OF BEGINNING; ENCOMPASSING 0.43 ACRES, MORE OR LESS.

IT BEING THE INTENT OF THIS INSTRUMENT TO EXTEND THE EASEMENT TO INCLUDE THAT LAND NOW LYING IN RAILROAD RIGHT OF WAY TO WHICH WOULD REVERT IN CASE OF VACATION OR ABANDONMENT THEREOF SAID LAND BEING MORE PARTICULARLY DESCRIBED AS:

### EASEMENT AREA #2

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N28°44'26"E (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE WESTERLY RIGHT OF WAY LINE OF THE ATCHINSON TOPEKA & SANTA FE RAILROAD A DISTANCE OF 202.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N28°44'26"E ALONG SAID WESTERLY LINE A DISTANCE OF 165.62 FEET; THENCE S00°00'00"E A DISTANCE OF 83.68 FEET; THENCE S31°15'34"E A DISTANCE OF 40.14 FEET TO THE CENTERLINE OF SAID RAILROAD; THENCE S28°44'26"W ALONG SAID RAILROAD CENTERLINE A DISTANCE OF 115.48 FEET; THENCE N31°15'34"W A DISTANCE OF 86.60 FEET TO THE POINT OF BEGINNING; ENCOMPASSING 0.22 ACRES, MORE OR LESS.

TOTAL AREA BEING 0.65 ACRES, MORE OR LESS.



PREPARED BY: GREGORY E. MCDOWELL PS #1393  
 PEC PROJECT NO. 239030-047



PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
 303 SOUTH TOPEKA WICHITA, KS 67202  
 316-262-6457 www.pec1.com

FARBER - MULVANE - BELLE PLAINE  
 PERMANENT EASEMENT



COUNTY

TRACT NO.

PROJ. NO. 23-202

SEDGWICK

35

SG001

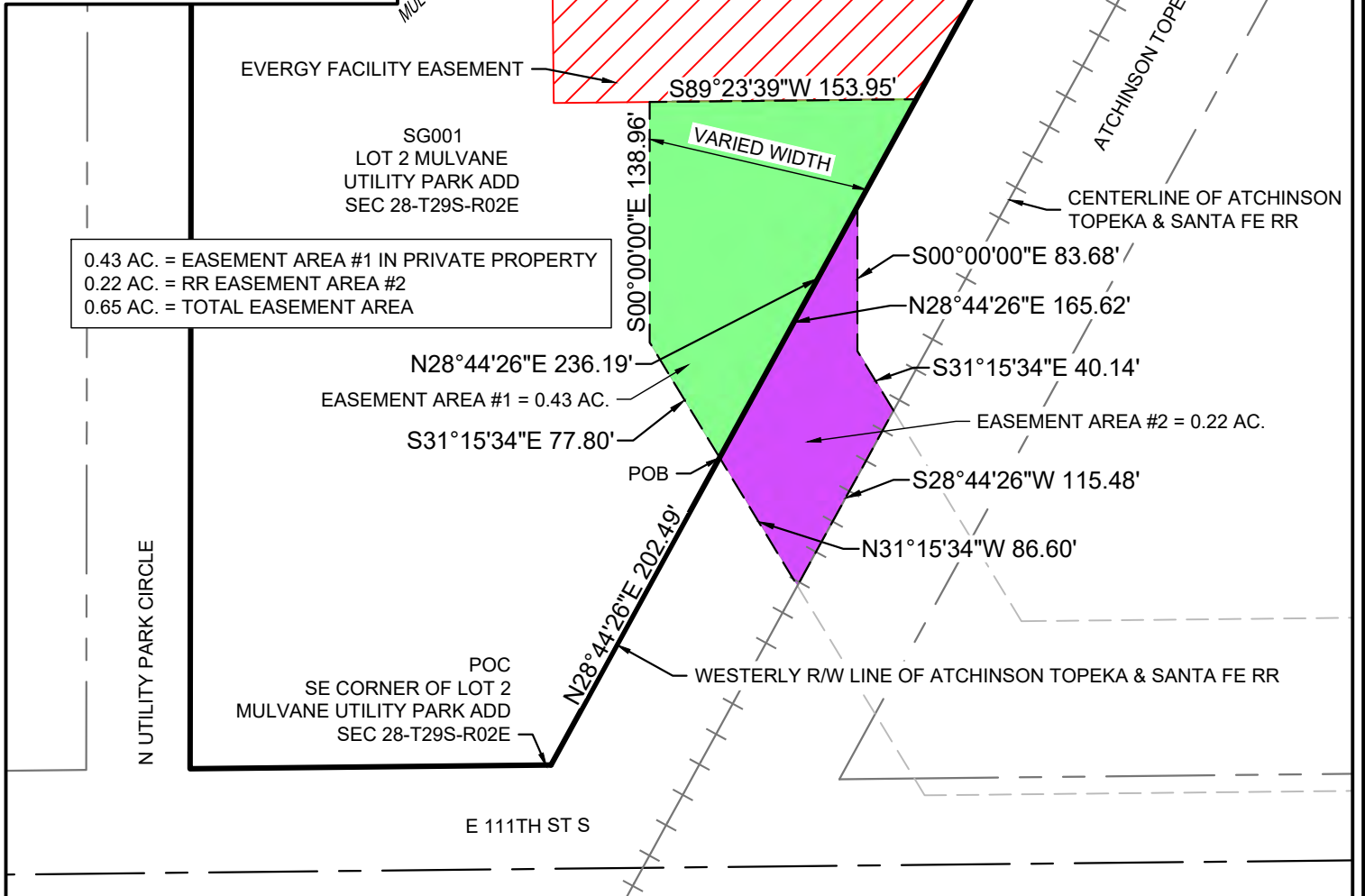
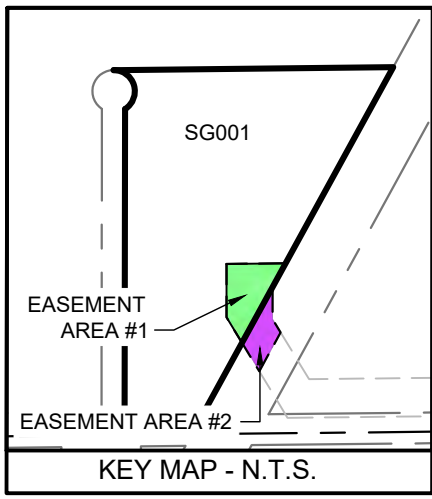
DATE: 10/30/2025

**LEGEND**

**EXHIBIT A**  
SHEET 2 OF 2

-  SECTION LINE
-  PROPERTY LINE
-  ROAD R/W LINE
-  EASEMENT LINE
-  LOT LINE
-  EASEMENT IN PRIVATE PROPERTY
-  EASEMENT IN RR
-  EXISTING EASEMENT

1. THIS SKETCH IS PREPARED FOR EASEMENT PURPOSES.
2. DISTANCES ARE MEASURED OR CALCULATED UNLESS OTHERWISE NOTED.
3. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM KANSAS NAD 83 (2011) SOUTH ZONE.
4. NO OTHER EASEMENTS SHOW PER AGREEMENT WITH CLIENT.
5. CLOSURE AREA #1 1:100,405 , AREA #2 1:258,694
6. FIELD WORK FINISHED NOVEMBER 2023




U:\FieldServices\2023\23030\047\Survey\Drawings\Exhibits\SG001



**PEC**  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
303 SOUTH TOPEKA WICHITA, KS 67202  
316-262-6457 www.pec1.com

|   |           |                  |
|---|-----------|------------------|
| <b>FARBER - MULVANE - BELLE PLAINE<br/>PERMANENT EASEMENT</b> |           |                  |
| COUNTY  | TRACT NO. | PROJ. NO. 23-202 |
| SEDGWICK 36   | SG001     | DATE: 10/30/2025 |



# Forvis Mazars Report to the Mayor, City Council and Management

City of Mulvane, Kansas

Results of the 2024 Financial Statement Audit, Including Required Communications

December 31, 2024

## Required Communications Regarding Our Audit Strategy & Approach (AU-C 260)

### Overview & Responsibilities

| Matter  | Discussion   |
|---|--|
| <b>Scope of Our Audit</b>   | This report covers audit results related to your financial statements and supplementary information: <ul style="list-style-type: none"><li>• As of and for the year ended December 31, 2024</li><li>• Conducted in accordance with our contract dated July 14, 2025</li></ul>  |
| <b>Our Responsibilities</b>   | Forvis Mazars is responsible for forming and expressing opinions about whether the financial statements that have been prepared by management, with the oversight of those charged with governance, are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) and the Kansas Municipal Audit and Accounting Guide (KMAAG).   |
| <b>Audit Scope &amp; Inherent Limitations to Reasonable Assurance</b> | An audit performed in accordance with auditing standards generally accepted in the United States of America (GAAS), the Kansas Municipal Audit and Accounting Guide (KMAAG) is designed to obtain reasonable, rather than absolute, assurance about the financial statements. The scope of our audit tests was established in relation to the opinion unit being audited and did not include a detailed audit of all transactions.   |
| <b>Extent of Our Communication</b>                                    | In addition to areas of interest and noting prior communications made during other phases of the engagement, this report includes communications required in accordance with GAAS that are relevant to the responsibilities of those charged with governance in overseeing the financial reporting process, including audit approach, results, and internal control. The standards do not require the auditor to design procedures for the purpose of identifying other matters to be communicated with those charged with governance. |
| <b>Independence</b>   | The engagement team, others in our firm, as appropriate, and our firm, have complied with all relevant ethical requirements regarding independence.  |
| <b>Your Responsibilities</b>  | Our audit does not relieve management or those charged with governance of your responsibilities. Your responsibilities and ours are further referenced in our contract.  |

| Matter                          | Discussion  |
|---------------------------------|---|
| <b>Distribution Restriction</b> | <p>This communication is intended solely for the information and use of the following and is not intended to be, and should not be, used by anyone other than these specified parties:</p> <ul style="list-style-type: none"> <li>• Mayor, City Council and Management</li> <li>• Others within the City</li> </ul> |

### Other Information Accompanying the Audited Financial Statements

The audited financial statements are included in the City's Annual Comprehensive Financial Report. Management, or those charged with governance, is responsible for preparing the annual report.

We were not engaged to audit the information contained in the introductory and statistical sections, and as a result, our opinions do not provide assurance as to the completeness and accuracy of the information contained therein.

As part of our procedures, we read the entire report to determine if financial information discussed in sections outside the financial statements materially contradicts the audited financial statements. If we identify any such matters, we bring them to management's attention and review subsequent revisions.

### Auditor Objectives Related to Other Information

Our objectives related to the other information accompanying the audited financial statements were to:

- Consider whether a material inconsistency exists between the other information and the financial statements
- Remain alert for indications that:
  - A material inconsistency exists between the other information and the auditor's knowledge obtained in the audit, or
  - A material misstatement of fact exists or the other information is otherwise misleading
- Respond appropriately when we identify that such material inconsistencies appear to exist or when we otherwise become aware that other information appears to be materially misstated. Potential responsive actions would include requesting management to correct the identified inconsistency
- Include the appropriate communication in our auditor's report, disclosing the procedures performed on the Other Information, as well as the results obtained

### Qualitative Aspects of Significant Accounting Policies & Practices

#### Significant Accounting Policies

Significant accounting policies are described in Note 1 of the audited financial statements.

With respect to new accounting standards adopted during the year, we call to your attention the following topics detailed in the following pages:

- No material items noted with regards to GASB 101: Compensated Absences (GASB 101)

## Unusual Policies or Methods

With respect to significant unusual accounting policies or accounting methods used for significant unusual transactions (significant transactions outside the normal course of business or that otherwise appear to be unusual due to their timing, size, or nature), we noted the following:

- No matters are reportable

## Alternative Accounting Treatments

We had discussions with management regarding alternative accounting treatments within GAAP for policies and practices for material items, including recognition, measurement, and disclosure considerations related to the accounting for specific transactions as well as general accounting policies, as follows:

- No matters are reportable

## Management Judgments & Accounting Estimates

Accounting estimates are an integral part of financial statement preparation by management, based on its judgments. Significant areas of such estimates for which we are prepared to discuss management's estimation process and our procedures for testing the reasonableness of those estimates include:

- Pensions and other postemployment benefits
- Depreciable lives of capital assets

## Financial Statement Disclosures

The following areas involve particularly sensitive financial statement disclosures for which we are prepared to discuss the issues involved and related judgments made in formulating those disclosures:

- Net pension liability and deferred inflows and deferred outflows of resources
- Other postemployment benefit liability and deferred inflows and deferred outflows of resources
- Commitments and contingencies

## Our Judgment About the Quality of the Entity's Accounting Principles

During the course of the audit, we made the following observations regarding the Entity's application of accounting principles:

- Consideration of adoption and implementation of GASB 101

## Adjustments Identified by Audit

During the course of any audit, an auditor may propose adjustments to financial statement amounts. Management evaluates our proposals and records those adjustments that, in its judgment, are required to prevent the financial statements from being materially misstated.

A misstatement is a difference between the amount, classification, presentation, or disclosure of a reported financial statement item and that which is required for the item to be presented fairly in accordance with the applicable financial reporting framework.

## Proposed & Recorded Adjustments

Auditor-proposed and management-recorded entries include the following:

- Accounts receivable, deferred revenue, sales to customers and taxes
- Accounts payable and utilities expense
- Capital assets and depreciation expense
- Pension and other postemployment benefit liabilities and expenses
- Bonds payable and PMIB notes
- Compensated absences
- Fund balance

## Uncorrected Misstatements

No uncorrected misstatements to report.

## Other Required Communications

### Significant Issues Discussed with Management

#### *During the Audit Process*

During the audit process, the following issues were discussed or were the subject of correspondence with management:

- Consideration of new accounting standards, including GASB 101

### Other Material Communications

Listed below are other material communications between management and us related to the audit:

- Management representation letter (see Attachment)

# Required Communications Regarding Internal Control (AU-C 265)

## Consideration of Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements of the City of Mulvane, Kansas as of and for the year ended December 31, 2024, in accordance with GAAS and the Kansas Municipal Audit and Accounting Guide (KMAAG), we considered the Entity's internal control over financial reporting (internal control).

This consideration served as a basis for designing audit procedures that are appropriate in the circumstance for the purpose of expressing our opinion on the financial statements.

However, this consideration was **not** for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.

Accordingly, we do not express an opinion on the effectiveness of the Entity's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraphs and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

This communication is intended solely for the information and use of the following and is not intended to be, and should not be, used by anyone other than these specified parties:

- Mayor, City Council and Management
- Others within the City

## Categorizing Deficiencies by Severity

### Deficiency

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis.



### Significant Deficiency

A significant deficiency is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.



### Material Weakness

A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that material misstatements of the Entity's financial statements will not be prevented or detected and corrected on a timely basis.



## Identified Deficiencies

We identified certain deficiencies in internal control that we consider to be significant deficiencies.

### **Significant Deficiencies**

- Journal Entry Review
  - The Finance Director records and approves journal entries into the system. We recommend a monthly review of the supporting documentation for the entries recorded by the Finance Director.
- Cash Inflows Cycle
  - The Finance Director has incompatible duties within the cash inflows cycle. The Finance Director has a variety of recording and monitoring duties and has back-up duties that could provide access to cash. We recommend the City consider eliminating the access duties for this position.


### **Deficiencies**

- Cash Outflows Cycle
  - The Finance Director and Accounts Payable Clerk have incompatible duties within the cash outflow cycle. The Finance Director has a variety of recording and monitoring duties and has back-up duties that could provide access to cash. The Accounts Payable Clerk has access and recording duties. We recommend the City consider separating the access and recording duties between two positions. We understand oversight procedures are in place. All requisitions are approved by the City Administrator and all checks require two signatures. We recommend management continue to monitor these oversight procedures and assigned duties to ensure continuing effectiveness.
- Payroll Cycle
  - The City Clerk has the ability to add employees to payroll master files, make computer entries to generate payroll payments, edit payroll data after initial input, and change computer master files affecting employee payroll information and electronic fund transfers. The Deputy City Clerk serves as the back-up to this position. We understand oversight procedures are in place. Department Heads approve hours prior to input. The Finance Director reconciles and reviews payroll related accounts. Payroll reports are approved the City Council. We recommend management continue to monitor these oversight procedures and assigned duties to ensure continuing effectiveness.

## Other Matters

Although not considered material weaknesses, significant deficiencies, or deficiencies in internal control over compliance, we also observed other matters and offer these comments and suggestions with respect to matters which came to our attention during the course of the audit of the financial statements. Our audit procedures are designed primarily to enable us to form an opinion on the financial statements and, therefore, may not bring to light all weaknesses in policies and procedures that may exist.

However, these other matters are offered as constructive suggestions for the consideration of management as part of the ongoing process of modifying and improving financial and administrative practices and procedures.



We can discuss these matters further at your convenience and may provide implementation assistance for changes or improvements.

- Policy Documentation

- We recommend that the City ensure formal policies exist for all functions that impact municipal funds. Such a policy should clearly define roles, responsibilities, and approval processes for activities involving financial resources. Implementing consistent procedures will help ensure transparency, strengthen internal controls, and safeguard public funds in accordance with applicable regulations. Recent activities, specifically involving the Senior Center, warrant attention for a policy to be implemented in this area.



## Attachment

### Management Representation Letter (Attachment A)

As a material communication with management, included herein is a copy of the representation letter provided by management at the conclusion of our engagement.



**Attachment A**

**Management Representation Letter**

*Representation of:*  
City of Mulvane  
211 North 2nd Avenue  
Mulvane, Kansas 67110-1500

*Provided to:*  
**Forvis Mazars, LLP**  
Certified Public Accountants  
1551 North Waterfront Parkway, Suite 300  
Wichita, Kansas 67206

The undersigned (“We”) are providing this letter in connection with Forvis Mazars’ audit of our financial statements as of and for the year ended December 31, 2024.

Our representations are current and effective as of the date of Forvis Mazars’ report: December 8, 2025.

Our engagement with Forvis Mazars is based on our contract for services dated: July 14, 2025.

### **Our Responsibility & Consideration of Material Matters**

We confirm that we are responsible for the fair presentation of the financial statements subject to Forvis Mazars’ report in conformity with accounting principles generally accepted in the United States of America.

We are also responsible for adopting sound accounting policies; establishing and maintaining effective internal control over financial reporting, operations, and compliance; and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

### **Confirmation of Matters Specific to the Subject Matter of Forvis Mazars’ Report**

We confirm, to the best of our knowledge and belief, the following:

#### ***Broad Matters***

1. We have fulfilled our responsibilities, as set out in the terms of our contract, for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.
2. We acknowledge our responsibility for the design, implementation, and maintenance of:
  - a. Internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
  - b. Internal control to prevent and detect fraud.

3. We have provided you with:
  - a. Access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements, such as financial records and related data, documentation, and other matters.
  - b. Additional information that you have requested from us for the purpose of the audit.
  - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
  - d. All minutes of governing body meetings, held through the date of this letter or summaries of actions of recent meetings for which minutes have not yet been prepared. All unsigned copies of minutes provided to you are copies of our original minutes approved by the governing body, if applicable, and maintained as part of our records.
  - e. All significant contracts and grants.
4. We have responded fully and truthfully to all your inquiries.

***Misappropriation, Misstatements, & Fraud***

5. We have informed you of all current risks of a material amount that are not adequately prevented or detected by our procedures with respect to:
  - a. Misappropriation of assets.
  - b. Misrepresented or misstated assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position or fund balance.
6. We have no knowledge of fraud or suspected fraud affecting the entity involving:
  - a. Management or employees who have significant roles in internal control over financial reporting, or
  - b. Others when the fraud could have a material effect on the financial statements.
7. We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, customers, analysts, SEC or other regulators, citizens, suppliers, or others.
8. We have assessed the risk that the financial statements may be materially misstated as a result of fraud and disclosed to you any such risk identified.

***Ongoing Operations***

9. We have evaluated whether there are conditions or events known or reasonably knowable, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern within one year of the date of the financial statements and known facts thereafter without consideration of potential mitigating effects of management's plans and concluded substantial doubt does not exist.

***Related Parties***

10. We have disclosed to you the identity of all of the entity's related parties and all the related-party relationships of which we are aware.

In addition, we have disclosed to you all related-party transactions and amounts receivable from or payable to related parties of which we are aware, including any modifications during the year that were made to related-party transaction agreements which existed prior to the beginning of the year under audit, as well as new related-party transaction agreements that were executed during the year under audit.

Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America.

11. We understand that the term related party refers to:

- Affiliates
- Trusts for the benefits of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management
- City Council members of their immediate families
- Management and members of their immediate families
- Any other party with which the entity may deal if one party can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests

Another party is also a related party if it can significantly influence the management or operating policies of the transacting parties or if it has an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

The term affiliate refers to a party that directly or indirectly controls, or is controlled by, or is under common control with, the entity.

***Litigation, Laws, Rulings & Regulations***

12. We are not aware of any pending or threatened litigation or claims whose effects should be considered when preparing the financial statements. We have not sought or received attorney's services related to pending or threatened litigation or claims during or subsequent to the audit period. Also, we are not aware of any litigation or claims, pending or threatened, for which legal counsel should be sought.
13. We have no knowledge of communications, other than those specifically disclosed, from regulatory agencies, governmental representatives, employees, or others concerning investigations or allegations of noncompliance with laws and regulations, deficiencies in financial reporting practices, or other matters that could have a material adverse effect on the financial statements.
14. We have disclosed to you all known instances of violations or noncompliance or possible violations or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements or as a basis for recording a loss contingency.
15. We have no reason to believe the entity owes any penalties or payments under the Employer Shared Responsibility Provisions of the *Patient Protection and Affordable Care Act*, nor have we received any correspondence from the IRS or other agencies indicating such payments may be due.

16. We have not been designated as a potentially responsible party (PRP or equivalent status) by the Environmental Protection Agency (EPA) or other cognizant regulatory agency with authority to enforce environmental laws and regulations.

***Nonattest Services***

17. You have provided nonattest services, including the following, during the period of this engagement:
- Preparing a draft of the financial statements and related notes and supplementary information
  - Maintenance of depreciation schedules
  - Preparing entries to convert cash basis accounting records to accrual basis accounting records
18. With respect to these services:
- a. We have designated a qualified management-level individual to be responsible and accountable for overseeing the nonattest services.
  - b. We have established and monitored the performance of the nonattest services to ensure they meet our objectives.
  - c. We have made any and all decisions involving management functions with respect to the nonattest services and accept full responsibility for such decisions.
  - d. We have evaluated the adequacy of the services performed and any findings that resulted.
  - e. We have established and maintained internal controls, including monitoring ongoing activities.
  - f. When we receive final deliverables from you, we will store those deliverables in information systems controlled by us. We have taken responsibility for maintaining internal control over these deliverables.

***Financial Statements & Reports***

19. We have reviewed and approved a draft of the financial statements and related notes referred to above, which you prepared in connection with your audit of our financial statements. We acknowledge that we are responsible for the fair presentation of the financial statements and related notes.
20. With regard to supplementary information:
- a. We acknowledge our responsibility for the presentation of the supplementary information in accordance with the applicable criteria.
  - b. We believe the supplementary information is fairly presented, both in form and content, in accordance with the applicable criteria.
  - c. The methods of measurement and presentation of the supplementary information are unchanged from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.

- d. We believe the significant assumptions or interpretations underlying the measurement and/or presentation of the supplementary information are reasonable and appropriate.
  - e. We understand that consolidating supplementary information is for purposes of additional analysis of the financial statements rather than to present the financial position and results of operations of each of the individual companies.
21. With regard to other information that is presented in the form of our annual comprehensive financial report (ACFR):
- a. We confirm that ACFR comprise the annual report for the entity.
  - b. We have provided you with the final draft of the annual report.

***Transactions, Records, & Adjustments***

22. All transactions have been recorded in the accounting records and are reflected in the financial statements.
23. We have everything we need to keep our books and records.
24. We have disclosed any significant unusual transactions the entity has entered into during the period, including the nature, terms, and business purpose of those transactions.
25. We are in agreement with the adjusting journal entries you have proposed, and they have been posted to the entity's accounts.

***Governmental Accounting & Disclosure Matters***

26. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
27. With regard to deposit and investment activities:
- a. All deposit, repurchase and reverse repurchase agreements, and investment transactions have been made in accordance with legal and contractual requirements.
  - b. Investments and land are properly valued.
  - c. Disclosures of deposit and investment balances and risks in the financial statements are consistent with our understanding of the applicable laws regarding enforceability of any pledges of collateral.
  - d. We understand that your audit does not represent an opinion regarding the enforceability of any collateral pledges.
28. The financial statements include all component units and other related organizations.
29. Components of net position (net investment in capital assets, restricted, and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
30. Capital assets, including infrastructure, are properly capitalized, reported, and, if applicable, depreciated or amortized.

31. We have appropriately disclosed the entity's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance is available and have determined that net position is properly recognized under the policy.
32. We have identified and evaluated all potential tax abatements, and we believe there are no material tax abatements other than those that have been disclosed in the notes to the financial statements.
33. The supplementary information required by the Governmental Accounting Standards Board, consisting of management's discussion and analysis (budgetary comparisons, pension, and other postemployment benefit information), has been prepared and is measured and presented in conformity with the applicable GASB pronouncements, and we acknowledge our responsibility for the information. The information contained therein is based on all facts, decisions, and conditions currently known to us and is measured using the same methods and assumptions as were used in the preparation of the financial statements. We believe the significant assumptions underlying the measurement and/or presentation of the information are reasonable and appropriate. There has been no change from the preceding period in the methods of measurement and presentation.
34. With regard to pension and other postemployment benefits (OPEB):
  - a. We believe the actuarial assumptions and methods used to measure pension and OPEB liabilities and costs for financial accounting purposes are appropriate in the circumstances.
  - b. We have provided you with the entity's most current pension and OPEB plan instrument for the audit period, including all plan amendments.
  - c. The participant data provided to you related to pension and OPEB plans are true copies of the data submitted or electronically transmitted to the plan's actuary.
  - d. The participant data that we provided the plan's actuary for the purposes of determining the actuarial present value of accumulated plan benefits and other actuarially determined amounts in the financial statements were complete.

**General Government Matters**

35. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, as amended.
36. All funds that meet the quantitative criteria in in GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, as amended, and No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus—an Amendment of GASB Statements No. 21 and No. 34*, for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
37. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
38. Revenues are appropriately classified in the statement of activities within program revenues, general revenues.

39. We have appropriately disclosed that the entity is following either its established accounting policy regarding which governmental fund resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available or is following paragraph 18 of GASB Statement No. 54 to determine the fund balance classifications for financial reporting purposes and have determined that fund balance is properly recognized under the policy.
40. We have exercised due care in the preparation of the introductory and statistical sections included in our annual comprehensive financial report (ACFR) and are not aware of any information contained therein that is inconsistent with the information contained in our basic financial statements.

***Accounting & Disclosure***

41. All transactions entered into by the entity are final. We are not aware of any unrecorded transactions, side agreements or other arrangements (either written or oral) that are in place.
42. Except as reflected in the financial statements, there are no:
  - a. Plans or intentions that may materially affect carrying values or classifications of assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position or fund balance.
  - b. Material transactions omitted or improperly recorded in the financial records.
  - c. Material unasserted claims or assessments that are probable of assertion or other gain/loss contingencies requiring accrual or disclosure, including those arising from environmental remediation obligations.
  - d. Events occurring subsequent to the balance sheet date through the date of this letter, which is the date the financial statements were available to be issued, requiring adjustment or disclosure in the financial statements.
  - e. Agreements to purchase assets previously sold.
  - f. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances, lines of credit, or similar arrangements.
  - g. Guarantees, whether written or oral, under which the entity is contingently liable.
  - h. Known or anticipated asset retirement obligations.
43. Except as disclosed in the financial statements, the entity has:
  - a. Satisfactory title to all recorded assets, and those assets are not subject to any liens, pledges, or other encumbrances.
  - b. Complied with all aspects of contractual agreements, for which noncompliance would materially affect the financial statements financial statements.

44. We agree with the findings of specialists in evaluating the pension and OPEB liabilities and deferred inflows and outflows of resources and have adequately considered the qualification of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to the specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had impact on the independence or objectivity of the specialists.

***Revenue, Accounts Receivable, & Inventory***

45. Adequate provisions, allowances, or other adjustments in basis have been recorded for any material losses from:
- a. Uncollectible receivables.
  - b. Sales commitments, including those unable to be fulfilled.
  - c. Purchase commitments in excess of normal requirements or at prices in excess of prevailing market prices.

***Estimates***

46. We have identified all accounting estimates that could be material to the financial statements and we confirm the appropriateness of the methods and the consistency in their application, the accuracy and completeness of data, and the reasonableness of significant assumptions used by us in making the accounting estimates, including those measured at fair value reported in the financial statements.
47. Significant estimates that may be subject to a material change in the near term have been properly disclosed in the financial statements. We understand that “near term” means the period within one year of the date of the financial statements. In addition, we have no knowledge of concentrations, which refer volumes of revenues, available sources of supply, existing at the date of the financial statements that would make the entity vulnerable to the risk of severe impact in the near term that have not been properly disclosed in the financial statements.

***Fair Value***

48. With respect to the fair value measurements of financial and nonfinancial assets and liabilities, if any, recognized in the financial statements or disclosed in the notes thereto:
- a. The underlying assumptions are reasonable and they appropriately reflect management’s intent and ability to carry out its stated course of action.
  - b. The measurement methods and significant assumptions used in determining fair value are appropriate in the circumstances for financial statement measurement and disclosure purposes and have been consistently applied.
  - c. The significant assumptions appropriately reflect market participant assumptions.
  - d. The disclosures related to fair values are complete, adequate, and in conformity with U.S. GAAP.
  - e. There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.

***Tax-Exempt Bonds***

49. Tax-exempt bonds issued have retained their tax-exempt status.
50. We have notified you of any instances of noncompliance with applicable disclosure requirements of the SEC Rule 15c2-12 and applicable state laws.

***GASB Statement 101, Compensated Absences***

51. In connection with the adoption of GASB Statement No. 101, *Compensated Absences* (GASB 101), we represent that footnotes to the financial statements appropriately describe the adoption of GASB 101 and include all disclosures required under GASB 101.

*Debra M. Parker*

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Debbie Parker  
dparker@mulvane.us

*Rachael Blackwell*

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[Rachael Blackwell \(Dec 8, 2025 09:19:21 CST\)](#)  
Rachael Blackwell  
rblackwell@mulvane.us

City Council Meeting  
December 15, 2025

TO: Mulvane City Council

FR: Gordon Fell, Director of Public Safety

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

ACTION: Motion to approve the EMS agreement with Sumner County.

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

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**Background:**

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

**Analysis:**

As of 12-5-2025, we have responded to over 1406 calls of which 636 patients were transported to local hospitals. Totals 2022-1413; 2023-1340; 2024-1403.

The Belle Plaine EMS agreement covers the response area as the city limits of Belle Plaine and the financial payment of \$60,000.00 annually. As of December, this area is estimated to have accounted for 170/12% of our calls and 82/12% of our total transports.

The Sumner County EMS agreement covers the response areas commonly known as Belle Plaine Rural Area, Clearwater Area, Mulvane Rural Area; and the financial payment of \$228,333.00 annually. As of December, this area is estimated to have accounted for 329/23% of our calls and 117/18% of our total transports.

The City of Mulvane accounted for 734/55% of our calls and 355/56% of our total transports. Mutual Aid accounts for 3% of our patients.

We collected 288,333 in subsidies from Belle Plaine and Sumner County. We have collected an estimated \$316,382.45 in billed charges for all EMS calls.

**Financial Considerations:**

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

Along with billing associated with these service areas.

**Legal Considerations:**

These agreements were updated to be renewed by 12-31-2026. No changes from the 2025 agreements.

**Recommendation:**

1<sup>st</sup> Motion: Motion to approve the EMS agreement with Sumner County.

2<sup>nd</sup> Motion: Motion to approve the EMS agreement with the City of Belle Plaine.

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

This Agreement (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Sumner County, Kansas (the “County”) and the City of Mulvane, Kansas (the “City”).

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

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

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

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

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

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

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

**Belle Plaine Rural Area**

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

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

#### Clearwater Area

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

#### Mulvane Rural Area

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

(the "Covered Area").

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

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

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

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

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

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

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

7. This Agreement shall be effective beginning January 1, 2026, through December 31, 2026, and shall thereafter terminate unless extended in writing.

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

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

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

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties have executed this Agreement.

SUMNER COUNTY, KANSAS  
BOARD OF COUNTY COMMISSIONERS

[seal]

\_\_\_\_\_  
Steve Warner, Commissioner, 1<sup>st</sup> District

\_\_\_\_\_  
Jim D. Newell, Chairman, 2<sup>nd</sup> District

\_\_\_\_\_  
John Cooney, Commissioner, 3<sup>rd</sup> District

ATTEST:

\_\_\_\_\_  
Debra A. Norris, County Clerk

CITY OF MULVANE, KANSAS

[seal]

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

ATTEST:

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

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

This Agreement (the “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Mulvane, Kansas (“Mulvane”) and the City of Belle Plaine, Kansas (“Belle Plaine”).

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

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

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

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

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

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

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

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

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

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

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

6. This Agreement shall be effective beginning January 1, 2026, through December 31, 2026, unless terminated in writing by either party hereto.

7. In consideration of Mulvane's promise and agreement to furnish emergency medical and ambulance service for the Term hereof, Belle Plaine agrees to pay the City \$60,000 per calendar year, as follows: for services from January 1, 2026, thru December 31, 2026, and \$60,000 shall be made in two equal installments to be due on March 15 and August 15.

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

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

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF BELLE PLAINE, KANSAS

[seal]

\_\_\_\_\_  
Greg Harlan, Mayor

ATTEST:

\_\_\_\_\_  
Stephanie McGinnis, City Clerk

CITY OF MULVANE, KANSAS

[seal]

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

ATTEST:

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

**CITY COUNCIL MEETING**

December 15, 2025

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

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**Background:**

The City limits of Mulvane, like other municipalities, changes periodically as a result of land being annexed into, or de-annexed out of the City. The last change in City limits occurred in 2023 following the annexation of property located near the northeast corner of 111<sup>th</sup> Street S. and Webb Rd. This property was platted and is currently being developed as the “Harvest Point” residential subdivision.

**Analysis:**

On April 7, 2025, the City Council approved Ordinance No. 1596 approving the annexation of property located near the southwest corner of June Ave. and K-53 Hwy (1337 E. 146<sup>th</sup> Ave. N.). This property is owned by Mr. Kyle Boyd and used for residential purposes.

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

**Financial Considerations:**

None.

**Legal Considerations:**

Per City Attorney.

**Recommendation/Action:**

Staff recommends the City approve the revised 2025 Boundary Resolution as described above.

**SAMPLE MOTION:**

*I move to approve the 2025 Boundary Resolution # [2025-12](#) and authorize the Mayor to sign.*

RESOLUTION NO. 2025-12

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

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

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

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

Following is the legal description of land contained in the corporate limits of the City of Mulvane, Kansas, as described in City of Mulvane Ordinance No. 2003-1, with amendments reflecting annexation cases approved prior to December 31, 2025.

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

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

TRACT I:

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

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

| Course No. | Course Description  |
|------------|---|
| 15b        | Thence South 01 degree 06 minutes 51 seconds East, 3.00 feet;   |
| 15c        | Thence North 88 degrees 53 minutes 09 seconds East parallel with the North line of said Northwest Quarter, 90.00 feet;  |
| 15d        | Thence North 01 degrees 06 minutes 51 seconds West, 1.50 feet;  |
| 15e        | Thence North 88 degrees 53 minutes 09 seconds East parallel with the North line of said Northwest Quarter, 212.22 feet;   |
| 15f        | Thence South 01 degrees 06 minutes 51 seconds East, 18.25 feet;   |
| 15g        | Thence North 88 degrees 53 minutes 09 seconds East parallel with the North line of said Northwest Quarter, 420.00 feet;   |
| 15h        | Thence North 01 degrees 06 minutes 29 seconds West, 14.75 feet;   |
| 15i        | Thence North 01 degrees 06 minutes 42 seconds West, 25.25 feet to the North line of said Northwest Quarter, said point being on the South line of the Southwest Quarter of Section 29, T29S, R2E;   |
| 15j        | Thence North 00 degrees 05 minutes 28 seconds East, 50.01 feet to the Southeast corner of Autumn Valley Addition;   |
| 16a        | Thence North along the East line of said Autumn Valley Addition, to the Southwest corner of Lot 1, Block A Gilbert Addition;  |
| 16b        | Thence East along the South line of said Lot 1, a distance of 209.00 feet;  |
| 16c        | Thence Southerly on an assumed bearing of South 01°06'39" East a distance of 329.91 feet to a point on the Northerly right-of-way line of 111 <sup>th</sup> Street South;   |
| 16d        | Thence East along said Northerly right-of-way line, a distance of 181.74 feet to the intersection of the Northerly right-of-way line of 111 <sup>th</sup> Street South and the Westerly right-of-way line of Fremont Circle;                      |
| 16e        | Thence Northerly along the said right-of-way line of said Fermont Circle, to the Northeast corner of Lot 1, Block A, Gilbert Addition;  |
| 16f        | Thence Northwesterly along the North line of said Lot 1, on an assumed bearing of North 39°25'48" West a distance of 165.39 feet;   |
| 16g        | Thence Westerly along the North line of said Lot 1, on an assumed bearing of South 88°53'21" West a distance of 273.963 feet to the Northwest corner of Reserve A, Gilbert Addition, point also being on the East line of Autumn Valley Addition; |
| 17a        | Thence North along the East line of said Autumn Valley Addition, to the Northeast corner of said addition, point also being on the Southeasterly right-of-way line of the Atchison, Topeka and Santa Fe Railroad;                                 |

| Course No. | Course Description  |
|------------|---|
| 17b        | Thence Southwesterly along said right-of-way line to the Easterly right-of-way line of Rock Road;   |
| 17c        | Thence North along said right-of-way line to the Northwesterly right-of-way line of the Atchison, Topeka and Santa Fe Railroad;   |
| 19a        | Thence Northeasterly along said Northwesterly right-of-way line to the East line of the Southwest Quarter of Section 29;  |
| 20a        | Thence Northerly along the east line of the Southwest quarter of said Section 29 to the northeast corner of said southwest quarter section;   |
| 20b        | Thence North along the east line of the Northwest Quarter of said Section 29 to the northeast corner of the Northwest Quarter of said Section 29.   |
| 20c        | Thence northerly along the east line of the Southwest Quarter of Section 20, Township 29 South, Range 2 East of the Sixth Principal Meridian at an assumed bearing of North 00 degrees 56 minutes 35 seconds East a distance of 1571.32 feet; |
| 20d        | Thence North 89 degrees 03 minutes 25 seconds West a distance of 899.88 feet;   |
| 20e        | Thence South 00 degrees 56 minutes 35 seconds West a distance of 557.16 feet;   |
| 20f        | Thence South 89 degrees 03 minutes 25 seconds East a distance of 75.00 feet;  |
| 20g        | Thence South 00 degrees 56 minutes 35 seconds West a distance of 300.00 feet;   |
| 20h        | Thence North 89 degrees 03 minutes 25 seconds West a distance of 26.65 feet;  |
| 20i        | Thence South 17 degrees 21 minutes 43 seconds West a distance of 276.27 feet;   |
| 20j        | Thence South 02 degrees 56 minutes 48 seconds East a distance of 123.87 feet;   |
| 20k        | Thence South 26 degrees 23 minutes 10 seconds East a distance of 165.15 feet;   |
| 20l        | Thence South 16 degrees 19 minutes 37 seconds West a distance of 150.02 feet to a point 50 feet north of the south line of the Southwest Quarter of said Section 20;  |
| 20m        | Thence easterly along a line 50 feet north of and parallel to the south line of the Southwest Quarter of said Section 20 a distance of 884.44 feet;   |
| 20n        | Thence southerly perpendicular to the south line of the Southwest Quarter of said Section 20, a distance of 100 feet;   |

| Course No. | Course Description  |
|------------|---|
| 20o        | Thence westerly along a line 50 feet south of and parallel to the north line of the northwest quarter of said Section 29 to the northeast corner of Lot 1, Wildcat Addition, Mulvane, Kansas;   |
| 20p        | Thence westerly along the north line of said Lot 1 at an assumed bearing of South 88 degrees 45 minutes 19 seconds West and parallel to and 50 feet south of the north line of said Northwest Quarter a distance of 1518.91 feet;                             |
| 20q        | Thence South 74 degrees 43 minutes 08 seconds West a distance of 103.08 feet;   |
| 20r        | Thence South 88 degrees 45 minutes 19 seconds West a distance of 176.61 feet to a point 75 feet south and 75 feet east of the Northwest corner of said Northwest Quarter;   |
| 20s        | Thence north parallel to and 75 feet east of the west line of said Section 29, a distance of 75 feet to a point being on the north line of the Northwest Quarter of said Section 29;  |
| 20t        | Thence continuing north parallel to and 75 feet east of the west line of the Southwest Quarter of said Section 20, a distance of 60 feet;   |
| 20u        | Thence west parallel to and 60 feet north of the south line of the Southwest Quarter of said Section 20, a distance of 75 feet, to a point being on the west line of the Southwest Quarter of Section 20;   |
| 20v        | Thence south along the west line of said Section 20, a distance of 10 feet;   |
| 20w        | Thence west parallel to and 50 feet north of the south line of the Southeast Quarter of Section 19, Township 29 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, a distance of 75 feet;  |
| 20x        | Thence south parallel to and 75 feet west of the east line of the Southeast Quarter of said Section 19, a distance of 50 feet, to a point being on the south line of the Southeast Quarter of Section 19;   |
| 20y        | Thence east along the south line of the Southeast Quarter of said Section 19, a distance of 10 feet;  |
| 20z        | Thence south parallel to and 65 feet west of the east line of the Northeast Quarter of Section 30, Township 29 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, to the South line of the North half of the Northeast Quarter of said Section 30; |
| 21a        | Thence East along the South line of the North half of the Northeast Quarter of said Section 30, a distance of 5.00 feet;  |
| 21b        | Thence South along a line 60 feet West of and parallel to the East line of the Northeast Quarter of said Section 30, a distance of 784 feet, to the Northeast corner of the Woodlands to Mulvane,   |

## Course No.

## Course Description

Sedgwick County, Kansas;

- 21c Thence South 89 degrees 25 minutes 45 seconds West, a distance of 495.60 feet;
- 21d Thence North 00 degrees 00 minutes 00 seconds West, a distance of 340.12 feet;
- 22a Thence South 65 degrees 19 minutes 37 seconds West, a distance of 347.43 feet;
- 22b Thence South 49 degrees 04 minutes 59 seconds West, a distance of 149.11 feet;
- 22c Thence South 36 degrees 09 minutes 28 seconds West, a distance of 132.69 feet;
- 22d Thence South 13 degrees 10 minutes 55 seconds West, a distance of 285.20 feet;
- 22e Thence South 13 degrees 35 minutes 46 seconds West, a distance of 265.04 feet to the North line of the Southeast Quarter of Section 30, Township 29 South, Range 2 East, of the 6<sup>th</sup> P.M.;
- 23 Thence West along the North line of said Southeast Quarter of Section 30 to the Easterly right-of-way line of Kansas State Highway K-15 (Condemnation Case A-46833);
- 24 Thence Southerly along said Easterly highway right-of-way line to the South line of the Northwest Quarter of said Southeast Quarter of Section 30;
- 25 Thence West along the South line of said Northwest Quarter of the Southeast Quarter of Section 30 to the Easterly right-of-way line of the Atchison, Topeka and Santa Fe Railroad;
- 26 Thence Southerly along said Easterly railroad right-of-way line to the South line of said Southeast Quarter of Section 30 and to the North line of the Northeast Quarter of Section 31, Township 29 south, Range 2 East;
- 27 Thence Southerly along said Easterly railroad right-of-way line to the South line of the Northwest Quarter of said Northeast Quarter of Section 31;
- 28 Thence East along said South line to a point 209.67 feet West of the Southeast corner of said Northwest Quarter of the northeast Quarter of Section 31 and to the Easterly right-of-way line of the Atchison, Topeka and Santa Fe Railroad;
- 29 Thence Southerly along said Easterly railroad right-of-way line to the North line of the Northwest Quarter of the Southeast Quarter of said Section 31 and to the South line of English Street as platted in Scott-Coombs Addition, Mulvane, Sedgwick County, Kansas;

| Course No. | Course Description   |
|------------|--|
| 30         | Thence East along said South line of said Southwest Quarter of the Northeast Quarter to the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 31 and to the Westerly line of English Fifth Addition to Mulvane, Kansas; |
| 31         | Thence Southerly along said Westerly line of said Addition and to the Easterly right-of-way line of said Atchison, Topeka and Santa Fe Railroad;   |
| 32         | Thence southerly along said Easterly railroad right-of-way line to the North line of the Southeast Quarter of the Southeast Quarter of said Section 31;  |
| 33         | Thence West along said North line to the Northwest corner of said Southeast Quarter of the Southeast Quarter of Section 31;  |
| 34a        | Thence continuing West along said North line to the Northeast Corner of Government Lot 4, point also being on the easterly bank of the Arkansas River;   |
| 34b        | Thence southerly along said east bank to the southerly right-of-way line of K-53 Highway;  |
| 34b-1      | Thence continuing southerly along said east bank to a point on the North line of Government Lot 3 in Section 6, Township 30 South, Range 2 East, said point being 2,746.68 feet west of the Northeast Corner of Government Lot 4 in said Section 6;      |
| 34b-2      | Thence east along said North line of Government Lot 3, 558.30 feet;  |
| 34b-3      | Thence south with a deflection angle to the right of 91°00'11", 212 feet;  |
| 34b-4      | Thence west with a deflection angle to the right of 88°59'50", 160 feet;   |
| 34b-5      | Thence north with a defection angle to the right of 91°00'10", 212 feet more or less to a point on the North line of said Government Lot 3;  |
| 34b-6      | Thence west along said North line to a point on the east bank of the Arkansas River;   |
| 34b-7      | Thence northerly along said east bank to the southerly right-of-way line of K-53 Highway;  |
| 34c        | Thence westerly along said right of way line to the northwest Corner of lot 2, in Section 1, Township 30 South, Range 1 East;  |
| 34d        | Thence Southerly along the West line of said Lot 2, to the Northwest corner of lot 3, Section 1, Township 30 South, Range 1 East;  |

| Course No. | Course Description   |
|------------|--|
| 34e        | Thence continuing Southerly along the West line of said Lot 3 to the Southwest corner of Lot 3;  |
| 34f        | Thence Easterly along the South line of Said Lot 3 a distance of 4,028 feet;   |
| 34g        | Thence South 01°30'00" West a distance of 151.27 feet to the; Center line of Old K-53 highway;   |
| 34h        | Thence Southeasterly along said center line to the Easterly Right-of-way line of Deacon Drive;   |
| 34i        | Thence Southerly along said right-of-way line to the northerly Right-of-way line of Laurinda Court Road;   |
| 34j        | Thence easterly along said right-of-way-line, and said right-of-Way line extended, a distance of 1,080.04 feet plus or minus;  |
| 34k        | Thence South 01 degrees 48 minutes 7 Seconds West a distance of 626.08 feet;   |
| 34l        | Thence South 64 degrees 08 minutes 50 seconds West a distance of 296.00 feet;  |
| 34m        | Thence South 25degrees 51 minutes 10 seconds East a distance of 370.00 feet;   |
| 34n        | Thence North 64 degrees 08 minutes 50 seconds East a distance of 500.00 feet;  |
| 34o        | Thence north 64 degrees 23 minutes 43 seconds East a distance of 810.81 feet;  |
| 34p        | Thence North 00 degrees 52 minutes 52 seconds East a distance of 1,225.00 feet to the Southwest Corner of Government Lot 4, Section 6, Township 30 South, Range 2 East of the 6 <sup>th</sup> P.M.;                                |
| 34q-1      | Thence along the South Line of said Lot 4, to a point 600.00 feet West of the Northwest Corner of the Southeast Quarter of Section 6, Township 30 South Range 2 East of the 6 <sup>th</sup> P.M.;                                  |
| 34q-2      | Thence South 01 degrees 41 minutes 13 seconds East a distance of 225.00 feet;  |
| 34q-3      | Thence North 88 Degrees 18 minutes 47 seconds East a distance of 125.00 feet;  |
| 34q-4      | Thence North 01 degrees 41 minutes 13 seconds West a distance of 225.00 feet to a point on the South Line of Said Lot 4;   |
| 34q-5      | Thence North 88 Degrees 18 minutes 47 seconds East a distance of 475.00 feet, to the Northwest Corner of the Southeast Quarter of Section 6, Township 30 South Range 2 East of the 6 <sup>th</sup> P.M.;                           |
| 35         | Thence South along the West line of said Northeast Quarter of said Northeast Quarter of Section 6 and along the West line of Love Addition, Mulvane, Sumner County, Kansas to the center of the right-of-way line of the Englewood |

| Course No. | Course Description  |
|------------|---|
|            | Branch of the Atchison, Topeka and Santa Fe Railroad;   |
| 36         | Thence East and North along the center of said right-of-way line to the right-of-way line of the Atchison, Topeka and Santa Fe Railroad;  |
| 37         | Thence North to the South line of Pearl Street;   |
| 38         | Thence East along the south line of Pearl Street to the East line of the right-of-way line of the Arkansas City Branch of the Atchison, Topeka and Santa Fe Railroad;   |
| 39         | Thence south and East along the East line of said right-of-way line to the East line of Rucker Avenue;  |
| 40         | Thence North along said East line of Rucker Avenue to the intersection of the Northwesterly right-of-way line of the Atchison, Topeka and Santa Fe Railroad;  |
| 41         | Thence Northeasterly and East along said Northwesterly right-of-way line to the south right-of-way line of Main Street;   |
| 42         | Thence East along the South right-of-way line of Main Street and the North right-of-way line of said Atchison, Topeka and Santa Fe Railroad to the Northwesterly right-of-way line of said Atchison, Topeka and Santa Fe Railroad;                                |
| 43         | Thence Northeasterly to a point 75.0 feet North at right angles from the South line of Lot 1 of Section 5, Township 30 South, Range 2 East of the Sixth principal Meridian and the Northwesterly right-of-way line of the Atchison, Topeka and Santa Fe Railroad; |
| 44         | Thence East along a line 75 feet North of said Lot 1 to the Southwesterly line of Kansas Highway Number 15;   |
| 45         | Thence Northwesterly along said Southwesterly K-15 right-of-way line to the Point of Beginning. All being in Sumner and Sedgwick Counties in the State of Kansas.   |

EXCEPTED TRACTS:

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

EXCEPTED TRACT A:

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

| Course No.    | Course Description  |
|---------------|---|
| 46<br>(POB-A) | Beginning on the East line of said Southwest Quarter of said Southeast Quarter and the Northerly line of the Kansas State Highway K-15 right-of-way line; |

| Course No.     | Course Description   |
|----------------|--|
| 47             | Thence Northwesterly 410.2 feet along the Northerly line of said highway right-of-way line;  |
| 48             | Thence Northeasterly 424.55 feet at right angles from the preceding course to the East line of said Southwest Quarter of the Southeast Quarter;  |
| 49             | Thence South along said East line to the Point of Beginning.   |
|                | EXCEPTED TRACT B:  |
|                | Except that tract which lies in the Southwest quarter of the Southwest Quarter of Section 29, Township 29 South, Range 2 East of the Sixth Principal Meridian:   |
| 50a<br>(POB-B) | Beginning at a point 75 feet east of and 75 feet north of the Southwest corner of the Southwest Quarter of Section 29, Township 29 South, Range 2 East of the Sixth Principal Meridian, said point also known as the Southwest corner of Lot 1, Block 1, Reed's First Addition to Mulvane, Kansas; |
| 51b            | Thence easterly along the south line of said Lot 1 at an assumed bearing of North 90 degrees 00 minutes 00 seconds East, a distance of 175 feet;   |
| 52c            | Thence along the southerly line of said Lot 1 at an assumed bearing of South 75 degrees 42 minutes 07 seconds East, a distance of 71.75 feet;  |
| 53d            | Thence southerly parallel to the west line of said Southwest Quarter, a distance of 57.30 feet to a point on the South line of said Southwest Quarter, said point being 320 feet east of the Southwest Corner of said Southwest Quarter;   |
| 54             | Thence East 30 feet along said South line of said Southwest Quarter;   |
| 55             | Thence North 25 feet parallel with the West line of said Southwest Quarter;  |
| 56             | Thence East 324 feet parallel with and 25 feet North of said South line of said Southwest Quarter;   |
| 57             | Thence North along a line parallel with the West line of said Southwest Quarter, 25 feet;  |
| 58             | Thence east along a line parallel to and 50 feet north of the south line of said Southwest Quarter to the east line of the West half of said Southwest Quarter;  |
| 59             | Thence north along the east line of the West half of said Southwest Quarter to the southerly line of the Burlington Northern/Santa Fe Railway;   |

| Course No.    | Course Description  |
|---------------|---|
| 60            | Thence Southwesterly along said right-of-way line to a point 60 feet East of the West line of said Southwest Quarter;   |
| 61            | Thence South along a line parallel with said West line to a point 210 feet North of the South line of said Southwest Quarter;   |
| 62            | Thence East 15 feet, more or less, along a line parallel with the South line of said Southwest Quarter to the northwest corner of said Lot 1;   |
| 63            | Thence southerly along the west line of said Lot 1 in Reed's Addition, 134.97 feet to the Point of Beginning, and being in Sedgwick County, in the State of Kansas.   |
|               | EXCEPTED TRACT C:   |
|               | Except that tract which lies in Section 6, Township 30 South Range 2, East of the 6 <sup>th</sup> Principal Meridian  |
| 64<br>(POB-C) | Commencing at the Northeast corner of said Government Lot 7;<br>Thence South 00 degrees 38 minutes 51 seconds East, along the East<br><br>Line of said Government Lot 7, 1,226 feet for a point of Beginning.                                       |
| 65            | Thence South 62 degrees 37 minutes 09 seconds West, 795.62 feet;  |
| 66            | Thence North 89 degrees 21 minutes 09 seconds East, 710.57 feet to the East line of said Government Lot 8, Section 6, Township 30 South, Range 2 East, of the 6 <sup>th</sup> Principal Meridian;   |
| 67            | Thence North 00 degrees 38 minutes 51 seconds West along the East Line of Government Lots 8 and 7, 357.90 feet to the point of Beginning.   |
|               | EXCEPTED TRACT D:   |
|               | Except that tract which lies in Section 6, Township 30 South, Range 2 East, of the 6 <sup>th</sup> Principal Meridian   |
| 68<br>(POB-D) | Beginning at a point on the North line of Government Lot 3, in Section 6, Township 30 South, Range 2 East, of the 6 <sup>th</sup> Principal Meridian, point being 2,188.38 feet West of the Northeast corner Of Government Lot 4 in said Section 6; |
| 69            | Thence Continuing West, along the North line of said government Lot 3, 558.30 feet;   |
| 70            | Thence South, with a deflection angle to the left of 95 degrees 30 minutes 58 seconds, 212.95 feet;   |
| 71            | Thence East with a deflection angle to the left of 84 degrees 29 Minutes 02 seconds, 534.12 feet;   |
| 72            | Thence North, with a deflection angle to the left of 88 degrees 59 Minutes 50 seconds, 212 feet to the point of beginning.  |



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

Parcel 3:

A parcel of land lying in the Southwest Quarter of Section 28, Township 29 South, Range 2 East, of the Sixth Principal Meridian, Sedgwick County, Kansas: beginning at a point 233 feet West of the Westerly AT & SF Railroad right-of-way and 50 feet North of the South line of said quarter; thence Westerly 272 feet parallel to the south line; thence Northerly 900 feet parallel to the West line of said quarter; thence Easterly 272 feet parallel to the South line of said quarter; thence Southerly 900 feet parallel to the West line of said quarter to the point of beginning.

Parcel 4:

A parcel of land lying in the Southwest Quarter of Section 28, Township 29 South, Range 2 East, of the Sixth Principal Meridian, Sedgwick County, Kansas: beginning at a point 550 feet East and 50 feet North of the Southwest corner of said quarter; thence Easterly and parallel to South line of said quarter 434.6 feet; thence Northerly and along West line of Mulvane Utility Park Addition 500 feet; thence Westerly 434.6 feet, thence Southerly 500 feet to the point of beginning.

Parcel 5:

A parcel of land lying in the Southwest Quarter of Section 28, Township 29 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, Beginning at a point 550 feet North and 50 feet East of the Southwest Corner of said Quarter; thence Northerly 931.49 feet, more or less, parallel to the West line of said Quarter; thence Easterly 935.28 feet, more or less, parallel to the South line of said Quarter; thence Southerly to a point 50 feet North of the Southline of said Quarter, and along the West line of Mulvane Utility Park Addition to Mulvane, Sedgwick County, Kansas; thence Westerly to a point 550 feet East of the West line of said Quarter and parallel to the South line of said Quarter; thence Northerly 500 feet and parallel to the West line of said Quarter; thence Westerly to a point 50 feet East of the West line of said Quarter and parallel to the south line of said Quarter to the Point of Beginning, EXCEPT that part lying within a tract described as Commencing at the Southwest Corner of said Southwest Quarter; thence East along the South line of said Southwest Quarter 550.00 feet to the Point of Beginning; thence North parallel with the West line of said Southwest Quarter, 550.00 feet; thence East parallel with the South line of said Southwest Quarter, 434.51 feet more or less to a point on the West line of Lot 1, Mulvane Utility Park Addition to Mulvane, Sedgwick County, Kansas; thence South along the West line of Said Lot 1, 550 feet to a point on the South line of said Southwest Quarter; thence West along the South line of said Southwest

Quarter 434.51 feet to the Point of Beginning, AND EXCEPT that part described as Commencing at the Southwest Corner of said Southwest Quarter; thence East along the South line of said Southwest Quarter 550.00 feet; thence North parallel with the West line of said Southwest Quarter, 550 feet; thence East parallel with the South line of said Southwest Quarter, 434.51 feet more or less to a point on the West line of lot 1, Mulvane Utility Park Addition to Mulvane, Sedgwick County, Kansas for a Point of Beginning; thence North, along the West line of said Mulvane Utility Park Addition, 35.00 feet; thence West, parallel with the South line of said Southwest Quarter, 335.00 feet; thence South, parallel with the West line of said Mulvane Utility Park Addition, 35 feet; thence East, parallel with the South line of said Southwest Quarter, 335.00 feet to the Point of Beginning.

Parcel 6:

A parcel of land lying in the Southwest Quarter of Section 28, Township 29 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as beginning at a point 1,481.49 feet North and 50 feet East of the Southwest Corner of said Southwest Quarter; thence Northerly to the North line of said Southwest Quarter and parallel to the West line of said Southwest Quarter; thence Easterly 739.28 feet along the North line of said Southwest Quarter; thence Southerly and parallel to the West line of said Southwest Quarter to a point 1,481.49 feet North of the South line of said Southwest Quarter; thence Westerly 739.28 feet and parallel to the South line of said Southwest Quarter to the Point of Beginning.

AND ALSO:

TRACT III:

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

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

TRACT IV:

Parcel 1:

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

Parcel 2:

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

Parcel 3:

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

Parcel 4:

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

Parcel 5:

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

Parcel 6:

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

Parcel 7:

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

Parcel 8:

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

Parcel 9:

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

Parcel 10:

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

Parcel 11:

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

Parcel 12:

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

Parcel 13:

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

Parcel 14:

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

Parcel 15:

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

Parcel 16:

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

Parcel 17:

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

Parcel 18:

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

Parcel 19:

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

Parcel 20:

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

Parcel 21:

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

Parcel 22:

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

Parcel 23:

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

Parcel 24:

A tract of land described as KTA Tract No. 5-40A, in Section Four (4), Township Thirty (30) South, Range One (1) East of the Sixth Principal Meridian, Sumner County, Kansas described as follows: Commencing at the Northwest corner of Government Lot One, (1); thence South, along the west line of Government Lot one (1); on an assumed bearing of South 0 degrees 16' 10" East, 256.1 +/- feet to the Southwest corner of Government Lot 1; thence South 87 degrees 48' 49" east along the South line of Government Lot One (1), 319.67 feet to the point of beginning on the East right of way line of the Kansas Turnpike; thence North 0 degrees 00' 00" East, along said right-of-way line 190.8' +/- feet to the South right-of-way line of State Highway K-53; thence South 87 degrees 24' 33" East, along Said right-of-way line, 136.03 feet; thence South 86 degrees 27' 19" East along said right-of-way line, 300.03 feet; thence South 87 degrees 24' 33" East, along said right-of-way line, 390.05 feet; thence South 80 degrees 28' 28" West,

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

Parcel 25:

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

Parcel 26:

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

Parcel 27:

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

Parcel 28:

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

right-of-way line, 741.70 feet to the point of beginning; thence South 0 degrees 00'00" East along said right-of-way line 1014.11 feet to the south line of Government Lot Five (5); thence North 89 degrees-18'48" West, 12.39 feet to the southwest corner of Government Lot Five (5); thence North 0 degrees 16'10" West, along the west line of Government Lot Five (5), 992.20 feet to a point 764.44 feet south of the North Quarter Corner of said Section; thence North 38 degrees 04'22" East, 27.65 feet to the point of beginning.

Parcel 29:

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

Parcel 30:

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

Parcel 31:

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

Parcel 32:

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

Parcel 33:

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

Parcel 34:

Lots 2 and 3, Section 4, Township 30 South, Range 1 East of the 6<sup>th</sup> P.M. Sumner County, Kansas, except a tract deeded for Highway purposes in Deed Book 158, Page 143, and, except a tract commencing at the Northeast corner of Government Lot 2, in Section 4, Township 30 South, Range 1 East of the 6<sup>th</sup> P.M., Sumner

County, Kansas; thence South along the East line of said Lot 2, and with an assumed bearing of South 00 deg. 08 min. 24 sec. East, a distance of 60.06 feet to the point of beginning; thence continuing South 00 deg. 08 min. 24 sec. East, a distance of 194.04 feet to the Southeast corner of said Lot 2; thence North 87 deg. 40 min. 09 sec. West, along the South line of said Lot 2, a distance of 50.56 feet; thence North 00 deg. 07 min. 15 sec. East, a distance of 194.06 feet to a point on the South line of Kansas Highway #53 right of way; thence South 87 deg. 35 min. 51 sec. East, along said right of way, a distance of 49.68 feet to the point of beginning.

Parcel 35:

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

Parcel 36:

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

Parcel 37:

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

Parcel 38:

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

South line of said West Half of the Southeast Quarter, a distance of 258.71 feet to the point of beginning, in Sumner County, Kansas.

Parcel 39:

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

Parcel 40:

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

Parcel 41:

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

Parcel 42:

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

Parcel 43:

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

Parcel 44:

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

Parcel 45:

The South 497.00 feet of the West 732.01 feet of the Southwest Quarter of Section 36, Township 29 South, Range 1 East, of the 6<sup>th</sup> Principle

Meridian, Sedgwick County, Kansas, except any portion thereof included in any highway and/or road right of way.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025

CITY OF MULVANE, KANSAS

(SEAL)

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

Attest:

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

**CITY COUNCIL MEETING  
MULVANE, KANSAS  
December 15, 2025**

**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

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

| Project Name/Description   | Project Status  |
|--|---|
| <b>Phase 3 Main A Sanitary Sewer Improvements</b><br><i>(Bond Issue funding)</i>                 | <p><u>Completed to Date:</u> All punch-list items have been completed with the exception of addressing a low pavement area left after Apex’s full width replacement of 3<sup>rd</sup> Ave. The City is reviewing a plan to address the low pavement area.</p> <p><u>Remaining Work:</u> Complete pavement modifications at the north side of 3<sup>rd</sup> Ave. and Mulvane St.</p> <p><u>Contract Status:</u> Apex Excavating’s current contract amount, including Change Order No. 4 is \$1,283,628.63. Pay App. No. 4 was submitted on 11/12/25 in the amount of \$479,035.24 which represents 100% of the total current contract amount, less 10% held in retainage.</p> |
| <b>Phase 4 Main A Sanitary Sewer Improvements</b><br><i>(Bond Issue funding)</i>                 | <p><u>Completed to Date:</u> SS installations along Charles have been completed to English St. The boring and steel encasement has been completed under K-15. Some site clearing has been completed north of K-15.</p> <p><u>Remaining Work:</u> Complete SS installations to Louis Dr., install SS carrier pipe inside K-15 casing, continue installations north through the Nye 5<sup>th</sup> Add’n and Farber properties.</p> <p><u>Contract Status:</u> <i>(no change)</i> Apex Excavating’s current contract amount is \$1,690,445.00 which includes add alternates for pavement replacement work.</p>  |
| <b>Emerald Valley Estates 2<sup>nd</sup> Addition Infrastructure</b><br><i>(Municipal Bonds)</i> | <p><u>Completed to Date:</u> All work has been completed.</p> <p><u>Remaining Work:</u> none.</p> <p><u>Contract Status:</u> <i>(no change)</i> McCullough Excavation’s current contract amount, including Change Order No. 1 is \$1,176,296.00. Pay App. No. 7 was approved on 12/1/25 in the amount of \$1,193.40 and represented 100% of the total contract amount. Pay App No. 8 has been submitted in the amount of \$117,629.60 for the 10% retainage.</p>  |
| <b>English Park Pedestrian Bridge</b><br><i>(Special Sales Tax)</i>                              | <p><u>Completed to Date:</u> The Contractor has completed site grading for the bridge including adjacent storm sewer inlet and pipe.</p> <p><u>Remaining Work:</u> Bridge foundations, sidewalk approaches and the manufacturing, delivery and installation of the bridge.</p> <p><u>Contract Status:</u> PSE Contractors’ current contract amount is \$280,512.50.</p>   |
| <b>Water Distribution System Study</b><br><i>(Water Fund)</i>                                    | <p><u>Completed to Date:</u> A preliminary draft of the study has been completed and sent to Public Works for review.</p> <p><u>Remaining Work:</u> Prepare and submit a final draft.</p> <p><u>Project Schedule:</u> A final draft is scheduled to be completed in December 2025.</p>  |

CASH & BUDGET STATEMENT

November 2025

| Fund                        | Begin Bal    | Revenue    | Expenses   | End Bal      | Budget    | YTD Rev      | YTD Exp      | Remaining    | % Spent |
|-----------------------------|--------------|------------|------------|--------------|-----------|--------------|--------------|--------------|---------|
| General*                    | 4,710,718.33 | 244,315.56 | 421,354.11 | 4,533,734.27 | 9,297,059 | 5,726,436.07 | 7,159,306.35 | 2,137,752.65 | 77.01%  |
| Administration              |              |            | 48,699.84  |              | 3,065,250 |              | 2,130,814.27 | 934,435.73   | 69.52%  |
| Public Works                |              |            | 68,886.99  |              | 1,101,035 |              | 1,062,153.26 | 38,881.74    | 96.47%  |
| Police                      |              |            | 148,315.09 |              | 2,645,396 |              | 1,951,788.00 | 693,608.00   | 73.78%  |
| Fire                        |              |            | 27,783.46  |              | 605,188   |              | 437,473.51   | 167,714.49   | 72.29%  |
| Ambulance                   |              |            | 118,682.49 |              | 1,730,340 |              | 1,398,644.98 | 331,695.02   | 80.83%  |
| Planning & Zoning           |              |            | 8,986.24   |              | 149,350   |              | 178,252.33   | (28,902.33)  | 119.35% |
| Bindweed                    |              |            | -          |              | 500       |              | 180.00       | 320.00       | 36.00%  |
| Employee Benefit            | 1,316,425.39 | 1,200.00   | 149,440.72 | 1,168,903.34 | 2,549,800 | 2,173,636.89 | 1,710,574.24 | 839,225.76   | 67.09%  |
| Debt Service                | 103,425.30   | -          | -          | 103,425.30   | 2,825,541 | 2,799,821.88 | 2,807,559.50 | 17,981.50    | 99.36%  |
| Capital Improvements        | 633,541.52   | -          | -          | 633,541.52   | 426,000   | 1,546.48     | 0.01         | 425,999.99   | 0.00%   |
| Special Liability           | 212,690.06   | -          | -          | 212,690.06   | 187,400   | 6,182.08     | 17,468.39    | 169,931.61   | 9.32%   |
| Industrial Development      | 187,275.82   | -          | -          | 187,275.82   | 134,600   | 503.61       | 0.01         | 134,599.99   | 0.00%   |
| Library                     | 21,761.81    | -          | 20,000.00  | 1,761.81     | 602,800   | 584,628.75   | 594,442.09   | 8,357.91     | 98.61%  |
| Special Alcohol             | 39,365.02    | -          | 1,012.46   | 38,352.56    | 37,141    | -            | 4,962.76     | 32,178.24    | 13.36%  |
| Swimming Pool               | (139,849.37) | -          | 492.90     | (140,342.27) | 189,000   | 54,605.17    | 195,795.31   | (6,795.31)   | 103.60% |
| Sr. Center                  | (109,330.23) | 900.00     | 11,458.65  | (120,231.98) | 126,200   | 48,117.70    | 172,413.78   | (46,213.78)  | 136.62% |
| Library Sales Tax           | 88,660.52    | -          | 2,127.39   | 86,533.13    | 132,282   | -            | 71,150.09    | 61,131.91    | 53.79%  |
| 1% Sales Tax                | 1,592,598.93 | -          | 428.38     | 1,592,170.55 | 1,489,701 | 859,581.30   | 1,001,929.88 | 487,771.12   | 67.26%  |
| Special Highway             | 582,804.48   | -          | 1,678.12   | 581,126.36   | 398,459   | 263,995.39   | 95,369.01    | 303,089.99   | 23.93%  |
| Special Parks               | 173,446.94   | -          | 3,151.10   | 170,295.84   | 219,865   | 105,040.58   | 143,300.16   | 76,564.84    | 65.18%  |
| Transient Guest Tax         | 812,920.90   | -          | -          | 812,920.90   | 843,828   | 618,398.73   | 470,022.43   | 373,805.57   | 55.70%  |
| Mulvane Land Bank           | 17,341.07    | -          | -          | 17,341.07    | 17,740    |              | 1,769.43     | 15,970.57    | 9.97%   |
| Electric                    | 7,041,736.82 | 446,903.35 | 394,703.39 | 7,052,379.42 | 7,069,853 | 5,378,717.64 | 4,879,633.52 | 2,190,219.48 | 69.02%  |
| Water                       | 1,103,236.36 | 87,292.03  | 77,974.82  | 1,096,225.22 | 1,688,544 | 1,066,990.03 | 1,151,836.99 | 536,707.01   | 68.21%  |
| Wastewater                  | 1,448,814.99 | 137,069.95 | 98,702.99  | 1,473,551.51 | 2,242,522 | 1,654,724.27 | 1,846,003.11 | 396,518.89   | 82.32%  |
| Storm Sewer                 | 518,232.31   | 3,730.30   | -          | 521,279.72   | 205,000   | 49,924.84    | 12,597.64    | 192,402.36   | 6.15%   |
| Municipal Equipment Reserve | 463,059.73   | -          | -          | 463,059.73   | 0         | -            | -            | -            | -       |
| ARPA                        | 22,361.49    | -          | -          | 22,361.49    | 0         | -            | -            | -            | -       |

|              |               |            |              |               |            |               |               |              |        |
|--------------|---------------|------------|--------------|---------------|------------|---------------|---------------|--------------|--------|
| <b>TOTAL</b> | 20,841,238.19 | 921,411.19 | 1,182,525.03 | 20,508,355.37 | 30,683,335 | 21,392,851.41 | 22,336,134.70 | 8,347,200.30 | 72.80% |
|--------------|---------------|------------|--------------|---------------|------------|---------------|---------------|--------------|--------|

City Council Meeting  
December 15, 2025

TO: Mayor and Council

FR: Utility Billing Clerk – Shelby Richardson

RE: Utility Write-Offs

ACTION: Approve writing off unpaid final utility bills from 2022

**Background:**

The Setoff Program allows the Director of Accounts and Reports to set off moneys the State owes debtors (such as State employees earnings, income tax refunds, and other payments) against moneys owed to the State. To participate in the Setoff Program, municipalities must enter into a written agreement with the Director of the Division of Accounts and Reports and provide lists of debts which include debtor names, social security numbers, amounts owed, and the nature of the debts. The master file of delinquent accounts is then matched by the computer with State payments in process, and the payments are set off against the debts. The Setoff Program staff remits these collected moneys twice a month after withholding the collection assistance fees.

We began submitting accounts for setoff in late 1997. Before we began the Setoff Program, we used a collection agency. The amounts they collected were very small. We have had a much better success with collections using the Setoff Program.

We have 27 accounts in the 2022 unpaid finals, totaling \$8,092.76. Of these accounts, 26 are in the Setoff program. There are no accounts with credits or in Bankruptcy, 1 account is under the \$25.00 minimum. Even though we will be writing these accounts off on the books, they will remain in the Setoff Program for collections.

**Financial Consideration:**

If the unpaid finals are not written off, the Utility's accounts receivable will be inflated and distorted.

I would like to write-off the 2022 unpaid utility finals. The write-off balance will be \$8,092.76. All but one of these accounts are in the State Setoff Program for collections. This program has been very successful for us.

**Recommendation:**

Motion to approve the utility write-off amount of \$8,092.76 for 27 accounts from 2022 unpaid finals.

November 25, 2025

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

Re: **Grading and Utility Improvements to serve,**  
Emerald Valley Estates 2<sup>nd</sup> Addition, Mulvane, Sedgwick County, Kansas  
Y&A Project No. 24-504

Dear Mr. St. John:

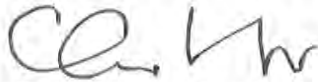
Transmitted herewith is a signed PDF copy of Payment Application No. 8 from McCullough Excavation, Inc. for the above referenced project. McCullough's Pay Application No. 8 requests final payment including retainage in the amount of \$117,629.60. Based on field observations performed on November 25, 2025 we concur with the amount requested.

We have received notification that all punch-list items have been completed.

Pending your approval, please sign and return (1) one copy to the Contractor with payment, retain (1) one copy for your file, and provide (1) one copy to our office for our records.

If you have questions or need any additional information, please feel free to contact me at (316)788-2552 or by email at [engineering@yngpa.com](mailto:engineering@yngpa.com).

Very truly yours,  
YOUNG & ASSOCIATES, PA



Christopher R. Young, PE  
City Engineer

Attachments









Progress Estimate - Unit Price Work

Contractor's Application

|  |   |                      |       |            |                          |                              |                                 |                                    |                     |                                       |  |               |                           |
|--|---|----------------------|-------|------------|--------------------------|------------------------------|---------------------------------|------------------------------------|---------------------|---------------------------------------|--|---------------|---------------------------|
| For (Contract) Emerald Valley Estates 2nd Addition |   |                      |       |            |                          |                              |                                 | Application Number: 8              |                     |                                       |  |               |                           |
| Application Period: RETAINAGE REQUEST              |   |                      |       |            |                          |                              |                                 | Application Date: October 20, 2025 |                     |                                       |  |               |                           |
| A  | B   | C                    | D     | E          | F                        | G                            | H                               | I                                  | J                   | K                                     | L  | M             |                           |
| Item   |   | Contract Information |       |            |                          | Estimated Quantity Installed | Value of Work Installed to Date | WORK COMPLETED                     |                     | Materials Presently Stored (not in H) | Total Completed and Stored to Date (D + E) | % (F / B)     | Balance to Finish (B - F) |
| Bid Item No.                                       | Description   | Item Quantity        | Units | Unit Price | Total Value of Item (\$) |                              |                                 | From Previous Applications         | This Period         |                                       |  |               |                           |
|  | <u>Water Line</u>   |                      |       |            |                          |                              |                                 |                                    |                     |                                       |  |               |                           |
| 1  | 12" Water Line, complete in place per linear foot             | 676                  | LF    | \$80.00    | \$54,080.00              | 676                          | \$54,080.00                     | \$54,080.00                        | \$0.00              |                                       | \$54,080.00                                | 100.0%        | \$0.00                    |
| 2  | 12" D1CL SJ Water Line Pipe, complete in place per linear     | 2                    | LF    | \$85.00    | \$170.00                 | 2                            | \$170.00                        | \$170.00                           | \$0.00              |                                       | \$170.00                                   | 100.0%        | \$0.00                    |
| 3  | 8" Water Line Pipe, complete in place per linear foot         | 2550                 | LF    | \$60.00    | \$153,000.00             | 2550                         | \$153,000.00                    | \$153,000.00                       | \$0.00              |                                       | \$153,000.00                               | 100.0%        | \$0.00                    |
| 4  | 8" D1CL SJ Water Line Pipe, complete in place per linear foot | 16                   | LF    | \$65.00    | \$1,040.00               | 16                           | \$1,040.00                      | \$1,040.00                         | \$0.00              |                                       | \$1,040.00                                 | 100.0%        | \$0.00                    |
| 5  | Fire Hydrant Assembly, complete in place per each             | 5                    | EA    | \$5,500.00 | \$27,500.00              | 5                            | \$27,500.00                     | \$27,500.00                        | \$0.00              |                                       | \$27,500.00                                | 100.0%        | \$0.00                    |
| 6  | 12" Anchor Valve Assembly (Special), complete in place per    | 1                    | EA    | \$5,100.00 | \$5,100.00               | 1                            | \$5,100.00                      | \$5,100.00                         | \$0.00              |                                       | \$5,100.00                                 | 100.0%        | \$0.00                    |
| 7  | 8" Valve Assembly, complete in place per each                 | 7                    | EA    | \$4,700.00 | \$32,900.00              | 7                            | \$32,900.00                     | \$32,900.00                        | \$0.00              |                                       | \$32,900.00                                | 100.0%        | \$0.00                    |
| 8  | Flushed and Vibrated Sand Backfill, complete in place per     | 190                  | LF    | \$5.00     | \$950.00                 | 190                          | \$950.00                        | \$950.00                           | \$0.00              |                                       | \$950.00                                   | 100.0%        | \$0.00                    |
| 9  | Seeding and Erosion Control, complete in place per lump sum   | 1                    | LS    | \$903.00   | \$903.00                 | 1                            | \$903.00                        | \$903.00                           | \$0.00              |                                       | \$903.00                                   | 100.0%        | \$0.00                    |
| 10   | Site Clearing and Restoration, complete in place per lump sum | 1                    | LS    | \$4,837.00 | \$4,837.00               | 1                            | \$4,837.00                      | \$4,837.00                         | \$0.00              |                                       | \$4,837.00                                 | 100.0%        | \$0.00                    |
| 11   |   |                      |       |            | \$0.00                   |                              | \$0.00                          |                                    | \$0.00              |                                       | \$0.00                                     |               | \$0.00                    |
| 12   |   |                      |       |            | \$0.00                   |                              | \$0.00                          |                                    | \$0.00              |                                       | \$0.00                                     |               | \$0.00                    |
| <b>Totals</b>                                      |   |                      |       |            |                          |                              | <b>\$280,480.00</b>             |                                    | <b>\$280,480.00</b> |                                       | <b>\$0.00</b>                              | <b>100.0%</b> | <b>\$0.00</b>             |



**\*\*WE'VE MOVED! PLEASE UPDATE YOUR RECORDS TO OUR NEW ADDRESS\*\***

ImageTrend LLC  
1305 Corporate Center Drive, Suite 500, Eagan, MN 55121  
Phone: (952) 469-1589 | Toll Free: (888) 469-7789  
Accounting: (952) 469-6200  
Email: [invoices@imagetrend.com](mailto:invoices@imagetrend.com)

# Invoice PS-INV120434

November 25, 2025

## Mulvane EMS

No Contact Name  
910 E. Main Street  
Mulvane, KS 67110  
USA

| Customer ID | Customer PO | Schedule Number             | Due Date          | Payment Terms |
|-------------|-------------|-----------------------------|-------------------|---------------|
| 3886        |             | 20240 (11/27/25 - 11/26/26) | December 25, 2025 | Net 30        |

| No. | Description                 | Quantity | Unit Price | Comment    | Tax % | Line Amount Excl. Tax |
|-----|-----------------------------|----------|------------|------------|-------|-----------------------|
| 710 | Agency Level Validation EMS | 1        | 572.45     | Annual Fee | 0     | 572.45                |

**Notes:**

|    |                  |   |          |            |   |          |
|----|------------------|---|----------|------------|---|----------|
| 43 | CAD Distribution | 1 | 4,007.15 | Annual Fee | 0 | 4,007.15 |
|----|------------------|---|----------|------------|---|----------|

**Notes: Other Vendor**

|     |            |   |           |            |   |          |
|-----|------------|---|-----------|------------|---|----------|
| 749 | Continuum™ | 1 | 4,293.375 | Annual Fee | 0 | 4,293.38 |
|-----|------------|---|-----------|------------|---|----------|

**Notes:**

|      |                            |   |          |            |   |          |
|------|----------------------------|---|----------|------------|---|----------|
| 1037 | Elite™ Field Add-On Option | 1 | 2,862.25 | Annual Fee | 0 | 2,862.25 |
|------|----------------------------|---|----------|------------|---|----------|

**Notes:**

|     |                 |   |          |            |   |          |
|-----|-----------------|---|----------|------------|---|----------|
| 805 | FTP Auto Export | 1 | 4,007.15 | Annual Fee | 0 | 4,007.15 |
|-----|-----------------|---|----------|------------|---|----------|

**Notes:**

|      |                      |   |          |            |   |          |
|------|----------------------|---|----------|------------|---|----------|
| 1061 | Performance Insights | 1 | 2,862.25 | Annual Fee | 0 | 2,862.25 |
|------|----------------------|---|----------|------------|---|----------|

**Notes:**

|           |  |  |  |  |  |           |
|-----------|--|--|--|--|--|-----------|
| Subtotal  |  |  |  |  |  | 18,604.63 |
| Total Tax |  |  |  |  |  | 0.00      |

**Total \$ Incl. Tax 18,604.63**

63



APPLICATION FOR LICENSE FOR SALE OF LIQUOR  
CALENDAR YEARS 2026 AND 2027

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

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

EMPIRE TACOS LLC

STATE LICENSE NUMBER:

10169

2. STREET ADDRESS OF PREMISES TO BE LICENSED:

219 W. MAIN, MULVANE, KS, 67110

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

BLOCK / BRICK

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

EMPIRE TACOS, LLC

NAME OF INDIVIDUAL/APPLICANT:

MARTIN VELA MARTINEZ

Age 47 Date of Birth [REDACTED] Place of Birth WICHITA, KS  
Length of Residence in Kansas: LIFE in County SEDGWICK

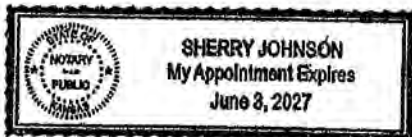
NAME AND ADDRESS OF OTHER OWNER(S):  
(Use space on reverse side, if necessary)

THE LICENSE FEE MUST ACCOMPANY THIS APPLICATION

APPLICANT MUST SUBMIT FINGERPRINTS TO THE CHIEF OF POLICE

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

SO HELP ME GOD.



Martin Martinez  
SIGNATURE OF APPLICANT

SUBSCRIBED AND SWORN to before me this 7 day of November, 2025

Sherry Johnson  
NOTARY PUBLIC

My Commission Expires: June 3, 2027

Kansas Alcoholic Beverage Control  
Liquor License

Drinking Establishment

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

LICENSE NO: 10169

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

**PRIVILEGES:**

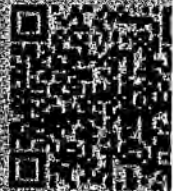
Allows the licensee to sell and serve alcoholic liquor and cereal malt beverage for consumption on licensed premises; serve free samples of alcoholic liquor and cereal malt beverage; redeem drink coupons in arrangement with a hotel; and other activities as authorized by K.S.A. 41-2642.

**AGREEMENT:**

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

*Debbi Beavers*

Debbi Beavers  
Director, Alcoholic Beverage Control



**EFFECTIVE: 12/01/2025**

**EXPIRES: 11/30/2027**

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

**IMPORTANT INFORMATION**

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

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

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

Contact the Miscellaneous Tax Segment at 785-366-8222 or email [Kdor\\_miscellaneous.tax@ks.gov](mailto:Kdor_miscellaneous.tax@ks.gov) if you:

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

**CLOSING YOUR BUSINESS**

If you are closing your business, you must surrender your liquor license and complete the form at <https://www.ksrevenue.gov/pdf/abc324.pdf>

**CITY COUNCIL MEETING**  
**December 15<sup>th</sup>, 2025**

**TO:** Mayor and City Council  
**SUBJECT:** Sanitary Sewer Main Repair  
**FROM:** Wastewater Supervisor  
**ACTION:** Approve for sewer main repair

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**Background:** Much of the City’s 100 + year-old sanitary sewer system, mostly clay tile, is in remarkably good condition. Some areas have cracked pipe, damaged joints, and other defects that permit groundwater infiltration and root intrusion which contribute to sewer main back-ups.

One of these areas that we have identified is a 10-ft section of main located next to 215 Fourth. The main has a service which has collapsed into the main. This is starting to restrict the flow, which could cause a serious back up. Due to the depth of the main and the proximity of other utilities in the area, we are unable to repair it ourselves.

After obtaining approval from the City Administrator to place this purchase on the consent agenda, we will have Padgett Excavation repair the main for the cost of \$11,980.00.

**Legal Considerations:** None

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

**Recommendations/Action:** A motion to approve the repair of a 10 inch sewer main and service by Padgett Excavation for \$11,980.00.

Submitted by

Brian Bradshaw



**Office:** (316) 722-5851    ☉    **Fax:** (316) 722-9487    ☉    **Email:** [padgett.excavation@att.net](mailto:padgett.excavation@att.net)

## Bid Proposal

### Services Performed For:

Client Name: City of Mulvane

Client Email: [flushandforget@sbcglobal.net](mailto:flushandforget@sbcglobal.net)

Phone Number: 316-308-1226

### Services Performed By:

Padgett Excavation, Inc.

6936 N Oliver St

Kechi, KS 67067

All bid proposals are good for 30 Days. Once the client agrees to the bid proposal, please email us a signed copy or respond back in an email verbally stating that you accept the bid proposal and contract in order to finalize the agreement. If you have other questions about services, please visit our website at [padgettinc.com](http://padgettinc.com). Thank you for considering Padgett Excavation and we hope we get the opportunity to serve you.

**Jobsite Address: 216 Mulvane St**

**Mulvane, KS**

Work Being Completed: Excavate down and repair the 12' deep section of 10" VCP that is broken to meet code. Bedding the pipe in proper aggregate is included along with compaction. Excess dirt will be hauled off.

Reconnecting the 4" service line is also included.

\*City of Mulvane to hold the electrical pole.

Price: \$11,980.00 (financing options available)

Completion Time: 2-3 Days

### Includes:

- 10-year guarantee on SWR pipe that Padgett Excavation installs
- Permit is purchased by Padgett Excavation
- Inspection is scheduled by Padgett Excavation
- USIC will be contacted by Padgett Excavation to locate buried utilities

# Contract

This statement of work (SOW) is issued pursuant to the Consultant Services Master Agreement between the (“Client”) and Padgett Excavation, Inc. (“Contractor”), effective Date (the “Agreement”). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail. If client signs contract but cancels after the signed date, they will be required to reimburse Padgett Excavation for permit costs and any special material already purchased by Padgett Excavation Inc.

## We Propose

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- Padgett Excavation will complete work in accordance with the bid proposal with new pipe to meet plumbing codes.
- We propose hereby to furnish material and labor – complete in accordance with specification listed below, excluding unforeseen events, for the sum of: **(\$11,980.00)**
- Payment to be made as follow: **Due NET 30.**
- If payment terms agreed upon are not followed, 30 days after the completion date a \$100.00 late fee will be added on along with the maximum interest charge allowed. If payment is not made soon thereafter Padgett Excavation will pursue legal action for collection.
- Credit card payments are accepted but will have a 2.90% processing fee added to the total price.

## Conditions

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- Padgett Excavation (if necessary) will remove fence to allow access to work area and restore fence to its former state.
- Excavation sites will be backfilled with excess dirt mounded on top of the excavation sites to allow proper ground settling over time. Ruts and final landscaping are the property owner’s responsibility.
- Cleaning sewer lines not replaced by Padgett Excavation and leveling excavation sites to ground grade will cost extra. If work takes place inside final carpentry work is not included unless stated in bid proposal.
- Padgett Excavation is not responsible for damage to any trees, shrubs, unmarked or unidentified cables, utility lines, sprinkler systems, water lines, etc., or servicing undisclosed secondary sewer lines coming out of the structure.
- Padgett Excavation is not responsible for concrete driveways, sidewalks, patios that must be crossed to complete the statement of work (SOW) unless it is stated on the bid proposal. If necessary, \$250.00/hr. for de-watering.
- If replacing or repairing a water service Padgett Excavation is not responsible for grounding the electrical meter.

**IN WITNESS WHEREOF**, the parties hereto have caused this SOW to be effective as of the day, month and year first written below.

|                                     |   |
|-------------------------------------|---|
| <b>Client Name: City of Mulvane</b> | <b>Padgett Excavation, Inc.</b>         |
| <b>Client Signature:</b> _____      | <b>Contractor Signature: Al Padgett</b> |
| <b>Date:</b> _____                  | <b>Date: 12/5/2025</b>                  |

**CITY COUNCIL MEETING**  
**December 15<sup>th</sup>, 2025**

**TO:** Mayor and City Council  
**SUBJECT:** Purchase of Ferric Chloride.  
**FROM:** Wastewater Supervisor  
**ACTION:** Purchase of Ferric Chloride from Brenntag

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

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

**Legal Considerations:** Per City Attorney.

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

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

Submitted by  
Brian Bradshaw

CITY COUNCIL MEETING  
December 15<sup>th</sup>, 2025

TO: Mayor & Council  
FROM: Melissa Hudson – Utilities & Public Works Purchasing Agent  
SUBJECT: Primary Electric Underground Wire  
ACTION: Approve purchase of Hendrix 4/0 stranded aluminum

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**Background**

The City of Mulvane Electric Department began using primary electric underground wire and padmount transformers in the late 1970’s in most of our residential developments. The cost of underground electrical construction is approximately 50 percent higher than aerial electric construction but is esthetically pleasing to most customers. Approximately 55 percent of the City of Mulvane’s electrical system is underground construction. Primary electric underground wire manufactured in today’s standards is estimated to have a life span of approximately 50 to 60 years when placed in a protective conduit.

**Analysis**

All bids on primary electric underground wire meet Mulvane’s electric specification requirements of 4/0 stranded aluminum urd-xlp-tr-ds diameter size and 220 mils insulation for Hendrix 15 kilovolt wire classification standard. At this time, underground wire will need to be purchased in order to keep our inventory at a set minimum. It is essential to keep underground wire in stock in order to maintain customer service throughout the City of Mulvane.

**Financial Considerations**

RFP’s were sent to electrical vendors for 3 each – 2500’ reels of Hendrix 4/0 stranded 15kv aluminum URD 220 MIL XLP-TR DS reduced copper for a total of 7500’ +/- . Below is the total cost including tax and freight. Wire footage and cost is plus or minus depending on the footage of the reels that are delivered. *Procurement Policy standards have been met with this purchase.*

| <b><u>Border States</u></b> | <b><u>Wesco</u></b>   | <b><u>Stanion Electric</u></b> |
|-----------------------------|-----------------------|--------------------------------|
| \$40,618.75                 | \$40,618.75           | \$38,770.63                    |
| lead time 12-14 weeks       | lead time 12-14 weeks | lead time 12-14 weeks          |

**Legal Considerations**

None

**Recommendation / Action**

Motion to approve the purchase of Hendrix at a cost of \$38,770.63 +/- including tax and freight from Stanion Electric. Funds from the Electric Distribution – Line Expense will be utilized for the purchase. Fund # 511-10-548.

|  |  |                                   |                                      |
|--|--|-----------------------------------|--------------------------------------|
| SALES REPRESENTATIVE<br><b>Power Equipment Sales Co - KS, 913-384-3848</b> | CUSTOMER REQUEST NO.<br><b>City of Mulvane</b> | REQUEST DATE<br><b>12/04/2025</b> | EXPIRATION DATE<br><b>01/03/2026</b> |
|--|--|-----------------------------------|--------------------------------------|

|  |                              |   |                                     |
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| PRICE TERMS<br><b>Escalation/De-Escalation</b> | F.O.B.<br><b>FOB Factory</b> | FREIGHT PAYMENT<br><b>Prepaid &amp; Allowed</b> | PAYMENT TERMS<br><b>Net 30 Days</b> |
|--|------------------------------|---|-------------------------------------|

|  |   |
|--|---|
| CUSTOMER (000032-001)<br><b>Stanion Wholesale Electric Co.<br/>3315 12th Street<br/>Great Bend, KS 67530</b> | SHIP TO (000032-001)<br><b>Stanion Wholesale Electric Co.<br/>3315 12th Street<br/>Great Bend, KS 67530</b> |
|--|---|

| ITEM | QUANTITY | PRODUCT NUMBER / DESCRIPTION  | UNIT PRICE | EXTENSION (\$) |
|------|----------|---|------------|----------------|
| 001  | 7,500 Ft | U015K0040A-0033<br><br>ICEA S-94-649<br>Hendrix URD MV Cable - 4/0 AWG 19X H19 Filled Compressed Round AAC Conductor 15kV 133% .012 XSC Conventional Semi Con Conductor Shield. 0 .220 TRXLP 0.030 XSC EZ ® Strip Insulation Shield. 1/3 Neutral - 11 Wire 14 AWG BC .045 LLDPE Jacket 3 Red Stripes. Single Conductor ICEA S-94-649. CTO<br>Country of Origin: USA. Harmonized Code: 8544.60.6000.<br><br>*Current manufacturing lead time: 10-12 weeks ARO, subject to reconfirmation at time of order entry<br><br>*Order quantity required as quoted<br><br>*Tolerance of -0% to +5% quoted<br>*Change in cut lengths may cause a change in pricing<br><br>*This quote and any subsequent purchase order is subject to metals adjustment and any compound increases received after the purchase order date. Metals will be adjusted at time of shipment based on the previous month's averages published in Platt's Metals Week. The metals adjustment will be shown as a separate line item at time of invoice.<br><br>COMMODITY PRICE<br>Copper 5.0196 / Lbs<br>Aluminum 2.1559 / Lbs<br><br>REQUESTED DELIVERIES<br>DELIVER BY NOT BEFORE QUANTITY<br>02/13/2026 7,500<br><br>REEL<br>DELIVER BY #CTNS QUANTITY UM DESCRIPTION<br>Will Advise 3 2500 Ft REEL WD 58.0 X 32.0 X 24.0 X 35.5 Wide<br>-10% to +10% | 4.1500 Ft  | 31,125.00      |

|  |  |                                   |                                      |
|--|--|-----------------------------------|--------------------------------------|
| SALES REPRESENTATIVE<br><b>Power Equipment Sales Co - KS, 913-384-3848</b> | CUSTOMER REQUEST NO.<br><b>City of Mulvane</b> | REQUEST DATE<br><b>12/04/2025</b> | EXPIRATION DATE<br><b>01/03/2026</b> |
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| PRICE TERMS<br><b>Escalation/De-Escalation</b> | F.O.B.<br><b>FOB Factory</b> | FREIGHT PAYMENT<br><b>Prepaid &amp; Allowed</b> | PAYMENT TERMS<br><b>Net 30 Days</b> |
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|--|---|

| ITEM | QUANTITY | PRODUCT NUMBER / DESCRIPTION | UNIT PRICE | EXTENSION (\$) |
|------|----------|------------------------------|------------|----------------|
|------|----------|------------------------------|------------|----------------|

|  |  |  |       |                  |
|--|--|--|-------|------------------|
|  |  |  | TOTAL | <b>31,125.00</b> |
|--|--|--|-------|------------------|

**GENERAL ORDER COMMENTS:**

**IMPORTANT- PLEASE NOTE THIS QUOTE/ORDER IS SUBJECT TO THE FOLLOWING ADDITIONAL TERMS & CONDITIONS:**

The reel tolerance specified is also the order shipping tolerance. Footage in excess of the purchase order quantity but within the reel and order tolerances will be invoiced and is payable.

Marmon Utility LLC reserves the right, at its option, to provide Dow or Borealis compounds.

Cable will be manufactured and tested in accordance with ICEA S-94-649 latest revision.

Prices are based on the preceding month's average published price for MW US Transaction aluminum ingot per pound and Comex HG 1st Pos copper per pound as published each month in the McGraw Hill publication "Metals Week". In the event of changes in the base metal prices, all quoted prices and unshipped order balances will be adjusted at the time of shipment, based on the preceding month's average price, to reflect a change in the price of the finished product.

\*\*\*\*\*

Wendy Suprenant  
Account Manager  
Marmon Utility  
wsuprenant@marmonutility.com

**TERMS & CONDITIONS OF SALE**

1. ENTIRETY. These Terms and Conditions of Sale and all documents referenced herein (collectively, the "Terms") are the only terms and conditions which govern the sale of goods ("Goods") and/or services ("Services" and together with Goods, the "Deliverables") by Marmon Utility LLC ("Seller") to the buyer ("Buyer") and supersede all other terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. These Terms represent the final and complete understanding of the parties and may be amended or cancelled only by mutual written agreement. Acceptance is expressly limited to these Terms. Any proposal for additional or different terms or any attempt by Buyer to vary these Terms is hereby deemed material and is objected to and rejected. No terms of any document or form submitted by Buyer shall be effective to alter or add to these Terms. The earlier of Seller's commencement of performance or Buyer's receipt of any of the Deliverables shall constitute acceptance of these Terms.

2. PRICES. Prices quoted, including delivery terms, are in U.S. Dollars and based on the price at the time of quotation and are subject to change without notice.

| SALES REPRESENTATIVE<br><b>Power Equipment Sales Co - KS, 913-384-3848</b>  |                              | CUSTOMER REQUEST NO.<br><b>City of Mulvane</b>  | REQUEST DATE<br><b>12/04/2025</b>   | EXPIRATION DATE<br><b>01/03/2026</b> |               |              |                               |         |                         |         |                      |            |                                 |            |   |            |
|---|------------------------------|---|-------------------------------------|--------------------------------------|---------------|--------------|-------------------------------|---------|-------------------------|---------|----------------------|------------|---------------------------------|------------|---|------------|
| PRICE TERMS<br><b>Escalation/De-Escalation</b>  | F.O.B.<br><b>FOB Factory</b> | FREIGHT PAYMENT<br><b>Prepaid &amp; Allowed</b>   | PAYMENT TERMS<br><b>Net 30 Days</b> |                                      |               |              |                               |         |                         |         |                      |            |                                 |            |   |            |
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| ITEM  | QUANTITY                     | PRODUCT NUMBER / DESCRIPTION  | UNIT PRICE                          | EXTENSION (\$)                       |               |              |                               |         |                         |         |                      |            |                                 |            |   |            |
| <p>Clerical errors are subject to correction without liability. The minimum invoice charge (Invoice MOQ) is \$500 except for Hendrix Aerial Cable Systems, which has an Invoice MOQ of \$1,000.</p> <p>3. TAXES. Prices do not include any sales, use, excise, privilege, ad valorem, or other taxes, duties, tariffs or assessments now or hereafter imposed or levied ("Taxes") by or under the authority of any foreign, federal, state, provincial, or local law, rule, or regulation (collectively, "Law") concerning the Deliverables or the manufacture or sale thereof. If Seller pays any such Taxes, Buyer shall, upon demand, immediately reimburse Seller for such amounts.</p> <p>4. TERMS OF PAYMENT. All payments are due within 30 days from date of invoice. Orders are subject to acceptance in writing by Seller. All payments shall be made without abatement, deduction, discount or setoff. Late payments are subject to a service charge of the lesser of 1.5% per month or the highest rate permitted under applicable Law. Buyer shall be liable for all costs and expenses related to collection of past due amounts, including, without limitation, attorneys' fees and costs. As collateral security for the payment of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all right, title and interest of Buyer in the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds). This security interest constitutes a purchase money security interest under the UCC. Upon demand, Buyer shall pay all costs and expenses with respect to the administration and enforcement of the foregoing security interest. If, in Seller's judgment, the financial condition of Buyer does not justify continuance on the terms of payment above, Seller may require full or partial payment in advance or otherwise adjust the terms including ceasing to supply Buyer.</p> <p>5. DELIVERY. Delivery shall be made FOB shipping point at Seller's facility and title and risk of loss passes to Buyer at such time. Delivery/performance dates are estimates only. Seller shall not be liable for any claim, loss, expense, or damage of any kind whatsoever for delays, or loss or damage in transit. Claims for loss or damage shall be made solely against the carrier. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order. Shipments invoiced in at or below the minimum quantity (Shipping MOQ) are sold FOB shipping point, freight prepaid and allowed, where within the continental United States. Shipments less than the Shipping MOQ are sold FOB shipping point, with shipping and handling charges added to the invoice. Shipping MOQs are below.</p> <table border="1"> <tr> <td>Product Lines</td> <td>Shipping MOQ</td> </tr> <tr> <td>Hendrix Aerial Cable Products</td> <td>\$1,000</td> </tr> <tr> <td>Hendrix Molded Products</td> <td>\$4,000</td> </tr> <tr> <td>Hendrix Aerial Cable</td> <td>3,000 feet</td> </tr> <tr> <td>High Voltage Kerite Power Cable</td> <td>3,000 feet</td> </tr> <tr> <td>Medium Voltage Kerite &amp; Hendrix Power Cable</td> <td>5,000 feet</td> </tr> </table> <p>6. INSPECTION. Buyer shall inspect the Goods upon receipt and Services upon performance, and Buyer shall immediately notify Seller in writing of any claims that the Deliverables are different than identified in Buyer's purchase order whereupon Seller shall determine the remedy pursuant to Section 12. Failure to give such written notice upon receipt will constitute irrevocable acceptance by Buyer of all Deliverables.</p> <p>7. CHANGES OR CANCELLATION. Changes in specifications or designs to any Deliverables, changes in delivery or performance schedules or reschedules or cancellations of orders are not permitted unless Seller has accepted same in writing, has determined the additional charge to be made, if any, and the same has been paid by the Buyer. Once ordered, deliverables that are made to order, discontinued or custom products ("Special Order Goods") may not be cancelled by Buyer. Seller reserves the right to cancel any purchase orders or releases thereunder, or terminate any agreement relating to purchase of Seller's Deliverables, upon 10 days' notice to Buyer. A minimum charge of 20% of the sales price will be paid by Buyer for cancellations of goods scheduled for fabrication 90 days or more subsequent to the date Seller receives notice of cancellation. A minimum charge of 50% of the sales price will be paid by Buyer for cancellation of goods scheduled for fabrication 90 days subsequent to the date Seller receives notice of cancellation.</p> <p>8. RETURNS. Goods may not be returned without prior written authorization of Seller and compliance with Seller's return policies and procedures then in effect.</p> <p>9. STORAGE. In the absence of agreed shipping dates, Seller may invoice Buyer and ship the Deliverables once they are ready for shipment. If, because of Buyer's inability to take delivery on a mutually agreed delivery date, the Deliverables are not shipped, stopped in transit or returned, Seller may store them for Buyer at Buyer's expense and title and risk of loss shall pass to Buyer when the Deliverables are placed in storage and such date shall constitute the date of shipment for purposes of beginning the warranty and payment periods.</p> <p>10. SERVICE TERMS. (a) Services will be provided at Seller's then current service rates; (b) If the site is not prepared for the Services upon Seller's arrival, Seller may charge a service fee and for any delay and/or travel time; (c) Buyer shall provide Seller with advance notice of any rules, requirements and Laws; (d) Seller may refuse, without any liability, to provide Services and to allow Seller service personnel to suspend Services or vacate any site where, in Seller's opinion, provision of Services would pose a risk to the safety of any person. In such event, Buyer is responsible for payment of any delay and/or travel time at Seller's regular service</p> |                              |   |                                     |                                      | Product Lines | Shipping MOQ | Hendrix Aerial Cable Products | \$1,000 | Hendrix Molded Products | \$4,000 | Hendrix Aerial Cable | 3,000 feet | High Voltage Kerite Power Cable | 3,000 feet | Medium Voltage Kerite & Hendrix Power Cable | 5,000 feet |
| Product Lines   | Shipping MOQ                 |   |                                     |                                      |               |              |                               |         |                         |         |                      |            |                                 |            |   |            |
| Hendrix Aerial Cable Products   | \$1,000                      |   |                                     |                                      |               |              |                               |         |                         |         |                      |            |                                 |            |   |            |
| Hendrix Molded Products   | \$4,000                      |   |                                     |                                      |               |              |                               |         |                         |         |                      |            |                                 |            |   |            |
| Hendrix Aerial Cable  | 3,000 feet                   |   |                                     |                                      |               |              |                               |         |                         |         |                      |            |                                 |            |   |            |
| High Voltage Kerite Power Cable   | 3,000 feet                   |   |                                     |                                      |               |              |                               |         |                         |         |                      |            |                                 |            |   |            |
| Medium Voltage Kerite & Hendrix Power Cable   | 5,000 feet                   |   |                                     |                                      |               |              |                               |         |                         |         |                      |            |                                 |            |   |            |

| SALES REPRESENTATIVE<br><b>Power Equipment Sales Co - KS, 913-384-3848</b>  |                              | CUSTOMER REQUEST NO.<br><b>City of Mulvane</b>  | REQUEST DATE<br><b>12/04/2025</b>   | EXPIRATION DATE<br><b>01/03/2026</b> |
|---|------------------------------|---|-------------------------------------|--------------------------------------|
| PRICE TERMS<br><b>Escalation/De-Escalation</b>  | F.O.B.<br><b>FOB Factory</b> | FREIGHT PAYMENT<br><b>Prepaid &amp; Allowed</b>   | PAYMENT TERMS<br><b>Net 30 Days</b> |                                      |
| CUSTOMER (000032-001)<br><b>Stanion Wholesale Electric Co.<br/>3315 12th Street<br/>Great Bend, KS 67530</b>  |                              | SHIP TO (000032-001)<br><b>Stanion Wholesale Electric Co.<br/>3315 12th Street<br/>Great Bend, KS 67530</b> |                                     |                                      |
| ITEM  | QUANTITY                     | PRODUCT NUMBER / DESCRIPTION  | UNIT PRICE                          | EXTENSION (\$)                       |
| <p>rates; (e) Buyer is solely liable for all damages or injuries caused or contributed to by Buyer that may occur; and (f) Buyer must provide at least 72 hours' notice of cancellation of any Service order. If Buyer cancels with less than 72 hours' notice, Buyer is responsible for any costs incurred by Seller caused by such cancellation.</p> <p>11. INSURANCE. Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$2 million per occurrence, \$2 million products-completed operations aggregate and \$2 million general aggregate with insurance carriers having an AM Best rating of "A- VIII" or better. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with 30 days' advance written notice in the event of a cancellation or material reduction of coverage in Buyer's insurance policy. Except where prohibited by law, Buyer shall waive, and shall require its insurer to waive, all rights of subrogation against Seller's insurers and Seller.</p> <p>12. LIMITED WARRANTIES. Unless otherwise provided by Seller in its written warranty or in the table below, Seller warrants that (i) Goods designed and manufactured by Seller will be free from defects in material and workmanship for a period of twelve (12) months after shipment; and (ii) Services will be performed in a timely and competent manner in accordance with industry standards. THESE ARE SELLER'S ONLY WARRANTIES. SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. If during the warranty period, Buyer notifies Seller in writing that the Deliverables are not in conformity with the warranty and Seller agrees, after Seller's inspection (at its option), then: (a) for Goods, Seller will repair, replace or refund the total amount received by Seller therefor, at its sole option, provided Buyer returns such Goods to Seller's plant for inspection; and (b) for Services, Buyer's sole remedy is for Seller, at its sole option, to re-perform the Services or credit Buyer's account therefor. These shall be Buyer's exclusive remedies for Seller's liability. Any claims not made during the warranty period are deemed waived. Seller's warranty does not attach to Deliverables or parts not manufactured by Seller. Any contract created between Seller and Buyer is subject to the specific conditions that (a) Seller is not obligated to provide insurance or indemnify Buyer, and (b) there are no flow-downs from any person or entity including the federal government that become part of the contract. Upon the occurrence of any event described in Section 14(e)(i) (vi) without the prior written consent of Seller, this warranty shall be void. If Goods fail electrically while in service, Buyer shall notify Seller with (5) days of the discovery of such failure, and shall permit a representative of the Seller a reasonable opportunity to inspect the Goods. If it is mutually determined by Seller and Buyer that the failure is the result of defective material of workmanship, Seller's sole responsibility under this Warranty shall be, at Seller's sole discretion, to either repair or replace the defective Goods. If Seller chooses to replace the defective Goods, the new Goods will be delivered free of charge to the delivery point listed in the original purchase order.</p> <p>PRODUCT LINE / Warranty</p> <p>HENDRIX AERIAL COMPLETE SYSTEMS: Warranted to be free from defects in material and workmanship for a period of five (5) years after shipment, provided that: i. All system components are Hendrix-provided materials; ii. Seller provided a design or Seller approved a design provided by Buyer or third party; and iii. Seller has field inspected the installed system design and has confirmed that it meets Seller's standards.</p> <p>HENDRIX MOLDED PRODUCTS: Warranted for the life of the installation.</p> <p>KERITE POWER CABLE (MEDIUM AND HIGH VOLTAGE): Warranted for the life of the installation.</p> <p>13. LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER LOSSES, DAMAGES OR EXPENSES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PRICE RECEIVED BY SELLER FOR THE DELIVERABLES WITH RESPECT TO WHICH SUCH LIABILITY IS CLAIMED.</p> <p>14. INDEMNIFICATION. Buyer shall defend, indemnify and hold Seller, its affiliates and their respective officers, directors, members, managers, representatives, agents and employees harmless from and against all claims, suits, demands, losses, liabilities, damages (including injury and death) and expenses (including reasonable attorneys' fees) (collectively, "Losses"), arising out of or relating to: (a) Buyer's or its agents provided specifications, design, structure, operation, material or method of making Deliverables ("Buyer's Specifications"), including without limitation, any resulting violation of intellectual property or proprietary rights; (b) Buyer's use, misuse or disposal of Deliverables or materials; (c) Buyer's non-compliance with any Law; (d) breach of these Terms by Buyer; and (e) Deliverables subjected to: (i) improper installation or storage; (ii) accident, damage, abuse or misuse; (iii) abnormal operating conditions or applications; (iv) operating conditions or applications above the rated capacity of the Deliverables; (v) repairs or modifications made to all or part of the Deliverables without the prior written consent of Seller; or (vi) a use or application other than or varying in any degree from the specifications and Seller's instructions.</p> <p>15. PATENTS. Provided Buyer has made all payments due Seller, Seller shall defend any suit brought against Buyer based upon a claim that the Deliverables infringe any United States patent issued as of the date of Seller's quotation and shall pay any damages and costs finally awarded therein against Buyer, provided that Seller</p> |                              |   |                                     |                                      |

| SALES REPRESENTATIVE<br><b>Power Equipment Sales Co - KS, 913-384-3848</b>   |                              | CUSTOMER REQUEST NO.<br><b>City of Mulvane</b>  | REQUEST DATE<br><b>12/04/2025</b>   | EXPIRATION DATE<br><b>01/03/2026</b> |
|--|------------------------------|---|-------------------------------------|--------------------------------------|
| PRICE TERMS<br><b>Escalation/De-Escalation</b>   | F.O.B.<br><b>FOB Factory</b> | FREIGHT PAYMENT<br><b>Prepaid &amp; Allowed</b>   | PAYMENT TERMS<br><b>Net 30 Days</b> |                                      |
| CUSTOMER (000032-001)<br><b>Stanion Wholesale Electric Co.<br/>3315 12th Street<br/>Great Bend, KS 67530</b>   |                              | SHIP TO (000032-001)<br><b>Stanion Wholesale Electric Co.<br/>3315 12th Street<br/>Great Bend, KS 67530</b> |                                     |                                      |
| ITEM   | QUANTITY                     | PRODUCT NUMBER / DESCRIPTION  | UNIT PRICE                          | EXTENSION (\$)                       |
| <p>is notified promptly in writing of such suit and is given full authority, information and assistance by Buyer to defend or settle the suit. Notwithstanding anything to the contrary, Seller will have no liability to the extent that the suit is based upon: (i) modifications to any item made by or on behalf of the Buyer in a manner that causes the infringement; (ii) use of any item in combination with the Deliverables that causes the infringement; (iii) the failure of the Buyer to use corrections or enhancements to the Deliverables that are made available by Seller; (iv) Buyer's Specifications; (v) Buyer's distribution, marketing or use for the benefit of third parties of the Deliverables; or (vi) use not authorized under these Terms. If the Deliverables or any part thereof are deemed to infringe any such patent, Seller shall, at its expense and sole option either: (a) procure for Buyer the right to continue using said Deliverables or part; (b) replace them with non-infringing Deliverables or parts; (c) modify them so they become non-infringing; or (d) remove them and refund the purchase price for them depreciated over no more than 3 years.</p>   |                              |   |                                     |                                      |
| <p>16. TOOLING. In no event shall Buyer have any interest in any tools, jigs, dies, patterns, etc. (collectively, "Tooling") which is made or obtained for the production of the Deliverables. Such Tooling shall remain the property of Seller.</p>   |                              |   |                                     |                                      |
| <p>17. CONFIDENTIALITY. All non-public or proprietary information of Seller, including all IP, quotations and pricing information, is confidential, solely for the use in performing hereunder and may not be disclosed, used or copied unless authorized by Seller in writing.</p>  |                              |   |                                     |                                      |
| <p>18. INTELLECTUAL PROPERTY. All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights, trademarks, patents and applications therefor, and other information or intellectual property disclosed or otherwise provided to Buyer by Seller and all rights therein (collectively, "IP") are and will remain the property of Seller. Buyer shall have no claim to, nor ownership interest in, any IP and such information, in whatever form and any copies thereof, shall be promptly returned to Seller upon written request from Seller. Buyer acknowledges that no license or rights of any sort are granted to Buyer hereunder in respect of any IP, other than the limited right to use the Deliverables purchased from Seller.</p>  |                              |   |                                     |                                      |
| <p>19. EXPORT COMPLIANCE. Any items provided by Seller are controlled by the United States Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the United States Government or as otherwise authorized by U.S. Law and regulation.</p>  |                              |   |                                     |                                      |
| <p>20. TARIFFS. The stated price is inclusive of any tariffs, duties, taxes, and fees imposed on imported merchandise that are or were in effect as of the date that the quote was issued. Seller may, in its sole discretion, increase the price to Buyer of the Goods by the amount of any increase in the tariffs, duties, taxes, or fees increased on the Goods. Seller shall endeavor to provide Buyer with 30 days' advanced written notice prior to implementing any tariff-related price increase, to the degree that there is at least 30 days between the implementation of the increase in tariffs, duties, taxes, or fees and the assessment of such increased tariffs, duties, taxes, or fees.</p>  |                              |   |                                     |                                      |
| <p>21. DEFORMULATION. Buyer agrees that it shall not engage in or be a party to, or assist other persons in any form of deformulation, reverse engineering or component breakdown for the purpose of determining or evaluating confidential information.</p>   |                              |   |                                     |                                      |
| <p>22. FORCE MAJEURE. Seller shall not be liable for any delay in or failure to perform due to any event or contingency beyond its reasonable control (an event of "Force Majeure"), including acts of God, epidemics, pandemics, governmental orders or work stoppages, acts of war whether declared or undeclared, blockades, labor disputes (whether of Seller's employees or the employees of others), raw material shortages and material increases in costs of raw materials, including those material increases in costs resulting from the imposition of tariffs. In the event of Force Majeure, the time for performance will extend for such time as reasonably necessary to enable Seller to perform. Seller may, during any period of shortage due to any of the above circumstances, allocate its available supply of Deliverables among itself and its purchasers in such manner as Seller, in its sole judgement, deems fair and equitable. Furthermore, to the extent that any Force Majeure event is then existing at the time the purchase order is accepted, including, without limitation, COVID-19, port congestion, and/or supply-chain disruption, such acceptance of a purchase order shall not constitute a waiver of Seller's right to assert such Force Majeure event as grounds to trigger this provision.</p> |                              |   |                                     |                                      |
| <p>23. TERMINATION. Seller shall have the right to cease work or terminate these Terms or any purchase order, in whole or in part, at any time, without liability, if: (i) Buyer breaches or defaults under these Terms or any other agreement it has with Seller; (ii) a petition under any applicable law relating to bankruptcy, insolvency, or reorganization is filed by or against Buyer; (iii) Buyer executes an assignment for benefit or creditors; (iv) a receiver is appointed for Buyer or any substantial part of its assets; or (v) Seller shall have any reasonable ground for insecurity with respect to Buyer's ability to perform and Buyer is unable to provide Seller with adequate assurance within 10 days after written request therefor by Seller. In all cases, Seller's rights are cumulative, are not exclusive and in addition to all other rights and remedies it may have at law or in equity. No termination shall affect any accrued rights or obligations of either party as of the effective date of such termination.</p>   |                              |   |                                     |                                      |
| <p>24. WAIVER. All waivers by Seller shall be in writing. Failure of Seller at any time to require Buyer's performance of any obligation hereunder shall not affect Seller's right to require performance of that obligation. No delay or omission in the exercise of any right, power, or remedy hereunder shall impair such right, power, or remedy or be considered to be a waiver of any default or acquiescence therein.</p>  |                              |   |                                     |                                      |
| <p>25. GOVERNING LAW. Any dispute arising out of or related to these Terms will be governed by and construed in accordance with the laws of the State of Illinois</p>  |                              |   |                                     |                                      |



|  |  |                                   |                                      |
|--|--|-----------------------------------|--------------------------------------|
| SALES REPRESENTATIVE<br><b>Power Equipment Sales Co - KS, 913-384-3848</b> | CUSTOMER REQUEST NO.<br><b>City of Mulvane</b> | REQUEST DATE<br><b>12/04/2025</b> | EXPIRATION DATE<br><b>01/03/2026</b> |
|--|--|-----------------------------------|--------------------------------------|

|  |                              |   |                                     |
|--|------------------------------|---|-------------------------------------|
| PRICE TERMS<br><b>Escalation/De-Escalation</b> | F.O.B.<br><b>FOB Factory</b> | FREIGHT PAYMENT<br><b>Prepaid &amp; Allowed</b> | PAYMENT TERMS<br><b>Net 30 Days</b> |
|--|------------------------------|---|-------------------------------------|

|  |   |
|--|---|
| CUSTOMER (000032-001)<br><b>Stanion Wholesale Electric Co.<br/>3315 12th Street<br/>Great Bend, KS 67530</b> | SHIP TO (000032-001)<br><b>Stanion Wholesale Electric Co.<br/>3315 12th Street<br/>Great Bend, KS 67530</b> |
|--|---|

| ITEM   | QUANTITY | PRODUCT NUMBER / DESCRIPTION | UNIT PRICE | EXTENSION (\$) |
|--|----------|------------------------------|------------|----------------|
| <p>without regard to any rules on conflicts of laws and exclusively litigated in either (i) a state or federal court located in Cook County, Illinois, or (ii) a state or federal court located in the state of Seller's principal place of business, at Seller's sole discretion.</p> <p>26. SEVERABILITY. The unenforceability or invalidity of any clause in these Terms shall not have an impact on the enforceability or validity of any other clause in these Terms. Any unenforceable or invalid clause shall be regarded as removed from these Terms to the extent of its unenforceability and invalidity.</p> <p>27. MISCELLANEOUS. Buyer shall not assign any of its rights or obligations under these Terms or any purchase order without Seller's prior written consent. Buyer shall comply with all applicable laws. There are no third-party beneficiaries. Provisions which by their nature should survive will remain in force after any termination or expiration of any sale of Deliverables. The section headings are included solely for the convenience of the parties.</p> |          |                              |            |                |

DRAFT



**Quote**

Border States - WIC  
 3800 W Dora St  
 Wichita KS 67213-1211  
 Phone: 316-945-1313

**Quote:** 28285764  
**Sold-To Acct #:** 209772  
**Valid From:** 12/08/2025 **To:** 12/15/2025  
**Payment Terms:** NET 25TH PROX (31)

**Created By:** Landon F Mason  
**Tel No:** 316-945-1313  
**Fax No:**

CITY OF MULVANE KS  
 211 N 2ND AVE  
 MULVANE KS 67110-1500

**Inco Terms:**  
 FOB ORIGIN

**Ship-to:**  
 CITY OF MULVANE  
 420 W BRIDGE ST  
 MULVANE KS 67110

| Cust Item | Item          | Material<br>MFG - Description  | Quantity        | Price Per           | UoM      | Value     |
|-----------|---------------|--|-----------------|---------------------|----------|-----------|
|           | <b>000010</b> |  | <b>7,500 FT</b> | 4.50 / 1<br>1 FT= 1 | FT<br>EA | 33,750.00 |
|           |               | - U015K0040A-0033<br>ICEA S-94-649<br>Hendrix URD MV Cable - 4/0 AWG 19X H19 Filled Compressed Round AAC<br>Conductor 15KV 133% .012 XSC Conventional Semi Con Conductor Shield. 0<br>.220 TRXLP 0.030 XSC EZ ® Strip Insulation Shield. 1/3 Neutral - 11<br>Wire 14 AWG BC .045 LLDPE Jacket 3 Red Stripes. Single Conductor ICEA<br>S-94-649. CTO<br>Country of Origin: USA. Harmonized Code: 8544.60.6000.<br>*Current manufacturing lead time: 10-12 weeks ARO, subject to<br>reconfirmation at time of order entry<br>*Order quantity required as quoted<br>*Tolerance of -0% to +5% quoted<br>*Change in cut lengths may cause a change in pricing<br>*This quote and any subsequent purchase order is subject to metals<br>adjustment and any compound increases received after the purchase<br>order date. Metals will be adjusted at time of shipment based on the<br>previous month's averages published in Platt's Metals Week.<br>The metals adjustment will be shown as a separate line item at time of<br>invoice. |                 |                     |          |           |

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|                 |         |          |           |
|-----------------|---------|----------|-----------|
| Total \$        |         |          | 33,750.00 |
| State Tax \$    | 6.500 % | 2,193.75 |           |
| County Tax \$   | 1.000 % | 337.50   |           |
| Local Tax \$    | 1.000 % | 337.50   |           |
| Other Tax1 \$   | 0.000 % | 0.00     |           |
| Other Tax2 \$   | 0.000 % | 0.00     |           |
| Other Tax3 \$   | 0.000 % | 0.00     |           |
| Tax Subtotal \$ | 8.500 % |          | 2,868.75  |

**Net Amount \$ 36,618.75**

**To access Border States Terms and Conditions of Sale, please go to**

<https://www.borderstates.com>

The quoted sales tax is an estimate only based upon the information provided in this quote and will be finalized at the time of Invoice based upon the material purchased, quantity purchased, and delivery location.

Shipping and handling fees in this quote are an estimate only and will be finalized at the time of Invoice.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, Border States reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.

## Debbie Parker

---

**From:** Ulven, Connor <CUlven@wescodist.com>  
**Sent:** Monday, December 1, 2025 11:20 AM  
**To:** Melissa Hudson  
**Cc:** Myers, Michael  
**Subject:** RE: wire

Melissa,

Below is your quote for the wire

Qty 15,000 (3x5000' reels)  
477 ACSR HAWK  
\$2.10/ft  
16-18 week lead time  
PRICING GOOD TIL 12/8/25

4/0 PENGUIN  
1770LB reel (6080ft in that reel)  
Price \$2.92/LB  
STOCK

We also stock the smaller reel of PENGUIN but went with the higher qty since you are looking for that.

Thank you,



**Connor Ulven**  
Account Representative  
**Wesco**

M. 712-301-3628 | [culven@wesco.com](mailto:culven@wesco.com)  
2301 Fleur Drive, Des Moines, IA 50321  
WESCO Terms and Conditions of Sale – [Click Here \[wesco.com\]](#)

**From:** Melissa Hudson <MHudson@mulvane.us>  
**Sent:** Wednesday, November 26, 2025 7:52 AM  
**To:** Ulven, Connor <CUlven@wescodist.com>  
**Cc:** Myers, Michael <MMyers@wescodist.com>  
**Subject:** wire

---

### This Message Is From an External Sender

Please use caution with this message. If unsure about the legitimacy/safeness, please click Report Suspicious.

[Report Suspicious](#)

Good Morning Connor,

Would you please send me pricing for the following?

477 26/7 ACSR 15KVA HAWK

3 each - 5000' reel

4/0 6/1 ACSR ALUM

1 each - 5000' reel

Please let me know if you have any questions.

Thank you,

Melissa



**Melissa Hudson | Utilities & Public Works Purchasing Agent | City of Mulvane**

p: 316-777-0191 | f: 316-777-4178 | [mhudson@mulvane.us](mailto:mhudson@mulvane.us)

410 W. Bridge Street | Mulvane, KS 67110 | [www.mulvanekansas.com](http://www.mulvanekansas.com)

CITY COUNCIL MEETING  
December 15<sup>th</sup>, 2025

TO: Mayor & Council  
FROM: Melissa Hudson – Utilities & Public Works Purchasing Agent  
SUBJECT: Primary Electric Overhead Wire  
ACTION: Approve purchase of Hawk 477 26/7 ACSR & Penguin 4/0 611 ACSR alum

---

**Background**

Maintaining an adequate inventory of overhead power line wire is essential for the reliability and resilience of our electric distribution system. Having wire on hand allows staff to respond quickly to storm damage, failures, and emergency repairs, reducing outage duration for customers and businesses. Our current stock has steadily declined due to routine maintenance, system upgrades, and incremental replacements over the past several years. To ensure we can continue providing dependable service and avoid delays on planned work, it is necessary to replenish our overhead wire inventory at this time.

**Analysis**

Currently overhead wire is needed for the main feed loop from Webb Road to 103<sup>rd</sup>.

**Financial Considerations**

RFP's were sent to electrical vendors for 3 each – 5000' +/- reels of Hawk 477 26/7 ACSR 15KVA for a total of 15000' +/- and 1 each – 5000' +/- reels of Penguin 4/0 611 ACSR alum. Below is the total cost including tax and freight. Wire footage and cost is plus or minus depending on the footage of the reels that are delivered. *Procurement Policy standards have been met with this purchase.*

| <b><u>Border States</u></b> | <b><u>Wesco</u></b> | <b><u>Elliott Electric</u></b> |
|-----------------------------|---------------------|--------------------------------|
| \$49,638.29                 | \$43,763.73         | \$44,159.50                    |

**Legal Considerations**

None

**Recommendation / Action**

Motion to approve the purchase of Hawk & Penguin wire at the cost of \$43,763.73 +/- including tax and freight from Wesco. Funds from the Electric Distribution – Capital Improvements will be utilized for the purchase. Fund # 511-10-705.



**Quote**

Border States - WIC  
 3800 W Dora St  
 Wichita KS 67213-1211  
 Phone: 316-945-1313

Quote: 28274696  
 Sold-To Acct #: 209772  
 Valid From: 11/26/2025 To: 12/03/2025  
 PO No: ACSR QUOTE  
 Payment Terms: NET 25TH PROX (31)

Created By: Landon F Mason  
 Tel No: 316-945-1313  
 Fax No:

CITY OF MULVANE KS  
 211 N 2ND AVE  
 MULVANE KS 67110-1500

Inco Terms:  
 FOB ORIGIN

Ship-to:  
 CITY OF MULVANE  
 420 W BRIDGE ST  
 MULVANE KS 67110

| Cust Item | Item   | Material MFG - Description                     | Quantity  | Price Per                      | UoM | Value     |
|-----------|--------|--|-----------|--------------------------------|-----|-----------|
|           | 000010 | - 477 HAWK ACSR 26/7 5780FT<br>FACTORY STOCK   | 17,340 FT | 2,074.71 / 1,000 FT<br>1 FT= 1 | EA  | 35,975.47 |
|           | 000020 | - 4/0 PENGUIN ACSR 8/1 3040FT<br>FACTORY STOCK | 6,080 FT  | 923.53 / 1,000 FT<br>1 FT= 1   | EA  | 5,615.06  |

|                 |         |          |           |
|-----------------|---------|----------|-----------|
| Total \$        |         |          | 41,590.53 |
| State Tax \$    | 6.500 % | 2,703.39 |           |
| County Tax \$   | 1.000 % | 415.90   |           |
| Local Tax \$    | 1.000 % | 415.90   |           |
| Other Tax1 \$   | 0.000 % | 0.00     |           |
| Other Tax2 \$   | 0.000 % | 0.00     |           |
| Other Tax3 \$   | 0.000 % | 0.00     |           |
| Tax Subtotal \$ | 8.500 % |          | 3,535.19  |

**Net Amount \$ 45,125.72**

To access Border States Terms and Conditions of Sale, please go to <https://www.borderstates.com>

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**Melissa Hudson**

---

**From:** Ulven, Connor <CUlven@wescodist.com>  
**Sent:** Monday, December 1, 2025 11:20 AM  
**To:** Melissa Hudson  
**Cc:** Myers, Michael  
**Subject:** RE: wire

Melissa,

Below is your quote for the wire

Qty 15,000 (3x5000' reels) = \$31,500.00  
477 ACSR HAWK  
\$2.10/ft  
16-18 week lead time  
PRICING GOOD TIL 12/8/25

4/0 PENGUIN  
1770LB reel (6080ft in that reel) = \$5,168.40  
Price \$2.92/LB  
STOCK

\$ 36,668.40  
3,116.81 tax  

---

\$39,785.21  
+/- 10% (3,428.50)  

---

\$43,763.74

We also stock the smaller reel of PENGUIN but went with the higher qty since you are looking for that.

Thank you,



**Connor Ulven**

Account Representative

**Wesco**

M. 712-301-3628 | [culven@wesco.com](mailto:culven@wesco.com)

2301 Fleur Drive, Des Moines, IA 50321

WESCO Terms and Conditions of Sale – [Click Here \[wesco.com\]](http://wesco.com)

**From:** Melissa Hudson <MHudson@mulvane.us>

**Sent:** Wednesday, November 26, 2025 7:52 AM

**To:** Ulven, Connor <CUlven@wescodist.com>

**Cc:** Myers, Michael <MMyers@wescodist.com>

**Subject:** wire

---

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[Report Suspicious](#)

Good Morning Connor,



# ELLIOTT ELECTRIC SUPPLY

P.O. Box 206524, Dallas, TX 75320-6524  
www.ElliottElectric.com

## Quote #146-68978

3804 W. ESTHNER AVENUE  
WICHITA, KS 67213  
316-854-0028

|                                    |                             |                                     |                                     |
|------------------------------------|-----------------------------|-------------------------------------|-------------------------------------|
| <b>Customer Account:</b> (1263190) | <b>Ship To Information:</b> | <b>Customer Phone:</b> 316-777-1143 | <b>Customer Job/PO:</b> RFQ - 26NOV |
| CITY OF MULVANE                    | CITY OF MULVANE             |                                     |                                     |
| 211 N. SECOND                      | 211 N 2ND AVE               |                                     |                                     |
| MULVANE, KS 67110                  | MULVANE, KS 67110           |                                     |                                     |

**• ATTENTION: Do Not Deliver From This Document!**

Salesman: Steinle, Kelly      Quote Date: 11/26/2025      Date and Time Printed: 11/26/2025 10:11:10 AM

| Item Number  | Quote Quantity | Catalog Number | Vendor Code | Description                                    | Price       | Unit Code | Extended Price |
|--|----------------|----------------|-------------|--|-------------|-----------|----------------|
| 1  | 15000          | HAWK           | DWC         | 477MCM TYPE ACSR ALU CONDUCTOR STEEL REINFORCE | \$ 2,075.00 | M         | \$ 31,125.00   |
| <i>Customer Item Information: 3X5000   FACTORY STOCK</i> |                |                |             |  |             |           |                |
| 2  | 5000           | PENGUIN:       | DWC         | 4/0 ACSR 6/1 PENGUIN BARE AL                   | \$ 1,175.00 | M         | \$ 5,875.00    |

Total: \$ 37,000.00

Customer Information:  
\* PRICING VALID TO 4PM, WED, 26NOV2025  
\* FREIGHT ALLOWED

3,145.00 tax  
\$40,145.00



Mulvane, KS

# Check Report

By Check Number

Date Range: 11/01/2025 - 11/30/2025

| Vendor Number               | Vendor Name                                | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|-----------------------------|--|--------------|--------------|-----------------|----------------|--------|
| Bank Code: APBNK-APBNK-POOL |  |              |              |                 |                |        |
| 01041                       | ALL COVERED                                | 11/06/2025   | Regular      | 0.00            | 7,207.88       | 65376  |
| 00051                       | BRENNTAG SOUTHWEST, INC                    | 11/06/2025   | Regular      | 0.00            | 18,261.40      | 65377  |
| 00058                       | BURNS & MCDONNELL ENGINEER CO INC          | 11/06/2025   | Regular      | 0.00            | 4,439.51       | 65378  |
| 00090                       | CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. | 11/06/2025   | Regular      | 0.00            | 2,125.59       | 65379  |
| 00461                       | EVERGY                                     | 11/06/2025   | Regular      | 0.00            | 13,161.47      | 65380  |
| 10475                       | FLOCK GROUP INC                            | 11/06/2025   | Regular      | 0.00            | 12,000.00      | 65381  |
| 00149                       | GALAXIE BUSINESS EQUIPMENT, INC.           | 11/06/2025   | Regular      | 0.00            | 518.37         | 65382  |
| 00150                       | GALL'S INC.                                | 11/06/2025   | Regular      | 0.00            | 270.97         | 65383  |
| 00438                       | HD SUPPLY, INC.                            | 11/06/2025   | Regular      | 0.00            | 596.85         | 65384  |
| 10703                       | JOHN M MUNDELL                             | 11/06/2025   | Regular      | 0.00            | 148.59         | 65385  |
| 00209                       | KANSAS GAS SERVICE                         | 11/06/2025   | Regular      | 0.00            | 450.73         | 65386  |
| 10552                       | KONICA MINOLTA BUSINESS SOLUTIONS          | 11/06/2025   | Regular      | 0.00            | 419.03         | 65387  |
| 10326                       | Konica Minolta Premier Finance             | 11/06/2025   | Regular      | 0.00            | 659.31         | 65388  |
| 10091                       | MULVANE REC CENTER                         | 11/06/2025   | Regular      | 0.00            | 525.00         | 65389  |
| 00307                       | O'REILLY AUTO ENTERPRISES LLC              | 11/06/2025   | Regular      | 0.00            | 673.81         | 65390  |
|                             | **Void**                                   | 11/06/2025   | Regular      | 0.00            | 0.00           | 65391  |
|                             | **Void**                                   | 11/06/2025   | Regular      | 0.00            | 0.00           | 65392  |
| 00323                       | PETTY CASH-CITY OF MULVANE                 | 11/06/2025   | Regular      | 0.00            | 3,558.90       | 65393  |
| 10327                       | PLP-CTI HOLDINGS, LLC                      | 11/06/2025   | Regular      | 0.00            | 210.88         | 65394  |
| 00340                       | QUILL CORPORATION                          | 11/06/2025   | Regular      | 0.00            | 1,290.23       | 65395  |
| 09997                       | REDDI INDUSTRIES, LLC                      | 11/06/2025   | Regular      | 0.00            | 3,463.54       | 65396  |
| 00112                       | RK BLACK INC                               | 11/06/2025   | Regular      | 0.00            | 97.64          | 65397  |
| 00104                       | RODNEY L SCHUMOCK                          | 11/06/2025   | Regular      | 0.00            | 365.00         | 65398  |
| 00361                       | RUSTY ECK FORD INC                         | 11/06/2025   | Regular      | 0.00            | 6.75           | 65399  |
| 00370                       | SALISBURY SUPPLY COMPANY, INC.             | 11/06/2025   | Regular      | 0.00            | 199.00         | 65400  |
| 10466                       | WESTLAKE HARDWARE INC                      | 11/06/2025   | Regular      | 0.00            | 29.98          | 65401  |
| 10763                       | ALLEN & GENDA POULTER                      | 11/13/2025   | Regular      | 0.00            | 85.00          | 65404  |
| 00022                       | APAC-KANSAS, INC., - SHEARS DIVISION       | 11/13/2025   | Regular      | 0.00            | 306.64         | 65405  |
| 00101                       | CHRISTOPHER DAVIS                          | 11/13/2025   | Regular      | 0.00            | 600.00         | 65406  |
| 00092                       | COX COMMUNICATIONS                         | 11/13/2025   | Regular      | 0.00            | 2,661.85       | 65407  |
| 10223                       | CRH COFFEE INC                             | 11/13/2025   | Regular      | 0.00            | 84.90          | 65408  |
| 10547                       | FIRST WIRELESS, INC.                       | 11/13/2025   | Regular      | 0.00            | 393.39         | 65409  |
| 00150                       | GALL'S INC.                                | 11/13/2025   | Regular      | 0.00            | 60.80          | 65410  |
| 09929                       | HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.     | 11/13/2025   | Regular      | 0.00            | 115.95         | 65411  |
| 00347                       | HENDERSON INVESTMENTS INC                  | 11/13/2025   | Regular      | 0.00            | 225.24         | 65412  |
| 00254                       | JAMES LARRY LINN, ATTY AT LAW              | 11/13/2025   | Regular      | 0.00            | 2,000.00       | 65413  |
| 10391                       | JOY KAY WILLIAMS                           | 11/13/2025   | Regular      | 0.00            | 2,000.00       | 65414  |
| 10465                       | JUMPSTART                                  | 11/13/2025   | Regular      | 0.00            | 568.46         | 65415  |
| 10297                       | KANEQUIP INC.                              | 11/13/2025   | Regular      | 0.00            | 936.32         | 65416  |
| 10754                       | KANSAS IMAGING COUNSULTANTS, PA            | 11/13/2025   | Regular      | 0.00            | 60.00          | 65417  |
| 00215                       | KANSAS MUNICIPAL UTILITIES INC             | 11/13/2025   | Regular      | 0.00            | 125.00         | 65418  |
| 00217                       | KANSAS ONE-CALL SYSTEM, INC.               | 11/13/2025   | Regular      | 0.00            | 194.18         | 65419  |
| 10552                       | KONICA MINOLTA BUSINESS SOLUTIONS          | 11/13/2025   | Regular      | 0.00            | 62.00          | 65420  |
| 00243                       | KROGER-DILLONS CUSTOMER CHARGE             | 11/13/2025   | Regular      | 0.00            | 230.69         | 65421  |
| 00252                       | LIFE-ASSIST, INC.                          | 11/13/2025   | Regular      | 0.00            | 2,535.52       | 65422  |
| 10645                       | LUXURY LAWN & LANDSCAPING LLC              | 11/13/2025   | Regular      | 0.00            | 395.00         | 65423  |
| 09913                       | MABCD                                      | 11/13/2025   | Regular      | 0.00            | 3,282.68       | 65424  |
| 01219                       | MERIDIAN ANALYTICAL LABS LLC               | 11/13/2025   | Regular      | 0.00            | 80.00          | 65425  |
| 10476                       | MOBILE DIAGNOSTICS & PROGRAMMING, LLC      | 11/13/2025   | Regular      | 0.00            | 120.00         | 65426  |
| 00281                       | MULVANE ANIMAL CLINIC, LLC                 | 11/13/2025   | Regular      | 0.00            | 221.00         | 65427  |
| 00291                       | MULVANE PUBLIC LIBRARY                     | 11/13/2025   | Regular      | 0.00            | 20,000.00      | 65428  |
| 00294                       | MURDOCK COMPANIES, INC.                    | 11/13/2025   | Regular      | 0.00            | 5,166.50       | 65429  |
| 10349                       | NATHAN WERTH                               | 11/13/2025   | Regular      | 0.00            | 3,720.00       | 65430  |
| 10185                       | NATIONAL SCREENING BUREAU                  | 11/13/2025   | Regular      | 0.00            | 53.00          | 65431  |

Check Report

Date Range: 11/01/2025 - 11/30/2025

| Vendor Number | Vendor Name                                | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---------------|--|--------------|--------------|-----------------|----------------|--------|
| 10461         | QUADIENT FINANCE USA, INC.                 | 11/13/2025   | Regular      | 0.00            | 300.00         | 65432  |
| 00340         | QUILL CORPORATION                          | 11/13/2025   | Regular      | 0.00            | 462.03         | 65433  |
| 00320         | R.E. PEDROTTI COMPANY, INC                 | 11/13/2025   | Regular      | 0.00            | 1,470.00       | 65434  |
| 00361         | RUSTY ECK FORD INC                         | 11/13/2025   | Regular      | 0.00            | 1,352.72       | 65435  |
| 10008         | SCHAEFFER MANUFACTURING COMPANY            | 11/13/2025   | Regular      | 0.00            | 489.86         | 65436  |
| 00390         | SIRCHIE FINGERPRINT LABORATORY             | 11/13/2025   | Regular      | 0.00            | 46.42          | 65437  |
| 01062         | TYLER BUSINESS FORMS                       | 11/13/2025   | Regular      | 0.00            | 450.05         | 65438  |
| 10183         | WASTE MANAGEMENT                           | 11/13/2025   | Regular      | 0.00            | 1,473.33       | 65439  |
| 00457         | WEIS FIRE AND SAFETY EQUIPMENT CO INC      | 11/13/2025   | Regular      | 0.00            | 1,395.00       | 65440  |
| 10466         | WESTLAKE HARDWARE INC                      | 11/13/2025   | Regular      | 0.00            | 86.95          | 65441  |
| 00094         | WICHITA WATER CONDITIONING, INC.           | 11/13/2025   | Regular      | 0.00            | 346.38         | 65442  |
| 10493         | AMAZON                                     | 11/20/2025   | Regular      | 0.00            | 1,534.59       | 65448  |
| 00026         | ASSOCIATED MATERIAL & SUPPLY C             | 11/20/2025   | Regular      | 0.00            | 731.10         | 65449  |
| 00242         | BORDER STATES ELECTRIC                     | 11/20/2025   | Regular      | 0.00            | 963.05         | 65450  |
| 10499         | CENTER POINT, INC.                         | 11/20/2025   | Regular      | 0.00            | 50.94          | 65451  |
| 00092         | COX COMMUNICATIONS                         | 11/20/2025   | Regular      | 0.00            | 116.50         | 65452  |
| 00103         | DE LAGE LANDEN INC                         | 11/20/2025   | Regular      | 0.00            | 81.44          | 65453  |
| 00132         | FAIRBANK EQUIPMENT, INC.                   | 11/20/2025   | Regular      | 0.00            | 16.98          | 65454  |
| 09841         | FLOYD MICHAEL TYSON                        | 11/20/2025   | Regular      | 0.00            | 186.40         | 65455  |
| 00152         | GARNETT AUTO SUPPLY, INC.                  | 11/20/2025   | Regular      | 0.00            | 3,749.21       | 65456  |
| 00160         | GRAINGER, W.W. INC.                        | 11/20/2025   | Regular      | 0.00            | 3,453.76       | 65457  |
| 10757         | J & A TRAFFIC PRODUCTS                     | 11/20/2025   | Regular      | 0.00            | 101.41         | 65458  |
| 00217         | KANSAS ONE-CALL SYSTEM, INC.               | 11/20/2025   | Regular      | 0.00            | 236.74         | 65459  |
| 00220         | KANSAS POWER POOL                          | 11/20/2025   | Regular      | 0.00            | 288,189.04     | 65460  |
| 00266         | MCKEE CLEAR SERVICE SOLUTIONS INC          | 11/20/2025   | Regular      | 0.00            | 50.00          | 65461  |
| 01219         | MERIDIAN ANALYTICAL LABS LLC               | 11/20/2025   | Regular      | 0.00            | 80.00          | 65462  |
| 10022         | MIDWEST MOTOR SUPPLY CO. INC               | 11/20/2025   | Regular      | 0.00            | 176.06         | 65463  |
| 10500         | MIDWEST TAPE, LLC.                         | 11/20/2025   | Regular      | 0.00            | 541.86         | 65464  |
| 00280         | MORGAN-BULLEIGH INC                        | 11/20/2025   | Regular      | 0.00            | 365.00         | 65465  |
| 00283         | MULVANE COOPERATIVE UNION                  | 11/20/2025   | Regular      | 0.00            | 26,229.45      | 65466  |
| 00437         | PS ENTERPRISES LLC                         | 11/20/2025   | Regular      | 0.00            | 37.20          | 65467  |
| 00340         | QUILL CORPORATION                          | 11/20/2025   | Regular      | 0.00            | 359.19         | 65468  |
| 00354         | RND UNDERGROUND, INC.                      | 11/20/2025   | Regular      | 0.00            | 7,152.00       | 65469  |
| 00361         | RUSTY ECK FORD INC                         | 11/20/2025   | Regular      | 0.00            | 29.01          | 65470  |
| 00363         | S & G ASSOCIATES, INC                      | 11/20/2025   | Regular      | 0.00            | 288.00         | 65471  |
| 00386         | SHRED-IT US JV LLC                         | 11/20/2025   | Regular      | 0.00            | 25.63          | 65472  |
| 10753         | SPENCER FANE LLP                           | 11/20/2025   | Regular      | 0.00            | 3,500.00       | 65473  |
| 10598         | WORTH HYDROCHEM OF OKLA., INC              | 11/20/2025   | Regular      | 0.00            | 3,169.65       | 65474  |
| 00012         | AIRGAS USA, INC.                           | 11/26/2025   | Regular      | 0.00            | 58.62          | 65475  |
| 00015         | ALTEC INDUSTRIES, INC.                     | 11/26/2025   | Regular      | 0.00            | 259.23         | 65476  |
| 00022         | APAC-KANSAS, INC., - SHEARS DIVISION       | 11/26/2025   | Regular      | 0.00            | 538.97         | 65477  |
| 00463         | BERRY COMPANIES INC                        | 11/26/2025   | Regular      | 0.00            | 2,925.00       | 65478  |
| 10642         | BG PRODUCTS INC HOLDING COMPANY            | 11/26/2025   | Regular      | 0.00            | 558.24         | 65479  |
| 00051         | BRENNTAG SOUTHWEST, INC                    | 11/26/2025   | Regular      | 0.00            | 18,626.63      | 65480  |
| 00090         | CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. | 11/26/2025   | Regular      | 0.00            | 432.50         | 65481  |
| 00170         | CORE & MAIN                                | 11/26/2025   | Regular      | 0.00            | 1,484.32       | 65482  |
| 10223         | CRH COFFEE INC                             | 11/26/2025   | Regular      | 0.00            | 80.63          | 65483  |
| 00124         | EMERGENCY FIRE EQUIPMENT INC.              | 11/26/2025   | Regular      | 0.00            | 836.74         | 65484  |
| 00461         | EVERGY                                     | 11/26/2025   | Regular      | 0.00            | 631.01         | 65485  |
| 10547         | FIRST WIRELESS, INC.                       | 11/26/2025   | Regular      | 0.00            | 176.00         | 65486  |
| 00160         | GRAINGER, W.W. INC.                        | 11/26/2025   | Regular      | 0.00            | 48.44          | 65487  |
| 09929         | HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.     | 11/26/2025   | Regular      | 0.00            | 604.34         | 65488  |
| 10660         | IDEATEK TELCOM, LLC                        | 11/26/2025   | Regular      | 0.00            | 113.00         | 65489  |
| 00201         | J.P. COOKE CO                              | 11/26/2025   | Regular      | 0.00            | 95.95          | 65490  |
| 00233         | KANSASLAND TIRE CO. INC.                   | 11/26/2025   | Regular      | 0.00            | 1,002.00       | 65491  |
| 00247         | LABORATORY CORP OF AMERICA HOLDINGS        | 11/26/2025   | Regular      | 0.00            | 22.85          | 65492  |
| 00252         | LIFE-ASSIST, INC.                          | 11/26/2025   | Regular      | 0.00            | 1,674.43       | 65493  |
| 01219         | MERIDIAN ANALYTICAL LABS LLC               | 11/26/2025   | Regular      | 0.00            | 1,070.35       | 65494  |
| 00357         | MICHAEL J. ROBINSON                        | 11/26/2025   | Regular      | 0.00            | 591.35         | 65495  |
| 10707         | MOUNTAINLAND SUPPLY COMPANY                | 11/26/2025   | Regular      | 0.00            | 93.73          | 65496  |
| 00375         | PARKSON CORPORATION                        | 11/26/2025   | Regular      | 0.00            | 194.00         | 65497  |

Check Report

Date Range: 11/01/2025 - 11/30/2025

| Vendor Number | Vendor Name                       | Payment Date | Payment Type | Discount Amount | Payment Amount | Number     |
|---------------|-----------------------------------|--------------|--------------|-----------------|----------------|------------|
| 10371         | PB PARENT HOLDCO, LP              | 11/26/2025   | Regular      | 0.00            | 309.76         | 65498      |
| 09985         | PETER A. MACKINNEY                | 11/26/2025   | Regular      | 0.00            | 2,480.00       | 65499      |
| 00458         | PHILIP L. WEISER                  | 11/26/2025   | Regular      | 0.00            | 150.00         | 65500      |
| 00340         | QUILL CORPORATION                 | 11/26/2025   | Regular      | 0.00            | 631.38         | 65501      |
| 00361         | RUSTY ECK FORD INC                | 11/26/2025   | Regular      | 0.00            | 259.04         | 65502      |
| 10306         | RUUD CONCRETE LLC                 | 11/26/2025   | Regular      | 0.00            | 338.00         | 65503      |
| 00379         | SEDGWICK CO DIVISION OF FINANC    | 11/26/2025   | Regular      | 0.00            | 3,006.75       | 65504      |
| 00407         | SUMNER CO. SHERIFF                | 11/26/2025   | Regular      | 0.00            | 1,380.00       | 65505      |
| 09874         | SUMNER COUNTY TREASURER           | 11/26/2025   | Regular      | 0.00            | 314.86         | 65506      |
| 10250         | SUSAN DUTCHER                     | 11/26/2025   | Regular      | 0.00            | 310.00         | 65507      |
| 10695         | THOMAS D HINKLE                   | 11/26/2025   | Regular      | 0.00            | 1,012.46       | 65508      |
| 00397         | T-MOBILE                          | 11/26/2025   | Regular      | 0.00            | 268.56         | 65509      |
| 10366         | UNDERGROUND VAULTS & STORAGE, INC | 11/26/2025   | Regular      | 0.00            | 80.90          | 65510      |
| 00454         | WASHER SPECIALTIES COMPANY        | 11/26/2025   | Regular      | 0.00            | 148.32         | 65511      |
| 10466         | WESTLAKE HARDWARE INC             | 11/26/2025   | Regular      | 0.00            | 110.66         | 65512      |
| 00196         | INTRUST CARD CENTER               | 11/12/2025   | Bank Draft   | 0.00            | 9,612.49       | DFT0004377 |

Bank Code APBNK Summary

| Payment Type   | Payable Count | Payment Count | Discount    | Payment           |
|----------------|---------------|---------------|-------------|-------------------|
| Regular Checks | 159           | 128           | 0.00        | 509,170.52        |
| Manual Checks  | 0             | 0             | 0.00        | 0.00              |
| Voided Checks  | 0             | 2             | 0.00        | 0.00              |
| Bank Drafts    | 58            | 1             | 0.00        | 9,612.49          |
| EFT's          | 0             | 0             | 0.00        | 0.00              |
|                | <b>217</b>    | <b>131</b>    | <b>0.00</b> | <b>518,783.01</b> |

Check Report

Date Range: 11/01/2025 - 11/30/2025

| Vendor Number                        | Vendor Name               | Payment Date | Payment Type | Discount Amount | Payment Amount | Number     |
|--------------------------------------|---------------------------|--------------|--------------|-----------------|----------------|------------|
| <b>Bank Code: PYBNK-PAYROLL-POOL</b> |                           |              |              |                 |                |            |
| 01016                                | KANSAS PAYMENT CENTER     | 11/07/2025   | Regular      | 0.00            | 637.45         | 65375      |
| 01018                                | AXA EQUITABLE - EQUI-VEST | 11/06/2025   | Regular      | 0.00            | 6,960.00       | 65402      |
| 00079                                | CITY OF MULVANE           | 11/06/2025   | Regular      | 0.00            | 2,479.57       | 65403      |
| 00106                                | DELTA DENTAL OF KANSAS    | 11/13/2025   | Regular      | 0.00            | 5,399.83       | 65443      |
| 01012                                | AFLAC                     | 11/21/2025   | Regular      | 0.00            | 273.26         | 65444      |
| 01016                                | KANSAS PAYMENT CENTER     | 11/21/2025   | Regular      | 0.00            | 637.45         | 65445      |
| 01022                                | LEGAL SHIELD              | 11/21/2025   | Regular      | 0.00            | 324.90         | 65446      |
| 01018                                | AXA EQUITABLE - EQUI-VEST | 11/26/2025   | Regular      | 0.00            | 6,960.00       | 65513      |
| 00079                                | CITY OF MULVANE           | 11/26/2025   | Regular      | 0.00            | 2,479.57       | 65514      |
| 01021                                | KPERS                     | 11/07/2025   | Bank Draft   | 0.00            | 24,481.45      | DFT0004371 |
| 01021                                | KPERS                     | 11/07/2025   | Bank Draft   | 0.00            | 11,523.15      | DFT0004372 |
| 01026                                | IRS                       | 11/07/2025   | Bank Draft   | 0.00            | 26,536.10      | DFT0004373 |
| 01026                                | IRS                       | 11/07/2025   | Bank Draft   | 0.00            | 18,855.86      | DFT0004374 |
| 01031                                | KANSAS DEPT OF REVENUE    | 11/07/2025   | Bank Draft   | 0.00            | 10,167.11      | DFT0004375 |
| 01026                                | IRS                       | 11/07/2025   | Bank Draft   | 0.00            | 6,206.08       | DFT0004376 |
| 01021                                | KPERS                     | 11/21/2025   | Bank Draft   | 0.00            | 737.69         | DFT0004381 |
| 01021                                | KPERS                     | 11/21/2025   | Bank Draft   | 0.00            | 26,919.47      | DFT0004382 |
| 01021                                | KPERS                     | 11/21/2025   | Bank Draft   | 0.00            | 10,864.62      | DFT0004383 |
| 01026                                | IRS                       | 11/21/2025   | Bank Draft   | 0.00            | 27,532.44      | DFT0004385 |
| 01026                                | IRS                       | 11/21/2025   | Bank Draft   | 0.00            | 19,905.60      | DFT0004386 |
| 01031                                | KANSAS DEPT OF REVENUE    | 11/21/2025   | Bank Draft   | 0.00            | 10,605.01      | DFT0004387 |
| 01026                                | IRS                       | 11/21/2025   | Bank Draft   | 0.00            | 6,439.18       | DFT0004388 |

Bank Code PYBNK Summary

| Payment Type   | Payable Count | Payment Count | Discount    | Payment           |
|----------------|---------------|---------------|-------------|-------------------|
| Regular Checks | 20            | 9             | 0.00        | 26,152.03         |
| Manual Checks  | 0             | 0             | 0.00        | 0.00              |
| Voided Checks  | 0             | 0             | 0.00        | 0.00              |
| Bank Drafts    | 13            | 13            | 0.00        | 200,773.76        |
| EFT's          | 0             | 0             | 0.00        | 0.00              |
|                | <b>33</b>     | <b>22</b>     | <b>0.00</b> | <b>226,925.79</b> |

### All Bank Codes Check Summary

| Payment Type   | Payable Count | Payment Count | Discount    | Payment           |
|----------------|---------------|---------------|-------------|-------------------|
| Regular Checks | 179           | 137           | 0.00        | 535,322.55        |
| Manual Checks  | 0             | 0             | 0.00        | 0.00              |
| Voided Checks  | 0             | 2             | 0.00        | 0.00              |
| Bank Drafts    | 71            | 14            | 0.00        | 210,386.25        |
| EFT's          | 0             | 0             | 0.00        | 0.00              |
|                | <b>250</b>    | <b>153</b>    | <b>0.00</b> | <b>745,708.80</b> |

### Fund Summary

| Fund | Name           | Period  | Amount            |
|------|----------------|---------|-------------------|
| 999  | Pool Cash Fund | 11/2025 | 745,708.80        |
|      |                |         | <b>745,708.80</b> |

Approved

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Date

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