

MULVANE CITY COUNCIL
REGULAR MEETING AGENDA
Monday, August 5, 2024

| | Pages |
|--|----------------|
| Call Regular Meeting to Order | |
| Roll Call | |
| Pledge of Allegiance | |
| Approval of Regular Meeting Minutes dated July 15, 2024 | 2-6 |
| Correspondence | |
| Public Comments (State Name and Address – 5 minutes) | |
| Appointments, Awards and Citations | |
| OLD BUSINESS: | |
| 1. Public Hearing and Approval of City of Mulvane 2025 Budget – Austin St. John | 7-30 |
| 2. Resolution Authorizing a Special Event on City Property – Joel Pile | 31-36 |
| 3. Authorize Prepayment of MHA USDA Loan – J. T. Klaus | 37 |
| NEW BUSINESS: | |
| 1. Naming of Park Located in Country Walk – Kevin Cardwell & Steve Nichols | 38-42 |
| 2. Electric Generation Motor Repair – Jacob Coy | 43-57 |
| 3. Transient Guest Tax Request from the Kansas Star Casino – Austin St. John | 58-61 |
| 4. Amending Ordinance Regarding Hours of Operation of City Hall – Austin St. John | 62-67 |
| ENGINEER: | |
| 1. Project Review and Update – Chris Young | 68 |
| LAND BANK: | 69-79 |
| 1. Approval of Land Bank Minutes dated 6-3-24 and 7-1-24 | |
| 2. Public Hearing and Approval of the Mulvane Land Bank 2025 Budget | |
| 3. Approval of to pay invoice of \$57.20 for budget hearing publication in the Mulvane News. | |
| MULVANE HOUSING AUTHORITY: | 80-121 |
| 1. Approval of MHA Minutes dated 4-1-24 | |
| 2. Real Estate Purchase Agreement for 605 E. Main – J. T. Klaus | |
| CITY STAFF: | |
| City Clerk | |
| City Administrator | |
| City Attorney | |
| 1. Executive Session – Attorney-Client Relationship | 122 |
| CONSENT AGENDA: | 123-135 |
| 1. Payroll Dated 7/19/24 - \$267,148.23 | |
| 2. Payroll Dated 8/2/24 – \$256,220.53 | |
| 3. City Utility Bills for June - \$24,566.61 | |
| 4. Chemical Purchase from Brenntag for WWTP - \$39,200.00 | |
| 5. Purchase of IR Pump from Fluid Equipment for WWTP - \$14,952.02 | |
| 6. CMB License for Iron Jacket BBQ, LLC | |
| ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS: | |
| Next City Council Meeting – Monday, August 19, 2024 – 6:00 p.m. | |
| ADJOURNMENT: | |

**MULVANE CITY COUNCIL
REGULAR MEETING MINUTES**

July 15, 2024

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, Tim Huntley, Todd Leeds, Grant Leach.

OTHERS PRESENT: Austin St. John, Debra Parker, J. T. Klaus, Chris Young, Joel Pile, Gordon Fell, Mike Robinson, Malissa Long, Wesley Bell, Hannah Bell, Shanna Smith-Ritterhouse, Derek Mason, Carmen Wathen, Michael Pickels, Julie Zeka, Jay Taylor, Amanda Taylor, Members of Scout Troop 888, and other interested citizens.

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

APPROVAL OF REGULAR MEETING MINUTES:

MOTION by Leeds, second by Huntley to approve the Regular meeting minutes dated July 1, 2024.

MOTION approved unanimously.

CORRESPONDENCE: Mayor Allen met with some senior citizens and answered questions about the parade route and access to the Senior Center.

PUBLIC COMMENTS: None

APPOINTMENTS, AWARDS AND CITIATIONS:

1. 10 Year Service Award:

Mayor Allen presented Wesley Bell, from the Public Works Department, with a 10-year service award and thanked him for his service.

OLD BUSINESS

1. Ordinance Amending the City Code to Increase the Library Mill Levy:

On April 15, 2019, the City adopted Ordinance No. 1514 which established a library mill levy limit of five (5) mills.

At the July 1, 2024, City Council meeting, Library Director, Shanna Smith-Ritterhouse requested an increase in the 5-mill cap to 6.75 mills. The City Council made a motion to instruct the City Attorney to prepare an ordinance amending the City Code to raise the Library's mill levy cap to 6.75.

MOTION by Leeds, second by Leach to adopt and approve Ordinance No. 1583 amending the mill levy limitation for library purposes for the City of Mulvane.

MOTION approved unanimously.

NEW BUSINESS

1. Transient Guest Tax Request – Doc Sunback Film Festival:

Mulvane Community Foundation Director, Malissa Long, requested transient guest tax funds in the amount of \$2,000 for the 8th annual Doc Sunback Film Festival, being held on July 19th and 20th. Film cast and crew from all over the state and US will come to share their work with our community. Long advised they were changing it to a pay what you can festival.

MOTION by Huntley, second by Leach to authorize the City Administrator to approve the 2024 request from the Doc Sunback Film Festival for transient guest tax funds in the amount of \$2,000. MOTION approved unanimously.

2. Old Settler’s Special Event Designation:

Planning & Zoning Director, Joel Pile, presented this item to the council. The 151st Annual Mulvane Old Settlers Celebration (MOS) will be held August 23-25, 2024. On Friday, August 23 & Saturday, August 24, 2024, the City, Chamber of Commerce, Twin Valley and Kansas Star Casino will jointly sponsor two Downtown Street Dances. The Mulvane Chamber of Commerce has made application to the City for a “Special Event” to offer for sale, sell, and serve alcoholic liquor and cereal malt beverages on Friday, August 23 & Saturday, August 24, 2024 from 12:00 noon to 12:00 midnight each day in a designated area consisting of the 200 block of West Main Street east to and including portions of 4th Street, Prather Street, Nessly Auto Park, Main Street Park and Cobb Family Historical Park.

The Special Event Premises includes public property owned by the City which requires a designation of a “Special Event” to allow the consumption of alcoholic beverages under Section 600.150 and Section 600.180 of the Code of the City of Mulvane. City Code makes provision for the issuance of temporary permits but does not normally allow the consumption of any alcoholic liquor or cereal malt beverage on public property within the City, except during “Special Events” of a specified time, place, and duration, upon approval by the governing body of the City.

Any and each applicant requesting a Temporary Event License shall pay the City, at the time of application, the required license tax (\$25 per day) as provided for in Section 100.240 of the Code of the City of Mulvane. In addition, per K.S.A. 41-1201 each applicant must electronically submit a state fee of \$25 per day for a State Temporary Event License. Both a City Temporary License and Kansas Temporary Permit are required to offer for sale, sell and serve on the Special Event Premises.

The Special Event was also requested last year. This year the request includes two (2) nights with expansion of the designated area and hours. The Council asked questions about enforcing the boundaries. Pile advised signs would be posted. Chamber volunteers and police officers will be aware of the boundaries to help with enforcement. It was also noted that First St. will be closed.

MOTION by Leeds, second by Leach to instruct the City Attorney to prepare a resolution for consideration at the August 5th City Council meeting which would authorize a Special Event Premises on public property in connection with the community’s Old Settlers Celebration for the sale and service of alcoholic liquor and cereal malt liquor within the city limits and closes portions of Main Street, 4th Street and Prather Street to vehicular traffic during the specified Special Event. MOTION approved unanimously.

3. Consideration to Sell City Property:

Planning and Zoning Director, Joel Pile, reviewed this item with the council. For several years, the condition of the property located at 616 W. Bridge had prompted many nuisance complaints. On June 8, 2023, the City purchased the property for \$5,000. On June 19, 2023, the City Council approved the low bid from H. Excavation, LLC in the amount of \$17,500 to demolish the structure at 616 W. Bridge.

According to Sumner County records the 2024 appraised value of the property is \$16,950. Unless the City applies for and receives a qualifying property tax exemption, each year the City must pay property taxes on the property and continue to mow and maintain the vacant lot. Staff suggested offering each of the adjoining property owners on Bridge Street the first opportunity to purchase the two (2) lots which adjoin their respective properties for \$8,475. If neither property owner accepts the offer to purchase the lots within thirty (30) days, then the City can advertise and entertain offers from anyone interested in purchasing the property.

Pile advised that the property is in a flood plain, so the use of the property or any improvements to the property would be restricted. Pile advised there is no current or future use of the property that would benefit the City.

MOTION by Huntley, second by Gerber to instruct staff to offer each of the adjoining property owners on Bridge Street the first opportunity to purchase the two (2) lots which adjoin their respective properties for \$8,475. If neither property owner accepts the offer to purchase within 30 days, advertise and entertain offers from anyone interested in purchasing the property.

MOTION approved unanimously.

4. Vehicle Purchase for City Administrator:

City Administrator, Austin St. John, reviewed this item with the council. The City Council hired St. John in October of last year. At that time, he was asked to find a suitable administrative vehicle. The City is currently providing a vehicle allowance until a vehicle can be found.

St. John reviewed different ways to order/purchase vehicles for the City which included ordering in a Fleet ordering time period, ordering through the normal customer process, ordering using a state contract, or purchasing a vehicle straight off the lot. After considering all the options, and looking at available vehicles, St John is proposing the purchase of a fully electric vehicle instead of an internal combustion engine or hybrid.

Two quotes were received for electric vehicles. One is a 2024 Chevy Equinox EV with a price of \$47,248 and the other is a 2023 Ford Mustang Mach E with a price of \$53,138. The 2024 Chevy Equinox has an advertised battery range of 319 miles, compared to the advertised battery range of the 2023 Ford Mach E of 290 miles. Both vehicles have a comparative warranty of 8 years/100,000 miles on the battery components and 3 years/36,000 miles bumper to bumper. The Chevy also comes with roadside assistance of 5 years/60,000 miles and towing of 8 years/100,000 miles.

Some of the benefits of purchasing an electric vehicle include - Cost Savings on Fuel, Reduced Maintenance Costs, and Energy Efficiency. An EV would allow us to utilize our own electric utility. The city would need to install a standard 110 volt or 220 volt plug on the exterior of City Hall. The vehicle would require a heavier duty set of tires due to the increased weight of the vehicle compared to an internal combustion engine vehicle.

MOTION by Leeds, second by Leach to approve the purchase of the 2024 Chevy Equinox EV for \$47,248.

MOTION approved unanimously.

ENGINEER

1. Project Review and Update:

Phase 3 Main “A” Sanitary Sewer – Prepared cost opinions and staff memos for Phase 3 sanitary sewer improvements. Prepared preliminary concept layouts for replacing the Styx Creek Reinforced Concrete Box (RCB) culvert at Prather St.

GIS Mapping – Prepared CAD base map updates to include Nottingham, Hidden Valley, Harvest Point, and Emerald Valley 2nd Addition subdivisions, including record utility data for water, sanitary sewers, and storm sewers. Transferred CAD file and all ArcGIS files to GIS consultant.

Phase 1 Harvest Point Addition Infrastructure – The Contractor has completed shop drawings submittals and is scheduled to mobilize the site over the next 2 weeks. Preliminary street plans have been prepared and sent to Public Works for review.

Emerald Valley Estates 2nd Addition – Prepared preliminary design layouts for streets, sanitary sewers, storm sewers, detention pond, site grades, and street spot elevations.

West Main Street Drainage Improvements – Design plans and specifications have been completed. Bid documents are ready for advertising. City staff is coordinating work schedules to ensure the drainage project does not interfere with the Old Settler’s Festival.

CITY STAFF

City Clerk:

League of Kansas Municipalities Annual Conference - The annual conference will be October 10-12, 2024, at the Hyatt Regency Hotel in Wichita, Kansas. Registration is now open. The City Clerk will register anyone who wishes to attend.

City Administrator:

City Administrator, Austin St. John, recommended going to the League Annual Conference. This provides a good opportunity to learn, and the conference will be held in Wichita. Mayor Allen also recommended attending the conference. The conference provides opportunities for networking and to speak with different vendors.

St. John reviewed the June Financial Report.

There were several members of Scout Troop 888 in attendance. Mayor Allen asked if they had anything they wished to share with the City Council. The scouts are working on a merit badge and were in attendance to observe and take notes. Mayor Allen thanked them for coming.

City Attorney: None

CONSENT AGENDA ITEMS:

MOTION by Huntley, second by Gerber to approve consent agenda items 1-3.

1. Payroll Dated 7/5/24 - \$271,424.32
2. Warrant Register - \$939,097.83
3. Purchase of Road Oil from Vance Brothers - \$28,370.00

MOTION approved unanimously.

ANNOUNCEMENTS, MEETINGS, AND NEXT AGENDA ITEMS:

No Council Workshop for July.

Next City Council Meeting – Monday, August 5, 2024 – 6:00 p.m.

ADJOURNMENT:

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

MOTION approved unanimously at 6:32 p.m.

Minutes by:
Debra M. Parker, City Clerk

August 5, 2024
City Council Meeting

TO: Mayor & City Council

FR: City Staff

RE: 2025 Annual Budget

ACTION: Hold Public Hearing for the 2025 Budget and Adopt Annual Budget

MOTION to recess the City Council meeting for a period not to exceed ____ minutes for the purpose of conducting a public hearing regarding the 2025 proposed annual City budget.

- Listen to comments from the citizens regarding the proposed 2025 annual City budget.
- Close the public hearing.

MOTION by _____, second by _____ to reconvene the regular City Council meeting.

- Council Discussion

MOTION by _____, second by _____ to approve the 2025 annual City budget as provided.

All council members present sign the 2025 annual budget Certificate page (1 original needed).

City of Mulvane

Allocation of MV, RV, 16/20M, Commercial Vehicle, and Watercraft Tax Estimates

| Budgeted Fund for 2024 | Ad Valorem Levy Tax Year 2023 | Allocation for Year 2025 | | | | |
|---------------------------|----------------------------------|--------------------------|-------|------------|----------|------------|
| | | MVT | RVT | 16/20M Veh | Comm Veh | Watercraft |
| General | 2,666,400 | 150,683 | 2,598 | 361 | 310 | 1,715 |
| Debt Service | 716,704 | 40,502 | 698 | 97 | 83 | 461 |
| Library | 522,136 | 29,507 | 508 | 71 | 61 | 336 |
| Employee Benefits | 2,060,140 | 116,422 | 2,006 | 279 | 240 | 1,326 |
| Industrial Development | 1,522 | 86 | 1 | 0 | 0 | 1 |
| Capital Improvements | 12,441 | 703 | 12 | 2 | 1 | 8 |
| Special Liability | 4,313 | 244 | 4 | 1 | 1 | 3 |
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| TOTAL | 5,983,656 | 338,147 | 5,827 | 811 | 696 | 3,850 |

| | | | | | | |
|--|----------------|----------------|----------------|----------------|----------------|--|
| County Treas Motor Vehicle Estimate | <u>338,147</u> | | | | | |
| County Treas Recreational Vehicle Estimate | | <u>5,827</u> | | | | |
| County Treas 16/20M Vehicle Estimate | | | <u>811</u> | | | |
| County Treas Commercial Vehicle Tax Estimate | | | | <u>696</u> | | |
| County Treas Watercraft Tax Estimate | | | | | <u>3,850</u> | |
| Motor Vehicle Factor | <u>0.05651</u> | | | | | |
| Recreational Vehicle Factor | | <u>0.00097</u> | | | | |
| 16/20M Vehicle Factor | | | <u>0.00014</u> | | | |
| Commercial Vehicle Factor | | | | <u>0.00012</u> | | |
| Watercraft Factor | | | | | <u>0.00064</u> | |

Schedule of Transfers

| Expenditure Fund Transferred From: | Receipt Fund Transferred To: | Actual Amount for 2023 | Current Amount for 2024 | Proposed Amount for 2025 | Transfers Authorized by Statute |
|--|------------------------------------|------------------------------|-------------------------------|--------------------------------|---------------------------------------|
| General Fund | Sr. Center | 27,500 | 80,000 | 80,000 | KSA 12-1680 |
| General Fund | Swimming Pool | 110,000 | 110,000 | 135,000 | KSA 12-1303 |
| Electric Fund | General Fund | 0 | 0 | 550,000 | KSA 12-825d |
| Electric Fund | Utility Reserve | 0 | 0 | 20,000 | KSA 12-825d |
| Water Fund | Utility Reserve | 0 | 0 | 15,000 | KSA 12-825d |
| Wastewater Fund | Utility Reserve | 0 | 0 | 15,000 | KSA 12-825d |
| General Fund | Municipal Equip. Reserve | 0 | 0 | 10,000 | KSA 12-1,117 |
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| Totals | | 137,500 | 190,000 | 825,000 | |
| Adjustments* | | | | | |
| Adjusted Totals | | 137,500 | 190,000 | 825,000 | |

*Note: Adjustments are required only if the transfer is being made in 2024 and/or 2025 from a non-budgeted fund.

STATEMENT OF INDEBTEDNESS

| Type of Debt | Date of Issue | Date of Retirement | Interest Rate % | Amount Issued | Beginning Amount Outstanding Jan 1, 2024 | Date Due | | Amount Due 2024 | | Amount Due 2025 | |
|----------------------------|---------------|--------------------|-----------------|---------------|--|----------|-----------|-----------------|------------------|-----------------|------------------|
| | | | | | | Interest | Principal | Interest | Principal | Interest | Principal |
| General Obligation: | | | | | | | | | | | |
| Series A, 2016 | 8/1/2016 | 9/1/2027 | Variable | 7,930,000 | 3,130,000 | 3/1 | 9/1 | 102,900 | 1,000,000 | 72,900 | 1,030,000 |
| Berles B, 2016 | 11/15/2016 | 9/1/2026 | Variable | 4,485,000 | 200,000 | 3/1 | 9/1 | 6,500 | 110,000 | 4,300 | 115,000 |
| Series A, 2018 | 12/28/2018 | 9/1/2034 | Variable | 2,205,000 | 1,590,000 | 3/1 | 9/1 | 54,655 | 130,000 | 52,455 | 140,000 |
| Series A, 2019 | 7/9/2019 | 9/1/2034 | Variable | 8,510,000 | 6,015,000 | 3/1 | 9/1 | 242,600 | 665,000 | 209,350 | 700,000 |
| Series A, 2021 | 2/11/2021 | 9/1/2026 | Variable | 3,780,000 | 1,620,000 | 3/1 | 9/1 | 51,000 | 930,000 | 32,400 | 975,000 |
| Series B, 2021 | 6/24/2021 | 9/1/2036 | Variable | 2,730,000 | 2,730,000 | 3/1 | 9/1 | 54,962 | 0 | 54,962 | 0 |
| Series A, 2022 | 7/14/2022 | 9/1/2027 | Variable | 2,525,000 | 1,555,000 | 3/1 | 9/1 | 103,250 | 510,000 | 77,750 | 550,000 |
| Series B, 2022 | 7/14/2022 | 9/1/2042 | Variable | 2,125,000 | 1,990,000 | 3/1 | 9/1 | 82,600 | 75,000 | 79,600 | 80,000 |
| Total G.O. Bonds | | | | | 18,830,000 | | | 698,467 | 3,420,000 | 583,717 | 3,590,000 |
| Revenue Bonds: | | | | | | | | | | | |
| Other: | | | | | 0 | | | 0 | 0 | 0 | 0 |
| PMIB #1, 2022 | 5/25/2022 | 5/25/2026 | 0.29 | 989,990 | 746,784 | 5/25 | 5/25 | 2,145 | 247,497 | 1,430 | 247,497 |
| PMIB #2, 2022 | 9/2/2022 | 9/2/2026 | 1.43 | 1,142,756 | 881,579 | 9/2 | 9/2 | 12,256 | 285,689 | 870 | 285,689 |
| PMIB #3, 2024 | 1/25/2024 | 1/25/2028 | 4.83 | 1,460,205 | 0 | 1/25 | 1/25 | 0 | 0 | 70,513 | 365,051 |
| PMIB #4, 2024 | 6/5/2024 | 6/5/2024 | 4.69 | 1,464,284 | 0 | 6/5 | 6/5 | 0 | 0 | 68,631 | 366,071 |
| Total Revenue Bonds | | | | | 0 | | | 0 | 0 | 0 | 0 |
| Total Other | | | | | | | | 14,401 | 533,186 | 141,444 | 1,264,308 |
| Total Indebtedness | | | | | 20,458,363 | | | 712,868 | 3,953,186 | 725,161 | 4,854,308 |

**WORKSHEET FOR STATE GRANT-IN-AID TO PUBLIC LIBRARIES AND
REGIONAL LIBRARY SYSTEMS**

Budgeted Year: 2025

Library found in: City of Mulvane
Sedgwick County

As provided in KSA 75-2553 *et seq.*, two tests are used to determine eligibility for State Library Grant. If the grant is approved, then the municipality's library will be paid the grant on February 15 of each year.

First test:

| | Current Year | Proposed Year |
|----------------------------|------------------|---------------|
| | <u>2024</u> | <u>2025</u> |
| Ad Valorem Tax | \$522,136 | \$562,552 |
| Delinquent Tax | \$28,000 | \$0 |
| Motor Vehicle Tax | \$500 | \$29,507 |
| Recreational Vehicle Tax | \$75 | \$508 |
| 16/20M Vehicle Tax | <u>\$145,739</u> | <u>\$71</u> |
| TOTAL TAXES | \$696,450 | \$592,638 |
| Difference in Total Taxes: | (\$103,812) | |
| Qualify for grant: | Not Qualify | |

Second test:

| | | |
|----------------------------------|---------|--------------|
| Assessed Valuation | ##### | \$83,343,196 |
| Did Assessed Valuation Decrease? | Yes | |
| Levy Rate | 5 | 6.750 |
| Difference in Levy Rate: | 1.750 | |
| Qualify for grant: | Qualify | |

Overall does the municipality qualify for a grant? **Qualify**

If the municipality would not have qualified for a grant, please see the below narrative for assistance from

City of Mulvane

2025

| Adopted Budget General Fund - Detail Expend | Prior Year Actual for 2023 | Current Year Estimate for 2024 | Proposed Budget Year for 2025 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Expenditures: | | | |
| Administration | | | |
| Salaries | 476,997 | 523,700 | 594,150 |
| Contractual | 75,681 | 110,100 | 129,600 |
| Commodities | 56,694 | 64,000 | 82,500 |
| Capital Outlay | 229,457 | 517,000 | 534,000 |
| Transfer Out | 137,500 | 190,000 | 225,000 |
| PMIB Loan Payments | 552,389 | 750,000 | 1,500,000 |
| Total | 1,528,718 | 2,154,800 | 3,065,250 |
| Public Works | | | |
| Salaries | 690,329 | 732,370 | 773,035 |
| Contractual | 96,904 | 104,000 | 103,000 |
| Commodities | 145,367 | 190,000 | 190,000 |
| Capital Outlay | 6,535 | 35,000 | 35,000 |
| Total | 939,135 | 1,061,370 | 1,101,035 |
| Police | | | |
| Salaries | 1,201,675 | 1,570,500 | 1,602,296 |
| Contractual | 245,417 | 288,000 | 303,000 |
| Commodities | 215,498 | 265,800 | 250,100 |
| Capital Outlay | 145,467 | 210,000 | 490,000 |
| Grant Expenses | 111,568 | | |
| Total | 1,919,625 | 2,334,300 | 2,645,396 |
| EMS | | | |
| Salaries | 1,083,094 | 1,281,562 | 1,307,890 |
| Contractual | 149,059 | 168,600 | 161,600 |
| Commodities | 112,286 | 148,350 | 153,350 |
| Capital Outlay | 27,650 | 60,000 | 107,500 |
| Total | 1,372,089 | 1,658,512 | 1,730,340 |
| Fire | | | |
| Salaries | 254,471 | 291,628 | 328,488 |
| Contractual | 60,773 | 85,600 | 70,600 |
| Commodities | 70,208 | 82,400 | 76,100 |
| Capital Outlay | 76,451 | 85,000 | 130,000 |
| Grant Expenses | 293,141 | | |
| Total | 755,044 | 544,628 | 605,188 |
| Planning & Zoning | | | |
| Salaries | 51,344 | 45,000 | 45,000 |
| Contractual | 8,573 | 13,350 | 81,500 |
| Commodities | 6,415 | 11,400 | 14,850 |
| Capital Outlay | 1,686 | 7,500 | 8,000 |
| Total | 68,018 | 77,250 | 149,350 |
| Bindweed | | | |
| Salaries | | | |
| Contractual | | | |
| Commodities | 461 | 500 | 500 |
| Capital Outlay | | | |
| Total | 461 | 500 | 500 |
| | | | |
| Salaries | | | |
| Contractual | | | |
| Commodities | | | |
| Capital Outlay | | | |
| Total | 0 | 0 | 0 |
| Page Total | 6,583,090 | 7,831,360 | 9,297,059 |

City of Mulvane

2025

| Adopted Budget General Fund - Detail Page 2 | Prior Year Actual for 2023 | Current Year Estimate for 2024 | Proposed Budget Year for 2025 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Expenditures: | | | |
| Salaries | | | |
| Contractual | | | |
| Commodities | | | |
| Capital Outlay | | | |
| Total | 0 | 0 | 0 |

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|----------------|---|---|---|
| Salaries | | | |
| Contractual | | | |
| Commodities | | | |
| Capital Outlay | | | |
| Total | 0 | 0 | 0 |

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| Salaries | | | |
| Contractual | | | |
| Commodities | | | |
| Capital Outlay | | | |
| Total | 0 | 0 | 0 |

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| Salaries | | | |
| Contractual | | | |
| Commodities | | | |
| Capital Outlay | | | |
| Total | 0 | 0 | 0 |

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| Contractual | | | |
| Commodities | | | |
| Capital Outlay | | | |
| Total | 0 | 0 | 0 |

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| Salaries | | | |
| Contractual | | | |
| Commodities | | | |
| Capital Outlay | | | |
| Total | 0 | 0 | 0 |

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| Salaries | | | |
| Contractual | | | |
| Commodities | | | |
| Capital Outlay | | | |
| Total | 0 | 0 | 0 |

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| Salaries | | | |
| Contractual | | | |
| Commodities | | | |
| Capital Outlay | | | |
| Total | 0 | 0 | 0 |

| | | | |
|---------------|-----------|-----------|-----------|
| Page 2 -Total | 0 | 0 | 0 |
| Page 1 -Total | 6,583,090 | 7,831,360 | 9,297,059 |
| Grand Total | 6,583,090 | 7,831,360 | 9,297,059 |

(Note: Should agree with general sub-totals.)

City of Mulvane

2025

FUND PAGE FOR FUNDS WITH A TAX LEVY

| Adopted Budget Debt Service | Prior Year Actual for 2023 | Current Year Estimate for 2024 | Proposed Budget Year for 2025 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Unencumbered Cash Balance Jan 1 | 427,818 | 105,854 | 61,324 |
| Receipts: | | | |
| Ad Valorem Tax | 410,918 | 716,704 | XXXXXXXXXXXXXXXXXX |
| Delinquent Tax | 3,650 | 3,860 | 0 |
| Motor Vehicle Tax | 35,608 | 33,000 | 40,502 |
| Recreational Vehicle Tax | 614 | 650 | 698 |
| 16/20M Vehicle Tax | 94 | 89 | 97 |
| Commercial Vehicle Tax | 71 | 166 | 83 |
| Watercraft Tax | 202 | 400 | 461 |
| Special Assessments | 2,009,084 | 1,975,000 | 1,985,023 |
| PMIB Loan Proceeds | | 336,007 | 0 |
| Interest on Idle Funds | 14,188 | 13,387 | 0 |
| Neighborhood Revitalization Rebate | -861 | -972 | -5 |
| Miscellaneous | | -336,007 | |
| Does miscellaneous exceed 10% of Total Rec | | | |
| Total Receipts | 2,472,968 | 2,742,284 | 2,026,861 |
| Resources Available: | 2,900,786 | 2,848,138 | 2,088,185 |
| Expenditures: | | | |
| Bond Principal | 2,208,611 | 2,287,571 | 2,387,650 |
| Bond Interest | 586,321 | 499,243 | 422,891 |
| | | | |
| | | | |
| | | | |
| | | | |
| Cash Reserve (2025 column) | 0 | | 15,000 |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Exp | | | |
| Total Expenditures | 2,794,932 | 2,786,814 | 2,825,541 |
| Unencumbered Cash Balance Dec 31 | 105,854 | 61,324 | XXXXXXXXXXXXXXXXXX |
| 2023/2024/2025 Budget Authority Amount: | 2,809,934 | 2,801,814 | 2,825,541 |
| Non-Appropriated Balance | | | |
| Total Expenditure/Non-Appr Balance | | | 2,825,541 |
| Tax Required | | | |
| | | | 737,356 |
| Delinquent Comp Rate: 0.0% | | | |
| | | | 0 |
| Amount of 2024 Ad Valorem Tax | | | |
| | | | 737,356 |

| Adopted Budget Library | Prior Year Actual for 2023 | Current Year Estimate for 2024 | Proposed Budget Year for 2025 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Unencumbered Cash Balance Jan 1 | 135,905 | 9,410 | 9,765 |
| Receipts: | | | |
| Ad Valorem Tax | 363,838 | 522,136 | XXXXXXXXXXXXXXXXXX |
| Delinquent Tax | 2,654 | 1,107 | 0 |
| Motor Vehicle Tax | 32,807 | 28,000 | 29,507 |
| Recreational Vehicle Tax | 569 | 500 | 508 |
| 16/20M Vehicle Tax | 75 | 75 | 71 |
| Commercial Vehicle Tax | 65 | 137 | 61 |
| Watercraft Tax | 187 | 300 | 336 |
| PMIB Loan Proceeds | | 145,739 | |
| | | | |
| | | | |
| Interest on Idle Funds | | | |
| Neighborhood Revitalization Rebate | -716 | -709 | 0 |
| Miscellaneous | | -145,739 | |
| Does miscellaneous exceed 10% of Total Rec | | | |
| Total Receipts | 399,479 | 551,546 | 30,483 |
| Resources Available: | 535,384 | 560,956 | 40,248 |
| Expenditures: | | | |
| Appropriations | 525,974 | 551,191 | 602,800 |
| | | | |
| | | | |
| | | | |
| | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Exp | | | |
| Total Expenditures | 525,974 | 551,191 | 602,800 |
| Unencumbered Cash Balance Dec 31 | 9,410 | 9,765 | XXXXXXXXXXXXXXXXXX |
| 2023/2024/2025 Budget Authority Amount: | 5,267,000 | 551,900 | 602,800 |
| Non-Appropriated Balance | | | |
| Total Expenditure/Non-Appr Balance | | | 602,800 |
| Tax Required | | | |
| | | | 562,552 |
| Delinquent Comp Rate: 0.0% | | | |
| | | | 0 |
| Amount of 2024 Ad Valorem Tax | | | |
| | | | 562,552 |

CPA Summary

City of Mulvane

2025

FUND PAGE FOR FUNDS WITH A TAX LEVY

| Adopted Budget | Prior Year | Current Year | Proposed Budget |
|--|------------------|------------------------------------|----------------------|
| Employee Benefits | Actual for 2023 | Estimate for 2024 | Year for 2025 |
| Unencumbered Cash Balance Jan 1 | 699,638 | 478,235 | 392,434 |
| Receipts: | | | |
| Ad Valorem Tax | 1,408,805 | 2,060,140 | XXXXXXXXXXXXXXXXXXXX |
| Delinquent Tax | 7,782 | 3,740 | 0 |
| Motor Vehicle Tax | 145,942 | 90,000 | 116,422 |
| Recreational Vehicle Tax | 2,580 | 1,700 | 2,006 |
| 16/20M Vehicle Tax | 96 | 320 | 279 |
| Commercial Vehicle Tax | 300 | 443 | 240 |
| Watercraft Tax | 856 | 800 | 1,326 |
| Spousal Reimbursement | 17,100 | 8,000 | 8,000 |
| PMB Loan Proceeds | | 434,182 | |
| Interest on Idle Funds | 8,038 | 12,000 | 8,000 |
| Neighborhood Revitalization Rebate | -2,296 | -2,794 | -13 |
| Miscellaneous | | -434,182 | |
| Does miscellaneous exceed 10% of Total Rec | | | |
| Total Receipts | 1,589,203 | 2,174,349 | 136,260 |
| Resources Available: | 2,288,841 | 2,652,584 | 528,694 |
| Expenditures: | | | |
| Administration | 259,502 | 397,850 | 453,000 |
| Public Works | 348,445 | 429,500 | 480,500 |
| Planning & Zoning | 53,797 | 62,600 | 72,800 |
| Public Safety | 1,148,862 | 1,370,200 | 1,543,500 |
| Cash Reserve (2025 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Exp | | | |
| Total Expenditures | 1,810,606 | 2,260,150 | 2,549,800 |
| Unencumbered Cash Balance Dec 31 | 478,235 | 392,434 | XXXXXXXXXXXXXXXXXXXX |
| 2023/2024/2025 Budget Authority Amount: | 2,104,200 | 2,260,150 | 2,549,800 |
| | | Non-Appropriated Balance | |
| | | Total Expenditure/Non-Appr Balance | 2,549,800 |
| | | Tax Required | 2,021,106 |
| | | Delinquent Comp Rate: 0.0% | 0 |
| | | Amount of 2024 Ad Valorem Tax | 2,021,106 |

| Adopted Budget | Prior Year | Current Year | Proposed Budget |
|--|-----------------|------------------------------------|----------------------|
| Industrial Development | Actual for 2023 | Estimate for 2024 | Year for 2025 |
| Unencumbered Cash Balance Jan 1 | 184,408 | 185,087 | 134,100 |
| Receipts: | | | |
| Ad Valorem Tax | 596 | 1,522 | XXXXXXXXXXXXXXXXXXXX |
| Delinquent Tax | 14 | 392 | 0 |
| Motor Vehicle Tax | 70 | 100 | 86 |
| Recreational Vehicle Tax | 2 | 1 | 1 |
| 16/20M Vehicle Tax | 0 | 0 | 0 |
| Commercial Vehicle Tax | 0 | 0 | 0 |
| Watercraft Tax | 0 | 0 | 1 |
| PMB Loan Proceeds | | 1,047 | |
| Interest on Idle Funds | | | |
| Neighborhood Revitalization Rebate | -3 | -2 | 0 |
| Miscellaneous | | -1,047 | |
| Does miscellaneous exceed 10% of Total Rec | | | |
| Total Receipts | 679 | 2,013 | 88 |
| Resources Available: | 185,087 | 187,100 | 134,188 |
| Expenditures: | | | |
| Capital Outlay | 0 | 53,000 | 134,600 |
| Cash Reserve (2025 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Exp | | | |
| Total Expenditures | 0 | 53,000 | 134,600 |
| Unencumbered Cash Balance Dec 31 | 185,087 | 134,100 | XXXXXXXXXXXXXXXXXXXX |
| 2023/2024/2025 Budget Authority Amount: | 135,000 | 53,000 | 134,600 |
| | | Non-Appropriated Balance | |
| | | Total Expenditure/Non-Appr Balance | 134,600 |
| | | Tax Required | 412 |
| | | Delinquent Comp Rate: 0.0% | 0 |
| | | Amount of 2024 Ad Valorem Tax | 412 |

CPA Summary

City of Mulvane

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FUND PAGE FOR FUNDS WITH A TAX LEVY

| Adopted Budget | Prior Year | Current Year | Proposed Budget |
|---|-----------------|------------------------------------|----------------------|
| Capital Improvements | Actual for 2023 | Estimate for 2024 | Year for 2025 |
| Unencumbered Cash Balance Jan 1 | 659,231 | 659,387 | 424,655 |
| Receipts: | | | |
| Ad Valorem Tax | -5,586 | 12,441 | XXXXXXXXXXXXXXXXXXXX |
| Delinquent Tax | 693 | 156 | |
| Motor Vehicle Tax | 5,964 | 2,500 | 703 |
| Recreational Vehicle Tax | 106 | 50 | 12 |
| 16/20M Vehicle Tax | 1 | 13 | 2 |
| Commercial Vehicle Tax | 12 | 95 | 1 |
| Watercraft Tax | 35 | 30 | 8 |
| PMIB Loan Proceeds | | 22,194 | |
| Interest on Idle Funds | | | |
| Neighborhood Revitalization Rebate | -69 | -17 | 0 |
| Miscellaneous | | -22,194 | |
| Does miscellaneous exceed 10% of Total Receipts | | | |
| Total Receipts | 156 | 15,268 | 726 |
| Resources Available: | 659,387 | 674,655 | 425,381 |
| Expenditures: | | | |
| Capital Improvements | 0 | 250,000 | 426,000 |
| | | | |
| | | | |
| | | | |
| Cash Reserve (2025 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Expenditures | | | |
| Total Expenditures | 0 | 250,000 | 426,000 |
| Unencumbered Cash Balance Dec 31 | 659,387 | 424,655 | XXXXXXXXXXXXXXXXXXXX |
| 2023/2024/2025 Budget Authority Amount: | 425,000 | 470,000 | 426,000 |
| | | Non-Appropriated Balance | |
| | | Total Expenditure/Non-Appr Balance | 426,000 |
| | | Tax Required | 619 |
| Delinquent Comp Rate: | 0.0% | | 0 |
| Amount of 2024 Ad Valorem Tax | | | 619 |

| Adopted Budget | Prior Year | Current Year | Proposed Budget |
|---|-----------------|------------------------------------|----------------------|
| Special Liability | Actual for 2023 | Estimate for 2024 | Year for 2025 |
| Unencumbered Cash Balance Jan 1 | 251,953 | 250,366 | 186,725 |
| Receipts: | | | |
| Ad Valorem Tax | 10,706 | 4,313 | XXXXXXXXXXXXXXXXXXXX |
| Delinquent Tax | 77 | 24 | 0 |
| Motor Vehicle Tax | 637 | 600 | 244 |
| Recreational Vehicle Tax | 11 | 10 | 4 |
| 16/20M Vehicle Tax | 1 | 1 | 1 |
| Commercial Vehicle Tax | 1 | 24 | 1 |
| Watercraft Tax | 4 | 8 | 3 |
| PMIB Loan Proceeds | | 34,640 | |
| Interest on Idle Funds | 5,206 | 6,385 | |
| Neighborhood Revitalization Rebate | -17 | -6 | 0 |
| Miscellaneous | | -34,640 | |
| Does miscellaneous exceed 10% of Total Receipts | | | |
| Total Receipts | 16,626 | 11,359 | 253 |
| Resources Available: | 268,579 | 261,725 | 186,978 |
| Expenditures: | | | |
| Legal Services | 18,213 | 75,000 | 187,400 |
| | | | |
| | | | |
| | | | |
| Cash Reserve (2025 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Expenditures | | | |
| Total Expenditures | 18,213 | 75,000 | 187,400 |
| Unencumbered Cash Balance Dec 31 | 250,366 | 186,725 | XXXXXXXXXXXXXXXXXXXX |
| 2023/2024/2025 Budget Authority Amount: | 170,000 | 120,000 | 187,400 |
| | | Non-Appropriated Balance | |
| | | Total Expenditure/Non-Appr Balance | 187,400 |
| | | Tax Required | 422 |
| Delinquent Comp Rate: | 0.0% | | 0 |
| Amount of 2024 Ad Valorem Tax | | | 422 |

CPA Summary

City of Mulvane

2025

FUND PAGE FOR FUNDS WITH NO TAX LEVY

| Adopted Budget Special Highway | Prior Year Actual for 2023 | Current Year Estimate for 2024 | Proposed Budget Year for 2025 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Unencumbered Cash Balance Jan 1 | 285,320 | 262,891 | 157,319 |
| Receipts: | | | |
| State of Kansas Gas Tax | 180,575 | 175,730 | 175,580 |
| County Transfers Gas | 67,793 | 65,620 | 65,560 |
| | | | |
| Interest on Idle Funds | 1,783 | 3,078 | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Rec | | | |
| Total Receipts | 250,151 | 244,428 | 241,140 |
| Resources Available: | 535,471 | 507,319 | 398,459 |
| Expenditures: | | | |
| Commodities | 269,280 | 250,000 | 298,459 |
| Capital Outlay | 3,300 | 100,000 | 100,000 |
| | | | |
| | | | |
| Cash Reserve (2025 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Exp | | | |
| Total Expenditures | 272,580 | 350,000 | 398,459 |
| Unencumbered Cash Balance Dec 31 | 262,891 | 157,319 | 0 |
| 2023/2024/2025 Budget Authority Amount: | 295,000 | 350,000 | 398,459 |

| Adopted Budget Senior Center | Prior Year Actual for 2023 | Current Year Estimate for 2024 | Proposed Budget Year for 2025 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Unencumbered Cash Balance Jan 1 | 1,763 | 2,196 | 0 |
| Receipts: | | | |
| Sedgwick County / Sumner County | 45,183 | 38,500 | 38,500 |
| Salary Reimbursement | 5,213 | 5,000 | 5,000 |
| Transfer From General Fund | 27,500 | 80,000 | 80,000 |
| Activity Receipts | 823 | 2,000 | 2,000 |
| Memorial Money | 1,810 | 0 | 0 |
| Interest on Idle Funds | | | |
| Miscellaneous | 1,512 | 700 | 700 |
| Does miscellaneous exceed 10% of Total Rec | | | |
| Total Receipts | 82,041 | 126,200 | 126,200 |
| Resources Available: | 83,804 | 128,396 | 126,200 |
| Expenditures: | | | |
| Operating Expenditures | 81,608 | 128,396 | 126,200 |
| | | | |
| | | | |
| Cash Reserve (2025 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Exp | | | |
| Total Expenditures | 81,608 | 128,396 | 126,200 |
| Unencumbered Cash Balance Dec 31 | 2,196 | 0 | 0 |
| 2023/2024/2025 Budget Authority Amount: | 111,000 | 135,968 | 126,200 |

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City of Mulvane

2025

FUND PAGE FOR FUNDS WITH NO TAX LEVY

| Adopted Budget Special Alcohol | Prior Year Actual for 2023 | Current Year Estimate for 2024 | Proposed Budget Year for 2025 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Unencumbered Cash Balance Jan 1 | 52,347 | 47,141 | 37,141 |
| Receipts: | | | |
| | | | |
| | | | |
| Interest on Idle Funds | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Rec | | | |
| Total Receipts | 0 | 0 | 0 |
| Resources Available: | 52,347 | 47,141 | 37,141 |
| Expenditures: | | | |
| Awareness Programs | 5,206 | 10,000 | 37,141 |
| | | | |
| | | | |
| | | | |
| Cash Reserve (2025 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Exp | | | |
| Total Expenditures | 5,206 | 10,000 | 37,141 |
| Unencumbered Cash Balance Dec 31 | 47,141 | 37,141 | 0 |
| 2023/2024/2025 Budget Authority Amount: | 10,000 | 15,000 | 37,141 |

| Adopted Budget Special Parks & Recreation | Prior Year Actual for 2023 | Current Year Estimate for 2024 | Proposed Budget Year for 2025 |
|---|-------------------------------|-----------------------------------|----------------------------------|
| Unencumbered Cash Balance Jan 1 | 31,730 | 109,865 | 79,865 |
| Receipts: | | | |
| Local Alcohol Tax | 133,953 | 120,000 | 140,000 |
| | | | |
| Interest on Idle Funds | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Rec | | | |
| Total Receipts | 133,953 | 120,000 | 140,000 |
| Resources Available: | 165,683 | 229,865 | 219,865 |
| Expenditures: | | | |
| Park Improvements | 55,818 | 150,000 | 219,865 |
| | | | |
| | | | |
| | | | |
| Cash Reserve (2025 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Exp | | | |
| Total Expenditures | 55,818 | 150,000 | 219,865 |
| Unencumbered Cash Balance Dec 31 | 109,865 | 79,865 | 0 |
| 2023/2024/2025 Budget Authority Amount: | 100,000 | 150,000 | 219,865 |

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| CPA Summary |
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City of Mulvane

2025

FUND PAGE FOR FUNDS WITH NO TAX LEVY

| Adopted Budget | Prior Year | Current Year | Proposed Budget |
|--|------------------|-------------------|------------------|
| Water | Actual for 2023 | Estimate for 2024 | Year for 2025 |
| Unencumbered Cash Balance Jan 1 | 1,350,691 | 1,253,259 | 665,084 |
| Receipts: | | | |
| Sales to Customers | 1,092,392 | 1,000,000 | 1,000,000 |
| Services to Customers | 10,060 | 56,500 | 23,000 |
| Antenna Lease | 9,600 | | 8,500 |
| RWD Territory Reimburesment | 3,599 | | 0 |
| Interest on Idle Funds | 32,362 | | 10,000 |
| Miscellaneous | 16,742 | | 15,000 |
| Does miscellaneous exceed 10% of Total Rec | | | |
| Total Receipts | 1,164,755 | 1,056,500 | 1,056,500 |
| Resources Available: | 2,515,446 | 2,309,759 | 1,721,584 |
| Expenditures: | | | |
| Personnel Services | 435,673 | 503,175 | 545,544 |
| Contractual Services | 614,796 | 929,000 | 931,000 |
| Commodities | 12,075 | 14,500 | 14,500 |
| Capital Outlay | 193,278 | 190,000 | 190,000 |
| Debt Service | 6,365 | 8,000 | 7,500 |
| | | | |
| Cash Reserve (2025 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Exp | | | |
| Total Expenditures | 1,262,187 | 1,644,675 | 1,688,544 |
| Unencumbered Cash Balance Dec 31 | 1,253,259 | 665,084 | 33,040 |
| 2023/2024/2025 Budget Authority Amount: | 1,750,758 | 1,644,675 | 1,688,544 |

| Adopted Budget | Prior Year | Current Year | Proposed Budget |
|--|-------------------|-------------------|------------------|
| Electric | Actual for 2023 | Estimate for 2024 | Year for 2025 |
| Unencumbered Cash Balance Jan 1 | 5,297,851 | 5,831,697 | 4,192,972 |
| Receipts: | | | |
| Sales to Customers | 3,636,797 | 3,400,000 | 3,400,000 |
| Services to Customers | 1,721,522 | 1,985,000 | 1,725,000 |
| | | | |
| Interest on Idle Funds | 110,640 | 7,500 | 20,000 |
| Miscellaneous | 18,821 | | 15,000 |
| Does miscellaneous exceed 10% of Total Rec | | | |
| Total Receipts | 5,487,780 | 5,392,500 | 5,160,000 |
| Resources Available: | 10,785,631 | 11,224,197 | 9,352,972 |
| Expenditures: | | | |
| Personnel Services | 895,923 | 1,211,675 | 1,030,803 |
| Contractual Services | 3,498,059 | 4,620,450 | 4,344,950 |
| Commodities | 39,781 | 144,100 | 129,100 |
| Capital Outlay | 231,386 | 740,000 | 700,000 |
| Debt Service | 288,785 | 315,000 | 315,000 |
| Transfer to General Fund | | | 550,000 |
| Cash Reserve (2025 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Exp | | | |
| Total Expenditures | 4,953,934 | 7,031,225 | 7,069,853 |
| Unencumbered Cash Balance Dec 31 | 5,831,697 | 4,192,972 | 2,283,119 |
| 2023/2024/2025 Budget Authority Amount: | 5,761,508 | 7,031,225 | 7,069,853 |

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| CPA Summary |
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City of Mulvane

2025

FUND PAGE FOR FUNDS WITH NO TAX LEVY

| Adopted Budget | Prior Year | Current Year | Proposed Budget |
|--|------------------|-------------------|------------------|
| Wastewater | Actual for 2023 | Estimate for 2024 | Year for 2025 |
| Unencumbered Cash Balance Jan 1 | 1,338,014 | 1,508,196 | 925,404 |
| Receipts: | | | |
| Sales to Customers | 1,744,853 | 1,600,000 | 1,600,000 |
| Services to Customers | 7,200 | 45,000 | 20,000 |
| | | | |
| Interest on Idle Funds | 47,834 | 6,000 | 10,000 |
| Miscellaneous | 16,213 | | 12,000 |
| Does miscellaneous exceed 10% of Total Rec | | | |
| Total Receipts | 1,816,100 | 1,651,000 | 1,642,000 |
| Resources Available: | 3,154,114 | 3,159,196 | 2,567,404 |
| Expenditures: | | | |
| Personnel Services | 614,625 | 698,042 | 723,772 |
| Contractual Services | 579,477 | 810,150 | 803,150 |
| Commodities | 14,934 | 20,600 | 20,600 |
| Capital Outlay | 26,332 | 255,000 | 255,000 |
| Debt Service | 410,550 | 450,000 | 440,000 |
| | | | |
| Cash Reserve (2025 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Exp | | | |
| Total Expenditures | 1,645,918 | 2,233,792 | 2,242,522 |
| Unencumbered Cash Balance Dec 31 | 1,508,196 | 925,404 | 324,882 |
| 2023/2024/2025 Budget Authority Amount: | 2,056,056 | 2,233,792 | 2,242,522 |

| Adopted Budget | Prior Year | Current Year | Proposed Budget |
|--|-----------------|-------------------|-----------------|
| Storm Sewer | Actual for 2023 | Estimate for 2024 | Year for 2025 |
| Unencumbered Cash Balance Jan 1 | 426,547 | 466,433 | 406,233 |
| Receipts: | | | |
| Sales to Customers | 44,436 | 40,000 | 40,000 |
| PCB Settlement | 17,414 | 0 | 0 |
| | | | |
| Interest on Idle Funds | 4,521 | 4,300 | 4,000 |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Rec | | | |
| Total Receipts | 66,371 | 44,300 | 44,000 |
| Resources Available: | 492,918 | 510,733 | 450,233 |
| Expenditures: | | | |
| Completed Construction | 22,052 | 100,000 | 200,000 |
| Debt Service | 4,433 | 4,500 | 5,000 |
| | | | |
| Cash Reserve (2025 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Exp | | | |
| Total Expenditures | 26,485 | 104,500 | 205,000 |
| Unencumbered Cash Balance Dec 31 | 466,433 | 406,233 | 245,233 |
| 2023/2024/2025 Budget Authority Amount: | 190,000 | 165,000 | 205,000 |

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| CPA Summary |
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City of Mulvane

2025

FUND PAGE FOR FUNDS WITH NO TAX LEVY

| Adopted Budget Transient Guest Tax | Prior Year Actual for 2023 | Current Year Estimate for 2024 | Proposed Budget Year for 2025 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Unencumbered Cash Balance Jan 1 | 397,566 | 443,828 | 343,828 |
| Receipts: | | | |
| Transient Guest Tax | 338,076 | 250,000 | 300,000 |
| Transient Guest Tax - City | 225,384 | 125,000 | 200,000 |
| | | | |
| Interest on Idle Funds | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Rec | | | |
| Total Receipts | 563,460 | 375,000 | 500,000 |
| Resources Available: | 961,026 | 818,828 | 843,828 |
| Expenditures: | | | |
| Contractual Services - Casino | 400,000 | 350,000 | 584,070 |
| Contractual Services - City | 117,198 | 125,000 | 259,758 |
| | | | |
| | | | |
| | | | |
| Cash Reserve (2025 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Exp | | | |
| Total Expenditures | 517,198 | 475,000 | 843,828 |
| Unencumbered Cash Balance Dec 31 | 443,828 | 343,828 | 0 |
| 2023/2024/2025 Budget Authority Amount: | 700,000 | 475,000 | 843,828 |

| Adopted Budget Library-Local Sales Tax | Prior Year Actual for 2023 | Current Year Estimate for 2024 | Proposed Budget Year for 2025 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Unencumbered Cash Balance Jan 1 | 284,066 | 232,282 | 132,282 |
| Receipts: | | | |
| Local Sales Tax | 0 | 0 | 0 |
| | | | |
| | | | |
| Interest on Idle Funds | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Rec | | | |
| Total Receipts | 0 | 0 | 0 |
| Resources Available: | 284,066 | 232,282 | 132,282 |
| Expenditures: | | | |
| Collection Items | 51,784 | 100,000 | 132,282 |
| | | | |
| | | | |
| | | | |
| Cash Reserve (2025 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Exp | | | |
| Total Expenditures | 51,784 | 100,000 | 132,282 |
| Unencumbered Cash Balance Dec 31 | 232,282 | 132,282 | 0 |
| 2023/2024/2025 Budget Authority Amount: | 125,000 | 100,000 | 132,282 |

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| CPA Summary |
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City of Mulvane

2025

FUND PAGE FOR FUNDS WITH NO TAX LEVY

| Adopted Budget Swimming Pool | Prior Year Actual for 2023 | Current Year Estimate for 2024 | Proposed Budget Year for 2025 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Unencumbered Cash Balance Jan 1 | 3,087 | 392 | 0 |
| Receipts: | | | |
| Admissions | 31,864 | 32,000 | 32,000 |
| Lessons | 4,577 | 5,000 | 5,000 |
| Pool Rental | 7,565 | 7,000 | 7,000 |
| Concessions | 8,777 | 10,000 | 10,000 |
| Transfer From General Fund | 110,000 | 110,000 | 135,000 |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Rec | | | |
| Total Receipts | 162,783 | 164,000 | 189,000 |
| Resources Available: | 165,870 | 164,392 | 189,000 |
| Expenditures: | | | |
| Swimming Pool Operations | 165,478 | 164,392 | 189,000 |
| | | | |
| | | | |
| | | | |
| | | | |
| Cash Reserve (2025 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Exp | | | |
| Total Expenditures | 165,478 | 164,392 | 189,000 |
| Unencumbered Cash Balance Dec 31 | 392 | 0 | 0 |
| 2023/2024/2025 Budget Authority Amount: | 170,000 | 171,347 | 189,000 |

| Adopted Budget 1% Sales Tax | Prior Year Actual for 2023 | Current Year Estimate for 2024 | Proposed Budget Year for 2025 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Unencumbered Cash Balance Jan 1 | 2,164,751 | 1,489,701 | 689,701 |
| Receipts: | | | |
| Sales Tax | 978,298 | 800,000 | 800,000 |
| | | | |
| | | | |
| Interest on Idle Funds | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% of Total Rec | | | |
| Total Receipts | 978,298 | 800,000 | 800,000 |
| Resources Available: | 3,143,049 | 2,289,701 | 1,489,701 |
| Expenditures: | | | |
| City Park Improvements | 1,050,615 | 500,000 | 250,000 |
| Rock Road Improvements | 0 | | 0 |
| Bond Payments | 602,733 | 600,000 | 630,000 |
| Styx Creek Storm Drainage | 0 | 500,000 | 600,000 |
| | | | |
| | | | |
| Cash Reserve (2025 column) | | | |
| Miscellaneous | | | 9,701 |
| Does miscellaneous exceed 10% of Total Exp | | | |
| Total Expenditures | 1,653,348 | 1,600,000 | 1,489,701 |
| Unencumbered Cash Balance Dec 31 | 1,489,701 | 689,701 | 0 |
| 2023/2024/2025 Budget Authority Amount: | 2,455,000 | 1,600,000 | 1,489,701 |

CPA Summary

2025 Neighborhood Revitalization Rebate

| Budgeted Funds for 2025 | 2024 Ad Valorem before Rebate** | 2024 Mil Rate before Rebate | Estimate 2025 NR Rebate |
|-------------------------|---------------------------------|-----------------------------|-------------------------|
| General | 1,453,174 | 17.436 | 9 |
| Debt Service | 737,356 | 8.847 | 5 |
| Library | 56,552 | 0.679 | 0 |
| Employee Benefits | 2,021,093 | 24.250 | 13 |
| Industrial Development | 412 | 0.005 | 0 |
| Capital Improvements | 619 | 0.007 | 0 |
| Special Liability | 422 | 0.005 | 0 |
| 0 | | | 0 |
| 0 | | | 0 |
| 0 | | | 0 |
| 0 | | | 0 |
| 0 | | | 0 |
| 0 | | | 0 |
| TOTAL | 4,269,628 | 51.229 | 27 |

2024 July 1 Valuation: 83,343,196

Valuation Factor: 83,343.196

Neighborhood Revitalization Subj to Rebate: 517

Neighborhood Revitalization factor: 0.517

**This information comes from the 2025 Budget Summary page. See instructions tab #12 for completing the Neighborhood Revitalization Rebate table.

Proof of Publication

AFFIDAVIT.

State of Kansas, Sumner County, ss.

Michael Robinson of lawful age, being duly sworn upon oath, states that (he) (she) is the publisher of The Midway News.

That said newspaper has been published at least fifty (50) times a year and has been so published for at least five years prior to the first publication of the attached notice;

That said newspaper is entered as second class mail matter at the post office of its publication.

That said newspaper has a general paid circulation on a yearly basis.

The ATTA CHED was published on the following dates in a regular issue of said paper for a total of One (1) consecutive times.

1st publication on the 18th day of July 2024

2nd publication was on the ___ day of ___ 20__

3rd publication was on the ___ day of ___ 20__

4th publication was on the ___ day of ___ 20__

Signed Michael Robinson Publication Fee \$ ___

Subscribed and sworn to before me this 18th day of July 2024



Sherry Johnson
My commission expires June 3, 2027

Public Notice

(First published in The Midway News, Thursday, July 18, 2024)

NOTICE OF BUDGET HEARING

The governing body of
City of Midway

will meet on August 2, 2024 at 6:00 PM at Midway City Hall for the purpose of hearing and reviewing objections of proposed budget items to be proposed for the 2025 fiscal year. The amount of all revenues generating objectives of proposed budget items is anticipated to be \$1,000,000 and the amount of all revenues generating objectives of proposed budget items is anticipated to be \$1,000,000.

REPORTING COUNTRIES

Sumner County, Kansas County, Sumner County

BUDGET SUMMARY

Proposed Budget 2025 Expenditures and Amount of 2024 Ad Valorem Tax, including the maximum limit of the 2025 budget. Estimated Tax Rate is subject to change depending on the final assessed valuations.

| FUND | Fiscal Year Actual for 2023 | | Current Year Estimate for 2024 | | Proposed Budget for 2025 | | Proposed Estimated Tax Rate |
|----------------------------|-----------------------------|----------|--------------------------------|----------|-----------------------------------|----------------|-----------------------------|
| | Expenditures | Tax Rate | Expenditures | Tax Rate | Budget Authority for Expenditures | Ad Valorem Tax | |
| General | 6,581,900 | 29.93% | 7,811,560 | 25.52% | 9,227,029 | 2,425,461 | 17.45% |
| Public Works | 2,794,922 | 6.01% | 2,166,814 | 6.45% | 2,825,450 | 562,552 | 6.50% |
| Library | 2,579,784 | 4.98% | 2,261,159 | 6.72% | 2,549,807 | 2,021,108 | 24.75% |
| Employee Benefits | 1,810,000 | 6.03% | 2,200,000 | 6.01% | 3,146,600 | 412 | 10.00% |
| Industrial Development | 3,019 | 0.48% | 220,000 | 0.11% | 426,000 | 619 | 0.007% |
| Capital Improvements | 18,215 | 0.12% | 75,000 | 0.04% | 187,400 | 422 | 0.005% |
| Special Activities | | | | | | | |
| Special Highway | 277,000 | | 370,000 | | 386,409 | | |
| Special Center | 81,600 | | 129,395 | | 186,200 | | |
| Special Alcohol | 2,300 | | 10,000 | | 17,141 | | |
| Special Parks & Recreation | 55,818 | | 120,000 | | 219,865 | | |
| Water | 2,921,871 | | 3,644,875 | | 4,688,546 | | |
| Biodiversity | 4,953,924 | | 4,818,022 | | 2,069,828 | | |
| Wastewater | 1,649,978 | | 2,023,792 | | 2,274,222 | | |
| Storm Sewer | 1,264,485 | | 1,063,503 | | 2,051,000 | | |
| Thriftland Clean-Up | 517,192 | | 472,000 | | 643,826 | | |
| Library Local Sales Tax | 117,784 | | 117,784 | | 132,282 | | |
| Sumner Public Pool | 1,554,478 | | 1,643,392 | | 1,899,000 | | |
| TK Sales Tax | 1,653,348 | | 1,600,000 | | 1,489,721 | | |
| TOTAL | 22,002,937 | 32.97% | 27,729,405 | 57.00% | 30,665,395 | 1,175,620 | 27.20% |

| Line Item | 2023 | 2024 | 2025 |
|--------------------|------------|-------------|---------------------------|
| Landfill | 173,500 | 190,000 | 763,000 |
| Net Expenditures | 22,764,453 | 27,609,405 | 29,900,395 |
| Total Expenditures | 5,857,796 | 5,897,436 | 6,000,000,000,000,000,000 |
| Valuation | 98,211,208 | 104,425,768 | 83,343,196 |

| Revenue | 2023 | 2024 | 2025 |
|-----------------------------|-----------|-----------|-----------|
| G.O. Bonds | 2,529,000 | 2,529,000 | 1,850,000 |
| Revenue Bonds | 0 | 0 | 0 |
| Other | 2,132,746 | 2,132,746 | 1,828,381 |
| Local Developer's Principal | 3,000,000 | 1,000,000 | 1,000,000 |
| Total | 2,151,600 | 2,151,600 | 2,151,600 |

*Tax rates are expressed in mill B
**Revenue/Valuation listed as defined by KS/27-2006

| Revenue | 2023 | 2024 | 2025 |
|--------------------|------------|-------------|---------------------------|
| Landfill | 173,500 | 190,000 | 763,000 |
| Net Expenditures | 22,764,453 | 27,609,405 | 29,900,395 |
| Total Expenditures | 5,857,796 | 5,897,436 | 6,000,000,000,000,000,000 |
| Valuation | 98,211,208 | 104,425,768 | 83,343,196 |

| Revenue | 2023 | 2024 | 2025 |
|-----------------------------|-----------|-----------|-----------|
| G.O. Bonds | 2,529,000 | 2,529,000 | 1,850,000 |
| Revenue Bonds | 0 | 0 | 0 |
| Other | 2,132,746 | 2,132,746 | 1,828,381 |
| Local Developer's Principal | 3,000,000 | 1,000,000 | 1,000,000 |
| Total | 2,151,600 | 2,151,600 | 2,151,600 |

*Tax rates are expressed in mill B
**Revenue/Valuation listed as defined by KS/27-2006

City Official Title: Sumner Director

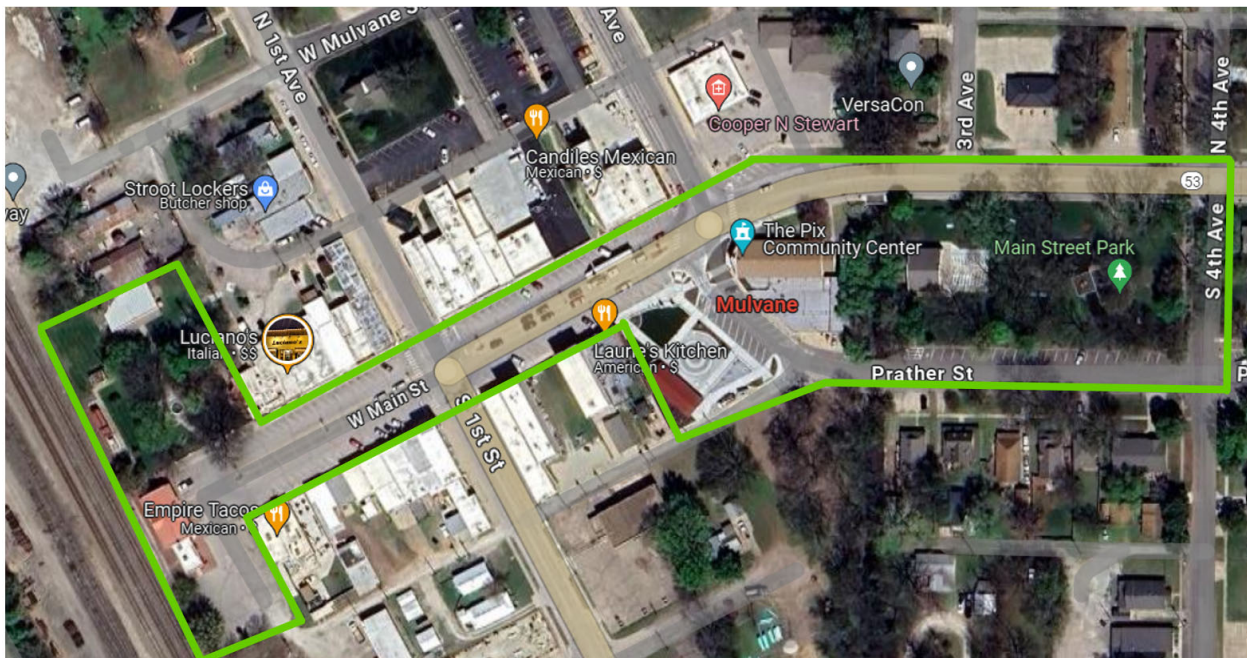
**City Council Meeting
August 5, 2024**

To: Honorable Mayor Allen and City Council

Fr: Joel Pile, Planning & Zoning Administrator

Subject: Authorization of a special event on city property for the sale and service of alcoholic liquor and cereal malt liquor

Background: The 151st Annual Mulvane Old Settlers Celebration (MOS) will be held August 22-25, 2024. MOS consists of numerous events and activities generally held in the Mulvane Downtown and adjacent rodeo grounds. On Friday, August 23 & Saturday, August 24, 2024, the City, Chamber of Commerce, Twin Valley and Kansas Star Casino will jointly sponsor two Downtown Street Dances. The 2024 Street Dances will feature the Llew Brown Band & the Lucky People Band who will perform on a stage located near the historical depot from 9pm to midnight. The Mulvane Chamber of Commerce has made application to the City for a “Special Event” to offer for sale, sell, and serve alcoholic liquor and cereal malt beverages on Friday, August 23 & Saturday, August 24, 2024 from 12:00 noon to 12:00 midnight each day in a designated area consisting of the 200 block of West Main Street east to and including portions of 4th Street, Prather Street, Nessly Auto Park, Main Street Park and Cobb Family Historical Park, all depicted in map below.



The Special Event Premises includes public property (streets, parks, and sidewalks) owned by the City which requires a designation of a “Special Event” to allow the consumption of alcoholic beverages under Section 600.150 and Section 600.180 of the Code of the City of Mulvane.

Legal Consideration: City Code makes provision for the issuance of temporary permits but does not normally allow the consumption of any alcoholic liquor or cereal malt beverage on public property within the City, except during “Special Events” of a specified time, place, and duration, upon approval by the governing body of the City. Approving a Resolution would designate the MOS Downtown Steet Dance as a “Special Event” and authorize the Mulvane Chamber of Commerce and any lawfully licensed permit holder to offer for sale, sell and serve alcoholic liquor and cereal malt beverages on the Special Event Premises during the specified time and duration of said event. The Resolution shall be governed by and construed in accordance with the applicable laws of the State of Kansas.

Financial Consideration: Any and each applicant requesting a Temporary Event License shall pay the City, at the time of application, the required license tax (\$25 per day) as provided for in Section 100.240 of the Code of the City of Mulvane. In addition, per K.S.A. 41-1201 each applicant must electronically submit a state fee of \$25 per day for a State Temporary Event License. Both a City Temporary License and Kansas Temporary Permit are required to offer for sale, sell and serve on the Special Event Premises.

Recommendation:

Motion to approve Resolution No. 2024-5 authorizing a Special Event Premises on public property in connection with the community’s Old Settlers Celebration for the sale and service of alcoholic liquor and cereal malt liquor within the city limits and closing portions of Main Street, 4th Street and Prather Street to vehicular traffic during the specified Special Event.

RESOLUTION NO. 2024-5

A RESOLUTION OF THE CITY OF MULVANE, KANSAS AUTHORIZING A SPECIAL EVENT ON CITY PROPERTY IN CONNECTION WITH THE COMMUNITY'S OLD SETTLERS DAYS CELEBRATION FOR THE SALE AND SERVICE OF ALCOHOLIC LIQUOR AND CEREAL MALT LIQUOR WITHIN THE CITY LIMITS AND STREET CLOSING.

WHEREAS, K.S.A. 41-1202 authorizes the Director of the Kansas Department of Revenue - Alcoholic Beverage Control Division (the "ABC Director") to issue a temporary permit (the "Temporary Permit") to any one or more persons or organizations to offer for sale, sell and serve alcoholic liquor or cereal malt beverage for consumption on unlicensed premises, which may be open to the public; and

WHEREAS, The Mulvane Chamber of Commerce, Inc., a Kansas not-for-profit corporation, has made an application to the City for a "Special Event" to offer for sale, sell and serve alcoholic liquor and cereal malt beverages on Friday, August 23, 2024 and Saturday, August 24, 2024 from 12:00 noon to 12:00 midnight each day in the designated area consisting of all of West Main Street (including Main Street east to and including the 4th Avenue intersection), Prather Street (from Main Street east to and including the 4th Avenue intersection), 4th Avenue (from Main Street to Prather), Nessly Auto Park, Main Street Park, and the Cobb Family Historical Park, all depicted on Exhibit A attached hereto (the "Special Event Premises"); and

WHEREAS, the Special Event Premises is located entirely within the corporate limits of the City; and

WHEREAS, the Special Event Premises includes public property owned by the City, such that the designation of a "Special Event" by the City is required in order to allow consumption of alcoholic beverages under Section 600.150 and Section 600.180 of the Code of the City of Mulvane, Kansas (the "Code").

WHEREAS, the Code makes provision for the issuance of temporary permits but does not normally allow the consumption of any alcoholic liquor or cereal malt beverage on public property within the City, except during "Special Events" of a specified time, place, and duration, upon approval by the governing body of the City; and

WHEREAS, the governing body desires to approve a "Special Event" as requested by The Mulvane Chamber of Commerce, Inc. and authorizes The Mulvane Chamber of Commerce, Inc. and any lawfully licensed permit holder to offer for sale, sell and serve alcoholic liquor and cereal malt beverages, on the Special Event Premises, as provided for by State Law for the sale of alcoholic liquor, as, if and when approved by the ABC Director.

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

SECTION 1. Authorization of Special Event. The City authorizes a “Special Event” on Friday, August 23, 2024 and Saturday, August 24, 2024, where all proper licensees are authorized to offer for sale, sell and serve alcoholic liquor and enhanced cereal malt beverages from 12:00 noon to 12:00 midnight, within the Special Event Premises, provided each licensee complies with all other requirements of Kansas and local law at all times (the “Special Event”).

SECTION 2. Street Closure. All of West Main Street (including Main Street east to and including the 4th Avenue intersection), Prather Street (from Main Street east to and including the 4th Avenue intersection), 4th Avenue (from Main Street to Prather) (compromising a portion of the Special Event Premises) shall be closed to vehicular and through traffic from at least Friday, August 23, 2024 and Saturday, August 24, 2024 from 12:00 noon to 12:00 midnight, all as depicted on Exhibit A attached hereto, in connection with the Special Event herein authorized. City Staff is hereby authorized and ordered to take such action as reasonable and necessary in connection herewith.

SECTION 3. Display of License. This Resolution and all Temporary Permits and Kansas Liquor Licenses shall be placed conspicuously at the entrance to the Special Event Premises by Temporary Permit holders and adjacent drinking establishments seeking to extend their licensed premises during the Special Event.

SECTION 4. Governing Law and Effective Date. This Resolution shall be governed by and construed in accordance with the applicable laws of the State of Kansas and shall take effect from and after its adoption and approval, provided that the ABC Director and City staff issue Temporary Permits or other liquor licenses valid for the same time, location and duration as said Special Event.

[Remainder of Page Intentionally Left Blank]

RESOLVED, APPROVED AND ISSUED by the governing body of the City of Mulvane, Kansas on the 5th day of August, 2024.

CITY OF MULVANE, KANSAS

[seal]

By _____
Brent Allen, Mayor

ATTEST:

By _____
Debra M. Parker, City Clerk

EXHIBIT A



City of Mulvane/ Mulvane Public Housing Authority
August 5, 2024

TO: City Council
FROM: City/MPHA staff
RE: Quad County Manor Sale Agreement
ACTION: Pay-off Mulvane Public Housing Authority USDA loan

Background:

The members of the City Council serve as the members of the Mulvane Public Housing Authority (MPHA). The primary purpose of the MPHA was to oversee the 23-unit Quad County Manor housing complex.

On September 6, 2023, the MPHA accepted and approved a proposal from Larry Beck for the purchase of Quad County Manor.

As directed by the Chair, the City Attorney prepared a Real Estate Purchase Agreement according to these terms in September. The original agreement has gone stale and is no longer usable for a closing. Obtaining permission to pre-pay the USDA's government loan (as expected) has been a significant legal undertaking fraught with delay.

Most recently (after granting permission for pre-payment), the USDA indicated the MPHA must nonetheless provide ten (10) days' notice prior to prepayment, so the USDA can compute the "pay-off" amount. Additional notices were then provided to the residents and another resident meeting has been scheduled. Subsequently, the USDA advised that **"the property cannot be transferred until the final payment has been received" and only "once the final payment clears our accounting system, a satisfaction of lien will be provided for you to record."**

Planning to sell the Property on August 15, the City Attorney notified the USDA that the MPHA would like to pay the loan on August 7, 2024, in hopes that the satisfaction of lien will be provided prior to the August 15, 2024 anticipated sale date. The title company was unwilling to close the transaction while "waiting on the USDA satisfaction".

Financial Considerations:

At closing, the MPHA should receive \$265,000, plus/minus prorations for closing costs, taxes, and rents, and will pay \$55,000 to the buyer for security deposits and to fund a reserve/operating account. The MPHA should net approximately \$210,000 from the sale of Quad County Manor. However, the MPHA cannot fund the pre-payment of the USDA loan.

Legal Considerations:

The City will need to "front" the MPHA loan pay-off on August 7, in anticipation of the sale (and recuperation of the amount) on August 15. The USDA has not provided the new pay-off amount, but when last computed on 8/4/2023 was \$79,397.66. The City could be at risk if the sale transaction does not close, but staff believes this to be very unlikely. Ending the USDA loan and restrictions is desirable even in the absence of a sale.

Recommendation/Action:

1. MOTION: I move to retire the Mulvane Public Housing Authority USDA loan using city general funds on August 7, 2024 or as soon thereafter as practicable, with the understanding the MPHA will return those funds if and when the Quad County Manor sale is completed.

7/19/2024

Good Day,

After visiting with Mr. Joel Pile and confirming that no one else has requested to name the north Country Walk Park, the Mulvane Marauders Car Club would like to respectfully and formally request that the park be named: "Marauders Park". If acceptable, we will provide the engraved stone for the park.

As we would consider it an honor to have a park named after us, we thought we would give you some background on the club:

The Mulvane Marauders Car Club was originally founded in 1958 by a bunch of kids who thought it would be "cool" to start a real car club. It started with about a dozen members, some of whom didn't even own a car, and a small shop in downtown Mulvane, Kansas. The club only lasted a few years before shutting down. In June 1999, a hand-full of local friends thought it would be "cool" to have a car club, only this time, do it right with a logo, T-shirts and jackets. After contacting more of the local car guys, the Mulvane Marauders were resurrected. The only requirement to be a Marauder is that you like cars/trucks/bikes and you believe in family/community/country.

- Family: our club is family driven, all family members and kids are invited to all our events.
- Community: even though we are made up of members from all around the area, we support the community of Mulvane. Proceeds from our yearly show has been donated over the years to FROG Diner, Mulvane High School, Mulvane American Legion, the engraved stones in the Mulvane parks, Blue Sky Ranch, Mulvane Children's Fund. Our members volunteer and serve the Thanksgiving dinner at the FROG diner every year. We participate in the Mulvane Parade's. We donated to the Pix marquee fund. We are a Chamber member.
- Country: we donate to the Mulvane American Legion and Kansas Honor Flight for the Veterans. We have many members who are veterans.
- In addition: we donate to Toys for Tots
- Additionally: we are requested to provide small shows at local nursing homes, we have donated to numerous causes (ie when local patron Susie Branine's house burnt down, we donate to help them etc.

In the last 10 years the club has donated over \$110,000 to local charities and non-profit organizations. Hopefully this gives you an idea of what our club is about. We look forward to your decision.

If you have questions, please feel free to contact either person below:

Kevin Cardwell 316-207-5501

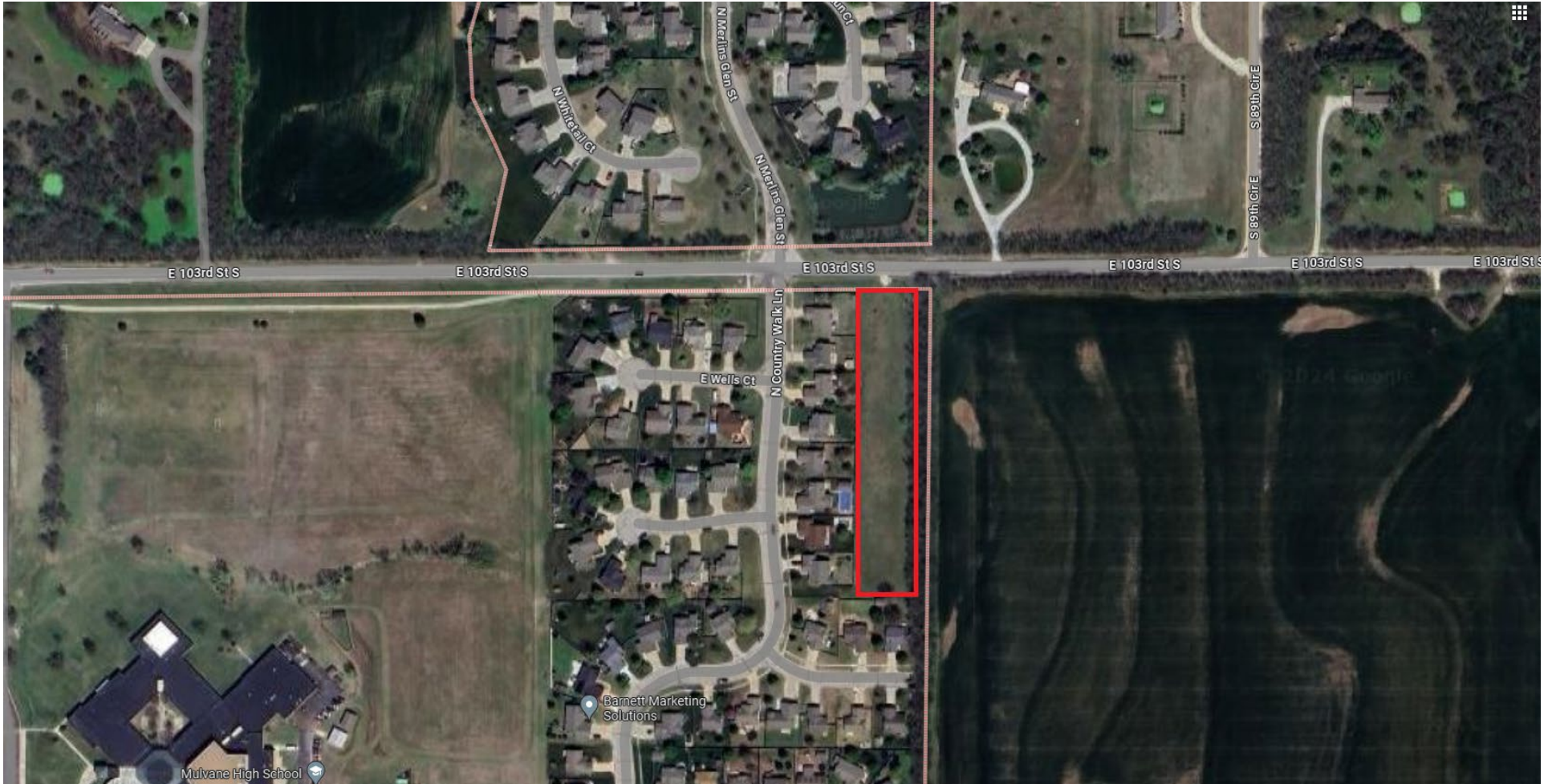
Steve Nichols 316-670-0240

Sincerely,

Mulvane Marauders

Motion that the park located on E 103rd Street S in north Country Walk be named "Marauders Park."

Proposed Park Naming: Marauders Park



Policy for Naming/Renaming City of Mulvane Facilities

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

Section 1. Policies

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

Section 2. Process—Naming New Facilities

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

Section 3. Process—Naming Existing Facilities

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

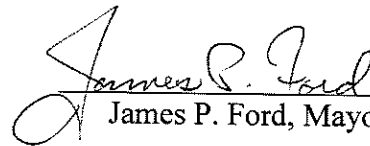
Section 4: Process—Renaming Existing Facilities


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

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

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




James P. Ford, Mayor


Patty Gerwick, City Clerk

MEMO

City of Mulvane

Mayor and City Council,

From: Jacob Coy, Director of Public Works and Utilities

Date: 8/5/2024

Subject: Proposals for Overhaul Generator #11 Motor

Background

On February 17th, 2020, the city was notified by the Electric Production Supervisor that #11 electric generator experienced a crankcase failure explosion. Fortunately, no employees were injured, and a small fire was promptly extinguished. The #10 generating engine continued to operate until KPP (Kansas Power Pool) instructed us to cease generating on February 18th, 2020, at 10:04 a.m.

The cost to add new electric generation is approximately \$1 – 1.5 million per megawatt. Considering our maximum peak load of around 13 megawatts and a yearly average load of approximately 6 to 8 megawatts, the city would need to invest around \$10 -15 million (for 10 megawatts) to meet peak electric load and 4 - 6 million to meet average demand with new generation.

Each engine produces 4 megawatts. If the City decides not to rebuild Generator #11, we will forfeit \$28,000 in capacity payments from KPP, reducing our annual capacity payment from \$56,000 to \$28,000. Maintaining both generators ensures operational redundancy and compliance with our contractual obligations to KPP.

Generation Efficiency: The generators are not efficient enough for the SPP market, making it more costly to run them compared to purchasing power. However, they are crucial for our capacity as a pool, especially during outages and extreme weather events. Maintaining this capacity is a key factor in the decisions KPP makes, which directly affects the charges Mulvane and other member cities receive. Furthermore, keeping our generators operational ensures that the City can be self-reliant in emergency situations, allowing us to generate power independently when the grid is compromised.

Proposal Comparison

We received two proposals for the rebuilding of Generator #11:

1. Cost Efficiency: The Cooper Machinery Services proposal is significantly more cost-effective, with a total cost of \$714,184.00 compared to Wheeler World's \$946,762.16. This represents a savings of \$232,578.16.
2. Scope of Services: Both proposals cover the necessary inspection, repair, and refurbishment tasks. However, Cooper's proposal provides a more detailed breakdown of tasks, including additional optional services that could benefit our long-term maintenance strategy.

3. Original equipment manufacturer (OEM) Representation: Cooper Machinery Services is the OEM representative for the Enterprise motor in our generator. This ensures that the parts and services provided will be of the highest quality and specifically tailored for our equipment.

Financial Considerations

Repairs will be paid with the issuance of bonds

Conclusion and Recommendation

Rebuilding Generator #11 with Cooper will ensure operational redundancy, fulfill our obligations to KPP, and provide long-term benefits for the City's power generation capabilities. Given the substantial cost savings and comprehensive scope of work offered by Cooper Machinery Services, I recommend the council approve their proposal.

Sample motion -

I move to authorize the Mayor to sign the agreement with Cooper Machinery Services for the overhaul of Generator #11, with an estimated cost of \$714,184.00.

Jacob Coy

Director of Public Works and Utilities

City of Mulvane

**City of Mulvane, KS
Time and Material Estimate
DGSRV-16-3 Inspection / Overhaul**

City of Mulvane
211 N. Second
Mulvane, KS 67110

Cooper Machinery Services
16250 Port Northwest Dr
Houston, TX

Jacob Coy
Phone: 620-755-1082
Email: JCoy@Mulvane.us

Chris Smith
Mobile : 620-203-8227
Email : Chris.Smith@CooperServices.com

Cooper Machinery Services, hereinafter called the Seller, proposes to furnish the following described service to City of Mulvane, hereinafter called the Purchaser, for the price and upon the terms, conditions and agreements hereinafter stated on the attached document.

Seller Proprietary & Confidential Information. This proposal is submitted in confidence for evaluation by the Purchaser and its contents are proprietary to the Seller. By receiving this document, the Purchaser agrees to not reveal its contents except to those in the Purchaser's organization who must evaluate it. Copies of this proposal may not be made without the prior written consent of Seller. This proposal shall not be provided to any party outside the Purchaser's organization. If the preceding is not acceptable, this proposal shall be returned to Seller. The Purchaser shall return this proposal to Seller if requested to do so.

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SECTION 1- PROJECT SUMMARY/UNIT REFERENCE

Cooper Machinery Services (Seller) is pleased to present this proposal to City of Mulvane (Purchaser) to provide Field Service, Parts and Machine Shop services to complete defined scope of work on one Enterprise DGSRV-16-3 engine.

REFERENCE UNIT

Model: DGSRV-16-3

Serial Number: 67025

Location: Mulvane, KS

Crew Size

1 Field Service Rep

3 Mechanics

Estimated Job Duration

10 hours per day 6 days per week

Estimate 17 total working days onsite

Estimate 3-4 weeks for machine shop work

SECTION 2- SCOPE OF SUPPLY

Field Scope:

- Crankcase inspection and crankshaft web deflection – record findings
- Check and record main bearing clearances
- Disassembly of all headers, piping on top of engine and prep top of engine for cylinder head, piston and liner removal from the engine. All associated hardware will be removed, staged and inspected / prepped for reassembly
- Remove all cylinder heads and ship to Cooper machine shop for inspection/refurbishment
- Remove all power pistons for inspection, cleaning and new piston ring installation
 - Replace damaged or worn pistons as required
- Remove and visually inspect all piston rods, piston pins and bushings. Check and record clearances. Replace all connecting rod bearings. Any repairs needed will be quoted as discovered
- Remove all liners from block for inspection and cleaning. Deglaze all liners that are to be reinstalled
- Replace any liners found out of OEM specifications.
- Inspect cylinder block and liner registers for excessive corrosion and wear
 - Any recommended machine work will be quoted if required
- Clean engine block and prepare for installation of new / reconditioned liners as required
- Remove all fuel injection components and send out for inspection/refurbishment.
- Reassemble engine installing liners, pistons and rods, cylinder heads and other associated components
- Provide (1) used Sub-Cover and (8) Cylinder Head Covers damaged during crankcase event – Pricing and availability to be determined.
- Install all engine piping and components removed during disassembly
- All crankcase relief valves will be inspected and o-rings replaced to due stated crankcase relief event
- Inspect outboard bearing
- Generator – Purchaser may want to consider cleaning and testing generator operation. Not included in this scope
- Start and commission unit following OEM standards.

Machine Shop Scope:

- Cylinder head inspection/repair – Quantity of (18)
 - Disassemble and clean heads
 - Full dimensional and dye penetrant inspection
 - Advise any components that need to be replaced
 - Clean and tap all threads
 - Inspect valve seats and re-cut or grind as required
 - Inspect intake and exhaust valves re-face or replace as required
 - Inspect intake and exhaust guides – replace as required
- Intercoolers – Optional – Disassemble intercoolers from engine. Ship to shop for inspection/refurbishment
- Fuel injection equipment – inspect and refurbish fuel injectors and pumps
- Inspect/refurbish air start valves (8)

Optional Scope of Work

Equipment Analysis Scope of Work

Supply a certified Cooper technical representative, travel to customer location and perform the following activities for the equipment describe:

- On-site. Collection of engine/generator performance data (pressures, vibrations, temperatures, etc.) using the Windrock or Resonance performance analyzers.
 - The data collection should be performed with the equipment operating under constant, heavy load conditions (preferred).
 - When appropriate, the representative will perform basic diagnostics prior to collecting data and work with local personnel to confirm the equipment is running stable.
 - After the pre-checks are complete and the unit is running under stable, normal conditions, the performance data collection process takes approximately 3-4 hours per unit.
 - Prior to leaving the site, the representative will perform a preliminary technical review and analysis of the equipment performance data and report any preliminary findings that require urgent or immediate maintenance or repair to the designated on-site customer representative.
 - On-site work will be scheduled at the customer site Monday through Friday.
- Off-site. Perform technical review and analysis of the equipment performance data and prepare a formal technical inspection report with findings and recommendations as appropriate.

- The final report is typically delivered to the customer via email (in PDF format) within 10 business days of completing the on-site data collection.
- The following customer requirements and limitations apply to the scope of work:
 - Customer shall identify any known issues or problems with the unit so that the representative can collect and review additional data if appropriate.
 - Customer shall provide access to unit maintenance records (including repairs, oil analysis, and other diagnostic reports) that will provide the representative with a historical reference of the unit's performance and maintenance.
 - **Customer is responsible for ensuring that the flywheel or auxiliary shaft can be accessed to attach the analyst's crankshaft encoder.**
 - Customer is responsible for starting, stopping, and operating the engine/generator units. For best results, the unit should be operating near its maximum load and speed.
 - Customer is responsible for any parts and assistance (if needed) that may be needed to stabilize combustion prior to the comprehensive data collection.
 - The standard analysis scope of work will identify mechanical issues that may be affecting equipment performance. Depending on the findings, additional testing may be required including pulsation studies, borescope, thermography, stop motion videography, etc. These additional studies and/or testing are not included in this scope of work and will be quoted as additional work.

PRICING, AND COMMERCIAL TERMS

This service will be invoiced as follows for the Scope of Work described above:

Equipment Analysis for one (1) engine/compressor/genset located at the client's location.

Flat Fee: **\$25,000 USD** for equipment analysis service (two visits included: pre-visit approx. 1-3 months prior to overhaul, post-visit within 1 month after overhaul)

- Flat Fee includes:
 - Onsite setup and data collection during a single site visit. Onsite time will vary based on the condition of the unit, customer delays, and prep work required. For planning purposes, data collection requires 2-4 hours per unit if no delays or problems are encountered.
 - Data analysis, report generation, and telephone support (performed offsite)
 - Travel time and expenses (excluding customer delays)
- Customer delays (if applicable) are billed at \$200/hr (4 hour minimum) plus travel expenses "at cost" plus 15%. Mileage is billed at \$1.60 per mile. Meals will be charged at \$75 per day.

- Customer shall pay all sales, use, or transportation taxes, or duties for which it may be liable and/or which the law requires Seller to collect.

Seller Responsibilities

1. Seller to supply experienced personnel, tools, travel, and per-diem to perform scope of work.
2. Seller provides timeline to perform scope of work.
3. Additions to scope of work at time of inspection will require prior approval from Purchaser representative, Overhaul Coordinator via EWAR process
4. Seller to have start of the workday, and end of the workday meetings with Purchaser on site overhaul point person to discuss daily activities and work progress
5. Seller to supply all hand tools, precision measurement tools, impact guns, large and small to perform scope of work
6. Good housing keeping practices must be followed
7. Seller to abide by all Purchaser safety regulations as delivered in first day of work safety orientation

Purchaser Responsibilities

1. Site specific safety orientation
2. Provide all required permits
3. Lock out equipment per Purchaser policy
4. Secure all Purchaser owned tools
5. Special tools: lifting brackets, rod wrenches, etc.
6. Provide an overhead rail and hoist, and all utilities needed to perform scope of work
7. Onsite overhaul point person
8. Communicate plans for parts removed that will not be reused
9. Fill unit with proper fluids – SELLER will inspect for leaks
10. Fill unit with proper oil – Flush up to main bearings
11. Pressure up compressors to check for leaks
12. Prepare unit for start up
13. Required operator during commissioning of the unit.

SECTION 3- PRICING, SCHEDULE, AND COMMERCIAL TERMS

PRICE

| Description | Price |
|---|---------------------|
| Field labor & expenses – Disassembly, Reassembly, Startup | \$113,400.00 |
| Field labor mob/demob (2) events | \$26,240.00 |
| Field parts estimate | \$111,235.00 |
| Machine shop parts and labor Fuel Pump inspection/repair (16) | \$60,307.00 |
| Machine shop parts and labor Fuel Injector inspection/repair (16) | \$17,860.00 |
| Machine shop parts and labor Air Valve inspection/repair (8) | \$25,550.00 |
| Machine shop parts and labor Cylinder Head inspection/repair (18) | \$359,595.00 |
| Total | \$714,184.00 |

Pricing for Optional Scope

| Description | Price |
|--|-------------|
| Field labor & expenses – Engine Analytics – Optional Scope | \$25,000.00 |

Field Parts Included

| Quantity | Material | Description | Estimated Delivery |
|----------|----------------|---------------------------------------|--------------------|
| 3 | ZJF-019-000 | O RING SEAL | Stock |
| 1 | SHOP PARTS-EP | Z02-315-02-0H LINER | 12-14 Weeks |
| 2 | Z101225 | Gasket 4" - 150# | Stock |
| 2 | Z101225 | Gasket 4" - 150# | Stock |
| 1 | Z101223 | GASKET | 8 Weeks |
| 4 | Z18289 | GASKET FLAT | 6 Weeks |
| 6 | Z97813 | GASKET | 8 Weeks |
| 16 | ZR-3186 | SHELL ROD BEARING | 14-16 Weeks |
| 32 | Z02-340-01-0H | RING BEARING RETAINER | 8 Weeks |
| 1 | Z1A-1737 | PISTON POWER - Enterprise | 4 Weeks |
| 2 | Z96949 | PLUG | 14-16 Weeks |
| 16 | ZJC-048-000 | RING SET PISTON, ENTERPRISE R3 ENGINE | 16 Weeks |
| 16 | Z1A-6441 | KIT GASKET CYL HEAD | 8 Weeks |
| 16 | ZR-1476 | Gasket, Camshaft Cover | 8 Weeks |
| 8 | SHOP PARTS-EP | ZF-152-060-001 SEAL CRNKCS REL VLV | 6 Weeks |
| 16 | Z97152 | GASKET | 6 Weeks |
| 4 | Z101226 | GASKET | 8 Weeks |
| 9 | Z101225 | Gasket 4" - 150# | Stock |
| 16 | Z97057 | HOSE FUEL PUMP | 6 Weeks |
| 16 | ZR-3024 | HOSE FUEL PUMP | 8 Weeks |
| 4 | Z2-01S-098-055 | SEAL RING JOINT 1.25" PIPE | Stock |
| 4 | Z2-01S-098-057 | SEAL RING JOINT 2.00" PIPE | Stock |

Note: Cylinder head covers and sub-cover are being pursued. Pricing and availability to be determined.

PRICE NOTES:

- Pricing in US dollars
- Price based on the purchase of the Scope or Work and Quantity contained in Seller's proposal.
- No taxes/assessments/duties are included in the pricing shown. Purchaser shall pay all sales, use, or transportation taxes, or duties for which it may be liable and/or which the law requires Seller to collect.
- Freight and crating are not included in the pricing shown above. Pricing does not include transportation, crating, shipping, storage or logistics costs, which will be invoiced separately.
- For any optional scope purchased, Seller reserves the right to adjust the delivery schedule of Base Scopes depending on options selected. The impact on price and delivery will be communicated to Buyer at time of order placement.

EXTRA WORK:

Any additional work outside this scope of work will be billed as extras work and would require approval from both Purchaser Project Manager and Seller's Project or Service Manager with an EWAR Document (Extra Work Approval Report) prior to any work performed. This pricing does not include applicable sales, or user taxes

- **PARTS:** Unless otherwise stated hereunder or mutually agreed in writing by Seller and Owner through an EWAR, Parts will be invoiced upon shipment.
- **SERVICES:** Unless otherwise stated hereunder or mutually agreed in writing by Seller and Owner through an EWAR, Field Service labor, expenses, sub-contracting and misc. will be invoiced monthly. Machine Shop will be invoiced upon shipment or as per schedule milestones.

BID VALIDITY

This Proposal is valid for thirty days from issue unless extended in writing by Seller.

TERMS AND CONDITIONS

Terms and Conditions per Cooper Machinery Services standard terms and conditions or, upon mutually agreed upon terms and conditions.

PAYMENT SCHEDULE

Parts – 100% on shipment

Machine Shop – 100% on shipment

Field Labor invoiced Monthly

ORDER ACCEPTANCE:

Upon the Purchaser's decision to submit a purchase order, please address the purchase order to the following Cooper Machinery Services legal entity:

Cooper Machinery Services
16250 Port Northwest Drive
Houston, TX 77041

- Purchase Order shall conform to and reference Proposal No. 240511-144
- Deviations from this document (scope, price, payment schedule, terms and conditions, shipment cycle, or installation cycle) may cause delays or non-acceptance of the purchase order.

DELIVERY POINT

- All parts supplied by Seller under this proposal will be provided based upon Company FCA-Cooper's facility, place of manufacture, or warehouse (Incoterms 2010).
- Partial shipments will be allowed.

Wheeler World Inc.

**3071 Martinsburg Road
Gambier, OH 43022**
www.wheelerworldinc.com

Phone #: 800-499-4906

Fax #: 808-825-6511

Estimate

Date Estimate #

10/31/2023 12502

A/P & A/R: tina@wheelerworldinc.com Service: larry@wheelerworldinc.com President: tina@wheelerworldinc.com

Name / Address

City of Mulvane
211 North 2nd Street
Mulvane KS 67110

Project/Engine

RV-16-3 ENTERPRISE

P.O. No. Estimated lead time

| Item | Description | Qty | Rate | Total |
|----------------------|--|----------|-----------|-----------|
| ENGINE OVERHAUL | TURNKEY ENGINE OVERHAUL - PENDING INSPECTION | 1.00 | | 0.00 |
| LABOR SERVICE REP... | PER 2 WEEKS WITH TRAVEL WEEK 1&2 LABOR SERVICE REPRESENTATIVE DAN | 80.00 | 120.00 | 9,600.00 |
| LABOR SERVICE REP... | LABOR SERVICE REPRESENTATIVE OVERTIME DAN | 40.00 | 140.00 | 5,600.00 |
| TRAVEL TIME SERV ... | TRAVEL SERVICE REPRESENTATIVE | 14.00 | 90.00 | 1,260.00 |
| ROOM AND MEALS | DAILY ROOM AND MEALS | 14.00 | 250.00 | 3,500.00 |
| MILEAGE W/ TRAILER | MILEAGE WITH TOOL TRAILER PER MILE | 1,140.00 | 3.00 | 3,420.00 |
| LABOR SERVICE ME... | SERVICE MECHANIC | 80.00 | 85.00 | 6,800.00 |
| LABOR SERVICE ME... | SERVICE MECHANIC OVERTIME | 40.00 | 105.00 | 4,200.00 |
| TRAVEL TIME SERV ... | TRAVEL TIME SERVICE MECHANIC | 14.00 | 65.00 | 910.00 |
| ROOM AND MEALS | DAILY ROOM AND MEALS | 14.00 | 250.00 | 3,500.00 |
| MILEAGE TRUCK ON... | VEHICLE MILEAGE PER MILE | 1,140.00 | 2.00 | 2,280.00 |
| LABOR SERVICE ME... | SERVICE MECHANIC | 80.00 | 85.00 | 6,800.00 |
| LABOR SERVICE ME... | SERVICE MECHANIC OVERTIME | 40.00 | 105.00 | 4,200.00 |
| TRAVEL TIME SERV ... | TRAVEL TIME SERVICE MECHANIC | 14.00 | 65.00 | 910.00 |
| ROOM AND MEALS | DAILY ROOM AND MEALS | 14.00 | 250.00 | 3,500.00 |
| MILEAGE TRUCK ON... | VEHICLE MILEAGE PER MILE | 1,140.00 | 2.00 | 2,280.00 |
| BOBCAT RENTAL | BOBCAT RENTAL - WEEKLY ONSITE LOADING ,UN-LOADING AND MOVING OF PARTS AND EQUIPMENT | 1.00 | 500.00 | 500.00 |
| LABOR ESTIMATE | LABOR ESTIMATE 2 WEEKS WITH OUT TRAVEL WEEKS 3 & 4 | 1.00 | 50,480.00 | 50,480.00 |
| LABOR ESTIMATE | LABOR ESTIMATE 2 WEEKS WITH TRAVEL WEEKS 5 & 6 | 1.00 | 59,260.00 | 59,260.00 |
| LABOR ESTIMATE | LABOR ESTIMATE 2 WEEKS WITH OUT TRAVEL WEEKS 7 & 8 | 1.00 | 50,480.00 | 50,480.00 |
| LABOR ESTIMATE | LABOR ESTIMATE 2 WEEKS WITH TRAVEL WEEKS 9 & 10 | 1.00 | 59,260.00 | 59,260.00 |
| LABOR ESTIMATE | LABOR ESTIMATE 2 WEEKS WITH TRAVEL WEEKS 11 & 12 FINAL | 1.00 | 59,260.00 | 59,260.00 |

Estimate for Budget. Billing will be based on time, material & shipping cost at time of actual work.

Subtotal:

Sales Tax: ()

Total:

Wheeler World Inc.

**3071 Martinsburg Road
Gambier, OH 43022**
www.wheelerworldinc.com

Phone #: 800-499-4906

Fax #: 808-825-6511

Estimate

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10/31/2023 12502

A/P & A/R: tina@wheelerworldinc.com Service: larry@wheelerworldinc.com President: tina@wheelerworldinc.com

Name / Address

City of Mulvane
211 North 2nd Street
Mulvane KS 67110

Project/Engine

RV-16-3 ENTERPRISE

P.O. No. Estimated lead time

| Item | Description | Qty | Rate | Total |
|------------------------|--|-------|-----------|------------|
| TOOL RENTAL / TRAI... | TOOL RENTAL / TRAILER (PER JOB) | 1.00 | 4,400.00 | 4,400.00 |
| SHIPPING & HANDLI... | FREIGHT CHARGES 2 TRIPS HEADS EST ONLY | 2.00 | 3,500.00 | 7,000.00 |
| | SUB TOTAL LABOR, RENTAL AND SHIPPING OF HEADS FOR REPAIR | | | 349,400.00 |
| NOTES | PARTS REQUIRED FOR OVERHAUL ADDITIONAL PARTS MAY BE REQUIRED AS OVERHAUL IS IN PROGRESS | 1.00 | | 0.00 |
| 03-360-03 CYLINDER ... | DRAWING 03-360-03 CYLINDER HEAD & VALVE ASSY | 18.00 | 14,400.00 | 259,200.00 |
| 1A-1464 | GASKET KIT | 18.00 | 2,800.00 | 50,400.00 |
| Piston | PISTON | 2.00 | 9,800.00 | 19,600.00 |
| R-1475 | CYLINDER LINER - L/B MASTER ROD SIDE | 4.00 | 9,600.00 | 38,400.00 |
| JF-091-000 | O-RING, LINER | 50.00 | 190.00 | 9,500.00 |
| JC-013-009 | PISTON RING SET | 16.00 | 1,780.00 | 28,480.00 |
| 02-340-4780 MASTER ... | 02-340-4780 MASTER ROD & CONN ROD BOX ASSY | 1.00 | 22,400.00 | 22,400.00 |
| 02-340-04-AG | SHELL BEARING, 1/2 UPPER & 1/2 LOWER 2 PCS | 10.00 | 1,900.00 | 19,000.00 |
| 02-340-04-AG | SHELL BEARING, 1/2 UPPER & 1/2 LOWER 2 PCS | 10.00 | 1,900.00 | 19,000.00 |
| OUT SIDE SERVICE P... | PUMP LABOR | 16.00 | 2,850.00 | 45,600.00 |
| F-075-050 | FUEL INJECTION NOZZLE HOLDER | 16.00 | 650.00 | 10,400.00 |
| R-2320 | FUEL LINE- RV-3 ENTERPRISE - INSPECT / TEST / REPAIR-REPLACE | 16.00 | 100.00 | 1,600.00 |
| 01739-526103109 | AUXILIARY SYSTEMS FULL FLOW FILTER ASSEMBLY WITH (3) PH739-03-CG ELEMENTS INSTALLED | 1.00 | 19,846.00 | 19,846.00 |
| 01718-0150-1C01 | HILCO SIMPLEX OIL FILTER | 1.00 | 4,500.00 | 4,500.00 |
| HEATER | HEATER, CHROMALOX | 1.00 | 6,500.00 | 6,500.00 |
| PEERLESS PUMP | PEERLESS PUMP | 1.00 | 4,200.00 | 4,200.00 |
| SCH 40 CARBON STE... | PIPE - SCH 40 CARBON STEEL 21 FT LENGTH | 1.00 | 1,900.00 | 1,900.00 |

Estimate for Budget. Billing will be based on time, material & shipping cost at time of actual work.

Subtotal:

Sales Tax: ()

Total:

Wheeler World Inc.

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www.wheelerworldinc.com

Phone #: 800-499-4906

Fax #: 808-825-6511

Estimate

Date Estimate #

10/31/2023 12502

A/P & A/R: tina@wheelerworldinc.com Service: larry@wheelerworldinc.com President: tina@wheelerworldinc.com

Name / Address

City of Mulvane
211 North 2nd Street
Mulvane KS 67110

Project/Engine

RV-16-3 ENTERPRISE

P.O. No.

Estimated lead time

| Item | Description | Qty | Rate | Total |
|-------------------|---|-------|----------|-----------|
| 8249K24 | WATER CIRCULATION PUMP FOR BYPASS FILTER - HEATER SYSTEM | | 1,253.00 | 1,253.00 |
| NWOH-06-015P | CHROMALOX JACKET WATER HEATER | 1.00 | 4,350.00 | 4,350.00 |
| 49007510200 | CI FLG Y STRAINER 125# 2 | 2.00 | 172.98 | 345.96 |
| 47865K21 | BRASS ON-OFF VALVE WITH LEVER HANDLE, 1/4 NPT FEMALE | 4.00 | 121.80 | 487.20 |
| Z09-1-1#3 | CYLINDER HEAD COVER 94604 SUB -COVER | 10.00 | 2,240.00 | 22,400.00 |
| MISC PARTS | | 1.00 | 4,000.00 | 4,000.00 |
| JOB SITE SUPPLIES | JOB SITE SUPPLIES RAGS, GAS, CLEANER ECT | 1.00 | 4,000.00 | 4,000.00 |

***Estimate for Budget. Billing will be based on
time, material & shipping cost at time of actual
work.***

Subtotal: \$946,762.16

Sales Tax: () \$0.00

Total: \$946,762.16

August 5, 2024
City Council Meeting

TO: Mayor and City Council
FROM: City Administrator
RE: Transient Guest Tax (Kansas Star Casino Request for Distribution)
ACTION: Review, discuss and authorize the distribution of TGT funds

Background:

In 2008, the governing body of the City of Mulvane, Kansas passed Charter Ordinance No. 26 which established a 5% Transient Guest Tax (TGT).

In 2011, the City Council adopted a policy that defines how the Transient Guest Tax shall be used and disbursed. As required by State law, the policy specifies tax proceeds shall primarily be spent on convention and tourism promotion primarily on activities and organizations which encourage increased lodging facility occupancy (i.e. stays at the Hampton Inn).

Then in 2022, the City Council amended the “Transient Guest Tax” Resolution. The amendment increased the Transient Guest Tax from 5% to 8% of gross receipts. The amendment restated the city’s intent to grant priority to request funds for convention and tourism to the Kansas Star for the first 5% of annual gross receipts. This priority will remain in effect until use of the Transient Guest Tax Funds by the Kansas Star reaches \$3,800,000.

Why did the city do this?

In early 2011, it was determined to properly serve the Casino with sanitary sewer, \$14 million in improvements (WWTP, sewer force mains, injection stations, and a new water line across the river) were necessary. The city asked Peninsula Gaming to pay for those improvements. The \$14 million for these improvements was a surprise to the owners of Peninsula Gaming. In order to make that expense more palatable, staff received permission from the City Council to offer a priority on the TGT to soften the impact.

Fund Application Process:

According to City policy, the Casino must apply to the City (on forms obtained from the City Administrator) for events or activities which meet the statutory requirements of K.S.A. 12-1692 *et seq.* The City Administrator approves the request and then places it on the City Council agenda. The completed Program/Event Application is attached.

Financial Considerations:

Below is a chart of the TGT funds distributed to the Kansas Star Casino since the State began collecting the tax in 2013 when the first phase of the Hampton Inn began operating.

If approved, for 2024 the city will disburse \$350,000.00 to the Casino.

| | |
|------|--------------|
| 2014 | \$200,000.00 |
| 2015 | \$240,000.00 |
| 2016 | \$300,000.00 |
| 2017 | \$300,000.00 |

| | |
|----------------------|---------------------|
| 2018 | \$231,000.00 |
| 2019 | \$378,000.00 |
| 2020 | \$333,000.00 |
| 2021 | \$110,000.00 |
| 2022 | \$175,000.00 |
| 2023 | \$400,000.00 |
| 2024 <i>proposed</i> | <u>\$350,000.00</u> |

Total to date: \$3,017,000.00

Legal Considerations:

As per City Attorney.

Recommendation:

Motion to authorize the City Administrator to approve the 2024 request from the Kansas Star Casino for Transient Guest Tax funds in the amount of \$350,000.00.



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

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

Brief Description of Program/Event: Kansas Star intends to hold several events during 2024. These events include concerts, Trade Show / Conferences and equestrian events targeting a wide audience.

Date and Time of Program/Event: Events currently scheduled include: Flogging Molly (March), Three Dog Night (March), Night Ranger (April), Maddie & Tae (July), Gabby Barrett (July), Bored Teachers (August), 38 Special (September), 98 Degrees (October). Additional acts and events are being scheduled for the remainder of the year.

Amount of Grant Requested: \$350,000

Brief Description explaining why Program/Event could result in overnight stays: These events are included in our marketing material which is mailed to guests in a large geographic area.

Description of Program/Event Costs and Other Sources of Funds, if any: Flogging Molly (\$50,000), Three Dog Night (\$55,000), Night Ranger (\$50,000), Maddie & Tae (\$35,000), Gabby Barrett (\$75,000), Bored Teachers (\$40,000), 38 Special (\$65,000), 98 Degrees (\$100,000). Additional costs will be incurred as future acts are confirmed.

Submit a copy of the total program/event budget in a separate file.

Submitted this 23 day of JULY, 2024.

APPLICANT:

By 

Authorized Requestor (Printed Name) Alli Kuplen

Title: General Manager

Mailing address and contact information for applicant:

Mailing Address: 777 Kansas Star Drive, Mulvane KS 67110

Phone #: 316-719-5069

Email: allisonkuplen@boydgaming.com

[For City of Mulvane Use Only]

Date Request Received: _____

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

City Administrator

Yes No
[Initial One]

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

August 5, 2024
City Council Meeting

TO: Mayor & City Council
FR: City Administrator
RE: City Hall Hours Ordinance/Resolution
ACTION: Approve Amending Ordinance Regarding City Hall Hours/Resolution Implementing New City Hall Hours

Background:

The city of Mulvane’s aim is to best serve the citizens of Mulvane while making sure that staff has a good working environment. In discussions with staff, the proposal of changing hours of operation brought about benefits for both the citizens and city hall staff. The proposal was to lengthen the hours-of-service Monday-Thursday, to catch more citizens outside of 8 am – 5 pm business hours. The proposal also shortens the operational hours on Friday to benefit the staff on a normally slow workday.

Currently, City Hall’s operational hours are set by ordinance in our code book (8 am – 5 pm M-F). The proposed ordinance would remove City Hall hours from the code book and have them be set by policy. Changing operational hours from code to policy allows for an easier transition in the future. A resolution is included to set the new hours of operation.

Proposed Hours of Operation:

| | |
|-------------------|--------------------|
| Monday-Thursday | Friday |
| 7:00 am – 5:00 pm | 7:00 am – 11:00 am |

This policy, if passed, will be evaluated on a six month and yearly basis to determine if it is having the desired effect. Other adjustments will be made to go along with these hours, including no utility shutoffs on Fridays and evaluating our phone answering system to make sure citizens are getting the information they need in a timely manner. The proposed hours would not take effect until September 2, 2024, to allow for plenty of advertising.

Analysis:

The proposed hours would add 1 hour outside of 8:00 am to 5:00 pm to allow citizens to come in or call City Hall and meet/talk with staff. The shortened hours on Friday will benefit city hall staff by extending off time over the weekend, while still giving the extra hour in the morning for citizen access. Adjusting office hours to 7:00 am also lines up with the Public Works/Utilities Department as their current hours are 7:00 am to 3:00 pm.

Fiscal Impact:

On initial review, the cost to the city is about the same. The city could lose out on some late fees by extending the shutoff period if it ever lands on Friday (not necessarily a bad thing). On the other hand, the city can save money by adjusting the building environment (HVAC and lights) for the time out of operation on Friday afternoons.

Recommendations:

Approve the ordinance 1584 and resolution 2024-6

MOTION 1:

I make a motion to approve Ordinance 1584 amending title I, Chapter 115, Section 115.040 regarding hours of operation of city hall.

MOTION 2:

I make a motion to approve Resolution 2024-6 establishing a city hall policy governing the hours of operation for city hall.

(Ordinance Summary published in The Mulvane News on August 8, 2024 and the full text of the Ordinance made available at www.mulvanekansas.com a minimum of one (1) week from the date of publication.)

ORDINANCE NO. 1584

AN ORDINANCE OF THE CITY OF MULVANE, KANSAS AMENDING TITLE I, CHAPTER 115, SECTION 115.040 REGARDING HOURS OF OPERATION OF CITY HALL.

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

SECTION 1. Title I, Chapter 115, Section 105.040 of the Code of the City of Mulvane, Kansas is hereby amended to read as follows:

Section 115.040. **Office Hours.** The City Clerk shall maintain an office in the City Building and said hours of operation shall be set from time to time as deemed appropriate by the City Council.

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

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

[Remainder of Page Intentionally Left Blank]

PASSED, ADOPTED AND APPROVED by the governing body of the City of Mulvane, Kansas this 5th day of August, 2024.

CITY OF MULVANE, KANSAS

[seal]

By _____
Brent Allen, Mayor

ATTEST:

By _____
Debra M. Parker, City Clerk

(Ordinance Summary published in The Mulvane News on August 8, 2024 and the full text of the Ordinance made available at www.mulvanekansas.com a minimum of one (1) week from the date of publication.)

Ordinance No. 1584 Summary

On August 5, 2024, the City of Mulvane, Kansas adopted Ordinance No. 1584 which amends Title I, Chapter 115, Section 115.040 of the Code of the City of Mulvane, Kansas setting City Hall hours of operation from time to time as deemed appropriate by the City Council. A complete copy of this ordinance maybe obtained or viewed free of charge at the Office of the City Clerk at City Hall, 211 N. Second, Mulvane, Kansas 67110 or at www.mulvanekansas.com. This summary is certified legally accurate and sufficient by the Mulvane City Attorney pursuant to K.S.A. 12-3001 *et seq.*

SUMMARY CERTIFIED:

City Attorney

Date: _____

RESOLUTION NO. 2024-6

A RESOLUTION ESTABLISHING A CITY HALL POLICY GOVERNING THE HOURS OF OPERATION FOR CITY HALL.

WHEREAS, the governing body of the City of Mulvane, Kansas (the "City") finds it necessary to adopt a resolution establishing a City Hall Policy governing the hours of operation for City Hall.

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

SECTION 1. City Hall shall maintain hours of operation and be open to the public from 7:00 a.m. to 5:00 p.m., Monday through Thursday and from 7:00 a.m. to 11:00 a.m. on Friday.

SECTION 2. These hours will take effect Monday, September 2, 2024.

SECTION 3. These hours may be adjusted by the City Administrator as deemed necessary or due to a state of emergency.

PASSED, ADOPTED AND APPROVED by the governing body of the City of Mulvane, Kansas this ____ day of _____, 20__.

CITY OF MULVANE, KANSAS

[seal]

Brent Allen, Mayor

ATTEST:

Debra M. Parker, City Clerk

**CITY COUNCIL MEETING
MULVANE, KANSAS**

August 5, 2024

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

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

| Project Name/Description | Project Status |
|--|---|
| Phase 3 Main A Sanitary Sewer Improvements <i>(Bond Issue funding)</i> | <u>Completed to Date:</u> Distributed a preliminary concept layout and proposed scope of design work for replacing the Styx Creek RCB culvert at Prather St. Coordinated with structural/bridge designers and City staff to review project details and send/receive bridge engineering design proposals. <u>Remaining Work:</u> Evaluate proposals and confirm final Phase 3 project scope with City staff. <u>Contract Status:</u> Construction contracts pending. |
| GIS Mapping Updates <i>(Administration Operating Budget)</i> | <u>Completed to Date:</u> Prepared updated City boundary map for City’s NPDES permit renewal application (KDHE permit expires at the end of 2024). <u>Remaining Work:</u> Provide mapping assistance when requested. <u>Contract Status:</u> Per City staff. |
| Phase 1 Harvest Point Addition Infrastructure <i>(Municipal Bonds)</i> | <u>Completed to Date:</u> The Contractor has initiated utility work at Webb & Sapphire Ln. <u>Remaining Work:</u> Install erosion control BMP’s, followed by sanitary sewer installations, mass grading/detention ponds, storm sewer and water line installations. Prepare street bid documents, bid and construct streets. <u>Contract Status:</u> The construction agreement with McCullough Excavation was approved by the City on June 3 rd in the amount of \$1,672,980. |
| Emerald Valley Estates 2nd Addition Infrastructure <i>(Municipal Bonds)</i> | <u>Completed to Date:</u> Prepared final water line design plans and technical specifications to initiate KDHE permit review. Completed preliminary sanitary sewer, storm sewer, mass grading and detention pond design plans. Prepared application documents for KDHE-NOI (storm water pollution prevention permit). <u>Remaining Work:</u> Complete utility plan review by City staff, prepare final design plans and bid documents for “Emerald Valley Estates 2 nd Addition - Grading and Utility Improvements”. <u>Contract Status:</u> Construction contracts pending. |
| West Main Street Drainage Improvements <i>(Special Sales Tax)</i> | <u>Completed to Date:</u> Design plans and specifications (bid documents) have been distributed to prospective bidders. <u>Remaining Work:</u> Project bids on August 13 th . Evaluate bids received and present recommendations to City staff. <u>Contract Status:</u> Construction contracts pending. |

August 5, 2024
Mulvane Land Bank Trustee Meeting

TO: Chair & Land Bank Trustees
FR: Land Bank Staff
RE: Land Bank Related Business
ACTION: Conduct Land Bank Business.

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

MOTION by _____, second by _____ to recess the 8-05-24 City Council meeting and convene as the Mulvane Land Bank.

MOTION by _____, second by _____ to approve the 6/3/24 and 7/1/24 Land Bank Trustee meeting minutes.

MOTION by _____, second by _____ to recess the Mulvane Land Bank meeting for a period not to exceed _____ minutes for the purpose of conducting a public hearing regarding the 2025 proposed annual Land Bank budget.

- *Listen to comments from the citizens regarding the proposed 2025 annual Land Bank budget.*
- *Mayor closes the public hearing.*

MOTION by _____, second by _____ to reconvene the 8-05-24 Regular Land Bank meeting.

MOTION by _____, second by _____ to approve the 2025 annual Land Bank budget as provided.

MOTION by _____, second by _____ to approve the invoice of \$57.20 for the publication of the budget hearing notification with the Mulvane News.

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

All Land Bank Board members present sign the 2025 annual budget Certificate page (1 original needed).

MULVANE LAND BANK
6/3/24
Board of Trustees Meeting Minutes

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

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

MOTION by Gerber, second by Huntley to recess the City Council Meeting and convene as the Mulvane Land Bank.

MOTION approved unanimously.

MOTION by Gerber, second by Westfall to approve the May 20, 2024, Land Bank Trustee meeting minutes.

MOTION approved unanimously.

MOTION by Gerber, second by Leach to approve an invoice from Triplett Woolf and Garretson Law Firm for \$1,408.00.

MOTION approved unanimously.

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

MOTION approved unanimously.

Minutes by:
Debra M. Parker, Secretary

MULVANE LAND BANK
7/1/24
Board of Trustees Meeting Minutes

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

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

MOTION by Leeds, second by Huntley to recess the City Council meeting and convene as the Mulvane Land Bank.

MOTION approved unanimously.

MOTION by Huntley, second by Westfall to approve the budget hearing date of August 5, 2024, for the 2025 budget of the Mulvane Land Bank.

MOTION approved unanimously.

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

MOTION approved unanimously.

Minutes by:
Debra M. Parker, Secretary

CERTIFICATE

To the Clerk of Sedgwick County/Sumner County, State of Kansas

We, the undersigned, officers of

Mulvane Land Bank

certify that: (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted
maximum expenditures for the various funds for the year 2025; and (3) the
Amount(s) of 2024 Ad Valorem Tax are within statutory limitations for the 2025 Budget.

| | | 2025 Adopted Budget | | | |
|---|---------------|---------------------|-----------------------------------|-------------------------------|--|
| Table of Contents: | | Page No. | Budget Authority for Expenditures | Amount of 2024 Ad Valorem Tax | Final Tax Rate (County Clerk's Use Only) |
| Allocation MVT, RVT, 16/20M Vehicle Tax | | 2 | | | |
| Schedule of Transfers | | 3 | | | |
| Statement of Indebt. & Lease/Purchase | | 4 | | | |
| Fund | K.S.A. | | | | |
| General | 0 | 5 | | | |
| Debt Service | 10-113 | | | | |
| | | | | | |
| Land Bank | | 5 | 17,740 | | |
| | | 5 | | | |
| | | | | | |
| Totals | xxxxxxxxxx | | 17,740 | 0 | |
| Budget Hearing Notice | | 6 | | | County Clerk's Use Only |
| Combined Rate - Budget Hearing Notice | | | | | |
| RNR Hearing Notice | | | | | |
| Neighborhood Revitalization Rebate | | | | | Nov. 1, 2024 Total Assessed Valuation |

| | |
|---|-----------|
| Revenue Neutral Rate | 0.000 |
| Does budget require a resolution to exceed the Revenue Neutral Rate? | NO |

Assisted by:

Address:

Email:

Attest: _____, 2024

County Clerk

Governing Body

| |
|--------------------|
| CPA Summary |
|--------------------|

Mulvane Land Bank
Sedgwick County/Sumner County

2025

Allocation of MV, RV, 16/20M, Commercial Vehicle, and Watercraft Tax Estimates

| 2024 Budgeted Funds | Tax Levy Amount in 2024 Budget | Allocation for Year 2025 | | | | |
|---------------------|--------------------------------|--------------------------|-----|------------|----------|------------|
| | | MVT | RVT | 16/20M Veh | Comm Veh | Watercraft |
| General | 0 | 0 | 0 | 0 | 0 | 0 |
| Debt Service | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 |

County Treas Motor Vehicle Estimate 0

County Treas Recreational Vehicle Estimate 0

County Treas 16/20M Vehicle Estimate 0

County Treas Commercial Vehicle Tax Estimate 0

County Treas Watercraft Tax Estimate 0

MVT Factor 0.00000

RVT Factor 0.00000

16/20M Factor 0.00000

Comm Veh Factor 0.00000

Watercraft Factor 0.00000

FUND PAGE FOR FUNDS WITH NO TAX LEVY

| Adopted Budget Land Bank | Prior Year Actual for 2023 | Current Year Estimate for 2024 | Proposed Budget Year for 2025 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| Unencumbered Cash Balance Jan 1 | 22,503 | 21,740 | 17,740 |
| Receipts: | | | |
| | | | |
| | | | |
| | | | |
| Interest on Idle Funds | | | |
| Miscellaneous | | | |
| Does misc. exceed 10% of Total Receipts | | | |
| Total Receipts | 0 | 0 | 0 |
| Resources Available: | 22,503 | 21,740 | 17,740 |
| Expenditures: | | | |
| Legal Services | 527 | 3,000 | 3,000 |
| Publications | 236 | 1,000 | 1,000 |
| Purchase of Property | | | 13,740 |
| | | | |
| | | | |
| Cash Reserve (2025 column) | | | |
| Miscellaneous | | | |
| Does misc. exceed 10% Total Expenditures | | | |
| Total Expenditures | 763 | 4,000 | 17,740 |
| Unencumbered Cash Balance Dec 31 | 21,740 | 17,740 | 0 |
| 2023/2024/2025 Budget Authority Amount: | 12,200 | 12,500 | 17,740 |

| Adopted Budget | Prior Year Actual for 2023 | Current Year Estimate for 2024 | Proposed Budget Year for 2025 |
|--|-------------------------------|-----------------------------------|----------------------------------|
| 0 | | | |
| Unencumbered Cash Balance Jan 1 | | 0 | 0 |
| Receipts: | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Interest on Idle Funds | | | |
| Miscellaneous | | | |
| Does misc. exceed 10% of Total Receipts | | | |
| Total Receipts | 0 | 0 | 0 |
| Resources Available: | 0 | 0 | 0 |
| Expenditures: | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Cash Reserve (2025 column) | | | |
| Miscellaneous | | | |
| Does misc. exceed 10% Total Expenditures | | | |
| Total Expenditures | 0 | 0 | 0 |
| Unencumbered Cash Balance Dec 31 | 0 | 0 | 0 |
| 2023/2024/2025 Budget Authority Amount: | 0 | 0 | 0 |

CPA Summary

NOTICE OF BUDGET HEARING

State of Kansas
 2025 Special District

The governing body of
Mulvane Land Bank
 Sedgwick County/Summer County

will meet on August 5, 2024 at 6:00 PM at Mulvane City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of tax to levied. Detailed budget information is available at Mulvane City Hall and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2025 Expenditures and Amount of 2024 Ad Valorem Tax establish the maximum limits of the 2025 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

| FUND | Prior Year Actual 2023 | | Current Year Estimate for 2024 | | Proposed Budget Year for 2025 | | |
|-------------------------------|------------------------|------------------|--------------------------------|------------------|-----------------------------------|-------------------------------|------------------------------|
| | Expenditures | Actual Tax Rate* | Expenditures | Actual Tax Rate* | Budget Authority for Expenditures | Amount of 2024 Ad Valorem Tax | Proposed Estimated Tax Rate* |
| General | | | | | | | |
| Debt Service | | | | | | | |
| Land Bank | 763 | | 4,000 | | 17,740 | | |
| Totals | 763 | 0.000 | 4,000 | 0.000 | 17,740 | 0 | 0.000 |
| <i>Revenue Neutral Rate**</i> | | | | | | | <i>0.000</i> |
| Less: Transfers | 0 | | 0 | | 0 | | |
| Net Expenditures | 763 | | 4,000 | | 17,740 | | |
| Total Tax Levied | 0 | | 0 | | XXXXXXXXXXXXXXXXXX | | |
| Assessed Valuation | 0 | | 0 | | 0 | | |

Outstanding Indebtedness,

| Jan 1, | 2022 | 2023 | 2024 |
|-------------------|------|------|------|
| G.O. Bonds | 0 | 0 | 0 |
| Revenue Bonds | 0 | 0 | 0 |
| Other | 0 | 0 | 0 |
| Lease Pur. Princ. | 0 | 0 | 0 |
| Total | 0 | 0 | 0 |

*Tax rates are expressed in mills.

**Revenue Neutral Rate as defined by KSA 79-2988

Rachael Blackwell

Proof of Publication

•AFFIDAVIT•

State of Kansas, Sumner County, ss.

Michael Robinson of lawful age, being duly sworn upon oath, states that (he) (she) is the publisher of The Mulvane News.

That said newspaper has been published at least fifty (50) times a year and has been so published for at least five years prior to the first publication of the attached notice;

That said newspaper is entered as second class mail matter at the post office of its publication.

That said newspaper has a general paid circulation on a yearly basis.

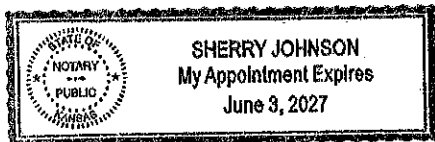
The ATTACHED was published on the following dates in a regular issue of said paper for a total of one (1) consecutive times.

- 1st publication was on the 18th day of JULY, 2024
- 2nd publication was on the _____ day of _____, 20____
- 3rd publication was on the _____ day of _____, 20____
- 4th publication was on the _____ day of _____, 20____

Publication Fee \$ _____

Signed Michael Robinson

Subscribed and sworn to before me this 18th day of July, 2024



Sherry Johnson
My commission expires June 3, 2027

Public Notice

(First published in The Mulvane News, Thursday, July 18, 2024)

NOTICE OF BUDGET HEARING

The governing body of Mulvane Land Bank Sumner County will meet on August 5, 2024 at 8:00 PM at Mulvane City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all financial information of tax in 2024. Detailed Budget information is available at Mulvane City Hall and will be available at this hearing. **BUDGET SUMMARY:** Proposed Budget 2024 Expenditures and Assessed Value of 2024 AA Valuation. Tax credits for maximum amount of the 2024 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

| FUND | Prior Year actual (2023) | | Current Year Estimate for 2024 | | Proposed Budget Year for 2025 | |
|----------------------|--------------------------|-----------------|--------------------------------|-----------------|-----------------------------------|---------------------------------|
| | Expenditures | Actual Tax Rate | Expenditures | Actual Tax Rate | Budget Available for Expenditures | Assessed Value AA Valuation for |
| General | | | | | | |
| Debt Service | | | | | | |
| Land Bank | 703 | | 4,000 | | 17,740 | |
| Totals: | 703 | 0.000 | 4,000 | 0.000 | 17,740 | 0.000 |
| | | | | | Revenue Request ** | 0.000 |
| Legal Fees/Attorneys | 0 | | 0 | | 0 | |
| Real Estate Services | 703 | | 4,000 | | 17,740 | |
| Taxes Tax Payable | 0 | | 0 | | 0 | |
| Assessed Valuation | 0 | | 0 | | 0 | |

| Outstanding Indebtedness: | 2023 | 2024 | 2025 |
|---------------------------|----------|----------|----------|
| Long Term Debt | 0 | 0 | 0 |
| Revenue Bonds | 0 | 0 | 0 |
| Other | 0 | 0 | 0 |
| Land Bank Fund | 0 | 0 | 0 |
| Total | 0 | 0 | 0 |

**Revenue Request Rate will be based on 2024 AA Valuation
**Revenue Request Rate will be based on 2024 AA Valuation

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

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

| | | |
|-----------------|----|-------|
| City of Mulvane | | |
| 211 N. Second | | |
| Mulvane | KS | 67110 |

INVOICE

| Date of ad | Copy | Area | Size | Amount | Cost |
|---------------|---|-------|------|----------|----------|
| 2024 | | | | | |
| May 13 | PAID (Bal: \$959.56) | | | -734.65 | -734.65 |
| May 23 | Grad Ad-Council | n | | 60.00 | 60.00 |
| May 23 | PN: Consumer Confidence-water | n | 4 | 28.60 | 114.40 |
| May 23 | PN: Municipal Court fees | n | 6 | 7.15 | 42.90 |
| May 2,9,16,23 | 30: Mulvane Public Works | n b r | | 600.60 | 600.60 |
| May 30 | PN: Ordinance 1581 | n | 13 | 7.15 | 92.95 |
| May 30 | PN: Resolution 2024-3 | n | 20 | 7.15 | 143.00 |
| May 30,J 4 | Swimming Pool Opens 2x12 w/c | n b | | 315.80 | 315.80 |
| June 10 | PAID (Bal: \$139.76) | | | -2189.45 | -2189.45 |
| June 6,13,18 | 20,25: PN: Consumer Confidence-water | n b | 4 | 28.60 | 114.40 |
| June 18,20,25 | 27,July 1: Pool 4th July Party | n b | 2 | 227.20 | 454.40 |
| June 27 | PN: Resolution 2024-4 | n | 78 | 7.15 | 557.70 |
| June 27 | PN: Ordinance 1582 | n | 20 | 7.15 | 143.00 |
| June | Subscription-Public Works | mn | | 42.00 | 42.00 |
| July 10 | Name Plate (Planning Comm) Matt Billingslea | | | 7.82 | 7.82 |
| July 15 | PAID (Bal: \$438.38) | | | -1020.70 | -1020.70 |
| July 18 | PN: Mulvane Land Bank budget hearing | n | 8 | 7.15 | 57.20 |
| July 18 | PN: Plan Comm. Public Hearing | n | 23 | 7.15 | 164.45 |
| July 18 | PN: Budget Hearing | n | 44 | 7.15 | 314.60 |
| July 18 | PN: Ordinance 1583 | n | 15 | 7.15 | 107.25 |

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

Total Due
\$1081.88

Thank you for your business

Agenda Section - Mulvane Housing Authority

Mulvane Housing Authority
August 5, 2024

TO: Mulvane Housing Authority
FR: City staff
RE: Quad County Manor Business
ACTION: Recess council meeting and convene as MHA. Take action.

Background:

The City Council serves as the Mulvane Housing Authority (MHA). The primary purpose of the Housing Authority was to oversee the 23-unit Quad County Manor Section 8 housing complex. QCM was built in the 1980s with a USDA Rural Development loan.

MOTION to recess the City Council Meeting and convene as the Mulvane Housing Authority.

MOTION to approve the Mulvane Housing Authority Meeting minutes dated 4/1/24.

J. T. Klaus will review the Real Estate Purchase Agreement with Larry Beck for the purchase of Quad Co. Manor (605 E. Main).

MOTION to approve the Restated and Amended Real Estate Purchase Agreement between Mulvane Public Housing Authority and OSM, LLC for the sale of Quad County Manor property at 605 E. Main in Mulvane; authorize the Chair and Secretary to sign the Real Estate Purchase Agreement, deed, assignments, and all other documents necessary to consummate the sale; and authorize the Chair, Secretary, and City Staff to take all actions necessary to consummate the sale.

MOTION to adjourn the Mulvane Housing Authority meeting and reconvene the regular City Council meeting of 8-5-24.

MULVANE HOUSING AUTHORITY

4/1/24

Meeting Minutes

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

The City Council serves as the Mulvane Housing Authority (MHA). The primary purpose of the Housing Authority was to oversee the 23-unit Quad County Manor Housing Complex.

MOTION by Huntley, second by Westfall to recess the City Council Meeting and convene as the Mulvane Housing Authority.

MOTION approved unanimously.

MOTION by Westfall, second by Huntley to approve the Mulvane Housing Authority Meeting minutes dated 10/2/23 and 12/4/23.

MOTION approved unanimously.

City Attorney, J.T. Klaus, reviewed the General Incentive Offer with the Board. In response to the MHA request to prepay the multifamily housing loan, the Rural Housing Service (RHS) has prepared an incentive offer to avert prepayment and keep the housing in the program that would include incentives with could include: Rental Assistance, An increased annual return on investment, Release of excess reverses, and Conversion or modification of interest credit.

If the incentive package is accepted, the MHA would be required to execute a “Restrictive Use Covenant” that would obligate the MHA or any successors in title to restricting the use of the housing to very-low, low, and moderate-income tenants for a period of 20 years. If accepted, a capital needs assessment and an appraisal will be required. The Board has until April 20, 2024, to accept or reject this General Incentive Offer.

MOTION by Huntley, second by Gerber to reject the General Incentive Offer from USDA Rural Development regarding the prepayment of loan.

MOTION approved unanimously.

MOTION by Huntley, second by Gerber to adjourn the Mulvane Housing Authority meeting and reconvene the regular City Council meeting of 4/1/24.

MOTION approved unanimously.

Minutes by:
Debra M. Parker, Secretary

Mulvane Public Housing Authority
August 5, 2024

TO: Mulvane Public Housing Authority
FROM: City/MPHA staff
RE: Quad County Manor Sale Agreement
ACTION: Recess council meeting and convene as MPHA.

Background:

The members of the City Council serve as the members of the Mulvane Public Housing Authority (MPHA). The primary purpose of the MPHA was to oversee the 23-unit Quad County Manor housing complex.

On September 6, 2023, the MPHA accepted and approved the proposal from Larry Beck for the purchase of Quad County Manor upon the following general terms:

- \$265,000 purchase price
- As-is condition
- \$55,000 cash returned to buyer representing security deposits and to fund a reserve/operating account
- Closing as soon as possible

As directed by the Chair, the City Attorney prepared a Real Estate Purchase Agreement according to these terms in September. The original agreement has gone stale and is no longer usable for a closing. Obtaining permission to pre-pay the USDA's government loan (as expected) has been a significant legal undertaking fraught with delay, for which the City Attorney (with the assistance of Carol Roberts) have been providing all the information.

Planning to sell the Property on August 15, the City Attorney in consultation with the City Administrator notified the USDA that the MPHA would like to pay the loan on August 7, 2024, in hopes that the satisfaction of lien will be provided prior to the August 15, 2024 anticipated sale date. The title company was unwilling to close the transaction while "waiting on the USDA satisfaction". A Restated and Amended Purchase Agreement has been crafted to replace the original version in the hopes of an August 15 closing upon all the original terms but with a new named entity (owned by Larry Beck).

The USDA (based on the City Attorney's work and information provided) has agreed to release the property from all rent restrictions once the final loan pay-off has been made.

Financial Considerations:

At closing, the MPHA will receive \$265,000, plus/minus prorations for closing costs, taxes, and rents, and will pay \$55,000 to the buyer for security deposits and to fund a reserve/operating account. The MPHA will net approximately \$210,000 from the sale of Quad County Manor, but will have to return the USDA loan pre-payment costs to the City.

Legal Considerations:

The City Attorney has completely redrafted the Real Estate Purchase Agreement to account for the latest developments and the August 15 close. The MPHA will still own Fairchild Park and will obtain an ingress and egress right over "Swan Drive" from the new owner. Swan Drive is not dedicated as a city street.

Recommendation/Action:

1. MOTION: I move to recess the City Council Meeting and convene as the Mulvane Public Housing Authority.

Agenda Section - Mulvane Public Housing Authority

2. MOTION: I move to approve the Mulvane Public Housing Authority Meeting minutes dated April 1, 2024.
3. MOTION: I move we approve the Restated and Amended Real Estate Purchase Agreement between Mulvane Public Housing Authority and OSM, LLC for the sale of Quad County Manor property at 605 E. Main in Mulvane; authorize the Chair and Secretary to sign the Real Estate Purchase Agreement, deed, assignments, and all other documents necessary to consummate the sale; and authorize the Chair, Secretary, and City Staff to take all actions necessary to consummate the sale.
4. MOTION: I move to adjourn the Mulvane Public Housing Authority meeting and reconvene the regular City Council meeting.

AMENDED AND RESTATED REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AMENDED AND RESTATED REAL ESTATE PURCHASE AND SALE AGREEMENT (this “*Agreement*”) is entered into by and between the Mulvane Public Housing Authority, an agency of the City of Mulvane, Kansas (“*Seller*”), and OSM, LLC, a Kansas limited liability company (“*Buyer*”), effective as of the last date on which either Seller or Buyer executes and dates this Agreement as reflected on the signature page hereto (the “*Effective Date*”) and amends, restates and replaces the Real Estate Purchase and Sale Agreement dated as of October 2 ,2023 by and between Lawrence J. Beck, as an individual, and the Seller regarding the Property.

In consideration of the mutual covenants set forth herein and in consideration of the Earnest Money herein called for, the parties agree as follows:

Section 1. Sale and Purchase. The Seller shall sell, convey, and assign to Buyer, and Buyer shall purchase and accept from Seller, for the Purchase Price (defined below) and on and subject to the terms and conditions herein set forth, the following:

(a) Land and Improvements. (i) The tracts and parcels of land situated at 605 E. Main in the City of Mulvane, Sumner County, Kansas, commonly known as “Quad County Manor” and as more fully described in Exhibit A (the “*Real Property*”), together with all rights, interests and privileges appurtenant to the Real Property, including, without limitation, all of Seller’s right, title, and interest in and to adjacent streets, alleys, rights-of-way, easements and any adjacent strips and gores of real estate (collectively, the “*Land*”); (ii) all improvements and fixtures located on the Land, including without limitation the multifamily buildings located on the Land (the “*Improvements*”); and (iii) all rights, titles, interests, and privileges appurtenant to the Land and Improvements;

(b) Personal Property. All of Seller’s interest in any tangible personal property and fixtures attached to or used exclusively in connection with the ownership, maintenance, use, leasing, service, or operation of the Real Property, including, without limitation, any and all furniture, carpeting, draperies, curtains, tools, supplies, leasing materials and signs, but specifically excluding any other cash and accounts (other than Deposits) held by Seller on the Effective Date that relate to the Property (the “*Personalty*”);

(c) Leases. All of Seller’s interest in the following, if any: all leases, franchises, licenses, occupancy agreements, rents, income, or other agreements demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to, the Real Property (collectively, the “*Leases*” and, individually, a “*Lease*”); all rents prepaid for any period subsequent to the Closing Date (defined below) and all refundable deposits, security or otherwise (“*Deposits*”) owed to tenants under the Leases (the “*Tenants*” and, individually, a “*Tenant*”);

(d) Service Contracts. To the extent assignable by Seller and agreed to be assumed by Buyer, in its sole discretion, service contracts affecting or relating to the Improvements or Land, if any (the “*Assumed Service Contracts*”);

(e) Warranties. All warranties or guaranties related to the Improvements or the Personalty, to the extent assignable by Seller (the “*Warranties*”); and

(f) Intangible Property. To the extent owned by and assignable by Seller, all intangible personal property used exclusively in the ownership, use, operation, occupancy, maintenance, management or development of the Land and Personal Property, including, without limitation, all marketing, advertising and promotional materials and photographs, the right (without representation or warranty of any kind by Seller) to use any trade name (including, without limitation, “Quad County Manor” and those names listed in Exhibit A hereto) now used in connection with the Real Property and Improvements, and, to the extent

approved by Buyer pursuant to this Agreement, all telephone and facsimile numbers and any web-sites for and tied strictly and exclusively to the Improvements located on the Land (with the understanding that much, if not all, of the marketing materials, phone numbers, etc. are not the property of Seller and instead are the property of the manager for Seller and thus cannot and will not be sold hereunder).

The above listed items are herein collectively called the “**Property**”. All of the Property shall be sold, conveyed, and assigned to Buyer at Closing (defined below) free and clear of all liens, claims, easements, and encumbrances whatsoever except for the Permitted Encumbrances (defined below).

Section 2. Purchase Price. The price for which Seller shall sell, convey, and assign the Property to Buyer, and which Buyer shall pay to Seller, is Two Hundred Sixty-Five Thousand and No/100 Dollars (\$265,000.00) (the “**Purchase Price**”). The Purchase Price shall be paid in immediately available funds at the Closing as set forth in **Section 10(b)(1)**.

Section 3. Earnest Money. Buyer shall deliver to Security 1st Title, 1726 E. Walnut Grove Rd., Derby, Kansas 67037 (the “**Title Company**”), the amount of One Thousand Dollars and No Cents (\$1,000.00) (the “**Initial Deposit**”) within five (5) business days of the Effective Date to be held in a non-interest bearing account and disbursed in accordance with this Agreement.

Section 4. Reserved.

Section 5. Reserved.

Section 6. Title Review.

(a) *Title Commitment.* Seller has caused to be delivered to Buyer: (i) a Commitment for Title Insurance (the “**Title Commitment**”) covering the Property dated not earlier than the Effective Date, issued by Title Company, and (ii) the Title Documents (as defined below). The Title Commitment shall contain a legal description of the Land, specify Buyer as the prospective named insured, show the Purchase Price as the prospective policy amount, show the status of title of the Property and all exceptions, including, but not limited to, easements, restrictions, rights-of-way, covenants, reservations, encumbrances, liens and other conditions, if any, affecting the Property, together with true, correct and legible copies of all items and documents referred to therein including copies of tax certificates covering all taxes affecting the Property (collectively, the “**Title Documents**”).

(b) “**Permitted Encumbrances**” shall mean and include, and the Property shall be sold subject to, each of the following:

(1) real estate taxes and special assessments for the calendar year of Closing, if any, not yet due and payable as of Closing;

(2) any other matter affecting title to the Property.

Section 7. Representations, Warranties, Covenants, and Disclaimers of Seller and Buyer.

(a) *Buyer’s Representations and Warranties.* Buyer hereby represents and warrants to Seller as follows:

(1) Buyer has the full right, power, and authority to execute and deliver this Agreement and to consummate the transactions provided for herein without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties. This Agreement, when executed and delivered by Buyer, will constitute the valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms.

(2) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not result in any breach of the terms, conditions or constitute a default under any instrument or obligation to which Buyer is now a party, or by which Buyer may be bound or affected, or violate any order, writ, injunction or decree of any court in any litigation to which Buyer is a party.

(3) Neither Buyer nor any constituent person comprising Buyer is listed as specially designated nationals or blocked persons on the list (the “*OFAC Listing*”) maintained by the Office of Foreign Assets Control of the Department of the Treasury pursuant to Executive Order 13224.

(4) All of the representations and warranties of Buyer set forth in this Agreement shall be true upon the execution of this Agreement and shall be deemed to be repeated at and as of the Closing Date.

(b) *Seller’s Representations and Warranties.* Seller hereby makes the following representations and warranties to Buyer:

(1) Seller is an agency of the City of Mulvane, Kansas duly organized, validly existing and in good standing under the laws of the State of Kansas. All requisite action (corporate, trust, partnership, limited liability company or otherwise) has been taken by Seller in connection with entering into this Agreement, the instruments referenced herein, and the consummation of the transactions contemplated hereby. No other consent of any member, manager, creditor, investor, judicial or administrative body, governmental authority or agency or other party is required. The individuals executing this Agreement and instruments referenced herein on behalf of Seller and the officers or commissioners of Seller, if any, have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.

(2) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not result in any breach of the terms, conditions or constitute a default under any instrument or obligation to which Seller is now a party, or by which Seller may be bound or affected, or violate any order, writ, injunction or decree of any court in any litigation to which Seller is a party.

(3) All of the representations and warranties of Seller set forth in this Agreement shall be true upon the execution of this Agreement and shall be deemed to be repeated at and as of the Closing Date.

(c) *Breach.* If, prior to Closing, Buyer becomes aware of a breach of any of the foregoing representations of Seller, Buyer’s sole remedies shall be to either (a) terminate this Agreement by written notice to Seller, or (b) waive such breach and close without any reduction in the Purchase Price by reason thereof, in which event Seller shall have no post-closing liability for such breach. If Buyer elects to terminate this Agreement pursuant to this **Section 7(c)**, the Earnest Money shall be subject to the terms and conditions of **Section 13(b)**; provided, however, nothing contained in this **Section 7(c)** shall be deemed to be a limitation on Buyer’s rights and remedies provided in **Section 13(b)**. If, prior to Closing, Seller becomes aware of a breach of any of the foregoing representations of Buyer, Seller’s sole remedies shall be to either (a) terminate this Agreement by written notice to Buyer and retain the Earnest Money, or (b) waive such breach and close without any reduction in the Purchase Price by reason thereof, in which event Buyer shall have no post-closing liability to Seller for such breach.

(d) *Survival.* Notwithstanding anything herein to the contrary, all the representations and warranties made in this Agreement shall survive the Closing and the delivery of the Closing Documents to Buyer for a period of twelve (12) months after the Closing Date (the “*Indemnity Period*”). After the Indemnity Period the parties agree that no claims or causes of action may be brought against any party or any of its directors, officers, employees, affiliates, controlling persons, agents or representatives based

upon, directly or indirectly, any of the representations and warranties contained in this Agreement, unless written notice of such claim was delivered to the other party within such Indemnity. This **Section 7(c)** shall not limit any covenant or agreement of the parties that contemplates performance after the Closing. All provisions of this Agreement that contemplate performance after the Closing Date (the “**Surviving Obligations**”), including without limitation, the waiver and indemnity provisions set forth in this Agreement shall survive the Closing and be fully enforceable thereafter, but subject to the specific time limitations set forth in this **Section 7(c)** as to the representations of Seller and Buyer.

(e) *Condition of Property.* BUYER DOES HEREBY ACKNOWLEDGE, REPRESENT, WARRANT AND AGREE, TO AND WITH SELLER, THAT, (I) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 7(B), BUYER IS PURCHASING THE PROPERTY IN AN “AS IS, WHERE IS, AND WITH ALL FAULTS” CONDITION WITH RESPECT TO ANY FACTS, CIRCUMSTANCES, CONDITIONS AND DEFECTS OF ALL KINDS; (II) SELLER HAS NO OBLIGATION TO REPAIR OR CORRECT ANY SUCH FACTS, CIRCUMSTANCES, CONDITIONS OR DEFECTS OR COMPENSATE BUYER FOR SAME; (III) BUYER IS AND WILL BE RELYING STRICTLY AND SOLELY UPON THE ADVICE AND COUNSEL OF ITS OWN AGENTS AND OFFICERS AND SUCH PHYSICAL INSPECTIONS, EXAMINATIONS AND TESTS OF THE PROPERTY AS BUYER DEEMS NECESSARY OR APPROPRIATE UNDER THE CIRCUMSTANCES, AND BUYER IS AND WILL BE FULLY SATISFIED THAT THE PURCHASE PRICE IS FAIR AND ADEQUATE CONSIDERATION FOR THE PROPERTY; (IV) BUYER HAS HAD AND WILL HAVE, PURSUANT TO THIS AGREEMENT, AN ADEQUATE OPPORTUNITY TO MAKE SUCH LEGAL, FACTUAL AND OTHER INQUIRIES AND INVESTIGATIONS AS BUYER DEEMS NECESSARY, DESIRABLE OR APPROPRIATE WITH RESPECT TO THE PROPERTY; (V) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER AND ITS AGENTS, OFFICERS, DIRECTORS, PARTNERS, MEMBER, AFFILIATES, OR EMPLOYEES ARE NOT MAKING AND HAVE NOT MADE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE PROPERTY AS AN INDUCEMENT TO BUYER TO ENTER INTO THIS AGREEMENT AND THEREAFTER TO PURCHASE THE PROPERTY, OR FOR ANY OTHER PURPOSE; AND (VI) BY REASON OF ALL OF THE FOREGOING AND SUBJECT TO THE REPRESENTATIONS AND WARRANTIES AND OBLIGATIONS OF SELLER PROVIDED IN THIS AGREEMENT, FROM AND AFTER THE CLOSING (BUT EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT), BUYER ASSUMES THE RISK AND WAIVES, RELINQUISHES AND RELEASES SELLER, AND ITS OFFICERS, DIRECTORS, PARTNERS, MEMBERS, AFFILIATES, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT (I.E., NEGLIGENCE AND STRICT LIABILITY)), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN OCCASIONED BY ANY FACT, CIRCUMSTANCE, CONDITION OR DEFECT PERTAINING TO THE PHYSICAL AND OTHER CONDITIONS OF THE PROPERTY AND/OR THE OPERATION OF THE PROPERTY, REGARDLESS OF WHETHER THE SAME IS CAPABLE OF BEING OBSERVED OR ASCERTAINED. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT AND SHALL SURVIVE CLOSING AND THE DELIVERY OF THE DEED AT CLOSING.

Section 8. Operation of the Property Prior to Closing. From the date hereof until the Closing Date, Seller shall:

(a) maintain and operate the Property in substantially the same manner as Seller has heretofore done so and shall not, without Buyer’s prior consent, permit any material structural modifications or additions to the Improvements or Land;

(b) continue all insurance policies or contracts relative to the Property in full force and effect and neither cancel nor amend any of the same other than in the ordinary course of Seller’s business without Buyer’s prior written approval;

(c) operate the Property in the normal and usual course and will keep the Buyer fully informed with respect to leasing opportunities or ongoing negotiations and all other material circumstances, including pending or actual litigation, notices received, tenant defaults or impending defaults which may arise or affect the business operations;

(d) not remove any item of the Personalty from the Land or Improvements, other than in the normal course of business, unless it is replaced with an item of at least equal value that is properly suited for its intended purpose;

(e) not, without the consent of Buyer, voluntarily cause or permit to be recorded any new lien or encumbrance on title which will not be released or satisfied prior to or at Closing; and

(f) cooperate with Buyer to facilitate a transfer of tenant ledger information at Closing.

Section 9. Conditions to Closing.

(a) *Buyer's Conditions.* Buyer's obligation to consummate the transactions contemplated hereunder are conditioned upon the satisfaction of each of the following conditions (the "**Buyer Closing Conditions**"):

(1) Seller's representations and warranties contained herein being true and correct in all material respects as of the Closing Date;

(2) As of the Closing Date, Seller shall have performed all of Seller's material obligations under this Agreement; and

(3) The Title Company is unconditionally committed to issue to Buyer an ALTA Owner's Policy which shall (1) be effective as of the date and time of the recording of the Deed (as defined below), and (2) be subject only to the Permitted Encumbrances.

(b) *Seller's Conditions.* The obligation of Seller to consummate the transaction contemplated hereunder is conditioned upon the satisfaction of each of the following conditions (the "**Seller Closing Conditions**"):

(1) Buyer's representations and warranties contained herein being true and correct in all material respects as of the Closing Date; and

(2) As of the Closing Date, Buyer shall have performed all of its material obligations under this Agreement.

(c) *Failure to Satisfy Closing Conditions.* If at the Closing Date, any of the Buyer Closing Conditions are not satisfied, then Buyer may elect to either waive such condition and proceed to Closing without adjustment to the Purchase Price or terminate this Agreement. If Buyer elects to terminate this Agreement pursuant to this **Section 9(c)**, the Earnest Money shall be subject to the terms and conditions of **Section 13(b)**; provided, however, nothing contained in this **Section 9(c)** shall be deemed to be a limitation on Buyer's rights and remedies provided in **Section 13(b)**. If at the Closing Date any of the Seller Closing Conditions are not satisfied, then Seller, as its sole recourse therefor, may elect to either waive such condition and proceed to Closing without adjustment to the Purchase Price, or exercise its rights under **Section 13(a)** of this Agreement.

Section 10. Closing. Subject to the terms of this Agreement, the closing (the "**Closing**") of the sale of the Property by Seller to Buyer shall occur on August 15, 2024, or such other date upon which Buyer and Seller shall mutually agree in writing (the "**Closing Date**"). The Closing shall be effected by delivery

of documents and funds in escrow to Title Company, which shall deliver and distribute the same in accordance with the parties' instructions. At the Closing the following, which are mutually concurrent conditions, shall occur:

(a) *Seller Deliveries*. Seller, at its sole expense, shall deliver or cause to be delivered to Buyer the following:

(1) a Special Warranty Deed substantially in the form of Exhibit B, fully executed and acknowledged by Seller, conveying to Buyer the Land and Improvements, subject only to the Permitted Encumbrances (the "*Deed*");

(2) a Bill of Sale, Assignment and Assumption Agreement, substantially in the form of Exhibit C ("*Bill of Sale*"), fully executed and acknowledged by Seller, assigning, conveying, and transferring all of the Property other than the Land, Improvements, Leases, rents and income, to Buyer, subject only to the Permitted Encumbrances;

(3) an Assignment of Leases, substantially in the form of Exhibit D ("*Lease Assignment*"), fully executed and acknowledged by Seller, conveying to Buyer Seller's interests in the Leases and other rents and income derived from the Leases;

(4) An Assignment of Contracts in the form attached hereto as Exhibit E for the assignment of the Assumed Service Contracts (the "*Assignment of Contracts*")

(5) a General Assignment of Intangibles, substantially in the form of Exhibit F hereto, fully executed and acknowledged by Seller ("*Intangibles Assignment*");

(6) Funds in the amount of \$55,000 representing the total of all Deposits and additional funds to fund reserves and an operating account;

(7) evidence reasonably satisfactory to Title Company that the persons executing and delivering the Closing documents on behalf of Seller have full right, power and authority to do so;

(8) a certificate substantially in the form of Exhibit G meeting the requirements of Section 1445 of the Internal Revenue Code of 1986, executed and sworn to by Seller, and in the event Seller fails to deliver such certificate at Closing, Seller agrees that Buyer may, at Closing, deduct and withhold from the proceeds due to Seller the amount necessary to comply with the withholding requirements of Section 1445 of the Code;

(9) one original executed Tenant Notice Letter substantially in the form of Exhibit H;

(10) an executed settlement statement;

(11) a Rent Roll dated as of the Closing Date, certified to be true and correct, executed by or on behalf of Seller and a statement summarizing the concessions and rent delinquencies, if any, of Tenants under the Leases, up-to-date within three (3) business days preceding the Closing;

(12) delivery of keys, codes, and/or other access to the Property; and

(13) such other documents and deliverables as are reasonable and customary for Seller to deliver in commercial real estate closings located in the Property jurisdiction.

(b) *Buyer Deliveries.* Buyer, at its sole expense, shall deliver or cause to be delivered to Seller the following:

- (1) immediately available funds in the amount of the Purchase Price as specified in **Section 2**, adjusted in accordance with **Section 10(c)**, **Section 10(d)** and **Section 10(e)**;
- (2) a fully executed counterpart of the Bill of Sale;
- (3) a fully executed counterpart of the Lease Assignment;
- (4) a fully-executed counterpart of the Assignment of Contracts;
- (5) a fully-executed counterpart of the Intangibles Assignment;
- (6) a fully-executed access Easement Agreement in favor of Seller substantially in the form of Exhibit I;
- (7) evidence reasonably satisfactory to Title Company that the person executing the Closing documents on behalf of Buyer has full right, power, and authority to do so;
- (8) an executed settlement statement; and
- (9) such other documents and deliverables as are reasonable and customary for Buyer to deliver in commercial real estate closings located in the Property jurisdiction.

(c) *Prorations.* All normal and customarily pro-ratable items, including without limitation real estate and personal property taxes and assessments, utility bills, rents receivable or paid for the current month (but excluding delinquent rents), and payments for Property agreements that will not be terminated as provided in this Agreement, shall be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date, Seller being charged and credited for all of same up to such date and Buyer being charged and credited for all of same on and after such date. With respect to rents delinquent on the Closing Date, for a period of sixty (60) days after the Closing, Buyer shall exercise reasonable efforts to collect such delinquent rents from each delinquent Tenant (provided however, that Buyer shall have no obligation to initiate collection actions or eviction proceedings), and upon receipt thereof Buyer shall apply such delinquent rents (net of any collection costs) in the following manner: (i) first, toward rents becoming delinquent prior to the Closing Date (which will be remitted to the applicable Seller) (ii) second, toward rents due and payable to Buyer for the current month, and (iii) third, toward rents becoming delinquent following the Closing Date. Seller make take reasonable efforts to collect delinquent rents attributable to periods prior to Closing from delinquent Tenants. If the actual amounts to be prorated are not known as of the Closing Date, the prorations shall be made on the basis of the best evidence then available, and such prorations shall be final. The provisions of this **Section 10(c)** shall survive the Closing.

(d) *Closing Costs.* Seller and Buyer shall each be responsible for the fees and expenses of their respective attorneys. Buyer shall pay (1) fifty-percent (50%) of any escrow fees or similar charges of Title Company; (2) fifty-percent (50%) of the cost of obtaining the basic Title Commitment and copies of all exceptions referenced in the Title Commitment; (3) fifty-percent (50%) of the base premium for Buyer's owner's basic policy of title insurance in the amount of the Purchase Price; (4) the cost of any extended title coverage and/or title endorsements and mortgagee coverage Buyer shall require for its title policy; (5) the cost of obtaining any other items required to be delivered by Buyer to Seller at Closing as provided herein; (6) the cost of any survey; (7) any costs or expenses it incurs in undertaking its due diligence on the Property; (8) any applicable transfer or deed tax imposed upon the recording of the Deed; (9) any mortgage registration tax and any costs or recording fees associated with Buyer's financing; and (10) one-half (1/2) the cost of recording the Deed. Seller shall pay (1) fifty-percent (50%) of the cost of obtaining the basic Title Commitment and copies of all exceptions referenced in the Title Commitment, (2)

fifty-percent (50%) of the base premium for Buyer's owner's basic policy of title insurance in the amount of the Purchase Price; (3) fifty-percent (50%) of the cost of recording the Deed; and (4) fifty-percent (50%) of any escrow fees or similar charges of Title Company.

(e) *Application of Earnest Money.* At Closing, the full amount of the Earnest Money, to the extent it has been delivered to Title Company or Seller in accordance with this Agreement, shall be credited toward the Purchase Price.

(f) *Possession.* Upon completion of the Closing, Seller shall deliver to Buyer possession of the Property subject only to the Permitted Encumbrances.

Section 11. Commissions. Seller warrants that Seller has had no dealings with any brokers, realtors, finders or agents in connection with the transaction set forth herein. Buyer warrants that Buyer has had no dealings with any brokers, realtors, finders or agents in connection with the transaction set forth herein. Seller and Buyer shall defend, indemnify and hold each other harmless from any cost or liability for any compensation, commission or charges claimed by any other brokers, realtors, finders or agents claiming by, through or on behalf of the respective indemnifying party. This covenant shall survive the delivery of the Deed or any termination of this Agreement. The provisions of this **Section 11** shall not be limited in any way by any terms of this Agreement.

Section 12. Destruction, Damage, or Taking Before Closing. If, before Closing, all or any part of the Land, Improvements or Personalty are destroyed or damaged, or become subject to condemnation or eminent domain proceedings, then Seller shall promptly notify Buyer thereof, and Buyer shall have the right to terminate this Agreement by giving written notice thereof to Seller within ten (10) business days of receipt of Seller's notice, in which case the Earnest Money shall be promptly refunded to Buyer, and the parties shall have no further rights or obligations under this Agreement, except those which expressly survive such termination. Buyer may elect to proceed with the Closing (subject to the other provisions of this Agreement) by delivering notice thereof to Seller within ten (10) business days of receipt of Seller's notice respecting the damage, destruction, or taking which includes an estimate of the value of the damage or taking, in which event Buyer shall be entitled to all insurance proceeds (including rent loss insurance) or condemnation awards payable as a result of such damage or taking and Seller shall assign to Buyer at Closing Seller's rights to such proceeds or awards, and Buyer shall receive a credit against the Purchase Price in the amount of the deductible. If, within ten (10) business days of receipt of Seller's notice respecting the damage, destruction, or taking, Buyer gives no notice within such period, then Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to **Section 13(b)**, and the parties shall proceed to Closing in accordance with the foregoing.

Section 13. Termination and Remedies.

(a) *Seller's Remedy.* Buyer and Seller agree that in the event of any breach of this Agreement by Buyer, the damages to Seller would be extremely difficult and impracticable to ascertain, and that therefore the Earnest Money is a reasonable estimate of the damages to Seller, such damages including costs of negotiating and drafting this Agreement, costs of cooperating in satisfying conditions to Closing, costs of seeking another buyer upon Buyer's default, and other costs incurred in connection herewith. Therefore, if the purchase of the Property pursuant to this Agreement fails to close solely due to Buyer's default under this Agreement, then Seller may, as its exclusive remedy therefor, terminate this Agreement by notifying Buyer thereof, in which event Seller shall be entitled to retain or obtain all Earnest Money then held by Seller or Title Company, as liquidated damages, whereupon neither Buyer nor Seller shall have any further rights or obligations hereunder, except for those which expressly survive the termination of this Agreement. This **Section 13(a)** shall not in any way limit Seller's right to collect from Buyer any amounts to which Seller is entitled to recover under any indemnity set forth in this Agreement.

(b) *Buyer's Remedies.* If the sale of the Property fails to close due to failure of a Buyer Closing Condition or solely due to Seller's default under this Agreement, then Buyer may, as its exclusive

remedies therefor, either: (1) terminate this Agreement by notifying Seller thereof, in which case the Earnest Money shall be returned to Buyer; or (2) sue to enforce specific performance of Seller's obligations herein. The provisions of this **Section 13(b)** shall survive termination of this Agreement.

(c) *No Consequential or Punitive Damages.* Neither Seller nor Buyer shall be liable for any special, consequential, indirect or punitive damages in connection with any action arising out of claims based upon this Agreement or the transactions herein contemplated. The provisions of this **Section 13(c)** shall survive Closing.

Section 14. Notices. All notices required or permitted by this Agreement shall be in writing and shall be personally delivered in return for a receipt or sent by certified mail, return receipt requested, or by overnight courier, to the addresses set forth below, or transmitted by email to the email address for each party set forth. All notices shall be deemed given on the date of delivery or, if sent by (a) mail as provided above, on the third business day after the date of deposit in the U.S. mail, (b) courier as provided above, on the next business day after delivery to the courier, or (c) email as provided below, upon receipt if sent prior to 12:00 midnight local time at the address of the addressee, or on the next business day if delivered after 12:00 midnight local time or on a Saturday, Sunday, or legal holiday. Any party may change the address to which notices are to be given by giving notice in this manner. For purposes of notice, the addresses of the parties shall be as follows:

If to Seller, to: Mulvane Public Housing Authority
c/o City of Mulvane, Kansas
211 N. 2nd Ave.
Mulvane, Kansas 67110
Attn: Secretary
E-mail: dparker@mulvane.us

With a courtesy copy to: Triplett Woolf Garretson, LLC
Attn: J.T. Klaus, City Attorney
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226
E-mail: jtklaus@twgfirm.com

If to Buyer, to: OSM, LLC
c/o Lawrence J. Beck
P. O. Box 513
Derby, Kansas 67037-0513
E-mail: beckroof@peoplepc.com

If to Title Company: Security 1st Title Company
1726 E. Walnut Grove Rd.
Derby, Kansas 67037
Attn: Sandy Sac
E-mail: ssac@security1st.com

Either party hereto may change its address for notice by giving three (3) days prior written notice thereof to the other party.

Section 15. Successors and Assigns. Buyer shall not assign its rights under this Agreement or designate the entity to which title to the Property will be conveyed at Closing without the prior written consent of Seller, which shall not be unreasonably withheld, conditioned or delayed; provided, however, Buyer, without Seller's consent, may assign its rights under this Agreement to any entity that is owned or controlled by Buyer, or is an affiliate or subsidiary of Buyer, provided that the assignee execute an

assignment document in which it expressly assumes the obligations of Buyer under this Agreement and that the assignment document duly executed by Buyer and the assignee is promptly delivered to Seller. Such assignment shall not relieve Buyer from any of its obligations under this Agreement. This Agreement is for the sole benefit of Seller and Buyer, and no third party is intended to be a beneficiary of this Agreement. Seller shall not assign its interest in this Agreement or the Property.

Section 16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State in which the Land is located, without application of its principles governing conflicts of law.

Section 17. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Buyer concerning the sale of the Property, and upon execution by both parties, this Agreement shall supersede any prior oral or written agreements between the parties or their affiliated entities with respect to the Property. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound. All Exhibits attached hereto are incorporated herein by this reference for all purposes.

Section 18. Rule of Construction; No Waiver. Buyer and Seller acknowledge that each party has reviewed this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto. No provision of this Agreement shall be deemed to have been waived by either party unless the waiver is in writing and signed by that party. No custom or practice which may evolve between the Buyer and Seller during the term of this Agreement shall be deemed or construed to waive or lessen the right of either of the parties hereto to insist upon strict compliance of the terms of this Agreement.

Section 19. Holiday, Weekends. If any time period expires or any notice or action required or under this Agreement falls on a date which is a Saturday, Sunday, or Federal or legal holiday in the State where the Land is located, then such date shall be extended to the next business day. As used herein, the term "business day" shall mean all days other than Saturdays, Sundays and federal or legal holidays in the State where the Land is located.

Section 20. Confidentiality. No party shall disclose the terms of this Agreement to any person or entity without the prior consent of the other parties; provided, each party may disclose to its officers, prospective lenders, assignees and investors, attorneys, accountants, consultants, agents, and representatives such information as may be necessary to enable them to evaluate the Property and/or consummate the transactions herein contemplated, provided further that such persons shall agree to maintain the confidentiality of such information as otherwise herein provided. No party may issue press releases relating to this Agreement or otherwise publicly announce the transactions contemplated hereunder prior to the Closing Date without the prior consent of the other parties.

Section 21. Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall constitute an original. Signatures to this Agreement transmitted by telecopy or electronic transmission (e.g., pdf files) shall be valid and effective to bind to the parties so signing.

Section 22. Limitation of Liability. No present or future partner, director, officer, member, shareholder, employee, advisor, affiliate, servicer or agent of or in Seller or Buyer or any affiliate of any of the foregoing will have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or in connection with the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The limitations of liability contained in this paragraph will survive the termination of this Agreement or the Closing, as applicable, and are in addition to, and not in limitation of, any limitation on liability applicable to either party provided elsewhere in this Agreement or by law or by any other contract, agreement or instrument. In no event will Seller or Buyer be liable for any consequential, exemplary or

punitive damages under any circumstances in connection with this Agreement or the transaction contemplated hereby.

Section 23. Time of the Essence. Time is of the essence of this Agreement.

Section 24. Further Documents and Assurances. At any time and from time to time, each party shall, upon reasonable request of another party, execute, acknowledge and deliver all such further and other assurances and documents, and will take such action consistent with the terms of this Agreement, as may be reasonably requested to carry out the transactions contemplated herein and to permit each party to enjoy its rights and benefits hereunder.

[Remainder of Page Left Intentionally Blank; Signatures Appear on Following Pages]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:

MULVANE PUBLIC HOUSING AUTHORITY
an agency of the City of Mulvane, Kansas

By _____
Brent Allen, Chairperson

Date _____

BUYER:

OSM, LLC,
a Kansas limited liability company

By _____
Lawrence J. Beck, Member

Date _____

TITLE COMPANY:

SECURITY 1ST TITLE COMPANY

By _____
Name (Printed) _____
Title _____

Date _____

SCHEDULE OF EXHIBITS

- A - Legal Description of Land
- B - Form of Special Warranty Deed
- C - Form of Bill of Sale, Assignment and Assumption Agreement
- D - Form of Assignment of Leases
- E - Form Assignment of Contracts
- F - Form of General Assignment of Intangibles
- G - Form of FIRPTA Certification
- H - Form of Tenant Notice Letter
- I - Form of Easement Agreement

EXHIBIT A

LEGAL DESCRIPTION OF LAND

By Gerald E. Dixon, P.S. 1516, November 15, 2023; A tract of land lying in the Northwest Quarter of Section 5, Township 30 South, Range 2 East of the Sixth Principal Meridian, Sumner County, Kansas described as follows: Beginning at the Northeast corner of Lot 3 of Outlot 12, Eastside Addition to Mulvane, Sumner County, Kansas; thence South 455.00 feet on a (Assumed Basis of Bearings) of S0°35'08"W along the East line of said Outlot 12; thence West 251.27 feet on a bearing of N89°05'57"W to the West line of said Outlot 12; thence North 302.00 feet on a bearing of N00°26'07"E along the West line of said Outlot 12; thence East 151.72 feet on a bearing of S89°55'53"E; thence North 149.76 feet on a bearing of N00°34'56"E to the South right of way line of Main Street (K-53 Highway); thence East 100.35 feet on a bearing of S89°41'44"E along said South right of way of Main Street (K-53 Highway) to the point of beginning.

EXHIBIT B

FORM OF SPECIAL WARRANTY DEED

SPECIAL WARRANTY DEED

Mulvane Public Housing Authority, an agency of the City of Mulvane, Kansas (“**Grantor**”), for Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by OSM, LLC, a Kansas limited liability company (“**Grantee**”), whose mailing address is P.O. Box 513, Derby, KS 67037, the receipt and sufficiency of which is acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of the following described property located in Sedgwick County, Kansas:

The land (the “**Land**”), together with all the improvements and fixtures located thereon, described in Exhibit A which is attached to this deed and is incorporated herein by reference (collectively, the “**Property**”).

TO HAVE AND TO HOLD the Property and premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee’s heirs, successors and assigns in fee simple forever, and Grantor does hereby bind Grantor and Grantor’s heirs, successors, and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property and premises unto the Grantee, and Grantee’s heirs, successors, and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

EXECUTED to be effective the _____ day of _____, 20__.

GRANTOR:

MULVANE PUBLIC HOUSING AUTHORITY,
an agency of the City of Mulvane, Kansas

By _____
Brent Allen, Chairperson

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK)

ss:

BE IT REMEMBERED, that on this ____ day of _____, 20____, before me, a Notary Public, in and for the County and State aforesaid, came Brent Allen, Chairperson of the Mulvane Public Housing Authority, an agency of the City of Mulvane, Kansas, to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said Authority.

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

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description

By Gerald E. Dixon, P.S. 1516, November 15, 2023; A tract of land lying in the Northwest Quarter of Section 5, Township 30 South, Range 2 East of the Sixth Principal Meridian, Sumner County, Kansas described as follows: Beginning at the Northeast corner of Lot 3 of Outlot 12, Eastside Addition to Mulvane, Sumner County, Kansas; thence South 455.00 feet on a (Assumed Basis of Bearings) of S0°35'08"W along the East line of said Outlot 12; thence West 251.27 feet on a bearing of N89°05'57"W to the West line of said Outlot 12; thence North 302.00 feet on a bearing of N00°26'07"E along the West line of said Outlot 12; thence East 151.72 feet on a bearing of S89°55'53"E; thence North 149.76 feet on a bearing of N00°34'56"E to the South right of way line of Main Street (K-53 Highway); thence East 100.35 feet on a bearing of S89°41'44"E along said South right of way of Main Street (K-53 Highway) to the point of beginning.

EXHIBIT C

**FORM OF BILL OF SALE, ASSIGNMENT
AND ASSUMPTION AGREEMENT**

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

Mulvane Public Housing Authority, an agency of the City of Mulvane, Kansas (“**Grantor**”), for good and valuable consideration paid by OSM, LLC, a Kansas limited liability company (“**Grantee**”), the receipt and sufficiency of which are hereby acknowledged, has BARGAINED, SOLD and DELIVERED and by these presents does BARGAIN, SELL and DELIVER unto Grantee all of its right, title, and interest, if any, in and to the following described personal property located at or used in connection with the ownership, maintenance, or operation of real property described on Exhibit A (the “**Land**”) or the improvements located thereon (the “**Improvements**”):

1. all tangible personal property and fixtures of any kind owned by Grantor and located on the Land and Improvements, including, but not limited to, those described on Exhibit B hereto;
2. all intangible personal property and rights, privileges and appurtenances, including, but not limited to, if any, phone numbers, websites, data sheets, marketing materials, surveys, site or building plans and specifications, engineering or architectural plans and reports, floor plans, landscaping or underground irrigation plans, soil and environmental reports, drawings, copies of pertinent business records, permits and licenses; to the extent assignable or transferable; and
3. all other rights, privileges, and appurtenances owned by Grantor and related to the Land and Improvements.

All the above referenced personal property shall be collectively referred to herein as the “**Property**”.

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee’s heirs, successors and assigns forever, and Grantor does hereby bind Grantor and Grantor’s heirs, successors, and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property unto the Grantee, and Grantee’s heirs, successors, and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

This Bill of Sale, Assignment and Assumption Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement after each party has executed such a counterpart. Signatures to this Bill of Sale, Assignment and Assumption Agreement transmitted by telecopy or electronic transmission (e.g., pdf files) shall be valid and effective to bind the parties so signing.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this agreement as of this ____
day of _____, 20__.

GRANTOR:

MULVANE PUBLIC HOUSING AUTHORITY,
an agency of the City of Mulvane, Kansas

By _____
Brent Allen, Chairperson

GRANTEE:

OSM, LLC,
a Kansas limited liability company

By _____
Lawrence J. Beck, Member

EXHIBIT D

FORM OF ASSIGNMENT OF LEASES

ASSIGNMENT OF LEASES

Mulvane Public Housing Authority, an agency of the City of Mulvane, Kansas (“*Assignor*”), for good and valuable consideration paid by _____, a _____ (“*Assignee*”), the receipt and sufficiency of which are hereby acknowledged, has BARGAINED, SOLD and DELIVERED and by these presents does BARGAIN, SELL and DELIVER unto Assignee all of Assignor’s interest in the following (collectively, referred to herein as the “*Assigned Rights*”): (i) all those certain leases identified on Exhibit B (the “*Leases*”); (ii) all leases, franchises, licenses, occupancy agreements, rents (including rents delinquent as of the Effective Date (defined below)), income or other agreements demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to, the real property described on Exhibit A (the “*Land*”) or the improvements located thereon (the “*Improvements*”); (iii) all guaranties of Leases; (iv) all rents prepaid for any period subsequent to the Effective Date; and (v) all refundable and non-refundable pet fees and deposits, and all other deposits, security or otherwise.

TO HAVE AND TO HOLD the Assigned Rights to Assignee as set forth herein, and Assignee’s heirs, successors and assigns forever, and Assignor does hereby bind Assignor and Assignor’s heirs, successors, and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Assigned Rights unto Assignee, and Assignee’s heirs, successors, and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Assignor, but not otherwise.

Assignee hereby accepts said assignment and expressly assumes Assignor’s interest and obligations in the Assigned Rights and under the Leases, to the extent such obligations accrue or arise on or after the date hereof, with respect to acts or omissions first occurring after the date hereof.

Assignor shall indemnify, protect, hold harmless and defend (by counsel reasonably approved by Assignee) Assignee from and against any and all losses, liabilities, claims, demands, damages, costs or other expenses, including attorneys’ fees actually incurred, arising from or relating to the Assigned Rights occurring prior to the Effective Date. The “*Effective Date*” of this Assignment of Leases shall be the date set forth below.

In the event of any legal action or proceeding between the parties arising out of this Assignment of Leases, the losing party shall pay the prevailing party’s legal costs and expenses, including, but not limited to, attorneys’ fees actually incurred as determined by the court.

This Assignment of Leases may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement after each party has executed such a counterpart. Signatures to this Assignment of Leases transmitted by telecopy or electronic transmission (e.g., .pdf files) shall be valid and effective to bind the parties so signing.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this assignment as of this ____ day of _____, 20__.

ASSIGNOR:

MULVANE PUBLIC HOUSING AUTHORITY,
an agency of the City of Mulvane, Kansas

By _____
Brent Allen, Chairperson

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this ____ day of _____, 20__, before me, a Notary Public, in and for the County and State aforesaid, came Brent Allen, Chairperson of the Mulvane Public Housing Authority, an agency of the City of Mulvane, Kansas, to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said Authority.

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

Notary Public

My Commission Expires:

ASSIGNEE:

OSM, LLC,
a Kansas limited liability company

By _____
Lawrence J. Beck, Member

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF _____)

ss:

BE IT REMEMBERED, that on this ____ day of _____, 20___, before me, a Notary Public, in and for the County and State aforesaid, came Lawrence J. Beck, Member of OSM, LLC, a Kansas limited liability company, to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said limited liability company.

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

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description

By Gerald E. Dixon, P.S. 1516, November 15, 2023; A tract of land lying in the Northwest Quarter of Section 5, Township 30 South, Range 2 East of the Sixth Principal Meridian, Sumner County, Kansas described as follows: Beginning at the Northeast corner of Lot 3 of Outlot 12, Eastside Addition to Mulvane, Sumner County, Kansas; thence South 455.00 feet on a (Assumed Basis of Bearings) of S0°35'08"W along the East line of said Outlot 12; thence West 251.27 feet on a bearing of N89°05'57"W to the West line of said Outlot 12; thence North 302.00 feet on a bearing of N00°26'07"E along the West line of said Outlot 12; thence East 151.72 feet on a bearing of S89°55'53"E; thence North 149.76 feet on a bearing of N00°34'56"E to the South right of way line of Main Street (K-53 Highway); thence East 100.35 feet on a bearing of S89°41'44"E along said South right of way of Main Street (K-53 Highway) to the point of beginning.

EXHIBIT B

Leases

EXHIBIT E

FORM OF ASSIGNMENT OF CONTRACTS

ASSIGNMENT OF CONTRACTS

Concurrently with the execution and delivery hereof, Mulvane Public Housing Authority, an agency of the City of Mulvane, Kansas (“*Assignor*”), is conveying to OSM, LLC, a Kansas limited liability company (“*Assignee*”), by Special Warranty Deed, that certain tract of land together with the improvements thereon (the “*Property*”) and being more particularly described in Exhibit A, attached hereto and made a part hereof.

It is the desire of Assignor to hereby assign, transfer, set over and deliver to Assignee and it is the desire of Assignee to assume all of Assignor’s interest in and to the maintenance, service and supply contracts relating to the Property which are identified on Exhibit B, attached hereto and made a part hereof (the “*Assumed Service Contracts*”) and it is the desire of Assignee to assume and to agree to perform all of the obligations of Assignor under the Assumed Service Contracts which accrue from and after the date hereof.

NOW, THEREFORE, in consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor does hereby ASSIGN, TRANSFER, SET OVER and DELIVER to Assignee, its successors and assigns, all of Assignor’s interest in and to the Assumed Service Contracts.

Assignor on behalf of itself and its successors and assigns does hereby agree to indemnify and hold Assignee, its successors and assigns, harmless from all obligations accruing under the Assumed Service Contracts and any liabilities arising thereunder, prior to the date hereof but not thereafter.

Assignee on behalf of itself, its successors and assigns, hereby agrees to assume and perform all obligations accruing under the Assumed Service Contracts from and after the date hereof, and Assignee on behalf of itself, its successors and assigns does hereby agree to indemnify and hold Assignor, its successors and assigns, harmless from all such obligations and any liabilities arising thereunder from and after the date hereof but not prior to the date hereof.

This document may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all parties hereto have executed at least one counterpart. Signatures to this Assignment of Contracts transmitted by telecopy or electronic transmission (e.g., pdf files) shall be valid and effective to bind the parties so signing.

***[THIS SPACE LEFT INTENTIONALLY BLANK.
SIGNATURES APPEAR ON THE FOLLOWING PAGE.]***

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the ____ day of _____, 20__.

ASSIGNOR:

MULVANE PUBLIC HOUSING AUTHORITY,
an agency of the City of Mulvane, Kansas

By _____
Brent Allen, Chairperson

ASSIGNEE:

OSM, LLC,
a Kansas limited liability company

By _____
Lawrence J. Beck, Member

EXHIBIT A

Legal Description

By Gerald E. Dixon, P.S. 1516, November 15, 2023; A tract of land lying in the Northwest Quarter of Section 5, Township 30 South, Range 2 East of the Sixth Principal Meridian, Sumner County, Kansas described as follows: Beginning at the Northeast corner of Lot 3 of Outlot 12, Eastside Addition to Mulvane, Sumner County, Kansas; thence South 455.00 feet on a (Assumed Basis of Bearings) of $S0^{\circ}35'08''W$ along the East line of said Outlot 12; thence West 251.27 feet on a bearing of $N89^{\circ}05'57''W$ to the West line of said Outlot 12; thence North 302.00 feet on a bearing of $N00^{\circ}26'07''E$ along the West line of said Outlot 12; thence East 151.72 feet on a bearing of $S89^{\circ}55'53''E$; thence North 149.76 feet on a bearing of $N00^{\circ}34'56''E$ to the South right of way line of Main Street (K-53 Highway); thence East 100.35 feet on a bearing of $S89^{\circ}41'44''E$ along said South right of way of Main Street (K-53 Highway) to the point of beginning.

EXHIBIT B
Service Contracts

EXHIBIT F
FORM OF
GENERAL ASSIGNMENT OF INTANGIBLES

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mulvane Public Housing Authority, an agency of the City of Mulvane, Kansas (“*Assignor*”), hereby sells, transfers, assigns and sets over to OSM, LLC, a Kansas limited liability company (“*Assignee*”), its legal representatives, successors and assigns, all of Assignor’s right, title and interest in and to, (i) all assignable existing warranties and guaranties (express or implied) issued to Assignor in connection with the Property; (ii) all assignable licenses, permits, and certificates of occupancy, (iii) all assignable trade names, domain names, logos, marks, trademarks, service marks, symbols and items of identification relative to the Property which are owned by Assignor, (iv) all assignable licenses, consents, easements, rights of way and approvals required to make use of utilities and to ensure vehicular and pedestrian ingress and egress to the Property, (v) all assignable plans, drawings, specifications, surveys, engineering reports, and other technical descriptions, if any, relating to the Property in Assignor’s possession, and (vi) all telephone exchange numbers and other items of intangible personal property owned by Assignor that relate in any way to the ownership, use, leasing, maintenance, service or operation of the Property (collectively, the “Intangibles”).

This General Assignment of Intangibles shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective beneficiaries, legal representatives, heirs, successors and assigns.

This General Assignment of Intangibles may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same agreement. Signatures to this General Assignment of Intangibles transmitted by telecopy or electronic transmission (e.g., pdf files) shall be valid and effective to bind to the parties so signing.

All capitalized terms unless otherwise defined have the same meaning as set forth in that certain Purchase and Sale Agreement between Assignor and Assignee dated _____, 20__.

IN WITNESS WHEREOF, the parties hereto have executed this General Assignment of Intangibles this __ day of _____, 20__.

ASSIGNOR:

MULVANE PUBLIC HOUSING AUTHORITY,
an agency of the City of Mulvane, Kansas

By _____
Brent Allen, Chairperson

EXHIBIT G

FORM OF FIRPTA CERTIFICATION

CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____ that withholding of tax is not required upon the disposition of a U.S. real property interest by _____ ("*Transferor*"), the undersigned hereby certifies the following on behalf of Transferor.

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445 – 2(b)(2)(iii) of the Internal Revenue Code;
3. Transferor’s U.S. employer identification number is _____; and
4. Transferor’s office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

TRANSFEROR:

MULVANE PUBLIC HOUSING AUTHORITY,
an agency of the City of Mulvane, Kansas

By _____
Brent Allen, Chairperson

EXHIBIT H

FORM OF TENANT NOTICE LETTER

_____, ___, 20__

Dear Tenant:

This is to advise you that as of August 15, 2024, the Quad County Manor Unit ____ that you are currently leasing has been sold by the Mulvane Public Housing Authority and that _____ has been retained by the new owner as the managing agent of the unit.

All payments of rent and other charges due under your lease, including payments for any and all statements on hand and the rent payment due _____, 20__, should be paid to _____ and delivered to the following address: _____. Your security deposit in the amount of \$_____, has also been transferred to _____, and the new owner will be responsible for its return to you pursuant to the terms of your lease agreement.

Very truly yours,

MULVANE PUBLIC HOUSING AUTHORITY,
an agency of the City of Mulvane, Kansas

By _____
Brent Allen, Chairperson

EXHIBIT I

FORM OF EASEMENT AGREEMENT

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is entered into this _____ day of August, 2024, by and between OSM, LLC, a Kansas limited liability company (“Grantor”), and the City of Mulvane, Kansas, a municipal corporation (“Grantee”).

WHEREAS, Grantor owns certain real property located in Sumner County, Kansas as more particularly described on Exhibit A attached hereto (“Grantor’s Property”);

WHEREAS, Grantee owns certain real property located in Sumner County, Kansas as more particularly described on Exhibit B attached hereto (“Grantee’s Property”);

WHEREAS, Grantee and Grantee’s predecessors in title to Grantee’s Property have used that certain roadway (“Roadway”) known as Swan Drive located on Grantor’s Property, which roadway is located in the area described on Exhibit C (“Easement Area”), which Easement Area connects the Grantee’s Property with E. Main Street, for purposes of ingress and egress to Grantee’s Property across Grantor’s Property to and from E. Main Street;

WHEREAS, Grantor desires to grant to Grantee for the benefit of Grantee’s Property an easement over and across Grantor’s Property as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the parties hereto agree as follows:

GRANT OF EASEMENT. GRANTOR, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY GRANTS TO GRANTEE AND GRANTEE’S LICENSEES, INVITEES, SUCCESSORS, AND ASSIGNS, A PERPETUAL, NONEXCLUSIVE EASEMENT AND RIGHT-OF-WAY OVER THE EASEMENT AREA FOR THE PURPOSES OF INGRESS, EGRESS, AND GENERAL ACCESS BY VEHICLES AND PEDESTRIANS TO AND FROM GRANTEE’S PROPERTY ACROSS GRANTOR’S PROPERTY TO E. MAIN STREET.

NO BARRICADES. NO BARRICADES OR OTHER DIVIDERS SHALL BE CONSTRUCTED WITHIN THE EASEMENT AREA OR OTHERWISE ON THE ROADWAY WHICH WOULD PROHIBIT OR MATERIALLY DISCOURAGE FREE UNINTERRUPTED FLOW OF VEHICULAR AND PEDESTRIAN TRAFFIC ACROSS GRANTOR’S PROPERTY VIA THE EASEMENT AREA.

COVENANT; BINDING. THIS AGREEMENT AND THE EASEMENTS GRANTED HEREIN SHALL BE A COVENANT WHICH SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

AMENDMENT. THIS AGREEMENT SHALL NOT BE AMENDED OR MODIFIED IN ANY RESPECT WHATSOEVER, OR RESCINDED, IN WHOLE OR IN PART, EXCEPT UPON THE WRITTEN CONSENT OF THE OWNERS OF GRANTOR'S PROPERTY AND GRANTEE'S PROPERTY.

ENTIRE AGREEMENT. THIS AGREEMENT EMBODIES THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF. THERE ARE NO PROMISES, TERMS, CONDITIONS, OR OBLIGATIONS OTHER THAN THOSE CONTAINED HEREIN, AND THIS AGREEMENT SHALL SUPERCEDE ALL PREVIOUS COMMUNICATIONS, REPRESENTATIONS, OR AGREEMENTS, EITHER VERBAL OR WRITTEN, BETWEEN THE PARTIES HERETO CONCERNING THE SUBJECT MATTER HEREOF.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

OSM, LLC,
a Kansas limited liability company

By _____
Name (Printed) _____
Title _____

ACKNOWLEDGEMENT

STATE OF KANSAS)
)
COUNTY OF _____) ss:

BE IT REMEMBERED that on this ____ day of August, 2024, before me, a notary public in and for said County and State, came _____, _____ of OSM, LLC, a limited liability company duly organized and existing under the laws of the State of Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

Notary Public in and for said County and State

My Commission Expires:

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

CITY OF MULVANE, KANSAS

[seal]

By _____
Brent Allen, Mayor

ATTEST:

By _____
Debra M. Parker, City Clerk

“GRANTEE”

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____ day of August, 2024, before me, a notary public in and for said County and State, came Brent Allen and Debra M. Parker, Mayor and City Clerk, respectively, of the City of Mulvane, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public in and for said County and State

My Commission Expires:

Exhibit A

Grantor's Property

By Gerald E. Dixon, P.S. 1516, November 15, 2023; A tract of land lying in the Northwest Quarter of Section 5, Township 30 South, Range 2 East of the Sixth Principal Meridian, Sumner County, Kansas described as follows: Beginning at the Northeast corner of Lot 3 of Outlot 12, Eastside Addition to Mulvane, Sumner County, Kansas; thence South 455.00 feet on a (Assumed Basis of Bearings) of $S0^{\circ}35'08''W$ along the East line of said Outlot 12; thence West 251.27 feet on a bearing of $N89^{\circ}05'57''W$ to the West line of said Outlot 12; thence North 302.00 feet on a bearing of $N00^{\circ}26'07''E$ along the West line of said Outlot 12; thence East 151.72 feet on a bearing of $S89^{\circ}55'53''E$; thence North 149.76 feet on a bearing of $N00^{\circ}34'56''E$ to the South right of way line of Main Street (K-53 Highway); thence East 100.35 feet on a bearing of $S89^{\circ}41'44''E$ along said South right of way of Main Street (K-53 Highway) to the point of beginning.

Exhibit B
Grantee's Property

Exhibit C

Easement Area

The East 40 feet and South 40 feet of the following property: By Gerald E. Dixon, P.S. 1516, November 15, 2023; A tract of land lying in the Northwest Quarter of Section 5, Township 30 South, Range 2 East of the Sixth Principal Meridian, Sumner County, Kansas described as follows: Beginning at the Northeast corner of Lot 3 of Outlot 12, Eastside Addition to Mulvane, Sumner County, Kansas; thence South 455.00 feet on a (Assumed Basis of Bearings) of S0°35'08"W along the East line of said Outlot 12; thence West 251.27 feet on a bearing of N89°05'57"W to the West line of said Outlot 12; thence North 302.00 feet on a bearing of N00°26'07"E along the West line of said Outlot 12; thence East 151.72 feet on a bearing of S89°55'53"E; thence North 149.76 feet on a bearing of N00°34'56"E to the South right of way line of Main Street (K-53 Highway); thence East 100.35 feet on a bearing of S89°41'44"E along said South right of way of Main Street (K-53 Highway) to the point of beginning.

Agenda Section - Attorney

**August 5, 2024
Executive Session Script**

BEFORE:

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

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

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

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

Motion by _____, second by _____, Vote.

AFTER:

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

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

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

NEXT AGENDA ITEM

City of Mulvane Utility Bills

Due: 8/05/24

| | | | Electric Production | Electric Distribution | Water | Sewer Plant | Sewer System | Admin | Police | Street | Sports Complex | Park | Special Parks | Fire | Ambul 1 | Ambul 2 | Pool | | |
|--|------------|----|------------------------|--------------------------|-------------|----------------|-----------------|-----------|-----------|-------------|-------------------|-----------|---------------|-------------|-----------|-----------|-------------|-------------|--------------|
| ES Building - 910 E. Main | 01-3665-02 | \$ | 1,181.89 | | | | | | | | | | | \$ 590.95 | \$ 590.95 | | \$ 1,181.89 | | |
| Splash Park- 105 W. Main | 04-0720-00 | \$ | 3,523.11 | | | | | | | | | | \$ 3,523.11 | | | | \$ 3,523.11 | | |
| Band Shell - 117 E. Main | 04-8770-01 | \$ | 28.06 | | | | | | | | | \$ 28.06 | | | | | \$ 28.06 | | |
| Main St. Park - 117 E. Main | 04-8780-01 | \$ | 234.53 | | | | | | | | | \$ 234.53 | | | | | \$ 234.53 | | |
| Pix Center - 101 E Main | 04-8800-02 | \$ | 354.33 | | | | | | | | | \$ 354.33 | | | | | \$ 354.33 | | |
| Public Works Building - 410 W. Bridge | 05-0001-02 | \$ | 386.71 | \$ 48.34 | \$ 48.34 | \$ 96.68 | | | | \$ 193.36 | | | | | | | \$ 386.71 | | |
| Public Works Building #2 - 410 W Bridge | 05-0002-00 | \$ | 5.39 | | | | | | | \$ 5.39 | | | | | | | \$ 5.39 | | |
| Water Pump #3 - 211 N. Second | 05-0005-02 | \$ | 1.25 | | | \$ 1.25 | | | | | | | | | | | \$ 1.25 | | |
| Maintenance Shop - 124 Boxelder | 05-0015-02 | \$ | 219.31 | \$ 21.93 | \$ 21.93 | \$ 21.93 | \$ 21.93 | \$ 21.93 | | \$ 109.66 | | | | | | | \$ 219.31 | | |
| Utility Shop - 120 Boxelder | 05-0025-02 | \$ | 237.18 | \$ 39.53 | \$ 39.53 | \$ 79.06 | \$ 39.53 | \$ 39.53 | | | | | | | | | \$ 237.18 | | |
| Lift Station - 0 Industrial Dr. | 05-0070-02 | \$ | 7.35 | | | | | \$ 7.35 | | | | | | | | | \$ 7.35 | | |
| Sewage Disposal Plant - 1441 N. Pope Dr. | 05-0098-01 | \$ | 2,146.18 | | | \$ 2,146.18 | | | | | | | | | | | \$ 2,146.18 | | |
| 2011 Sewage Disposal Plant - 1441 N. Pope Dr. | 05-0099-01 | \$ | 6,034.77 | | | \$ 6,034.77 | | | | | | | | | | | \$ 6,034.77 | | |
| Sewer Chemical Injection - 1441 N. Pope Dr. | 05-0101-01 | \$ | 182.75 | | | | | \$ 182.75 | | | | | | | | | \$ 182.75 | | |
| Sewage Disposal Head Works - 1441 N. Pope Dr. | 05-0102-01 | \$ | 775.19 | | | \$ 775.19 | | | | | | | | | | | \$ 775.19 | | |
| Sewer Vehicle Storage - 1441 N. Pope Dr. | 05-0103-01 | \$ | 27.51 | | | \$ 27.51 | | | | | | | | | | | \$ 27.51 | | |
| Water Treatment Plant - 100 N. Oliver | 05-0150-01 | \$ | 43.19 | | \$ 43.19 | | | | | | | | | | | | \$ 43.19 | | |
| Lift Station -1900 N Rock Road - B | 05-0605-01 | \$ | 13.46 | | | | \$ 13.46 | | | | | | | | | | \$ 13.46 | | |
| Water Tower - 1420 N. Rock Road | 05-0770-01 | \$ | 6.59 | | \$ 6.59 | | | | | | | | | | | | \$ 6.59 | | |
| E.S. & Police - 1420 N. Rock Road | 05-0772-01 | \$ | 12.36 | | | | | | \$ 6.18 | | | | | \$ 3.09 | \$ 3.09 | | \$ 12.36 | | |
| North Sub Station - 8100 E. 111th St. So. | 05-0800-03 | \$ | 1.25 | \$ 1.25 | | | | | | | | | | | | | \$ 1.25 | | |
| Sports Complex Concession - 955 E. 111th St. So. | 05-0900-01 | \$ | 359.26 | | | | | | | | \$ 359.26 | | | | | | \$ 359.26 | | |
| Sports Complex - 955 E. 111th St. So. | 05-0910-01 | \$ | 34.06 | | | | | | | | \$ 34.06 | | | | | | \$ 34.06 | | |
| Swimming Pool - 990 E. 111th St. So. | 05-0915-01 | \$ | 3,999.88 | | | | | | | | | | | | | | \$ 3,999.88 | | |
| Water Reservoir - 9903 E. 111th St. So. | 05-0950-01 | \$ | 2,861.07 | | \$ 2,861.07 | | | | | | | | | | | | \$ 2,861.07 | | |
| Dog Shelter - 9903 E. 111th St. So. | 05-0960-01 | \$ | 17.60 | | | | | | \$ 17.60 | | | | | | | | \$ 17.60 | | |
| City Building - 211 N. Second | 06-9955-01 | \$ | 421.58 | | | | | \$ 421.58 | | | | | | | | | \$ 421.58 | | |
| City Building - 211 1/2 N. Second | 06-9960-01 | \$ | 40.44 | | | | | \$ 40.44 | | | | | | | | | \$ 40.44 | | |
| Parks Department - 507 N. First | 12-7500-02 | \$ | 29.23 | | | | | | | | | \$ 29.23 | | | | | \$ 29.23 | | |
| Parks Department - 507 N. First | 12-7550-02 | \$ | 83.05 | | | | | | | | | \$ 83.05 | | | | | \$ 83.05 | | |
| Parks Department - 507 N. First | 12-7600-01 | \$ | 129.91 | | | | | | | | | \$ 129.91 | | | | | \$ 129.91 | | |
| SW Lift - 0 Rockwood/Circle Dr. | 15-7950-01 | \$ | 95.96 | | | | \$ 95.96 | | | | | | | | | | \$ 95.96 | | |
| Lift Station - 0 Trail Dr. | 16-7975-01 | \$ | 29.81 | | | | \$ 29.81 | | | | | | | | | | \$ 29.81 | | |
| Ambulance #2 - 911 Kansas Star Dr. | 25-4040-01 | \$ | 36.20 | | | | | | | | | | | | \$ 36.20 | | \$ 36.20 | | |
| Police Department-420 E Main | 01-1680-04 | \$ | 29.23 | | | | | | \$ 29.23 | | | | | | | | \$ 29.23 | | |
| Police Department-410 E Main | 01-1690-07 | \$ | 976.97 | | | | | | \$ 976.97 | | | | | | | | \$ 976.97 | | |
| | | \$ | 24,566.61 | \$ 111.05 | \$ 109.80 | \$ 3,109.77 | \$ 9,045.11 | \$ 390.79 | \$ 462.02 | \$ 1,029.98 | \$ 308.40 | \$ 393.32 | \$ 859.11 | \$ 3,523.11 | \$ 594.04 | \$ 594.04 | \$ 36.20 | \$ 3,999.88 | \$ 24,566.61 |

CITY COUNCIL MEETING
August 5th, 2024

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

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

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

After obtaining approval from the City Administrator to place this purchase on the consent agenda, ordered the chemicals at a cost of \$39,200.00. This would purchase one load of caustic soda and one load of ferric chloride to be split between the two sites.

Legal Considerations: Per City Attorney.

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

Recommendations/Action: A motion to approve the purchase of 45,000lbs of ferric chloride for \$19,600.00 and 45,000lbs of sodium hydroxide for \$19,600.00 at a total cost of \$39,200.00. This price includes insurance surcharge and fuel cost. Load may vary slightly but is charged by the pounds delivered.

Submitted by

Brian Bradshaw



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

To: City of Mulvane, C # 614299
 Attn: Brian Bradshaw
 From: Darren Cox
 CC: Elizabeth Harrington
 Date: July 12th, 2024
 Subject: Quote for the Wastewater Plant

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

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

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

19,600

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

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

Thanks,

Darren Cox
 Account Executive
 Brenntag Southwest, Inc.

Reviewed BO

D-19-24



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

To: City of Mulvane, C # 614299
 Attn: Brain Bradshaw
 From: Darren Cox
 CC: Elizabeth Harrington
 Date: July 12th, 2024
 Subject: Quote for the Wastewater Plant

PO # 081495

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

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

| Product Name | Product Code | Container | Price | Price / Pkg | Item Total |
|-------------------------------|--------------|-------------|------------|-------------|----------------------|
| Caustic Soda 30% Diaphragm | 279149 | 21,500 lbs. | \$0.41/lb. | \$8,815.00 | 8,815.00 |
| | | 30,000 lbs. | | \$12,300.00 | 12,300.00 |
| | | 45,000 lbs. | | \$18,450.00 | 18,450.00 |
| Tax | | | | | \$0.00 |
| Transportation Charge | | | | | \$250.00 |
| MOS | | | | | \$0.00 |
| Total | | | | | 19,600.00 |

19,600.00

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

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

Thanks,

Darren Cox
 Account Manager
 Brenntag Southwest, Inc.

*Received
 BH
 7-18-24*

CITY COUNCIL MEETING
August 5th, 2024

TO: Mayor and City Council
SUBJECT: Purchase of one IR Pump
FROM: Wastewater Supervisor
AGENDA: Purchase of one IR Pump for the WWTP

Background: In 2011, the city started a sewer expansion project to accommodate the addition of the Kansas Star Casino. This expansion included six internal recycle pumps, two per basin, that feed the anoxic basin which is also included in the expansion. Based on the amount of flow coming into the plant, these pumps pump out of the aeration basin directly into the anoxic basin, which in turn is fed back to the splitter box and distributed to the basins equally. These pumps rotate operation on a daily basis, and run 24 hours a day. Maintaining the proper number of bacteria in the anoxic basin is critical for our type of waste water treatment.

One of the IR pumps in basin #3 failed. The failure set off an alarm at the plant which notified dispatch. They in turn notified the on-call employee. The second pump in that basin was put into service at that time, and the spare pump was installed the following day. Although the other IR pumps are working correctly, we feel that the chemicals we use now are slowly taking their toll on the equipment at the WWTP. When the basins are down for maintenance, we remove the pumps and clean and inspect them and set them in the shop until that basin is ready for start-up. We feel this is a better option than having them remain in the tank with the chemicals.

Since 2020, the price of repair and or replacement of the Flygt pumps has skyrocketed. With this in mind, we have looked for alternate pumps to replace them. We found a Homa brand pump that will match what we need for half the cost of a new Flygt pump. The cost to repair the 10hp Flygt was \$14,352.00, and a new Flygt pump is \$28,304.00. The cost of a new 15hp Homa pump is \$14,952.02. There is a slight difference in the way the Homa is wired into the VFD as compared to the Flygt, which will cause this pump to be the only pump for that location. As of right now we can move the Flygt pumps around to the different basins if necessary. We can maintain the Flygt pumps for as long as possible and then replace them with the Homa brand when needed.


These pumps are of critical importance to the activated sludge process at our facility. Having these pumps ready for service would be a great benefit to the city. After obtaining approval from the City Administrator to place this purchase on the Consent Agenda, we ordered the Homa pump from Fluid Equipment.

Legal Considerations: None.

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

Recommendations/Action: A motion to approve the purchase of one Homa pump for the total of \$14,952.02, with additional charges for freight.

Submitted by
Brian Bradshaw

| | | |
|--|---|--|
| Customer: City of Mulvane, KS Contact : Date: 07/19/2024 Phone: 316-777-1143 Fax: 316-777-4178 Project: Mulvane, KS WWTP Quote #: 7065795 Opp #: OP-599712 | Fluid - Municipal Kansas City 4525 NW 41st St, Suite 400 Riverside, MO 64150 Phone: 816-795-8511 Fax: 816-795-8926 |  FLUID EQUIPMENT <small>A COGENT COMPANY</small> |
|--|---|--|

Dear ,

We are pleased to offer the following quote as requested.

| Line No | Quantity | Description of Unit | Net Each | Net Ext. |
|---------|----------|---------------------|----------|----------|
|---------|----------|---------------------|----------|----------|

| | | | | |
|---|------|---|-----------|-------------|
| 1 | 1.00 | AMS646-285/15,3P/C ■ 6" FLYGT ADAPTOR FOR 2" GUIDE RAILS P-HANDLE RELAY,PMP MONITOR PMF5 1 Cable 460v | 14,952.02 | \$14,952.02 |
|---|------|---|-----------|-------------|

Shipment: 6 week(s) after receipt of P.O.
 FOB Point: Shipping Point
 Terms of Payment Upon Receipt
 Freight: Best Way - PPD/ADD
 Quote Validity: 15 Days

We look forward to working with you on the current and future applications. Should you have any questions in regards to this quote or if we can be of any further assistance, please do not hesitate to contact us.

Quoted By:

Joshua Carl
 jcarl@cogentcompanies.com

Salesrep:

Jeff Ubben
 jubben@fluidequip.com
 816-795-8511

STANDARD TERMS AND CONDITIONS

Price is FOB shipping point and does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 15 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Unless otherwise expressly agreed to in writing by Seller, all shipments are FOB Seller shipping point at which point title also transfers.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of 'commercial transaction' invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised March 2022

City Council Meeting
August 5, 2024

TO: Mayor & City Council
FR: Sherry Johnson – Licensing clerk
RE: Cereal Malt Beverage (CMB) & Liquor License
ACTION: Approve CMB & Liquor License Renewals

Background:

The council must approve CMB & liquor licenses.

Analysis:

City staff contacts all the vendors who hold any CMB/Liquor Licenses well in advance and then works with those license holders to properly complete the necessary application forms. Any new applications submitted must be reviewed by the City Attorney and approved by the City Council.

Financial Considerations:

The proper licensing fees have been paid by the applicant.

Legal Considerations:

The application has been reviewed by the City Attorney.

Recommendation:

Motion to approve a CMB License for Iron Jacket BBQ, LLC.

**PARTNERSHIP, FIRM OR ASSOCIATION
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**
(This form has been prepared by the Attorney General's Office)

City or County of MULVANE

| | | | |
|--|--|--|---------------------------------------|
| SECTION 1 – LICENSE TYPE | | | |
| Check One: <input checked="" type="checkbox"/> New License <input type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit | | | |
| Check One: <input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises. | | | |
| SECTION 2 – APPLICANT INFORMATION | | | |
| Kansas Sales Tax Registration Number (required): <u>004-992406943-FO1</u> | | | |
| I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application) | | | |
| Name of Partnership/Firm/Association <u>IRON JACKET BBQ, LLC</u> | | Phone No. <u>316.807.2951</u> | |
| Place of Business Street Address <u>213 W MAIN ST.</u> | | City <u>MULVANE</u> State <u>KS</u> Zip Code <u>67110</u> | |
| SECTION 3 – LICENSED PREMISE | | | |
| Licensed Premise (Business Location or Location of Special Event) | | Mailing Address (If different from business address) | |
| DBA Name <u>IRON JACKET BBQ, LLC</u> | | Name <u>ERIC KRUGER</u> | |
| Business Location Address <u>213 W MAIN ST.</u> | | Address <u>239 E LOCKRIDGE ST.</u> | |
| City <u>MULVANE</u> State <u>KS</u> Zip <u>67110</u> | | City <u>MULVANE</u> State <u>KS</u> Zip <u>67110</u> | |
| Business Phone No. <u>316.807.2951</u> | | <input type="checkbox"/> I own the proposed business location. <input checked="" type="checkbox"/> I do not own the proposed business location. | |
| Business Location Owner Name(s) <u>LARRY BECK</u> | | | |
| SECTION 4 – PARTNER AND FIRM/ASSOCIATION MEMBER INFORMATION | | | |
| List each partner or member of a firm/association and their spouse*, if applicable. Attach additional pages if necessary. | | | |
| Partner/Member Name <u>ERIC KRUGER</u> | | Title <u>MEMBER</u> | Date of Birth <u>7/22/79</u> |
| Residence Street Address <u>239 E LOCKRIDGE ST.</u> | | City <u>MULVANE</u> | State <u>KS</u> Zip Code <u>67110</u> |
| Spouse Name <u>BRITTANY KRUGER</u> | | Title <u>MEMBER</u> | Date of Birth <u>10/9/87</u> |
| Residence Street Address <u>239 E LOCKRIDGE ST.</u> | | City <u>MULVANE</u> | State <u>KS</u> Zip Code <u>67110</u> |
| Partner/Member Name | | Title | Date of Birth |
| Residence Street Address | | City | State Zip Code |
| Spouse Name | | Title | Date of Birth |
| Residence Street Address | | City | State Zip Code |
| Partner/Member Name | | Title | Date of Birth |
| Residence Street Address | | City | State Zip Code |
| Spouse Name | | Title | Date of Birth |
| Residence Street Address | | City | State Zip Code |

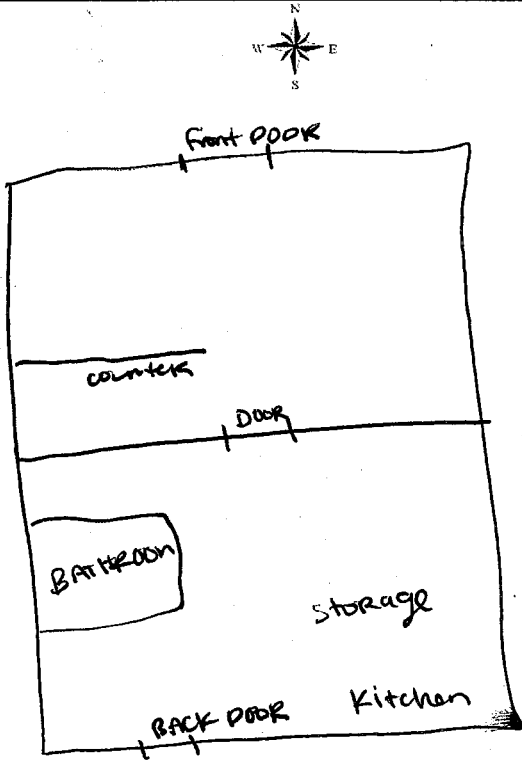
| SECTION 4 – PARTNER AND FIRM/ASSOCIATION MEMBER INFORMATION (CONTINUED) | | | |
|--|-----------|---------------|---|
| Partner/Member Name | Title | Date of Birth | |
| Residence Street Address | City | State | Zip Code |
| Spouse Name | Title | Date of Birth | |
| Residence Street Address | City | State | Zip Code |
| Partner/Member Name | Title | Date of Birth | |
| Residence Street Address | City | State | Zip Code |
| Spouse Name | Title | Date of Birth | |
| Residence Street Address | City | State | Zip Code |
| Partner/Member Name | Title | Date of Birth | |
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| Spouse Name | Title | Date of Birth | |
| Residence Street Address | City | State | Zip Code |
| Partner/Member Name | Title | Date of Birth | |
| Residence Street Address | City | State | Zip Code |
| Spouse Name | Title | Date of Birth | |
| Residence Street Address | City | State | Zip Code |
| SECTION 5 – MANAGER OR AGENT INFORMATION | | | |
| My place of business or special event will be conducted by a manager or agent. | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If yes, provide the following: | | | |
| Manager or Agent Name | Phone No. | Date of Birth | |
| Residence Street Address | City | State | Zip Code |
| Manager or Agent Spousal* Information | | | |
| Manager or Agent Spouse Name | Phone No. | Date of Birth | |
| Residence Street Address | City | State | Zip Code |

| SECTION 6 – QUALIFICATION FOR LICENSURE | | |
|--|---|---|
| <i>Applies to each partner or member of a firm or association AND their spouses*.</i> | | |
| Are all persons identified in Sections 4 & 5 are Citizens of the United States*: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Have all persons identified in Sections 4 & 5 have been a resident of Kansas for at least one year prior to application*. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Have all persons identified in Sections 4 & 5 been residents of this county for at least six months*? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| All persons identified in Sections 4 & 5 are at least 21 years old*? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Within 2 years immediately preceding the date of this application, have any of the persons identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does the partnership, firm or association have a manager, officer or director who was an officer, manager, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that had a CMB license revoked or was convicted of a violation of the Club and Drinking Establishment Act or the CMB laws? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Has the spouse of any partner or member ever been convicted of any of the crimes identified in Section 6 during the time the partner or member held a CMB license? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| SECTION 7 – DURATION OF SPECIAL EVENT | | |
| Start Date | Time | <input type="checkbox"/> AM <input type="checkbox"/> PM |
| End Date | Time | <input type="checkbox"/> AM <input type="checkbox"/> PM |

Proceed to Section 8 on the next page.

SECTION 8 - LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: 8 1/2" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the partnership/firm/association to complete this application. (K.S.A. 52-601)

SIGNATURE *[Signature]* DATE 7/22/79

FOR CITY/COUNTY OFFICE USE ONLY:

License Fee Received Amount \$ _____ Date _____
 (\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

\$25 CMB Stamp Fee Received Date _____

Background Investigation Completed Date _____ Qualified Disqualified

Verified applicant has registered with the TTB as an Alcohol Dealer

New License Approved Valid From Date _____ to _____ By: _____

License Renewed Valid From Date _____ to _____ By: _____

Special Event Permit Approved Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET, TOPEKA, KS. 66612.

*Applicant's spouse is not required to meet citizenship, residency or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

Clear Form