

MULVANE CITY COUNCIL
REGULAR MEETING AGENDA
Monday October 7, 2024

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 ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:	
Next City Council Meeting – Monday, October 21, 2024 – 6:00 p.m.	

ADJOURNMENT:

**MULVANE CITY COUNCIL
REGULAR MEETING MINUTES**

September 16, 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: Tim Huntley, Todd Leeds, Grant Leach, Kurtis Westfall, Trish Gerber.

OTHERS PRESENT: Austin St. John, Debra Parker, Andrew Kovar, Chris Young, Joel Pile, Jacob Coy, Herschel Masters, Karen Oliver, Mary Ayers, Lynda Fort, Nadine Reager, Lachelle Tootle, Lynn Packer, Jim Howell, Isabel Ebersole, Mike Robinson.

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

APPROVAL OF REGULAR MEETING MINUTES:

MOTION by Huntley, second by Leach to approve the Regular meeting minutes dated September 4, 2024.

MOTION approved unanimously.

CORRESPONDENCE: Mayor Allen has received concerns from citizens regarding the smell of chlorine in the water. Staff indicated that the water line from Augusta is not functioning and the City is pumping and treating the water.

PUBLIC COMMENTS: None

APPOINTMENTS, AWARDS AND CITATIONS:

1. Proclamation – Constitution Week:

Four (4) members of the DAR (Daughters of the American Revolution) Chapter were present to promote Constitution Week. DAR Chapter members present were Mary Ayers, Lynda Fort, Nadine Reager and Karen Oliver. Ayers reviewed the history and values of the DAR with the council. DAR members are dedicated to promoting patriotism, preserving American history, and securing Americas future through better education for children. Ayers thanked the Mayor and Councilmembers for recognizing this important event in American history.

September 17, 2024, marks the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention. Mayor Allen read a Proclamation proclaiming the week of September 17 through 23 as Constitution Week and presented Mary Ayers, Chapter DAR Regent, with the Certificate of Proclamation.

OLD BUSINESS

None

NEW BUSINESS

1. Sewer Line Rehabilitation Project:

Public Works Director, Jacob Coy, reviewed this item with the council. Much of the City's sewer system was constructed around a hundred years ago using clay tile pipe. Over time the joints of the clay tile pipe may fail leading to ground water inflow, as well as root intrusion and cracking. In 2007 the City began a sewer main rehabilitation program. Since that time approximately 12,943 feet of pipe has been rehabilitated.

The rehabilitation process is known as Cured in Place Pipe (CIPP). This process is accomplished by inserting a resin-impregnated flexible felt tube into the existing sewer main. This tube is inflated with compressed air and cured with UV light, steam, or hot water to form a monolithic, structural-grade lining inside the existing pipe. After the new lining is in place, a robotic camera and router is used to cut new openings for the customer's service lines. The City has identified and prioritized a few additional areas of our system that need repair. The sections that have been prioritized for rehabilitation in 2024 are located on Plaza Lane from Second St. to First St. and Sunset to Plaza Lane. This is approximately 2,550 feet.

Requests for bids were sent to nine vendors. The bids included a cost per foot for rehabilitating the total length of the sewer in the Northview Addition of 5,114 ft. or a partial length of 2,550 ft. After receiving bids from three companies, staff recommends proceeding with the smaller partial length and adding an additional \$5,600 in contingency funds for variations in final footage and line conditions.

Bids for rehabilitating 2,550 ft. of sewer main are as follows:

Padgett Excavation, Inc.	\$155.50 per ft.	\$396,525.00
Mayer Specialty Services LLC	\$50.10 per ft.	\$127,755.00
SAK Construction, LLC	\$44.00 per ft.	\$112,200.00

Council asked if there would be any interruption of service. Coy indicated the line would be down approximately 4 – 8 hours. Council wanted to make sure that the public in the affected areas were given plenty of advance notice to be able to make the necessary arrangements. Council asked how long the CIPP would last. Coy indicated the rehabilitated line should last at least 50 years.

MOTION by Westfall, second by Gerber to approve the quote for the sanitary sewer lining (Cured in Place) of approximately 2,550 linear ft. of pipe from SAK Construction in the amount not to exceed \$117,800.00.

MOTION approved unanimously.

2. Employee Opinion Survey Review:

Research Project Manager with the Public Policy and Management Center at WSU, Isabel Ebersole, presented this item to the council. At the 5/20/24 meeting the council approved the proposal from WSU to create and administer an employee opinion survey. At the 7/1/24 meeting the council approved the agreement with WSU. The purpose of this project is to solicit feedback to help the City better understand employees' opinions on a variety of workplace matters.

The process includes setting up a management team to help guide the process and focus groups of city employees to further craft the questions that go into the survey. The survey questions have been completed and are ready for council review before sending it to employees. The PPMC will administer the survey online through individualized links to employees via email. The survey will be open for two weeks. Following an analysis of employee feedback, the PPMC will develop a final report, including specific recommendations.

Ebersole reviewed the survey with the council and answered questions. Mayor Allen asked the council if they needed additional time to review the survey. HR Director, Lachelle Tootle, advised the survey would not apply to Pool Employees, so that department was removed, and the Public Works Department was changed to separate the Street/Parks and Utility Departments. Ebersole indicated that the survey was tailored to address specific needs and concerns for each department. Once the responses have been received, PPMC will prepare an analysis of the results with recommendations. The council felt the survey was complete and no additional time was needed for review.

MOTION by Leach, second by Huntley to approve the employee survey questionnaire prepared by WSU.

MOTION approved unanimously.

3. Resolution Authorizing a Special Event:

Planning and Zoning Director, Joel Pile, reviewed this item with the council. The Mulvane Chamber of Commerce has requested authorization for a Special Event on Sunday, October 13, 2024, from 12:00 noon to 4:00 p.m. in conjunction with the last “Market on Main” for 2024. The Chamber would like to have a vendor selling beer for consumption on site during the Octoberfest themed event. The designated consumption area consists of Prather Street from Main Street east to the Styx Creek Bridge, and Nessly Auto Park.

MOTION by Leeds, second by Huntley to approve Resolution No. 2024-9 authorizing a Special Event Premises on public property in connection with the October 13, 2024 “Market on Main” for the sale and service of alcoholic liquor and cereal malt liquor within the city limits and closing portions of Prather Street to vehicular traffic during the specified Special Event.

MOTION approved unanimously.

RESOLUTION NO. 2024-9

A RESOLUTION OF THE CITY OF MULVANE, KANSAS AUTHORIZING A SPECIAL EVENT ON CITY PROPERTY IN CONNECTION WITH THE COMMUNITY’S MARKET ON MAIN FOR THE SALE AND SERVICE OF ALCOHOLIC LIQUOR AND CEREAL MALT LIQUOR WITHIN THE CITY LIMITS AND STREET CLOSING.

4. Proposal for Solid Waste Collection Services:

City Administrator, Austin St. John, reviewed this item with the council. The City sent out RFPs for its solid waste service in February 2018. On April 16, 2018, the City Council selected the low bidder, Waste Management (WM) to provide solid waste hauling for the City. The City and WM entered into a contract to provide service beginning June 1, 2018 to December 21, 2019 with the option to extend the term of the Agreement for three (3) successive renewal terms of one (1) year each with a 3% increase annually. On December 10, 2022 the City approved the renewal

agreement with Waste Management for (2) consecutive renewal terms of one (1) year each. The current term ends December 31, 2024.

A Request for Proposal (RFP) was sent to seven solid waste haulers in the Wichita area on July 15, 2024. The proposals were due back to the City by August 30th. Three proposals were returned undeliverable. The City received proposals from Waste Management and Waste Connections. Waste Management provided pricing for recycling services, as requested in the RFP. The City Council will need to decide if they wish to include recycling services, and if so, to which locations. The apparent low bidder was Waste Management. Staff recommendations to accept the proposal from Waste Management.

The council discussed recycling services. City Administrator, Austin St. John, can do further research for this service. The council liked the idea of adding recycling at the City Building.

MOTION by Huntley, second by Westfall to accept the proposal from Waste Management to provide solid waste hauling services to the City, and recycling services at the City Building, and enter into an agreement as prepared by the City Attorney.

MOTION approved unanimously.

5. ARC95 Funding Agreement:

Sedgwick Co. Director of Public Works/County Engineer, Lynn Packer, reviewed this item with the council. The ARC95 Funding Agreement is between Sedgwick County and the City of Mulvane. The County intends to construct an east-west roadway at the Arkansas River Crossing and 95th Street, which encompasses corridor improvements along a 4.0-mile segment of 95th Street from Broadway Street (US-81) to Woodlawn Boulevard, creating an overpass over K-15, the railroad, and a new bridge crossing over the Arkansas River (the “ARC95 Project”).

The purpose of the Agreement is to assist the County by providing funds to help pay for fees and costs associated with the Project and help solidify grant applications showing support in writing and monetarily. The term of the Agreement is five (5) years. The City will remit \$20,000 to the County now and \$5,000 each year beginning in 2025.

Congress has “earmarked” approximately \$3,000,000 to the project and Sedgwick County Commission has approved \$200,000 in its 2025 budget for local match money. Any funds the County receives shall be used solely for the purpose of paying fees and costs associated with establishing the Corridor Preservation Overlay District, right-of-way acquisition, preliminary engineering preparation and actions associated with environmental review needs, and costs associated with public meetings regarding the ARC95 Project. Additionally, this project will automatically be submitted for a 2025 RAISE Grant as a “highly recommended” project of merit. Mayor Allen asked about the effect this would have on Mulvane. Packer advised this could have a positive impact. Mayor Allen would like to see progress and results associated with the Project.

MOTION by Huntley, second by Leeds to approve the ARC95 Funding Agreement with Sedgwick County with the Mayor to sign.

MOTION approved unanimously.

Sedgwick County Commissioner, Jim Howell, addressed the council about the benefits the ARC95 project will have by providing a connecting link to Wichita without the train traffic or traffic delays

that we currently have along K-15 and Rock Road through Derby. This will also create a prime area for growth and development. The ability to have this project “shovel ready” will improve additional grant opportunities. Howell encouraged the council to reach out to him anytime for help with anything.

6. Ordinance Amending Electric System Project Costs with KPP Energy:

City Attorney, Andrew Kovar, reviewed this item with the council. On July 7, 2021 the City approved having its electrical substation project included in the 2021 bond issue of KPP Energy. The City adopted Ordinance 1543 authorizing the City to execute the necessary documents with KPP for the substation project, including a Project Schedule 1 outlining the terms of the substation project to be added to the City’s Power Purchase Contract. Although the original Schedule 1 estimated the project costs at \$2,200,000 the City included only \$1,900,000 in the KPP bond issue.

The final project costs will be substantially higher with the Evergy transmission upgrade, and the KPP voted to allocate an additional \$433,635.92 from its 2021 bond issue to the Mulvane project. Therefore, it is necessary to amend the City’s original ordinance and authorize an amended and restated Schedule 1 to establish the final costs of KPP’s portion of the Project at \$2,333,635.92 and set the actual Facilities Charges attributable to the project. The City must approve the ordinance as part of its participation in the KPP financing. The remainder of the Substation Project is included in the City’s 2024 general obligation bond issue.

MOTION by Leeds, second by Leach to adopt Ordinance No. 1590 amending Ordinance No. 1543 and authorize the execution and delivery of any such necessary documents, including an amended and restated Schedule 1 attachment to the City’s Power Purchase Contract.

MOTION approved unanimously.

ORDINANCE NO. 1590

AN ORDINANCE AMENDING ORDINANCE NO. 1543 APPROVING A PROJECT TO BE UNDERTAKEN BY THE KANSAS POWER POOL (“KPP”), A MUNICIPAL ENERGY AGENCY FOR THE BENEFIT OF THE CITY OF MULVANE, KANSAS AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH DOCUMENTS AS SHALL BE NECESSARY IN CONNECTION THEREWITH.

ENGINEER

1. Project Review and Update:

Phase 3 Main “A” Sanitary Sewer – Field surveys of existing RCB in Prather St. along Styx Creek have been completed. Ready to prepare bid documents.

GIS Mapping – SAM continues to work on GIS updates, including website design.

Phase 1 Harvest Point Addition Infrastructure – The Contractor continues work on sanitary sewer pipe, manhole, and service installations. Completed preliminary street design plans.

Emerald Valley Estates 2nd Addition – Completed plans for sanitary sewer, storm sewer, mass grading and detention pond. All KDHE permit applications have been prepared and sent to KDHE.

Bid documents for “Utility and Grading Improvements” have been prepared and advertised on 9/12/24 with a bid date of 10/3/24.

West Main Street Drainage Improvements – The Contractor has initiated fieldwork, including demolition work, setting the new storm sewer inlet box, and miscellaneous pipe connections.

Councilmember Westfall had concerns about the condition of the pavement at First Street and Styx Creek after the completion of the Sanitary Sewer Main “A” Phase 2 Project. Young advised the project is under warranty and will check the pavement work and report back.

CITY STAFF

City Clerk: None

City Administrator:

1. Reviewed the August Financial Report.

City Attorney: None

CONSENT AGENDA ITEMS:

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

1. Payroll Dated 9/13/24 - \$257,153.50
2. Warrant Register for August - \$5,294,947.80
3. McCullough Excavation Pay Application #2 for Harvest Point - \$123,435.00
4. Lexipol Law Enforcement Manual and Training Renewal - \$12,335.46

MOTION approved unanimously.

ANNOUNCEMENTS, MEETINGS, AND NEXT AGENDA ITEMS:

No Council Workshop for September.

Next City Council Meeting – Monday, October 7, 2024 – 6:00 p.m.

ADJOURNMENT:

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

MOTION approved unanimously at 7:15 p.m.

Minutes by:

Debra M. Parker, City Clerk



**PROCLAMATION RECOGNIZING PUBLIC POWER WEEK, OCTOBER 6th – 12th,
A WEEK-LONG CELEBRATION OF CITY OF MULVANE’S ELECTRIC UTILITY YEAR-ROUND SERVICE
TO THE CITY OF MULVANE, KANSAS**

WHEREAS, we, the citizens of Mulvane, Kansas, place high value on local choice over community services and therefore have chosen to operate a community-owned, not-for-profit electric utility and, as customers and owners of our electric utility, have a direct say in utility operations and policies;

WHEREAS, City of Mulvane provides our homes, businesses, schools, and social services and local government agencies with reliable, efficient, and safe electricity employing sound business practices designed to ensure the best possible service at not-for-profit rates;

WHEREAS, City of Mulvane is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness;

WHEREAS, City of Mulvane is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to protecting the global environment;

NOW, THEREFORE BE IT RESOLVED: that City of Mulvane will continue to work to bring low-cost, safe, reliable electricity to community homes and businesses just as it has for many years to serve all the citizens of Mulvane, Kansas; and

BE IT FURTHER RESOLVED: that the week of October 6th – 12th be designated Public Power Week to recognize City of Mulvane for its contributions to the community and to educate customer-owners, policy makers, and employees on the benefits of public power;

BE IT FURTHER RESOLVED: that our community joins hands with more than 2,000 other public power systems in the United States in this celebration of public power, which put our residents, businesses, and the community before profits.

Brent Allen, Mayor

Date

SEAL

October 7, 2024
City Council Meeting

TO: Mayor and City Council
FROM: City Administrator
RE: Transient Guest Tax Applications for Funds.
ACTION: **Review, discuss and authorize the distribution of TGT funds**

Background:

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

In 2011, the City passed Resolution No. 2011-9 which defined how the Transient Guest Tax funds can be used and disbursed. With the construction of the 300-room Hampton Inn, the Kansas Star Casino (the “Casino”) was granted a priority on the first \$3,800,000 of TGT.

In April, 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 a 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 \$3.8 million.

Fund Application Process:

According to City policy, all TGT fund requests must apply to the City (on forms obtained from the City Administrator) for any event or Project which meet the statutory requirements. The City Administrator approves the request and then places it on the City Council agenda. The completed Program/Event Application for the Kansas Sheriff’s Association Annual Fall Training Conference and Vendor Exhibit Event is attached.

Financial Considerations:

Since the TGT has been increased to 8%, a partial amount of the difference between 5% and 8% collected is used to provide funding assistance for qualifying events or activities.

Legal Considerations:

As per City Attorney.

Recommendation:

Motion to authorize the City Administrator to approve the 2024 request from The Kansas Sheriffs Association Annual Fall Training Conference and Vendor Exhibit Event for Transient Guest Tax funds in the amount of \$2,000.00.



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.

As a general rule:

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

Brief Description of Program(s)/Event(s): Kansas Sheriffs Association Annual Fall Training Conference and Vendor Exhibit Event.

Date and Time of Program/Event: November 19th, 20th and 21st, 2024

Amount of Grant Requested: \$2,500

Brief Description explaining why Program/Event could result in overnight stays: This is our fifth year having our conference at the Kansas Star Event Center and typically sell out our allotted rooms at the Hampton Inn in Mulvane. In fact this year we have Sold Out the Hampton Inn with 250 rooms reserved in our Room Block Monday November 18th, Tuesday November 19th and Wednesday November 20th. We have 170 rooms in our block on Thursday November 21st and currently 12 Rooms on the Wait List.

Description of Total Program/Event Costs and Other Sources of Funds, if any: This is our Annual Fall Training Conference and we will typically see 330 attendees, a sold-out Kansas Star Arena with 160 plus Vendor Booth Spaces and an additional 250 Vendor Representatives. We also have a Spouses Event on Tuesday of the Conference and last year we had 41 Spouses enjoy the Winery next to the Event Center. We would offer a Platinum Sponsorship for the Grant Amount and would display the City of Mulvane Logo on one of our Banner Signs located in the Lobby of the Training Area as we did last year. Please see attached Budget Information Sheet for Costs, etc.

*Attached a copy of the total program budget.

Submitted this 13th day of September _____, 2024 _____.

APPLICANT:

By Sandy Horton

Authorized Requestor (Printed Name) Sandy Horton

Title Executive Director – Kansas Sheriffs Association

Mailing address and contact information for applicant:

Mailing Address: P.O. Box 1122, Pittsburg, KS 66762

Phone #: 620-687-1206

Email: sandy@kansassheriffs.net

[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.



Kansas Sheriffs' Association

PO Box 1122, Pittsburg, KS 66762

Phone: (620) 687-1206 ★ Fax: (620) 230-0866

Sheriff Sandy Horton, Ret., Executive Director

Sheriff John R. Fletcher, Ret., Deputy Director

www.kansassheriffs.org

September 12th, 2024

2024 City of Mulvane Grant Request

2024 KSA (Kansas Sheriffs Association Fall Conference)

The KSA Fall Training Conference typically sees 330 plus attendees and has sold out the Kansas Star Arena for Vendor Booth Spaces bringing in another 250 Vendor Representative.

We have already sold out our room block at the Hampton Inn in Mulvane. We have 250 rooms reserved for Monday November 18th, Tuesday November 19th and Wednesday November 20th each night. Our room block for Thursday November 21st is 170. Below is a budget prepared with numbers expected from last year's Conference.

INCOME:

Vendors and Sponsorship	\$181,045
Attendee Registration	<u>17,525</u>
TOTAL	\$198,570

EXPENSES:

Kansas Star Event Center	\$62,177
Rooms at Hampton Inn	2,934
Award Plaques	449
Printing (Conference Flyer, Attendee Certificates and Sponsor Pull Up Banner Signs.	2,089
Spouses Event (41 attended)	2,493
Speakers Fees	3,959
Helgerson's (Vendor Booth Set Up)	7,222
President's Reception	<u>3,504</u>
TOTAL	\$84,827

**City Council Meeting
October 7, 2024**

To: Honorable Mayor Allen and City Council
Fr: Joel Pile, Planning & Zoning Administrator
Subject: Mulvane Zoning Regulations Article 7 – Sign Regulations

Background: In 2019, the Planning Commission reviewed and updated Article 7 of the Zoning Regulations. The overhaul of the sign regulations modernized the regulations governing the type, size and location of various signage.

Amending the Zoning Regulations is a formal process which requires the Planning Commission to hold a public hearing and the City Council to provide notice to the Sumner County Commission and Township Boards that they will be considering changes to their zoning regulations. In 2019, the Planning Commission conducted a public hearing and recommended approval of the amended regulations. However, the City Council did not take action to approve the regulations. At the time, there was concern that requiring all non-conforming signs to become compliant or be removed within 10 years would place an undue burden on affected businesses. The process stalled, and the new sign regulations were not officially adopted.

Section 110B.1 (which contains language relating to non-conforming signs) was amended to reflect the recommendation of the Commission from their July 11, 2024 meeting. The amendment allows non-conforming signs to remain indefinitely or until they need repair or are voluntarily replaced.

The Planning Commission held a public hearing on August 8, 2024, after hearing no objections or concerns, voted to recommend approval of the amended regulations.

Legal Consideration: In accordance with K.S.A. 12-756(b), the Mulvane Planning Commission provided all necessary notice and held a public hearing on August 8, 2024, to consider adoption of revised Sign Regulations, making an accurate written summary of the proceedings (Attachment 1). A majority of the members of the Mulvane Planning Commission voted to adopt the proposed revisions, and recommend them to the governing body for approval, the same to be reincorporated into the City Zoning Regulations by this ordinance. Pursuant to K.S.A. 12-715(b), under certain conditions, the City is authorized to adopt Zoning Regulations affecting land located within three miles of the City, in an extraterritorial jurisdiction. As required by K.S.A. 12-743(a), written notification of the City's intent to adopt revised Zoning Regulations for an extraterritorial jurisdiction was provided to the Sumner County Board of County Commissioners, as well as the Belle Plaine and Gore Township Trustees. The Ordinance shall be governed by and construed in accordance with the applicable laws of the State of Kansas.

Recommendation:

Motion to approve Ordinance No. 1591 amending Ordinance No. 1432 of the City of Mulvane and approving revised sign regulations governing the use of signs in the city and the city's extraterritorial jurisdiction.

Attachment 1

Excerpt from August 8, 2024 Mulvane Planning Commission Meeting Minutes

OLD BUSINESS

1. Review Mulvane Zoning Regulations – Article 7 Sign Regulations

In 2019, the Planning Commission reviewed and updated Article 7 of the Zoning Regulations. The overhaul of the sign regulations modernized the regulations governing the type, size and location of various signage.

Amending the Zoning Regulations is a formal process which requires the Planning Commission to hold a public hearing. In 2019, the Planning Commission conducted a public hearing and recommended approval of the amended regulations. However, the City Council did not take action to approve the regulations. At the time, there was concern that requiring all existing non-conforming signs to become compliant or be removed within 10 years would place an undue burden on affected businesses. The process stalled, and the new sign regulations were not officially adopted.

During the July 11, 2024 PC Meeting, the Commission reviewed the proposed sign regulations and recommended amending 110.B.1, to allow legally nonconforming permanent signs, existing lawfully at the time the regulations were adopted to remain in use at the same location indefinitely notwithstanding the provisions of 110.A. The Commission also authorized a public hearing to be held on August 8, 2024.

The Commission reviewed the new language which had been incorporated into section 110.B.1.

2. Public Hearing of Proposed Sign Regulations

At 7:32pm Chairman Patterson opened a public hearing to consider adoption of revisions to the City of Mulvane Sign Regulations, to be reincorporated in the Zoning Regulations. Chairman Patterson asked all present to write their name on the sign-in sheet and called upon Secretary Pile to verify the public notice of the hearing had been published at least 20 days prior, the publication date was affirmed as July 11, 2024. Secretary Pile then provided a summary of the proposed revisions to the City Sign Regulations:

Summary of the Proposed Revisions:

- The Zoning Regulations (including the cover page) will be revised to reflect the effective date, and the number of this Ordinance, in addition to any previous amendments.
- In the Table of Contents, all the subheadings contained under "Article 7. Signs" are deleted, and replaced with contents reflecting the revised Article 7.
- In Section 2-102, Definitions, the definition of SIGN is deleted. (The revised Article 7 contains its own definitions of "SIGN".)
- The existing Article 7 on Signs is deleted in its entirety, and replaced with the revised Article 7.
- In the Selected Index by Subject and Section, all references to Signs are deleted, and replaced with references which reflect the revised Article 7.
- Article 12 of the Zoning Regulations at Section 12-101 shall be deleted and replaced by the following:

101 Effective Date. These regulations (as amended) shall be in full force an effect from and after their approval by the Planning Commission and their 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. (*Ordinance No. 1432 - eff. 07/10/2014; as amended by Ordinance No. 1476 eff. 09/22/2016; as amended by Ordinance No. 1591 - eff. 10/10/2024*).

After the summary was presented, Chairman Patterson opened the public portion of the hearing and asked those present who wished to speak to come to the podium. No person approached the podium, one audience member indicated they were from the Catholic Church and asked to receive a copy of the proposed regulations, they were provided a copy of the regulations. No one else present rose to speak and Chairman Patterson closed the public portion of the hearing.

Chairman Patterson asked if any written communication had been submitted, there had been no such communications.

MOTION by Fells, second by Patterson to approve the proposed revisions to the Mulvane Sign Regulations and recommend the Governing Body approve as a Regulations dated August 8, 2024, to be reincorporated into the City Zoning Regulations by effectuating ordinance published in the official city newspaper. MOTION approved.

Patterson announced the revisions to the Zoning Regulations will be forwarded to the Governing Body for their consideration at a future meeting.

(Ordinance Summary published in The Mulvane News on October 10, 2024 and the full text of the Ordinance made available at www.mulvanekansas.com for a minimum of one (1) week from the date of publication.)

ORDINANCE NO. 1591

AN ORDINANCE AMENDING ORDINANCE NO. 1432 OF THE CITY OF MULVANE, KANSAS AND APPROVING REVISED SIGN REGULATIONS GOVERNING THE USE OF SIGNS IN SAID CITY IN THE CITY'S EXTRATERRITORIAL JURISDICTION IN SUMNER COUNTY.

WHEREAS, the governing body of the City of Mulvane, Kansas (the "City") has adopted Zoning Regulations by its Ordinance No. 1432, as amended previously by its Ordinance No. 1476 (the "Zoning Regulations") which include regulations governing the use of signs; and

WHEREAS, pursuant to K.S.A. 12-715(b), under certain conditions, the City is authorized to adopt Zoning Regulations affecting land located within three miles of the City, in an extraterritorial jurisdiction. The City's extraterritorial jurisdiction is in Sumner County, Kansas and its legal description includes the following land (excluding the City):

In Belle Plaine Township (Township 30 South / Range 1 East) — All of Sections 1, 2, 11, 12, and 13; plus the E 1/2 and the E 1/2 of the W 1/2 of Section 3; the NE 1/4 and the SE 1/4 except the SW 1/4 of the SE 1/4 of Section 10; and the N 1/2 and the SE 1/4 of Section 14.

In Gore Township (Township 30 South / Range 2 East) — All of Sections 3, 4, 5, 6, 7, 8, 9, 10, 16, 17, and 18; plus the NW 1/4 of Section 15; and

WHEREAS, as required by K.S.A. 12-743(a), written notification of the City's intent to adopt revised Zoning Regulations for an extraterritorial jurisdiction was provided to the Sumner County Board of County Commissioners, as well as the Belle Plaine and Gore Township Trustees; and

WHEREAS, as required by K.S.A. 12-715b, any land in excess of three acres under one ownership which is used only for agricultural purposes, and which is outside the City, is exempt from the City's Zoning Regulations, including any revised sign regulations; and

WHEREAS, in accordance with K.S.A. 12-756(b), the Mulvane Planning Commission provided all necessary notice and held a public hearing on August 8, 2024, to consider adoption of revised Sign Regulations, making an accurate written summary of the proceedings. A majority of the members of the Mulvane Planning Commission voted to adopt the proposed revisions, and recommend them to the governing body for approval, the same to be reincorporated into the City Zoning Regulations by this ordinance; and

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

Section 1. Revised Sign Regulations. Article 7 of the Zoning Regulations entitled “Signs” is hereby deleted in its entirety and replaced by Exhibit A to this Ordinance.

Section 2. Table of Contents to Zoning Regulations. The Table of Contents to the Zoning Regulations for “Article 7. Signs” is hereby deleted and replaced by the “Table of Contents” for Article 7 attached hereto as Exhibit B.

Section 3. Previous Definition Deleted. The previous definition of “SIGNS” in Article 2 of the Zoning Regulations at *Section 2-102, Definitions* is hereby deleted.

Section 4. Correction of Appendix Index. The *Selected Index by Subject and Section* terms set forth in Appendix A of the Zoning Regulations is hereby amended by deleting all existing references to signs and replacing them with the terms used in “Article 7. Signs” of the Zoning Regulations, as amended hereby.

Section 5. Amendments. The Zoning Regulations (including the cover page) will be revised to reflect the effective date, and the number of this Ordinance, in addition to any previous amendments.

Section 6. Regulations Effective Date. Article 12 of the Zoning Regulations at Section 12-101 shall be deleted and replaced by the following:

101 Effective Date. These regulations (as amended) shall be in full force an effect from and after their approval by the Planning Commission and their 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. (*Ordinance No. 1432 - eff. 07/10/2014; as amended by Ordinance No. 1476 eff. 09/22/2016; as amended by Ordinance No. 1591 - eff. 10/10/2024*).

Section 7. Ordinance Effective Date. This Ordinance shall take effect on and be in full force 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.

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PASSED, ADOPTED AND APPROVED by the governing body of the City of Mulvane, Kansas this 7th day of October, 2024.

CITY OF MULVANE, KANSAS

[seal]

Brent Allen, Mayor

ATTEST:

Debra M. Parker, City Clerk

EXHIBIT A

The revisions establish permissible sign types, exempt sign types, and prohibited sign types, and define various terms used in the regulations. They apply to the construction, installation, structural alteration, relocation, and maintenance of all outdoor signs, including signs painted on or applied to a building's exterior, as well as window signs visible from a public way. They establish limits to the size, height, location, number, setback, and total sign message area of permissible sign types, and regulate brightness levels and transition methods of electronic message centers. They establish a sign permit system, provide for penalties for violation of their provisions, and a means of enforcement.

EXHIBIT B

Mulvane Zoning Regulations – Article 7

This Article contains regulations regarding Zoning requirements for signs in the City of Mulvane.

Zoning Regulations are organized by Article and Section.

In the following Table of Contents, Section numbers are shown on the left, and corresponding page numbers are shown on the right. Clicking on the page number will take you directly to the Section.

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ARTICLE 7. SIGNS

100 Purpose

A. **Purpose.** The purpose of these sign regulations is to provide reasonable time, place and manner restrictions on the installation and maintenance of signs, in order to allow communication through signs while protecting public safety, preserving the City's appearance and property values, and upholding the right of free speech and expression.

1. These regulations are intended to:

- a. Safeguard the public when using streets and sidewalks near signs.
- b. Allow governmental entities, railroads, and utilities to erect official signs to help protect public safety and welfare.
- c. Allow signs that identify premises, in order to aid first responders in emergency situations.
- d. Reduce visual clutter and avoid distractions that are potentially harmful to traffic and pedestrian safety.
- e. Support clear and efficient wayfinding, as a factor contributing to both public safety and the local economy.
- f. Allow reasonable advertising, as a factor contributing to the local economy.
- g. Recognize local history, in order to enhance Mulvane's sense of community.
- h. Enhance community appearance, in order to preserve and promote property values, augment quality of life, and support citizen satisfaction with the environment in which they live, work, learn and play.

(Ordinance Summary published in The Mulvane News on October 10, 2024 and the full text of the Ordinance made available at www.mulvanekansas.com for a minimum of one (1) week from the date of publication.)

Ordinance No. 1591 Summary

On October 10, 2024 the City of Mulvane, Kansas adopted Ordinance No. 1591 approving an amendment to its Zoning Regulations to the extent they govern the use of signs in the City and the City’s extraterritorial jurisdiction in Sumner County (the “Sign Regulations”). The Sign Regulations govern the construction, installation, structural alteration, relocation, and maintenance of all outdoor signs and (1) establish permissible sign types, exempt sign types, and prohibited sign types; (2) define various terms used in the Sign Regulations; (3) establish limits on the size, height, location, number, setback, and total sign message area of permissible sign types, (4) regulate brightness levels and transition methods of electronic message centers and (5) establish a sign permit system, as well as (6) provide for penalties for violation thereof. A complete copy of this ordinance and its “Sign Regulations” may be obtained or viewed free of charge at the Office of the City Clerk at City Hall, 211 N. 2nd 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: _____

Mulvane Zoning Regulations – Article 7

This Article contains regulations regarding Zoning requirements for signs in the City of Mulvane.

Zoning Regulations are organized by Article and Section.

In the following Table of Contents, Section numbers are shown on the left, and corresponding page numbers are shown on the right. Clicking on the page number will take you directly to the Section.

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ARTICLE 7. SIGNS

100 Purpose

A. Purpose. The purpose of these sign regulations is to provide reasonable time, place and manner restrictions on the installation and maintenance of signs, in order to allow communication through signs while protecting public safety, preserving the City's appearance and property values, and upholding the right of free speech and expression.

1. These regulations are intended to:
 - a. Safeguard the public when using streets and sidewalks near signs.
 - b. Allow governmental entities, railroads, and utilities to erect official signs to help protect public safety and welfare.
 - c. Allow signs that identify premises, in order to aid first responders in emergency situations.
 - d. Reduce visual clutter and avoid distractions that are potentially harmful to traffic and pedestrian safety.
 - e. Support clear and efficient wayfinding, as a factor contributing to both public safety and the local economy.
 - f. Allow reasonable advertising, as a factor contributing to the local economy.
 - g. Recognize local history, in order to enhance Mulvane's sense of community.
 - h. Enhance community appearance, in order to preserve and promote property values, augment quality of life, and support citizen satisfaction with the environment in which they live, work, learn and play.

2. In order to meet the community's expressed desire for quality development, these sign regulations are also intended to exercise reasonable control over the character and design of signs, promoting the use of signs which are:
 - a. Aesthetically pleasing.
 - b. Appropriately scaled.
 - c. Compatible with their surroundings.
 - d. Legible under the circumstances in which they are seen.
3. **Public Safety and Welfare.** To support substantial governmental interests in protecting public safety and welfare, and without reference to the viewpoint of the individual speaker, any sign is prohibited which includes text or graphics that:
 - a. Advertise unlawful activity.
 - b. Are defamation, hate speech, incitement to imminent lawless action, or true threats.
 - c. Are indecent, obscene, or immoral in nature and harmful to minors. (See K.S.A. 21-6401.)

101 Substitution and Severability

- A. **Substitution.** Signs containing noncommercial speech are permissible anywhere that signs containing commercial speech are permissible.
- B. **Severability.** Invalidation of any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this Article 7 by any court of competent jurisdiction does not affect the validity or enforceability of the remaining portions of Article 7 of these Zoning Regulations.

102 Definitions

- A. This section contains definitions of terms used in multiple locations within this Article 7 on Signs, including definitions of the categories and types of sign addressed by these regulations. Additional definitions are provided elsewhere in this Article, generally located in the section to which a specific term applies.
- B. Definitions related to signs.
 1. **SIGN:**
 - a. A sign is any object, material, device, display, structure or part of a structure, which:
 - (1) Is within view of the general public from a public way, or visible from other properties.
 - (2) Uses any means – including text, images, light or movement – to communicate information on, attract attention to, or promote the interests of a person, institution, organization, business, product, service, event or location.
 - b. A sign may incorporate lighting or an electronic message center.
 - (1) Lighting may be a component of an internally lighted sign, or shine on the sign from an external location.
 - (2) **ELECTRONIC MESSAGE CENTERS (EMC):** Signs or components of signs, with an electronically controlled display showing a changeable lighted image. The EMC category includes LED displays, plasma or digital screens, and holographic displays.
 2. **DANGEROUS SIGN:** A sign that creates a hazard to public health, safety, or welfare because of inadequate maintenance, dilapidation, or obsolescence.
 3. **FREESTANDING SIGN:** A sign which is unattached to and independent of any building or structure.

- 4. **PERMISSIBLE SIGN:** Any type of sign which is allowed in Mulvane. A permissible sign may require a zoning permit, a sign permit, or no permit.
- 5. **PERMITTED SIGN:** A permissible sign which has a current required Mulvane zoning or sign permit.
- 6. **SIGN OWNER:** The person entitled to possession or control of the sign, including but not limited to the owner, lessee, occupant, or agent of the property where the sign is located, or of the sign itself.

C. Definitions related to sign regulation.

- 1. **LOT:** An area of land either described by metes and bounds, or platted, whose boundaries have been recorded by the County Register of Deeds. For the purposes of these Regulations, a lot is a parcel of land bounded by other lots or streets, and intended as a unit for transfer of ownership or development.
 - a. **CORNER LOT:** A zoning lot that has frontage on more than one street, and where the frontage streets intersect.
 - b. **DOUBLE FRONTAGE or THROUGH LOT:** A zoning lot that has frontage on 2 streets, and where the frontage streets do not intersect.
 - (1) On a double frontage or through lot, both street frontages must be treated as front yards.
- 2. **PUBLIC NUISANCE:** An act or omission that obstructs, damages, or inconveniences the rights of the community, not merely one person or a group of citizens.
 - a. A nuisance is a thing, condition, or conduct that endangers health and safety, unreasonably offends the senses, or has a detrimental affect on other properties.
 - b. A public nuisance is a criminal as opposed to a civil wrong, and a violator may be punished by a criminal sentence, a fine, or both, and may also be required to remove a nuisance or to pay the costs of removal.

- 3. **RIGHT-OF-WAY:** A strip of land dedicated to public use and under the control of a public agency, intended to accommodate vehicle and pedestrian transportation systems and utility infrastructure. (See K.S.A. 17-1902(a)(1).)
 - a. A public right-of-way for a street typically includes both the roadway (including curbs and gutters), parking strips on either side, and any adjacent sidewalks.
- 4. **STREET FRONTAGE:** That part of a parcel of land where a lot line abuts a street right-of-way, with the following exceptions (which are not considered street frontage):
 - a. Lot lines abutting an alley.
 - b. The ends of dead-end streets without a turning circle.
 - c. The ends of incomplete or future streets, including temporary turn-arounds.

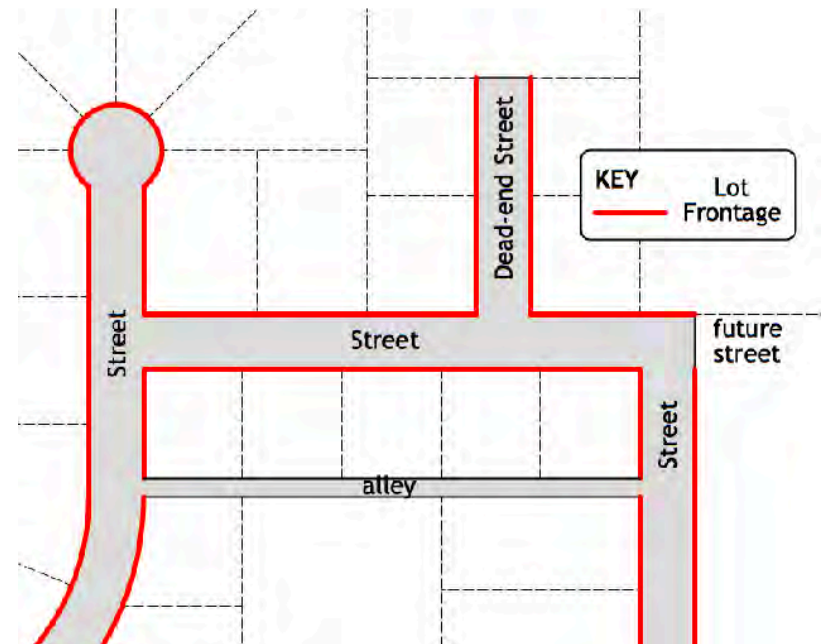


Diagram: Street Frontage

5. **VISION TRIANGLE:** A triangular area at the intersection of two streets, which must be maintained so as to provide a safe and open line of vision for drivers of vehicles approaching the intersection.
- The 3 points defining the area of a vision triangle are determined as follows:
 - Start at Point 1, found by extending the corner lot lines in a straight line to a point of intersection.
 - From Point 1, measure back along each lot line to establish Point 2 and Point 3. Measure a minimum distance of 30 feet in all residentially zoned districts, and 20 feet in all other zoning districts.

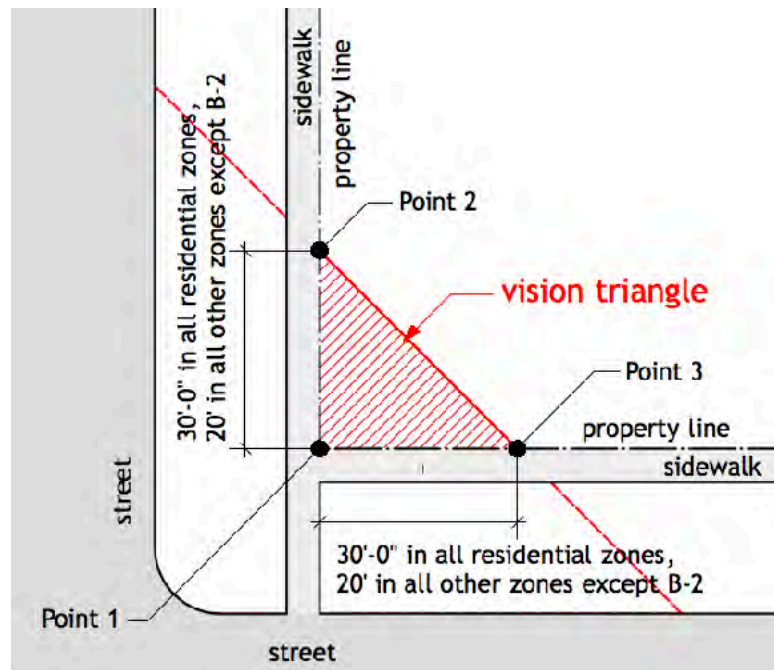


Diagram: Vision Triangle

D. Categories of Signs.

- Various *types* of signs are organized into five *categories*: permanent signs, hand portable signs, short-term signs, temporary signs, and window signs.
 - A permanent, hand portable, short-term or window sign may carry or produce a temporary *message*, without being categorized as a temporary sign.
- PERMANENT SIGNS:** A category of signs which are:
 - Constructed of materials durable enough to remain in good condition for more than 3 years outdoors.
 - Attached to a building, wall or similar structure, embedded in the ground, or attached to a structure which is embedded in the ground.
- HAND PORTABLE SIGNS:** A category of signs which are:
 - Constructed of materials durable enough to remain in good condition for up to 3 years outdoors.
 - Freestanding, and typically mounted on a lightweight frame sitting on or temporarily embedded in the ground.
 - Readily transportable by a single person without special tools or equipment.
- SHORT-TERM SIGNS:** A category of signs which are:
 - Constructed of materials durable enough to remain in good condition for up to 3 years outdoors.
 - Attached to posts embedded in the ground, or attached to a permanent structure.
 - Easily installed or removed without heavy equipment.
- TEMPORARY SIGNS:** A category of signs which are:
 - Typically constructed of non-durable materials, intended for temporary use outdoors.
 - Easily installed or removed without special tools or equipment.

6. **WINDOW SIGNS:** A category which includes any signs which are affixed to the interior or exterior surface of a window or glass door, or inside a building and within 3 feet of a window or glass door, and are visible from a public way.

E. Types of Permanent Signs.

1. **BUILDING SIGN:** A sign attached to, supported by, applied to, or painted on a building or part of a building.

a. **AWNING OR CANOPY SIGN:** A type of building sign, attached to or printed on an awning or canopy, which does not extend beyond the boundaries of the awning or canopy.



*Example:
Awning Sign*



*Example:
Canopy Sign*

b. **PROJECTING OR SUSPENDED SIGN:** A type of building sign, attached to a building, dependent on the building for support, projecting at least 12 inches from the building's surface or suspended from a ceiling.



*Example:
Projecting Sign*



*Example:
Suspended Sign*

c. **ROOF SURFACE SIGN:** A type of building sign, which is painted on or applied to a roof, and does not extend above the surface of the roofing material.



*Example:
Roof Surface Sign*

d. **THEATRICAL MARQUEE SIGN:** A type of lighted building sign, attached to a roof-like structure over the entrance to a theater or other performance venue, typically displaying the name of the venue, and the names of featured attractions and principal performers.



*Example:
Theatrical Marquee Sign*

e. **WALL SIGN:** A type of building sign, which is fastened to, applied to, or painted on a wall, and projects less than 12 inches from the wall.

(1) For the purposes of these Regulations, a mural is not a wall sign.

(2) **MURAL:** A work of visual art which is tiled, applied, or painted directly on an exterior wall for the purposes of decoration or artistic expression, which does not contain any brand name, product name, letters of the alphabet spelling or abbreviating the name of any product, company, profession, or business, or any logo, trademark, trade name, or other commercial message.



Example:
Wall Sign



Example:
Mural

2. **GROUND SIGN:** A freestanding sign constructed on the ground, which is unattached to and independent of any building or structure.

a. **BILLBOARD:** A type of ground sign whose message directs attention to a business, product, commodity, service, event, activity or entertainment, or contains a non-commercial message about something that is not sold, produced, manufactured, furnished, or conducted on the premises upon which the sign is located. (Also known as an Advertising Sign or an Off-Premises Sign.)



Example:
Billboard

b. **MONUMENT SIGN:** A type of ground sign intended to serve as a decorative feature, typically with a solid supporting base constructed of concrete, masonry, wood, or metal, less than 15 feet in height.

c. **POLE OR PYLON SIGN:** A type of ground sign, 15 feet or greater in height, with a permanent support structure on a permanent foundation.



Example:
Monument Sign



Example:
Pole Sign



Example:
Pylon Sign

- 3. **POLE BANNER:** A sign made of lightweight, non-rigid but durable material, designed to be attached to brackets which are mounted on a permanent pole with a permanent foundation.
- 4. **PROJECTED IMAGE SIGN:** A sign made of light projected on the face of a wall, structure, sidewalk, or other surface.



Example:
Pole Banner



Example:
Projected Image Sign

- b. **T-FRAME SIGN:** A sign constructed of a base with an upright panel, or two upright poles supporting a sign between them (in cross-section, a shape like an upside-down letter T).



Example:
Metal-frame Sign



Example:
Post & Beam Sign



Example:
A-frame Sign



Example:
T-frame Sign

F. Types of Hand Portable Signs.

- 1. **REUSABLE SIGN:** A freestanding hand portable sign, greater than 6 square feet in area, durable enough to be used in multiple locations over time, but intended for short-term use in each location.
 - a. **METAL-FRAME SIGN:** A sign constructed of a panel mounted in a metal frame, which is temporarily embedded in the ground for display.
 - b. **POST & BEAM SIGN:** A sign constructed of a post embedded in the ground, with a crossarm from which a sign panel is suspended.
- 2. **SIDEWALK SIGN:** A freestanding hand portable sign, greater than 6 square feet in area, durable enough to be used over time, but typically displayed only during business hours, and otherwise stored inside.
 - a. **A-FRAME SIGN:** A sign constructed of two rigid sign panels hinged together at the top.
 - (1) Also known as a Sandwich Board Sign.

G. Types of Short-term Signs.

- 1. **FLAG SIGN:** A sign made of lightweight, non-rigid material, durable enough to be used over time, designed to be attached along one edge or by two corners to a permanent flagpole, or to a pole designed to be inserted in a flagpole bracket mounted on a building or wall.
 - a. If any side is more than three times as long as any other side, the sign is categorized as a banner sign.
- 2. **YARD SIGN:** A freestanding sign more than 6 square feet in area, made of materials durable enough to be used over time, typically attached to posts embedded in the ground.



Example:
Flag Sign



Example:
Yard Sign

H. Types of Temporary Signs.

1. **ATTENTION GETTER:** A device primarily intended to attract attention, often without written content.

a. **BALLOONS:** Bags made of flexible air-tight material, inflated with air, helium or other gas, usually brightly colored, and less than 5 feet in diameter when inflated.

(1) Balloons are different than Balloon Signs.
(See 7-102-H4b for "Balloon Sign".)

b. **PENNANTS:** Multiple pieces of fabric or plastic, often triangular, attached to a cord in a row, and intended to attract attention by flapping in the wind.

c. **SEARCHLIGHTS:** Searchlights, also known as spotlights or sky beams, are a sign made of light projected into the sky, generally moved through sweeping arcs when displayed.



Example:
Balloons



Example:
Pennants



Example:
Searchlight

2. **BANNER SIGN:** A sign made of lightweight, non-rigid material such as paper, fabric, or vinyl, which may be tied to a structure, adhered to a structure with removable adhesive, or be freestanding and supported by posts.



Example:
Banner Sign

3. **BLADE SIGN:** A sign made of lightweight, non-rigid material such as paper, fabric, or vinyl, which is supported by a single vertical pole mounted either into the ground or on a portable base.

a. Also known as a Feather Sign or Teardrop Sign.



Example:
Blade Sign

4. **INFLATED SIGN:** A sign made of flexible fabric, and enlarged, inflated or activated with air or other gas.

a. **AIR-ACTIVATED SIGN:** A type of inflated sign which is designed so that all or part of it moves, activated or animated by a fan blowing air into the sign.

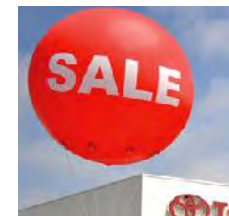
(1) Also known as a Waving Man Sign.

b. **BALLOON SIGN:** A type of inflated sign, at least 5 feet in diameter when inflated, which is lighter than air, and must be tethered when displayed.

(1) Balloon Signs are different than Balloons.
(See 7-102-H1a for "Balloons".)



Example:
Air-activated Sign



Example:
Balloon Sign

5. **PERSON SIGN:** A person wearing or decorated with insignia, images, costumes, masks, or other symbols that display messages with the purpose of drawing attention to or advertising an activity, who may or may not be holding an additional sign.

- a. Also known as a Human Mascot, Sign Spinner, or People Sign.



Example:
Person Sign

I. Types of Window Signs.

1. **WINDOW SIGN:** All signs which are affixed to the interior or exterior surface of a window or glass door, or inside a building and within 3 feet of a window or glass door, and visible from a public way, are considered window signs.

- a. Window signs may be constructed of durable or non-durable materials, including paper, plastics, wood, or metal, and may include lighting such as LEDs or neon.
- b. Merchandise and decorations incorporated in a window display are not considered part of a window sign, and are excluded from determinations of sign message area.



Examples: Typical Window Signs

103 Lighting and Electronic Message Centers (EMCs)

A. **Lighted Signs.** Various types of signs may incorporate lighting, either as a component of the sign (internally lighted), or shining on the sign to provide better nighttime visibility (externally lighted).

1. From dusk to dawn, brightness levels created by the sign lighting must be no more than 0.3 foot-candles above ambient lighting, as measured in Section 7-103B-4a of these Zoning Regulations.
2. From dusk to dawn, brightness levels created by the sign lighting on any residential property must be no more than 0.5 foot-candles.
3. A lighted sign on a zoning lot adjacent to or across the street from any residential zoning district, must not be illuminated between 11:00 pm and 7:00 am.



Example:
Lighted Sign
(internally lighted)



Example:
Lighted Sign
(externally lighted)

B. Electronic Message Centers (EMCs) may be incorporated into various types of signs, including but not limited to building signs and ground signs. All electronic message center displays must comply with the following requirements:

1. Transition methods: Only scrolling and dissolve or fade transitions are permissible.
 - a. Scrolling messages display text or graphics that appear to move up, down, or across an EMC display, in order to allow different parts of a single message to be viewed in sequence.
 - b. In dissolve or fade transitions, the first frame gradually disappears and the second frame gradually appears, with a transition duration of 1 second or less.
2. Flashing displays are prohibited. An EMC message is considered to be flashing if the intensity of illumination fluctuates from high to low in a repeating pattern at intervals of less than 2 seconds.
3. Full motion or animated displays are prohibited. An EMC message is considered to be a full motion or animated display if a progression of frames gives the illusion of motion, including but not limited to the illusion of moving objects, moving patterns or bands of light, or expanding or contracting shapes.
 - a. Exception. EMC full motion or animation may be displayed on a Theatrical Marquee Sign.



Example:
EMC in pole sign



Example:
EMC in monument sign

4. From dusk to dawn, brightness levels must be no more than 0.3 foot-candles above ambient lighting.
 - a. Brightness levels must be measured:
 - (1) With an illuminance meter accurate to at least two decimals.
 - (2) With the EMC off (to measure ambient lighting), and again with the EMC displaying a white image for a full color-capable EMC, or a solid message for a single-color EMC.
 - (3) As close as practical to perpendicular to the face of the EMC.
 - (4) As close as practical to a distance (in feet) which is determined by multiplying the area of the EMC (in square feet) by 100, then calculating the square root of the result.
 - b. On written notice from the Zoning Administrator, a sign owner is required to cooperate with brightness testing by programming the EMC as requested.
5. Auto-dimming. EMCs constructed or installed after the adoption of these Zoning Regulations must be equipped to automatically sense ambient illumination, and adjust their brightness levels to comply with the required 0.3 foot-candle maximum difference.



Example: Illuminance meter

104 Applicability and Exempt Signs

A. Applicability.

1. These sign regulations apply to the construction, installation, structural alteration, relocation, and maintenance of all outdoor signs, including signs painted on or applied to a building's exterior, as well as window signs visible from a public way.
(See *definition of WINDOW SIGN.*)
2. These sign regulations establish limits to the size, height, location, number, setback, and total sign message area of permissible sign types.

B. Exempt Signs. The following signs must comply with this Article's Public Safety and Welfare standards (see *Zoning Regulations, Section 7-100A3*), General Standards (see *Zoning Regulations, Section 7-111*), and with the safety and code requirements which apply to all signs (see *Zoning Regulations, Section 7-112*), but are otherwise exempt from regulation under this Article:

1. **Private Signs.** Signs located on private property and owned by the property owner or lessee. In order to be exempt, a private sign must also meet all of the following conditions:
 - a. Must be 6 square feet or less in area.
 - b. Must have a maximum height of 8 feet above adjacent grade.
 - c. Must not be visible from any public way or from other properties.

2. **Hand Portable, Short-term and Temporary Signs** with a surface area of **6 square feet or less.**



*Examples:
Exempt Temporary Signs
(6 SF or less in size)*

3. **Address numbers and street names of the premises,** with a total area of **6 square feet or less.**
4. **Time and temperature displays.**
5. **Works of art** which in no way identify a product or service.
6. **Flags and logos** provided that they comply with maximum sign message area requirements for their zoning district.
7. **Equipment Signs.** Signs which are integrated as a part of vending machines, ATMs, merchandise display racks, gasoline pumps, or similar equipment.
8. **Traffic control devices** that comply with the most current edition of the Federal Highway Administration's *Manual on Uniform Traffic Control Devices.*
9. **Official signs** erected by a taxing authority, governmental body, governmental agency, public school district, public utility or railroad.
10. **Digital Vehicle Signs.** LED or other digital or electronic signs mounted on and displayed from the following vehicles:
 - a. Taxis.
 - b. Public buses.
 - c. Road construction, road maintenance, or traffic control vehicles.

11. Non-digital Vehicle Signs.

- a. Non-digital signs painted on or adhered to a vehicle, when the primary purpose of the vehicle is not the display of the sign.
 - (1) For a vehicle's primary purpose to be determined as something other than sign display, the vehicle must:
 - (a) Be mobile.
 - (b) Be actively used by a business.
 - (c) Not be parked on a vacant lot.
 - (2) When the primary purpose of the vehicle is display of a sign, the sign is not exempt.
- b. Non-digital signs on vehicles that are for sale or lease and are parked legally in a parking space.



*Example:
Exempt
Non-digital Vehicle Sign*

105 Permissible Sign Types

A. Signs listed in this section are permissible under Mulvane Zoning Regulations.

- 1. Permits. Some permissible signs require a zoning permit, some require a sign permit, and some require no permit.

B. Permissible permanent signs.

- 1. Building signs.
 - a. Awning or canopy signs.
 - b. Projecting or suspended signs.
 - c. Roof surface signs.
 - d. Theatrical marquee signs.
 - e. Wall signs.

- 2. Ground signs.
 - a. Billboards.
 - b. Monument signs.
 - c. Pole or pylon signs.
- 3. Pole banners.
- 4. Projected image signs.

C. Permissible hand portable signs.

- 1. Reusable signs.
 - a. Metal-frame sign.
 - b. Post & beam sign.
- 2. Sidewalk signs.
 - a. A-frame sign.
 - b. T-frame sign.

D. Permissible short-term signs.

- 1. Flag signs.
- 2. Yard signs.

E. Permissible temporary signs.

- 1. Attention getters.
 - a. Balloons.
 - b. Pennants.
 - c. Searchlights.
- 2. Banner signs.
- 3. Blade signs.
- 4. Inflated signs.
 - a. Air-activated signs.
 - b. Balloon signs.
- 5. Person signs.

F. Permissible window signs.

- 1. Window signs.

106 Monument Signs in Aesthetic Corridors.

A. In spite of any other provisions of these Regulations, all principal business signs and entrance signs to subdivisions installed along aesthetic corridors must be monument signs.

- a. Aesthetic corridors in Mulvane's zoning jurisdiction include:
 - (1) Second Street, from Main Street to K-15.
 - (2) Rock Road.
 - (3) K-15 Highway and any adjacent access streets.
 - (4) Main Street extending eastward from Fourth Street.
 - (5) K-53 Highway from Main Street extending to the Arkansas River.

- b. Monument signs in aesthetic corridors must be a maximum of:
 - (1) 15 feet wide.
 - (2) 12 feet in height.
 - (3) 100 square feet in size.

107 Prohibited Sign Types

A. **3D ROOF SIGN:** Any sign erected on and supported by a roof, that projects above the highest point of a building with a flat roof, the eave line of a building with a gambrel, gable, or hip roof, or the deck line of a building with a mansard roof.

- 1. **Roof Surface Signs**, which are painted on or applied to a roof surface, are not prohibited.



Example: Prohibited 3D Roof Sign



Example: Permissible Roof Surface Sign

B. **DIGITAL VEHICLE SIGN:** An electronic message center (EMC) mounted on and displayed from any vehicle other than taxis, public buses, or road construction, road maintenance, or traffic control vehicles.



Example: Digital Vehicle Sign

108 Permits

A. Zoning Permits for Permanent Signs.

1. Obtain a **zoning permit** before constructing, installing, structurally altering, or relocating any permanent sign, except for exempt signs listed in Section 7-104B of these Zoning Regulations.
 - a. **Exception:** A zoning permit is not required for routine maintenance, or changes to the text or graphics, of a permanent sign.
 - b. **Exception:** A zoning permit is not required for permanent signs accessory to single-family dwellings.
2. A permanent sign is considered an accessory use to a principal structure.
 - a. **Exception:** A Billboard, provided it is outside of the city limits and within the extraterritorial area, may be permitted on a lot with no principal structure.
3. Permanent signs must comply with the requirements of this Article, or no zoning permit will be issued.

B. Sign Permits for Hand Portable, Short-term, and Temporary Signs.

1. Obtain a **sign permit** before displaying any hand portable, short-term, or temporary sign, except for exempt signs listed in Section 7-104B of these Zoning Regulations.
 - a. A sign permit may be issued only for hand portable, short-term, or temporary signs which comply with the requirements of this Article.
 - b. A sign permit is not required for routine maintenance or changes to the message copy on a hand portable or short-term sign.

2. **Sign Permit Sticker.** The sign permit provided by the City will include a sticker showing the permit's number and expiration date. The sticker must be applied to the bottom left-hand corner of the front of the permitted sign before it is publicly displayed.
 - a. Applicant is responsible for removal of any permitted hand portable, short-term, or temporary sign by the permit's expiration date.
 - b. A hand portable, short-term, or temporary sign displayed beyond the sign permit's expiration date is a violation of these Zoning Regulations.
 3. **Interval Between Temporary Signs.** On any individual zoning lot, **at least 30 days** must pass after the expiration of one sign permit for a temporary sign, before another sign permit for a temporary sign may be issued.
- C. Window Signs do not require zoning or sign permits, but must otherwise comply with the provisions of these Zoning Regulations.

109 Enforcement

A. Determination of Sign Type.

1. The Zoning Administrator makes the final determination when designating a sign's category, type, and exemption status.
 - a. **Appeal.** An aggrieved party may appeal the Zoning Administrator's determination of sign type to the Board of Zoning Appeals.
(See *Zoning Regulations, Section 10-106.*)
2. **New Sign Types.** Sign types not described in these Zoning Regulations may be conditionally approved by the Zoning Administrator.

B. Permit Revocation.

1. **Permanent Signs.** The Zoning Administrator may revoke the zoning permit for any permanent sign which:
 - a. Is in violation of any provision of these Zoning Regulations, or of any condition on which the permit was based.
 - b. Does not comply with applicable codes.
 - c. Would become dangerous to life or property if work continued.
 - d. Has become nonconforming by an action of the sign owner.
2. **Hand Portable, Short-term or Temporary Signs.** The Zoning Administrator may revoke the sign permit for any hand portable, short-term or temporary sign which is:
 - a. In violation of any provision of these Zoning Regulations, or of any condition on which the permit was based.
 - b. Displayed without a sign permit sticker, or displayed beyond the permit expiration date.

C. Enforcement for Permanent, Hand Portable and Short-term Signs.

1. **Notice.** Except in the case of a dangerous sign, the Zoning Administrator must give notice when a permanent sign's zoning permit has been revoked, or when the sign permit for a hand portable or short-term sign has been revoked.
 - a. Notice must be provided by hand delivery or certified mail, return receipt requested, to the sign owner or to the property's owner or occupant.
 - b. The notice must describe the sign, specify the violation, note the time limit for compliance, and describe the consequences of non-compliance.
 - c. **Notice for Dangerous Signs.** The Zoning Administrator may have a dangerous permanent, hand portable or short-term sign removed without prior notice, but must send notice of the removal by hand delivery or certified mail, return receipt requested, to the sign owner or to the property's owner or occupant within 72 hours after removal.
2. **Violation.**
 - a. Permanent, hand portable and short-term signs in violation of any provision of these regulations must be corrected or the sign removed, within the following periods of time after notification is mailed or hand delivered, or the sign is in violation of these Zoning Regulations.
 - (1) Permanent Sign or Short-term Sign: **30 days.**
 - (2) Hand Portable Sign: **72 hours.**

3. Stop Work or Removal.

- a. **Permanent or Short-term Sign:** The Zoning Administrator may order work to be stopped or removal of a permanent or short-term sign in violation of these Zoning Regulations.
- b. **Hand Portable Sign:** The Zoning Administrator may order removal of a hand portable sign in violation of these Zoning Regulations.

D. Enforcement for Temporary Signs.

1. **Notice.** The Zoning Administrator is not required to give notice when the sign permit for a temporary sign has been revoked.
2. **Violation.** Temporary signs in violation of any provision of these regulations must be corrected or the sign removed, or the sign is in violation of these Zoning Regulations.
3. **Removal.**
 - a. Any temporary sign must be removed, which is:
 - (1) In violation of any provision of these Zoning Regulations, or of any condition on which the permit was based.
 - (2) Displayed without a sign permit sticker, or displayed beyond the permit expiration date.
 - b. The Zoning Administrator may order the sign owner to remove a temporary sign in violation, or the sign may be removed by the Zoning Administrator or by any City staff member authorized by the Zoning Administrator.
 - c. **Right of Adjacent Property Owner to Remove Signs.** Any property owner or tenant may remove and discard any unauthorized temporary sign which has been placed in a right-of-way adjacent to the owner or tenant's property.

E. Enforcement for Window Signs.

1. **Violation.** Window signs in violation of any provision of these regulations must be corrected or the sign removed, or the sign is in violation of these Zoning Regulations.

F. Abandoned Signs.

1. For purposes of these Regulations, an abandoned sign is:
 - a. Any sign remaining after demolition of the principal structure on the property.
 - b. Any sign which was erected for an occupant or business unrelated to the present occupant or business.
 - c. Any sign or sign structure on a property which has been vacant and unoccupied for a period of **12 months**.
 - (1) **Exception:** A yard sign located on a parcel of land that is for sale or lease is not considered an abandoned sign.
2. **Notice.** Except in the case of a dangerous sign, the Zoning Administrator must give notice when a sign is deemed abandoned.
 - a. Notice must be provided by hand delivery or certified mail, return receipt requested, to the sign owner or to the property's owner or occupant.
 - (1) The notice must describe the sign, specify why it is deemed abandoned, note the time limit for compliance, and describe the consequences of non-compliance.
3. **Violation.** An abandoned sign or sign structure must be corrected or removed, **within-60 days** after notification is mailed or hand delivered, or the sign or sign structure is in violation of these Zoning Regulations.
4. **Removal.**
 - a. **Abandoned Sign:** The Zoning Administrator may order removal of an abandoned sign in violation of these Zoning Regulations.

G. **Dangerous Signs.** Any sign or sign structure which because of damage or deterioration has become a hazard to the public, must be immediately repaired or removed.

1. **Restoration.** A damaged or unsafe sign or sign structure may be restored to its original condition without obtaining a zoning permit.
2. **Replacement.** If a damaged or dangerous sign or sign structure is replaced, it must conform to Zoning Regulations current at the time of replacement.
 - a. **Exception:** Damaged nonconforming signs. (See *Zoning Regulations, Section 7-110A.*)

H. **Impoundment and Disposal of Removed Signs.**

1. Signs in violation of these sign regulations are considered to be a public nuisance, and therefore may be removed and impounded. (See definition of **PUBLIC NUISANCE.**)

Signs considered to be a public nuisance include the following:

- a. Any unauthorized private sign placed on public property, including street rights-of-way and easements.
- b. Any unauthorized private sign placed on railroad property, or on a utility pole, box, fence, or other utility structure.
- c. Any unauthorized private sign attached to a tree, whether on public or private property.
- d. Any sign, including graffiti or tagging, placed on a private structure without the authorization of the property owner.
- e. Any vehicle, trailer or similar movable structure used as a sign or sign support, when the primary purpose of the vehicle is the display of the sign, as opposed to transporting passengers or carrying cargo, parked for a period of more than 72 hours where the sign is visible from a public way.

2. **Impoundment.** Any permanent, hand portable, short-term or temporary sign declared to be a public nuisance, and removed by order of the Zoning Administrator, may be impounded by the City.

- a. **Redemption from Impoundment.** If not redeemed **within 30 days** by the owner paying a service charge in the amount specified by City ordinance, the City may dispose of the sign in any manner deemed appropriate.

I. **Costs of Removal.** The owner of any sign which must be removed by the City is responsible for reimbursing the City for the costs of removal.

1. **Notice of Costs.** The City must provide a Notice of Costs to the sign owner by hand delivery or certified mail, return receipt requested, which includes any and all incidental expenses incurred by the City in connection with removal of the sign.
 - a. If the sign owner does not pay the costs due **within 30 days**, the City Clerk will assess the costs as a special assessment against the lot or parcel of land on which the sign was located.

J. **Penalties.**

1. See Zoning Regulations, Section 9-103A on Penalties for violations of Zoning Regulations.
2. See Zoning Regulations, Section 9-103B on Remedies the City may pursue for violations of Zoning Regulations.

110 Nonconforming Signs

A. **NONCONFORMING SIGN.** A nonconforming sign is an *existing* sign structure which complied with sign regulations in effect at the time it was constructed or installed, but does not comply with current requirements applicable to *new* signs in its zoning district.

1. **Enlargement, Repair or Alterations.** Any nonconforming sign may be maintained, repaired, enlarged or structurally altered, provided that the changes do not increase the degree of existing nonconformity or create any additional nonconformity in any part of the structure.
2. **Damage.**
 - a. If a nonconforming sign is damaged to the extent of 50% or less of its fair market value, a sign permit must be obtained before any repairs or restoration occur.
 - (1) Restoration must begin **within 1 year** after the date of damage, and must be diligently pursued to completion to maintain legal nonconformity.
 - b. If a nonconforming sign is damaged to the extent of more than 50% of its fair market value, the sign must not be restored unless it will afterwards conform to zoning district regulations.
 - c. The percent of damage in terms of fair market value is determined by the Zoning Administrator, based on data submitted by the Applicant.
 - (1) An Applicant aggrieved by the Zoning Administrator's determination may submit an appeal to the Board of Zoning Appeals.
(See *Zoning Regulations, Section 10-106.*)
3. **Moving.** A nonconforming sign must not be moved in whole or in part, for any distance whatsoever, to any other location on the same or any other zoning lot, unless the entire sign will afterwards conform to all the zoning district regulations of the location to which it is moved.

B. Amortization of Nonconforming Signs.

1. Legally nonconforming **permanent signs**, existing lawfully at the time these Zoning Regulations are enacted, may remain in use at the same location indefinitely, notwithstanding the provisions of Section 7-110A.
2. Legally nonconforming **hand portable or short-term signs**, existing lawfully at the time these Zoning Regulations are enacted, may remain in use for **1 year**, after which they must comply with the requirements of Zoning Regulations in effect at that time.

111 General Standards

A. SIGN HEIGHT: The vertical distance from ground level below the sign, to the highest element of the sign.

1. Zoning district restrictions on maximum structure height do not apply to signs.

B. GROSS WALL AREA: The total area of the architectural elevation of the building on which signs are located, including recessed planes and visible angled planes, windows and doors, and mansard roofs, but excluding other roof structures.

1. **ARCHITECTURAL ELEVATION:** A horizontal orthographic projection of a building on to a vertical plane which is parallel to a facade of the building.
2. Gross wall area applies to the following sign types:
 - a. Wall signs.
 - b. Projected image signs.

*The area outlined in red is the Gross Wall Area.
The allowable total sign message area for wall signs and projected image signs is calculated as a percentage of the gross wall area.*



*Diagram:
Gross Wall Area
(example)*

C. Sign Message Area.

1. Definitions.

- a. **SIGN MESSAGE AREA:** The area of a sign containing text, images, or a setting, which is regulated separately from other sign dimensions.
- b. **SETTING:** An area which differentiates a sign's message from its background, the boundary of which may be defined by a line, or by a change in color, texture or material.

2. The following elements are included in the determination of sign message area:

- a. **EMCs.** For any sign incorporating an electronic message center, the entire area of the electronic screen must be included as part of the sign message area.
- b. Photographs or drawings included in any window sign.

3. The following elements are excluded from the determination of sign message area:

- a. Exempt sign elements, such as address numbers.
- b. Structural elements.
 - (1) Structural elements are not considered to be the boundary of a setting.
- c. Window display decorative elements.

4. Multiple-faced Signs.

- a. For double-faced signs, if the sign faces are parallel or form an interior angle of less than 45 degrees, only one display face must be included in the measurement of sign message area.
 - (1) If the two faces are of unequal area, then the sign message area of the larger face must be used as the sign's message area.
- b. For signs with more than 2 faces, all display faces must be included in the measurement of sign message area.

5. Polygon Method for Determining Sign Message Area:

In this method, the sign message area is defined as the area within no more than 3 polygons, each continuous and with up to 12 straight sides and/or radial curves, which enclose all the text, graphics, and any electronic message centers (EMCs) incorporated in the sign, as well as any *setting*.

6. For the following sign types, the sign message area is determined with the polygon method.

- a. Awning or canopy signs.
- b. Roof surface signs.
- c. Monument signs.
- d. Pole or pylon signs.
- e. Roof surface signs.
- f. Wall signs.
- g. Window signs.

7. For the following sign types, the sign message area is defined as the entire sign face, excluding structural elements.

- a. All hand portable signs.
- b. All short-term signs.
- c. All temporary signs.
- d. Billboards.
- e. Pole banners.
- f. Projected image signs.
- g. Projecting or suspended signs.

8. For theatrical marquee signs, determination of the sign message area is not required.

Determining SIGN MESSAGE AREA with the POLYGON METHOD
– Examples –
 For each example sign, the areas outlined in red would be included in the sign message area.



The graphic at the top of the sign, all of the LED screen, and the text are included in the sign message area.



The address number is exempt, and so is not included in the sign message area.



SETTINGS: *The blue area around the word Dupré, and the change in texture from ashlar to smooth stone in the Mulvane sign, each constitute a setting, which must be included as part of the sign message area.*



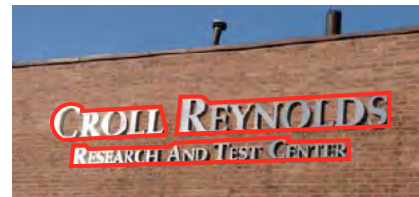
The blue metal frame is structural, and so is not considered the boundary of a setting. Therefore, the white background outside of the text and graphic is not included in the sign message area.



For a wall sign that is painted directly on the wall, the entire painted area of the sign is considered to be a setting, and so is included in the sign message area.



For a wall sign that is a panel mounted on the wall, the panel itself is the sign structure, and so is not considered to be a setting, and is not included in the sign message area.



The sign message area for a wall sign with individual letters or graphics mounted on the wall is determined with the polygon method.



The sign message area for a window sign is determined with the polygon method. This window sign shows text and graphics enclosed in the maximum-allowed 3 polygons. The largest polygon has the maximum-allowed 12 sides. The paw prints are the company logo, and therefore are included the sign message area. The checkerboard pattern is considered a window display decoration, and therefore is excluded from the sign message area.



Photographs or drawings included in a window sign, even as background, are considered to be graphics, and so must be included in the sign message area.



The sign message area for a roof surface sign is determined with the polygon method. This sign shows text and graphics enclosed in the maximum-allowed 3 polygons. The "E" polygon has the maximum-allowed 12 sides. The yellow line shows the perimeter of the gross surface area of the roof plane.

112 Requirements for All Signs

A. Traffic Safety.

1. Signs must be designed so they cannot be confused with any traffic control sign, signal or device. Signs must not interfere with, mislead or confuse traffic.
2. Do not locate signs where they obscure the view of any traffic control sign, signal or device.
3. Do not locate signs in any VISION TRIANGLE, with the following exceptions:
 - a. Official traffic signs.
 - b. Signs at least 8 feet clear above the ground, and with no more than 2 supports, each a maximum of 12 inches wide.

B. Other Codes and Regulations Apply.

1. Signs must not block any accessway or window required by any building, housing, or fire code, or by other applicable codes or regulations.
2. All signs must conform to the structural design standards of any applicable building code.
3. Wiring of all electrical signs must conform to any applicable electrical code.
4. All signs must conform to traffic safety regulations, including requirements for VISION TRIANGLES.
5. For information on State of Kansas sign regulation standards, see K.S.A. 68-2231 et seq. In the Mulvane area, these regulations apply to:
 - a. Interstate Highway I-35.
 - b. Highway K-15.
 - c. State Route 81 (Broadway).
 - d. State Route 53 (119th Street, Bridge Street, 1st Street, Main Street).
 - e. State Route 55 (90th Avenue).

C. **Overhead Clearance.** All signs which project over a street or sidewalk, including but not limited to awning or canopy signs, projecting or suspended signs, pole or pylon signs, and pole banners, must provide at least 7 feet of clearance between the ground surface and the bottom edge of any sign projection.

D. **Limitations on Total Sign Message Area.**
See STREET FRONTAGE.

1. On a single zoning lot, which is not a corner or through lot, the total sign message area of all signs other than Roof Surface Signs and Billboards must not exceed the maximum sign message area per street frontage set for that zoning district.
2. **Corner and Through Lots.** On corner and through lots, each lot line that abuts a street or highway is considered a separate street frontage. (See definitions of LOT/CORNER LOT and LOT/DOUBLE FRONTAGE OR THROUGH LOT.
 - a. Each frontage is allowed the sign message area of permissible signs for a zoning lot in the applicable zoning district.
 - b. Each frontage must be treated independently, and the sign message area allowance for one frontage must not be used on the other frontage.

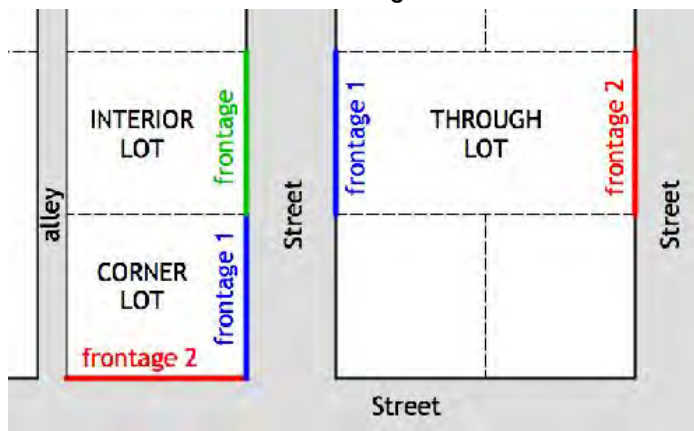


Diagram: Lot frontages

113 Requirements by Sign Type

A. **Requirements for Awning or Canopy Signs.**

1. **Maximum sign message area:** 5% of the total area of the awning or canopy, plus an additional 1% allowed for every 25 feet the sign is behind the nearest right-of-way line, up to a maximum of 10% of the total area of the awning or canopy.

B. **Requirements for Projecting or Suspended Signs.**

1. **Maximum sign face area.**
 - a. Projecting Signs: 6 square feet per face.
 - b. Suspended Signs: 10 square feet per face.
2. **Maximum Number of Signs.** One for each entrance to the building.
3. **Minimum Separation Between Signs.** 10 feet.
4. Projecting signs may project over **public right-of-way**, and suspended signs may be suspended over **public right-of-way**, provided that they meet the overhead clearance requirements of Section 7-112C of these sign regulations.

C. **Requirements for Roof Surface Signs.**

1. **Maximum sign message area.** The sign message area of a roof surface sign must be 50% or less of the gross roof surface of the roof plane on which the sign is installed.

D. **Requirements for Theatrical Marquee Signs.**

1. Theatrical marquee signs, in zones where they are permissible, may be permitted only as a conditional use approved by the Board of Zoning Appeals. (See Zoning Regulations, Section 10-108 on Conditional Uses.)
2. EMC full motion or animation may be displayed on a Theatrical Marquee Sign.

E. Requirements for Wall Signs.

1. **Maximum sign message area.** The sign message area of a wall sign must be no more than 5% of the gross wall area, plus an additional 1% allowed for every 25 feet the sign is behind the nearest right-of-way line, up to a maximum of 10% of the gross wall area.
2. **Murals.**
 - a. To be exempted from these Regulations as art rather than be regulated as a wall sign, a mural must:
 - (1) Not contain commercial speech.
 - (2) Be less than 200 square feet in area.
 - (3) Contain less than 3% text by area.
 - (4) Be located on a building in a business or industrial district.
 - c. On a lot with less than 300 feet of frontage, only one mural per zoning lot is allowed.
 - d. On a lot with 300 feet or more of frontage, a maximum of 2 murals per zoning lot are allowed.

F. Requirements for Billboards. All requirements for Billboards vary by zoning district.

G. Requirements for Monument Signs.

1. Maximum height: 15 feet.
2. The sign's supporting base must be at least half the maximum width of the sign.

H. Requirements for Pole or Pylon Signs.

1. Minimum height: More than 15 feet.

I. Requirements for Pole Banners.

1. A zoning permit is required for initial installation of the permanent pole and brackets, but the banner itself is considered a temporary message on a permanent sign, and may be changed without additional permits.
2. No more than 2 pole banners per pole are allowed.
3. Maximum total area of pole banners: 32 square feet per pole.
4. Minimum distance between poles used for pole banners: 50 feet.
5. All pole banners must comply with any:
 - a. Structural and windload requirements of the pole and brackets on which it is mounted.
 - b. Size, weight, permeability, and attachment requirements described in the original zoning permit.

J. Requirements for Projected Image Signs.

1. A zoning permit is required for initial installation of the permanent projection system, but the image itself is considered a temporary message on a permanent sign, and may be changed without additional permits.
2. The projection system for a projected image sign must:
 - a. Be located on the same zoning lot as the surface on which the image will be projected.
 - b. Not be located in the public right-of-way, or in any VISION TRIANGLE near an intersection.
 - c. Not obstruct pedestrian or handicap accessibility to buildings, emergency exits, transit stops, or parking spaces.
 - d. Not be located where its operation is liable to shine light directly into the eyes of drivers or pedestrians.
 - e. Be securely mounted, and comply with any applicable electrical, building or safety codes.

3. The projected image must:

- a. Comply with the requirements for electronic message centers described in Article 7-103B of these Zoning Regulations.
- b. Not be projected onto any residential building.
- c. Not be projected across any sidewalk or driveway.

4. Maximum sign message area. The sign message area of a projected image sign must be no more than 5% of the gross wall area, plus an additional 1% allowed for every 25 feet the sign is behind the nearest right-of-way line, up to a maximum of 10% of the gross wall area.

K. Requirements for Hand Portable Signs.

1. To be permitted, all hand portable signs — including reusable metal-frame or post & beam signs, and A-frame or T-frame sidewalk signs — must meet the following requirements:
 - a. In residential zoning districts, one hand portable sign is allowed per street frontage on each zoning lot.
 - b. In business zoning districts, hand portable signs must be spaced at least 50 feet apart.
 - c. Maximum area per sign face is 12 square feet.
 - d. Maximum width is 3 feet.
 - e. Hand portable signs may be displayed only during business hours.
2. A-frame or T-frame sidewalk signs may be placed on sidewalks in the public right-of-way, but not on bicycle paths.
 - a. When displayed, sidewalk signs must be located to maintain a minimum clear sidewalk width of 5 feet, and must not obstruct pedestrian or handicap accessibility to buildings, emergency exits, transit stops, or parking spaces.

L. Requirements for Flag Signs.

1. Two flag signs are allowed per zoning lot street frontage.
2. Maximum size per flag sign face is 35 square feet.

M. Requirements for Yard Signs.

1. A yard sign's face area must be greater than 6 square feet.
2. Number of Signs by zoning lot street frontage.
 - a. For lots with less than 100 feet of frontage:
 - (1) Maximum number of yard signs per zoning lot: 1.
 - (2) Maximum total area of yard signs per zoning lot: 32 square feet.
 - (3) Maximum height: 6 feet.
 - b. For lots with more than 100 feet and less than 500 feet of frontage:
 - (1) Maximum number of yard signs per zoning lot: 2.
 - (2) Maximum total area of yard signs per zoning lot: 64 square feet.
 - (3) Maximum height: 8 feet.
 - c. For lots with more than 500 feet of frontage, or with frontage along a limited-access highway:
 - (1) Maximum number of yard signs per zoning lot: 3.
 - (2) Maximum total area of yard signs per zoning lot: 100 square feet.
 - (3) Maximum height: 10 feet.
3. Yard signs must not be located in the public right-of-way, or in any VISION TRIANGLE near an intersection.

4. Yard signs are allowed on an individual property for a **maximum of 180 days** during any calendar year.
 - a. Exception: When located on a parcel of land that is for sale or lease, yard signs are allowed from the time the property goes on the market until **14 days after** the property is sold or leased.
 - b. Exception: When located on a parcel of land which is a construction site, yard signs are allowed from **30 days before** the date plans are submitted for a building permit until **30 days after** the date the occupancy certificate is issued.
 - c. Exception: When located on a parcel of land which has an active temporary use permit, yard signs are allowed for the duration of the temporary use.
 - (1) When the temporary use permit expires, all elements of accessory signs, including support structures, must be removed **within 3 days**.



Example:
Yard Sign
(on land for sale or lease)



Example:
Yard Sign
(on active construction site)



Example:
Yard Sign
(for temporary use)

N. Requirements for Attention Getters.

1. Balloons.
 - a. For the purposes of these Zoning Regulations, all balloons on a single zoning lot are counted as one temporary sign.
2. Pennants.
 - a. For the purposes of these Zoning Regulations, all pennants on a single zoning lot are counted as one temporary sign.
3. Searchlight Signs.
 - a. Each searchlight sign on a single zoning lot is counted as one temporary sign.
 - b. Maximum number: 4 per zoning lot.
 - c. Aggregate light intensity of all searchlights on a zoning lot must not exceed 1,600 million foot candles.
 - d. When located within 25 feet of a street right-of-way, a searchlight must project beams at an angle of at least 30 degrees above grade.
 - e. A searchlight may not project a beam at a street right-of-way or impair the vision of anyone driving a vehicle on the street or on private property.
 - f. A searchlight may not project a beam at an adjoining property.
 - g. A searchlight may not be operated between the hours of 12:00 midnight and 7:00 am.
 - h. A searchlight may not be operated on a zoning lot for more than **10 consecutive days**, and there must be **at least 2 months** between intervals of use.

O. Requirements for Banner Signs.

1. Except for banner signs used as interim signs for a business at a new location, or located on active construction sites, banner signs must meet the following requirements.
 - a. On a zoning lot, one banner sign is allowed for each 100 linear feet of street frontage.
 - b. Allowed sign message area of all banner signs is the total of 32 square feet times the number of permitted banner signs.
 - c. Any banner sign must be at least 10 feet away from any other banner sign.
 - d. When mounted on temporary posts, a banner sign must be no more than 6 feet in height.
 - e. Banner signs must be securely attached to their supporting structure, and mounted so they remain stretched taught while displayed.
 - f. Banner signs are allowed on an individual property for a **maximum of 60 days** during any calendar year.
2. **Banner signs must not be located in the public right-of-way, and must not obstruct sidewalks.**
3. **Banner Signs as Interim Signs.** For a business in a new location, or for a business where an existing sign has been accidentally destroyed, banner signs are allowed as interim signs.
 - a. The maximum total area of banner signs used as interim signs may equal the area of existing signs, or the wall sign allowance for that building or tenant space, whichever is larger.
 - b. Banner signs used as interim signs are allowed for a **maximum of 90 days** after the business buys or leases the new location, or until a permanent sign is installed, whichever is less.

4. **Banner Signs on Construction Sites.** Banner signs located on a parcel of land which is a construction site must meet the following requirements.
 - a. One banner sign is allowed per zoning lot street frontage.
 - b. Maximum size per banner sign face is 60 square feet.
 - c. Banner signs on construction sites are allowed from **30 days before** the date plans are submitted for a building permit until **30 days after** the date the occupancy certificate is issued.

P. Requirements for Blade Signs. Blade signs must comply with the following requirements:

1. One blade sign is allowed per 50 feet of street frontage, up to a maximum of 4 signs per zoning lot.
 - a. **Exception:** For a zoning lot with at least 500 feet of frontage, a maximum of 8 blade signs are allowed.
2. Maximum width: 3.5 feet wide at the widest point.
3. Maximum height from grade, including the full length of the supporting pole: 14 feet.
4. Blade signs are allowed on an individual property for a **maximum of 60 days** during any calendar year.
5. When displayed, blade signs must:
 - a. Be located at least a distance equal to the height of the sign from **RIGHTS-OF-WAY**, lot lines, and overhead utilities.
 - b. Not interfere with clear visibility at intersections.
 - c. Be securely anchored into the ground or secured in a portable base designed for the purpose.

Q. Requirements for Inflated Signs.

1. Inflated signs include balloon signs and air-activated signs.
2. Inflated signs are allowed in business or industrial districts, provided they meet the following requirements:
 - a. Only one inflated sign is permitted per zoning lot.
 - (1) Exception: A corner lot or through lot is permitted one inflated sign per street frontage.
 - b. Maximum height: 20 feet.
 - c. Inflated signs are allowed on an individual property for a **maximum of 60 days** during any calendar year.
 - d. When displayed, an inflated sign must:
 - (1) Be located at least a distance equal to the height of the sign from rights-of-way, lot lines, and overhead utilities.
 - (2) Comply with applicable building codes.
3. **Inflated signs must not be located in the public right-of-way, and must not obstruct sidewalks.**
4. **Air-activated Signs.**
 - a. An air-activated sign may be operated only during business hours.
5. **Balloon Signs.**
 - a. When displayed, a balloon sign must be securely anchored to the ground or a structure so that it cannot shift more than 3 feet horizontally under any condition.

R. Requirements for Person Signs. Person signs are allowed in business districts, provided they meet the following requirements:

1. No more than one person sign is permitted per zoning lot.
 - a. **Exception:** A corner lot or through lot is permitted one person sign per street frontage.
2. The use of lighting or amplified sound in conjunction with a people sign is prohibited.
3. The use of a mannequin to display a sign is prohibited.
4. If the person is holding a sign, the maximum size allowed for the held sign is 6 square feet.
5. Person signs are allowed on an individual property for a **maximum of 60 days** during any calendar year.
6. **Person signs must not be located in the public right-of-way, and must not obstruct sidewalks.**

S. Requirements for Window Signs.

1. The total sign message area of all window signs displayed by a single business must cover no more than 50% of the total window area of the building wall in which they are located.
 - a. **Window area** is defined as the area of glass within a window frame.

114 Sign Regulations by Zoning District

A. **AGRICULTURAL ZONE A-1:** The following regulations apply to signs in the A-1 Agricultural Transition Zoning District.

1. **Permissible Sign Types:**

- a. Permanent signs.
 - (1) Roof surface signs.
 - (2) Wall signs.
 - (3) Billboards.
 - (4) Monument signs.
 - (5) Pole or pylon signs.
- b. Short-term signs.
 - (1) Yard signs.
- c. Temporary signs.
 - (1) Balloons.
 - (2) Pennants.
 - (3) Banner signs.
 - (4) Blade signs.
 - (5) Air-activated signs.
 - (6) Balloon signs.
- d. Window signs.

2. **Maximum number of signs allowed on each zoning lot:**
- a. **Permanent Signs:** On each zoning lot, 1 permanent sign per 300 feet or portion of 300 feet of street frontage.
 - b. **Short-term and Temporary Signs:** On each zoning lot, 1 short-term and 1 temporary sign per 300 feet or portion of 300 feet of street frontage.

- 3. **Maximum total sign message areas allowed on each zoning lot:**
 - a. **Permanent Signs other than Roof Surface Signs and Billboards:** 100 square feet per sign.
 - b. **Short-term and Temporary Signs:** 32 square feet per sign.
- 4. **Maximum height permitted for pole or pylon signs:** 15 feet.
- 5. **Minimum Separation:** A sign must be separated from any residential district at least by a distance in feet equal to the surface area of the sign in square feet.

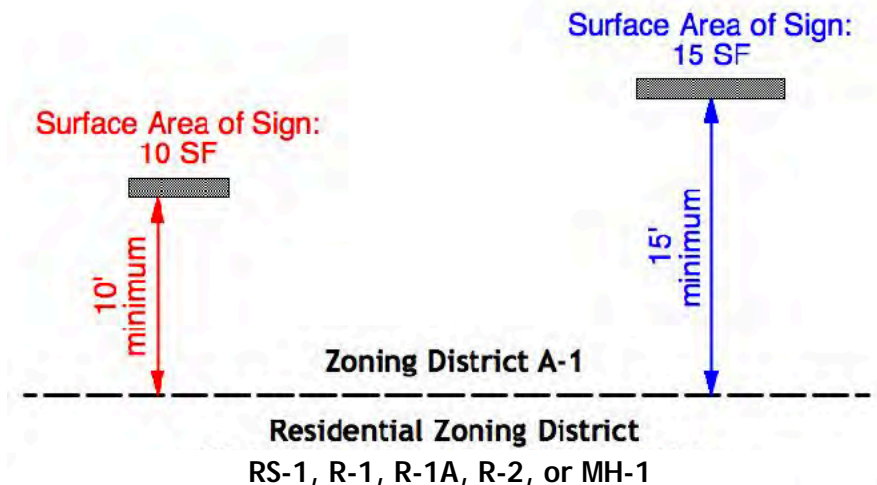


Diagram (plan view): Sign Separation Examples for Zone A-1

- 6. **Billboards in Zone A-1.**
 - a. **Maximum gross surface area:** 600 square feet per sign.
 - b. **Maximum height:** 30 feet.
 - c. **Lighting.** Internally illuminated billboards, and billboards incorporating electronic message centers are not permitted.

B. RESIDENTIAL ZONES RS-1, R-1, R-1A and R-2 and MH-2:

The following regulations apply to signs in these zoning districts:

- RS-1 Single-family Suburban Residential
- R-1 Single-family Residential
- R-1A Single-family/Zero Lot Line Residential
- R-2 Two-family Residential
- MH-2 Manufactured Home Subdivision

1. Permissible Sign Types:

- a. Permanent signs.
 - (1) Wall signs.
 - (2) Monument signs.
- b. Hand portable signs.
 - (1) Reusable signs (metal-frame or post & beam).
 - (2) Sidewalk signs (A-frame or T-frame).
- c. Short-term signs.
 - (1) Yard signs.
- d. Temporary signs.
 - (1) Banner signs.
- e. Window signs.

2. Maximum number of signs allowed on each zoning lot:

- a. Permanent Signs: On each zoning lot, 1 permanent sign per street frontage.
 - (1) Exception: For a platted subdivision, 1 monument sign is permitted per phase, or 1 per arterial or collector street entrance.
- b. Hand Portable, Short-term and Temporary Signs: On each zoning lot, 1 hand portable, 1 short-term or 1 temporary sign per street frontage.

3. Maximum total sign message areas allowed on each zoning lot:

- a. Permanent Signs for Residential Uses: 6 square feet per sign.
 - (1) Exception: For a platted subdivision, 100 square feet per sign.
- b. Permanent Signs for Non-residential Uses: 100 square feet per sign.
- c. Hand Portable, Short-term and Temporary Signs for Residential Uses: 6 square feet per sign.
- d. Hand Portable, Short-term and Temporary Signs for Non-residential Uses: 32 square feet per sign.

4. Maximum height: Signs associated with single-family dwellings must be located at a maximum height of 8 feet above the ground at the point of attachment.**5. Setbacks:**

- a. A front yard setback of 15 feet is required for all permanent signs.
 - (1) No front yard setback is required for hand portable, short-term or temporary signs.
- b. No side yard setback is required in these zones.

C. RESIDENTIAL ZONES R-3 and MH-1: The following regulations apply to signs in these zoning districts:

- R-3 Multiple-family Residential
- MH-1 Manufactured Home Park

1. Permissible Sign Types:

- a. Permanent signs.
 - (1) Awning or canopy signs.
 - (2) Projecting or suspended signs.
 - (3) Wall signs.
 - (4) Monument signs.
 - (5) Pole banners.
- b. Hand portable signs.
 - (1) Reusable signs (metal-frame or post & beam).
 - (2) Sidewalk signs (A-frame or T-frame).
- c. Short-term signs.
 - (1) Yard signs.
- d. Temporary signs.
 - (1) Banner signs.
 - (2) Blade signs.
- e. Window signs.

2. Maximum number of signs allowed on each zoning lot:

- a. Permanent Signs: On each zoning lot, 1 permanent sign per street frontage.
 - (1) Exception: For a platted subdivision, 1 monument sign is permitted per phase, or 1 per arterial or collector street entrance.
 - (2) Exception: For a townhouse, 1 monument sign is permitted per *building*.

- b. Hand Portable, Short-term and Temporary Signs: On each zoning lot, 1 hand portable, 1 short-term or 1 temporary sign per street frontage.

3. Maximum total sign message areas allowed on each zoning lot:

- a. Permanent Signs: 100 square feet per sign.
 - (1) Exception: For single-family dwellings and townhouses, 6 square feet per sign.
- b. Hand Portable, Short-term and Temporary Signs: 32 square feet per sign.
 - (1) Exception: For single-family dwellings and townhouses, 6 square feet per sign.

D. BUSINESS ZONE B-1: The following regulations apply to signs in the B-1 Office Business Zoning District:

1. Permissible Sign Types:

- a. Permanent signs.
 - (1) Awning or canopy signs.
 - (2) Projecting or suspended signs.
 - (3) Roof surface signs.
 - (4) Wall signs.
 - (5) Monument signs.
 - (6) Pole banners.
- b. Hand portable signs.
 - (1) Reusable signs (metal-frame or post & beam).
- c. Short-term signs.
 - (1) Flag signs.
 - (2) Yard signs.
- d. Temporary signs.
 - (1) Banner signs.
 - (2) Blade signs.
 - (3) Person signs.
- e. Window signs.

2. Maximum number of signs allowed on each zoning lot:

- a. Permanent Signs: On each zoning lot, 1 permanent sign per street frontage.
- b. Hand Portable, Short-term and Temporary Signs: On each zoning lot, 1 hand portable, 1 short-term or 1 temporary sign per street frontage.

3. Maximum total sign message areas allowed on each zoning lot:

- a. Permanent Signs other than Roof Surface Signs: 100 square feet per sign.
- b. Hand Portable, Short-term and Temporary Signs: 32 square feet per sign.

4. Minimum Separation: A sign must be separated from any residence at least by a setback distance in feet equal to half the surface area of the sign in square feet.

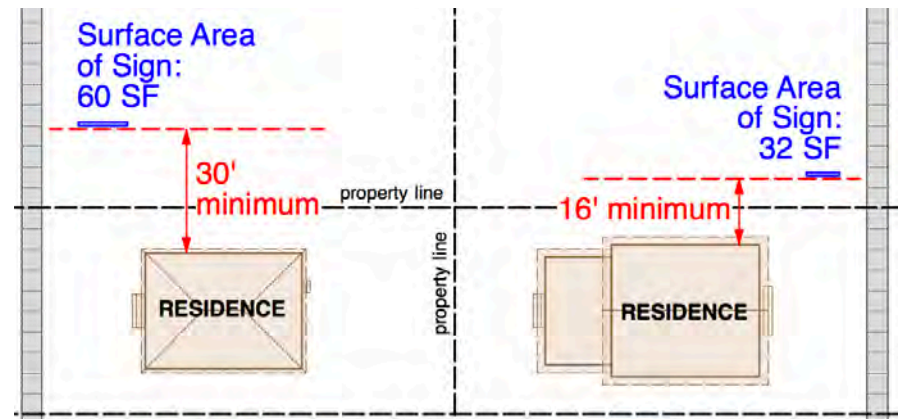


Diagram (plan view): Sign Separation Examples for Zone B-1

5. Monument Signs Required in Aesthetic Corridors. All principal business signs and entrance signs to subdivisions installed along Mulvane's aesthetic corridors must be monument signs that meet the requirements of [Section 7-106](#).

E. BUSINESS ZONE B-2: The following regulations apply to signs in the B-2 Central Business Zoning District:

1. Permissible Sign Types:

- a. Permanent signs.
 - (1) Awning or canopy signs.
 - (2) Projecting or suspended signs.
 - (3) Roof surface signs.
 - (4) Wall signs.
 - (5) Monument signs.
 - (6) Pole or pylon signs.
 - (7) Pole banners.
- b. Hand portable signs.
 - (1) Reusable signs (metal-frame or post & beam).
 - (2) Sidewalk signs (A-frame or T-frame).
- c. Short-term signs.
 - (1) Flag signs.
 - (2) Yard signs.
- d. Temporary signs.
 - (1) Banner signs.
 - (2) Blade signs.
 - (3) Person signs.
- e. Window signs.

2. Maximum number of signs allowed on each zoning lot:

- a. Permanent Signs: On each zoning lot, 1 permanent sign per street frontage.
- b. Hand Portable, Short-term and Temporary Signs: On each zoning lot, 1 hand portable, 1 short-term or 1 temporary sign per street frontage.

3. Maximum total sign message areas allowed on each zoning lot:

- a. Permanent Signs other than Roof Surface Signs: 100 square feet per sign.
- b. Hand Portable, Short-term and Temporary Signs: 32 square feet per sign.

4. Maximum height permitted for pole or pylon signs: 20 feet.

5. Minimum Separation: A sign must be separated from any residence at least by a setback distance in feet equal to half the surface area of the sign in square feet.

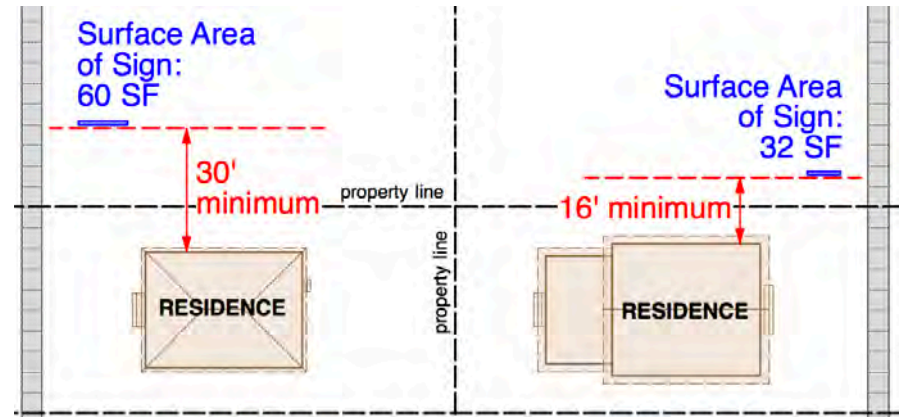


Diagram (plan view): Sign Separation Examples for Zone B-2

6. No vision triangle requirements apply in Business Zone B-2.

7. Monument Signs Required in Aesthetic Corridors. All principal business signs and entrance signs to subdivisions installed along Mulvane's aesthetic corridors must be monument signs that meet the requirements of Section 7-106.

F. BUSINESS ZONE B-3: The following regulations apply to signs in the B-3 General Business Zoning District:

1. Permissible Sign Types:

- a. Permanent signs.
 - (1) Awning or canopy signs.
 - (2) Projecting or suspended signs.
 - (3) Roof surface signs.
 - (4) Theatrical marquee signs.
 - (5) Wall signs.
 - (6) Monument signs.
 - (7) Pole or pylon signs.
 - (8) Pole banners.
 - (9) Projected image signs.
- b. Hand portable signs.
 - (1) Reusable signs (metal-frame or post & beam).
 - (2) Sidewalk signs (A-frame or T-frame).
- c. Short-term signs.
 - (1) Flag signs.
 - (2) Yard signs.
- d. Temporary Signs.
 - (1) Banner signs.
 - (2) Blade signs.
 - (3) Person signs.
- e. Window signs.

2. Maximum number of signs allowed on each zoning lot:
 - a. Permanent Signs: On each zoning lot, 1 permanent sign per 300 feet or portion of 300 feet of street frontage.
 - b. Hand Portable, Short-term and Temporary Signs: On each zoning lot, 1 hand portable, 1 short-term or 1 temporary sign per 300 feet or portion of 300 feet of street frontage.
3. Maximum total sign message areas allowed on each zoning lot:
 - a. Permanent Signs other than Roof Surface Signs: 1 square foot per linear foot of street frontage, up to a maximum of 150 square feet.
 - b. Hand Portable, Short-term and Temporary Signs: 32 square feet per sign per linear foot of street frontage.
4. Maximum height permitted for pole or pylon signs:
 - a. For a sign on a zoning lot adjacent to a highway or arterial street right-of-way and within 500 feet of a highway: 35 feet.
 - (1) Sign must be located on the zoning lot within 50 feet of the property line closest to the highway or arterial street.
 - b. For all other signs: 20 feet.

5. **Minimum Separation:** A sign must be separated from any residence at least by a setback distance in feet equal to the surface area of the sign in square feet.

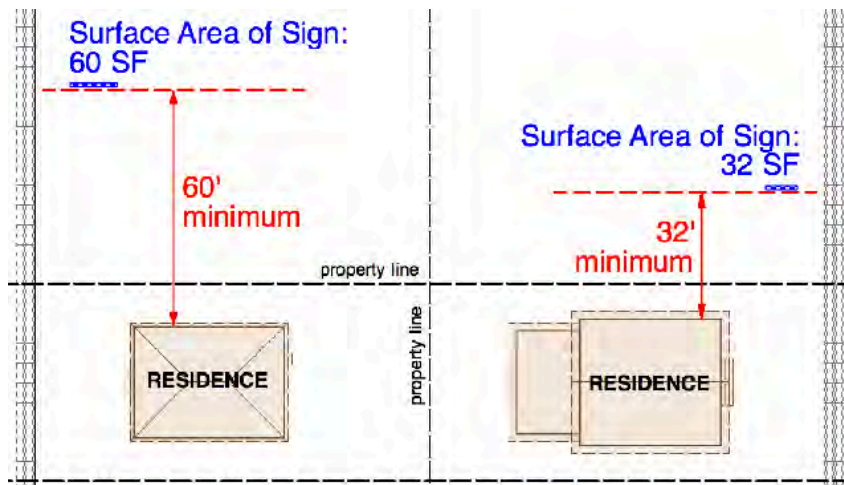


Diagram (plan view): Sign Separation Examples for Business Zone B-3

6. **Monument Signs Required in Aesthetic Corridors.** All principal business signs and entrance signs to subdivisions installed along Mulvane's aesthetic corridors must be monument signs that meet the requirements of Section 7-106.

- G. **BUSINESS ZONE B-4:** The following regulations apply to signs in the B-4 Interchange Business Zoning District.

1. **Permissible Sign Types:**

- a. Permanent signs.
 - (1) Awning or canopy signs.
 - (2) Projecting or suspended signs.
 - (3) Roof surface signs.
 - (4) Theatrical marquee signs.
 - (5) Wall signs.
 - (6) Billboards.
 - (7) Monument signs.
 - (8) Pole or pylon signs.
 - (9) Pole banners.
 - (10) Projected image signs.
- b. Short-term signs.
 - (1) Flag signs.
 - (2) Yard signs.
- c. Temporary signs.
 - (1) Searchlights.
 - (2) Banner signs.
 - (3) Blade signs.
 - (4) Air-activated signs.
 - (5) Balloon signs.
- d. Window signs.

2. Maximum number of signs allowed on each zoning lot:
 - a. Permanent Signs: On each zoning lot, 1 permanent sign per 300 feet or portion of 300 feet of street frontage.
 - b. Hand Portable, Short-term and Temporary Signs: On each zoning lot, 1 hand portable, 1 short-term or 1 temporary sign per 300 feet or portion of 300 feet of street frontage.
3. Maximum total sign message areas allowed on each zoning lot:
 - a. Permanent Signs other than Roof Surface Signs and Billboards: 1 square foot per linear foot of street frontage, up to a maximum of 150 square feet.
 - (1) Exception: Where adjacent to a highway, up to a maximum of 300 square feet.
 - b. Hand Portable, Short-term and Temporary Signs: 32 square feet per sign per linear foot of street frontage.
4. Maximum height permitted for pole or pylon signs:
 - a. For a sign on a zoning lot adjacent to a highway or arterial street right-of-way and within 500 feet of a highway: 35 feet.
 - (1) Sign must be located on the zoning lot within 50 feet of the property line closest to the highway or arterial street.
 - b. For all other signs: 20 feet.

5. Minimum Separation: A sign must be separated from any residence at least by a setback distance in feet equal to the surface area of the sign in square feet.

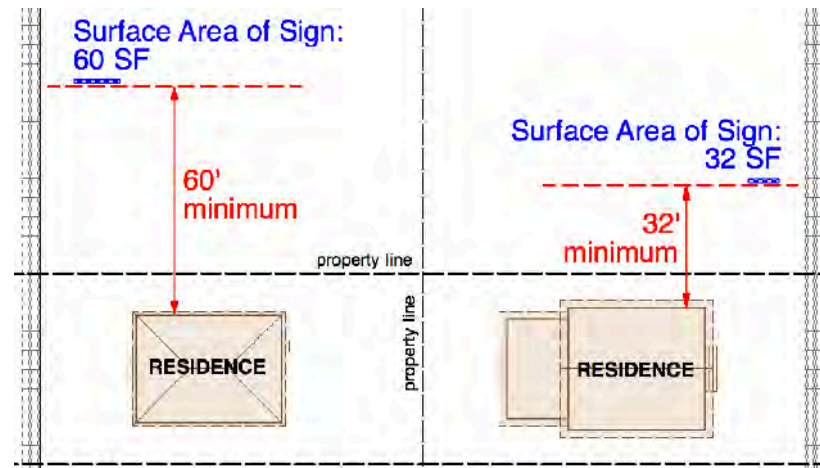


Diagram (plan view): Sign Separation Examples for Business Zone B-4

6. Billboards may be permitted in Zone B-4, but only as a conditional use approved by the Board of Zoning Appeals.
 - a. Maximum gross surface area: 1200 square feet per sign.
 - b. Maximum height: 60 feet.
 - c. Lighting. Internally illuminated billboards, and billboards incorporating electronic message centers are permitted.
7. Monument Signs Required in Aesthetic Corridors. All principal business signs and entrance signs to subdivisions installed along Mulvane's aesthetic corridors must be monument signs that meet the requirements of Section 7-106.

H. INDUSTRIAL ZONES I-1 and I-2: The following regulations apply to signs in these zoning districts:

- I-1 Light Industrial
- I-2 Heavy Industrial

1. Permissible Sign Types:

- a. Permanent signs.
 - (1) Awning or canopy signs.
 - (2) Projecting or suspended signs.
 - (3) Roof surface signs.
 - (4) Wall signs.
 - (5) Monument signs.
 - (6) Pole or pylon signs.
 - (7) Pole banners.
 - (8) Projected image signs.
- b. Hand portable signs.
 - (1) Reusable signs (metal-frame or post & beam).
 - (2) Sidewalk signs (A-frame or T-frame).
- c. Short-term signs.
 - (1) Flag signs.
 - (2) Yard signs.
- d. Temporary signs.
 - (1) Balloons.
 - (2) Pennants.
 - (3) Searchlights.
 - (4) Banner signs.
 - (5) Blade signs.
 - (6) Air-activated signs.
 - (7) Balloon signs.
- e. Window signs.

2. Maximum number of signs allowed on each zoning lot:
 - a. Permanent Signs: On each zoning lot, 1 permanent sign per 300 feet or portion of 300 feet of street frontage.
 - b. Hand Portable, Short-term and Temporary Signs: On each zoning lot, 1 hand portable, 1 short-term or 1 temporary sign per 300 feet or portion of 300 feet of street frontage.
3. Maximum total sign message areas allowed on each zoning lot:
 - a. Permanent Signs other than Roof Surface Signs: 1 square foot per linear foot of street frontage, up to a maximum of 150 square feet.
 - b. Hand Portable, Short-term and Temporary Signs: 32 square feet per sign per linear foot of street frontage.
4. Maximum height permitted for pole or pylon signs: 20 feet.
5. Minimum Separation: A sign must be separated from any residence at least by a setback distance in feet equal to the surface area of the sign in square feet.

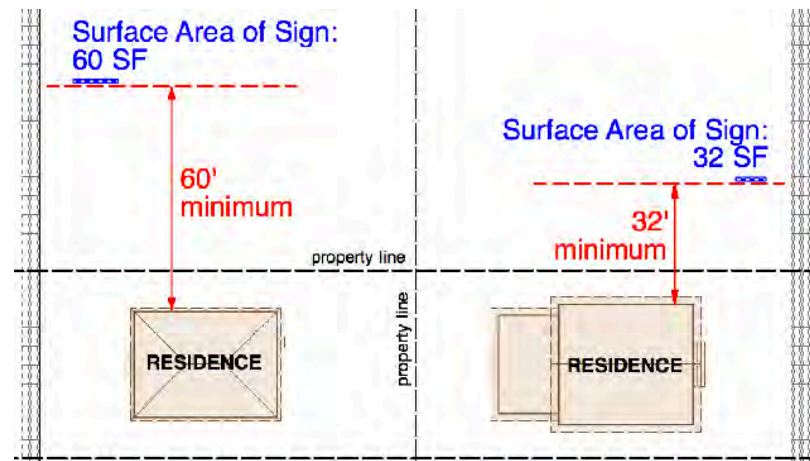


Diagram (plan view): Sign Separation Examples for Industrial Zones I-1 & I-2

115 Tables – Sign Requirements by Zoning District

A. Permissible Signs by Zoning District.

Permissible Signs – by Zoning District									
SIGN CATEGORY	SIGN TYPE	A-1	RS-1 R-1 R-1A R-2 MH-2	R-3 MH-1	B-1	B-2	B-3	B-4	I-1 I-2
P	Awning or Canopy Sign			—	—	—	—	—	—
P	Projecting or Suspended Sign			—	—	—	—	—	—
P	Roof Surface Sign	—			—	—	—	—	—
P	Theatrical Marquee Sign						—	—	
P	Wall Sign	—	—	—	—	—	—	—	—
P	Billboard	—						—	
P	Monument Sign	—	—	—	—	—	—	—	—
P	Pole or Pylon Sign	—				—	—	—	—
P	Pole Banner			—	—	—	—	—	—
P	Projected Image Sign						—	—	—
HP	Reusable Sign		—	—	—	—	—		—
HP	Sidewalk Sign		—	—	—	—	—		—
ST	Flag Sign				—	—	—	—	—
ST	Yard Sign	—	—	—	—	—	—	—	—
T	Balloons and/or Pennants	—							—
T	Searchlights							—	—
T	Banner Sign	—	—	—	—	—	—	—	—
T	Blade Sign	—		—	—	—	—	—	—
T	Air-activated Sign	—						—	—
T	Balloon Sign	—						—	—
T	Person Sign				—	—	—		
W	Window Sign	—	—	—	—	—	—	—	—

Sign Categories KEY	
P	Permanent
HP	Hand Portable
ST	Short-term
T	Temporary
W	Window

Zoning Districts KEY	
A-1	Agricultural Transition
RS-1	Single-family Suburban Residential
R-1	Single-family Residential
R-1A	Single-family/ Zero Lot Line Residential
R-2	Two-family Residential
R-3	Multiple-family Residential
MH-1	Manufactured Home Park
MH-2	Manufactured Home Subdivision
B-1	Office Business
B-2	Central Business
B-3	General Business
B-4	Interchange Business
I-1	Light Industrial
I-2	Heavy Industrial

B. Maximum Number of Signs by Zoning District.

Sign Requirements by Zoning Districts – Maximum Number of Signs –	A-1	RS-1 R-1 R-1A R-2 MH-2	R-3 MH-1	B-1	B-2	B-3	B-4	I-1 I-2
Permanent Signs								
• per street frontage		1*	1*^	1	1			
• per 300 feet or portion of 300 feet of street frontage	1					1	1	1
• per zoning lot								
Hand Portable Signs								
• per street frontage		1 or	1 or	1 or	1 or			
• per 300 feet or portion of 300 feet of street frontage						1 or	1 or	1 or
• per zoning lot								
Short-term Signs & Temporary Signs								
• per street frontage		1 or	1 or	1 or	1 or			
• per 300 feet or portion of 300 feet of street frontage	1 each					1 or	1 or	1 or
• per zoning lot								

* Exception: For a platted subdivision, 1 monument sign is permitted per phase, or 1 per arterial or collector street entrance.

^ Exception: For a townhouse, 1 monument sign is permitted per building.

NOTE: "1 or" means 1 hand portable, or 1 short-term, or 1 temporary sign.

"1 each" means 1 short-term and 1 temporary sign.

C. Maximum Sign Message Area by Zoning District.

Sign Requirements by Zoning Districts — Maximum Sign Message Area — (in square feet)	RS-1 R-1 R-1A R-2 MH-2							
	A-1	R-3 MH-1	B-1	B-2	B-3	B-4	I-1 I-2	
Permanent Signs								
• per sign	100	100**	100	100				
• per sign for residential uses		6						
• per sign for a platted subdivision or for non-residential use		100						
• per linear foot of street frontage up to maximum of (square feet)					1 (150)	1 (150^^)	1 (150)	
Hand Portable Signs								
• per sign		32**	32	32				
• per sign for residential uses		6						
• per sign for non-residential use		32						
• per sign per linear foot of street frontage					32	32	32	
Short-term Signs & Temporary Signs								
• per sign	32	32**	32	32				
• per sign for residential uses		6						
• per sign for non-residential use		32						
• per sign per linear foot of street frontage					32	32	32	

Exception: For Permanent Signs other than Roof Surface Signs.

Exception: For Permanent Signs other than Roof Surface Signs and Billboards.

** Exception: For single-family dwellings and townhouses, 6 square feet per sign.

^^ Exception: Where adjacent to a highway, up to a maximum of 300 square feet.

D. Maximum Height, Minimum Separation, & Minimum Setback of Signs by Zoning District.

Sign Requirements by Zoning Districts – Height, Separation & Setback – <i>(in feet)</i>	A-1	RS-1	R-3	B-1	B-2	B-3	B-4	I-1
		R-1 R-1A R-2 MH-2						
MAXIMUM HEIGHT								
Maximum Height for Pole or Pylon Signs								
• maximum height	15				20	20	20	20
• maximum height within 500 feet of highway						35	35	
Maximum Attachment Height								
• signs associated with single-family dwellings		8						
MINIMUM SEPARATION								
Separate from residential zoning district by a distance in feet equal to the surface area of the sign in square feet.								
Separate from residence by a distance in feet equal to HALF the surface area of the sign in square feet.								
Separate from residence by a distance in feet equal to the surface area of the sign in square feet.								
MINIMUM SETBACK								
• Front Yard Setback for Permanent Signs		15						

E. Billboards by Zoning District.

Billboards by Zoning Districts – Area, Height, & Lighting –	A-1	RS-1	R-3	B-1	B-2	B-3	B-4	I-1
		R-1 R-1A R-2 MH-2						
• maximum gross surface area <i>(in square feet)</i>	600						1200	
• maximum height <i>(in feet)</i>	30						60	
Lighting: Internally illuminated billboards and billboards incorporating electronic message centers permitted?	No						Yes	

CITY COUNCIL MEETING

October 7, 2024

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

Background:

The Mulvane Senior Center has distributed and served daily meals to both homebound and congregate seniors to ensure they receive nutritious meals and foster a sense of community. As of October 2015, Aging Projects, Inc. Meals on Wheels/Friendship Meals (“API”) began providing the Meals on Wheels program for all the Senior Centers in Sedgwick, Harvey and Butler Counties. The Facility Agreement for Mulvane Senior Center (the “Agreement”) is substantially the same as prior years with the exception of an increase from \$7.25 to \$9.25 per hour pay rate which took effect with the October 1, 2023 through September 30, 2024 Agreement.

Analysis:

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

Financial Considerations:

The hourly rate through monthly payments of this Agreement will be allocated to salaries from API to the Mulvane Senior Center for 2025. Money donated by participants consuming the Meals On Wheels/Friendship Meals are sent back to API to pay for food expenses.

Legal Considerations:

The City Attorney has reviewed the agreement.

Recommendation:

I move to approve the Agreement for Meals On Wheels and Friendship Meals for the Mulvane Senior Center between the City of Mulvane, Kansas and Aging Project Inc. for the 2025 budget year.

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

ADDRESS: 632 E. Mulvane St. (Mailing Address for City Hall 211 N. 2nd Street)

CITY: Mulvane STATE: Kansas ZIP: 67110

TELEPHONE: 777-4813 or 777-1143

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

The AGING PROJECTS, INC. (API) agrees:

1. That the Mulvane Senior Center dining room is to be used by Aging Projects Inc. Meals on Wheels/Friendship Meals (API) from 10:00 a.m. to 1:00 p.m. each Monday through Friday, October 1, 2024, through September 30, 2025. Excluded days shall October 14, 2024; November 11, 2024; November 28 and 29, 2024; December 24 and 25, 2024; January 1, 2025; January 20, 2025; February 17, 2025; April 18, 2025; May 26, 2025; June 19, 2025; July 4, 2025; and September 1, 2025. Additional closing or opening dates and/or times may be requested.
2. The Mulvane Senior Center will oversee the program and coordinate the work of the volunteers. The Mulvane Senior Center will be responsible for the operation of the site in compliance with program regulations, and under the supervision of API staff. The Mulvane Senior Center will be paid in the amount of \$9.25 per hour, 3 hours per day, on the days the program is in operation.
3. API will provide equipment and supplies necessary to deliver and serve the meals, and clean the equipment and tables used for the program before and after meals.
4. API will provide services of the Area Supervisor to supervise the Site Supervisor in the operation of the site.
5. API will pay all bills for meals, consumable supplies, staff training, and incidental expenses directly related to the meals.
6. API will send to the Dining Center all communications from the central office that are sent to other centers, and at all times give the same consideration as the other centers receive.

7. API will acknowledge the cooperation of the Mulvane Senior Center in Nutrition Program publicity whenever possible.

THE MULVANE SENIOR CENTER (the “Center”) agrees:

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

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

BOTH PARTIES agrees to:

1. This agreement will terminate upon contract expiration, termination by either party with thirty (30) days' notice, the closure of either business or facility or mutual termination by both parties effective at a date agreed upon."

Any changes to this agreement will be negotiated by the person(s) listed below or their designee. This agreement will remain in effect for the balance of the Aging Projects, Inc. Meals on Wheels/Friendship Meals contract (October 1, 2024 - September 30, 2025.) It may be renewed by mutual agreement. Changes can be made only with the approval of parties listed below.

CITY OF MULVANE, KANSAS

_____ Date: _____

Mayor

_____ Date: _____

City Clerk

Facility Agreement Mulvane Senior Center

AGING PROJECTS, INC.

_____ Date: _____

Charles Johnston
Executive Director

_____ Date: _____

Dan Hartman
President of Board of Directors

CITY COUNCIL MEETING
October 7, 2024

TO: Mayor and City Council
FROM: Bond Counsel (Triplett Woolf & Garretson LLC)
SUBJECT: Resolution authorizing issuance of notes/approval
AGENDA: Action

Background:

At its meetings on December 4, 2023 and June 27, 2024, the City Council approved Resolutions determining the advisability of, and Ordinances authorizing the construction of, the Harvest Point Water Improvements Phase 1, Harvest Point Sewer Improvements Phase 1, Harvest Point Street Improvements Phase 1, Harvest Point Storm Sewer Improvements Phase 1, and Harvest Point Mass Grading & Detention Pond Improvements Phase 1 to serve Harvest Point, an addition to the City of Mulvane (collectively, the “Harvest Point Improvements”).

At its meeting on May 20, 2024, the City Council approved a Resolution determining the advisability of, and an Ordinance authorizing the construction of, the Emerald Valley Second Water Line Improvements, Emerald Valley Second Water Transmission Line Improvements, Emerald Valley Second Sewer Improvements, Emerald Valley Second Street Improvements, Emerald Valley Second Storm Sewer Improvements, and Emerald Valley Second Mass Grading & Pond Improvements to serve the Emerald Valley Estates (collectively, the “Emerald Valley Second Improvements”).

At its meeting on September 4, 2024, the City Council authorized the City’s Municipal Advisor to accept bids for temporary notes to finance the Harvest Point Improvements and the Emerald Valley Second Improvements (collectively, the “Improvements”). Triplett Woolf Garretson, LLC has prepared the Resolution authorizing the issuance of the Series A, 2024 Notes to temporarily finance the Improvements. The City Attorney and City’s Municipal Advisor will be present at the meeting to answer any questions.

Financial Considerations:

The Notes provide the funds to temporarily finance the costs of the Improvements.

Legal Considerations:

Bond Counsel has prepared the necessary Resolution authorizing and setting all the terms of the Notes for consideration at the meeting.

Recommendation:

Staff recommends the City Council adopt the Resolution authorizing the Notes as prepared by Bond Counsel.

Action/Sample Motion:

I move we adopt Resolution No. 2024-___, establishing the terms and provisions governing the City’s General Obligation Temporary Notes, Series A, 2024.

RESOLUTION NO. 2024-__

OF

THE

CITY OF MULVANE, KANSAS

OCTOBER 7, 2024

RESOLUTION NO. 2024-__

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION TEMPORARY NOTES OF THE CITY OF MULVANE, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$5,045,000, AS HERETOFORE AUTHORIZED BY ORDINANCE NOS. 1573, 1581 AND 1582 OF THE CITY, IN ORDER TO PROVIDE FUNDS FOR THE TEMPORARY FINANCING OF THE COSTS OF CONSTRUCTION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY AUTHORIZED BY SAID ORDINANCE; AND PROVIDING THE TERMS, DETAILS, FORM AND CONDITIONS OF SAID GENERAL OBLIGATION TEMPORARY NOTES.

WHEREAS, the City of Mulvane, Kansas (the “City”) has, by Resolution No. 2023-5 adopted December 4, 2023 and published in the official city newspaper as required by law, on December 14, 2023, as amended by Resolution No. 2024-3 adopted May 20, 2024 and published in the official city newspaper as required by law, on May 30, 2024 (collectively, the “Harvest Point Authorizing Resolution”), found and determined it to be advisable and has authorized the making of the Harvest Point Water Improvements Phase 1, Harvest Point Sewer Improvements Phase 1, Harvest Point Street Improvements Phase 1, Harvest Point Storm Sewer Improvements Phase 1, and Harvest Point Mass Grading & Detention Pond Improvements Phase 1 (hereinafter described), as provided by K.S.A. 12-6a01 *et seq.*, as amended and supplemented, at the total estimated cost as indicated below, which costs, when finally determined shall be levied and assessed against the respective properties benefiting from Harvest Point Water Improvements Phase 1, Harvest Point Sewer Improvements Phase 1, Harvest Point Street Improvements Phase 1, Harvest Point Storm Sewer Improvements Phase 1, and Harvest Point Mass Grading & Detention Pond Improvements Phase 1, as follows:

Harvest Point Water Improvements Phase 1 determined advisable and authorized by the Harvest Point Authorizing Resolution (the “Harvest Point Water Improvements Phase 1”), at a total estimated cost of \$379,300.00 (said cost to be increased at the rate of 1% per month from and after the date of the Harvest Point Authorizing Resolution);

Harvest Point Sewer Improvements Phase 1 determined advisable and authorized by the Harvest Point Authorizing Resolution (the “Harvest Point Sewer Improvements Phase 1”), at a total estimated cost of \$692,400.00 (said cost to be increased at the rate of 1% per month from and after the date of the Harvest Point Authorizing Resolution);

Harvest Point Street Improvements Phase 1 determined advisable and authorized by the Harvest Point Authorizing Resolution (the “Harvest Point Street Improvements Phase 1”), at a total estimated cost of \$727,150.00 (said cost to be increased at the rate of 1% per month from and after the date of the Harvest Point Authorizing Resolution);

Harvest Point Storm Sewer Improvements Phase 1 determined advisable and authorized by the Harvest Point Authorizing Resolution (the “Harvest Point Storm Sewer Improvements Phase 1”), at a total estimated cost of \$287,350.00 (said cost to be increased at the rate of 1% per month from and after the date of the Harvest Point Authorizing Resolution);

Harvest Point Mass Grading & Detention Pond Improvements Phase 1 determined advisable and authorized by the Harvest Point Authorizing Resolution (the “Harvest Point Mass Grading & Detention Pond Improvements Phase 1”), at a total estimated cost of \$898,500.00 (said cost to be increased at the rate of 1% per month from and after the date of the Harvest Point Authorizing Resolution);

WHEREAS, the City has by Resolution No. 2024-4 adopted June 17, 2024 and published in the official city newspaper as required by law, on June 27, 2024 (the “Emerald Valley Authorizing Resolution”), found and determined it to be advisable and has authorized the making of the Emerald Valley Second Water Line Improvements, Emerald Valley Second Water Transmission Line Improvements, Emerald Valley Second Sewer Improvements, Emerald Valley Second Street Improvements, Emerald Valley Second Storm Sewer Improvements, and Emerald Valley Second Mass Grading & Pond Improvements (hereinafter described), as provided by K.S.A. 12-6a01 *et seq.*, as amended and supplemented, at the total estimated cost as indicated below, which costs, when finally determined shall be levied and assessed against the respective properties benefiting from Emerald Valley Second Water Line Improvements, Emerald Valley Second Water Transmission Line Improvements, Emerald Valley Second Sewer Improvements, Emerald Valley Second Street Improvements, Emerald Valley Second Storm Sewer Improvements, and Emerald Valley Second Mass Grading & Pond Improvements, as follows:

Emerald Valley Second Water Line Improvements determined advisable and authorized by the Emerald Valley Authorizing Resolution (the “Emerald Valley Second Water Line Improvements”), at a total estimated cost of \$405,313 (said cost to be increased at the rate of 1% per month from and after the date of the Emerald Valley Authorizing Resolution);

Emerald Valley Second Water Transmission Line Improvements determined advisable and authorized by the Emerald Valley Authorizing Resolution (the “Emerald Valley Second Water Transmission Line Improvements”), at a total estimated cost of \$126,165 (said cost to be increased at the rate of 1% per month from and after the date of the Emerald Valley Authorizing Resolution);

Emerald Valley Second Sewer Improvements determined advisable and authorized by the Emerald Valley Authorizing Resolution (the “Emerald Valley Second Sewer Improvements”), at a total estimated cost of \$453,976 (said cost to be increased at the rate of 1% per month from and after the date of the Emerald Valley Authorizing Resolution);

Emerald Valley Second Street Improvements determined advisable and authorized by the Emerald Valley Authorizing Resolution (the “Emerald Valley Second Street Improvements”), at a total estimated cost of \$461,190 (said cost to be increased at the rate of 1% per month from and after the date of the Emerald Valley Authorizing Resolution);

Emerald Valley Second Storm Sewer Improvements determined advisable and authorized by the Emerald Valley Authorizing Resolution (the “Emerald Valley Second Storm Sewer Improvements”), at a total estimated cost of \$236,637 (said cost to be increased at the rate of 1% per month from and after the date of the Emerald Valley Authorizing Resolution);

Emerald Valley Second Mass Grading & Pond Improvements determined advisable and authorized by the Emerald Valley Authorizing Resolution (the “Emerald Valley Second Mass Grading & Pond Improvements”), at a total estimated cost of \$378,047 (said cost to be increased at the rate of 1% per month from and after the date of the Emerald Valley Authorizing Resolution);

WHEREAS, the governing body adopted Ordinance No. 1573 on December 4, 2023 and published on December 14, 2023 in the official City newspaper as required by law (as amended by Ordinance No. 1581 adopted on May 20, 2024 and published on May 30, 2024) and Ordinance No. 1582 adopted on June 17, 2024 and published on June 27, 2024 in the official city newspaper as required by law (collectively, the “Ordinances”), and thereby (i) authorized the construction of the Harvest Point Water Improvements Phase 1, Harvest Point Sewer Improvements Phase 1, Harvest Point Street Improvements Phase 1, Harvest Point Storm Sewer Improvements Phase 1, Harvest Point Mass Grading & Detention Pond Improvements Phase 1, Emerald Valley Second Water Line Improvements, Emerald Valley Second Water Transmission Line Improvements, Emerald Valley Second Sewer Improvements, Emerald Valley Second Street Improvements, Emerald Valley Second Storm Sewer Improvements, and Emerald Valley Second Mass Grading & Pond Improvements (collectively the “Project”), (ii) authorized the payment of the final costs of the Project (to the extent not otherwise paid in cash from special assessments to be subsequently levied on property benefiting therefrom) by issuance of general obligation bonds of the City, and (iii) authorized the issuance from time to time as required for the orderly construction of the Project of temporary notes for the purpose of providing temporary financing for the costs and expenses thereof during the construction period, by a duly adopted resolution or resolution which sets forth the details of said temporary notes; and

WHEREAS, pursuant to K.S.A. 10-123, the governing body of the City is authorized to issue temporary notes in anticipation of the issuance of general obligation bonds from time to time as funds are needed for orderly construction thereof; and

WHEREAS, the governing body of the City hereby finds and determines it necessary to provide for the issuance of temporary notes of the City pursuant to the authority of the Ordinances in the amount of \$5,045,000, which amount does not exceed the total estimated cost of the Project, for the purpose of financing the costs of the Project during the construction thereof, and further to specify the terms, details, form and conditions of the temporary notes.

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

SECTION 1. Authority for the Notes; Security. It is hereby authorized, ordered and directed that in order to temporarily finance the costs of constructing the Project (as defined above), there shall be issued General Obligation Temporary Notes (the “Notes”) of the City. In all matters relating to the issuance, registration and delivery of the Notes, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented, including specifically K.S.A. 10-123, as amended.

The full faith, credit and resources of the City are hereby pledged to secure the payment of the principal of and interest on the Notes as and when the same become due and payable in accordance with the terms thereof. The governing body hereby covenants to make provision for the payment of the principal of and the interest on the Notes by levying and collecting special assessment taxes on the properties benefiting from the Project, and by issuing general obligation bonds for any portions of the special assessments not paid in cash within the time provided by law and for the portion of costs of the Project attributable to the City-at-large, if any, and applying the proceeds therefrom, together with any current revenues of the City available for such purpose.

SECTION 2. Details of the Notes; Payment of Principal and Interest. It is hereby authorized, ordered and directed that the Notes shall be issued in the total principal amount of Five Million Forty-Five Thousand Dollars (\$5,045,000). The Notes shall be designated “City of Mulvane, Kansas, General Obligation Temporary Notes, Series A, 2024”, shall be dated October 30, 2024, and shall mature September 1, 2026, unless prepaid on such earlier date as the City may elect to prepay the Notes, as hereinafter provided.

Subject to the Book-Entry Provisions of Section 6 of this Resolution, the Notes shall be issued as fully registered certificated securities and shall be numbered R-1 upwards and shall be issued in the denomination of \$5,000.00 or integral multiples thereof (the “Authorized Denomination”). The Notes shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) at the rate of .____% per annum, said interest to be payable semi-annually on March 1 and September 1, commencing March 1, 2025 (the “Interest Payment Dates”), or otherwise payable upon the prepayment date of the Notes, as the case may be.

Interest shall be paid to the Owners (hereinafter defined) of the Notes as shown on the Registration Books (as hereinafter defined) as of the fifteenth (15th) day of the month prior to the Interest Payment Date (the “Record Date”). The Notes shall bear interest from the Interest Payment Date immediately preceding their effective authentication date, unless such effective authentication date shall be an Interest Payment Date in which case the Notes shall bear interest from such Interest Payment Date, or unless the effective authentication date shall be prior to the first Interest Payment Date, in which case the Notes shall bear interest from their dated date. The effective date of authentication shall be set forth on each Note, such date to be the date of authentication by the Note Registrar.

The principal amount of the Notes shall be payable to the registered owner in lawful money of the United States of America by check or draft of the Paying Agent upon the presentation of the Notes for payment and cancellation at the Paying Agent's principal office in the City of Topeka, Kansas.

In any case where an Interest Payment Date occurs on a date which is a Saturday, Sunday, or any day designated as a holiday by the Congress of the United States or by the Legislature of the State of Kansas and on which the Paying Agent is scheduled in the normal course of its operations to not be open to the public for conduct of its operations, then the payment of such principal, premium or interest need not be made on such Interest Payment Date, but may be made on the next succeeding business day with the same force and effect as if made on the applicable Interest Payment Date, and no interest shall accrue for the period after such scheduled Interest Payment Date.

SECTION 3. Prepayment of Notes. The Notes may be redeemed and prepaid by the City, in whole or in part, on any date occurring on or after September 1, 2025, by the payment of the principal amount thereof plus the accrued and unpaid interest thereon, to the date of such redemption.

The Notes may be redeemed in any Authorized Denomination and if the City elects to call for redemption less than all of the Notes which are at the time outstanding, the Notes shall be redeemed in such equitable manner as the City shall determine. In the case of a partial redemption of the Notes, then for all the purposes in connection with such redemption, each Authorized Denomination of face value of a Note shall be treated as though it was a separate Note of the minimum Authorized Denomination. If it is determined that one or more, but not all, of the Authorized Denominations of face value represented by any Note has been selected for prepayment, then upon receipt of notice of such prepayment, the Owner shall forthwith present and surrender such Note to the Paying Agent (i) for payment of the principal amount thereof and accrued interest to the date of such redemption of the Authorized Denominations of face value of the Note called for redemption, and (ii) for exchange, without charge to the Owner, for a new Note or Notes of the aggregate principal amount of the unpaid portion of the principal amount of such Note. If the Owner of any Note of which one or more, but not all, of the Authorized Denominations of face value thereof has been selected for redemption shall fail to present such Note for payment for any reason, the Authorized Denominations prepaid shall, nevertheless, become due and payable on the date of the redemption, and no further interest shall accrue on such paid but unrepresented Authorized Denominations of face value from and after the date of such redemption.

The City shall give notice of any call for redemption and payment in writing to the Paying Agent not less than forty-five (45) days prior to the redemption date; and the Paying Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Notes so called not less than thirty (30) days prior to the redemption date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State of Kansas which are in effect as of the date of giving any such notice. All notices of redemption given under the provisions of this Section shall state (i) the redemption date, (ii) the redemption price, (iii) if less than all Outstanding Notes are to be redeemed, the

identification (and in the case of partial redemption, the respective principal amounts) of the Notes to be redeemed, (iv) that on the redemption date the principal amount, and premium, if any, will become due and payable upon each such Note or portion thereof which has been selected for redemption, and that the interest thereon shall cease to accrue from and after the redemption date, (v) any conditions required prior to redemption and payment, and (vi) that the Notes so selected for redemption are to be surrendered to or at the principal office of the Paying Agent for payment. The failure of any Owner of the Notes to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

With respect to optional redemptions, at the option of the City, such notice may be conditional upon moneys being on deposit with the Paying Agent on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and moneys are not received, such notice shall be of no force and effect, the Paying Agent shall not redeem such Notes and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Notes will not be redeemed.

On or prior to the redemption date, the City shall deposit with the Paying Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the redemption date, of all Notes or portions thereof selected for redemption on the redemption date. Upon the surrender by the Owners of Notes selected for redemption, the Paying Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the Authorized Denominations of face value represented by any Note is selected for redemption and surrendered and paid, then the Paying Agent shall prepare and furnish to the Owner thereof a new Note or Notes of the same maturity and in the amount of the unredeemed portion of such Note as provided above. All Notes selected, called and surrendered for redemption shall be canceled by the Paying Agent and shall not be reissued.

Whenever any Note, or one or more of the Authorized Denominations of face value represented by any Note, has been selected for redemption and payment as provided in this Section, all interest on such Note, or such one or more of the Authorized Denominations of face value represented by any such Note, shall cease from and after the redemption date, provided funds are then available for its payment at the price hereinbefore specified.

SECTION 4. Designation of Paying Agent and Note Registrar; Agreement. Pursuant to K.S.A. 10-620 *et seq.*, the governing body hereby elects to have the provisions of the Kansas Bond Registration Law apply to the Notes and pursuant thereto, does hereby designate and appoint the Treasurer of the State of Kansas, Topeka, Kansas, as the Note Registrar and Paying Agent for the Notes (the “Paying Agent” or “Note Registrar”). The terms, conditions and provisions under which the State Treasurer will perform his duties as Note Registrar and Paying Agent for the Notes are set forth in an “Agreement between Issuer and Agent”, dated as of October 30, 2024 (the “Agreement”). The form and text of the Agreement is hereby approved and accepted by the governing body, and all of the covenants, duties and responsibilities therein contained which are to be performed by and on behalf of the City are hereby declared to be the covenants, duties and responsibilities of the City as though fully set forth at this place. The Mayor and City Clerk are hereby authorized to execute and deliver the Agreement for and on behalf of the City. The entire

text of the Agreement is by reference hereby incorporated in and made a part of this Resolution as though fully set forth at this place.

Pursuant to Section 6 of this Resolution, the Paying Agent shall make payment directly to DTC, as the registered owner, for the principal of and the interest on the Notes; and DTC will remit such principal and interest to its Direct Participants for distribution to the Beneficial Owners in the manner set forth in the following Section 6 and as governed by the terms of the Letter of Representations hereafter described.

In the event that the Notes should be issued and delivered in certificated form at any time after the initial delivery of the Notes, the Paying Agent shall maintain Registration Books for the ownership of the Notes on behalf of the City; and the Paying Agent will make payment for the Notes directly to the registered owners of the Notes as shown by said Registration Books in the manner set forth in Section 2 hereof.

SECTION 5. Form of Notes. The Notes shall be in the usual and customary form and shall contain recitals as required by law, including a recital that they are issued under the authority of K.S.A. 10-123. The Notes shall further contain a recital that they are issued for the purpose of temporarily financing the costs of constructing the Project pursuant to the provisions of K.S.A. 12-6a01 *et seq.*, as amended and supplemented, and shall also contain a recital that they are subject to prepayment prior to maturity at the City's election in accordance with Section 3 hereof. The City's Bond Counsel, Triplett Woolf Garretson, LLC, is hereby authorized, ordered and directed to prepare the form and text of the certificates for the Notes, and to cause the same to be printed as the definitive certificates for the Notes.

SECTION 6. Book-Entry-Only Notes. The Notes shall be initially distributed in book-entry-only form through The Depository Trust Company, New York, New York ("DTC"), by depositing with DTC one certificate in fully registered form, registered in the name of DTC's nominee, Cede & Co., in an amount equal to the total principal amount of the Notes as authorized herein. Notwithstanding anything in this Resolution to the contrary, so long as the Notes remain in book-entry-only form the manner of payment of the principal of and the interest on the Notes to DTC, and other matters relating to the distribution of the Notes in book-entry-only form through DTC, shall be governed by the provisions of this Section 6 and a Letter of Representations (the "Letter of Representations") from the City to DTC, which the Mayor is hereby authorized to execute and deliver on behalf of the City.

One certificate registered in the name of DTC's nominee, Cede & Co., for the total principal amount of the Notes will be issued to DTC in New York, New York; and such certificate will be immobilized in its custody. Purchases of the Notes in denominations permitted by Section 2 hereof must be made by or through Direct Participants of DTC (as defined in the Letter of Representations), which will receive a credit for the Notes on DTC's records. The ownership interest of each actual purchaser of each Note (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Notes will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the

responsibility of DTC; the transfer of principal and interest to Beneficial Owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Note Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

In the event (a) the City determines (i) that DTC is unable to properly discharge its responsibilities, or (ii) that DTC is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (iii) that the continuation of a book-entry system to the exclusion of any Notes being issued to any owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or (b) the Note Registrar receives written notice from Participants having interest in not less than 50% of the Notes outstanding, as shown on the records of DTC (and certified to such effect by DTC), that the continuation of a book-entry only system to the exclusion of any Notes being issued to any Registered Owner other than Cede & Co., is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the registered owners of such determination or such notice, and the Note Registrar shall register in the name of and authenticate and deliver replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption (“Replacement Notes”); provided, that in the case of a determination under (a)(i) or (a)(ii) of this paragraph, the City, with the consent of the Note Registrar, may select a successor securities depository in accordance with the provisions hereof to effect book-entry transfers. If issued in certificated form, the certificates representing the Notes shall be numbered in such manner as the Note Registrar shall determine.

All references to DTC herein shall relate to the period of time when DTC has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by DTC shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If DTC resigns and the City, the Note Registrar or the Owners are unable to locate a qualified successor of the securities depository, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from DTC and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the City.

In the event DTC resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor securities depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor securities depository to discharge its responsibilities. Any such successor securities depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of the Notes to the successor securities depository in appropriate denominations and form as provided in this Resolution.

SECTION 7. Registration of Ownership, Transfer and Exchange of Certificated Notes. Pursuant to the Agreement, subject to the requirements of Section 6 hereof, the Note Registrar shall maintain books for the recording of the initial registration and any subsequent transfers of the ownership of the Notes (the “Registration Books”) and the person(s) in whose name any Notes are registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes (the “Owner”). Payment of, or on account of the principal of and the interest on any Notes shall be made only to or upon the order of the Owner or his duly authorized agent. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Notes, including the interest thereon, to the extent of the sum or sums so paid.

The provisions, terms and conditions and requirements for the transfer and exchange of the Notes and for the replacement of a mutilated, lost, stolen or destroyed Note are fully set forth in the Agreement. Replacement certificates delivered upon any transfer or exchange made in compliance with the provisions, terms, conditions, and requirements set forth in the Agreement shall be valid obligations of the City, evidencing the same debt as the certificated Note surrendered, shall be secured by the pledges made in this Resolution and shall be entitled to all of the security and benefits hereof to the same extent as the certificated Note surrendered.

SECTION 8. Execution of the Notes. The Notes shall be executed by the manual signature of the Mayor, shall have the City’s official seal impressed thereon, and shall be attested by the manual signature of the City Clerk; and when so executed, the Notes shall be registered in the office of the City Clerk and in the Office of the Treasurer of the State of Kansas as required by law. After registration in the Office of the Treasurer of the State of Kansas, the Notes shall be countersigned by the manual signature of the City Clerk, attested by the City’s official seal. In case any officer of the City or of the State whose signature shall appear on the Notes shall cease to be such officer before the actual delivery of the Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No Notes shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Note Registrar, and such duly executed Certificate of Authentication on any Note shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication on any Note shall be deemed to have been duly executed by the Note Registrar when manually signed by an authorized officer or signatory thereof, and it shall not be necessary that the same officer or signatory of the Note Registrar manually sign the Certificate of Authentication on all of the Notes issued under this Resolution.

SECTION 9. Payment of Costs. The City shall pay out of the proceeds of the Notes all costs incurred in connection with the issuance, transfer, exchange, registration, redemption and payment of the Notes except (a) the reasonable fees and expenses of replacing a Note or Notes which have been mutilated, stolen, lost or destroyed, or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Notes.

SECTION 10. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the City the following funds and accounts:

(A) Project Fund (the “Project Fund”); and

(B) Principal and Interest Account for the “City of Mulvane, Kansas General Obligation Temporary Notes, Series A, 2024 (the “Series A, 2024 Notes Principal and Interest Account”)

The Project Fund and Series A, 2024 Notes Principal and Interest Account shall be administered and maintained for the purpose of depositing moneys received in connection with the issuance, sale and delivery of the Notes. Moneys in the Project Fund shall be used to pay the costs associated with constructing the Project, as well as any applicable costs of issuance associated with (i) the issuance of the Notes or (ii) any general obligation bonds ultimately issued to retire such Notes, and can be used, together with the Series A, 2024 Notes Principal and Interest Account, for the payment of principal of, or interest on the Notes, or the general obligation bonds hereafter issued, as the same may become due. The Series A, 2024 Notes Principal and Interest Account may be created as a subaccount of the City’s Bond and Interest Fund.

SECTION 11. Delivery of Notes; Disposition of Proceeds. The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute the Note in the form and manner hereinbefore specified, including a reasonable inventory quantity of Note certificates for transfer, exchange and replacement in accordance with the provisions hereof, and to cause the registration and countersignature thereof also as hereinbefore specified, all without unnecessary delay. The Notes have been sold to [ORIGINAL PURCHASER], [ORIGINAL PURCHASER CITY AND STATE], (the “Original Purchaser”), and shall be delivered to the Original Purchaser upon receipt by the City of the full purchase price therefor.

The proceeds from the sale of the Notes shall be deposited into the Treasury of the City for the credit of the funds and accounts created by Section 10 hereof, and shall be applied as follows:

(A) The amount of the proceeds representing accrued interest on the Notes, if any, shall be credited to the Series A, 2024 Notes Principal and Interest Account and shall be set aside to be used toward payment of the interest on the Notes; and

(B) \$5,045,000 of the proceeds of the Notes shall be credited to the Project Fund.

SECTION 12. Sale of the Notes; Authority to Enter into Purchase Agreement. The Notes shall be sold to the Original Purchaser hereinbefore named, at a price equal to the principal amount of the Notes, plus accrued interest from their dated date to the date of delivery of the Notes, if any. If requested by the Original Purchaser, the Mayor and City Clerk are hereby authorized, empowered, ordered and directed to execute a Purchase Agreement on behalf of the City with the Original Purchaser, such Purchase Agreement to be in such final form as may be agreed upon by the governing body and the Original Purchaser.

SECTION 13. Resolution Constitutes Contract, Remedies of Owner. The provisions of this Resolution, and all of the covenants and agreements herein contained, shall constitute a contract between the City and the Owners, and the Owners shall have the right:

(A) By mandamus or other suit, action or proceeding at law or in equity to enforce its rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State of Kansas,

(B) By suit, action or other proceeding in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust, and

(C) By suit, action or other proceeding in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners.

SECTION 14. Limitation on Actions by Owner; Remedies Cumulative; Delay or Omission Not Waiver. An Owner secured hereby shall have no right in any manner whatsoever by its action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the benefit of the Owner of the Notes. Nothing in this Resolution or in the Notes shall affect or impair the obligations of the City to pay at the date of maturity thereof or on any prepayment date established therefor, the principal of and the interest on the Notes to the Owner thereof or affect or impair the right of action of the Owner to enforce payment of the Notes held by it, or to reduce to judgment its claim against the City for payment of the principal and interest on the Notes. No remedy herein conferred upon the Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute and may be exercised without exhausting and without regard to any other remedy however given. No delay or omission of the Owner to exercise any right or power accruing as an acquiescence therein, and every right, power and remedy given by this Resolution to the Owner, may be exercised from time to time and as often as may be deemed expedient. In case any proceeding taken by the Owner on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owner shall be restored to its former position and right hereunder, and all rights remedies, powers and duties of the Owner shall continue as though no such proceedings had been taken.

SECTION 15. Amendments. The City may, without the consent of the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owner, or (ii) to grant or confer upon the Owner any additional rights, remedies, powers or security, or (iii) to more precisely identify the Project or (iv) to conform this Resolution to the Code (as defined in Section 16 hereof) or future applicable Federal laws concerning tax-exempt obligations. The

rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City with the consent of 100% of the Owners, such consent to be evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, no such modification or alteration shall, except with the written consent of the Owner:

(A) Extend the maturity of any payment of principal or interest due upon the Notes, or

(B) Effect a reduction in the amount which the City is required to pay by way of principal of or interest on the Notes.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the resolution of the City authorizing said modifications, as hereinabove provided for, duly certified, as well as proof of consent to such modification by the Owner as hereinabove required therefor. It shall not be necessary to note on the outstanding Notes any reference to such amendment or modification.

SECTION 16. Tax Covenants. The governing body of the City hereby covenants that so long as the Notes remain outstanding and unpaid, there will be no use made of the proceeds thereof which, if such use had been reasonably expected on the date of issuance and delivery, would have caused the Notes to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”); and that it will comply with all applicable requirements of Section 148 of the Code and Rules and Regulations of the United States Treasury Department thereunder for so long as the Notes remain outstanding and unpaid. The governing body hereby further covenants to take all such action in its power as may be required from time to time in order to assure the exclusion from gross income for purposes of Federal income taxation of the interest on the Notes, and to comply with all provisions of the Code, as the same be amended, and any applicable Rules and Regulations of the United States Treasury Department thereunder.

SECTION 17. Qualified Tax-Exempt Obligations. The governing body of the City hereby designates the Notes as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code.

SECTION 18. Severability. If any provision of the Resolution shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

SECTION 19. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

PASSED, ADOPTED AND APPROVED by the governing body of the City of Mulvane, Kansas on the 7th day of October, 2024.

CITY OF MULVANE, KANSAS

[seal]

By _____
Brent Allen, Mayor

ATTEST:

By _____
Debra M. Parker, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Mulvane, Kansas met in regular session, at the usual meeting place in the City on October 7, 2024, at 6:00 p.m., with Mayor Brent Allen presiding, and the following members of the governing body present:

and the following members absent:

Among other business, there came on for consideration and discussion the following:

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION TEMPORARY NOTES OF THE CITY OF MULVANE, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$5,045,000, AS HERETOFORE AUTHORIZED BY ORDINANCE NOS. 1573, 1581 AND 1582 OF THE CITY, IN ORDER TO PROVIDE FUNDS FOR THE TEMPORARY FINANCING OF THE COSTS OF CONSTRUCTION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY AUTHORIZED BY SAID ORDINANCE; AND PROVIDING THE TERMS, DETAILS, FORM AND CONDITIONS OF SAID GENERAL OBLIGATION TEMPORARY NOTES.

Thereupon, the Resolution was considered and discussed, and on motion of _____, seconded by _____, the Resolution was adopted by vote of the majority of all members present.

Thereupon, the Resolution, having been adopted by a majority vote of the members of the governing body, it was given No. _____, and was directed to be signed by the Mayor and attested by the City Clerk.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of Minutes of the October 7, 2024 meeting of the governing body of the City of Mulvane, Kansas.

[seal]

Debra M. Parker, City Clerk

CITY COUNCIL MEETING
October 7, 2024

TO: Mayor and City Council
FROM: Bond Counsel (Triplett Woolf Garretson, LLC)
SUBJECT: Bond Ordinance and Bond Resolution authorizing General Obligation Bonds Series 2024-A in the approximate amount of \$4,870,000 (the “Bonds”)

AGENDA: Action

Background:

On September 4, 2024, the City Council authorized the public sale of the City’s General Obligation Bonds, Series 2024-A (the “Bonds”) to occur on October 7, 2024 to finance certain improvements in the City.

At this meeting, bids for underwriting of the Bonds received earlier in the day will be opened, read aloud, and awarded to the bidder with the lowest true interest cost for the Bonds. The City’s Bond Counsel spends the day incorporating these results into the Bond documents, and the adoption of the Bond Ordinance and Bond Resolution are the final steps for the City Council to issue the Bonds.

A Preliminary Official Statement has also been prepared for the underwriter’s use in the sale of the Bonds. A copy has been provided in the agenda packet for your review.

The Municipal Advisor will be participating at the meeting via Zoom, and Bond Counsel will be present at the meeting to answer any questions.

Financial Considerations:

The results of the sale will be presented by Greg Vahrenberg with Raymond James, the City’s Municipal Advisor.

Legal Considerations:

The City Council must adopt the Bond Ordinance and Bond Resolution to provide for the issuance of the Bonds. Pursuant to state law and previously adopted Charter Ordinances, the City has the legal authority to take the necessary actions. The draft Bond Ordinance and Bond Resolution, included in the packet, contain the estimated par amount and certain blanks which are completed during the day and made available to the City Council on the evening of the meeting.

Recommendation:

City Staff recommends the City take the steps to issue the Bonds. The City Council is encouraged to adopt the Bond Ordinance and Bond Resolution authorizing the Bonds as prepared by Bond Counsel.

Action:

Three Separate Motions

1. I move we accept the low bid for the Bonds (following the opening and reading of the bids) received from _____ for the purchase of the Bonds.

2. I move we adopt Ordinance No. ____, an ordinance authorizing the issuance of Bonds, all as prepared by Bond Counsel and provided for our consideration.

4. I move adopt Resolution No. 2024-__, a resolution establishing the terms and provisions governing the City's Bonds as previously authorized by Ordinance, all as prepared by Bond Counsel and provided for our consideration.

(Published in *The Mulvane News* on October 17, 2024)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MULVANE, KANSAS, AUTHORIZING THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2024-A, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$4,870,000, FOR THE PURPOSE OF FINANCING THE COSTS OF MULTIPLE CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the governing body of the City of Mulvane, Kansas (the "City"), under the authority Article 12, § 5 of the Constitution of the State of Kansas (the "Home Rule Amendment") and Charter Ordinance No. 31 of the City adopted February 21, 2022 and published in the official newspaper of the City on February 24, 2022 and March 3, 2022 (the "Charter Ordinance"), passed Ordinance No. 1588, which authorizes the purchase, acquisition, and installation of an electric substation and the repairing, and overhauling of an electric generator (collectively, the "Electric Utility Project"); and

WHEREAS, the governing body of the City, under the authority K.S.A. 12-617 and 12-618 (the "Sewer System Act") and K.S.A. 12-631r *et seq.* (the "Storm Sewer Act"), adopted Ordinance No. 1589, which has authorized the (i) installation of extensions to the City's sewer system, including but not limited to the removal and replacement of pavement, installation of sanitary sewer lines, pipe, manholes and related equipment (the "Sewer Project"), and (ii) the demolition of existing Reinforced Concrete Boxes, and construction of new Reinforced Concrete Boxes and curb and gutter in the City (the "Storm Water Drainage Project"); and

WHEREAS, the City is authorized by the Home Rule Amendment, the Charter Ordinance, the Sewer System Act, the Storm Sewer Act, and K.S.A. 10-101 to 10-125, inclusive, as supplemented and amended (the "Bond Act"), to issue, sell and deliver its general obligation bonds for the purpose of providing financing for the costs of the Electric Utility Project, Sewer Project, and Storm Water Drainage Project (collectively the "Project"), and is required to sell such general obligation bonds at public sale if the principal amount thereof exceeds \$2,000,000; and

WHEREAS, the governing body has, pursuant to the Bond Act and by Resolution No. 2024-8, adopted September 4, 2024, authorized the public sale of general obligation bonds of the City, and notice of the public sale was published, the public sale was held, and the general obligation bonds have been awarded to the best bidder; and

WHEREAS, the governing body determines it necessary and appropriate to authorize and provide for the issuance of such general obligation bonds for the purpose of providing the necessary funds for the purposes described; and to specify the terms, details, form and conditions of the general obligation bonds.

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

SECTION 1. Authorization of the Bonds. General Obligation Bonds, Series 2024-A of the City of Mulvane, Kansas (the “City”) in the total principal amount of Four Million Eight Hundred Seventy Thousand Dollars (\$4,870,000.00) (the “Bonds”) are authorized to be issued for the purpose of providing funds to pay a portion of the costs of the improvements described above (the “Project”).

SECTION 2. Security for the Bonds. The Bonds are general obligations of the City. The full faith, credit and resources of the City are pledged to secure the payment of the principal of and the interest on the Bonds as the same severally become due and payable. The governing body of the City covenants that it shall annually make provision for the payment of the principal of and the interest on the Bonds as and when the same become due and payable by levying and collecting the necessary ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City, in such amounts as are necessary to provide for such annual payment.

SECTION 3. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution hereafter adopted by the governing body of the City (the “Resolution”).

SECTION 4. Designation of Paying Agent and Bond Registrar; Issuer/Agent Agreement. Pursuant to K.S.A. 10-620 *et seq.*, the governing body of the City elects to have the provisions of the Kansas Bond Registration Law apply to the Bonds and designates and appoints the Treasurer of the State of Kansas, Topeka, Kansas, as the Bond Registrar and Paying Agent for the Bonds (the “Paying Agent”). The terms, conditions and provisions under which the Paying Agent will perform its duties are set forth in an Agreement between Issuer and Paying Agent dated as of October 30, 2024 (the “Issuer/Agent Agreement”). The form and text of the Issuer/Agent Agreement are approved and accepted by the governing body, and all of the covenants, duties and responsibilities therein to be performed by and on behalf of the City are hereby declared to be the covenants, duties and responsibilities of the City as though fully set forth at this place. The Mayor and City Clerk are authorized to execute and deliver the Issuer/Agent Agreement for and on behalf of the City. The Issuer/Agent Agreement is incorporated in and made a part of this Ordinance as though fully set forth at this place; provided however, the inclusion of the Issuer/Agent Agreement in the publication of this Ordinance shall not be required.

SECTION 5. Levy and Collection of Annual Tax. The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as other

general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes shall be deposited in the Series 2024-A Principal and Interest Account, as defined in the Resolution.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

SECTION 6. Tax Covenants. The governing body of the City covenants that so long as any of the Bonds remain outstanding and unpaid, no use will be made of the proceeds thereof which, if such use had been reasonably expected on the date of issuance and delivery, would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”); and that it will comply with all applicable requirements of Section 148 of the Code and the Rules and Regulations of the United States Treasury Department thereunder for so long as any of the Bonds remain outstanding and unpaid. The governing body further covenants to take all such action in its power as may be required from time to time in order to ensure the continued tax-exempt status of the interest on the Bonds, and to comply with all provisions of the Code, as the same be amended, and any applicable Rules and Regulations of the United States Treasury Department thereunder.

SECTION 7. Authorization of Official Statement. The governing body of the City hereby ratifies and confirms its prior approval of the form and content of the “deemed final” Preliminary Official Statement dated September 27, 2024 and the use of the final Official Statement in the reoffering of the Bonds by [ORIGINAL PURCHASER], [ORIGINAL PURCHASER CITY AND STATE], as Original Purchaser is approved and authorized; and the Mayor is authorized to execute and the City Clerk to attest the Official Statement on behalf of the City.

SECTION 8. Designation as Qualified Tax-Exempt Obligations. The governing body of the City designates the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code.

SECTION 9. Further Authority. The City and its officers, agents and employees are authorized and directed to, take such actions, expend such moneys and execute such other documents, certificates and instruments as may be necessary or desirable in order to carry out and comply with this Ordinance and to give effect to the transactions contemplated hereby, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all without further action by the governing body.

SECTION 10. Severability. If any provision of this Ordinance shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or

unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

SECTION 11. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

SECTION 12. Effective Date. This Ordinance shall be in force and take effect from and after its adoption and approval and its publication one time in the City's official newspaper.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND APPROVED by the governing body of the City of Mulvane, Kansas on 7th day of October, 2024.

CITY OF MULVANE, KANSAS

[seal]

By _____
Brent Allen, Mayor

ATTEST:

By _____
Debra M. Parker, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Mulvane, Kansas, met in regular session, at the usual meeting place in the City on October 7, 2024, at 6:00 p.m., with Mayor Brent Allen presiding, and the following members of the governing body present:

and the following members absent:

Thereupon, pursuant to a Summary Notice of Bond Sale heretofore published as required by law and directed by Resolution No. 2024-8, adopted by the governing body on September 4, 2024, the governing body formally acknowledged the receipt prior to the deadline of sealed bids on not to exceed \$4,870,000 principal amount of the City's General Obligation Bonds, Series 2024-A. All bids having been examined, compared and verified, on motion of _____, seconded by _____, it was determined that the Bonds should be awarded to the following bidder:

[ORIGINAL PURCHASER]
[ORIGINAL PURCHASER CITY AND STATE]

whose bid represents the lowest true interest cost to the City. The Mayor and City Clerk were directed to execute and return a copy of the successful bidder's Official Bid Form (said bid adjusted to \$_____ par amount to account for premium included in the bid); and the City Clerk was further directed to return the good faith checks or other deposits of all unsuccessful bidders.

Thereupon, there was presented to the governing body an Ordinance entitled:

AN ORDINANCE OF THE CITY OF MULVANE, KANSAS, AUTHORIZING THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2024-A, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$4,870,000, FOR THE PURPOSE OF FINANCING THE COSTS OF MULTIPLE CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

Thereupon, the Ordinance was considered and discussed, and upon the motion of _____, seconded by _____, the Ordinance was adopted by a majority vote of the governing body, it was given No. ____ and was directed to be signed by the Mayor and attested by the City Clerk; and the City Clerk was directed to publish the Ordinance one time in the City's official newspaper as required by law and as provided therein.

Thereupon, and among other business, there was presented to the governing body a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2024-A, IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$4,870,000, OF THE CITY OF MULVANE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. ____ OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Thereupon, the Resolution was considered and discussed; and on motion of _____, seconded by _____, the Resolution was adopted by a majority vote of all members present.

Thereupon, the Resolution having been adopted by a majority vote of the members of the governing body present, it was given No. 2024-____, and was directed to be signed by the Mayor and attested by the City Clerk.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of Minutes of the October 7, 2024 meeting of the governing body of the City of Mulvane, Kansas.

[seal]

Debra M. Parker, City Clerk

RESOLUTION NO. 2024-__

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2024-A, IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$4,870,000, OF THE CITY OF MULVANE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. ____ OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the governing body of the City of Mulvane, Kansas (the “City”) has adopted Ordinance No. ____ (the “Bond Ordinance”) authorizing the issuance of the City’s General Obligation Bonds, Series 2024-A (the “Bonds”) for the purpose of providing funds to pay a portion of the costs of the improvements described and defined in the Bond Ordinance (the “Project”); and

WHEREAS, the Bond Ordinance authorized the governing body of the City to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

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

SECTION 1. Authority for Bonds; Security.

(A) The Bonds are authorized and directed to be issued by the Bond Ordinance (as defined above) in the principal amount of and for the purposes described in the Bond Ordinance. In all matters relating to the issuance, registration and delivery of the Bonds, the City (as defined above) will comply with the provisions, requirements and restrictions of K.S.A. 10-101 to 10-125, inclusive, as supplemented and amended (the “Bond Act”), as well as the Home Rule Amendment, the Charter Ordinance, the Sewer System Act, and the Storm Sewer Act (all as defined in the Bond Ordinance).

(B) The full faith, credit and resources of the City are pledged to secure the payment of the principal of and the interest on the Bonds as the same severally becomes due and payable. The governing body of the City covenants that it shall annually make provision for the payment of the principal of and the interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City, in such amounts as are necessary to provide for such annual payment. When received, the proceeds derived from the aforesaid taxes shall be deposited into the Series 2024-A Principal and Interest Account hereinafter created by this Resolution; provided, that if at any time the amount in the Series 2024-A Principal and Interest Account shall be insufficient to make the payments of the principal of and the interest on the Bonds when required because of an untimely collection and/or receipt of said taxes, the City Clerk is authorized to transfer from the City’s general funds to the Series 2024-A Principal and Interest

Account hereinafter created, the amount required for such payments and to then reimburse the City’s general funds for such expended amounts immediately upon the collection and receipt of said taxes.

SECTION 2. Details of Bonds; Payment of Principal and Interest. The Bonds shall be issued in the total principal amount of Four Million Eight Hundred Seventy Thousand Dollars (\$4,870,000.00), shall be designated “City of Mulvane, Kansas, General Obligation Bonds, Series 2024-A”; and shall be dated October 30, 2024 (the “Dated Date”). The Bonds shall mature on September 1 (the “Principal Payment Date”) in each of the years and in the principal amounts and shall bear interest at the respective rates per annum (computed on the basis of a 360-day year of twelve 30-day months), as follows:

MATURITY SCHEDULE

SERIAL BONDS

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
09/01/2025	\$185,000.00	__%
09/01/2026	220,000.00	__%
09/01/2027	230,000.00	__%
09/01/2028	235,000.00	__%
09/01/2029	245,000.00	__%
09/01/2030	250,000.00	__%
09/01/2031	260,000.00	__%
09/01/2032	265,000.00	__%
09/01/2033	275,000.00	__%
09/01/2034	290,000.00	__%
09/01/2035	205,000.00	__%
09/01/2036	210,000.00	__%
09/01/2037	220,000.00	__%
09/01/2038	225,000.00	__%
09/01/2039	235,000.00	__%
09/01/2040	245,000.00	__%
09/01/2041	255,000.00	__%
09/01/2042	260,000.00	__%
09/01/2043	275,000.00	__%
09/01/2044	285,000.00	__%

TERM BONDS

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
09/01/2044	\$__,000.00	__%

Subject to the book-entry provisions of Section 6 of this Resolution, the Bonds shall be issued as fully registered certificated bonds without coupons in denominations of \$5,000, or integral multiples thereof not exceeding the principal amount of Bonds maturing on the respective

Principal Payment Date; and the Bonds shall be numbered in such manner as the Bond Registrar (hereinafter defined) shall determine.

The principal amount of the Bonds shall be payable in lawful money of the United States of America by check or draft of the Paying Agent (as defined in the Bond Ordinance) upon the presentation of the Bonds for payment and cancellation at the Paying Agent's principal office in the City of Topeka, Kansas. The interest on the Bonds shall be payable in lawful money of the United States of America to the owners of the Bonds (the "Owners") as of the Record Date (hereinafter defined), by check or draft of the Paying Agent mailed to the Owners at their addresses as shown on the Registration Books, or at such other address as an Owner has furnished in writing to the Bond Registrar.

The interest on the Bonds shall be payable semiannually on March 1 and September 1 of each year (the "Interest Payment Dates"), commencing March 1, 2025, to the Owners of the Bonds as shown on the Registration Books as of the fifteenth (15th) day of the month prior to the Interest Payment Date (the "Record Date"). The Bonds shall bear interest from the Interest Payment Date immediately preceding their effective authentication date, unless such effective authentication date shall be an Interest Payment Date in which case the Bonds shall bear interest from such Interest Payment Date, or unless the effective authentication date shall be prior to the first Interest Payment Date, in which case the Bonds shall bear interest from the Dated Date. The effective date of authentication shall be set forth on each Bond, such date to be the date of authentication by the Bond Registrar.

In any case where a Principal Payment Date or an Interest Payment Date (collectively a "Payment Date") occurs on a date which is, a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State of Kansas and on which the Paying Agent is scheduled in the normal course of its operations to not be open to the public for conduct of its operations, then the payment of such principal, premium or interest need not be made on such Payment Date, but may be made on the next succeeding business day with the same force and effect as if made on the applicable Payment Date, and no interest shall accrue for the period after such scheduled Payment Date.

SECTION 3. Redemption of Bonds.

(A) Optional Redemption. At the option of the City, the Bonds maturing September 1, 2035, and thereafter, may be called for redemption and payment prior to their respective maturities, on September 1, 2034 or thereafter, as a whole or in part at any time, as determined by the City, at a redemption price equal to the principal amount, plus accrued interest to the date of redemption, without premium.

[(B) Sinking Fund Redemption. Each of the Bonds maturing on September 1, 2044 (the "Term Bonds"), shall be subject to mandatory redemption and payment from the sinking fund hereinafter described, beginning September 1, [First Sinking Fund Year], and continuing on September 1 of each year thereafter pursuant to the redemption schedule hereafter set out, at the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment, without premium.]

As and for a sinking fund for the retirement of the Term Bonds, the transfers to the Series 2024-A Principal and Interest Account required by this Resolution which are to be made for payments commencing September 1, [First Sinking Fund Year], shall be sufficient to redeem, and the City hereby agrees to redeem, the following principal amounts of the Term Bonds on September 1, in each of the following years:

Redemption Date	Principal Amount
[First Sinking Fund Year]	[\$[First Sinking Fund Amount]
[Second Sinking Fund Year]	[Second Sinking Fund Amount]
[Third Sinking Fund Year]	[Third Sinking Fund Amount]
[Fourth Sinking Fund Year]	[Fourth Sinking Fund Amount]
(Leaving \$[Final Sinking Fund Amount] to mature on September 1, 2044)	

The Term Bonds to be redeemed and paid pursuant to the operation of the sinking fund shall be selected by the Paying Agent in such equitable manner as it may designate. The Paying Agent shall each year in which the Term Bonds are to be redeemed pursuant to the terms of the sinking fund make timely selection of the Term Bonds to be so redeemed and shall give notice thereof to the Owners as hereinafter provided without further instructions from the City.

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Term Bonds of the same stated maturity on such mandatory Redemption Dates as determined by the City, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

(C) Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in face amounts of \$5,000 or integral multiples thereof. If the City elects to call for redemption less than all of the Bonds at the time outstanding, the Bonds shall be redeemed in such manner as the City shall determine, with Bonds of less than a full maturity to be selected by lot in units of \$5,000; and the City shall, in the case of Bonds registered in denominations greater than \$5,000, treat each

\$5,000 of face value of a Bond so registered as though it were a separate Bond in the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any fully registered Bond certificate is selected for redemption, then the Owner of such Bond shall forthwith present and surrender such Bond to the Paying Agent for payment of the redemption price of the \$5,000 unit or units of face value called for redemption, and for exchange, without charge to the Owner thereof for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than \$5,000 shall fail to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the principal amount thereof called for redemption (and to that extent only).

(D) Notice of Redemption. The City shall give notice of any call for redemption and payment in writing to the Paying Agent not less than forty-five (45) days prior to the redemption date; and the Paying Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Bonds so called not less than thirty (30) days prior to the redemption date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State of Kansas which are in effect as of the date of giving any such notice. All notices of redemption given under the provisions of this Section shall state (i) the redemption date, (ii) the redemption price, (iii) if less than all Outstanding Bonds are to be redeemed, the identification (and in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the redemption date the principal amount, and premium, if any, will become due and payable upon each such Bond or portion thereof which has been selected for redemption, and that the interest thereon shall cease to accrue from and after the redemption date, (v) any conditions required prior to redemption and payment, and (vi) that the Bonds so selected for redemption are to be surrendered to or at the principal office of the Paying Agent for payment. The failure of any Owner of the Bonds to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

With respect to optional redemptions, at the option of the City, such notice may be conditional upon moneys being on deposit with the Paying Agent on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and moneys are not received, such notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

(E) Deposit of Moneys for and Payment of Redemption Price. On or prior to the redemption date, the City shall deposit with the Paying Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the redemption date, of all Bonds or portions thereof selected for redemption on the redemption date. Upon the surrender by the Owners of Bonds selected for redemption, the Paying Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the \$5,000 units of face value represented by any Bond is selected for redemption and surrendered and paid, then the Paying Agent shall prepare

and furnish to the Owner thereof a new Bond or Bonds of the same maturity and in the amount of the unredeemed portion of such Bond as provided above. All Bonds selected, called and surrendered for redemption shall be canceled by the Paying Agent and shall not be reissued.

(F) Effect of Call for Redemption. Whenever any Bond, or one or more of the \$5,000 units of face value represented by any Bond, has been selected for redemption and payment as provided in this Section, all interest on such Bond, or such one or more of the \$5,000 units of face value represented by any such Bond, shall cease from and after the redemption date, provided funds are then available for its payment at the price hereinbefore specified.

SECTION 4. Designation of Paying Agent and Bond Registrar. Pursuant to K.S.A. 10-620 *et seq.*, the governing body of the City has elected to have the provisions of the Kansas Bond Registration Law apply to the Bonds and pursuant thereto, has designated and appointed the Treasurer of the State of Kansas, Topeka, Kansas, as the Bond Registrar and Paying Agent for the bonds (the “Paying Agent” or “Bond Registrar”). The terms, conditions and provisions under which the State Treasurer will perform its duties as Bond Registrar and Paying Agent for the Bonds are set forth in an “Agreement between Issuer and Agent”, dated as of October 30, 2024 (the “Issuer/Agent Agreement”) and authorized by the Bond Ordinance.

The Paying Agent shall make payment directly to DTC or its nominee, as the registered owner, for the principal of and the interest on the Bonds; and DTC will remit such principal and interest to its Direct Participants for distribution to the Beneficial Owners, all as defined and in the manner set forth in the following Section 6 and as governed by the terms of the Letter of Representation (hereinafter defined).

In the event that the Bonds should be issued and delivered in certificated form at any time after the initial delivery of the Bonds, the Paying Agent shall maintain Registration Books for the ownership of the Bonds on behalf of the City; and the Paying Agent will make payment for the Bonds directly to the registered owners of the Bonds as shown by said Registration Books in the manner set forth in Section 2 hereof.

SECTION 5. Ownership; Transfers and Exchanges; Mutilated, Lost, Stolen or Destroyed Bonds. Pursuant to the Issuer/Agent Agreement, the Bond Registrar shall maintain books for the recording of the initial registration and any subsequent transfers of the ownership of the Bonds (the “Registration Books”), and the person(s) in whose name any Bond is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of, the principal of and the interest on any such Bond shall be made only to or upon the order of the Owner or his duly authorized agent. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

The provisions, terms, conditions and requirements for the transfer and exchange of the Bonds, and for the replacement of a mutilated, lost, stolen or destroyed Bond are fully set forth in the Issuer/Agent Agreement. Replacement bonds delivered upon any transfer or exchange made in compliance with the provisions, terms, conditions and requirements set forth in the Issuer/Agent Agreement shall be valid obligations of the City, evidencing the same debt as the Bonds

surrendered, shall be secured by the pledges made in this Resolution and the Bond Ordinance and shall be entitled to all of the security and benefits hereof to the same extent as the bonds surrendered.

SECTION 6. Book-Entry-Only Bonds. The Bonds shall be initially distributed in book-entry-only form through The Depository Trust Company, New York, New York (“DTC”), by depositing with DTC one certificate for each maturity in fully registered form, registered in the name of DTC’s nominee, Cede & Co., in an amount equal to the total principal amount of the Bonds maturing on the respective Principal Payment Dates as authorized herein. Notwithstanding anything in this Resolution to the contrary, so long as the Bonds remain in book-entry-only form the manner of payment of the principal of and the interest on the Bonds to DTC, and other matters relating to the distribution of the Bonds in book-entry-only form through DTC, shall be governed by the provisions of this Section 6 and a Letter of Representations from the City to DTC (the “Letter of Representations”), which the Mayor or City Clerk is hereby authorized to execute and deliver on behalf of the City.

One certificate per maturity registered in the name of DTC’s nominee, Cede & Co., for the total principal amount of the Bonds maturing on the respective Principal Payment Dates will be issued to DTC in New York, New York; and such certificates will be immobilized in its custody. Purchases of the Bonds in denominations permitted by Section 2 hereof must be made by or through Direct Participants of DTC (as defined in the Letter of Representations), which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (the “Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Bonds will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to beneficial owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Bond Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

In the event the Bond Registrar receives written notice from Participants having interest in not less than 50% of the Bonds outstanding, as shown on the records of DTC (and certified to such effect by DTC), that the continuation of a book-entry only system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the registered owners of such determination or such notice, and the Bond Registrar shall register in the name of and authenticate and deliver replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption (“Replacement Bonds”). If issued in certificated form, the certificates representing the Bonds shall be numbered in such manner as the Bond Registrar shall determine.

All references to DTC herein shall relate to the period of time when DTC has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations

imposed upon or to be performed by DTC shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If DTC resigns and the City, the Bond Registrar or the Owners are unable to locate a qualified successor of the securities depository, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from DTC and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the City.

In the event DTC resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor securities depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor securities depository to discharge its responsibilities. Any such successor securities depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of the Bonds to the successor securities depository in appropriate denominations and form as provided in this Resolution.

SECTION 7. Execution and Authentication. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk, and shall have affixed or imprinted thereon a facsimile of the City's official seal. The Bonds shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk on a Certificate of Registration which shall be printed on the reverse of the bonds, attested by a facsimile of the City's official seal imprinted opposite said signature. The Bonds shall be registered by the State Treasurer in the municipal bond register in his or her office, which registration shall be evidenced by his or her manual or facsimile signature on a Certificate of State Treasurer which shall be printed on the reverse of the Bonds, and which shall be attested by a facsimile of his or her official seal imprinted opposite his or her signature. In case any officer of the City or of the State whose signature shall appear on the Bonds shall cease to be such officer before the actual delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No bond shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Bond Registrar, and such duly executed Certificate on any Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Bond Registrar's Certificate of Authentication on any Bond shall be deemed to have been duly executed by it when manually signed by an authorized officer or signatory thereof; and it shall not be necessary that the same officer or signatory of the Bond Registrar manually sign such Certificate on all Bonds issued under this Resolution.

SECTION 8. Non-Presentation of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at maturity, if funds sufficient to pay such Bond have been made

available to the Paying Agent all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at maturity, the Paying Agent shall repay to the City the funds therefore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

SECTION 9. Payment of Costs. The City shall pay out of the proceeds of the Bonds all costs incurred in connection with the issuance, transfer, exchange, registration, redemption and payment of the bonds except (a) the reasonable fees and expenses of replacing a Bond or Bonds which have been mutilated, stolen, lost or destroyed, or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds.

SECTION 10. Form of Bonds. The Bonds issued under this Resolution shall be evidenced by printed certificates in the form required by the laws of the State of Kansas, and shall contain recitals as required by the Constitution and Laws of the State of Kansas, including a recital that the Bonds are issued in the manner prescribed by the Bond Act, and pursuant to the authority of the Home Rule Amendment, the Charter Ordinance, the Sewer System Act, and the Storm Sewer Act, for the purpose of paying the costs of acquiring, constructing and installing the Project in the City.

The governing body hereby authorizes, orders and directs Triplett Woolf Garretson, LLC, the City's Bond Counsel, to prepare the form and text of the certificates for the Bonds, and to cause the same to be printed as the definitive bond certificates for the Bonds.

SECTION 11. Creation and Ratification of Accounts. Simultaneously with the issuance and delivery of the Bonds, there shall be created within the Treasury of the City, the following accounts for the Bonds:

General Obligation Bonds, Series 2024-A Principal and Interest Account (the "Series 2024-A Principal and Interest Account"); and

General Obligation Bonds, Series 2024-A Project Fund (the "Project Fund"); and

The Series 2024-A Principal and Interest Account shall be administered and maintained for the purpose of depositing moneys from the issuance, sale and delivery of the Bonds which represent accrued interest and premium, if any, and for the subsequent payment and retirement of the Bonds, whether upon an Interest Payment Date, Principal Payment Date or upon the redemption thereof prior to maturity, and for no other purpose. The Series 2024-A Principal and Interest Account may be created as a subaccount of the City's Bond and Interest Fund.

The Project Fund shall be administered and maintained for the purpose of depositing moneys received in connection with the issuance, sale and delivery of the Bonds for the purpose of paying the costs associated with purchasing, acquiring, constructing and installing the Project, as well as any applicable costs of issuance associated with the issuance of the Bonds and can thereafter be used together with the Series 2024-A Principal and Interest Account for the subsequent payment and retirement of the Bonds.

SECTION 12. Sale and Delivery of Bonds; Disposition of Proceeds. The Mayor and City Clerk are authorized and directed to prepare and execute the Bonds in the form and manner specified in this resolution, including a reasonable inventory quantity of bond certificates for transfer, exchange and replacement in accordance with the provisions hereof; and when executed the Bonds shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided. The Bonds having been sold as provided by law, they shall be delivered to [ORIGINAL PURCHASER], [Original Purchaser City And State], through the clearing facilities of DTC, upon receipt by the City of the full purchase price therefor, being par [less an underwriter's discount of \$_____], premium, if any, and accrued interest from the Dated Date to the date of issuance and delivery.

The proceeds from the sale of the Bonds shall be deposited into the Treasury of the City for the credit of and shall be applied, together with other monies of the City, as follows:

(A) The amount of the proceeds representing accrued interest on the Bonds, if any, shall be credited to and deposited in the Series 2024-A Principal and Interest Account; and any said accrued interest will be used toward the payment of the first maturing interest on the Bonds; and

(B) \$[Project Fund Deposit] of the proceeds shall be immediately credited to and deposited in the Project Fund for the direct payment or reimbursement to the City of the expenses associated with the Project, including administrative costs and expenses of the Bonds, costs of issuance, and any interim financing.

SECTION 13. Resolution Constitutes Contract; Remedies of Owners. The provisions of this Resolution, and all of its covenants and agreements, shall constitute a contract between the City and the Owners, and the Owners of not less than ten percent (10%) of the Bonds at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

(A) By mandamus or other suit, action or proceeding at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State of Kansas;

(B) By suit, action or other proceeding in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(C) By suit, action or other proceeding in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners.

SECTION 14. Limitation on Actions by Owners; Remedies Cumulative; Delay or Omission Not Waiver. No one or more of the Owners secured hereby shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all of the Owners. Nothing in this Resolution or in the Bonds shall affect or impair the obligations of the City to pay at the date of maturity thereof or on any prepayment date established therefor, the principal of and the interest on the Bonds to the respective Owners thereof or affect or impair the right of action of any Owners to enforce payment of the Bonds held by them, or to reduce to judgment their claim against the City for the payment of the principal amount of and the interest on the Bonds without reference to or consent of any other Owners. No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute and may be exercised without regard to any other remedy however given. No delay or omission of any Owners to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such default or be construed as an acquiescence therein, and every right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any proceeding taken by any Owners on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owners, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such proceedings had been taken.

SECTION 15. Amendments. The City may, without the consent of the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security, or (iii) to more precisely identify the Project, or (iv) to conform this Resolution to the Code (as hereinafter defined) or future applicable Federal laws concerning tax-exempt obligations. The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by an ordinance of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the bonds then outstanding, such consent to be evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, the following modifications or alternations shall require the written consent of one hundred percent (100%) of the Owners of the then outstanding Bonds:

- (A) Extending the maturity of any payment of principal or interest due upon the Bonds, or
- (B) Effecting a reduction in the amount which the City is required to pay by way of principal or interest on the Bonds, or
- (C) Permitting a preference or priority of any Bond or Bonds over any other Bond or Bonds, or
- (D) Reducing the percentage of the principal amount of the then outstanding Bonds for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City authorizing said modifications, as hereinabove provided for, duly certified and published, as well as proof of consent to such modification by the Owners of not less than the percentage of the principal amount of the bonds then outstanding as hereinabove required therefor. It shall not be necessary to note on any of the outstanding Bonds any reference to such amendment or modification.

SECTION 16. Defeasance. When the principal of and the interest on the Bonds shall have been paid and discharged, then the requirements contained herein and all other rights granted by this Resolution shall cease and terminate. The Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or with a bank located in the State of Kansas and having full trust powers, at or prior to the maturity or date of redemption, as the case may be, of the Bonds, in trust for and irrevocably appropriated thereto, moneys and/or Government Securities consisting of direct obligations of, or obligations payment of the principal of and interest on which are guaranteed by, the United States of America, which together with the interest to be earned on such Government Securities, will be sufficient for the payment of the principal amount of and the interest on the Bonds, to the date of maturity or redemption, as the case may be, or if default in such payment shall have accrued on such date, then to the date of the tender of such payments; provided that, if such payment and discharge is to be made on a redemption date that notice of such redemption has been duly and properly given as provided by this Resolution and that all of the other terms and provisions of this Resolution relative to the call for and the redemption and payment of the Bonds shall have been satisfied. Any moneys which at any time shall be deposited with the Paying Agent or such Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or interest thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or such Kansas bank in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys so deposited with the Paying Agent, or such Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

SECTION 17. Surrender and Cancellation of Bonds. Whenever any outstanding Bond shall be delivered to the Bond Registrar after payment of the principal amount of and the interest represented thereof or for replacement pursuant to this Resolution, such Bond shall be canceled and destroyed by the Bond Registrar and counterparts of a Certificate of Destruction describing such Bonds so destroyed and evidencing such destruction shall be furnished by the Bond Registrar to the City.

SECTION 18. Tax Covenants. The governing body of the City covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, no use will be made of the proceeds thereof which, if such use had been reasonably expected on the date of issuance and delivery, would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”); and that it will comply with all applicable requirements of Section 148 of the Code and the Rules and Regulations of the United States Treasury Department thereunder for so long as any of the Bonds remain outstanding and unpaid. The governing body further covenants to take all such action in its power as may be required from time to time in order to assure the continued tax-exempt status of the interest on the Bonds, and to comply with all provisions of the Code, as the same be amended, and any applicable Rules and Regulations of the United States Treasury Department thereunder.

SECTION 19. Designation as Qualified Tax-Exempt Obligations. The governing body of the City has designated the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code in the Bond Ordinance.

SECTION 20. Other Documents. The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all without further action by the governing body.

SECTION 21. Further Authority. The City shall, and the officers, agents and employees thereof, are authorized and directed to, take such actions, expend such moneys and execute such other documents, certificates and instruments as may be necessary or desirable in order to carry out and comply with the provisions of this Resolution and to give effect to the transactions contemplated hereby.

SECTION 22. Severability. If any provision of this Resolution shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

SECTION 23. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the governing body of the City of Mulvane, Kansas on the 7th day of October, 2024.

CITY OF MULVANE, KANSAS

[seal]

By _____
Brent Allen, Mayor

ATTEST:

By _____
Debra M. Parker, City Clerk

**CITY COUNCIL MEETING
MULVANE, KANSAS
October 7, 2024**

TO: Mayor and City Council
SUBJECT: Emerald Valley Estates 2nd Addition Infrastructure
FROM: City Engineer - Young & Associates, PA
AGENDA: ACTION ITEM – Construction Bids for Grading and Utility Improvements

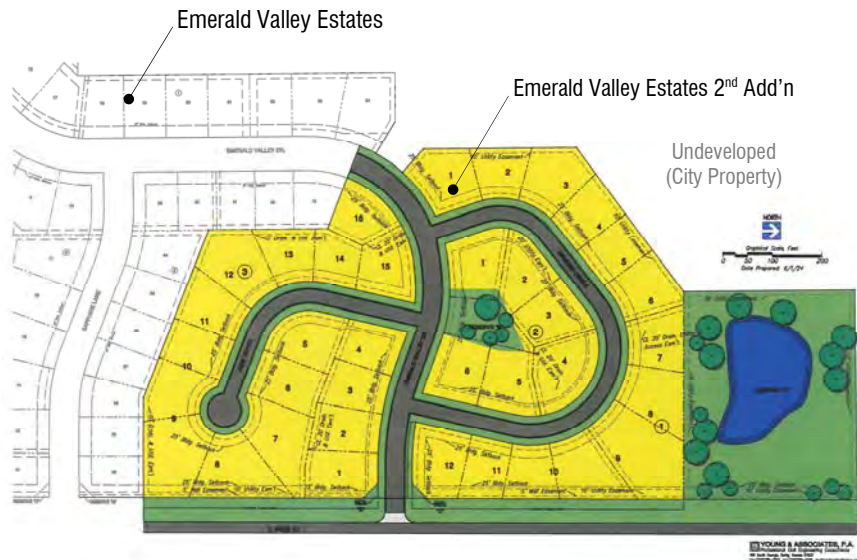
Background:

On May 20th, 2024 the City Council approved plat dedications for Emerald Valley Estates 2nd Addition. This re-plat of Phases 3 and 4, Emerald Valley Estates created 36 lots, open space reserves and a detention pond reserve. Design plans for Mass Grading, Detention Pond and Utility Improvements were completed and bid to local contractors on October 3, 2024.

Analysis:

Design plans and KDHE permit applications for Mass Grading and Utility Improvements were completed in early August and September. KDHE permits for on-site Erosion Control (NOI) and the extension of Sanitary Sewers have been approved. Water Line design plans are under review.

Bid documents for Grading and Utility Improvements were completed and advertised for bids on September 12th. Construction bids were received on October 3rd as summarized below.



	Estimate	McCollough	Nowak	Mies
Part A – Mass Grading and Detention Ponds	\$281,302.35	\$283,460.00	\$231,482.52	\$263,278.20
Part B – Sanitary Sewer Improvements	\$337,822.00	\$416,850.00	\$537,577.00	\$480,013.00
Part C – Storm Sewer Improvements	\$174,084.75	\$194,180.00	\$189,580.00	\$269,688.00
Part D – Water Line Improvemets	\$300,373.50	\$280,480.00	\$219,889.00	\$352,328.00
Total Grading and Utility Improvements Bid	\$1,093,582.60	\$1,174,970.00	\$1,178,528.52	1,365,307.20

An alternate bid to install rock rip-rap edging in the detention pond was requested and provided. The amounts bid ranged from \$56,000 to \$116,000, however there are not sufficient funds in the petition for this work. Following is an updated timeline for installing public infrastructure to serve the Emerald Valley Estates 2nd Addition:

- Bid Grading and Utility Improvements and approve NOA..... October 7, 2024
- Approve construction agreement..... October 21
- Issue NTP and begin Grading and Utility Improvements..... December 16
- Construct Grading and Utility Improvements..... January - June, 2025

- Complete Street design plans, advertise for bids..... February, 2025
- Bid Streets and initiate construction..... April
- Complete Street construction..... June, 2025

Financial Considerations:

With the exception of water improvements, all project costs are paid 100% by the development through special assessment property taxes. Project costs for the “Water Line Improvements” are shared 95% by the Benefit District and 5% by the City at Large. Project costs for the “12” Water Transmission Line Improvements” are shared 78% by the Benefit District and 22% by the City at Large. The City’s portion for water improvements is based on up-sizing the proposed water lines from 8” to 12” to serve future growth areas.

Resolutions for Infrastructure Petitions were approved on June 17, 2024 and the project is anticipated to be completed in June of 2025. Accordingly, petition amounts shown below have been increased 10.0% to estimate 2025 petition values. Project expenses are typically estimated at 35% of the construction costs. Tabulated below are the adjusted petition amounts for Grading and Utility Improvements and resulting project expense budgets based on the low bid received.

Infrastructure Petition	Petition Amounts (adjusted value)	Construction Amounts (low bid)	Project Expense Amounts (petition balance)	Project Expenses, % of const. amount
Part A – Mass Grading and Detention Ponds	\$415,852	\$283,460	\$132,392	31.84%
Part B – Sanitary Sewer Improvements	\$499,374	\$416,850	\$82,524	16.53%
Part C – Storm Sewer Improvements	\$260,300	\$194,180	\$66,120	25.40%
Part D – Water Line Improvemets	\$445,844	\$280,480	\$165,364	37.09%
Total Grading and Utility Improvements	\$1,621,370	\$1,093,583	\$527,787	32.55%

Legal Considerations:

Per City Attorney.

Recommendation/Action:

City staff recommends accepting the low bid submitted by McCullough Excavation and approving a Notice of Award as outlined in the following sample motion:

Sample Motion:

I move the City accept the bid submitted by McCullough Excavation, Inc. in the amount of \$1,174,970.00 for “Grading and Utility Improvements” to serve Emerald Valley Estates 2nd Addition, and authorize the issuance of a Notice of Award.

Tabulation of Bids

Date: October 3, 2024

Grading and Utility Improvements to serve,
Emerald Valley Estates 2nd Addition
Mulvane, Sedgwick County, Kansas

Part A - Mass Grading and Detention Pond Improvements				Engineer's Estimate		McCullough Excavation Inc.		Nowak Construction Co., Inc.		Mies Construction, Inc.	
Item No.	Description	Approx. Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.	Earthwork	1	LS	\$ 185,000.00	\$ 185,000.00	\$ 120,250.00	\$ 120,250.00	\$ 120,850.00	\$ 120,850.00	\$ 150,000.00	\$ 150,000.00
2.	34"x22" SWS	44	LF	135.00	5,940.00	150.00	6,600.00	166.50	7,326.00	230.00	10,120.00
3.	34"x22" End Section	2	EA	2,500.00	5,000.00	1,500.00	3,000.00	1,306.00	2,612.00	1,615.00	3,230.00
4.	Modular block wall	120	EA	150.00	18,000.00	129.00	15,480.00	138.50	16,620.00	129.00	15,480.00
5.	Light-Type Rock Rip Rap	245.3	SY	100.00	24,530.00	85.00	20,850.50	85.40	20,948.62	97.00	23,794.10
6.	Soil Retention Blanket	1,479	SY	3.00	4,437.00	1.90	2,810.10	2.10	3,105.90	1.90	2,810.10
7.	Seeding and Erosion control BMP's	1	LS	25,000.00	25,000.00	34,744.00	34,744.00	38,415.00	38,415.00	34,744.00	34,744.00
8.	Site Clearing and Restoration	1	LS	13,395.35	13,395.35	79,725.40	79,725.40	21,605.00	21,605.00	23,100.00	23,100.00
Sub-Total Part A Bid					\$ 281,302.35		\$ 283,460.00		\$ 231,482.52		\$ 263,278.20

Add Alternate Bid											
Item No.	Description	Approx. Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A1	Light Type Stone Rip-Rap	1,479	SY	100.00	\$ 147,900.00	\$ 38.00	\$ 56,202.00	\$ 38.20	\$ 56,497.80	\$ 79.00	\$ 116,841.00
Sub-Total Add Alternate A.1 Bid					\$ 147,900.00		\$ 56,202.00		\$ 56,497.80		\$ 116,841.00

Part B - Sanitary Sewer Improvements											
Item No.	Description	Approx. Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.	12" Sanitary Sewer	580	LF	\$ 85.00	\$ 49,300.00	120.00	\$ 69,600	\$ 180.50	\$ 104,690	\$ 169.00	\$ 98,020.00
2.	8" Sanitary Sewer	1,881	LF	60.00	112,860.00	85.00	159,885.00	87.50	164,587.50	60.00	112,860.00
3.	Std. Precast MH, 5-ft	3	EA	7,500.00	22,500.00	7,000.00	21,000.00	14,270.00	42,810.00	15,580.00	46,740.00
4.	Std. Precast MH, 4-ft	9	EA	4,000.00	36,000.00	5,500.00	49,500.00	9,368.00	84,312.00	7,600.00	68,400.00
5.	Connect to exist. SS	1	EA	1,200.00	1,200.00	1,500.00	1,500.00	301.50	301.50	850.00	850.00
6.	Pipe Stub, 12"	1	EA	1,500.00	1,500.00	1,500.00	1,500.00	1,407.00	1,407.00	1,365.00	1,365.00
7.	Pipe Stub & Riser, 4"	20	EA	1,800.00	36,000.00	2,700.00	54,000.00	4,397.00	87,940.00	2,665.00	53,300.00
8.	SS Service Tee, 8"x4" w/4" Riser	15	EA	3,500.00	52,500.00	2,500.00	37,500.00	1,963.00	29,445.00	4,175.00	62,625.00
9.	Flushed and Vibrated Sand Backfill	125	LF	35.00	4,375.00	7.00	875.00	122.00	15,250.00	97.00	12,125.00
10.	Seeding and Erosion control BMP's	1	LS	5,500.00	5,500.00	728.00	728.00	1,005.00	1,005.00	728.00	728.00
11.	Site Clearing and Restoration	1	LS	16,086.75	16,086.75	20,762.00	20,762.00	5,829.00	5,829.00	23,000.00	23,000.00
Sub-Total Part B Bid					\$ 337,822		\$ 416,850.00		\$ 537,577.00		\$ 480,013.00

Part C - Storm Sewer Improvements											
Item No.	Description	Approx. Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.	15" RCP Storm Sewer	77	LF	\$ 60.00	\$ 4,620.00	70.00	\$ 5,390	\$ 73.10	\$ 5,628.70	\$ 98.00	\$ 7,546.00
2.	18" ASP Storm Sewer	38	LF	70.00	2,660.00	75.00	2,850	89.90	3,416.20	116.00	4,408.00
3.	24" RCP Storm Sewer	181	LF	80.00	14,480.00	80.00	14,480	93.30	16,887.30	130.00	23,530.00

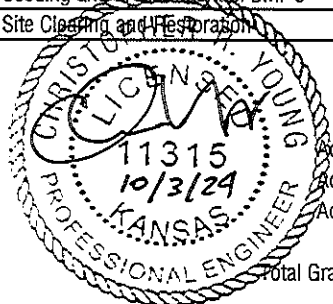
Tabulation of Bids

Grading and Utility Improvements to serve,
Emerald Valley Estates 2nd Addition
Mulvane, Sedgwick County, Kansas

Date: October 3, 2024

Part C - Storm Sewer Improvements, continued				Engineer's Estimate		McCullough Excavation Inc.		Nowak Construction Co., Inc.		Mies Construction, Inc.	
Item No.	Description	Approx. Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
4.	24" ACP Storm Sewer	448	LF	80.00	\$ 35,840.00	85.00	\$ 38,080	\$ 105.50	\$ 47,264.00	\$ 152.00	\$ 68,096.00
5.	30" ASP Storm Sewer	137	LF	115.00	15,755.00	95.00	13,015	127.00	17,399.00	193.00	26,441.00
6.	30"x19" RCPHE Storm Sewer	130	LF	100.00	13,000.00	95.00	12,350.00	136.00	17,680.00	172.00	22,360.00
7.	34"x22" RCPHE Storm Sewer	39	LF	100.00	3,900.00	110.00	4,290.00	160.00	6,240.00	242.00	9,438.00
8.	30"x19" RCPHE End Section	2	EA	1,600.00	3,200.00	2,500.00	5,000.00	1,055.00	2,110.00	1,320.00	2,640.00
9.	30" ASP End Section	1	EA	1,600.00	1,600.00	2,500.00	2,500.00	1,407.00	1,407.00	1,250.00	1,250.00
10.	Flushed and Vibrated Sand Backfill	220	LF	35.00	7,700.00	3.00	660.00	21.90	4,818.00	11.00	2,420.00
11.	Light-Type Rock Rip Rap	106	SY	90.00	9,540.00	100.00	10,600.00	76.80	8,140.80	97.00	10,282.00
12.	Curb Inlet, Type 1-A (L=6', W=4')	2	EA	6,000.00	12,000.00	8,300.00	16,600.00	6,130.00	12,260.00	12,950.00	25,900.00
13.	Curb Inlet, Type 1-A (L=10', W=4')	4	EA	6,000.00	24,000.00	8,300.00	33,200.00	6,658.00	26,632.00	10,475.00	41,900.00
14.	Curb Inlet, Type 1-A (L=10', W=5')	2	EA	6,000.00	12,000.00	7,300.00	14,600.00	7,085.00	14,170.00	11,275.00	22,550.00
15.	Seeding and Erosion control BMP's	1	LS	5,500.00	5,500.00	427.00	427.00	1,005.00	1,005.00	427.00	427.00
16.	Site Clearing and Restoration	1	LS	8,289.75	8,289.75	20,138.00	20,138.00	4,522.00	4,522.00	500.00	500.00
Sub-Total Part C Bid					\$ 174,084.75		\$ 194,180.00		\$ 189,580.00		\$ 269,688.00

Part D - Water Line Improvements				Engineer's Estimate		McCullough Excavation Inc.		Nowak Construction Co., Inc.		Mies Construction, Inc.	
Item No.	Description	Approx. Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	12" Water Line	676	LF	\$ 85.00	\$ 57,460.00	\$ 80.00	\$ 54,080	\$ 66.00	\$ 44,616.00	\$ 130.00	\$ 87,880.00
2	12" DICL SJ Water Line	2	LF	85	170.00	85.00	170.00	703.50	1,407.00	1,144.00	2,288.00
3	8" Water Line	2,550	LF	65	165,750.00	60.00	153,000.00	44.50	113,475.00	65.00	165,750.00
4	8" DICL SJ Water Line	16	LF	65	1,040.00	65.00	1,040.00	150.50	2,408.00	127.00	2,032.00
5	Fire Hydrant Assembly	5	EA	5,500	27,500.00	5,500.00	27,500.00	6,331.00	31,655.00	11,725.00	58,625.00
6	12" Anchor Valve Assembly	1	EA	3,800.00	3,800.00	5,100.00	5,100.00	4,120.00	4,120.00	7,450.00	7,450.00
7	8" Valve Assembly	7	EA	2,600.00	18,200.00	4,700.00	32,900.00	2,240.00	15,680.00	3,500.00	24,500.00
8	Flushed and Vibrated Sand Backfill	190	LF	35.00	6,650.00	5.00	950.00	13.20	2,508.00	10.00	1,900.00
9	Seeding and Erosion control BMP's	1	LS	5,500.00	5,500.00	903.00	903.00	1,005.00	1,005.00	903.00	903.00
10	Site Clearing and Restoration	1	LS	14,303.50	14,303.50	4,837.00	4,837.00	3,015.00	3,015.00	1,000.00	1,000.00
Sub-Total Part D Bid					\$ 300,373.50		\$ 280,480.00		\$ 219,889.00		\$ 352,328.00



Receipt of 5% Bid Bond
 Acknowledge Receipt of Addendum No. 1
 Acknowledge Receipt of Addendum No. 2
 Acknowledge Receipt of Addendum No. 3

X	X	X
X	X	X
X	X	X
X	X	X

Total Grading and Utility Improvements Base Bid **\$ 1,093,582.35** **\$ 1,174,970.00** **\$ 1,178,528.52** **\$ 1,365,307.20**

Total Grading and Utility Improvements Base Bid, including Add Alternate A.1 **\$ 1,241,482.35** **\$ 1,231,172.00** **\$ 1,235,026.32** **\$ 1,482,148.20**

NOTICE OF AWARD

**TO: McCullough Excavation, Inc.
9210 E. 34th St. N.
Wichita, Kansas 67226**

PROJECT: GRADING AND UTILITY IMPROVEMENTS, TO SERVE EMERALD VALLEY ESTATES 2ND ADDITION, CITY OF MULVANE, SEDGWICK COUNTY, KANSAS

You are notified that your bid dated October, 3, 2024 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a Contract for the above PROJECT.

The Contract Price of your Contract is \$ 1,174,970.00 (Total Base Bid including Parts A, B, C and D).

Three copies of each proposed Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by October 17, 2024.

1. You must deliver to the OWNER three fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the cover page.
2. You must deliver with the executed Agreement the Contract Security Bonds as specified in the Instructions to Bidders and General Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Dated this ____ day of _____, 2024.

City of Mulvane, Kansas
OWNER

By: _____
Austin St. John
City Administrator

ACCEPTANCE OF AWARD

CONTRACTOR

By: _____

Title: _____

Date: _____

**CITY COUNCIL MEETING
MULVANE, KANSAS
October 7, 2024**

TO: Mayor and City Council
SUBJECT: West Main Street Drainage Improvements
FROM: City Engineer - Young & Associates, PA
AGENDA: Review and Approve Change Order No. 1 (final)

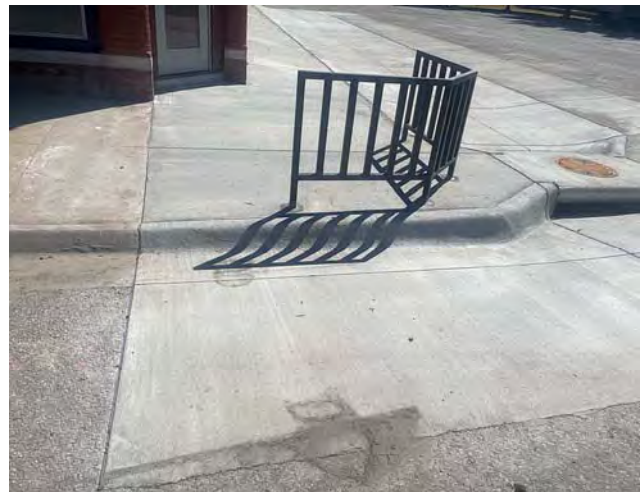
Background:

The West Main Drainage Improvement project replaces an existing storm sewer inlet (shown below) located NW of the Empire Taco building on W Main. The project was scheduled to be performed after the Old Settler’s festival and was bid to contractors on August 13th. Wildcat Construction submitted the low bid and was selected to construct the drainage improvements. All work was completed on September 25, 2024 (see images below).

Analysis:

A portion of the existing storm sewer pipe lying under the proposed concrete flume was designed to be replaced with new concrete pipe. The actual location of the storm sewer (uncovered during construction) was found to have a more southwesterly alignment and required less pipe replacement.

Change Order No. 1 was prepared to address the reduction in 12” SWS pipe and associated special backfill material. The Contractor has signed Change Order No. 1 and submitted a (final) pay request for the reduced amount. The project has been substantially completed and the new inlet is in operation. The Contractor is currently working on some clean-up items.



219 W. Main (photo taken after construction, 9/2024)

Financial Considerations:

Construction cost opinions were updated in 2024 to \$77,347. The low construction bid, submitted by Wildcat Const., was \$73,869.00 and the final construction costs (including Change Order No. 1) is \$70,349.00. Financing the proposed drainage improvements will be from the recent sales tax for “drainage projects”.

Legal Considerations:

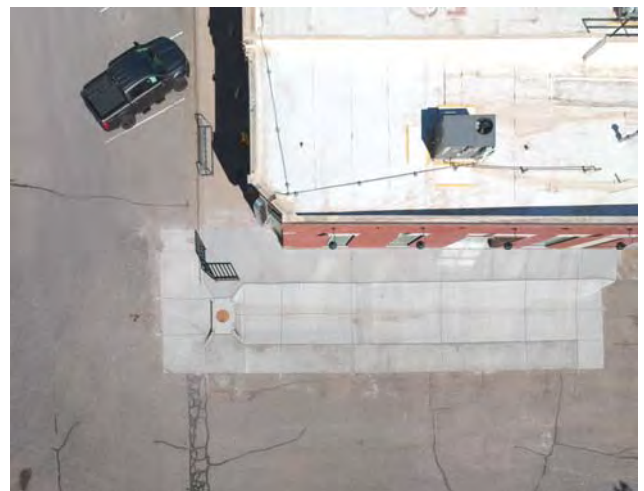
Per City Attorney.

Recommendation/Action:

City staff recommends approving Change Order No. 1 as outlined in the following sample motion:

Sample Motion No. 1

I move the City approve Change Order No. 1 with Wildcat Construction Company, Inc. in the amount of \$3,520.00 and authorize the Mayor to sign.



219 W. Main (photo taken after construction, 9/2024)

CONTRACT CHANGE ORDER NO. 1

Project: **West Main Street Drainage Improvements**
City of Mulvane, Sedgwick-Sumner County, Kansas
Y&A Project No. 19-459

Contractor: **Wildcat Construction Company, Inc.**
3219 West May St.
Wichita, Kansas 67213

Date: September 26, 2024

1. The following changes are hereby made to the CONTRACT DOCUMENTS:

DEDUCT 32 LF 12" RCP Storm Water Sewer at \$85.00/LF = \$2,720.00
(62 LF of 12" RCP pipe was bid however only 30 LF was needed based on the existing SWS location).

DEDUCT 32 LF Flushed & Vibrated Sand Backfill at \$25.00/LF = \$800.00
(66 LF of Flushed & Vibrated Sand Backfill was bid however only 34 LF was needed based on the existing SWS location).

2. The following changes are hereby made to the CONTRACT AMOUNT:

2.1 Original Contract Amount (Sanitary Sewer Improvements)	<u>\$73,869.00</u>
2.2 Current Contract Amount adjusted by previous Change Orders.....	\$73,869.00
2.3 Net (Decrease) in Contract Amount due to this Change Order.....	<u>\$ (3,520.00)</u>
2.4 Total Revised Contract Amount, including this Change Order.....	<u>\$70,349.00</u>

3. The following changes are hereby made to the CONTRACT TIME:

No change in contract time.

Original Contract Time..... 30 Calendar Days
Original Start Date..... September 9, 2024
Original Substantial Completion Date.... October 9, 2024

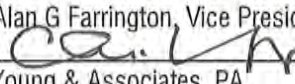
CHANGE ORDER AUTHORIZATION:

Change Order No. 1 Requested by:
CONTRACTOR



Wildcat Construction Company, Inc.
3219 W. May St., Wichita, KS 67213
Alan G Farrington, Vice President
Date 09/27/2024

Change Order No. 1 Recommended by:
RESIDENT PROJECT REPRESENTATIVE



Young & Associates, PA,
100 South Georgie, Derby, KS 67037
Date 9/27/2024

Change Order No. 1 Accepted by:
OWNER

City of Mulvane, Kansas
211 N. 2nd Ave., Mulvane, KS 67110
Date

**CITY COUNCIL MEETING
MULVANE, KANSAS
October 7, 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> Final plans and bid documents have been prepared and are under City staff review. KDHE has re-issued the Main A Sewer Extension permit. <u>Remaining Work:</u> Advertise the Phase 3 project for bids and distribute bid doc’s. Bid the project. An estimated bid date has been set for October 29 th . <u>Contract Status:</u> Construction contracts pending.
GIS Mapping Updates <i>(Administration Operating Budget)</i>	<u>Completed to Date:</u> SAM continues working on GIS updates, including website design. <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 plans to complete sanitary sewer construction the week of October 1 st . Final street design plans are nearing completion. <u>Remaining Work:</u> Mass Grading will follow sanitary sewer construction and is expected to take 8-weeks to complete. Water and Storm Sewer construction will be initiated during mass grading, with all construction scheduled to be completed by December 3 rd . Prepare final street plans and bid documents, bid and construct street improvements. <u>Contract Status:</u> McCullough Excavation’s current contract amount is \$1,672,980.25. Pay Application No. 2 was approved in the amount of \$123,435.00. Pay Application No. 2 represents 16% of the total contract amount (less 10% held in retainage). Pay Application No. 3 was submitted on October 1 st and is under review.
Emerald Valley Estates 2nd Addition Infrastructure <i>(Municipal Bonds)</i>	<u>Completed to Date:</u> See attached memorandum “Construction Bids for Grading and Utility Improvements”. <u>Remaining Work:</u> Complete contracts and initiate “Utility and Grading Improvements” construction. Prepare street design plans, bid and construct streets. <u>Contract Status:</u> Construction contracts pending.
West Main Street Drainage Improvements <i>(Special Sales Tax)</i>	<u>Completed to Date:</u> See attached memorandum “Review and Approve Change Order No. 1 (final)”. <u>Remaining Work:</u> All work has been completed. <u>Contract Status:</u> Wildcat’s current contract amount (including deduct Change Order No. 1) is \$70,349.00.

Agenda Section - Attorney

**October 7, 2024
Executive Session #1 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 15 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: 10/05/24

			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	\$												\$ 595.99	\$ 595.99			\$ 1,191.98	
Splash Park- 105 W. Main	04-0720-00	\$											\$ 1,297.22					\$ 1,297.22	
Band Shell - 117 E. Main	04-8770-01	\$																\$ 42.97	
Main St. Park - 117 E. Main	04-8780-01	\$																\$ 355.49	
Pix Center - 101 E Main	04-8800-02	\$																\$ 364.13	
Public Works Building - 410 W. Bridge	05-0001-02	\$		\$ 44.98	\$ 44.98	\$ 89.96				\$ 179.92								\$ 359.84	
Public Works Building #2 - 410 W Bridge	05-0002-00	\$								\$ 8.61								\$ 8.61	
Water Pump #3 - 211 N. Second	05-0005-02	\$				\$ 1.25												\$ 1.25	
Maintenance Shop - 124 Boxelder	05-0015-02	\$		\$ 24.25	\$ 24.25	\$ 24.25	\$ 24.25											\$ 242.49	
Utility Shop - 120 Boxelder	05-0025-02	\$		\$ 47.95	\$ 47.95	\$ 95.90	\$ 47.95			\$ 121.25								\$ 287.69	
Lift Station - 0 Industrial Dr.	05-0070-02	\$				\$ 7.55												\$ 7.55	
Sewage Disposal Plant - 1441 N. Pope Dr.	05-0098-01	\$				\$ 2,034.12												\$ 2,034.12	
2011 Sewage Disposal Plant - 1441 N. Pope Dr.	05-0099-01	\$				\$ 4,456.56												\$ 4,456.56	
Sewer Chemical Injection - 1441 N. Pope Dr.	05-0101-01	\$					\$ 433.95											\$ 433.95	
Sewage Disposal Head Works - 1441 N. Pope Dr.	05-0102-01	\$				\$ 870.03												\$ 870.03	
Sewer Vehicle Storage - 1441 N. Pope Dr.	05-0103-01	\$				\$ 58.62												\$ 58.62	
Water Treatment Plant - 100 N. Oliver	05-0150-01	\$			\$ 140.87													\$ 140.87	
Lift Station -1900 N Rock Road - B	05-0605-01	\$					\$ 16.70											\$ 16.70	
Water Tower - 1420 N. Rock Road	05-0770-01	\$			\$ 7.24													\$ 7.24	
E.S. & Police - 1420 N. Rock Road	05-0772-01	\$							\$ 5.94					\$ 2.97	\$ 2.97			\$ 11.87	
North Sub Station - 8100 E. 111th St. So.	05-0800-03	\$	\$ 1.25															\$ 1.25	
Sports Complex Concession - 955 E. 111th St. So.	05-0900-01	\$									\$ 264.42							\$ 264.42	
Sports Complex - 955 E. 111th St. So.	05-0910-01	\$									\$ 105.48							\$ 105.48	
Swimming Pool - 990 E. 111th St. So.	05-0915-01	\$																\$ 1,647.88	
Water Reservoir - 9903 E. 111th St. So.	05-0950-01	\$			\$ 2,472.69													\$ 2,472.69	
Dog Shelter - 9903 E. 111th St. So.	05-0960-01	\$																\$ 21.74	
City Building - 211 N. Second	06-9955-01	\$						\$ 441.14										\$ 441.14	
City Building - 211 1/2 N. Second	06-9960-01	\$						\$ 47.81										\$ 47.81	
Parks Department - 507 N. First	12-7500-02	\$										\$ 29.23						\$ 29.23	
Parks Department - 507 N. First	12-7550-02	\$										\$ 98.03						\$ 98.03	
Parks Department - 507 N. First	12-7600-01	\$										\$ 129.77						\$ 129.77	
SW Lift - 0 Rockwood/Circle Dr.	15-7950-01	\$					\$ 95.93											\$ 95.93	
Lift Station - 0 Trail Dr.	16-7975-01	\$					\$ 28.57											\$ 28.57	
Ambulance #2 - 911 Kansas Star Dr.	25-4040-01	\$														\$ 36.20		\$ 36.20	
Police Department-420 E Main	01-1680-04	\$							\$ 36.20									\$ 36.20	
Police Department-410 E Main	01-1690-07	\$							\$ 959.55									\$ 959.55	
		\$	\$ 18,605.07	\$ 118.43	\$ 117.18	\$ 2,832.16	\$ 7,491.53	\$ 654.90	\$ 488.95	\$ 1,023.43	\$ 309.78	\$ 369.90	\$ 1,019.62	\$ 1,297.22	\$ 598.96	\$ 598.96	\$ 36.20	\$ 1,647.88	\$ 18,605.07

101-01-511	\$	488.95
101-02-511	\$	1,699.30
101-03-511	\$	598.96
101-04-511	\$	1,023.43
101-18-511	\$	635.16
219-00-617	\$	1,297.22
220-00-511	\$	1,647.88
511-09-511	\$	118.43
511-10-511	\$	117.18
512-13-511	\$	2,832.16
513-11-511	\$	7,491.53
513-12-511	\$	654.90
	\$	<u>18,605.07</u>

CITY COUNCIL MEETING
October 7th, 2024

TO: Mayor and City Council
SUBJECT: Purchase of Ferric Chloride.
FROM: Wastewater Supervisor
ACTION: Purchase of 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 is located at the casino. The other is located near the wastewater plant. These chemical injection buildings each hold two 4500-gallon tanks, one contains ferric chloride and the other contains sodium hydroxide. These chemicals are injected directly into the force main at the casino site and at the wastewater plant. They are also injected into the process at the wastewater plant. The primary purpose of these chemicals is for odor control and managing PH, however better settling at the plant is also a benefit from the ferric chloride. We usually purchase both chemicals at the same time. However, we only need to replenish our stock of ferric chloride at this time.

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

Legal Considerations: Per City Attorney.

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

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

Submitted by
Brian Bradshaw



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: May 15, 2024
 Subject: Quote for the Wastewater Plant

PO # 052004

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.	[REDACTED]	\$ [REDACTED]
		30,000 lbs.		[REDACTED]	\$ [REDACTED]
		45,000 lbs.		[REDACTED]	\$ [REDACTED]
Tax					\$0.00
Transportation Charge					\$250.00
MOS					\$0.00
Total					[REDACTED]

12,850.00

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

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

Thanks,

Darren Cox
 Account Executive
 Brenntag Southwest, Inc.

*Received
 BB
 9-20-24*

CITY COUNCIL MEETING
October 7th, 2024

TO: Mayor and City Council

SUBJECT: Road Oil Purchase – Slurry sealing

FR: Jacob Coy – Public Works Director

ACTION: Consent Purchase of Road Oil from Vance Brothers

Background:

Each year the Public Works Department purchases road oil for the purpose of slurry sealing city streets. Slurry sealing is a street maintenance process consisting of coating the street surface with CSS-1H Road Oil, Type II chat, Portland Cement, and water. The slurry seal adds life to the street surface and repairs minor imperfections in the pavement surface. The process is generally repeated every 5 to 6 years depending on the street condition/rating and traffic volume.

Analysis:

The Public Works Department purchases 3 to 4 loads of oil each year, depending on available funds, weather conditions, and overall workload. This will be the 3rd load for 2024.

Each year this product is purchased in addition to several thousand pounds of Portland cement, and several hundred tons of Type II chat. The road oil is trucked in from Vance Brothers out of Kansas City, MO. Vance Brothers is the nearest refinery that offers a road oil.

Financial Consideration:

Funds from Special Highway – Line Item #519 Road Oil and Asphalt. *Procurement Policy standards have been met with this purchase.*

Action:

Consent to the purchase 1 load of CSS-1H Slurry oil 5000 gallons ea. from Vance Brothers for a purchase amount of \$14,185 including freight.

Project Name: CSS-1H Slurry 2024

Submitted To:
 Mulvane, KS, City of

Submitted By: Adam Hahs
 Phone: 816-922-8009
 Email: ahahs@vancebrothers.com
 Date: 6/27/2024
 Expiration Date: 8/31/2024
 Quote #: Q-05643-F8C4

Vance Brothers, Inc is pleased to quote the following:

Item	Description	UoM	Price
CSS-1H SLURRY	FOB Vance Brothers KC	GAL	\$2.65
FREIGHT INBOUND	Per Trip, Freight to Sedgwick County, KS	EACH	\$935.00

****FUEL SURCHARGES WILL BE ADDED AND BASED ON THE CURRENT FUEL SURCHARGE AT THE TIME OF SHIPMENT. THE FUEL SURCHARGE IS BASED ON THE MIDWEST AVERAGE FUEL PRICES POSTED WEEKLY AT WWW.EIA.DOE.GOV. THE CURRENT FUEL SURCHARGE IS 33.00%.**

Delivery terms are as follows:

- MINIMUM FREIGHT CHARGE FOR LOADS LESS THAN 46,000 POUNDS
- DELIVERIES CANCELLED WHILE TRUCK IS ENROUTE SHALL BE SUBJECT TO A MINIMUM FREIGHT CHARGE.
- RETURNED PRODUCT MAY BE SUBJECT TO A \$100.00 UNLOADING CHARGE AND A RESTOCKING CHARGE OF 20% PER GALLON.
- PRICES DO NOT INCLUDE ANY APPLICABLE SALES TAX.
- PUMP CHARGE IF REQUESTED \$75.
- DROP TRAILER RENTAL FEE \$500 A WEEK IF REQUESTED.
- DEMURRAGE \$70 PER HOUR AFTER FIRST 2 FREE HOURS.

PLEASE NOTE: Buyer hereby accepts the conditions of sale accompanying this agreement. This quotation must be signed and returned via facsimile to 816-923-6472 or digitally signed and returned via email to ahahs@vancebrothers.com within five (5) days of the above date.

By signing this quote, the buyer is not required to purchase the material and quantity quoted, however, Vance Brothers reserves the right to not honor the quoted price without a returned quotation in the allotted time frame. NO EXCEPTIONS.



Quotation

Thank you for allowing Vance Brothers to submit this quotation. Please contact me if you have any questions or concerns.

Sincerely,
VANCE BROTHERS, INC.

Accepted By:

Adam Hahs

(Company Name)

Sales Representative

(Buyer Signature)

(Title)

(Date)

City Council Meeting
October 7, 2024

TO: Mayor and Council
FR: City Clerk – Debbie Parker
RE: Equipment Service Contract
ACTION: Consent Agenda Approval

Background:

In October of 2015, we purchased a Sharp MX-4141N Copier from Galaxie Business Equipment. This copier had barcode printing capabilities to print utility bills with the new Tyler Tech program. In March 2024 we upgraded the MX-4141N to a Sharp BP-70C45. We have also purchased over the years 4 individual Sharp MX-C357F scanner/copiers and 1 Sharp MX-C304W scanner/copier for the Administration staff.

Analysis:

We have a maintenance agreement with Galaxie Business Equipment. This covers routine maintenance and replacement of parts and consumable supplies. We do not purchase toner for these copiers since it is supplied to us by Galaxie as part of the agreement.

Legal Considerations:

The City Attorney has reviewed the agreement.

Financial Considerations:

The base charge for the new contract increased from \$403.50 to \$429.00 per month. This price includes maintenance, replacement parts, and supplies. Included in the base price are 1,500 Black and White and 500 Color prints per machine. The overage charges increased from .013 to .014 for Black and White and from .104 to .11 for Color prints per machine. The Sharp BP-70C45 includes 2000 Black and White and 500 Color prints in the base price. The overage charges increased from .008 to .0085 for Black and White and from .06 to .064 for Color prints.

Timeline for Making Decision: The Agreement period is from October 1, 2024, to September 30, 2025.

Recommendation:

Approve with Consent Agenda.

Discussion:

Vote:



Equipment Service Contract

Contract ID

1099

Page 1 of 4

Galaxie Business Equipment Inc.

913 Main
 Winfield, KS 67156
 Phone: 620-221-3469
 www.gbeinc.com

Bill To: MULVANE CITY OF
 211 N. SECOND
 MULVANE KS 67110
 316-777-1143

The following equipment is covered under a service contract for the following period. If you have any questions or require information about your equipment service contract, please contact your sales representative or our service department.

Please note Contract end date references 10 years out for 'evergreen' contracts.

Contract ID	1099	Contract Description	Comp includes parts, labor, supplies			Start Date	01-Oct-24	End Date	30-Sep-25
Period Billing Int	Monthly	Meter Billing Int	Monthly	Labor Hrs Inc	ALL	Labor Surcharge	NONE	Travel Hrs Inc	ALL
Estimated Monthly Charge	\$411.00								

Categories of Parts Included in Contract
Toner - Black,Toner - Color,Supplies,Developer - Black,Developer - Color,Drum,Parts,Rollers

Equipment Included under Contract (charges per billing interval)									
Equipment Location	Ship To ID	10346		Address	MULVANE CITY OF 211 N. SECOND MULVANE KS 67110 316-777-1143				
Serial No	752923824RICG	Unit ID	G1233	Model No	MX-C357F	Equip. Location	Sydney		
Description	MXC357F Sharp Color Copier (MX-C35TB,TC,TM,TY)			PMs Included	None		Equip. Value	\$76.00	
Meter ID	3032	Meter	Black	Start Meter Reading	7414		Clicks Included in Contract Term	0	
Meter ID	3033	Meter	Color	Start Meter Reading	5750		Clicks Included in Contract Term	0	
Serial No	33012060	Unit ID	G1333	Model No	MX-C304W	Equip. Location	Lachelle		
Description	MXC304W Sharp Color Copier (MXC30NTB,C,M,Y)			PMs Included	None		Equip. Value	\$76.00	
Meter ID	3034	Meter	Black	Start Meter Reading	1555		Clicks Included in Contract Term	0	
Meter ID	3035	Meter	Color	Start Meter Reading	2695		Clicks Included in Contract Term	0	
Serial No	752924424TP4X	Unit ID	G1337	Model No	MX-C357F	Equip. Location	Debbie		
Description	MXC357F Sharp Color Copier (MX-C35TB,TC,TM,TY)			PMs Included	None		Equip. Value	\$76.00	
Meter ID	3038	Meter	Black	Start Meter Reading	8342		Clicks Included in Contract Term	0	
Meter ID	3039	Meter	Color	Start Meter Reading	6517		Clicks Included in Contract Term	0	
Serial No	33222540	Unit ID		Model No	MX-PF10	Equip. Location			
Description	MXPF10 Sharp Paper Drawer			PMs Included	None		Equip. Value	\$0.00	
Serial No	752924424TP1R	Unit ID	G1336	Model No	MX-C357F	Equip. Location	Rachael		
Description	MXC357F Sharp Color Copier (MX-C35TB,TC,TM,TY)			PMs Included	None		Equip. Value	\$76.00	
Meter ID	3036	Meter	Black	Start Meter Reading	4945		Clicks Included in Contract Term	0	
Meter ID	3037	Meter	Color	Start Meter Reading	2947		Clicks Included in Contract Term	0	
Serial No	752930724VZDY	Unit ID	G1410	Model No	MX-C357F	Equip. Location	Lachelle Tootle / HR		
Description	MXC357F Sharp Color Copier - G1410Beg Counts blk 3, clr 1			PMs Included	None		Equip. Value	\$76.00	
Meter ID	3040	Meter	Black	Start Meter Reading	1508		Clicks Included in Contract Term	0	
Meter ID	3041	Meter	Color	Start Meter Reading	1189		Clicks Included in Contract Term	0	
Serial No	3302088X	Unit ID	G1407	Model No	BP-1225	Equip. Location	Main Machine		



Equipment Service Contract

Contract ID

1099

Page 2 of 4

Galaxie Business Equipment Inc.

913 Main
 Winfield, KS 67156
 Phone: 620-221-3469
 www.gbeinc.com

Bill To: MULVANE CITY OF
 211 N. SECOND
 MULVANE KS 67110
 316-777-1143

Description	BP-70C45 Sharp Color Copier G1407 Beg Counts: Blk- 3, Clr:5	PMs Included	None	Equip. Value	\$49.00
Meter ID	3042	Meter	Black	Start Meter Reading	9804
		Clicks Included in Contract Term	0	CPC Charge	
Meter ID	3043	Meter	Color	Start Meter Reading	4749
		Clicks Included in Contract Term	0	CPC Charge	

Serial No	2E000545	Unit ID		Model No	BP-DE15
				Equip. Location	
Description	BPDE15 Sharp Paper Feed Stand (1) Paper Drawer and Split Tandem Paper Drawers		PMs Included	None	Equip. Value
					\$0.00

Serial No	2Q416446	Unit ID		Model No	BP-FN11
				Equip. Location	
Description	Sharp Finisher		PMs Included	None	Equip. Value
					\$0.00

Serial No	43205902	Unit ID		Model No	BP-FX11
				Equip. Location	
Description	BPFX11 Sharp Fax Expansion Kit		PMs Included	None	Equip. Value
					\$0.00

Serial No	35001390	Unit ID		Model No	BP-TR12
				Equip. Location	
Description	BPTR12 Sharp Exit Tray		PMs Included	None	Equip. Value
					\$0.00

Summary of Periodic Meter Charges (incurred after exceeding 'clicks included in term')						
Meter ID	Meter Name	Charges Level Name	From	To	Cost per click	Step Down to Charge Level
3032	Black	Allowance	0	1500	0	
3032	Black	Overage	1500	Unlimited	0.014	
3033	Color	Allowance	0	500	0	
3033	Color	Overage	500	Unlimited	0.11	
3034	Black	Allowance	0	1500	0	
3034	Black	Overage	1500	Unlimited	0.014	
3035	Color	Allowance	0	500	0	
3035	Color	Overage	500	Unlimited	0.11	
3036	Black	Allowance	0	1500	0	
3036	Black	Overage	1500	Unlimited	0.014	
3037	Color	Allowance	0	500	0	
3037	Color	Overage	500	Unlimited	0.11	
3038	Black	Allowance	0	1500	0	
3038	Black	Overage	1500	Unlimited	0.014	
3039	Color	Allowance	0	500	0	
3039	Color	Overage	500	Unlimited	0.11	
3040	Black	Allowance	0	1500	0	
3040	Black	Overage	1500	Unlimited	0.014	
3041	Color	Allowance	0	500	0	
3041	Color	Overage	500	Unlimited	0.11	
3042	Black	Allowance	0	2000	0	
3042	Black	Overage	2000	Unlimited	0.0085	
3043	Color	Allowance	0	500	0	
3043	Color	Overage	127	Unlimited	0.064	



Equipment Service Contract

Contract ID

1099

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Galaxie Business Equipment Inc.

913 Main
 Winfield, KS 67156
 Phone: 620-221-3469
 www.gbinc.com

Bill To: MULVANE CITY OF
 211 N. SECOND
 MULVANE KS 67110
 316-777-1143

Other Charges (charges per billing interval)	
	Value

4/16/24 Added MX-C357F, 752930724VZDY, G1410 (Lachelle Tootle)
 4/16/24 Added BP-70C45, 3302088X, G1407 (Main Machine) and removed MX-4141N, 55017498, G0003

1. **GENERAL.** Under the terms and conditions of this Agreement, Galaxie Business Equipment agrees to provide Maintenance Services to Customer as described on the face of this agreement and as necessitated by the normal use of the Equipment. Galaxie Business Equipment will provide Customer with the parts, supplies and consumables indicated on the face of this Agreement. If parts, supplies or consumables are not included in this Agreement, the Customer shall be responsible for the needed parts, supplies and consumables. Those items must meet the equipment manufacturer's specifications. Galaxie Business Equipment will not be obligated to provide Maintenance Services and/or its parts, supplies or consumables or any equipment accessory damaged by a lightning strike or electrical surge, negligence, abuse of any kind, an operating environment not in conformance with the manufacturer's specifications for electrical power, air quality, humidity or temperature. Also not covered is any service required which is the result of natural disasters, flood or any water or liquid damage, foreign objects such as staples, paper clips, and jewelry. Also exempted is service due to: the use of unauthorized parts, supplies, components or consumables or service performed by personnel not authorized by Galaxie Business Equipment. If Galaxie Business Equipment elects to provide Maintenance Services to correct such damage, Customer shall be invoiced at Galaxie Business Equipment's then current rates. Customer is obligated to inform Galaxie Business Equipment when preventive maintenance is due. Repeated failure to notify Galaxie Business Equipment when preventive maintenance is due may result in damage to the Equipment and additional charges.
2. **PRE-INSPECTION.** If the Customer wishes to cover equipment not previously covered by a maintenance agreement with Galaxie Business Equipment, the Customer agrees that the Equipment is subject to an inspection prior to initiating an Agreement. An estimate for service to be performed prior to an Agreement being started will be provided at then current rates. This will ensure that the equipment is in good working order and has all firmware updates, current parts and supplies required for the commencement of the agreement between the Customer and Galaxie Business Equipment.
3. **Charges for Agreement Services.** The charges for the services provided under the terms and conditions of this Agreement are set forth on page 1 of the Agreement. If payment terms are not set forth on page 1 of this Agreement, Customer shall pay maintenance charges in accordance with the payment terms set forth on the applicable invoice. If the number of prints per invoice cycle set forth on page 1 of this Agreement is exceeded, Customer shall be obligated to pay for all prints in excess of the number of prints per invoice cycle at a rate equal to the "excess print charge" set forth on page 1 of this Agreement. All charges by Galaxie Business Equipment pursuant to this Agreement are exclusive of all taxes. Appropriate taxes will be added to all pertinent invoices. All orders for supplies are subject to a delivery surcharge. Emergency supply orders may be subject to an additional charge. All payments are non-refundable.
4. **SERVICE CALLS.** All service calls to perform maintenance under the terms and conditions of this Agreement shall be made during Galaxie Business Equipment's normal business hours of operation (Monday-Friday, 8:00AM-5:00PM except observed holidays) unless otherwise stated on page 1 of this Agreement. Travel and labor time for service call's after Galaxie Business Equipment's normal business hours for the provision of maintenance shall be charged at overtime rates in effect at the time of the service call.
5. **IN-SHOP MAINTENANCE.** If Galaxie Business Equipment service personnel deem it necessary to bring equipment covered by this Agreement into the shop for extensive tear-down and/or reconditioning, an agreement will be made at that time as to the extent that the maintenance will be covered by the Agreement. This Agreement does not cover rebuilding or reconditioning due to the advanced and/or excessive print volume of the equipment.
6. **TRAINING.** Galaxie Business Equipment shall provide Customer with key operator training regarding the use and care of the equipment. Customer shall ensure that all users of the equipment are properly trained in the correct use of the Equipment. Customer shall be charged for any service call or damage to the equipment resulting from misuse of the equipment, as noted in section 1.
7. **RELOCATION.** Galaxie Business Equipment shall provide maintenance for the equipment at the location on page 1 of this Agreement. If the Customer relocates the equipment within Galaxie Business Equipment's service area and desires to continue maintenance, the Customer shall notify Galaxie Business Equipment of the new location. The change of location may necessitate an adjustment in the rate and information on page 1 of this agreement. If Customer relocates the Equipment outside of Galaxie Business Equipment's service area, Galaxie Business Equipment shall have the right to immediately terminate this Agreement upon written notice to Customer. Customer shall be responsible for any relocation and/or re-installation charges for the Equipment at its new location. The Customer also assumes the responsibility of any of the covered equipment repair/maintenance costs incurred in the move, if the Customer elects to move the equipment themselves.
8. **CUSTOMER OBLIGATIONS.** Customer agrees to provide a suitable place for use of the Equipment (including suitable electric service) as specified by the manufacturer. Customer will provide adequate access (room to work) for maintenance personnel for service of the covered equipment. Customer will provide a key operator for the Equipment for each shift of operation and make available operators for instruction in use and care of Equipment. Customer agrees to pre-order needed supplies & allow 3-5 business days for order processing & delivery. Customer may be charged a shipping & handling charge for each order placed. The per-print charge and overage per-print charge are based upon an 8 1/2" by 11" letter-size impression with an average 5% image fill, or its equivalent. If Customer usage of consumable supplies consistently exceeds the manufacture's estimate yield for various supply items and after proof of the prolonged excess is provided by Galaxie Business Equipment representatives, the Customer agrees to pay Galaxie Business Equipment an amount from time to time which may offset the excess usage. Customer also agrees that supplies consumed and per print charges accumulated in the course of service/maintenance performed by Galaxie Business Equipment personnel are non-recoverable, unless the volume of prints consumed are excessive. Customer agrees to provide Galaxie Business Equipment with meter readings as needed and to accept estimated meter readings based on service history for billing purposes. Customer agrees to pay at published rates for support required for printer applications, software applications, connection to new computer hardware or any other network services not covered by this Agreement. Customer also agrees to pay an additional .002 cents per scan when the number of scans exceeds monthly prints.
9. **TERM AND TERMINATION.** This Agreement shall become effective (the "Effective Date") upon its acceptance by Galaxie Business Equipment, credit approval by Galaxie Business Equipment and Customer's payment of all applicable charges and fees. This Agreement will renew automatically each year at a rate no greater than 10% of the rate established on page 1 of this agreement unless cancelled in writing on sixty (60) days written notice. Either party may terminate this Agreement at any time upon sixty (60) days written notice to the other party. Customer's payment obligations hereunder shall survive the expiration and/or termination of this Agreement, written, emailed or faxed.
10. **Email Account for Scanning.** A charge of \$9.50 per month will be added to the maintenance invoice to provide a secure email account for device scanning. Customer may provide their own scanning email account to avoid the monthly charge.
11. **BREACH OR DEFAULT**
 - (a) If Customer does not pay all charges for Maintenance Services as provided hereunder, promptly when due: (I) Galaxie Business Equipment may (A) refuse to service the Equipment, (B) furnish service on a "Per Call" basis, and/or (C) immediately terminate this Agreement upon written notice to Customer, and (II) Customer agrees to pay all costs and expenses of collection, including, without limitation, applicable legal fees.
 - (b) If Customer uses parts or supplies which are defective or not acceptable for the use in the Equipment, and cause abnormally frequent service call or service problems or damage to the Equipment, Then Galaxie Business Equipment may, at its option, (I) charge Customer at its then current rates for such service and/or damage or (II) immediately terminate this Agreement upon written notice to Customer. It is a condition of this Agreement, however, that the Customer use only manufacturer approved parts or supplies.
 - (c) Customer declaring any form of bankruptcy will immediately terminate this contract.
12. **NO WARRANTY AND LIMITATION OF LIABILITY.**
 - (a) GALAXIE BUSINESS EQUIPMENT makes no warranty whatsoever with respect to the maintenance, parts, supplies and consumables supplied hereunder and DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR USE OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. This warranty allocates the risks of loss occasioned by failure of parts, supplies or consumables or failure in maintenance between Galaxie Business Equipment and Customer, as authorized by the Uniform Commercial Code and other applicable law.
 - (b) GALAXIE BUSINESS EQUIPMENT SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES



Equipment Service Contract

Contract ID

1099

Page 4 of 4

Galaxie Business Equipment Inc.

913 Main
Winfield, KS 67156
Phone: 620-221-3469
www.gbeinc.com

Bill To: MULVANE CITY OF
211 N. SECOND
MULVANE KS 67110
316-777-1143

ARISING OR IN CONNECTION WITH THIS AGREEMENT OR ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY. Such damages include, but are not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime costs or claims of customers of Customer for such damages.
13. Transfer of Agreement. Customer shall not transfer or reassign this Agreement without the prior written consent of Galaxie Business Equipment. Any attempt by the Customer to transfer or reassign any of the rights, duties or obligations hereunder shall be null and void.
14. MISCELLANEOUS. This Agreement shall be governed by and constructed in accordance with the laws of the State of Kansas without regard to its body of law relating to its conflicts of law. Customer shall not participate in the transfer by any means of any commodity or technical data acquired from Galaxie Business Equipment in violation of U.S. export laws. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, written or oral, regarding such subject matter. This Agreement may not be modified except in a writing signed by duly authorized representatives of Galaxie Business Equipment and Customer. In the event that any purchase order, acceptance or other purchasing form or document is used in connection with the purchase of maintenance pursuant to the provisions of the Agreement, then, notwithstanding any provisions therein contained to the contrary, the terms of all such documents shall be governed by the provisions of this Agreement, and any terms thereof which are inconsistent with, different from or in addition to the provisions of this Agreement, shall be null and void and shall have no force of effect whatsoever. The headings and titles of this Agreement are inserted only for convenience and shall not affect the interpretation or construction of any provisions hereunder. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original. The customer specifically agrees that NO OTHER representation, constitutions, or warranties other than those set forth specifically in writing herein have been made. Contract changes are not valid until approved by Galaxie Business Equipment senior management (CEO, President, or Vice President) and confirmed in writing back to the customer.

	Print Name	Signature	Date
Galaxie Business Equipment Inc. Representative	_____	_____	_____
Customer Signature	_____	_____	_____

City Council Meeting
October 7, 2024

TO: Mayor & City Council
FR: City Administrator
RE: Liquor License
ACTION: Approve the properly completed application

Background:

The council must approve Liquor licenses.

Analysis:

There has been a name change for Lilly's Cheers as it has been bought by Luis Ramos and changed the name to Luis Liquor, LLC.

Financial Considerations:

The proper licensing fees have been paid by the applicants.

Legal Considerations:

The applications forms have been reviewed by the city attorney.

Recommendation:

Motion to approve a Liquor License for Luis Liquor LLC

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

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

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

TO THE MAYOR AND CITY COUNCIL:

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

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

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

Luis Liquor
STATE LICENSE NUMBER: 17691

2. STREET ADDRESS OF PREMISES TO BE LICENSED:

509 N 2nd Ave
DESCRIPTION OF STRUCTURE OF PREMISES:
(Block, composite, wood, etc.)
Block

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

Luis Liquor LLC

NAME OF INDIVIDUAL/APPLICANT:

Luis Liquor Ramos @
Age 62 Date of Birth 7/7/62 Place of Birth Chihuahua, Mexico
Length of Residence in Kansas: 30 yrs in County Sedgwick

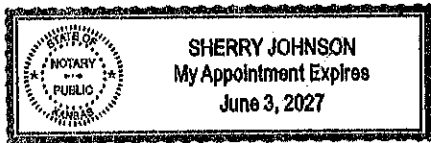
NAME AND ADDRESS OF OTHER OWNER(S):
(Use space on reverse side, if necessary)

THE LICENSE FEE MUST ACCOMPANY THIS APPLICATION

APPLICANT MUST SUBMIT FINGERPRINTS TO THE CHIEF OF POLICE

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

SO HELP ME GOD.



[Signature]
SIGNATURE OF APPLICANT

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

Sherry Johnson
NOTARY PUBLIC

My Commission Expires: June 3, 2027

**Kansas Alcoholic Beverage Control Division
Liquor License**

Retailer's License

OWNER NAME: Luis Liquor LLC
DBA: Luis Liquor
ADDRESS: 509 N 2nd Avenue
Mulvane, KS 67110

LICENSE NO: 17691

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

PRIVILEGES:

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

AGREEMENT:

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

Debbi Beavers

Debbi Beavers
Director, Alcoholic Beverage Control

Mark A. Burghart

Mark A. Burghart
Secretary of Revenue

EFFECTIVE: 08/01/2024

EXPIRES: 07/31/2026

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

IMPORTANT INFORMATION

Contact the ABC Licensing Unit at 785-296-7015 or email Kdor_abc.licensing@ks.gov if you have any:

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

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

Contact the Miscellaneous Tax Segment at 785-368-8222 or email Kdor_miscellaneous.tax@ks.gov if you:

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

CLOSING YOUR BUSINESS

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

**REQUEST FOR PERMANENT PREMISE APPROVAL
INSTRUCTIONS**

WHICH FORM DO I NEED TO COMPLETE?

Complete and submit the form (ABC-806) if you:

- are applying for a new liquor license.
- currently possess a liquor license and are applying for a **permanent change** to your existing licensed premise.
- currently possess a liquor license and are changing your location. You must also complete and submit the *ABC Liquor Licensee/Permit Business Name and/or Address Change From (ABC-22)* and submit a copy of your lease or deed.

Complete and submit the Request for Temporary Extension of Premise (ABC-816) if you:

- currently possess a liquor license and are applying for a **temporary extension** of your licensed premise.

All forms may be found on our website at: www.ksrevenue.gov/abcforms.html

INSTRUCTIONS TO COMPLETE THE REQUEST FOR PERMANENT PREMISE APPROVAL (ABC-806):

1. Check the applicable type of permanent premise approval you are requesting.
2. LICENSEE INFORMATION. Enter the licensee information requested.
3. Answer the questions. Note: A Retailer, Farm Winery, Microbrewery or Microdistillery must be at least 200 feet from a school, college or church.
4. DIAGRAM. Check the appropriate box, then draw a complete diagram of the premises for which you are seeking license approval **or** attach your drawing to the ABC-806 form, provided it is no larger than 8½ X 11.
 - a. The diagram must include **all** entrances, exits and interior doors, walls, coolers, bars, liquor storage space, kitchen, counters, sales areas, office, restrooms, etc.
 - b. The diagram must show approximate dimensions of the premise for which you are seeking approval.
 - c. If you are seeking a permanent change to the premise, indicate the currently approved premise **and** the area you wish to change.
5. ZONING. Check the appropriate license type, then take the form to the city/county clerk to complete the zoning certificate section to the form.
6. Read the statements and check the boxes that you understand, then sign and date the form.
7. Submit your completed request with the required documents, if any, to the ABC by mail, fax or email to KDOR_ABC.Licensing@ks.gov **at least 10 calendar days prior to the permanent or location change.**

CONTACT INFORMATION:

If you have questions or need assistance, please contact the ABC Licensing Unit by:

- **Phone: 785-296-7015; or,**
- **Email: KDOR_ABC.Licensing@ks.gov**

REQUEST FOR PERMANENT PREMISE APPROVAL

Check one: New License Application
 Permanent Change to Premise
 Location Change – Required ABC-22 and a copy of your lease or deed are attached.

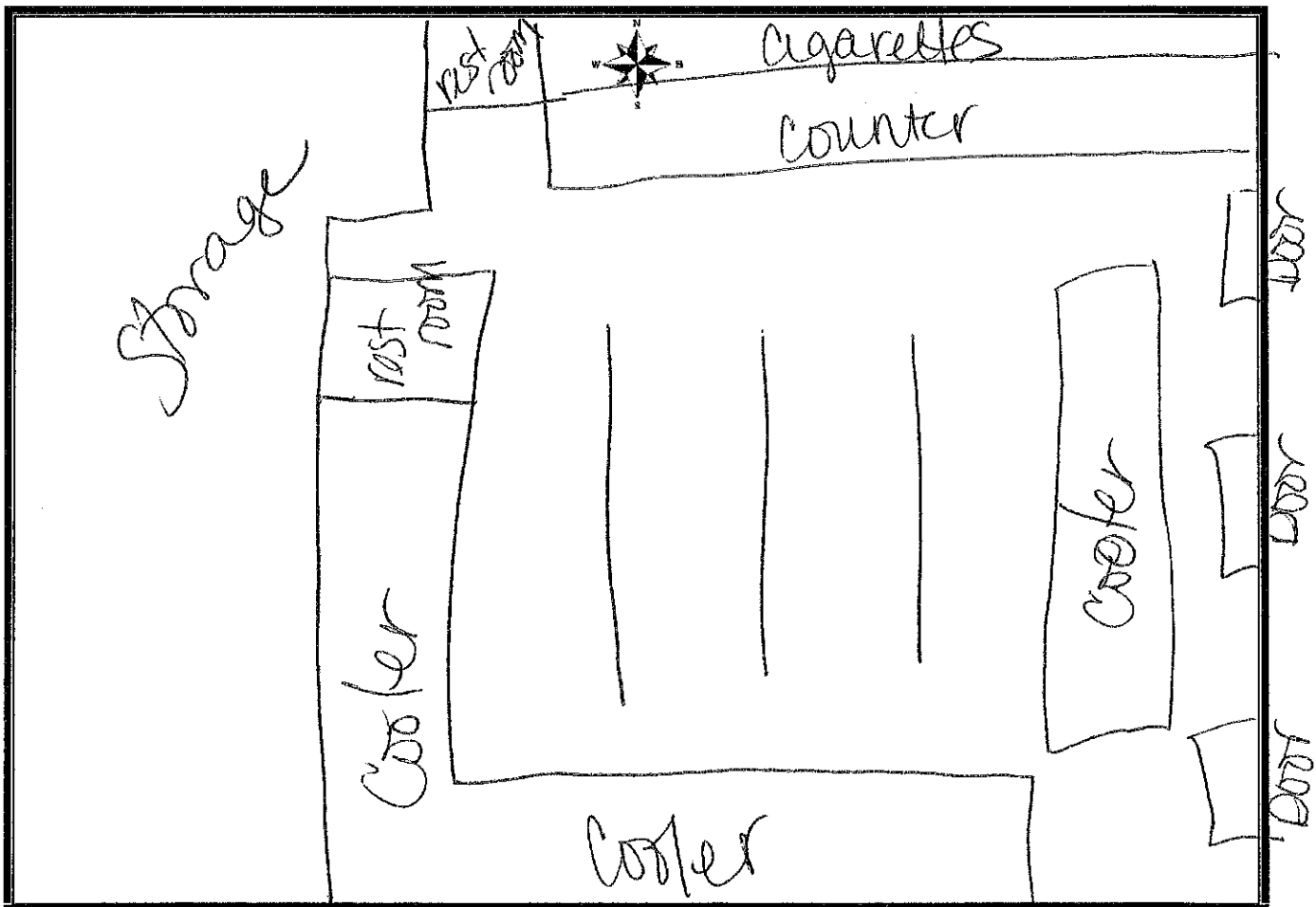
Licensee Information

Business DBA Name Luis Liquor		License Number (New License Applicant – enter your FEIN) 99-3045719	
Business Location Street Address 509 N 2nd Ave		City Mulvane	County Sedgwick
		Zip Code 67110	
Contact Phone Person Carlos Ramos		Phone Number (316) 838-3355	Email Address kathryng@valleyfloral.com
I am applying for or have a Retailer, Farm Winery, Microbrewery or Microdistillery license. If yes, is the premise at least 200 feet from a school, college or church?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
I have a Farm Winery or Producer license and am applying for an on-premise liquor license. If yes, are you a registered agritourism operator?		<input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <input type="checkbox"/> No
If yes, I have attached a copy of my registration certificate.		<input type="checkbox"/> Yes	<input type="checkbox"/> No

Diagram:

Check the appropriate box then draw a complete diagram of the premises for which you are seeking approval or attach your drawing. The diagram must include all entrances, exits and interior doors, walls, coolers, bars, liquor storage space, kitchen, counters, sales areas, office, restrooms, etc. **Architectural drawings will not be accepted.** Return the completed form to the address above.

Check one: Diagram drawn below 8½ X 11" drawing attached




Zoning:

CERTIFICATE OF CITY, TOWNSHIP OR COUNTY CLERK

License Type (applicant check one):


- | | | |
|---|--|---|
| <input type="checkbox"/> Caterer | <input type="checkbox"/> Hotel | <input type="checkbox"/> Non-Beverage User |
| <input type="checkbox"/> Distributor | <input type="checkbox"/> Hotel/Caterer | <input type="checkbox"/> Packaging/Warehousing Facility Permit |
| <input type="checkbox"/> Drinking Establishment | <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Private Club: <input type="checkbox"/> A or <input type="checkbox"/> B |
| <input type="checkbox"/> Drinking Establishment/Caterer | <input type="checkbox"/> Microbrewery | <input type="checkbox"/> Producer |
| <input type="checkbox"/> Farm Winery | <input type="checkbox"/> Microbrewery Packaging/Warehouse | <input type="checkbox"/> Public Venue |
| <input type="checkbox"/> Farm Winery Outlet | <input type="checkbox"/> Microdistillery | <input checked="" type="checkbox"/> Retailer |
| <input type="checkbox"/> Fulfillment House | <input type="checkbox"/> Microdistillery Packaging/Warehouse | <input type="checkbox"/> Special Order Shipping |

NOTICE TO CITY/COUNTY CLERK: Submission of this zoning form by the applicant to the City or County constitutes notification to the governmental entity that an application for a liquor license has been or will be received by the ABC. Should the City or County you represent desire to make any comments, suggestions or recommendations relative to the granting of or refusal to grant a license to the above-named applicant; or, the premise for which licensure is sought or to request a hearing pursuant to K.S.A. 41-318 or 41-2608, it may do so by submitting such comments, suggestions, recommendations or requests to the ABC within 10 days of the date you affix your seal to this document. You may submit your written request to the address or fax number provided at the top of the form.

I HEREBY CERTIFY THAT THE PREMISES AT <u>509 N 2nd Ave, Mulvane, 67110</u> IS:		
Location Street Address	City	Zip
(Check one box in each section below)		
CITY LIMITS: <input checked="" type="checkbox"/> Inside the incorporate city limits <input type="checkbox"/> Outside the city limits		<u>Sedgwick</u> County
New Retailer applicants only: K.S.A. 41-303 states no license shall be granted to any applicant unless:		
1. The board of county commissioners has adopted a resolution approving the issuance of a license to the location. A certified copy of such resolution must accompany the license application.		
ZONING:		
<input checked="" type="checkbox"/> located within an area that complies with all applicable zoning regulations required by K.S.A. 41-710 or K.S.A. 41-2608. Farm Wineries, Microbreweries and Microdistilleries must be zoned agricultural, commercial or business as required by K.S.A. 41-710(b); AND , Retailers, Farm Wineries or Microbreweries premises must comply with the building regulations required by K.S.A. 41-710.		
<input type="checkbox"/> located outside an incorporated city, in a township or county that is not zoned.		
<input type="checkbox"/> I acknowledge a public venue, club or drinking establishment liquor license shall be issued to a farm winery or producer licensee regardless of any local zoning regulations or other regulations if the applicant is a registered agritourism operator.		
THE CITY/COUNTY ALLOWS: <input type="checkbox"/> Basic Hours <input checked="" type="checkbox"/> Expanded Hours (Sunday sales)		
		
CLERK SIGNATURE <u>Debra M. Parker</u>	<input checked="" type="checkbox"/> City Clerk <input type="checkbox"/> Township Clerk <input type="checkbox"/> County Clerk	
PRINTED NAME <u>Debra M. Parker</u>	DATE <u>6-17-24</u>	PHONE <u>316-777-1143</u>

- I understand any changes to the approved diagram must be submitted to the ABC an approved prior to making any change and that this diagram is subject to onsite review by an ABC Enforcement Agent.
- I understand that I must maintain a copy of the approved diagram on the licensed premise and make it available for immediate inspection upon request.

Under penalties of perjury, I declare the information contained in this document a true, accurate and complete disclosure of information.



Luis Ramos

05/22/2024

Licensee Signature	Printed Name	Date
ABC Office Use Only		
<input type="checkbox"/> DIAGRAM APPROVED AS SUBMITTED <input type="checkbox"/> DIAGRAM DENIED Reason Denied:	Signature of ABC Official	Date



Mulvane, KS

Check Report

By Check Number

Date Range: 09/01/2024 - 09/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK-POOL						
10654	DONITA WOOD	09/26/2024	Manual	0.00	71.25	7563
01094	AUSTIN HOSE	09/05/2024	Regular	0.00	55.61	62453
00032	AUTOMOTIVE EQUIPMENT, INC.	09/05/2024	Regular	0.00	627.74	62454
	Void	09/05/2024	Regular	0.00	0.00	62455
00463	BERRY COMPANIES INC	09/05/2024	Regular	0.00	384.00	62456
00242	BORDER STATES ELECTRIC	09/05/2024	Regular	0.00	206.15	62457
00051	BRENNTAG SOUTHWEST, INC	09/05/2024	Regular	0.00	7,429.20	62458
00071	CENTRAL POWER SYS & SERV INC	09/05/2024	Regular	0.00	709.69	62459
00101	CHRISTOPHER DAVIS	09/05/2024	Regular	0.00	600.00	62460
00090	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	09/05/2024	Regular	0.00	5,100.00	62461
00170	CORE & MAIN	09/05/2024	Regular	0.00	2,111.35	62462
00092	COX COMMUNICATIONS	09/05/2024	Regular	0.00	630.00	62463
00122	ELLIOTT ELECTRIC SUPPLY, INC.	09/05/2024	Regular	0.00	60.89	62464
00461	EVERGY	09/05/2024	Regular	0.00	7,313.77	62465
00148	GADES SALES COMPANY, INC.	09/05/2024	Regular	0.00	260.00	62466
00149	GALAXIE BUSINESS EQUIPMENT, INC.	09/05/2024	Regular	0.00	419.16	62467
00150	GALL'S INC.	09/05/2024	Regular	0.00	221.90	62468
00152	GARNETT AUTO SUPPLY, INC.	09/05/2024	Regular	0.00	39.59	62469
	Void	09/05/2024	Regular	0.00	0.00	62470
00254	JAMES LARRY LINN, ATTY AT LAW	09/05/2024	Regular	0.00	2,000.00	62471
10391	JOY KAY WILLIAMS	09/05/2024	Regular	0.00	2,000.00	62472
00209	KANSAS GAS SERVICE	09/05/2024	Regular	0.00	452.52	62473
00217	KANSAS ONE-CALL SYSTEM, INC.	09/05/2024	Regular	0.00	349.20	62474
10326	Konica Minolta Premier Finance	09/05/2024	Regular	0.00	626.57	62475
00252	LIFE-ASSIST, INC.	09/05/2024	Regular	0.00	1,465.73	62476
00257	LOWES BUSINESS ACCOUNT	09/05/2024	Regular	0.00	1,674.87	62477
	Void	09/05/2024	Regular	0.00	0.00	62478
00087	M6 CONCRETE ACCESSORIES	09/05/2024	Regular	0.00	1,934.96	62479
09913	MABCD	09/05/2024	Regular	0.00	6,118.38	62480
01219	MERIDIAN ANALYTICAL LABS LLC	09/05/2024	Regular	0.00	80.00	62481
00285	MULVANE EDUCATION FOUNDATION	09/05/2024	Regular	0.00	1,100.00	62482
10091	MULVANE REC CENTER	09/05/2024	Regular	0.00	495.00	62483
10349	NATHAN WERTH	09/05/2024	Regular	0.00	915.02	62484
00302	NATIONAL SIGN COMPANY, INC	09/05/2024	Regular	0.00	309.49	62485
00323	PETTY CASH-CITY OF MULVANE	09/05/2024	Regular	0.00	1,636.10	62486
00437	PS ENTERPRISES LLC	09/05/2024	Regular	0.00	95.11	62487
10461	QUADIENT FINANCE USA, INC.	09/05/2024	Regular	0.00	300.00	62488
10175	RENO COUNTY HISTORICAL SOCIETY	09/05/2024	Regular	0.00	225.00	62489
00112	RK BLACK INC	09/05/2024	Regular	0.00	38.36	62490
00104	RODNEY L SCHUMOCK	09/05/2024	Regular	0.00	315.00	62491
10306	RUUD CONCRETE LLC	09/05/2024	Regular	0.00	2,937.00	62492
00362	S & D EQUIPMENT CO. INC	09/05/2024	Regular	0.00	256.25	62493
10630	SMITH CONSTRUCTION CO., INC	09/05/2024	Regular	0.00	23,760.00	62494
00401	STANION WHOLESALE ELECTRIC CO INC OF	09/05/2024	Regular	0.00	14.57	62495
10170	THE SHERWIN-WILLIAMS CO.	09/05/2024	Regular	0.00	301.18	62496
10664	TWIN VALLEY TELEPHONE INC	09/05/2024	Regular	0.00	612.04	62497
01007	UTILITY HELPNET INC	09/05/2024	Regular	0.00	2,321.79	62498
00442	VANCE BROTHERS, INC.	09/05/2024	Regular	0.00	14,195.60	62499
00443	VERIZON WIRELESS	09/05/2024	Regular	0.00	160.04	62500
00459	WESCO	09/05/2024	Regular	0.00	180.00	62501
10466	WESTLAKE HARDWARE INC	09/05/2024	Regular	0.00	15.78	62502
00094	WICHITA WATER CONDITIONING, INC.	09/05/2024	Regular	0.00	127.00	62503
10658	WSU PUBLIC POLICY & MANAGEMENT CENTER	09/05/2024	Regular	0.00	5,197.50	62504
00481	ZEP MFG. CO.	09/05/2024	Regular	0.00	1,053.89	62505

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Date Range: 09/01/2024 - 09/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00005	AAA PORTABLE SERVICES, LLC	09/12/2024	Regular	0.00	4,115.03	62509
01041	ALL COVERED	09/12/2024	Regular	0.00	6,798.48	62510
10493	AMAZON	09/12/2024	Regular	0.00	392.57	62511
10672	AMR DIESEL PERFORMANCE AND REPAIR	09/12/2024	Regular	0.00	3,064.36	62512
01118	BEST SUPPLY CO. INC	09/12/2024	Regular	0.00	280.66	62513
00043	BIG TOOL STORE LLC	09/12/2024	Regular	0.00	334.00	62514
10494	BTAC HOLDING CORP	09/12/2024	Regular	0.00	1,477.06	62515
10499	CENTER POINT, INC.	09/12/2024	Regular	0.00	147.42	62516
00182	CHRISTOPHER HOLZMAN, ATTY AT LAW	09/12/2024	Regular	0.00	450.00	62517
00092	COX COMMUNICATIONS	09/12/2024	Regular	0.00	3,486.71	62518
10204	EMBLEM ENTERPRISES INC	09/12/2024	Regular	0.00	37.60	62519
00130	EXCELSIOR BLOWER SYSTEMS, INC	09/12/2024	Regular	0.00	1,340.18	62520
00134	FAMILY MEDCENTERS PA	09/12/2024	Regular	0.00	237.00	62521
10348	FLEXIBLE BENEFIT SERVICE CORPORATION	09/12/2024	Regular	0.00	425.00	62522
00142	FLUID EQUIPEMNET INC	09/12/2024	Regular	0.00	15,622.30	62523
00145	FOUR STATE MAINTENANCE SUPPLY INC	09/12/2024	Regular	0.00	141.08	62524
00150	GALL'S INC.	09/12/2024	Regular	0.00	252.95	62525
00152	GARNETT AUTO SUPPLY, INC.	09/12/2024	Regular	0.00	1,046.46	62526
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	09/12/2024	Regular	0.00	131.19	62527
00438	HD SUPPLY, INC.	09/12/2024	Regular	0.00	891.98	62528
10218	INTERLINGUAL INTERPRETING SERVICES	09/12/2024	Regular	0.00	139.12	62529
10465	JUMPSTART	09/12/2024	Regular	0.00	1,685.08	62530
10552	KONICA MINOLTA BUSINESS SOLUTIONS	09/12/2024	Regular	0.00	547.46	62531
10312	LEXIPOL, LLC	09/12/2024	Regular	0.00	3,504.06	62532
10645	LUXURY LAWN & LANDSCAPING LLC	09/12/2024	Regular	0.00	240.00	62533
10022	MIDWEST MOTOR SUPPLY CO. INC	09/12/2024	Regular	0.00	201.25	62534
10500	MIDWEST TAPE, LLC.	09/12/2024	Regular	0.00	50.23	62535
00281	MULVANE ANIMAL CLINIC, LLC	09/12/2024	Regular	0.00	61.00	62536
00283	MULVANE COOPERATIVE UNION	09/12/2024	Regular	0.00	3,246.97	62537
00283	MULVANE COOPERATIVE UNION	09/12/2024	Regular	0.00	7,446.42	62538
10185	NATIONAL SCREENING BUREAU	09/12/2024	Regular	0.00	48.00	62539
00307	O'REILLY AUTO ENTERPRISES LLC	09/12/2024	Regular	0.00	470.98	62540
00458	PHILIP L. WEISER	09/12/2024	Regular	0.00	600.00	62541
00437	PS ENTERPRISES LLC	09/12/2024	Regular	0.00	62.39	62542
00340	QUILL CORPORATION	09/12/2024	Regular	0.00	498.12	62543
00379	SEDGWICK CO DIVISION OF FINANC	09/12/2024	Regular	0.00	2,503.99	62544
09928	SOUTH CENTRAL COMMERCIAL MECHANICAL,	09/12/2024	Regular	0.00	861.82	62545
00401	STANION WHOLESALE ELECTRIC CO INC OF	09/12/2024	Regular	0.00	889.70	62546
00003	TRENTON BREESE	09/12/2024	Regular	0.00	540.00	62547
00443	VERIZON WIRELESS	09/12/2024	Regular	0.00	1,123.23	62548
10183	WASTE MANAGEMENT	09/12/2024	Regular	0.00	1,236.37	62549
10466	WESTLAKE HARDWARE INC	09/12/2024	Regular	0.00	34.99	62550
00094	WICHITA WATER CONDITIONING, INC.	09/12/2024	Regular	0.00	281.50	62551
10674	LUSIA AYALA VEGA	09/12/2024	Regular	0.00	7,900.00	62552
00015	ALTEC INDUSTRIES, INC.	09/19/2024	Regular	0.00	438.67	62553
00153	ARIENS SPECIALTY BRANDS LLC	09/19/2024	Regular	0.00	204.95	62554
00043	BIG TOOL STORE LLC	09/19/2024	Regular	0.00	225.00	62555
00051	BRENNTAG SOUTHWEST, INC	09/19/2024	Regular	0.00	3,051.00	62556
00071	CENTRAL POWER SYS & SERV INC	09/19/2024	Regular	0.00	570.00	62557
00073	CENTRAL RESTAURANT PRODUCTS	09/19/2024	Regular	0.00	136.54	62558
00170	CORE & MAIN	09/19/2024	Regular	0.00	144.00	62559
10223	CRH COFFEE INC	09/19/2024	Regular	0.00	224.70	62560
00103	DE LAGE LANDEN INC	09/19/2024	Regular	0.00	77.44	62561
10676	DEBRA L CRUM	09/19/2024	Regular	0.00	260.00	62562
00124	EMERGENCY FIRE EQUIPMENT INC.	09/19/2024	Regular	0.00	1,171.89	62563
10625	EMPAC INC.	09/19/2024	Regular	0.00	635.10	62564
00152	GARNETT AUTO SUPPLY, INC.	09/19/2024	Regular	0.00	83.47	62565
	Void	09/19/2024	Regular	0.00	0.00	62566
00160	GRAINGER, W.W. INC.	09/19/2024	Regular	0.00	485.54	62567
09929	HATCHETT DEVLIN AUTOMOTIVE GROUP, INC.	09/19/2024	Regular	0.00	383.79	62568
10523	JIM'S TIRE & AUTO SERVICE, INC.	09/19/2024	Regular	0.00	1,155.96	62569

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Date Range: 09/01/2024 - 09/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00220	KANSAS POWER POOL	09/19/2024	Regular	0.00	387,498.75	62570
00226	KANSAS STATE TREASURER	09/19/2024	Regular	0.00	2,186.80	62571
00226	KANSAS STATE TREASURER	09/19/2024	Regular	0.00	1,291.71	62572
00233	KANSASLAND TIRE CO. INC.	09/19/2024	Regular	0.00	18,674.98	62573
00140	KENNETH FLEMING	09/19/2024	Regular	0.00	390.00	62574
00243	KROGER-DILLONS CUSTOMER CHARGE	09/19/2024	Regular	0.00	213.96	62575
00247	LABORATORY CORP OF AMERICA HOLDINGS	09/19/2024	Regular	0.00	22.85	62576
00252	LIFE-ASSIST, INC.	09/19/2024	Regular	0.00	2,912.40	62577
09941	MCCULLOUGH EXCAVATION, INC.	09/19/2024	Regular	0.00	123,435.00	62578
00266	MCKEE CLEAR SERVICE SOLUTIONS INC	09/19/2024	Regular	0.00	50.00	62579
01219	MERIDIAN ANALYTICAL LABS LLC	09/19/2024	Regular	0.00	984.00	62580
00357	MICHAEL J. ROBINSON	09/19/2024	Regular	0.00	605.70	62581
10349	NATHAN WERTH	09/19/2024	Regular	0.00	3,578.00	62582
00302	NATIONAL SIGN COMPANY, INC	09/19/2024	Regular	0.00	103.56	62583
01122	OMAHA TRUCK CENTER COMPANY INC	09/19/2024	Regular	0.00	3,387.53	62584
00310	OMNI SERVICES GROUP LLC	09/19/2024	Regular	0.00	1,743.77	62585
10371	PB PARENT HOLDCO, LP	09/19/2024	Regular	0.00	21.44	62586
09985	PETER A. MACKINNEY	09/19/2024	Regular	0.00	3,100.00	62587
00437	PS ENTERPRISES LLC	09/19/2024	Regular	0.00	13.47	62588
00340	QUILL CORPORATION	09/19/2024	Regular	0.00	478.31	62589
00366	SAFETY PLUS FIRST AID & SAFETY INC	09/19/2024	Regular	0.00	114.97	62590
00379	SEDGWICK CO DIVISION OF FINANC	09/19/2024	Regular	0.00	63.00	62591
00407	SUMNER CO. SHERIFF	09/19/2024	Regular	0.00	2,280.00	62592
00007	THE ACTIVE AGE	09/19/2024	Regular	0.00	100.00	62593
00369	THE SALINA SUPPLY COMPANY	09/19/2024	Regular	0.00	1,200.00	62594
10466	WESTLAKE HARDWARE INC	09/19/2024	Regular	0.00	83.04	62595
00094	WICHITA WATER CONDITIONING, INC.	09/19/2024	Regular	0.00	43.94	62596
00482	ZOLL MEDICAL CORP.	09/19/2024	Regular	0.00	1,572.76	62597
00012	AIRGAS USA, INC.	09/26/2024	Regular	0.00	136.37	62606
00022	APAC-KANSAS, INC., - SHEARS DIVISION	09/26/2024	Regular	0.00	1,206.96	62607
01094	AUSTIN HOSE	09/26/2024	Regular	0.00	246.74	62608
00463	BERRY COMPANIES INC	09/26/2024	Regular	0.00	196.69	62609
00075	CHENEY DOOR CO., INC.	09/26/2024	Regular	0.00	552.00	62610
00182	CHRISTOPHER HOLZMAN, ATTY AT LAW	09/26/2024	Regular	0.00	600.00	62611
00170	CORE & MAIN	09/26/2024	Regular	0.00	291.87	62612
10223	CRH COFFEE INC	09/26/2024	Regular	0.00	145.00	62613
10343	ENVIRO-LINE CO. INC	09/26/2024	Regular	0.00	8,421.81	62614
00461	EVERGY	09/26/2024	Regular	0.00	700.38	62615
00150	GALL'S INC.	09/26/2024	Regular	0.00	4,677.51	62616
00164	HAJOCA CORPORATION	09/26/2024	Regular	0.00	163.72	62617
00233	KANSASLAND TIRE CO. INC.	09/26/2024	Regular	0.00	5,759.64	62618
10552	KONICA MINOLTA BUSINESS SOLUTIONS	09/26/2024	Regular	0.00	375.72	62619
10326	Konica Minolta Premier Finance	09/26/2024	Regular	0.00	139.30	62620
00252	LIFE-ASSIST, INC.	09/26/2024	Regular	0.00	2,269.94	62621
01219	MERIDIAN ANALYTICAL LABS LLC	09/26/2024	Regular	0.00	217.00	62622
10301	MIKE C MARTIN	09/26/2024	Regular	0.00	483.75	62623
09979	MULVANE COMMUNITY FOUNDATION, INC	09/26/2024	Regular	0.00	88.23	62624
00291	MULVANE PUBLIC LIBRARY	09/26/2024	Regular	0.00	160,000.00	62625
00302	NATIONAL SIGN COMPANY, INC	09/26/2024	Regular	0.00	522.13	62626
00458	PHILIP L. WEISER	09/26/2024	Regular	0.00	300.00	62627
00437	PS ENTERPRISES LLC	09/26/2024	Regular	0.00	101.09	62628
00340	QUILL CORPORATION	09/26/2024	Regular	0.00	533.76	62629
00320	R.E. PEDROTTI COMPANY, INC	09/26/2024	Regular	0.00	410.40	62630
01167	RED EQUIPMENT, LLC	09/26/2024	Regular	0.00	750.20	62631
10306	RUUD CONCRETE LLC	09/26/2024	Regular	0.00	864.50	62632
10605	SNAP-ON INCORPORATED	09/26/2024	Regular	0.00	249.75	62633
00397	T-MOBILE	09/26/2024	Regular	0.00	264.85	62634
00423	TRIPLETT WOOLF & GARRETSON LLC	09/26/2024	Regular	0.00	9,776.50	62635
00442	VANCE BROTHERS, INC.	09/26/2024	Regular	0.00	14,155.85	62636
00459	WESCO	09/26/2024	Regular	0.00	1,640.00	62637
00462	WESTFALL ELECTRIC INC.	09/26/2024	Regular	0.00	1,124.47	62638

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Date Range: 09/01/2024 - 09/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00078	CITY OF AUGUSTA	09/19/2024	Bank Draft	0.00	31,233.54	DFT0003932
00196	INTRUST CARD CENTER	09/19/2024	Bank Draft	0.00	6,074.08	DFT0003933
00046	BLUE CROSS AND BLUE SHIELD	09/06/2024	Bank Draft	0.00	11,110.62	DFT0003934
00046	BLUE CROSS AND BLUE SHIELD	09/13/2024	Bank Draft	0.00	4,064.41	DFT0003935
00046	BLUE CROSS AND BLUE SHIELD	09/20/2024	Bank Draft	0.00	10,709.17	DFT0003936

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	252	171	0.00	957,041.83
Manual Checks	1	1	0.00	71.25
Voided Checks	0	4	0.00	0.00
Bank Drafts	44	5	0.00	63,191.82
EFT's	0	0	0.00	0.00
	297	181	0.00	1,020,304.90

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Date Range: 09/01/2024 - 09/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PYBNK-PAYROLL-POOL						
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	09/13/2024	Regular	0.00	78.46	62507
01016	KANSAS PAYMENT CENTER	09/13/2024	Regular	0.00	504.45	62508
00079	CITY OF MULVANE	09/19/2024	Regular	0.00	2,296.54	62598
00106	DELTA DENTAL OF KANSAS	09/19/2024	Regular	0.00	5,171.79	62599
00408	SURENCY LIFE & HEALTH	09/19/2024	Regular	0.00	719.19	62600
01012	AFLAC	09/27/2024	Regular	0.00	316.29	62601
01013	AFLAC GROUP INSURANCE	09/27/2024	Regular	0.00	854.62	62602
10395	CARL B DAVIS, CHAPTER 13 TRUSTEE	09/27/2024	Regular	0.00	78.46	62603
01016	KANSAS PAYMENT CENTER	09/27/2024	Regular	0.00	504.45	62604
01022	LEGAL SHIELD	09/27/2024	Regular	0.00	422.60	62605
01021	KPERS	09/13/2024	Bank Draft	0.00	22,489.20	DFT0003915
01021	KPERS	09/13/2024	Bank Draft	0.00	11,568.16	DFT0003916
01026	IRS	09/13/2024	Bank Draft	0.00	26,350.46	DFT0003917
01026	IRS	09/13/2024	Bank Draft	0.00	18,792.78	DFT0003918
01031	KANSAS DEPT OF REVENUE	09/13/2024	Bank Draft	0.00	9,927.72	DFT0003919
01026	IRS	09/13/2024	Bank Draft	0.00	6,162.66	DFT0003920
01021	KPERS	09/27/2024	Bank Draft	0.00	616.65	DFT0003938
01021	KPERS	09/27/2024	Bank Draft	0.00	21,752.26	DFT0003939
01021	KPERS	09/27/2024	Bank Draft	0.00	10,687.94	DFT0003940

Bank Code PYBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	20	10	0.00	10,946.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	9	9	0.00	128,347.83
EFT's	0	0	0.00	0.00
	29	19	0.00	139,294.68

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	272	181	0.00	967,988.68
Manual Checks	1	1	0.00	71.25
Voided Checks	0	4	0.00	0.00
Bank Drafts	53	14	0.00	191,539.65
EFT's	0	0	0.00	0.00
	326	200	0.00	1,159,599.58

Fund Summary

Fund	Name	Period	Amount
999	Pool Cash Fund	9/2024	1,159,599.58
			<u>1,159,599.58</u>

Approved	_____
Date	_____