

MULVANE CITY COUNCIL
REGULAR MEETING AGENDA
Monday February 2, 2026

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Call Regular Meeting to Order	
Roll Call	
Pledge of Allegiance	
Approval of Regular Meeting Minutes dated January 21, 2026	2-5
Correspondence	
Public Comments (State Name and Address – 5 minutes)	
Appointments, Awards and Citations	
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2. City Utility Bills for December - \$21,224.63	
3. Amendment to City's Cafeteria Plan	
 ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:	
Next City Council Meeting – Wednesday, February 18, 2026 – 6:00 p.m.	
 ADJOURNMENT:	

**MULVANE CITY COUNCIL
REGULAR MEETING MINUTES
UNAPPROVED/DRAFT**

January 21, 2026

6:00 p.m.

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

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

OTHERS PRESENT: Austin St. John, Debbie Parker, J. T. Klaus, Joel Pile, Mike Robinson, Andrea Walker, Phillip Dumesnil, Sherry Leach, Aaron Palmer, Kande Jones, Jason Jones, Samantha Wheeler, and other interested citizens.

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

APPROVAL OF REGULAR MEETING MINUTES:

MOTION by Leach, second by Huntley to approve the Regular meeting minutes dated January 5, 2026.

MOTION approved unanimously.

CORRESPONDENCE: None

PUBLIC COMMENTS: None

APPOINTMENTS, AWARDS AND CITATIONS:

1. Appointment of City Council President:

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

Mayor Allen requested the continuation of Grant Leach as Council President.

MOTION by Huntley, second by Gerber to nominate Grant Leach as President of the City Council. MOTION approved unanimously.

OLD BUSINESS
None

NEW BUSINESS

1. Property Concerns Regarding 120 W. Blair:

The resident of 120 W. Blair, Andrea Walker, expressed concerns regarding the property. Walker addressed permitting, inspection, potential hazards, and enforcement matters related to the property. Walker asked about enforcement when potential hazards or violations are reported.

Walker feels there is a gap in enforcement and accountability which impacts occupants and is asking for improved tracking of failed or void permits to prevent a certificate of occupancy from being issued when unresolved issues remain. Walker would like to know the policies, procedures, fines, and/or penalties for unresolved issues. City Attorney, J.T. Klaus, advised that the City does not have a Maintenance Code and explained the history behind the agreement with Sedgwick County, through the MABCD, to provide code inspection and enforcement of building, electrical, mechanical, and plumbing codes. Klaus advised that MABCD has enforcement rights in Sedgwick County. The homeowner/landlord is responsible for providing a safe and habitable premises.

City staff have been communicating with MABCD regarding the property. MABCD indicated that a certificate of occupancy was issued July 11, 2025, but later discovered that the final inspection was cancelled and the certificate of occupancy was never actually issued. The City has contacted the property owner to advise that the home is being illegally occupied. The property owner has a determined amount of time to have any remaining work completed and have a satisfactory final inspection and a valid certificate of occupancy issued.

Walker would like to have a third party inspect her home to determine what may need fixed, since there seems to be inconsistencies with MABCD inspectors involving the current contractor. MABCD is investigating the situation and has suspended the permit and contractor's license until a determination can be made. City staff advised that permits will no longer be issued to the contractor until MABCD has completed their investigation and determined an outcome.

Walker also had concerns about construction debris in Styx Creek behind her home and erosion of the sides of the creek and asked about stabilization. The City does not own the creek, so any clean-up would be the responsibility of the property owner. City Attorney, J.T. Klaus, recommended contacting City Engineer, Chris Young, regarding any issues with Styx Creek since this is a regulated FEMA Floodway. The City would need to obtain easements from property owners in order to assist with any cleanup or stabilization efforts. It was advised that any utility lines would be buried in conduit or in casing deep under the creek, so there would be no immediate concern regarding utility infrastructure.

City staff were instructed to contact MABCD and have them explain what has occurred and how it will be resolved with assurances it will not happen again. City staff will contact City Engineer, Chris Young, for recommendations regarding Styx Creek. City staff will keep Andrea Walker advised of any information provided.

2. Resolution Authorizing Benefit District Hearing:

City Attorney, J.T. Klaus, reviewed this item with the council. The improvements at Harvest Point Addition and Emerald Valley 2nd Addition have been completed. The final costs and proposed assessments have been prepared for consideration and approval by the City Council. The next step of the financing process is to (a) approve the total final costs and proposed assessments for the improvements and (b) call a public hearing to receive complaints or objections to the proposed special assessments. A Notice of Public Hearing will be published in the official city newspaper.

The City is required to hold a Public Hearing for the proposed assessments and notify all property owners in the benefit district of the hearing. The Public Hearing will be held February 18, 2026 at 6:00 p.m. and City Hall.

MOTION by Gerber, second by Westfall to accept and approve the total final costs and proposed assessments for the Improvements.

MOTION approved unanimously.

MOTION by Gerber, second by Huntley to adopt Resolution No. 2026-2 setting the date, time, and place of the public hearing and providing for the publication of the notice of public hearing in the required newspaper and the mailing of the notice of public hearing to the property owners in the benefit district.

MOTION approved unanimously.

RESOLUTION NO. 2026-2

A RESOLUTION SETTING THE DATE, TIME AND PLACE FOR A PUBLIC HEARING TO RECEIVE AND HEAR COMPLAINTS AND OBJECTIONS TO THE PROPOSED SPECIAL ASSESSMENTS FOR THE CONSTRUCTION OF CERTAIN IMPROVEMENTS IN THE CITY, AS HERETOFORE AUTHORIZED BY RESOLUTION NO. 2023-5, AS AMENDED BY RESOLUTION NO. 2024-3 AND RESOLUTION NO. 2024-4; DIRECTING PUBLICATION OF A NOTICE OF PUBLIC HEARING; AND FURTHER DIRECTING THE MAILING OF A NOTICE OF HEARING AND STATEMENT OF COSTS PROPOSED TO BE ASSESSED TO EACH AND ALL OF THE PROPERTY OWNERS LIABLE FOR SUCH SPECIAL ASSESSMENTS.

ENGINEER

1. Project Review and Update:

Main "A" Sanitary Sewer Improvements Phase 4 – Approx. 2,466 LF of sanitary sewer line has been installed, including the boring and steel encasement under K-15. Some site restoration has been completed in Ralph Bell Park.

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

CITY STAFF

City Clerk: None

City Administrator:

1. December Finance Report: City Administrator, Austin St. John, reviewed the December Finance Report with the council.

City Attorney:

1. Termination and Release of Option Agreement: City Attorney, J.T. Klaus, advised that Kansas Secured Title contacted City Hall needing a Termination and Release of Option Agreement

for the property at 920 Sapphire Lane. Klaus explained the reason for the Option Agreement which was drafted in 2017. Although the Option Agreement with Suburban Land Development expired in 2020, and is no longer needed, the Title Co. is still requesting the release. The document has been drafted and is ready for council consideration. The preparation/review fee of \$300 will be included in the closing costs.

MOTION by Huntley, second by Westfall to authorize the Mayor to execute the Termination and Release of the expired Option Agreement.

MOTION approved unanimously.

CONSENT AGENDA ITEMS:

MOTION by Leach , second by Westfall to approve consent agenda items 1-3.

1. Payroll Dated 1/16/26 - \$276,429.95
2. Law Enforcement Supplement Policy Renewal with Lexipol - \$13,137.26
3. December Warrant Register - \$1,638,346.68

MOTION approved unanimously.

ANNOUNCEMENTS, MEETINGS, AND NEXT AGENDA ITEMS:

CIP Workshop – Monday, January 26, 2026 – 6:00 p.m. at the Senior Center.

Next City Council Meeting – Monday, February 2, 2026 – 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 7:04 p.m.

Minutes by:

Debra M. Parker, City Clerk

Minutes approved by the City Council _____.

Agenda Section: _____

CITY COUNCIL MEETING
Date: 2.2.2026

TO: Mayor and City Council
SUBJECT: CDBG Downtown ADA Project
FROM: Ranson Financial
ACTION: Motion to sign CDBG Contract

Background:

The City of Mulvane and the Mulvane Foundation worked Ranson Financial and PEC to prepare Preliminary Engineering Report and cost estimates for phase for a Downtown ADA accessibility Improvement application to CDBG. Cities and Counties are the only ones who can apply for CDBG. Mulvane Foundation has requested the city partner with them on this application.

CDBG Grant has been awarded in the amount of \$181,205.

Recommended Action

1. Motion to approve Mayor and City Clerk to sign and seal CDBG Grant contract and attachments.

Attachments:

CDBG Grant Award Letter #25-PF-034

CDBG Grant Contract

Policy Regarding Sexual Harassment

Certification of Company not Currently Engaged In the Procurement or Obtainment of Certain Equipment, Services, or Systems

Certification of Company not currently engaged in a boycott of goods or services from Israel

December 19, 2025

The Honorable Brent Allen
Mayor, City of Mulvane
211 North 2nd Avenue
Mulvane, KS 67110

RE: Award/Condition Letter for CDBG Grant No. 25-PF-034 Contract

Dear Mayor Allen:

On behalf of Governor Laura Kelly, I am pleased to award the City of Mulvane a grant of \$181,205 through the Kansas Small Cities Community Development Block Grant program. Added to the local contribution of \$20,134, the total estimated project cost will be \$201,339. This award will provide a portion of the needed funding for your ADA improvement project.

A Grantee Workshop will be held via Zoom for public entities awarded funds. The Grantee is required to attend the entire training to receive instructions on how to begin the grant administration process and will need to have one person from the City to represent them. The workshop will be held Tuesday, January 20, 2026, from 1:00 p.m. to 3:00 p.m. You can sign up for the workshop at this link: [CDBG Grantee Workshop Sign Up](#).

The CDBG funds awarded to you are contingent upon the State's receipt of funding from the U.S. Department of Housing and Urban Development. Representatives from Commerce will contact you soon to guide you through the steps required to finalize the contract between the City and the State. Please note that this award is subject to the successful fulfillment of all applicable contractual requirements.

The official start date for this award is **February 1, 2026**. Please note that this Award/Condition Letter is part of the CDBG contract and should be reviewed in detail.

Neither the Grantee nor any of their representatives or contractors including public or private nonprofits or for-profit entities may commit HUD assistance to the project or a project activity until Commerce has approved the Grantee's request for the release of funds and environmental certification. Further, no Grantee or their representatives or contractors may commit non-HUD funds for an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. Examples of choice limiting activities include acquisition of real property, demolition, construction, conversion, leasing, repair or rehabilitation activities. Environmental reviews shall begin after the grant award date and must be cleared within six months from that date. Be aware that should a contract not be executed with the State, any cost incurred toward a project will be borne by the Grantee.

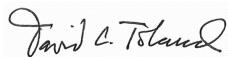
The Honorable Brent Allen
Mayor, City of Mulvane
December 19, 2025
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The project's construction contract must be awarded within one year from the contract start date of February 1, 2026. Failure to meet the construction contract deadline or any other program timelines may result in withdrawal of the grant.

We look forward to assisting you in implementing this project. If you have any questions related to this award, please contact Jason Teal of the CDBG staff at (785) 379-1868.

The Community Development Block Grant program has been successful in meeting community needs for more than 35 years. Congratulations on developing a fine project that will help your community prosper!

Sincerely,



David C. Toland
Lt. Governor/Secretary of Commerce

DT:GE:cav

STATE OF KANSAS
DEPARTMENT OF COMMERCE
GRANT AGREEMENT NO. 25-PF-034
City of Mulvane

I. Grant Agreement

- A. This Grant Agreement (the “Agreement”) is between the State of Kansas, Department of Commerce (the “Department”) and the **City of Mulvane**, Kansas, (the “Grantee”). The following documents are hereby incorporated by reference into this Agreement: 1.) Condition Letter, Attachment A, 2.) Federal Conditions, Attachment B, 3.) the Grantee’s Approved Project Application dated **DECEMBER 19, 2025**, Attachment C, and 4.) the Grantee Handbook, Attachment D, located at <https://www.kansascommerce.gov/wp-content/uploads/2024/11/2024-GRANTEE-HANDBOOK-10-29-2024-update.pdf>.

II. Authority

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended, 42 USC 5301 et. seq., (the “the Federal Act”). As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the Community Development Block Grants federal program.
- B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee’s Community Development project as described in the Approved Project Application (the “Project”).
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

III. Description of Activities

The Grantee agrees to complete the Project or cause to be performed, the work required to complete the Project.

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on **FEBRUARY 1, 2026**, (the “Commencement Date”) and shall be complete on **JANUARY 31, 2028** (the “Completion Date”) except those activities required for close-out and final audit.

V. Compensation

- A. In consideration of the Grantee’s satisfactory performance of the work required under this Agreement and the Grantee’s compliance with the terms of this Agreement, the Department shall provide the Grantee an amount not to exceed **\$181,205** in Community Development Block Grant funds (the “Grant Funds”). The Grantee shall use the Grant Funds for the Project in accordance with the activities listed and budgeted in the Approved Project Application and the Contract Project Budget Form.
- B. In addition, the Grantee shall provide **\$20,134** in other sources of funds to the Project (the “Matching Funds”) and such funds shall be used by the Grantee in accordance with the activities and budget on the Approved Project Application.
- C. Any additional funds required to complete the Project set forth in this Agreement that exceed the Grant Funds amount will be the sole responsibility of the Grantee.
- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from state revenues.
- E. It is hereby agreed that the Grant Funds committed to be provided by the Department are conditioned upon the availability and use of the Matching Funds. In the event any portion of the Matching Funds required to be provided by the Grantee pursuant to subsection (B) of this section are not made available or are not used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the Grant Funds to be provided to the Grantee.
- F. The Grantee shall not anticipate future funding from the Department beyond the terms of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the Completion Date.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the State of Kansas and its officers and employees from any liabilities, claims, suits, judgments, and damages arising because of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. Obligations of Grantee

- A. All the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the Federal Act. Any contracts entered into by the Grantee and other third parties to complete the Project may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the Federal Conditions, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the Project being funded under this Agreement.
- D. The Grantee shall require any third party to comply with all federal requirements as described in the Federal Conditions, and any other applicable federal and state requirements necessary to ensure that the Project is carried out and completed in accordance with this Agreement and the Federal Act.
- E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the Condition Letter.

VIII. Program Costs

- A. The Grantee may only incur Project costs that are reasonable and necessary and are allowable under the Department's procedures as described in the Grantee Handbook (the "Department's Procedures") and under 2 CFR Part 200. Any Project costs not specifically authorized in the Approved Project Application may only be incurred after receiving written approval by the Department.
- B. Matching Funds must adhere to the criteria as described in the Department's Procedures.
- C. The total "CDBG Funds" expended for "Administration" shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this Agreement.
- D. The Grantee shall not incur costs associated with the Project until the Environmental Review has been completed and the Department has issued the "Notice of Release of Funds."
- E. Any activities performed by the Grantee in relation to the Project in the period between notification of award and the Commencement Date shall be performed at the sole risk of the Grantee. In the event this Agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with the Project, or to otherwise pay for any Project costs incurred during such period. However, upon execution of this Agreement, Project costs incurred during the period of performance shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. The Grant Award may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. The Department may review all Project costs incurred by the Grantee and all payments made at any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are not described in the Approved Project Application and shall inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

IX. Requisition of Grant Funds

- A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than once a week or in amounts less than \$3,000 and in no more than \$200,000. Requisitions greater than \$200,000 must be pre-approved by the Department.
- B. The Grantee shall establish procedures to ensure that the Grant Funds received through requisition process shall be expended within three (3) business days of receipt of the funds in the Grantee depository account.
- C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- D. Amounts withheld from a contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

X. Depositories for Program Funds

- A. The Grantee shall maintain a Grantee depository account that is a separate account for money received under the Community Development Program (the "Program"). The only funds that shall be included in this account are:
 1. The Grant Funds received from the Department.
 2. Program income earned through Program activities.
- B. Any interest earned on the Grant Funds shall be remitted to the Department for subsequent return to the United States Treasury.

XI. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Program.
- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
 1. Maintenance of separate accounting records and source documentation for the Program;
 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
 3. Establishment of records of budgets and expenditures for each approved Program project;
 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 5. Provision of financial status reports in the form specified by the Department;
 6. Compliance with the audit requirements under 2 CFR Part 200, Subpart F; and
 7. Consistency with generally accepted accounting principles unless a waiver of GAAP has been received by the Grantee from the Department.

XII. Monitoring and Reporting

- A. The Grantee shall monitor the activities of the Project, including those of contractors and subcontractors, to assure that all Program requirements are being met.
- B. The Grantee shall submit Quarterly Progress Reports to the Department on or before ten (10) days after the end of each quarter. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Progress Report no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of this Agreement.

XIII. Procurement Procedures

- A. The Grantee shall use established local procurement procedures which reflect applicable federal, State, and local laws, rules and regulations.
- B. In accordance with the procurement requirements of the Department's Procedures, the Grantee will give opportunity for free, open, and competitive bidding for each contract to be let by the Grantee that is (a) for more than \$25,000 and (b) for installation, construction, reconstruction, demolition, removal or site improvement work, or other similar work as part of the Program unless the local procurement policy is stricter. Procurement of goods and services procured only with local funds shall be governed by local procurement policies and as further described in the Department's Procedures.
- C. In accordance with the procurement requirements of the Department's Procedures, the Grantee shall follow the "competitive negotiations" requirements for the procurement of consultants and other professional services. The Grantee shall follow Small Purchases requirements for the procurement of supplies or services with costs under \$25,000, including soliciting three quotes from potential vendors.
- D. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered in support of the Project. These include but are not limited to source evaluation, protests, disputes, and claims.

XIV. Bonding Requirements

- A. In accordance with the Department's Procedures, the Department has established bonding and insurance requirements for construction or rehabilitation and the bids and contracts that exceed \$25,000. For all contracts less than \$25,000, the Grantee will follow local policies and procedures relating to bonding and insurance, however, the Department recommends some type of security be secured for these contracts. The following types of bonds are required for contracts \$25,000 and above per the Department's Procedures:
 1. A bid guarantee from each bidder equivalent to five (5) percent of the bid price, secured by a bid bond or certified check;
 2. A 100 percent "performance bond" on the part of the contractor to secure fulfillment of all the contractor's obligations under the contract; and
 3. A 100 percent "payment bond" on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.
- B. The Department reserves the right to promulgate, modify and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XV. Program Close-out Procedures

- A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the Project including audit and resolution of audit findings have been completed. All findings from Department monitoring visits must be cleared prior to close-out.
- B. The Grantee shall submit to the Department close-out documents covering the entire Program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee's files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.
- C. The Department retains the right to recover any amount of Grant Funds that remain unobligated.
- D. The Grantee shall account for any property acquired with the Grant Funds or received from the federal or state government in accordance with the Department's property management procedures.

XVI. Termination for Convenience

- A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

XVII. Suspension or Termination-for-Cause

- A. The Department may suspend the Grant Funds, in whole or in part, at any time during the term of this Agreement, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of the Grant Funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the Agreement. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice may terminate the Agreement, in whole or in part, at any time during the term of the Agreement when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.

XVIII. Eligibility for Federal Assistance

The Grantee shall maintain an active registration with SAM.gov and retain an active Unique Entity Identifier (UEI). The Grantee shall also require all sub-recipients, contractors, and consultants under direct contract with the Grantee to maintain an active registration with SAM.gov and a UEI. Sub-contractors and lower tier contractors do not need to be fully registered in SAM.gov but must have a UEI. The requirements of this section must be included in all subcontracts utilizing CDBG funds.

XIX. Debarment and Suspension

The Grantee shall not enter into a contract with any parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180, "Debarment and Suspension."

XX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the Project. All audits must be performed by an independent qualified auditor. The audit period is identical to the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Department's Procedures, which have adopted certain aspects of 2 CFR Part 200.
 1. If the local government expends \$1,000,000 or more of Federal grant assistance from all programs, it must have a Single Annual Audit performed in accordance with 2 CFR Part 200, Subpart F. A Single Annual Audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the Project or Program.
 2. If the local government expends less than \$1,000,000 in a fiscal year, it will be the option of the Department to determine if a Project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
 3. Grantee's will be required to submit the "audit information form" to the Department each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report as described in this section. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed because of the Final Audit Report, the obligation for reimbursement to the Department shall rest with the Grantee.

XXI. Client Data and Other Sensitive Information

In the event that the Grantee comes to possess client data and other sensitive information as a result of this Agreement, then the Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be made available to KDC for review upon request. The Grantee must comply with 2 C.F.R. § 200.303 and shall take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.

XXII. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to this Agreement and the receipt of assistance under the Program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.

- C. Any contract or agreement entered by the Grantee shall contain language comparable to subsection (B) to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.
- D. The Grantee shall make all project files and records available to the public following the Kansas Open Records Act (K.S.A. 42-215, et. seq.) requirements. The Grantee shall be responsible for ensuring public records which are exempt from disclosure are protected.

XXIII. Conflict of Interest

- A. The Department has adopted a conflict-of-interest policy that incorporates the provisions of 24 CFR 570.611 and 2 CFR 200.112. The Kansas Conflict of Interest policy can be found in the Grantee Handbook.
- B. This policy is applicable in the procurement of supplies, equipment, construction, and services by Grantees and subrecipients. The policy also covers the acquisition and disposition of real property and the provisions of assistance by the Grantee or subrecipients to individuals, businesses, and other private entities in the form of grants, loans, or other assistance through eligible activities of the program which authorize assistance.
- C. This policy shall apply to any person who is an employee, elected or appointed official, agent, consultant, officer, or any immediate family member or business partner of the above, of the Grantee, or of any designated public agencies, or subrecipients which are receiving CDBG grant funds.
- D. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year afterward.
- E. The Grantee shall incorporate, or cause to be incorporated, in all third-party agreements, a provision prohibiting such conflict of interest pursuant to this Section.
- F. The Grantee shall not employ, nor shall permit any third party to employ, any employee of the Department.

XXIV. Equal Opportunity

In addition to all equal opportunity provisions and the assurances incorporated by reference herein, the Grantee agrees to comply with all the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d *et seq.*, as amended).

XXV. Waiver of Enforcement

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all the provisions herein.

XXVI. Reversion of Assets

- A. The Grantee shall use CDBG purchased equipment for the approved project for which it was acquired and for as long as needed, whether or not the Project or Program continues to be supported by CDBG. The Grantee must maintain property records that include a description of the property, a serial number or like, source of funding, title holder, acquisition date, cost of property, percentage of the CDBG Grant Funds to the original purchase, the location, the use and condition of property, and disposition data. The Grantee is required to conduct a physical inventory of the property owned and controlled by the Grantee at least annually. When equipment acquired with CDBG Grant Funds is no longer needed for the original Project or Program, the Grantee shall follow disposition requirements found in 2 CFR 200. Equipment with a fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the Department or HUD.
- B. The title to supplies purchased with CDBG Grant Funds will vest upon acquisition in the Grantee. When there is a residual inventory of unused supplies valued at \$10,000 or less, in the aggregate, at the end of the period of performance, the Grantee may retain the unused supplies with no further responsibility to the Department or HUD.

XXVII. Budget Amendments and Other Changes

- A. During the implementation of the Project, the Grantee may revise the CDBG budget line items in the Approved Project Application; provided that:
 1. The cumulative effect of the revision is to not make line-item budget transfers which exceed ten percent of the total Grant Funds or \$10,000 cumulative of Grant Funds, whichever is less;

2. The change does not increase any professional services within the Approved Project Application;
3. The change will not significantly change the scope, location, or objectives of the Project; and
4. The change does not add or eliminate any CDBG National Objective eligible activity.

B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date and must be reduced to writing.

C. The Grantee shall notify the Department if, using other funds, there is an intention to expand, enhance or add to the scope of the Project covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of the Project. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.

D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.

E. The Provisions found in Contractual Provisions Attachment (DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this Agreement and made a part thereof.

F. **I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware CDBG regulations prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the general conduct of governmental business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.**

Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

DATED BY THE DEPARTMENT OF COMMERCE THIS _____ DAY OF _____, 20____.

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: _____
CDBG Program
Kansas Department of Commerce

By: _____
Notary Public, State of Kansas

City of Mulvane Kansas
(Grantee)

By: _____
(Name) (Title)

(SEAL)

ATTEST: _____
(For the Grantee)

FEDERAL CONDITIONS

This Federal Conditions document is not intended to be an exhaustive list of all laws and policies applicable to HUD funded awards. In addition to the terms and conditions of this Agreement, the Grantee agrees and assures it will comply with the following:

1. Equal Access and Non-Discrimination

- A. HUD's Equal Access Rule (24 CFR 5.106) and ensure no discrimination based on family composition, sexual orientation, gender identity, or marital status. Grantee shall remove or refrain from using intake form options that read 'other' for gender identifiers where such identifiers are inconsistent with program requirements for HUD-funded housing-related activities. All references to rescinded Executive Orders shall be removed from local documents.
- B. All federal civil rights laws and nondiscrimination assurances. All certifications and representations provided under this Agreement are subject to applicable enforcement provisions, including the False Claims Act (31 U.S.C. 3729-3733).
- C. Not adopt a selection, scoring, or procurement criteria that prioritize or favor individuals, firms, or projects on the basis of race, gender, or any other federally protected characteristics.
- D. Not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.
- E. Agree that its compliance in all respects to with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
- F. Certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title IV of the Civil Rights Act of 1964.

2. Environmental Compliance

- A. All National Environmental Policy (NEPA) requirements as applicable to the performance of this Agreement as found in 29 CFR Part 58, 24 CFR Part 55, and 40 CFR 1500-1508. The Grantee agrees to assume all the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of the Federal Act. The Grantee shall not delegate the Environmental Review responsibilities. The Grantee shall also monitor and follow any further HUD rulemaking or guidance related to environmental review.
- B. Federal Water Pollution Control Act, as amended, 33 U.S.C.1251, et seq., as amended, and 33 U.S.C. 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.
- C. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
- D. The Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) and obtain and maintain flood insurance under the National Flood Insurance Program for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- E. The Residential Lead-Based Paint Hazard Reduction Act of 1992 and the Residential Lead-Based Paint Poisoning Prevention Act of 1971. Any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.
- F. The Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101); the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291); and the procedures set forth in 36 CFR 800; Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

3. Program Income

- A. For the purposes of this Agreement, "Program Income" is defined in 24 CFR 580.489(e). Program Income means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department. Such income may include proceeds from the sale of real property, interest earned on revolving loan funds, or loan payments. Program Income does not include interest earned on cash advances from the Department.
- B. It is the policy of the Department that funds received by the Grantee considered to be Program Income shall be immediately reported and returned to the Department. The Grantee may only retain Program Income with the direct approval of the Department.

4. Fair Housing

- A. The Fair Housing Act (42 USC 3601-3619) and the requirement that the Grantee affirmatively further fair housing (AFFH). The requirement to affirmatively further fair housing dictates some form of action to be taken by the Grantee, not just passive compliance with existing laws and ordinances. This requirement is applicable to all CDBG funded activities, no matter the activity, and for each year the Grantee has an open CDBG grant.

Fair housing choice is the ability of persons of similar income levels to have available to them a like range of housing choices regardless of race, color, national origin, religion, sex, familial status, or disability.

The Grantee must:

1. Identify a local contact to be fair housing representative and contact for complaints.
2. Propose AFFH activities that inform the public and for each year of open CDBG grant.

5. Violence Against Women Act (Right to Report)

- A. The Violence Against Women Act of 2022, 34 U.S.C. 12495, and all applicable rules and notices.

6. Relocation, Displacement, and Acquisition

- A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR 42, 49 CFR 24, and 42 U.S.C. 5304(d) as they apply to the performance of this Agreement. Grantee agree to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations, and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

7. Excessive Force Policy

- A. Adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (The Cranston-Gonzales National Affordable Housing Act).

8. Drug Free Workplace

- A. By signing this Agreement, the Grantee hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. This requirement is applicable to all contracts and subcontracts of \$100,000 or more.

9. Labor Provisions

- A. Except for housing rehabilitation projects on buildings designed to contain fewer than eight (8) units, each construction contract let by the Grantee pursuant to this Program shall comply with the governing federal labor standards and regulations set forth in 29 CFR Parts 1, 3, 5, 6, and 7.

10. Procurement of Recovered Materials

- A. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procurement only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Systemic Alien Verification for Entitlements (SAVE)

- A. Review program activities under the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) and the SAVE verification process. For activities that provide direct public benefits subject to PRWORA, Grantee must implement verification procedures consistent with HUD guidance and include contract language requiring compliance.
- B. Verify eligibility of beneficiaries through SAVE or an equivalent method as required by HUD guidance for programs that provide direct benefits. Area-benefit projects that serve broad geographic populations are not subject to individual SAVE verification requirements but must follow HUD guidance for documenting area-benefit eligibility.
- C. Administer the grant in accordance with applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of PRWORA and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
- D. Use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

12. Sanctuary Jurisdictions

- A. Not maintain local policies or ordinances that prevent cooperation with federal immigration enforcement where such non-cooperation would conflict with conditions of federal funding. Grantee shall assess local ordinances and ensure activities are consistent with federal requirements.

- B. Not use the Grant Funds in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

13. Buy America Provision

- A. Pursuant to 2 CFR § 200.322, the Grantee should, to the greatest extent practicable under this Agreement and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Grantee shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this Agreement.

14. Economic Opportunity (Section 3)

- A. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and the HUD regulations issued at 24 CFR Part 75.

15. Buy America Build America (BABA)

- A. The requirements of the Build America, Buy America (BABA) Act, 41 USC 8301, and 2 CFR Part 184, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project.

16. Change of Use of Real Property

- A. For real property purchased with CDBG funds, the Grantee may not change the use or planned use of any property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, unless the Grantee provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:
 1. The new use of the property qualifies as meeting one of the national objectives and is not a building for the general conduct of government; or
 2. The requirements in paragraph (B) of this section are met.
- B. If the Grantee determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (A) of this section, it may retain or dispose of the property for the changed use if the State's CDBG program is reimbursed, at the discretion of the Department. The reimbursement shall be in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. However, if the change in use occurs five (5) years or more after the project closeout, the Grantee shall be allowed to use, or dispose of, the property with no further obligation to the Department or HUD.
- C. Following the reimbursement of the CDBG program in accordance with paragraph (B) of this section, the property will no longer be subject to any CDBG requirements.

17. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

- A. Pursuant to Appendix A to 45 CFR Part 93, the Grantee certifies that for all sub-grants, contracts and subcontracts pursuant to which more than \$100,000 of Grant Funds are contemplated to be expended:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

18. Other Applicable Laws

- A. OMB administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth in 2 CFR 200.
- B. Any applicable and existing Executive Orders. This Agreement shall not be governed by Executive Orders revoked by E.O. 14154, including E.O 14008, or NOFO requirements implementing Executive Orders that have been revoked.
- C. Not use the Grant Funds to provide abortion services, counseling that facilitates abortion access, or to support facilities whose primary services include abortion as required by E.O. 14182, Enforcing the Hyde Amendment. Grantee shall screen proposals that involve healthcare providers to ensure compliance.
- D. Ensure that CDBG funds are not used for religious worship, instruction, or proselytization. Faith-based organizations may participate as subrecipients provided funds are used exclusively for permissible secular activities and monitoring procedures confirm no religious activities are funded. Grantee, in the selection of subrecipients, may not discriminate against an organization based on the organization's religious charter, affiliation, or exercise.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

Official

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.

CONTRACTUAL PROVISIONS DA-146A REV. 07/19

1.1 Important

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 19TH day of DECEMBER, 2025.

1.2. Terms Herein Controlling Provisions

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

1.3. Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

1.4. Termination Due to Lack of Funding Appropriation

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year.

State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

1.5. Disclaimer of Liability

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

1.6. Anti-Discrimination Clause

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

1.2. Acceptance of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

1.3. Arbitration, Damages, Warranties

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

1.4. Representative's Authority to Contract

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

1.5. Responsibility For Taxes

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

1.6. Insurance

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

1.7. Information

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.

1.8. The Eleventh Amendment

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

1.9. Campaign Contributions / Lobbying

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with HB 2482, 2018 Legislative Session, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in HB 2482, 2018 Legislature.

Signature, Title of Contractor

Date

Printed

Name of Company

**CERTIFICATION OF COMPANY NOT CURRENTLY ENGAGED IN
THE PROCUREMENT OR OBTAINMENT OF CERTAIN EQUIPMENT, SERVICES, OR SYSTEMS**

WHEREAS, pursuant to Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act of 2019, “covered telecommunications equipment or services” is defined as:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

WHEREAS, a “covered foreign country” means any of the following: (1) The People’s Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism¹.

WHEREAS, foreign adversaries are increasingly creating and exploiting vulnerabilities in covered telecommunications equipment which store and communicate vast amounts of sensitive information and support infrastructure and emergency services, in order to commit malicious cyber-enabled actions;

WHEREAS, the unrestricted acquisition or use in the State of Kansas of covered telecommunications equipment designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries augments the ability of foreign adversaries to create and exploit vulnerabilities in technological equipment, services, or systems; and

WHEREAS, the State of Kansas has an interest in protecting itself against threats related to foreign adversary’s exploitation of vulnerabilities in covered telecommunications equipment.

THEREFORE, Contractor certifies that it shall not provide or procure to the State of Kansas or any agency thereof any covered telecommunications equipment either in whole or in part of any product or during the commission of any service.

FURTHERMORE, and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this certification document as determined by the State, the State may terminate any contract without penalty with Contractor immediately.

By signing the below, Contractor acknowledges and agrees to comply with the provisions of this policy.

CONTRACTOR

Signature, Title

Date

¹ Designations of a “state sponsor of terrorism” may be found at the U.S. Department of State website. [https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,\)%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism.](https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,)%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism.)

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Signature and Date

Printed Name

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Public Facilities/Construction				
a. Water/Lines/Treatment				\$ -
b. Sewer/Lines/Treatment				\$ -
c. Street Improvements				\$ -
d. Drainage/Flood				\$ -
e. Center/Facility				\$ -
f. Other - ADA Barriers	\$ 149,140			\$ 149,140
g. Acquisition, including easements				\$ -
h. Engineering Design	\$ 14,914			\$ 14,914
i. Construction Inspection	\$ 17,151	\$ 1,491		\$ 18,642
j. Architectural Services				\$ -
k. Other Professional Services				\$ -
Public Facility Activities Total	\$ 181,205	\$ 1,491		\$ 182,696
2. Housing Activities				
a. Housing Rehabilitation				\$ -
b. Lead-Based Paint Activities				\$ -
c. Demolition				\$ -
d. Acquisition				\$ -
e. Relocation				\$ -
f. New Construction				\$ -
g. Housing Inspection				\$ -
Housing Activities Total	\$ -	\$ -		\$ -
3. Administration				
a. Administrative Activities		\$ 18,643		\$ 18,643
b. Legal				\$ -
c. Audit				\$ -
Administration Total	\$ -	\$ 18,643		\$ 18,643
ALL ACTIVITIES TOTAL	\$ 181,205	\$ 20,134		\$ 201,339

Agenda Section – New Business

CITY COUNCIL MEETING February 2, 2026

TO: Mayor and City Council
FROM: Municipal Advisor (Greg Vahrenberg of Raymond James & Associates)
SUBJECT: Municipal Advisory Services Agreement for General Obligation Bonds
AGENDA: Action

Background:

The City has identified certain wastewater improvements which will be financed through the issuance of the Series A, 2026 General Obligation Bonds.

The City has also completed certain improvements in the Harvest Point and Emerald Valley benefit districts which were originally financed from proceeds of certain outstanding temporary notes. These improvement projects will be paid from special assessments levied against the property owners in such benefit districts. The assessment proceedings will allow property owners to either prepay their assessment or have it financed and paid over several years. Any assessments that are not prepaid will be financed through the issuance of the Series A, 2026 General Obligation Bonds.

At the February 2, 2026 City Council meeting, the Council will consider engaging Raymond James & Associates to serve as Municipal Advisor for the sale of the general obligation bonds.

Financial Considerations:

The General Obligation Bonds, Series A, 2026 will pay the cost of the wastewater system improvement projects as well as finance the improvements in the benefit districts that will be repaid from special assessments levied against the property owners therein. The Bonds will be general obligations of the City backed by the full faith and credit of the City. The City intends to pay debt service on the Series A, 2026 Bonds from the wastewater system and special assessments. The fees of the Municipal Advisor are contingent upon completion of the bond issue.

Legal Considerations:

The City has the authority to sign the Municipal Advisory Services Agreement with Raymond James & Associates.

Recommendation:

City Staff's recommendation is for the City to engage Raymond James & Associates as Municipal Advisor for the public sale of the General Obligation Bonds, Series A, 2026.

Action/Sample Motion:

I move to engage Raymond James & Associates as Municipal Advisor for the public sale of the City's General Obligation Bonds, Series A-2026.

MUNICIPAL ADVISOR AGREEMENT

BY and BETWEEN THE

CITY OF MULVANE, KANSAS and
RAYMOND JAMES & ASSOCIATES, INC.

THIS AGREEMENT is by and between the City of Mulvane, Kansas (the "Issuer"), and Raymond James & Associates, Inc. (the "Municipal Advisor").

WHEREAS, the Issuer wishes to hire the Municipal Advisor to serve as its municipal advisor and financial advisor in accordance with the provisions of this Agreement and the Municipal Advisor, through its Public Finance/Debt Investment Banking Department, is engaged in the business of providing, and is authorized under applicable Federal and State statutes and applicable regulatory rules to provide advisory services to the Issuer as provided herein, and

WHEREAS, the City desires to issue a series of General Obligation Bonds (as hereinafter defined) to finance certain sewer system improvements and infrastructure improvements in certain benefit districts in the City; and

NOW THEREFORE, it is agreed by all parties signing this Municipal Advisor Agreement (the "Agreement") that:

I. SCOPE OF SERVICES

1. The Municipal Advisor will consult with and advise the Issuer with respect to refinancing opportunities related to its outstanding debt and any forms of credit enhancement. This advice will generally include the following:
 - a. Evaluating opportunities to current or advance refund outstanding debt obligations and/or bonds of the Issuer;
 - b. Assisting in managing relationships and interaction with rating agencies, bond insurers, bidders and bond investors;
 - c. Assist with the preparation of the preliminary and final official statement;
 - d. Assisting the Issuer with a competitive sale or placement of the Bonds;
 - e. Assisting with the calculation and preparation of the special assessments for the benefit districts, and
 - f. Assisting the Issuer, at your request, in evaluating certain investment banking ideas that may be presented to the Issuer from time to time.
2. With respect to the issuance of the Series A, 2026 General Obligation Bonds, (the "Bonds" or "Obligations") by the Issuer in the capital markets, the Municipal Advisor will consult with and advise the Issuer with respect to the various structures, provisions and covenants appropriate or advisable to consider as part of the new financing, generally including, but not necessarily limited to, the following:
 - a. Obligation amounts;
 - b. Principal, interest, and final maturity dates;
 - c. average life tests;
 - d. maturity amortization schedules;
 - e. interest rates;
 - f. redemption provisions;
 - g. debt service;
 - h. coverage requirements;
 - i. flow of funds;
 - j. reserve funds;
 - k. sinking funds; and

1. security pledges.
3. The Municipal Advisor will, upon request, work with staff and attorneys of the Issuer, including bond counsel, in the development of the financial and security provisions to be contained in the instruments authorizing and securing the Obligations undertaken by the Issuer.
4. The Municipal Advisor will, as requested, assist Issuer staff in the development of Issuer information to be used by the Issuer for presentation to investors, underwriters and others.
5. The Municipal Advisor will coordinate and attend the sale of the Bonds and advise and assist the Issuer in the analysis of the bids received for the sale of the Bonds.
6. The scope of services set forth in (1) through (5) above (the “Scope of Services”) is subject to the following limitations:
 - a. The Scope of Services is limited solely to the services described above and is subject to any limitations set forth within the description of the Scope of Services.
 - b. The Municipal Advisor will be responsible for coordinating the preparation of the preliminary or final official statement, but will not be responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.
 - c. The Scope of Services does not include tax, legal, accounting or engineering advice with respect to the Bonds or any Obligations or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

If Issuer has designated Municipal Advisor as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Municipal Advisor’s activities as IRMA as may be provided in the Scope of Services described herein. Municipal Advisor is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Municipal Advisor, its personnel and its role as IRMA in the written representation of Issuer contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Municipal Advisor, and Issuer agrees not to represent, publicly or to any specific person, that Municipal Advisor is Issuer’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Municipal Advisor’s prior written consent.

7. The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.
8. MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to the Issuer’s determination whether to proceed with a course of action or that form the basis for any advice provided by Municipal Advisor to the Issuer. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on the Issuer’s behalf. Issuer agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to

relevant documents, other information and personnel needed to fulfill such duties. In addition, the Issuer agrees that, to the extent the Issuer seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, the Issuer will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

II. UNDERTAKINGS BY THE ISSUER

1. The Issuer will make available to the Municipal Advisor financial data and information concerning the Issuer's fiscal operation.
2. The Issuer will work with bond counsel who will issue an approving legal opinion to accompany the issuance of the Bonds, and also with appropriate Issuer's local legal counsel with respect thereto. Additionally, the Issuer will either retain or work with counsel to advise it as to the adequacy of disclosure of the Offering Documents or other official documents relating to the Bonds.

III. PAYMENT TO THE MUNICIPAL ADVISOR

1. For performance of the services set forth herein, the Issuer will compensate the Municipal Advisor a fee of \$35,000.00 payable upon the issuance of the Series A, 2026 General Obligation Bonds.
2. The Issuer agrees to promptly pay the Municipal Advisor fee described herein upon closing of the Bonds and upon receiving an invoice from the Municipal Advisor.

IV. PAYMENT OF COSTS OF ISSUANCE

The Issuer shall be responsible for payment of all the costs of issuing the Bonds, including, but not necessarily limited to, the following:

- a. Printing, posting, and any other means of distribution or dissemination of the Preliminary and Final Official Statement;
- b. Fees of the Ratings Agency for assignment of a bond rating;
- c. Paying Agent fees and expenses;
- d. Attorney General review fee;
- e. CUSIP fee;
- f. Bond Counsel and Local Counsel Fees;
- g. Underwriting Discount, if any; and
- h. Bond Insurance Premiums, if any.

V. GENERAL PROVISIONS

1. The Issuer understands and acknowledges that the Municipal Advisor or its affiliates may have trading and other business relationships with bidders for the sale of the Bonds or other participants in the proposed transaction. Additionally, the Municipal Advisor or its affiliates may have trading and other business relationships with potential purchasers of the Obligations. These relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which Municipal Advisor may have, among other things, an economic interest. Notwithstanding the foregoing, Municipal Advisor will not receive any compensation with respect to the issuance of the Obligations other than as disclosed above. Municipal Advisor is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James, but of which none of the Municipal Advisor's personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining Municipal Advisor's responsibilities to the Issuer.

2. Both parties acknowledge and agree that the Municipal Advisor is acting solely as a financial advisor to the Issuer with respect to the Bonds identified above; Municipal Advisor's engagement by the Issuer is limited to providing financial advisory services to the Issuer with respect to the Bonds and the Municipal Advisor is not a fiduciary of any other party to the transaction. The Municipal Advisor will not (1) provide any assurances that any investment made in connection with the Bonds or otherwise during its engagement is the best possible investment available for the Issuer's situation or that every possible alternative or provider has been considered and/or solicited, (ii) investigate the veracity of any certifications provided by any party, (iii) provide legal or accounting assurance that any matter or procedure complies with any applicable law, or (iv) be liable to any party if any of the Bonds or an investment fails to close or for default of same. Municipal Advisor's limited engagement terminates upon the settlement date of the Bonds and Municipal Advisor shall have no further duties or obligations thereafter.
3. MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to the Issuer as Exhibit A to this Agreement.
4. The Municipal Advisor agrees to assist the Issuer as provided only on the basis that it is expressly understood and agreed that the Municipal Advisor assumes no responsibility to the Issuer or any person for the accuracy or completeness of any information contained in any Preliminary Official Statement or Final Official Statement issued in connection with the Obligations.
5. Unless terminated earlier as provided below, the term of this Agreement shall end upon the close of business on the date of issuance of the Bonds. This Agreement may be terminated by either party hereto with ten (10) business days prior written notice to the other. In the event of such termination, whether by either party hereto, the Municipal Advisor shall promptly submit for payment, and Issuer shall promptly pay, a final bill for the payment of all unpaid fees, if any, then due and owing. Furthermore, it is understood by all parties hereto, that if the Bonds are not issued and closed, the Issuer is under no obligation to pay the Municipal Advisor fee set forth herein. Other than the foregoing, neither party shall incur any liability to the other arising out of the termination of this Agreement. However, this Article 5 shall survive any such termination.
6. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to the Issuer for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Issuer's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Issuer. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Obligation or municipal financial product (hereinafter, "Product") or otherwise relating to the tax treatment of any Obligation or Product, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Issuer of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder. The Issuer hereby covenants and agrees that it will indemnify and hold harmless the Municipal Advisor, its parent and affiliates, and each of the foregoing entities' officers, directors, employees and agents (the "Municipal Advisor Indemnitees") against any and all losses, claims, demands, damages or liabilities of any kind whatsoever, arising from or out of the acts, omissions or doings of the Issuer, its representatives, employees or agents, or in any

way relating to the financings or other matter within the purview of this Agreement, whether pursuant to statute or at common law or otherwise (hereinafter, "Claims"), and will reimburse each of the Municipal Advisor Indemnitees for any legal or other expense reasonably incurred by it in connection with investigating or defending any such Claims or actions or proceedings arising from such Claims, whether or not resulting in any liability.

7. This Agreement embodies all the terms, agreements, conditions and rights contemplated and negotiated by the Issuer and the Municipal Advisor, and supersedes any and all discussions and understandings, written or oral, between Issuer and Municipal Advisor regarding the subject matter hereof. Any modifications and/or amendments must be made in writing and signed by both parties.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without reference to its conflicts of law principles.
9. Any dispute arising out of this Agreement or the performance hereof shall be resolved in binding arbitration before the American Arbitration Association, pursuant to its commercial arbitration rules. Each party, to the fullest extent permitted by law, knowingly, voluntarily and intentionally waives its right to a jury trial in any action or other legal proceeding arising out of or relating to this Agreement or the performance hereof.
10. This Agreement shall be binding upon and inure to the benefit of the Issuer and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
11. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY CAUSED THIS AGREEMENT to be signed and sealed by their respective authorized officers.

CITY OF MULVANE, KANSAS

By: _____

Name: _____

Title: _____

Date: _____

RAYMOND JAMES & ASSOCIATES, INC.



Gregory M. Vahrenberg
Managing Director

Dated: December 29, 2025

Exhibit A
Disclosure Letter for Municipal Advisor Agreement

City of Mulvane, Kansas

This letter is provided under new Municipal Securities Rulemaking Board (MSRB") Rule G-42 in connection with our engagement as financial advisor and municipal advisor under the Municipal Advisor Agreement to which this letter is attached (the "Agreement") between **Raymond James & Associates, Inc.** ("Raymond James") and the City of Mulvane, Kansas (the "Client"). This letter will serve as written documentation required under MSRB Rule G-42 of certain specific terms, disclosures and other items of information relating to our municipal advisory relationship.

1. Scope of Services. (a) ***Services to be provided.*** The scope of services with respect to Raymond James's engagement with the Client is as provided in the Agreement (the "Scope of Services").

(b) ***Limitations on Scope of Services.*** The Scope of Services is subject to such limitations as may be provided in the Agreement.

(c) ***IRMA status.*** If the Client has designated Raymond James as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the Scope of Services is not deemed to be expanded to include all actual or potential issuances of municipal securities or municipal financial products merely because Raymond James, as IRMA, reviews a third-party recommendation relating to a particular actual or potential issuance of municipal securities or municipal financial product not otherwise considered within the Scope of Services. Raymond James is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Raymond James requests that the Client provide to it, for review, any written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) that references Raymond James, its personnel and its role as IRMA. In addition, Raymond James requests that the Client not represent, publicly or to any specific person, that Raymond James is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, not within the Scope of Services without first discussing such representation with Raymond James.

2. Raymond James's Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Raymond James make a reasonable inquiry as to the facts that are relevant to the Client's determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by Raymond James to the Client. The rule also requires that Raymond James undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Raymond James is also required under the rule to use reasonable diligence to know the essential facts about the Client and the authority of each person acting on the Client's behalf.

Accordingly, Raymond James will seek the Client's assistance and cooperation, and the assistance and cooperation of Client's agents, with the carrying out by Raymond James of these regulatory duties, including providing to Raymond James accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent the Client seeks to have Raymond James provide advice with regard to any recommendation made by a third party, Raymond James requests that the Client provide to Raymond James written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Term. The term of Raymond James's engagement as municipal advisor and the terms on which the engagement may be terminated are as provided in the Agreement. In addition, we understand that our

engagement may be terminated with or without cause by either party. In case of any termination, we believe that the terminating party should endeavor to provide reasonable notice of such termination to the other party so as to permit an orderly transition.

4. Compensation. The form and basis of compensation for Raymond James's services as municipal advisor are as provided in the Agreement.

5. Required Disclosures. MSRB Rule G-42 requires that Raymond James provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) ***Disclosures of Conflicts of Interest.*** MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, Raymond James makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Raymond James addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Raymond James mitigates such conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obligates Raymond James to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to Raymond James's financial or other interests. In addition, because Raymond James is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Raymond James is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity and quality of service. Furthermore, Raymond James's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Raymond James potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Compensation-Based Conflicts. The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Raymond James of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Raymond James. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Raymond James may suffer a loss. Thus, Raymond James may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

II. Other Municipal Advisor or Underwriting Relationships. Raymond James serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, Raymond James serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Raymond James could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of

municipal securities by other municipal entities, the interests of Raymond James to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Raymond James serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Raymond James's ability to fulfill its regulatory duties to the Client.

III. Broker-Dealer and Investment Advisory Business. Raymond James is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of the Client, may be undertaken on behalf of, or as counterparty to, the Client, personnel of the Client, and current or potential investors in the securities of the Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Client, such as when their buying or selling of the Client's securities may have an adverse effect on the market for the Client's securities, and the interests of such other clients could create the incentive for Raymond James to make recommendations to the Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from Raymond James effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Raymond James to the Client under this Agreement.

IV. Secondary Market Transactions in Client's Securities. Raymond James, in connection with its sales and trading activities, may take a principal position in securities, including securities of the Client, and therefore Raymond James could have interests in conflict with those of the Client with respect to the value of the Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, Raymond James or its affiliates may submit orders for and acquire the Client's securities issued in an issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with the Client in that it could create the incentive for Raymond James to make recommendations to the Client that could result in more advantageous pricing of the Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Raymond James to the Client under this Agreement.

(b) *Disclosures of Information Regarding Legal Events and Disciplinary History.* MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Raymond James sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event

Raymond James discloses the following legal or disciplinary events that may be material to the Client's evaluation of Raymond James or the integrity of Raymond James's management or advisory personnel: We are not aware of any such events.

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. If any of the above DRPs provides that a DRP has been filed on Form ADV, BD, or U4 for the applicable event, information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is 705.

II. How to Access Form MA and Form MA-I Filings. Raymond James's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=000 072 4743>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is 705.

III. Most Recent Change in Legal or Disciplinary Event Disclosure. Raymond James has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(c) ***Future Supplemental Disclosures.*** As required by MSRB Rule G-42, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Raymond James. Raymond James will provide the Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

(d) ***MSRB Rule G-10 Required Disclosures.*** Raymond James & Associates, Inc. is registered with and subject to the rules and regulations of the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). Both the SEC and the MSRB publish websites containing information and resources designed to educate investors. In addition to educational materials about the municipal securities market and municipal securities market data, the MSRB website includes an investor brochure describing protections that may be provided by MSRB rules, including how to file a complaint with the appropriate regulatory authority. For more information, visit www.sec.gov and www.msrb.org.

Raymond James & Associates, Inc.



Gregory M. Vahrenberg
Managing Director
December 29, 2025

CITY COUNCIL MEETING**MULVANE, KANSAS**

February 2, 2026

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 4 Main A Sanitary Sewer Improvements <i>(Bond Issue funding)</i>	<p><u>Completed to Date:</u> All sanitary sewer and manhole installations have been completed. Some sub-grade and first lift of asphalt has been installed in Charles St., north of Miller St.</p> <p><u>Remaining Work:</u> Remaining work includes testing of pipe and manholes north of K-15 and the final connection (and transfer of flow) into the existing manhole east of the Settler's Addition. Pavement replacement work in Franklin Ave. and Charles St. and site restoration is pending.</p> <p><u>Contract Status:</u> <i>(no change)</i> Apex Excavating's current contract amount is \$1,690,445.00 which includes add alternates for pavement replacement work. Pay App. No. 1 was submitted on 12/17/25 in the amount of \$648,987.75 which represents approx. 42% of the total current contract amount, less 10% held in retainage.</p>
English Park Pedestrian Bridge <i>(Special Sales Tax)</i>	<p><u>Completed to Date:</u> <i>(no change)</i> The Contractor has completed site grading for the bridge including adjacent storm sewer inlet and pipe.</p> <p><u>Remaining Work:</u> Bridge foundations, sidewalk approaches and the manufacturing, delivery and installation of the bridge.</p> <p><u>Contract Status:</u> PSE Contractors' current contract amount is \$280,512.50. Pay Application No. 1 was submitted on 1/23/26 and is currently under review.</p>

Agenda Section – Land Bank

February 2, 2026
Mulvane Land Bank Trustee Meeting

TO: Chair & Land Bank Trustees

FR: Land Bank Staff

RE: Land Bank Related Business

ACTION: Conduct Land Bank Business

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

Motion to recess the 2-2-26 City Council meeting and convene as the Mulvane Land Bank.

Motion to approve the 1-5-26 Land Bank Trustee meeting minutes.

City Attorney, J.T. Klaus, drafted a notice of Right of First Refusal agreement for the property at 202 W. Main. An invoice for legal services has been received for \$500.

Motion to approve an invoice from Spencer Fane Law Firm for \$500 for Legal Services pertaining to Land Bank matters.

Motion to approve the issuance of a check for \$106.00 to Sumner County Register of Deeds for the recording of the Right of First Refusal for 202 W. Main.

Motion to approve an invoice from The Mulvane News in the amount of \$143.10 for the publication of the Mulvane Land Bank 2025 Annual Report.

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

MULVANE LAND BANK
1/5/2026
Board of Trustees Meeting Minutes

Present: Tim Huntley, Trish Gerber, Kurt Westfall, Grant Leach, Todd Leeds.

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

MOTION by Huntley, second by Leach to recess the 1-5-26 City Council meeting and convene as the Mulvane Land Bank.

MOTION approved unanimously.

MOTION by Gerber, second by Leach to approve the 9-15-25 Land Bank Trustee meeting minutes.

MOTION approved unanimously.

The Land Bank is required to make an annual report to the Governing Body on or before January 31st of each year showing all transactions and property held. A copy of the annual report will be published in the official City newspaper.

MOTION by Gerber, second by Leach that the Mulvane Land Bank Trustees approve the Mulvane Land Bank Annual Report for 2025.

MOTION approved unanimously.

City Attorney, J.T. Klaus, reviewed the Notice of Agreement and Right of First Refusal with the Board. In January of 2018, the Mulvane Land Bank entered into a purchase agreement with Ron Keller (Five For a Dollar, LLC) for the property at 202 W. Main. Pursuant to the Special Warranty Deed dated February 21, 2018, the Land Bank was provided a Right of First Refusal with respect to the property if at any time the owner receives an offer to sell, lease, or otherwise transfer the property. Ben Gartner, Broker at J.P. Weigand and Sons, Inc. provided notice to the City of Mr. Kellers (FFD) intent to sell the property to Ryan Gould and Emily Sippel.

The Land Bank can purchase the property for the same purchase price as the offer (\$109,344.33) or may consent to the Proposed Transfer which includes the consent to the transfer and preserves the Land Bank's Right of First Refusal for subsequent transfers of the Property.

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

MOTION approved unanimously.

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

MOTION approved unanimously.

Minutes by:

Debra M. Parker, Secretary



SpencerFane

Phone 816.474.8100
Federal ID # 44-0561981

Mulvane, Kansas (City of)
211 N. 2nd
Attn: City Clerk
Mulvane, KS 67110
United States

INVOICE NO.: 1484002
INVOICE DATE: 01/08/2026
CLIENT / MATTER NO.: 5528533.0005
BILL ID: 7321

BILLING SUMMARY

CURRENT INVOICE

Total Legal Fees	730.00
Less Courtesy Discount	(230.00)
Total Disbursements	0.00
Current Total (\$USD)	<hr/> 500.00

Please include your invoice number and client number found in the upper most portion of your invoice when remitting your payment

RECEIVED

JAN 12 2026

BY: *clp*
CITY OF MULVANE

Payment Options
ACH/Wire

ABA: 101000695 | Account Number: 9801704451 | SWIFT: UMKCUS44 | Bank Name: UMB Bank, n.a.
Remittance Email: AccountsReceivable@SpencerFane.com

Client/Matter
Check
Credit Card

5528533-0005
Spencer Fane LLP | PO Box 872037 | Kansas City, MO 64187-2037
www.SpencerFane.com/online-bill-payment/

Mulvane News & The Bandwagon

The Rose Hill Reporter

204 W. Main P.O. Box 157

Mulvane, KS 67110 Call 777-4233

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

City of Mulvane

211 N. Second

Mulvane KS 67110

INVOICE

Date of ad	Copy	Area	Size	Amount	Cost
2025					
Dec. 25	January Community Calendar	n		25.00	25.00
Dec. 25	Christmas Greeting-Mayor and Council	n		65.00	65.00
Dec 25	Christmas Greeting-Senior Center	n		65.00	65.00
2026					
Jan 8	PN: Land Bank 2025 Report	n	18	7.95	143.10
Jan20	PAID (Bal: \$1104.17)			-155.00	-155.00

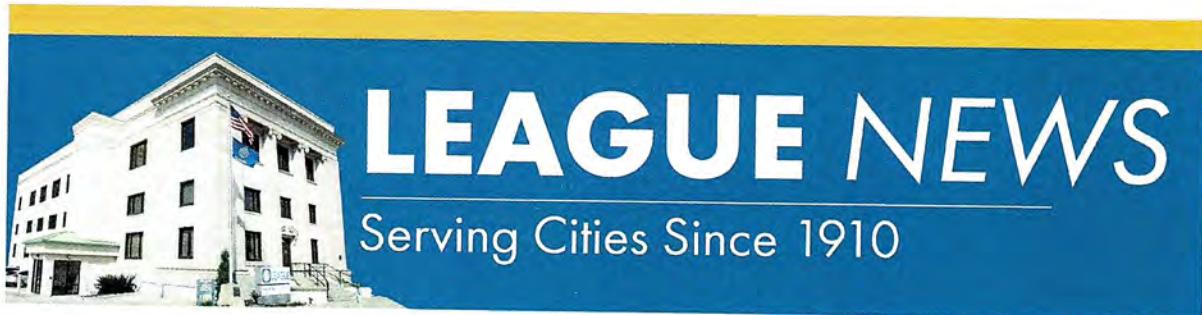
A finance charge of .015% per month which is an annual percentage rate of .18% will be applied to balance due after 30 days

Total Due

\$1104.17

Thank you for your business

From: League of Kansas Municipalities <webmaster@lkm.org>
Sent: Tuesday, January 27, 2026 10:36 AM
To: Debbie Parker
Subject: League News | January 27, 2026



Avoid Common Pitfalls: Understanding KOMA in Practice

Join us on **Thursday, February 26 from 10:00 a.m. - 11:30 a.m.** for our KOMA for Elected Officials webinar. Even small oversights in open meetings can create big problems. This webinar helps elected officials navigate the Kansas Open Meetings Act with confidence. Learn what counts as a meeting, how to handle serial communications, and what to do (and not do) in executive sessions.

The course will be taught live via webinar, but all pre-registered attendees will receive a copy of the video presentation. The cost to attend is \$75 for members, \$100 for nonmembers and includes the Kansas Open Meetings Act Manual - a \$60 value.

[REGISTER HERE](#)

2026 KCCM Conference

Register for the 2026 Kansas City/County Manager Conference (KCCM), happening **April 30–May 1** at the Oread Hotel in Lawrence, Kansas. Hosted by the KU Public Management Center, this year's theme—"Running on empty? Recharge at KCCM"—invites local government leaders to pause, refocus, and reenergize through inspiring speakers, practical sessions, and meaningful collaboration. Attendees can also look forward to a new Wednesday night social mixer to kick off the conference and connect with colleagues.

Due: 2/5/2026

			WATER			STORM		FUEL		TOTAL
			ELECTRIC	FUNDING	WATER	SEWER	SEWER	ADJUSTMENT		
ES Building - 910 E. Main	01-3665-02	\$ 404.40	\$ 0.16	\$ 8.48	\$ 1.25	\$ 47.25	\$ 220.94		\$ 682.48	
Splash Park- 105 W. Main	04-0720-00	\$ 379.89	\$ -	\$ -	\$ 1.25	\$ 21.00	\$ -		\$ 402.14	
Band Shell - 117 E. Main	04-8770-01	\$ 24.28			\$ 1.25				\$ 25.53	
Main St. Park - 117 E. Main	04-8780-01				\$ 1.25				\$ 1.25	
Pix Center - 101 E Main	04-8800-02	\$ 142.01	\$ 0.06	\$ 3.39	\$ 1.25	\$ 31.50	\$ 77.59		\$ 255.80	
Public Works Building - 410 W. Bridge	05-0001-02	\$ 1,361.48	\$ 0.03	\$ 1.70	\$ 1.25	\$ 26.25	\$ 743.82		\$ 2,134.53	
Public Works Building #2 - 410 W Bridge	05-0002-00	\$ 774.37			\$ 1.25				\$ 775.62	
Water Pump #3 - 211 N. Second	05-0005-02				\$ 1.25				\$ 1.25	
Maintenance Shop - 124 Boxelder	05-0015-02	\$ 102.04	\$ 0.03	\$ 1.70	\$ 1.25	\$ 26.25	\$ 55.75		\$ 187.02	
Utility Shop - 120 Boxelder	05-0025-02	\$ 774.63	\$ 0.06	\$ 3.39	\$ 1.25	\$ 31.50	\$ 423.21		\$ 1,234.04	
Lift Station - 0 Industrial Dr.	05-0070-02	\$ 5.59			\$ 1.25			\$ 3.06		\$ 9.90
Sewage Disposal Plant - 1441 N. Pope Dr.	05-0098-01	\$ 1,493.58	\$ 0.13	\$ 6.78	\$ 1.25	\$ 42.00	\$ 816.00		\$ 2,359.74	
2011 Sewage Disposal Plant - 1441 N. Pope Dr.	05-0099-01	\$ 4,286.64			\$ 1.25			\$ 2,341.94		\$ 6,629.83
Sewer Chemical Injection - 1441 N. Pope Dr.	05-0101-01		\$ 0.93	\$ 49.18	\$ 1.25	\$ 173.25			\$ 224.61	
Sewage Disposal Head Works - 1441 N. Pope Dr.	05-0102-01	\$ 1,089.18	\$ 0.03	\$ 1.70		\$ 26.25	\$ 595.06		\$ 1,712.22	
Sewer Vehicle Storage - 1441 N. Pope Dr.	05-0103-01	\$ 1,280.49			\$ 1.25				\$ 1,281.74	
Water Treatment Plant - 100 N. Oliver	05-0150-01		\$ -	\$ -	\$ 1.25	\$ 21.00			\$ 22.25	
Lift Station -1900 N Rock Road - B	05-0605-01	\$ 9.57			\$ 1.25			\$ 5.23		\$ 16.05
Water Tower - 1420 N. Rock Road	05-0770-01	\$ 5.83			\$ 1.25				\$ 7.08	
E.S. & Police - 1420 N. Rock Road	05-0772-01	\$ 7.30			\$ 1.25				\$ 8.55	
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	\$ 567.39	\$ 0.10	\$ 5.09	\$ 1.25	\$ 36.75			\$ 610.58	
Sports Complex - 955 E. 111th St. So.	05-0910-01	\$ 10.22			\$ 1.25				\$ 11.47	
Swimming Pool - 990 E. 111th St. So.	05-0915-01	\$ 110.54			\$ 1.25			\$ 60.39		\$ 172.18
Water Reservoir - 9903 E. 111th St. So.	05-0950-01	\$ 388.22			\$ 1.25			\$ 212.10		\$ 601.57
Dog Shelter - 9903 E. 111th St. So.	05-0960-01	\$ 2.92	\$ -	\$ -	\$ 1.25				\$ 4.17	
City Building - 211 N. Second	06-9955-01	\$ 382.83	\$ 0.03	\$ 1.70	\$ 1.25	\$ 26.25	\$ 209.15		\$ 621.21	
City Building - 211 1/2 N. Second	06-9960-01	\$ 134.13							\$ 134.13	
Styx Creek/Pickle Ball Bathrooms	07-0300-00	\$ 0.83			\$ 1.25	\$ 21.00			\$ 23.08	
Parks Department - 507 N. First	12-7500-02		\$ -	\$ -	\$ 1.25	\$ 21.00			\$ 22.25	
Parks Department - 507 N. First	12-7550-02	\$ 73.26						\$ 40.03		\$ 113.29
Parks Department - 507 N. First	12-7600-01	\$ 22.24						\$ 12.15		\$ 34.39
SW Lift - 0 Rockwood/Circle Dr.	15-7950-01	\$ 90.18			\$ 1.25			\$ 49.27		\$ 140.70
Lift Station - 0 Trail Dr.	16-7975-01	\$ 22.31			\$ 1.25			\$ 12.19		\$ 35.75
Ambulance #2 - 911 Kansas Star Dr.	25-4040-01		\$ 0.10	\$ 5.09	\$ 1.25	\$ 36.75			\$ 43.19	
Police Department-420 E Main	01-1680-04		\$ 0.06	\$ 3.39	\$ 1.25	\$ 31.50			\$ 36.20	
Police Department-410 E Main	01-1690-07	\$ 404.40			\$ 1.25	\$ 21.00	\$ 220.94		\$ 647.59	
		\$ 14,350.75	\$ 1.72	\$ 91.59	\$ 41.25	\$ 640.50	\$ 6,098.82		\$ 21,224.63	

Amendment to City of Mulvane, KS Cafeteria Plan

This Amendment, dated as of January 8, 2026, to City of Mulvane, KS Cafeteria Plan ("the Plan") is adopted by City of Mulvane, KS ("Employer"), effective as of January 1, 2026.

The Plan is amended as follows:

A. **The Title Page**, in part, shall read as follows:

Amended Plan Effective January 1, 2026.

B. **Section 1.1, Establishment of the Plan**, the last sentence shall read as follows:

This Plan Document amends the City of Mulvane, KS Cafeteria Plan (the "Plan"), which was originally effective on January 1, 2024 (the "Effective Date"). This amended Plan is effective January 1, 2026.

C. **Section 2, General Information** shall read, in part, as follows:

Plan Effective Date	Original Plan Effective Date: January 1, 2024
	Amended Plan Effective Date: January 1, 2026

D. **The Glossary**, the listed definitions shall read as follows:

Effective Date of the original Plan shall be January 1, 2024. Effective Date of this amended Plan shall be January 1, 2026.

E. **Dependent Care Flexible Spending Account, Maximum and Minimum Benefits Section**, the **Maximum Dollar Limits** subsection shall read as follow:

- Seven Thousand Five Hundred Dollars (\$7,500.00) for the calendar year, if:
 - The Participant is single or is the head of the household for federal income tax purposes;
 - The Participant is married and files a joint federal income tax return; or
 - The Participant is married, files a separate federal income tax return, and meets the following conditions:
 - The Participant maintains as his or her home a household that constitutes, for more than half of the taxable year, the principal abode of a Qualifying Individual;
 - The Participant furnishes over half of the cost of maintaining such household during the taxable year; and
 - During the last six months of the taxable year, the Participant's Spouse is not a member of such household.
- Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00) for the calendar year if the Participant is married and resides with the Spouse, but files a separate federal income tax return.

To evidence City of Mulvane, KS's adoption of this Amendment to the City of Mulvane, KS Cafeteria Plan, City of Mulvane, KS has signed this Amendment on this ____ day of _____, 20____.

City of Mulvane, KS

By: _____

Its: _____

Attest: _____

Its: _____