

MULVANE CITY COUNCIL
REGULAR MEETING AGENDA
Monday, April 20, 2026

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ANNOUNCEMENTS, MEETINGS AND NEXT AGENDA ITEMS:	
Council Workshop – Monday, April 27, 2026 – 6:00 p.m. at the PIX	
Next City Council Meeting – Monday, May 4, 2026 – 6:00 p.m.	
ADJOURNMENT:	

**MULVANE CITY COUNCIL
REGULAR MEETING MINUTES**

April 6, 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: Kurtis Westfall, Tim Huntley, Grant Leach, Terry Lane.

OTHERS PRESENT: Austin St. John, Debbie Parker, J. T. Klaus, Joel Pile, Chris Young, Mike Robinson, Loren Duncan, Crystal Hinnen, Brittany Kruger, Malissa Long, Chris Means, Kaylie Mistretta, Jacob Coy, Nick Ryan, Shanna Smith-Ritterhouse, Ben Sciortino, Michael Rooney, Lisa Rooney, Stephanie Daniel, Andrea Walker, 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 Westfall to approve the Regular meeting minutes dated March 16, 2026.

MOTION approved unanimously.

CORRESPONDENCE: City Attorney, J.T. Klaus, was connected by two elderly citizens advising that there are no handicapped parking spaces on Main Street. Staff will evaluate spacing for handicap parking and address the issue.

PUBLIC COMMENTS: Andrea Walker had questions regarding the proposed new position for Director of Business & Tourism Development. Walker had concerns about structure, clarity, public funding, and long-term priorities. Walker would like the council to consider how other towns handle this type of position. Before creating a new position, the public deserves a clear explanation of what duties are truly new, what is not being done now, and why those responsibilities cannot be handled within the roles that already exist. Walker would like the council to determine if this position is the best use of Transient Guest Tax funds. Walker indicated there should be a clear job description with an open application process and a fair hiring process, and not one structured for a preferred outcome. Walker requested the council table this item to allow time for more clarity, more comparison, and more public review.

Mulvane Community Foundation Director, Malissa Long, updated the council on the third-year partnership with the Kansas Leadership Center. Because of the high number of participants in leadership training, Mulvane has now reached the second level of the Kansas Leadership Centers 3-tier engagement model. Long encourages registration for Effective Leadership Programs with KLC.

APPOINTMENTS, AWARDS AND CITATIONS:

1. **30 Year Service Award for Loren Duncan:** Mayor Allen presented Electric/Water Production Superintendent, Loren Duncan, with a 30 Year Service Award and thanked him for his dedicated service to the City of Mulvane.

OLD BUSINESS

1. Request Approval for Single Engineering Bid for CDBG:

Crystal Hinnen, with Ranson Financial, and Malissa Long, MCF Director, reviewed this item with the council. In 2024, the Mulvane Community Foundation (MCF) and Mulvane Recreation Commission (MRC) began working on a Community Development Block Grant application to help improve ADA accessibility to community businesses. In order to use CDBG funds for engineering, Request for Qualifications must be sent out. A Request for Qualifications (RFQ) was sent to three (3) Engineering Firms. One (1) response was received from Professional Engineering Consultants (PEC).

Since only one response was received, the City must request approval from the Kansas Department of Commerce to move forward with the single bid.

MOTION by Leach, second by Westfall to authorize the Mayor to sign single RFQ response letter to CDBG.

MOTION approved unanimously.

2. Failure of Bond Issue – HB 2745:

City Attorney/Bond Counsel, J.T. Klaus, updated the council on the recent developments regarding the GO Series A, 2026 Bond Issue and HB 2745. The Legislature approved HB 2745 and is awaiting action by the Governor. HB 2745 places limitations on budgets of cities and other issuers of bonds in Kansas. The repayment of general obligation bonds was not exempted from HB 2745 and therefore a limitation is placed on the property taxes that can be levied to repay such bonds, which is critical for cities that have already committed to infrastructure projects funded through general obligation bonds. The bill, if it were to become law, allows taxpayers to petition against local government property tax revenue increases that exceed 3% or a rate adjusted for inflation. If a petition is signed by 10% of qualified voters, the tax increase is blocked. This effectively changes the security for general obligation bonds in Kansas from being backed by “unlimited ad valorem property taxes” to a “limited property tax” backing. The Notice of Bond Sale shared with bidders set forth an expectation that the bond counsel opinion would reference that the City of Mulvane, Kansas, General Obligation Bonds, Series 2026 are backed by “unlimited ad valorem property taxes”.

At the present time, the Governor has not vetoed HB 2745. If the Governor vetoes HB 2745, then the Legislature can override the Governor’s veto with two-third’s legislative approval. The closing for the City’s bond issue was scheduled for Wednesday, April 8, 2026. The veto and veto override process will not be concluded in time for the closing, given that the Legislature is scheduled to return on April 9-10, 2026 to consider potential vetoes by the Governor.

HB 2745 materially changed the information and law shared with bond underwriters and investors and is no longer accurate. This cannot be resolved in time for the scheduled closing or the call of the notes, and this will prevent Bond Counsel from providing an unqualified legal opinion that the City’s General Obligation Bonds are backed by unlimited ad valorem property taxes. Due to these new developments, Stifel, Nicolaus & Co., has cancelled its purchase of the Bonds. The City has returned the Good Faith Deposit to Stifel and the redemption notice for the Series 2024 Temporary Notes has been rescinded.

The delay will increase the interest expense on the outstanding Temporary Notes and this, in turn, increases the Final Project Costs for the benefit district projects. A repeat of the special assessment proceedings will likely take 3-4 months.

NEW BUSINESS

1. Transient Guest Tax Request from Kansas Assoc. of Chiefs of Police:

City Administrator, Austin St. John, reviewed this item with the council. The KACP is hosting their annual Spring Conference in Mulvane from May 4th – 7th at the Kansas Star. The KACP is requesting TGT funds to help support the event.

MOTION by Huntley, second by Leach to authorize the City Administrator to approve the 2026 request from The Kansas Association of Chiefs of Police for Transient Guest Tax Funds in the amount of \$2,000.

MOTION approved unanimously.

2. Accept Dedications to the Final Plat for Firefly Acres:

Planning and Zoning Director, Joel Pile, reviewed this item with the council. Landowner, Gilbert Properties, LLC submitted a plat for a small tract plat outside of the city limits, but within three miles of the city limits. The plat is 37.3 acres with 3 lots. The proposed land use is for rural-type residential single-family homes.

The plat was reviewed by the Subdivision Committee on February 5, 2026, and was approved by the Mulvane Planning Commission on March 9, 2026. The governing body must agree to accept the dedications, if any, shown on the plat or refer the plat back to the Planning Commission. The plat is required to go before the Sumner County Commission for review and acceptance of any dedications.

Having reviewed the final plat for Firefly Acres filed as S/D 2026-01:

MOTION by Leach, second by Westfall to accept the dedications, if any, shown on this plat and authorized the Mayor to sign.

MOTION approved unanimously.

3. Creation of New Position for Director of Business & Tourism Development:

Planning and Zoning Director, Joel Pile, reviewed this item with the council and explained the responsibilities associated with the new position and gave a background of how and why the requested position was created. As Mulvane continues to grow and evolve, the City's ability to promote tourism, support local businesses, and conduct local events has become increasingly important to long-term community vitality. Establishing a dedicated position for business and tourism development will provide the structure and resources needed to proactively guide Mulvane's growth. This position focuses on supporting existing businesses, recruiting conventions, managing event logistics, expanding tourism opportunities, and implementing marketing efforts that highlight the City's unique assets to visitors.

The City Council approved Charter Ordinance No. 26 in 2008 which exempted the city from provisions of K.S.A. 12-1697 and provided substitute language for levying a Transient Guest Tax (TGT) of 5%, later raising the TGT to 8% in 2022. In 2011, the City Council granted a priority to request funds from the TGT to the Kansas Star on the first \$3,800,000 for support of conventions, tourism, and activities aimed at attracting overnight guests. It is anticipated that the final payment

of TGT to Kansas Star will occur in 2026 and will fulfill the priority granted. The unobligated revenue generated from the TGT can be reinvested to allow the community to improve visitor amenities, and grow its event calendar to draw additional visitors, which will strengthen the local economy and further boost future TGT revenue. The City will now have more input on what type of events to hold that will benefit the community.

The proposed Director of Business & Tourism Development position would be funded from the Planning & Zoning Departmental Budget which is a component of the General Fund and the TGT Fund. The employee in this position would perform the duties of the Mulvane Chamber of Commerce City Liaison. The Mulvane Chamber of Commerce intends to reduce its FY26 fund request from \$32,000 to \$7,500 because the proposed position would consolidate and enhance its event planning and tourism functions. The estimated annual budget impact for the new position is \$82,500 which includes wages, payroll taxes, and employee benefits.

The City Council advised they still had some questions regarding the new position. Pile welcomed any conversations from the council and advised this is an opportunity to utilize TGT funds. The Mulvane Chamber of Commerce will be requesting their FY26 funding soon, so the council's decision will determine funding requests.

MOTION by Huntley, second by Westfall to take this item off the agenda until further notice.
MOTION approved unanimously.

4. Ordinance Updating Parallel Generation Charges and Interconnection Standards:

City Attorney, J.T. Klaus, reviewed this item with the council. With the adoption of the Substitute for House Bill No. 2149, significant statutory changes to K.S.A. 66-1,184 became effective July 1, 2025, impacting municipal utilities across Kansas. The proposed amending ordinance and revised Interconnection Standards align the City of Mulvane's code and practices with the updated state requirements.

K.S.A. 66-1,184 now provides that a utility shall not impose additional fees, charges, or requirements for parallel generation service unless expressly authorized by statute. As a result, Mulvane must remove the liability insurance requirement from its Interconnection Standards. The updated statute includes a new formula for determining "appropriately sized" parallel generation systems. Mulvane may choose to adopt a more permissive standard allowing greater export capacity; however, the City may not modify the formula in a way that would require a smaller export capacity than what the statute allows. Prior to July 2025, Mulvane was required to allow interconnected customer-owned generation up to 4% of historic peak demand. Mulvane's peak demand in 2025 was 13,486 kW, meaning Mulvane must allow interconnected customer-owned generation up to 539 kW.

The statutory minimum thresholds have now increased as follows:

Beginning July 1, 2025: 6% of historic peak demand.

Beginning July 1, 2026: 7% of historic peak demand.

Beginning July 1, 2027 and thereafter: 8% of historic peak demand.

Mulvane may elect to allow more than these minimums, but state law requires at least these levels. Currently, Mulvane compensates customers for excess generation at 150% of the utility's monthly system average cost of energy. Under the revised statute, compensation may not be set below 100% of the utility's monthly system average cost of energy, which changes monthly.

MOTION by Huntley, second by Westfall to adopt Ordinance No. 1603 and the revised Interconnection Standards in order to bring the City of Mulvane's distributed generation policies and practices into compliance with Kansas State Law.
MOTION approved unanimously.

ORDINANCE NO. 1603

AN ORDINANCE AMENDING ARTICLE IV, ELECTRICAL CHARGES, SECTION 700.361, PARALLEL GENERATION CHARGES, OF THE CODE OF THE CITY OF MULVANE TO INCLUDE REVISED RATES, CHARGES, AND REQUIREMENTS FOR CUSTOMER OWNED DISTRIBUTED ENERGY SYSTEMS.

ENGINEER

1. Project Review and Update:

Main "A" Sanitary Sewer Improvements Phase 4 – All Phase 4 sanitary sewer construction is complete, and wastewater flow has been transferred into the new Main A sanitary sewer. A final walk-through inspection was performed on 3/30/26 and the project was determined to be substantially completed. A list of remaining work items is being prepared.

English Park Pedestrian Bridge – The Contractor has submitted a construction completion schedule that includes bridge abutments, bridge delivery. Project completion is determined to be approximately 5/16/26.

KDOT CCLIP Grant Application – Preliminary field surveys and concept plan development have been completed. A preliminary cost opinion has been prepared and reviewed with City staff.

Styx Creek Flood Mitigation Master Plan – A preliminary draft of the FMMP has been completed and reviewed with City staff.

CITY STAFF

City Clerk: City Clerk, Debra Parker, advised the council that Statement of Substantial Interest forms should be updated on an annual basis between April 15th and 30th. Councilmembers can review their forms on the Sedgwick County Election Office website. Forms will be available at the next City Council meeting for signature.

City Administrator:

City Attorney:

I. Executive Session: City Attorney, J.T. Klaus, requested an Executive Session for a period not to exceed twenty (20) minutes to discuss matters deemed privileged in the attorney-client relationship.

MOTION by Leach, second by Westfall to recess this meeting to an Executive Session to discuss matters deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2) for

the purpose of consultation with the City Attorney deemed privileged in the attorney-client relationship for a period not to exceed twenty (20) minutes and to reconvene in open session at approximately 7:25 p.m. to include the Mayor, City Council, City Administrator, Public Works Director, and the City Attorney.

MOTION approved unanimously at 7:05 p.m.

MOTION by Westfall, second by Huntley to reconvene the regular meeting of the Mulvane City Council.

MOTION approved unanimously at 7:28 p.m.

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

MOTION by Huntley, second by Westfall, to submit a proposal to the KPP Generation Proposal in accordance with staff recommendations.

MOTION approved unanimously.

CONSENT AGENDA ITEMS:

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

1. Payroll Dated 3/27/26 - \$270,596.08
2. City Utility Bills for February-\$22,677.81
3. Purchase of Ferric Chloride from Brenntag for WWTP - \$11,700.00
4. Warrant Register for March - \$1,403,742.52

MOTION approved unanimously.

ANNOUNCEMENTS, MEETINGS, AND NEXT AGENDA ITEMS:

Next City Council Meeting – Monday, April 20, 2026 – 6:00 p.m.

Council Workshop- Monday, April 27, 2026 – 6:00 p.m. at the PIX

ADJOURNMENT:

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

MOTION approved unanimously at 7:30 p.m.

Minutes by:

Debra M. Parker, City Clerk

Minutes approved by the City Council _____.

ARBOR DAY PROCLAMATION

Whereas, In 1872, J. Sterling Morton proposed the Nebraska Board of Agriculture that a special day be set aside for planting of trees, and

Whereas, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, and lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

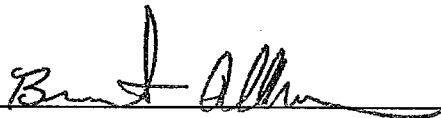
Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are a source of joy and spiritual renewal,

Now, THEREFORE, I BRENT ALLEN, Mayor of the City of Mulvane, Kansas do hereby proclaim April 21st as ARBOR DAY in the City of Mulvane, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

DATED this 20th day of April, 2026



Mayor Brent Allen



ATTEST:



April 9, 2026

Mayor Allen
Members of the Mulvane City Council
Mr. Austin St. John

Mayor and Members of the Council,

On behalf of the Mulvane Chamber of Commerce, I want to sincerely thank you for your continued partnership and investment in our organization. Your support plays a vital role in strengthening Mulvane's businesses, events, and overall community vitality.

As we look ahead to 2026, we respectfully request continued funding in the amount of \$38,000 to support the Chamber's ongoing work on behalf of the City and community.

The Chamber's Role Has Evolved

Over the past two years, the Mulvane Chamber has grown into a strategic operational partner to the City.

While the City has leadership in community and economic development, the Chamber plays a complementary role by expanding capacity in key areas such as:

- Marketing & communications
- Tourism promotion
- Business engagement and visibility
- Community event coordination

Together, these efforts ensure that Mulvane's initiatives are not only planned—but actively promoted, implemented, and experienced by residents, businesses, and visitors.

Today, the Chamber helps carry out and amplify many of these functions, providing services equivalent to multiple operational roles—without requiring additional City staffing.

Driving Economic Growth & Supporting Businesses

Mulvane continues to see strong business momentum:

- **40 new businesses in 2024**
- **20 new businesses in 2025**

The Chamber supports these businesses through:

- Marketing and promotion
- Events that drive customer traffic
- Networking and education opportunities

- Community visibility

Additionally:

- Membership remains strong at **130 businesses**
- Sponsorship revenue increased **20% year-over-year**
- Actively works with the Kansas Star Event Center to recruit events, conventions, and trade shows that drive visitors and economic impact to Mulvane.

These efforts directly contribute to local economic activity and sales tax revenue.

Events That Bring People Into Mulvane

The Chamber organizes and supports events that bring hundreds—and cumulatively thousands—of people into Mulvane each year, including:

- Easter Egg Hunt
- Market on Main (Farmers Market)
- 4th of July Parade
- Safe Treat Night
- Shop Small Saturday: Holiday Market
- Tree Lighting
- Downtown Christmas

These events:

- Increase foot traffic
- Support local businesses
- Strengthen community engagement
- Enhance Mulvane’s reputation as a vibrant place to live and visit

Marketing & Visibility for the City

The Chamber serves as Mulvane’s **primary marketing and communications engine**.

In 2025:

- Facebook content reached **321,500+ views (4.5× increase)**
- Instagram reach **doubled**
- Content output increased significantly, improving engagement and visibility

The Chamber:

- Promotes City events and initiatives
- Creates graphics, videos, and social media campaigns
- Responds to inquiries from residents and visitors
- Maintains the PIX mar
- Supports nonprofits and community partners

To replicate this level of output, most cities would require:

- A full-time marketing coordinator
- Additional event or tourism staff

Tourism & Statewide Recognition

Mulvane is gaining increasing recognition across Kansas due to the Chamber's leadership:

- Representation at the Kansas State Fair
- Ongoing promotion through the South Central Kansas Tourism Region
- Election to regional leadership (2026 Secretary)

In 2025, Mulvane received:

- **TIAK Best in Show (top statewide tourism honor)**
- **TIAK 1st Place in Small Member Community Collaboration**
- **CCEK Best in Show (small chamber category)**
- **Kansas Destination Specialist Certification**

These achievements elevate Mulvane's visibility and credibility across the state.

Long-Term Infrastructure Created for the City

The Chamber continues to build lasting assets that benefit Mulvane:

- **Mulvane Community Guide**
 - Expanded from a directory into a full community and visitor resource
 - Used by residents, visitors, realtors, and businesses
 - Estimated independent cost: \$10,000–\$20,000 annually
 - No cost to the City
- **Combined Chamber + Visit Mulvane Website**
 - Streamlines communication
 - Enhances tourism and business visibility
 - Reduces long-term administrative workload
- **Street Banner Program**
 - 55 banners installed
 - Strengthens downtown identity and branding
 - Partnered with the school district and local businesses to bring an author to Mulvane for a live reading, cartoon demonstration, and book signing—resulting in over 400 books distributed to Pre-K through 2nd grade students.

Return on Investment

The City's annual investment of approximately \$38,000 yields an estimated \$150,000–\$225,000 in value annually. This includes:

- Marketing and communications
- Tourism promotion
- Events and community programming
- Business support and recruitment
- Regional representation and advocacy

The Chamber delivers 5–7 times the value of the City’s investment.

Organizational Growth & Capacity

The Chamber has experienced significant growth in:

- Programming
- Events
- Regional leadership
- Marketing output

This reflects a healthy and expanding organization, while also highlighting the importance of continued support to sustain and manage that growth effectively.

Request for 2026

We respectfully request \$38,000 in funding for 2026 to continue providing:

- Business support and visibility
- Community events
- Citywide marketing and communications
- Tourism promotion
- Regional representation

The Mulvane Chamber of Commerce is proud to serve as a connector, promoter, and advocate for our community.

We are committed to continuing this work in partnership with the City to support Mulvane’s growth, visibility, and long-term success.

Thank you for your continued support and collaboration.

Sincerely,

Brittany Kruger
Executive Director
Mulvane Chamber of Commerce

Motion to approve 2026 funding for the Mulvane Chamber of Commerce in the amount of \$38,000.

**City Council Meeting
April 20, 2026**

To: Honorable Mayor Allen and City Council

Fr: Mulvane Recreation Commission

Subject: Sports Complex Master Plan

Recommendation: Approve Collaborative Parks & Recreation Master Plan with Mulvane Recreation Commission.

Background: The Sports Complex has served our community for many years, but it is now aging and in need of significant improvement. Citizens have consistently expressed a desire for upgrades, expanded amenities, and better overall functionality. While basic maintenance and individual projects have been completed over time, continuing to address needs through one-off or reactive improvements is neither efficient nor cost-effective.

Feedback gathered from citizens through community listening sessions revealed a clear prioritization of the need to make park and trail improvements with an emphasis for updates at the Sports Complex. Based upon citizen input, one of the key initiatives of the Mulvane Comprehensive Plan is developing a Parks and Recreational Master Plan. During the planning process, it became evident that the existing information regarding the Sports Complex and surrounding area was not sufficient to support long-term decision-making. As a result, the need was identified to conduct a more detailed and comprehensive study to fully evaluate current conditions, future needs, and overall role within the community.



A Parks & Recreation Master Plan is an essential long-range planning tool that guides the strategic development, improvement, and operation of parks and recreational facilities. For an aging sports complex and future recreational facility, a master plan ensures that future investments are intentional, community-driven, and aligned with long-term needs rather than driven by isolated or reactive projects.

A master plan establishes a unified community vision for the recreation amenities in the area of Webb & 111th. It outlines long-term goals, identifies desired amenities, and creates a roadmap for improvements, ensuring that decisions are coordinated instead of piecemeal.

Through detailed assessments, the plan documents aging infrastructure, accessibility concerns, safety issues, and capacity limitations. Understanding current conditions helps the community prioritize what needs immediate attention and what requires long-term investment.

Recreational trends and community expectations change over time. A master plan uses surveys, public workshops, demographic data, and participation patterns to identify what residents want today and anticipate what they will need tomorrow—whether that is new sports facilities, updated fields, added pickleball courts, more trails, or improved gathering spaces.

With limited resources, it is essential to invest wisely. A master plan organizes recommendations into short-, mid-, and long-term priorities and aligns them with realistic budgets. Phasing ensures that improvements are strategic, cost-effective, and responsive to the highest-value needs.

Many grant programs require or strongly prefer applicants with a current master plan. Having a documented community vision and data-driven justification increases eligibility and competitiveness for outside funding.

Beyond new amenities, a master plan helps communities plan for staffing, maintenance, life-cycle replacement, and operational needs. This reduces long-term costs and ensures that facilities remain safe, modern, and heavily used.

Financial Consideration: Funds for this initiative will be allocated from the dedicated 1% sales tax, ensuring that the resources required for the project are supported without impacting the City's general operating budget. This allocation aligns with the intended use of the sales tax revenue and supports long-term community reinvestment. The 1% Sales Tax Fund currently has an unencumbered balance of \$1,728,618. At the April 10, 2026, meeting of the Mulvane Recreation Commission the Commission voted to fund 40% of the cost for the Master Plan.

Recommendation: Accept the agreement provided to the Recreation Commission from Confluence and agree to fund 60% of the Plan for an amount not to exceed \$80,000.

Motion to fund 60% of the Mulvane Parks and Recreation Master Plan provided to the Mulvane Recreation Commission from Confluence for an amount not to exceed \$80,000.

EXHIBIT A**July 28, 2025****Facilities Master Plan – Mulvane Recreation Commission****Scope of Services – Feasibility Master Plan****PROJECT UNDERSTANDING**

The Mulvane Recreation Commission has a strong commitment to provide high-quality parks, recreation facilities and programs for the community. The Feasibility Master Plan will create a roadmap for ensuring an appropriate balance of facilities and amenities throughout the community now and into the future. The Parks Recreation Facilities Master Plan will be a system-wide approach to evaluate current recreational facilities and amenities in order to develop goals, policies, program pricing methodology and guidelines along with achievable strategies. The outcome of the master plan will be a heavily-used resource for the future development and/or redevelopment of the Commission's existing facilities over the next five years.

The purpose of the plan is to create a clear set of goals, policies, standards, objectives and budget requirements to Commission staff, the Parks and Recreation Steering Committee, and the Mulvane community. The Parks and Recreation Facilities Master Plan will be a shared process that taps the opinions and ideas of community stakeholders and includes the collection and analysis of data to develop goals, objectives, policies and standards for the Commission's park and recreation system. The plan will include at a minimum the following components:

- **Engage the community**, leadership and stakeholders in meaningful, all-inclusive and creative public engagement process to build a shared vision for parks and recreation facilities that supports the economic and community goals of the Commission;
- **Utilize a wide variety of data sources and best practices** to predict trends and patterns of use and how to address unmet needs in the Commission, as well as create a roadmap for ensuring a balance of facilities and amenities;
- **Determine unique Level of Service Standards** for the Commission to project appropriate and prudent actions regarding parks, facilities, recreation programs, and services;
- **Shape financial and operational preparedness** through innovative and “next” practices to achieve the strategic objectives and recommended actions, as well as goals, policies, and program pricing strategies;
- **Develop a dynamic and realistic strategic action plan** that can ensure long-term success and financial sustainability for parks, facilities, and recreation programs, as well as action steps to support the family-oriented community and businesses that call Mulvane home.

The foundation of the Consulting Team's approach is a creative and comprehensive public participation process. It is very important to not only to engage those who typically participate in the planning process but also those who do not. We will identify opportunities that engage people through a variety of community input processes. The information derived by the public's participation in key leadership meetings, focus group meetings, public forums, and citizen-household surveys is important. However, it is equally important that the information received is applied to the overall planning process to articulate accurately the true unmet needs, address key issues and provide the greatest recommendations, and strategies to move the Commission's parks and recreation facilities forward for optimum results.

The Consulting Team proposes to utilize community input as the foundation of the Master Plan. This innovative process utilizes comprehensive public input and insight in a meaningful way. Input, guidance and values from key community leaders, stakeholders, and the general public are used to create overall guiding principles and values of the community related to the delivery of parks and recreation services. The process is then used as the basis for developing or reaffirming the vision, mission and strategic objectives for the Master Plan.

Key Steps in the Process

The Master Plan will create a clear set of objectives that will provide direction to the Commission staff, Parks and Recreation Steering Committee, Parks and Recreation Advisory Board and the Mulvane community for development and enhancement of the Commission's parks and recreation system for a short-term, mid-term and long term range. There are numerous steps in the project, with the following key areas of focus being foundation components.

FEASIBILITY STUDY

Task 1 –Project Management, Progress Reporting & Data Review

A. Kick-off Meeting & Project Management - A kick-off meeting should be attended by the key Department staff and Consulting Team members to confirm project goals, objectives, and expectations that will help guide actions and decisions of the Consulting Team. Detailed steps of this task include:

- **Confirmation** – The project goals, objectives, scope, and schedule will be confirmed.
- **Outcome Expectations** – Discuss expectations of the completed project. .
- **Communications** – Confirmation on lines of communication, points of contact, level of involvement by Department staff and local leaders, and other related project management details. Also, protocols and procedures for scheduling meetings should be agreed to.
- **Progress Reporting** – The Consulting Team will develop status reports to the Department on a monthly basis. More importantly, we will be in close and constant contact with your designated project coordinator throughout the performance of the project. Lastly, the Consulting Team will meet with the Project Manager at important milestone dates during the master planning process, which will be finalized at the kick-off meeting with specific dates outlined.

- **Prepare database of stakeholders** – The Consulting Team will work with the Department who will gather contact information from a variety of sources within the Department. This information will be used in the key leadership/focus group interview portion of the Parks Master Plan.

B. Data Collection and Review – The Consulting Team will assemble and review available documentation from Commission files, existing planning documents, existing site or facility master plans that could include the following:

- Mulvane Aquatic Center Evaluation
- Mulvane Community Center Assessment and Recommendations
- Mulvane Comprehensive General Plan
- Park Ordinances
- Programming statistics
- Financial budgets
- Existing Site Master Plans

Meetings: Commission staff review meeting of scope and schedule. The Consulting Team and the assigned Commission’s Project Manager will hold progress meetings via conference call as often as necessary, but no less than once per month until the final plan is approved by the Parks and Recreation Steering Committee, Parks and Recreation Advisory Board and the Commission for the purpose of progress reporting. Lastly, the Consulting Team will meet with the Project Manager at important milestone dates during the master planning process, which will be finalized at the kick-off meeting with specific dates outlined.

Deliverables: Finalized scope of work, work schedule with target completion dates, and identification of relevant stakeholders and focus groups. Commission staff input report and a summary report assessment of the data collection.

Task 2 – Public Engagement Process

In order for the Mulvane Facilities Master Plan to ultimately be successful, it must represent the desires of community. The process and resultant recommendations and plans will evolve and develop based on the collective input of these groups. The direction of the plan, the focus of the analysis, and the final recommendations should all be established as a direct result of the stated needs and desires of those guiding and participating in the planning process as well as a careful analysis of existing conditions and issues.

Our planning process is our strength, and our ability to truly engage a variety of stakeholders in a meaningful dialogue about future growth of the community will ultimately lead to establishing a strong and unifying vision. Our team will facilitate a series of community meetings and planning workshops to provide ample opportunities for all participants to provide input and assist in evaluating alternatives. These collaborative efforts will result in the creation of a master plan that can be used to guide future facility growth, development, and revitalization.

With this in mind, our team is committed to facilitating an open dialogue with key stakeholders and the community throughout the planning process, and will provide and request open and honest

feedback on all issues being addressed. Our team is passionate about the benefits of a transparent planning process and communication, not only because we believe it is vital for all involved participants to feel a sense of ownership in this plan, but because the best ideas come from the creativity of multiple participants with varied perspectives. The results will be “their” master plan, and it will take everyone’s help in order to make it a reality. The result of this approach typically creates many “project champions” that can assist in future endeavors to successfully implement the revitalization plan recommendations. Specific tasks include:

A. Key Leadership/Focus Group Interviews – The Consulting Team will perform focus groups and key leadership interviews the community to evaluate their vision for parks and recreation in the Commission of Mulvane community. Focus group meetings and key leadership interviews with the Parks and Recreation Steering Committee and the Commission Council and other key leaders will be held over a two-day period. Also, at least three (3) meetings will be completed with the Parks and Recreation Steering Committee to provide progress reports throughout the planning process. During these interviews/focus groups, the Consulting Team will gain an understanding of the community values, as well as determine the priority for recreation facilities and programming. The following list of potential interviewees will be used to select the final list in conjunction with the Department:

- Elected Officials
- Key Business Leaders
- Commission Administration
- Parks and Recreation Steering Committee
- Key Partners/Philanthropic Organizations
- School officials
- Users and non-users of the parks and recreation system
- Department Staff
- Seniors
- Arts community
- Youth sports groups

B. Public Forums/Workshops – Our team will facilitate a series of 2-3 public community meetings (final quantity to be determined in collaboration with Commission Staff) focused on collecting input from community residents regarding services, use, preferences, as well as opportunities and constraints. Our team is very experienced in facilitating large public meetings and organizing around issues and opportunities, with “hands-on” activities to assist participants in providing input and making informed choices for various alternatives. Confluence has also successfully collaborated with the Mulvane Community on the recently approved Shawnee Mission Parkway Corridor Plan and looks forward to building on these previous efforts to continue the conversation for establishing a future vision related to these community facilities.

C. Electronic Survey – Also, the Consulting Team will create an online survey administered through www.surveymonkey.com. This survey will be promoted through the Commission’s website and promotional mediums to maximize outreach and response rates. These surveys will provide quantitative data and guidance in addition to the stakeholder and focus groups in regards to the recommendations for specific programs, facility components, usage, and pricing strategies.

Meetings: Commission staff review of community meetings agenda. Focus group meetings and community stakeholder meetings held over two days, and two to three Community Public Forum

Meetings to gather public input. Commission staff review and finalization of the needs from the electronic survey. Meetings with the Parks and Recreation Steering Committee.

Deliverables: The Consulting Team will act as professional facilitators to gather information about services, use, preferences and any agency strengths, weaknesses, opportunities and threats. Well organized and directed activities, techniques, and formats will be provided to ensure that a positive, open and proactive public participation process is achieved. Written community meeting report for each meeting will be provided. A community survey draft for review and survey results and analysis report will be provided.

Task 3 - Demographic and Recreation Trends

A. Demographic & Recreation Trends Analysis – The Consulting Team will utilize the Commission’s projections and supplement with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends; for comparison purposes data will also be obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:

- To understand the market areas served by the park and recreation system and distinguish customer groups.
- To determine changes occurring in the Commission and the region, and assist in making proactive decisions to accommodate those shifts.
- Provide the basis for Equity Mapping and Service Area Analysis

The Commission’s demographic analysis will be based on US 2024 Census information, 2025 updated projections, and 5 (2030) and 10 (2035) year projections. The following demographic characteristics will be included:

- Population density
- Age Distribution
- Households
- Gender
- Ethnicity
- Household Income

From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within the community. For the sports and recreation trends, the Consulting Team utilizes the Sports & Fitness Industry Association’s (SFIA) 2015 Study of Sports, Fitness and Leisure Participation, ESRI local market potential, as well as participation trends from the Outdoor Foundation on outdoor recreation trends.

Deliverables: A Demographic & Recreational Trends Analysis Report.

Task 4 – Existing and Future Facilities – Analysis of Level of Service

- A. Facilities Inventory and Assessment** – Our team will develop a comprehensive inventory/condition rating and conduct site inventories for each of the existing Commission recreation facilities. We will update and will prepare an assessment report on inventories, existing condition information, and any use statistics at each location. This analysis will determine the current needs being met by the Commission of Mulvane’s park and recreation system and be used to identify those recreation areas that are lacking or not being served.
- **Data Collection:** We will assemble maps and site plans for all existing parks and recreation facilities as available from the Commission. Base maps will be utilized to inventory existing facilities and develop existing conditions reports. Site visits will be conducted at each facility in order to confirm base map information. Base mapping will be supplemented with photographic inventories of all park facilities.
 - **Facility Conditions Evaluations:** Based on developed base maps and site reconnaissance we will prepare conditions evaluations of all parks and recreation facilities defining items such as quantity and conditions, support facilities / structures, and other assets.
- B. Service Provider and Comparative Analysis** – The Consulting Team will analyze all major direct and indirect service providers. Direct and indirect service providers will be based on typical services/programs administered at like parks and recreation facilities. This data will be utilized to compare against the activities and programs identified in the Market Definition. An inventory of comparable facilities will be performed on a local and regional basis to attempt to quantify market share. An analysis of competition will include: location, service offering, public/private provider, profit/non-profit provider, pricing, and attraction. This analysis will help to identify the best possible provider of recreation services and recommendations for enhancing partnerships and minimizing duplication.
- C. Park Classifications and Level of Service Standards** – The Consulting Team will work with the Department to review and confirm, modify or add to existing park classifications, and preferred facility standards for all park sites, trails, open space amenities including common areas and indoor and outdoor facilities. These classifications will consider size, population served, length of stay, and amenity types/services. Facility standards include level of service standards and the population served per recreational facilities and park amenities. Any new or modified classification or standard will be approved as required. These are based on regional, statewide or nationally accepted parks and recreation standards, as well as the Consulting Team’s national experience and comparison with peer/survey agencies. These standards will be adapted based on the needs and expectations of the Commission of Mulvane.
- D. Prioritize Land Acquisition** – With input from the Commission we will help to identify potential park facility expansion sites around the Commission. Potential sites will be considered based on location to service needs, size, Commission to accommodate the needed facilities, and potential acquisition cost and timing.
- E. Recreation Program and Services Assessment** – Recreation programs and special events are the backbone of park and recreation agencies. This assessment will review how well the Commission of Mulvane aligns itself with community needs. The goal of this process is to provide

recreation program enhancements that result in successful and innovative recreation program offerings. The Consulting Team will provide insight into recreation program trends from agencies all around the country. The process includes analysis of:

- Age segment distribution
- Lifecycle analysis
- Core program analysis and development
- Similar provider analysis/duplication of service
- Market position and marketing analysis
- User fee analysis for facilities and programs/services
- Review of program development process

Backstage support, or service systems and agency support needed to deliver excellent service. Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues. Additionally, it will help focus staff efforts in core program areas and create excellence in those programs deemed most important by program participants.

F. Prioritized Facility and Program Priority Rankings – The Consulting Team will synthesize the findings from the community input, survey results, standards, demographics and trends analysis, park and facility assessment, recreation services assessment and the service area mapping into a quantified facility and program priority ranking. This priority listing will be compared against gaps or surplus in recreation services, parks, facilities and amenities. This will list and prioritize facility, infrastructure, amenities, and program needs for the parks and recreation system and provide guidance for the Capital Improvement Plan. The analysis will include probable future recreation facilities needs based on community input, as well as state and national user figures and trends. Also, a set of prioritized recommendations for maintenance and renovation of parks and recreation facilities will be developed. The Team will conduct a work session with staff to review the findings and make revisions as necessary.

Meetings: Review of staff provided inventory and condition information. Tour of existing Parks and Recreation Department facilities/properties for the purposes of assessment of parks and facilities. Initial meeting with Recreation staff to provide information regarding current program offerings and marketing methods. Follow up after review after initial site visit and review to present findings and recommendations on programming opportunities and recommendations on community programs. Park classification and standards review discussion.

Deliverables: Parks and Recreation Department Facility Analysis / Assessment Report. Program for acquisition and development of recreation facilities and administration of facilities for the future. Programs and Services Assessment Report.

Task 5 – Site Analysis

A. Site Analysis – The Design team will evaluate the Commission’s existing facilities and surrounding context. Taking into account the identified community needs that emerge from our team’s master planning process, we will evaluate and analyze existing facility sites, potential additional property acquisition, and other alternative site locations in order to explore a wide range of options to

address the identified programmatic needs of these facilities. This analysis will include issues related to existing infrastructure, access, topography, soil conditions, adjacent land uses and potential impacts on immediately surrounding facilities.

These alternatives can range from additions or adaptive re-use of some existing facilities to full-scale replacement with new improvements, including how to utilize any existing site area where facilities have been removed. This planning effort will require a creative, balanced, and pragmatic approach to craft recommendations that will address Mulvane's unique needs, and our team is prepared to work collaboratively with all participants to assist the Commission in achieving their goals. Utilizing the community input, demographic analysis, service provider analysis, and market definition, the Consulting Team will identify the recommended core programs. This will include key activities and programs for participants, as well as the potential size of the core program and market positioning.

- B. Concept Planning** – After evaluating the potential site(s) analysis and completing the needs assessment, we will develop concept plans that encompass the key features, programming needs, and components. This work will include color plan-view drawings, recommended features, and preliminary cost information. During the concept development process, we will conduct necessary meetings, with the Parks and Recreation Steering Committee and with the public as identified and necessary. Comments and revisions from each meeting will be incorporated into the concept plans to develop the final concept for approval.
- C. Capital Improvement Plan** – The culmination of all analysis will result in a prioritized plan providing guidelines to the Commission of Mulvane for investing and developing parks and recreation facilities. This capital improvement plan will reflect community needs identified in the public input process, household survey, demographics, prioritized facility and program needs analysis, and physical analysis. The capital improvement plan will focus on three key areas:
 - Existing Park System Needs
 - Land Acquisition
 - New Recreation Facilities Needs

The plan will take into account operational and financial impacts in developing options and cost estimates. The plan will present budgetary capital costs, priorities, and funding strategies including partnership and revenue generation opportunities for capital and operational funding for a short-term, mid-term, and long-term.

Meetings: Initial meeting with staff to provide information regarding the site analysis and conceptual plans. Follow up after review after initial visit and review to present findings and recommendations on conceptual plans.

Deliverables: Conceptual layouts will be provided. Capital Improvement Plan based on priority rankings.

Task 6 – Operational, Financial and Funding and Revenue Strategies

- A. Facilities Operational Plan** – The Team will analyze management practices and limitations to understand the operational situation of the Community Center and Aquatics Center, as well as long term maintenance needs. This analysis will provide support for a future organizational

structure and staffing requirements, and strategies for operational efficiency, policy development, system and technology requirements, and marketing/communication capabilities. Also, operational standards will be established and costs for the facilities based on full operations. This will include hours of operation, staffing levels needed, technology requirements and customer service requirements based on established and agreed upon outcomes. Where appropriate, personnel standards as dictated by all state and/or local codes and ordinances will also be determined based on the design and program of the two facilities.

B. Financial Plan/Pro-Forma – Based on the program, operations, and conceptual plans, the Design Team will develop a detailed financial plan illustrating pricing strategy for each of the programs and services. The detail financial plan would include a space utilization summary based on detailed line item projections and detailed participation by program area. Financial modeling will be completed in Microsoft Excel; a fully functional version of the electronic model will be provided to the Commission for future use as a budgeting and planning tool. The electronic financial model, fully linked and functional with the ability to project and model dynamic scenarios, will include:

- **Expenditure detail:** Detailed staffing by space/program area; Contractual costs, including but not limited to, utilities, maintenance and repair, insurance, office/license/dues, advertising and promotion; Commodity costs for program area and general facility requirements; Contract instructor/officiating costs
- **Revenue and participation detail:** General admission by month of year, by participant category and price point (youth, adult, weekday, weekend, etc.); Program/class participation by session/meetings, by participant category ; Rental by space/program area by price point

Pricing strategies would be based on a ten (10) step process which highlights the level of exclusivity received by the participant and the value of experience provided. The detailed financial plan will be included as a deliverable to provide management and staff the ability to affectively plan and budget for future years. In addition to the line item detail and summary schedules for revenues, expenditures, and debt service, this model will provide a five-year pro forma and cash flow for budgetary purposes.

C. Funding and Revenue Strategies – Funding strategies will be developed based in part to our review and analysis of the facilities as well as the national experience brought by the Consulting Team. The Consulting Team has identified numerous funding options that can be applied to the Parks and Recreation Facilities Master Plan based on the community values. The funding strategies to be evaluated for recommendations will include at a minimum:

- Fees and charges options and recommendations
- Endowments/Non-profits opportunities for supporting operational and capital costs
- Sponsorships to support programs, events, and facilities
- Partnerships with public/public partners, public/not-for-profit partners and public/private partnerships
- Dedicated funding sources to support land acquisition and capital improvements
- Development agreements to support park acquisition, open space and park and facility development
- Earned Income options to support operational costs
- Land or facility leases to support operational and capital costs

- Identify grant opportunities and resources to construct parks and facilities identified in the Master Plan including suggested timelines

D. Athletics Complex Operational Plan and Performance

As part of a more in-depth review, the design team will build upon the operations plans and look at projected population growth, trends and needs in the Mulvane area to determine the mix of athletic fields necessary to support both recreational play within the city as well as the potential for future tourist impacts possible and facility needs for tournament play. This detailed review of the facility will look at staffing levels and financial funding options to guide smart growth of the facility and the potential phased approach to developing surrounding land and space necessary to accommodate City needs.

Meetings: Review of staff provided financial analysis and any current operational policies. Initial meeting with Parks and Recreation staff to provide information regarding current operations. Follow up after review after initial visit and review to present findings and recommendations and possible funding options.

Deliverables: Operational / Staffing and Economic Findings Report. Funding and Revenue strategies outlined with recommendations.

Task 7 – Implementation & Master Plan Development

The Parks and Recreation Facilities Master Plan will be framed and prepared through a series of workshops with Department staff. The overall vision and mission statements will be affirmed or modified, and direction for the Department will be established along with individual action strategies that were identified from all the research work completed. Key recommendations and tactics that support each action strategy to its fullest outcome will be outlined in a strategy matrix with priorities, timelines, measurement, and teams within the Department or external partners to focus on. Specific tasks include:

- A. Develop Vision, Mission and Goals/Objectives** – The supporting vision and mission statements will be affirmed or developed with senior Department staff in a work session. Following this effort, goals/objectives and policies will be established and prioritized. A status briefing will be presented to gain input and consensus on direction.
- B. Strategic Action Plan** - Upon consensus of all technical work, the remaining action plan will be completed with supporting strategies, actions, responsibilities, and priorities/timelines and cost estimates. These strategies will be classified as short-term, mid-term or long-term strategies and priorities. This will be reviewed with senior Department staff in a half-day workshop. The Consulting Team will propose a prioritization schedule and methodology used on successful master plans across the United States from their work. Action plans will be established in the following key areas:
 - **Site and Facility Management** – Recommendations that provide for short and long term enhancement of site and facility management practices of the Commission.
 - **Programs and Services** – Recommendations that provide for short and long term development and maintenance of programs and services provided by the Commission, including opportunities to improve meeting user needs.

- **Financial and Budgetary Commission Development** – Recommendations that provide for short and long term enhancement of the financial and budgetary capacity of the Commission related to parks and lands.
- **Commission Policies and Practices** – Specific policies and practices for the Commission of Mulvane that will support the desired outcomes of this Master Plan will be detailed. This will include, but not be limited to land management, site and facility management, programs and service management, public finance and funding options, and relevant Commission and local ordinances.

C. Draft Report Preparation and Briefings– The Consulting Team will prepare a draft Master Plan with strategies taking into account all analysis performed and consider the fiscal and operational impacts to the Department. The recommendations and prioritization of needs will be reviewed and discussed with the Parks and Recreation Steering Committee, Commission Council and staff on schedules to finalize proposals, projects and timelines.

D. Final Master Plan Presentations, Preparation, and Production – Upon comment by all vested Commission staff, the Parks and Recreation Steering Committee, the Commission Council, and the community, the Consulting Team will revise the Draft Master Plan to reflect all input received. The Consulting Team will prepare a final summary report and present to the Parks and Recreation Steering Board and Commission Council for final approval and adoption. The final plan will be prepared with a Summary Report delivered along with associated appendices (technical reports). Bound copies of the final parks and recreation facilities master plan and executive summary will be delivered, as well as a copy in Microsoft WORD or InDesign format of the Final Plan will be delivered.

Meetings: Meetings with Commission staff. A presentation to the Parks and Recreation Steering Committee, and Commission Council. The Consulting Team will meet with Commission for review of changes.

Deliverables: The Consulting Team will provide the following final deliverables at a minimum:

- The Facilities Master Plan will include phased goals, plans, objectives and policy statements that articulate a clear vision and “road map” and model for the Parks and Recreation Department’s future
- A summary of existing conditions, inventories and Level of Service analysis
- Charts, graphs, maps and other data as needed to support the plan and its presentation to the appropriate audiences
- A Financial Plan
- An Action Plan
- One (1) joint meeting with Parks and Recreation Steering Committee and Parks and Recreation Advisory Board at the time of adoption of the Master Plan
- One (1) meeting with the Commission Council for final presentation of the Master Plan for recommendation to accept
- A color version of the draft Master Plan document consisting of one (1) printed and bound color copy and an electronic copy in PDF

- A color version of the final master Plan document consisting of three (3) printed and bound color copies and an electronic copy in PDF

EXCLUSIONS

1. Record Drawings

ARTICLE 3: FEES AND EXPENSES:

1. We propose to perform the services described in Article 1: Scope of Services: Tasks 1-16, on a Lump Sum not to exceed basis as follows:
2. **Total Contract Amount:** \$
3. Reimbursable expenses, including travel, long-distance telephone, and printing are excluded in the services fee and will bill invoiced at cost to a maximum total of \$

Chris Cline, PLA, Senior Vice-President
816-531-7227
ccline@thinkconfluence.com
510 Walnut Street, Suite 301
Kansas Commission, Missouri 64106

Proposal Accepted by

Date

Task	Total
1 Project Management	\$11,030.00
2 Public Engagement	\$0.00
Focus Interviews	\$8,000.00
Public Forum	\$6,500.00
Electronic Survey	\$2,500.00
3 Demographics and Trends	\$2,500.00
4 Existing and Future Facilities / Level of Service	\$8,325.00
Service Provider Analysis	\$3,000.00
Level of Service Standards	\$3,000.00
Program Assessment	\$4,000.00
5 Site Analysis	\$9,260.00
Site Analysis	\$7,500.00
Concept Planning	\$16,500.00
Capital Improvement Plan	\$4,500.00
6 Operationals, Financial, Funding Revenue Strategies	\$0.00
Facilities Operational Plan	\$4,000.00
Financial Plan / Pro Forma	\$6,000.00
Funding / Revenue Strategies	\$2,500.00
Athletics Complex Operational Plan and Performa	\$15,000.00
7 Implementation Plan	\$0.00
Mission/Vision/Goals and Objectives	\$2,500.00
Strategic Action Plan	\$10,000.00
Briefings	\$6,000.00
	\$132,615.00
Expenses	\$1,000/trip

City Council Meeting
April 20, 2026

TO: Mulvane City Council

FR: Gordon Fell, Director of Public Safety

RE: Updated 800 Mhz Radios for EMS

ACTION: Motion to approve the quotes from KA-Comm and Sunny Communication for EMS radios.

Background:

As a final phase of radio infrastructure improvements, we are replacing EMS radios, both mobile and portables. This purchase is part of our radio update project which has been ongoing since 2023. The purpose of this project is for compliance with encryption mandates for securing personal information and moving EMS Operations to the 800 Mhz System.

Analysis:

This portion of the project is to update the 800 Mhz mobile radios that are in each vehicle as well as portables used by staff.

We requested and received several quotes from vendors with a range of radio that would meet the requirements needed. Below is a breakdown of the quotes received.

Vendor	Style	Price
1. KA- Comm	Portables/Mobile	\$83,707.49
2. First Wireless	Portables/Mobile	\$120,974.20
3. Sunny Comm	Mobile	\$18,981.01

Evaluation of the quotes has led us to mix the quotes between two vendors to get the savings needed. Staff's recommendation is to purchase portable radios from KA-Comm in the amount of \$52,256.50 and Mobile Radios from Sunny Communications in the amount of \$18,981.01. The combining of these quotes and vendors will allow for significant savings.

Why Sunny Communications: The older radios we currently have in patrol vehicles were purchased from Sunny Communications many years ago and have served us and many other agencies well. Radios that are mounted in the vehicle are less likely to have issues normally addressed under the warranty compared to a handheld portable.



Financial Considerations:

EMS Operating Budget New Equipment/CIP Funds

Legal Considerations:

None

Recommendation:

Motion to approve the quote #EST168 from Sunny Communications LLC for the in the amount of \$18,981.01.

Motion to approve the quote #32257 from KA-Comm in the about of \$52,256.50.



MULVANE, CITY OF
MEMS RFP
02/27/2026

02/27/2026

MULVANE, CITY OF
211 N SECOND ST
MULVANE, KS 67110

RE: Motorola Quote for MEMS RFP

Dear Lowell Ester,

Motorola Solutions is pleased to present MULVANE, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide MULVANE, CITY OF with the best products and services available in the communications industry. Please direct any questions to Tanner Bretches at tannerb@firstwirelessinc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Tanner Bretches
Sales Account Manager

Motorola Solutions Manufacturer's Representative

Billing Address:
 MULVANE, CITY OF
 211 N SECOND ST
 MULVANE, KS 67110
 US

Quote Date:02/27/2026
 Expiration Date:04/28/2026
 Quote Created By:
 Tanner Bretches
 Sales Account Manager
 tannerb@firstwirelessinc.com
 316-265-2290

End Customer:
 MULVANE, CITY OF
 Lowell Ester
 lester@mulvane.us
 316-223-1196

Contract: 21810 - JOHNSON COUNTY
 (KS)

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TXS9PW1AN	MOBILE RADIO APX8500 ALL BAND HP	3	\$7,728.00	\$4,636.80	\$13,910.40
1a	GA00580AA	ADD: TDMA OPERATION	3	\$530.00	\$318.00	\$954.00
1b	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	3	\$112.00	\$67.20	\$201.60
1c	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX	3	\$18.00	\$10.80	\$32.40
1d	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	3	\$1,766.00	\$1,059.60	\$3,178.80
1e	GA00092AU	ADD: APXM DUAL E5 CH	3	\$671.00	\$402.60	\$1,207.80
1f	GA05508AA	DEL: DELETE VHF BAND	3	-\$800.00	-\$480.00	-\$1,440.00
1g	GA09000AA	ADD: DIGITAL TONE SIGNALING	3	\$177.00	\$106.20	\$318.60
1h	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	3	\$0.00	\$0.00	\$0.00
1i	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	3	\$0.00	\$0.00	\$0.00
1j	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	6	\$71.00	\$42.60	\$255.60



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	G843AH	ADD: AES ENCRYPTION AND ADP	3	\$560.00	\$336.00	\$1,008.00
1l	G610AC	ADD: REMOTE MOUNT CABLE 30 FT APX	3	\$30.00	\$18.00	\$54.00
1m	G444AH	ADD: APX CONTROL HEAD SOFTWARE	3	\$0.00	\$0.00	\$0.00
1n	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	3	\$0.00	\$0.00	\$0.00
1o	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	3	\$607.00	\$364.20	\$1,092.60
1p	GA01670AA	ADD: APX E5 CONTROL HEAD	3	\$767.00	\$460.20	\$1,380.60
1q	W22BA	ADD: STD PALM MICROPHONE APX	6	\$85.00	\$51.00	\$306.00
1r	QA09113AB	ADD: BASELINE RELEASE SW	3	\$0.00	\$0.00	\$0.00
1s	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	3	\$388.00	\$232.80	\$698.40
1t	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	3	\$353.00	\$211.80	\$635.40
APX™ 8500						
2	M37TXS9PW1AN	MOBILE RADIO APX8500 ALL BAND HP	2	\$7,728.00	\$4,636.80	\$9,273.60
2a	GA00580AA	ADD: TDMA OPERATION	2	\$530.00	\$318.00	\$636.00
2b	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	2	\$1,766.00	\$1,059.60	\$2,119.20
2c	GA05508AA	DEL: DELETE VHF BAND	2	-\$800.00	-\$480.00	-\$960.00
2d	GA09000AA	ADD: DIGITAL TONE SIGNALING	2	\$177.00	\$106.20	\$212.40
2e	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	2	\$0.00	\$0.00	\$0.00
2f	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	2	\$0.00	\$0.00	\$0.00
2g	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	2	\$71.00	\$42.60	\$85.20
2h	G843AH	ADD: AES ENCRYPTION AND ADP	2	\$560.00	\$336.00	\$672.00
2i	G89AC	ADD: NO RF ANTENNA NEEDED	2	\$0.00	\$0.00	\$0.00
2j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2	\$0.00	\$0.00	\$0.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2k	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	2	\$0.00	\$0.00	\$0.00
2l	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	2	\$607.00	\$364.20	\$728.40
2m	GA01670AA	ADD: APX E5 CONTROL HEAD	2	\$767.00	\$460.20	\$920.40
2n	W22BA	ADD: STD PALM MICROPHONE APX	2	\$85.00	\$51.00	\$102.00
2o	QA09113AB	ADD: BASELINE RELEASE SW	2	\$0.00	\$0.00	\$0.00
2p	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	2	\$388.00	\$232.80	\$465.60
2q	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	2	\$353.00	\$211.80	\$423.60
	APX™ 1500 Enhanced					
3	M36URS9PW1BN	MOBILE RADIO APX1500 ENHANCED 7/800 MHZ	1	\$2,151.00	\$1,290.60	\$1,290.60
3a	GA01574AA	SOFTWARE LICENSE ENH: AES 256 SW ENCRYPTION	1	\$560.00	\$336.00	\$336.00
3b	W665BF	ADD: BASE STATION OP APX	1	\$82.00	\$49.20	\$49.20
3c	G91AF	ADD: CNTRL STATION PWR SUPPLY	1	\$317.00	\$190.20	\$190.20
3d	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	1	\$0.00	\$0.00	\$0.00
3e	G66BF	ADD: DASH MOUNT O2 APXM	1	\$148.00	\$88.80	\$88.80
3f	GA00580AA	ADD: TDMA OPERATION	1	\$530.00	\$318.00	\$318.00
3g	G142AD	ADD: NO SPEAKER APX	1	\$0.00	\$0.00	\$0.00
3h	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	1	\$1,848.00	\$1,108.80	\$1,108.80
3i	GA09000AA	ADD: DIGITAL TONE SIGNALING	1	\$177.00	\$106.20	\$106.20
3j	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	1	\$0.00	\$0.00	\$0.00
3k	GA00804AA	ADD: APX O2 CH (GREY)	1	\$579.00	\$347.40	\$347.40
3l	W969BQ	ADD: MULTIKEY OPERATION	1	\$102.00	\$61.20	\$61.20
3m	G89AC	ADD: NO RF ANTENNA NEEDED	1	\$0.00	\$0.00	\$0.00
3n	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3o	W22BA	ADD: STD PALM MICROPHONE APX	1	\$85.00	\$51.00	\$51.00
3p	QA09113AB	ADD: BASELINE RELEASE SW	1	\$0.00	\$0.00	\$0.00
	APX™ 8000 Series	APX8000				
4	H91TGD9PW6AN	PORTABLE RADIO APX 8000 ALL BAND MODEL 2.5	10	\$8,226.00	\$4,935.60	\$49,356.00
4a	H869BW	SOFTWARE LICENSE ENH: MULTIKEY	10	\$388.00	\$232.80	\$2,328.00
4b	HA00690AA	ADD: 7Y ESSENTIAL SERVICE HTP	10	\$386.00	\$386.00	\$3,860.00
4c	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	10	\$607.00	\$364.20	\$3,642.00
4d	Q361AN	ADD: P25 9600 BAUD TRUNKING	10	\$353.00	\$211.80	\$2,118.00
4e	QA00580AA	ADD: TDMA OPERATION	10	\$530.00	\$318.00	\$3,180.00
4f	QA05508AA	DEL: DELETE VHF BAND	10	-\$800.00	-\$480.00	-\$4,800.00
4g	QA09000AA	ADD: DIGITAL TONE SIGNALING	10	\$177.00	\$106.20	\$1,062.00
4h	H38BS	ADD: SMARTZONE OPERATION	10	\$1,766.00	\$1,059.60	\$10,596.00
4i	QA09113AB	ADD: BASELINE RELEASE SW	10	\$0.00	\$0.00	\$0.00
4j	Q629AH	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	10	\$560.00	\$336.00	\$3,360.00
5	NNTN7624C	CHARGER, VEHICULAR IMPRES 12VDC HARDWIRE	10	\$545.44	\$327.26	\$3,272.60
6	NNTN8860BTAA	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	4	\$241.50	\$144.90	\$579.60

Grand Total **\$120,974.20(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

KA-COMM, INC

3737 N. Hillside
 Wichita, KS 67219
 (316) 512-3100
 (785) 827-1921 Fax
 www.ka-comminc.com
 awolf@ka-comminc.com

Quote

Date	Quote #
3/24/2026	32274

Customer:
MULVANE FIRE RESCUE 901 E MAIN MULVANE, KS 67110

Item	Description	Qty	Cost	Total	P.O. No.	Terms	Rep	Freight Charges
						Due on receipt	STM	FOB
VM8000BF	EFJ VM8000 DUAL BAND DUAL HEAD MOBILE							
832VM8000-U	VM8000BF, VM8000 VIKING MOBILE RADIO, VHF/UHF/7-800 MHZ	3	2,339.25	7,017.75				
832VM8000-78	832VM8000-U, UHF VIKING MOBILE RADIO	3	508.25	1,524.75				
KCH-19VM	832VM8000-78, VIKING MOBILE RADIO 7/800 MHZ	3	508.25	1,524.75				
KCT-71M2	KCH-19VM, BASIC CONTROL HEAD, (QTY 2)	3	342.75	1,028.25				
KMC-65M	KCT-71M2, REMOTE CABLE (17 FEET)	6	67.00	402.00				
835VM60000PK0...	KMC-65M, STANDARD DYNAMIC MOBILE MICROPHONE (8-PIN MOD. PLUG)	6	99.50	597.00				
KRK-15BM	835VM60000PK001, VM8000 PACKING KIT	3	0.00	0.00				
KRK-14HV	KRK-15BM, REMOTE KIT FOR RF DECK	3	47.50	142.50				
KCT-23M3	KRK-14HV, KCH-19 REAR PANEL, (QTY 2)	3	301.50	904.50				
KMB-33M	KCT-23M3, DC CABLE (10-50W REMOTE MOUNT)	3	51.50	154.50				
5975390200	KMB-33M, MOUNTING BRACKET	3	13.50	40.50				
KCT-18	5975390200, USB-C PROGRAMMING CABLE	3	27.75	83.25				
8322000002	KCT-18, IGNITION SENSE CABLE	3	18.75	56.25				
8322000005	8322000002, P25 CONVENTIONAL	3	295.00	885.00				
8322000006	8322000005, P25 PHASE 1 TRUNKING	3	103.00	309.00				
	8322000006, P25 PHASE 2 TDMA	3	337.75	1,013.25				

Subtotal

Sales Tax (0.0%)

Total

VISA & MASTERCARD ACCEPTED

ALL CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% PROCESSING FEE

Signature:

Quote is valid for 30 days!

KA-COMM, INC

3737 N. Hillside
 Wichita, KS 67219
 (316) 512-3100
 (785) 827-1921 Fax
 www.ka-comminc.com
 awolf@ka-comminc.com

Quote

Date	Quote #
3/24/2026	32274

Customer:
MULVANE FIRE RESCUE 901 E MAIN MULVANE, KS 67110

Item	Description	Qty	Cost	Total	P.O. No.	Terms	Rep	Freight Charges
						Due on receipt	STM	FOB
8323000004	8323000004, MULTI-KEY DES AND AES	3	398.25	1,194.75				
8326000006	8326000006, 1024 CHANNELS	3	0.00	0.00				
8326000025	8326000025, BLUETOOTH	3	0.00	0.00				
8326000033	8326000033, BLUETOOTH LOW ENERGY	3	0.00	0.00				
8326000039	8326000039, WI-FI	3	0.00	0.00				
C-EB25-KNX-1P	C-EB25-KNX-1P, 1-PIECE EQUIPMENT MOUNTING BRACKET, 2.5" MOUNTING SPACE FOR KENWOOD NX-5700/5800	3	32.50	97.50				
ASFC-155-U2-821	PANORAMA ANTENNA, ASFC-155-U2-821; FLEXI 155MHZ / U2 / 821MHZ ANT ELEMENT	3	175.93333	527.80				
PROGRAMMING	PROGRAMMING, PROGRAMMING OF RADIO	3	55.00	165.00				

Subtotal \$17,668.30

Sales Tax (0.0%) \$0.00

Total \$17,668.30

VISA & MASTERCARD ACCEPTED

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Signature: _____

Quote is valid for 30 days!

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 Wichita, KS 67219
 (316) 512-3100
 (785) 827-1921 Fax
 www.ka-comminc.com
 awolf@ka-comminc.com

Quote

Date	Quote #
3/20/2026	32257

Customer:
MULVANE FIRE RESCUE 901 E MAIN MULVANE, KS 67110

P.O. No.	Terms	Rep	Freight Charges
	Due on receipt	ALW	FOB

Item	Description	Qty	Cost	Total
	EFJ VP8000 DUAL BAND PORTABLE			
VP8000GRF2	VP8000GRF2, VP8000, M2, GR	10	2,118.75	21,187.50
832VP8000-UHF	832VP8000-UHF, UHF (380-520 MHZ)	10	508.25	5,082.50
832VP8000-7800	832VP8000-7800, 700/800 MHZ BAND	10	508.25	5,082.50
250VP5000001	250VP5000001, INTRINSICALLY SAFE (CSA)	10	84.00	840.00
KRA-47MB	KRA-47MB, WIDEBAND ANTENNA	10	82.50	825.00
KNB-LS7-IS	KNB-LS7-IS, LI-ION IS (3800 MAH)	10	286.50	2,865.00
KMC-70GR	KMC-70GR, SPEAKER MIC (HI-VIZ), GREEN	10	131.50	1,315.00
8322000002	8322000002, P25 CONVENTIONAL	10	295.00	2,950.00
8322000005	8322000005, P25 PHASE 1 TRUNKING	10	103.00	1,030.00
8322000006	8322000006, P25 PHASE 2 TDMA	10	337.75	3,377.50
8323000004	8323000004, MULTI-KEY DES AND AES	10	398.25	3,982.50
8326000006	8326000006, 1024 CHANNELS	10	0.00	0.00
8326000025	8326000025, BLUETOOTH	10	0.00	0.00
8326000033	8326000033, BLUETOOTH LOW ENERGY	10	0.00	0.00
8326000039	8326000039, WI-FI	10	0.00	0.00

Subtotal

Sales Tax (0.0%)

Total

VISA & MASTERCARD ACCEPTED

ALL CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% PROCESSING FEE

Signature:

Quote is valid for 30 days!

KA-COMM, INC

3737 N. Hillside
 Wichita, KS 67219
 (316) 512-3100
 (785) 827-1921 Fax
 www.ka-comminc.com
 awolf@ka-comminc.com

Quote

Date	Quote #
3/20/2026	32257

Customer:
MULVANE FIRE RESCUE 901 E MAIN MULVANE, KS 67110

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	ALW	FOB
Item	Description	Qty	Cost	Total	
KVC-23	KVC-23A, RAPID RATE DC VEHICULAR CHARGER FOR TK-5X10/5X20, NX-5X00/X00/X10/X20, TK-X180, TKX170, & TK-X360 PORTABLES WITH LITHIUM ION/LITHIUM POLYMER/NiMH PACKS ONLY	10	286.50	2,865.00	
KSC-52BK	KSC-52BK, RAPID SINGLE UNIT CHARGER. REPLACES KSC-32K	4	76.00	304.00	
PROGRAMMING	PROGRAMMING, PROGRAMMING OF RADIO	10	55.00	550.00	

Subtotal \$52,256.50

Sales Tax (0.0%) \$0.00

Total \$52,256.50

VISA & MASTERCARD ACCEPTED

ALL CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% PROCESSING FEE

Signature: _____

Quote is valid for 30 days!

KA-COMM, INC

3737 N. Hillside
 Wichita, KS 67219
 (316) 512-3100
 (785) 827-1921 Fax
 www.ka-comminc.com
 awolf@ka-comminc.com

Quote

Date	Quote #
3/24/2026	32275

Customer:
MULVANE FIRE RESCUE 901 E MAIN MULVANE, KS 67110

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	ALW	FOB
Item	Description	Qty	Cost	Total	
	EFJ VM8000 DUAL BAND SINGLE HEAD MOBILE				
VM8000BF	VM8000BF, VM8000 VIKING MOBILE RADIO, VHF/UHF/7-800 MHZ	2	2,339.25	4,678.50	
832VM8000-U	832VM8000-U, UHF VIKING MOBILE RADIO	2	508.25	1,016.50	
832VM8000-78	832VM8000-78, VIKING MOBILE RADIO 7/800 MHZ	2	508.25	1,016.50	
KCH-19VM	KCH-19VM, BASIC CONTROL HEAD	2	171.50	343.00	
KCT-71M2	KCT-71M2, REMOTE CABLE (17 FEET)	2	67.00	134.00	
KMC-65M	KMC-65M, STANDARD DYNAMIC MOBILE MICROPHONE (8-PIN MOD. PLUG)	2	99.50	199.00	
835VM60000PK0...	835VM60000PK001, VM8000 PACKING KIT	2	0.00	0.00	
KRK-15BM	KRK-15BM, REMOTE KIT FOR RF DECK	2	47.50	95.00	
KRK-14HV	KRK-14HV, KCH-19 REAR PANEL	2	150.75	301.50	
KCT-23M3	KCT-23M3, DC CABLE (10-50W REMOTE MOUNT)	2	51.50	103.00	
KMB-33M	KMB-33M, MOUNTING BRACKET	2	13.50	27.00	
5018800103	5018800103, BLUETOOTH/WIFI ANTENNA	2	90.25	180.50	
5975390200	5975390200, USB-C PROGRAMMING CABLE	2	27.75	55.50	
KCT-18	KCT-18, IGNITION SENSE CABLE	2	18.75	37.50	
8322000002	8322000002, P25 CONVENTIONAL	2	295.00	590.00	
8322000005	8322000005, P25 PHASE 1 TRUNKING	2	103.00	206.00	

Subtotal

Sales Tax (0.0%)

Total

VISA & MASTERCARD ACCEPTED

ALL CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% PROCESSING FEE

Signature:

Quote is valid for 30 days!

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Quote

Date	Quote #
3/24/2026	32275

Customer:
MULVANE FIRE RESCUE 901 E MAIN MULVANE, KS 67110

Item	Description	Qty	Cost	Total	P.O. No.	Terms	Rep	Freight Charges
						Due on receipt	ALW	FOB
8322000006	8322000006, P25 PHASE 2 TDMA	2	337.75	675.50				
8323000004	8323000004, MULTI-KEY DES AND AES	2	398.25	796.50				
8326000006	8326000006, 1024 CHANNELS	2	0.00	0.00				
8326000025	8326000025, BLUETOOTH	2	0.00	0.00				
8326000033	8326000033, BLUETOOTH LOW ENERGY	2	0.00	0.00				
8326000039	8326000039, WI-FI	2	0.00	0.00				
C-EB25-KNX-1P	C-EB25-KNX-1P, 1-PIECE EQUIPMENT MOUNTING BRACKET, 2.5" MOUNTING SPACE FOR KENWOOD NX-5700/5800	2	32.50	65.00				
ASFC-155-U2-821	PANORAMA ANTENNA, ASFC-155-U2-821; FLEXI 155MHZ / U2 / 821MHZ ANT ELEMENT	2	175.93	351.86				
PROGRAMMING	PROGRAMMING, PROGRAMMING OF RADIO	2	55.00	110.00				

Subtotal	\$10,982.36
Sales Tax (0.0%)	\$0.00
Total	\$10,982.36

VISA & MASTERCARD ACCEPTED
 ALL CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% PROCESSING FEE

Signature: _____

Quote is valid for 30 days!

KA-COMM, INC

3737 N. Hillside
 Wichita, KS 67219
 (316) 512-3100
 (785) 827-1921 Fax
 www.ka-comminc.com
 awolf@ka-comminc.com

Quote

Date	Quote #
3/24/2026	32273

Customer:
MULVANE FIRE RESCUE 901 E MAIN MULVANE, KS 67110

Item	Description	Qty	Cost	Total	P.O. No.	Terms	Rep	Freight Charges
						Due on receipt	STM	FOB
	EFJ VM5000 CONTROL STATION - OUT OF BOX BRAND NEW - FULL WARRANTY							
VM5930BF	VM5930BF, 700/800 MHZ MOBILE, P25 PHASE 1, 1024 CHANNELS	1	2,345.00	2,345.00				
KCH-19VM	KCH-19VM, BASIC CONTROL HEAD	1	0.00	0.00				
KMC-59C	KMC-59C, DESK MICROPHONE	1	165.17	165.17				
KCT-23M3	KCT-23M3, DC CABLE (10-50W REMOTE MOUNT)	1	0.00	0.00				
KMB-33M	KMB-33M, MOUNTING BRACKET	1	0.00	0.00				
8322000002	8322000002, P25 CONVENTIONAL	1	0.00	0.00				
8322000005	8322000005, P25 PHASE 1 TRUNKING	1	0.00	0.00				
8322000006	8322000006, P25 PHASE 2 TDMA	1	0.00	0.00				
8323000003	8323000003, DES-OFB MULTI-KEY	1	0.00	0.00				
8323000004	8323000004, MULTI-KEY DES AND AES	1	0.00	0.00				
8326000006	8326000006, 1024 CHANNELS	1	0.00	0.00				
LPX-18	LPX-18; DURACOMM LPX SERIES 18AMP DESKTOP POWER SUPPLY	1	235.16	235.16				
PROGRAMMING	PROGRAMMING, PROGRAMMING OF RADIO	1	55.00	55.00				

Subtotal	\$2,800.33
Sales Tax (0.0%)	\$0.00
Total	\$2,800.33

VISA & MASTERCARD ACCEPTED

ALL CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% PROCESSING FEE

Signature: _____

Quote is valid for 30 days!



12980 W Cedar Drive
 Lakewood, CO 80228
 Phone: 720-459-7557
 Fax: 720-336-7557
 Email: info@sunnycommunications.com

Estimate

Order #	Date
EST168	2/4/2026



Bill To:
MULVANE FIRE 910 E. MAIN ST. MULVANE KS 67110 United States Phone: (316) 777-1551 Email: Lester@mulvane.us
Customer: 3908 MULVANE FIRE

Ship To:
MULVANE FIRE 910 E. MAIN ST. MULVANE KS 67110 United States
Contact: Lowell Ester PO Number:

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
Esteban Garrido	Prepay		More	UPS Ground (Ship Central)	2/4/2026

Line #	Item #	Description	Unit Price	Qty Ordered	Total Price
1	M30TSS9PW1AN R2 7/8 LP	Motorola Mobile APX7500 UHF R2 700/800 Mhz 2000ch 45W COMPLETE KIT DUAL HEAD / REMOTE MOUNT 90 DAY WARRANTY NO PROGRAMMING FLASHCODE: 9Q1818-011490-9 AES/ADP ENCRYPTIONS ENABLED	\$2575.00	3 ea	\$7,725.00
2	Remote Mount Setup	DUAL MOUNT - REMOTE SETUP	\$1000.00	3 ea	\$3,000.00
3	M30TSS9PW1AN R2 7/8 LP	Motorola Mobile APX7500 UHF R2 700/800 Mhz 2000ch 45W Complete Kit - Remote Mount 90 DAY WARRANTY NO PROGRAMMING FLASHCODE: 9Q1818-011490-9 AES/ADP ENCRYPTIONS ENABLED	\$2575.00	2 ea	\$5,150.00
4	Remote Mount Setup	Remote Mount Setup	\$500.00	2 ea	\$1,000.00
5	M25URS9PW1AN	Motorola Mobile APX6500 700/800 764-870 Mhz 1000ch 35W Complete Kit - DASH MOUNT 90 DAY WARRANTY NO PROGRAMMING FLASHCODE: 9Q1048-011490-1 AES/ADP ENCRYPTIONS ENABLED	\$1975.00	1 ea	\$1,975.00

Approval: _____ Date: _____



12980 W Cedar Drive
Lakewood, CO 80228
Phone: 720-459-7557
Fax: 720-336-7557
Email: info@sunnycommunications.com

Estimate

Order #	Date
EST168	2/4/2026



EST168

Subtotal:	\$18,850.00
Sales Tax:	\$0.00
Shipping:	\$131.01
Total:	\$18,981.01

Approval: _____ Date: _____

Apr 3, 2026 9:01:31 AM

City Council Meeting
April 20, 2026

TO: Mulvane City Council

FR: Gordon Fell, Director of Public Safety

RE: KRAF Grant

ACTION: Motion to accept the KRAF Grant and approve quote from Zoll.

Background: The Kansas Board of EMS KRAF Grant is the Kansas Revolving & Assistance Fund (KRAF) administered by the Kansas Board of Emergency Medical Services. It's one of the most commonly used EMS equipment grants in Kansas. The Kansas Revolving and Assistance Fund (KRAF) was established by the passage of 2007 Senate Bill 8 by the Kansas Legislature and is funded through fines, penalties and forfeitures from court costs associated with the passage of this bill. The 2010 Legislature passed Senate Substitute for HB 2226, which increased fines assessed on traffic infractions, with KBEMS to receive 2.28 percent of this amount. The 2017 Legislature enacted SB 89 which reduced the percentage of remitted fines, penalties, and forfeitures to the district court disbursed to the EMS revolving fund pursuant to K.S.A. 2016 Supp. 74-7336 from 2.28% to 2.23%.

Mulvane EMS KRAF History

2011 2 1 Toughbook Tablets 65% \$1,555.36 \$4,727.55

2016 1 1 Zoll X Series Manual Monitor 58% \$14,452.45 \$19,958.14

KRAF Grant Total \$24,685.69

Analysis: In January 2026 we submitted a grant application for two Zoll Zenix Monitor/Defibrillators. Grant Statement: Mulvane EMS is requesting funding for two ZOLL Zenith cardiac monitors to replace aging ZOLL X Series monitors on frontline ambulances. The replaced monitors will be reassigned to paramedic first responder vehicles, expanding early patient assessment and treatment capabilities during periods when ambulances are unavailable. As a rural agency that staffs two ambulances around the clock and frequently provides mutual aid, this project improves system readiness, reduces operational risk, and strengthens emergency medical care both within the community and across the surrounding service area.

All monitor requests must have a minimum 25% local match with a maximum state share of \$20,000.00.

On April 7, 2026, grant award letters were issued. Mulvane EMS was awarded \$19,665.48 towards the purchase of (1) Zoll Zenix Monitor.

Financial Considerations:

To be paid for out of EMS new equipment.

Legal Considerations:

None

Recommendation:

Motion to accept the KRAF Grant and accept the quote provided by Zoll in the amount of \$57,839.65.

April 7, 2026

GORDON FELL
Mulvane EMS
910 EAST MAIN
Mulvane, KS 67110

Dear GORDON FELL,

Thank you for your interest and application requesting funds through the KBEMS Revolving and Assistance Fund (KRAF) Grant Program. Your service has been approved to receive grant monies for the item listed below. Please note that the "*Quantity Approved*" may be different than your "*Quantity Requested*". You will receive a separate letter for each different item requested.

Your service is now responsible for contacting the vendor and ordering the product based on your approved quote (disposable items were removed from award). **All orders must be placed by June 12, 2026.** If you no longer wish to accept your approved application funding, please provide KBEMS a written statement (on official letterhead) signifying your withdrawal from the FY 2026 KRAF cycle. This written statement must be returned to our office by May 12, 2026 so that funds can be used elsewhere.

Item	Quantity Requested	Quantity Approved	KBEMS Amount	Local Match Amount
Zoll Zenix Monitor	2	1	\$19665.48	\$38174.17

- **When your order arrives, is accepted, and the invoice is received, please fax, mail or scan and email it to me.** We will then prepare a payment by KBEMS to your service to pay the state portion of the invoice to go along with your local match. The turnaround time for this check should be minimal.
- **Per K.A.R. 109-2-8(p) you are reminded that changes to your equipment list must be submitted to the board within 15 days of implementation of change. If this KRAF equipment requires changes to protocols or new protocols, those also need submitted within 15 days as well.**

Congratulations, and thank you for making the KRAF Grant Program such a success!

Sincerely,



Leanne D. Houser
Grants Administrator



ZOLL Medical Corporation

269 Mill Road
 Chelmsford, MA 01824-4105
 Federal ID# 04-2711626

Phone: (800) 348-9011
 Fax: (978) 421-0015
 Email: esales@zoll.com

Quote No: Q-129731 Version: 3

Mulvane Emergency Services
 2025 State KRAF Grant
 910 East Main Street
 Mulvane, KS 67110

Quote No: Q-129731
 Version: 3

ZOLL Customer No: 124274

Issued Date: April 14, 2026
 Expiration Date: June 15, 2026

Peter Swart
 (316) 213-3261
 pswart@mulvane.us

Terms: Net due in 30 days

FOB:
 Freight:

Prepared by: Lori Rohling
 EMS Territory Manager
 lrohling@zoll.com
 +1 7734740916

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		8116-11-41-23101-10-USA	<p>Zenix Monitor/Defibrillator, EMS, Fire Configuration</p> <p>12-lead, Pacing, SpO2, SpCO, EtCO2, NIBP, Real BVM Help, Real CPR Help
Includes: SurePower 4 Battery, Zenix Power Cord (NA), Zenix MFC Cable, Zenix 12-lead ECG Cable (AAMI), Masimo RD Rainbow SET Patient Cable (4 ft, EMS), Zenix AC-DC External Power Supply, Zenix Accuvent Z-Link Cable, Zenix NIBP Patient Hose, Zenix NIBP Cuff (Reusable, Adult Plus), Zenix Z-Fold Paper, Zenix MFC Self Test Plug Kit, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients. Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Z-Link Cable included. (Accuvent disposable sensors sold separately) • SunTech NIBP technology. 10 foot single lumen hose and SunTech Reusable Adult Plus Cuff included • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® •</p>	1	\$65,250.00	\$53,450.00	\$53,450.00
2		8016-000111-01	SurePower 4 Battery	2	\$1,180.00	\$1,040.00	\$2,080.00
3		8016-001000	SurePower 4 Charger Adapter	2	\$450.00	\$225.00	\$450.00



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Mulvane Emergency Services
 Quote No: Q-129731 Version: 3

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
4		98-0599-4C	Zenix NIBP Cuff, Large Adult Plus	1	\$30.00	\$26.50	\$26.50
5		98-0599-4K	Zenix NIBP Cuff, Small Adult Plus	1	\$30.00	\$26.50	\$26.50
6		98-0599-41	Zenix NIBP Cuff, Child	1	\$20.00	\$17.65	\$17.65
7		8000-000862	Masimo LNCS-II Rainbow DCI 8A SpCO Adult Sensor, 3ft	1	\$900.00	\$810.00	\$810.00
8		8016-000121-01	Zenix Green CPR Connector	1	\$570.00	\$500.00	\$500.00
9		8016-000860-01	Zenix Carry Case, Large	1	\$490.00	\$430.00	\$430.00
10		8000-000878-01	Zenix Fan Folder Paper, Grid, Box of 10	1	\$49.00	\$49.00	\$49.00

Subtotal: \$57,839.65

Total: \$57,839.65

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/terms-and-conditions-of-sale>, for software products can be found at <https://www.zoll.com/software-legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/ExpertCare-Service-Terms>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on June 15, 2026. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.



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Quote No: Q-129731 Version: 3

Order Information (to be completed by the customer)

- Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)
- No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Mulvane Emergency Services

Authorized Signature:

Name: _____
Title: _____
Date: _____

City Council Meeting
April 20, 2026

To: Mayor & City Council
From: Debra Parker/ City Clerk
Re: Engagement Letters from Auditors for 2025 Annual Audit
Action: Approve Engagement Letter from Forvis Mazars

Background:

As per City Council instructions, every four years city staff develops a Scope of Service and Request for Proposal to perform the annual city audit. In May 2022, the RFP was sent to eight (8) CPA firms. One firm submitted a proposal. (FORVIS, LLP)

Analysis:

The proposal requested bids for four years. FORVIS, LLP submitted the following bid:

2022 Audit	\$37,750
2023 Audit	\$40,395
2024 Audit	7% increase (Approx. \$43,220)
2025 Audit	7% increase (Approx. \$46,250)

At the 8/1/22 City Council meeting the council accepted the proposal from FORVIS, LLP to provide the annual city audit services through 2025.

Financial Considerations:

Forvis Mazars submitted an engagement letter for the 2025 annual audit in the amount of \$47,550 (10% increase). The 2025 engagement fee reflects the actual scope and level of effort required to complete the audit in accordance with current standards and regulatory expectations.

Specifically:

- In the initially proposal, planned hours were approximately 200 hours annually. Over the past several audit cycles, the actual effort required has consistently increased to approximately 230–250 hours per year.
- This increase is primarily driven by:
 - Annual analysis of new accounting standards, including:
 - Leases
 - Subscription-Based Information Technology Arrangements (SBITAs)
 - Compensated absences
 - Expanded documentation, testing, and review requirements associated with these standards annually.

Funds are available in the Budget and Audit Services line item in Administration, Electric, Water, and Wastewater annual budgets.

Legal Considerations:

In order to comply with the cash basis and budget laws of the State of Kansas, annual engagement letters must be signed for these audit services. Letter is attached.

Recommendation:

Motion to approve the engagement letter from Forvis Mazars, LLP for the 2025 annual City audit in the amount of \$47,550.

April 7, 2026

City Council (referred to herein as “you” or “your”)
Mr. Brent Allen, Mayor
City of Mulvane, Kansas
211 North 2nd
Mulvane, KS 67110

We appreciate your selection of **Forvis Mazars, LLP** (Forvis Mazars) as your service provider and are pleased to confirm the arrangements of the engagement in this letter agreement (this letter agreement and the attachments hereto are collectively referred to as the “Agreement”). Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**[®].

The Agreement shall include the following, each incorporated fully by this reference:

- Scope of Services
- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, Forvis Mazars’ services will include the following:

City of Mulvane, Kansas

- Audit Services for the year ended December 31, 2025

You agree to be ultimately responsible for the results of nonattest services, including assuming all management responsibility, overseeing the services by a management-level individual who possesses suitable skill, knowledge, and/or experience, and evaluating the adequacy and results of the services, as well as the business decisions you make following the services or any other services Forvis Mazars may provide.

Engagement Fees

The fee for the services will be \$47,550.

Pricing under this Agreement for this engagement and the fee structure are based upon the expectation that invoices will be paid promptly. Payment of all Forvis Mazars’ invoices is due upon receipt. Forvis Mazars will issue progress billings during the course of the engagement.

The timely completion of services and the fees thereon depends on the assistance you provide to Forvis Mazars in accumulating information and responding to inquiries Forvis Mazars submits to you. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet deadlines. The fees do not contemplate the following transactions or activities during the period of this engagement:

- Mergers, acquisitions, or divestitures
- Change in accounting principles
- Substantial doubt about the entity's ability to continue as a going concern
- Violation of covenants in debt arrangements
- Indications of fraudulent financial reporting or misappropriation of assets

If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, Forvis Mazars reserves the right to revise the fees.

Assistance With New Standards

Assistance and additional time as a result of the adoption of the following new standards are not included within the standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

Governmental Accounting Standards Board ("GASB") Statement No. 103, *Financial Reporting Model Improvements*, is effective for fiscal years beginning after June 15, 2025. Early application is encouraged.

The purpose is to eliminate diversity in practice and improve comparability. Impacted areas include management's discussion and analysis, unusual or infrequent items, the definitions and presentation of operating and nonoperating revenues and expenses in enterprise funds, presentation of major component units, presentation of budgetary comparison information, and financial trends information within the statistical section of separately issued financial reports. Forvis Mazars can assist you with the adoption of this standard by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
 - Current controls and policies
 - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 103, including:
 - Assisting with information gathering by reviewing current financial statement presentation
 - Discussing potential impact
 - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 103
 - Documenting any changes from previous financial statement presentation
 - Drafting the required disclosures

The time it will take to perform the above assistance and the additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested.

Agreement

Please sign and return this Agreement to indicate your acknowledgment of, and agreement with, the arrangements for the completion of the services subject to this Agreement including each party's respective responsibilities.

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire Agreement, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of City of Mulvane, Kansas.

BY _____
Brent Allen, Mayor

DATE _____

Scope of Services – Audit Services

Forvis Mazars will audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements, for the following entity:

City of Mulvane, Kansas as of and for the year ended December 31, 2025

The objectives of the audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes Forvis Mazars' opinion.

You have informed Forvis Mazars that the audited financial statements are expected to be presented along with management's Annual Comprehensive Financial Report (ACFR). Management is responsible for the other information included in the ACFR. The other information comprises the ACFR but does not include the financial statements and the auditor's report thereon. Forvis Mazars' opinion on the financial statements will not cover the other information, and Forvis Mazars will not express an opinion or any form of assurance thereon. In connection with the audit of the financial statements, Forvis Mazars' responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, Forvis Mazars concludes that an uncorrected material misstatement of the other information exists, Forvis Mazars is required to describe it in the report.

Forvis Mazars will also express an opinion on whether the combining and individual fund financial statements and schedules (supplementary information) are fairly stated, in all material respects, in relation to the financial statements as a whole.

Forvis Mazars will also provide you with the following nonattest services:

- Assisting with the preparation of the ACFR
- Preparing depreciation schedules based on your assignment of depreciable lives and methods
- Proposing for your review and approval the adjusting entries to convert your cash-basis accounting records to accrual-basis accounting records. Management is responsible for the propriety of the accrual adjustments
- Preparing a draft of the supplementary information

Michael Gerber is responsible for supervising the engagement and authorizing the signing of the report or reports.

Forvis Mazars will issue a written report upon completion of the audit, addressed to the following parties:

Entity Name	Party Name
City of Mulvane, Kansas	City Council

The following apply for the audit services described above:

Forvis Mazars' Responsibilities	Forvis Mazars will conduct the audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Forvis Mazars will exercise professional judgment and maintain professional skepticism throughout the audit.
--	--

Forvis Mazars will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for Forvis Mazars' opinion.

Forvis Mazars will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

Forvis Mazars will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

Forvis Mazars will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Forvis Mazars' responsibility as auditors is limited to the period covered by the audit and does not extend to any later periods for which Forvis Mazars is not engaged as auditors.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Forvis Mazars' understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, Forvis Mazars will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that are identified during the audit.

Forvis Mazars is available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of Forvis Mazars' normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate agreement to be signed by you and Forvis Mazars.

Opinion

Circumstances may arise in which the report may differ from its expected form and content based on the results of the audit. Depending on the nature of these circumstances, it may be necessary to modify the opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to the auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If Forvis Mazars discovers conditions that may prohibit Forvis Mazars from issuing a standard report, Forvis Mazars will notify you. In such circumstances, further arrangements may be necessary to continue the engagement.

**Your
Responsibilities**

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide Forvis Mazars with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom Forvis Mazars determines it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant roles in internal control, and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that may be requested for the purpose of the audit

- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors

- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to Forvis Mazars in the representation letter that the effects of any uncorrected misstatements aggregated by Forvis Mazars are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
 - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the Agreement)

- Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by Forvis Mazars
- Distribution of audit reports to any necessary parties

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. Forvis Mazars understands the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis (MD&A)
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of the engagement, Forvis Mazars will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to the inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements.

Forvis Mazars will not express an opinion or provide any assurance on the information because the limited procedures do not provide sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

With regard to any supplementary information that Forvis Mazars is engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of the engagement
- Management will include the report on this supplementary information in any document that contains this supplementary information and indicates Forvis Mazars has reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with GAAS

**Written
Confirmations
Required**

As part of the audit process, Forvis Mazars will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this Agreement and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by Forvis Mazars during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

Terms and Conditions Addendum

GENERAL

1. **Overview.** This Terms and Conditions Addendum (“Terms and Conditions”) sets forth the standard terms and conditions applicable to Forvis Mazars, LLP (“Forvis Mazars”) providing services (collectively the “Services”) to the specific client (“You” or “Client”). Capitalized terms not otherwise defined in these Terms and Conditions shall be defined as set forth in the Agreement.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** Forvis Mazars will bill Client for fees and costs as outlined in the Agreement. Unless otherwise provided in the Agreement, payment is due upon receipt. Interest will be charged on any unpaid balance after 30 days at the rate of 10% per annum. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be the Client’s sole responsibility. Fees also do not include any applicable taxes based on Forvis Mazars’ net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars’ personnel. We understand and agree all payments by you are subject to annual appropriation as required by law.

Forvis Mazars reserves the right to suspend or terminate work under the Agreement for nonpayment of fees. If the Services are suspended or terminated for nonpayment of fees, Client acknowledges and agrees that Forvis Mazars will not be responsible for Client’s failure to meet any deadlines or for any penalties or interest that may be assessed against Client resulting from failure to meet such deadlines.

Client agrees that the fees incurred to complete the Services may increase if Forvis Mazars’ duties or responsibilities are increased by the rulemaking of any regulatory body or any new accounting or auditing standards. The fees do not include any time for post-engagement consultation with Client’s personnel or third parties, consent letters and related procedures for the use of the reports generated as part of the Services, in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If the Services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, Forvis Mazars will make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or their duly authorized representatives, the books, documents, and records that are necessary to certify the nature and extent of the Services, until the expiration of four (4) years after the furnishing of the Services. The Agreement allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.
4. **Termination.** Either party may terminate the Agreement at any time for any reason. If the Agreement is terminated, Client agrees to pay Forvis Mazars for time expended through the date of termination. In addition, Client will be billed costs and

fees for services from other professionals, if any, as well as the Administrative Fee. Unless terminated sooner in accordance with the Agreement, the Agreement shall terminate upon the completion of the Services.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to the Agreement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute through mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** To the extent allowed by law, Client agrees to indemnify, defend, and hold harmless Forvis Mazars and any of its partners, principals, shareholders, officers, directors, members, employees, agents, or assigns with respect to any and all third-party claims including, but not limited to, claims for direct, indirect, consequential, incidental, and special damages such as loss of revenue and anticipated profits (collectively “Damages”) arising from the Services, regardless of the nature of the claim, except to the extent the Damages were caused by the intentional or willful misconduct of Forvis Mazars. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
7. **Statute of Limitations.** Client agrees that any claim or legal action arising out of or related to the Agreement shall be commenced no more than one (1) year from the date of delivery of the Work Product to Client or the termination of the Services (whichever is earlier), regardless of any law, regulation, or statute of limitations prescribing a longer period of time for commencing such a claim. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for Client. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of the Agreement or the acts or omissions of Forvis Mazars in performing the Services. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** Client agrees that Forvis Mazars’ liability, if any, arising out of or related to the Agreement shall be limited to the amount of the fees paid by Client for the Services. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this provision is disallowed by applicable law or professional standards.
9. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to Client or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether Client was advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

10. **Choice of Law.** Client acknowledges and agrees that any dispute arising out of or related to this Agreement shall be governed by the laws of the State of Kansas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** If any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, and each such term and provision of this Agreement shall be fully valid and enforceable permitted by law.
13. **Assignment.** Client acknowledges and agrees that the terms and conditions of this Agreement shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** The Services do not constitute legal or investment advice. Client should seek the advice of legal counsel in such matters. Client acknowledges the applicable laws, regulations, and regulators' enforcement activities related to the Services may change over time. Regulatory authorities may interpret circumstances differently than Forvis Mazars has in completing the Services.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** Client agrees to assume full responsibility for maintaining Client's original data and records and that Forvis Mazars has no responsibility to maintain this information. Client agrees that Client will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to Client unless separately engaged to do so. Client understands that Client's access to data, records, and information from Forvis Mazars' servers, i.e., Forvis Mazars portals used to exchange information, can be terminated at any time and Client will not rely on using these services to host Client's data and records.
16. **Forvis Mazars Workpapers.** Forvis Mazars' Workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. "Workpapers" are papers or records of the procedures applied, tests performed, information obtained, and conclusions reached in the work, including programs or documents for professional services, analyses, memoranda, correspondence, checklists, and other supporting documentation for the work so specified, retained in any form of media.
17. **Subpoenas or Other Legal Process.** Client acknowledges Forvis Mazars can be compelled to provide information under legal process. In addition, Forvis Mazars may be requested by regulatory or enforcement bodies (including any State Board) to make certain Client information or Workpapers available to them pursuant to authority granted by law or regulation. Unless Forvis Mazars is prohibited from doing so by law or regulation, Forvis Mazars will inform Client of any such legal process or request. Client agrees that Forvis Mazars has no legal responsibility to Client in the event Forvis Mazars determines Forvis Mazars is obligated to provide such documents or information. In the event Forvis Mazars is required to respond to any subpoena, court order, government regulatory inquiry legal process, or request for the production of documents and/or testimony relative to information Forvis Mazars obtained or prepared incident to this Agreement, in a matter in which Forvis Mazars is not a party, Client agrees to compensate Forvis Mazars for reasonable time expended in connection with such response at normal and customary hourly rates. Furthermore, Client will reimburse Forvis Mazars for all reasonable out-of-pocket expenses incurred in such response.
18. **Use and Disclosure of Work Product and Drafts.** Client agrees to not modify any deliverables or drafts prepared by Forvis Mazars for internal use or for distribution to third parties. Client also understands that Forvis Mazars may on occasion send Client documents marked as draft and understands that those are for the Client's review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.
- Forvis Mazars' report on any financial statements must be associated only with the financial statements that were the subject of Forvis Mazars' engagement. Client may make copies of Forvis Mazars' report, but only if the entire financial statements (exactly as attached to Forvis Mazars' report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Forvis Mazars' report. Client agrees not to reproduce or associate Forvis Mazars' report with any other financial statements, or portions thereof, that are not the subject of Forvis Mazars' engagement.
19. **Forvis Mazars Proprietary Information.** Client acknowledges that Forvis Mazars' pre-existing proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the Services Forvis Mazars performs. Excluding Work Product, any new forms, software, documents, or intellectual property Forvis Mazars develops during completion of the Services for Client's use shall belong to Forvis Mazars, and Client shall have the limited right to use the Work Product solely within Client's business. Excluding the Work Product, all reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which Forvis Mazars makes available to Client are confidential and proprietary. Neither Client, nor any of Client's agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Client's personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission (“SEC”) and other Regulatory Bodies.** Where Forvis Mazars provides services requiring independence either for (a) an entity that is registered with the SEC; (b) an affiliate of such registrant; or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants (“AICPA”), any term of this Agreement that would be prohibited by or impair independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** Client may wish to include Forvis Mazars report(s) on financial statements in an exempt offering document. Client agrees that any report, including any auditor’s report, or reference to Forvis Mazars, will not be included in any such offering document without notifying Forvis Mazars. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor’s report in the exempt offering document, will be a separate engagement. We understand and agree Our reports will be used to satisfy annual reporting requirements for Electronic Municipal Market Access (“EMMA”).

Any exempt offering document issued by Client with which Forvis Mazars is not involved will clearly indicate that Forvis Mazars is not involved by including a disclosure such as, “Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document.”

22. **Not a Municipal Advisor.** Forvis Mazars is not acting as Client’s municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to Client and does not owe Client a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. Client should discuss such matters with internal or external advisors and experts Client deems appropriate before acting on any such information or material provided by Forvis Mazars. Any such information is provided purely for educational purposes only.

23. **Not a Fiduciary.** Client acknowledges and agrees that Forvis Mazars is not in a fiduciary relationship with Client, and Forvis Mazars has no fiduciary responsibilities to Client in the performance of the Services.

TECHNOLOGY

24. **Electronic Sites.** Client agrees to notify Forvis Mazars if Client desires to place any of the Work Product, including, if applicable, any reports on Client’s financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. Client acknowledges and agrees that Forvis Mazars has no responsibility to review information contained in/on electronic sites.

25. **Electronic Signatures and Counterparts.** This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in “portable document format” (“.pdf”) or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating the Services, Forvis Mazars may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Client acknowledges and agrees that Client’s confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, Forvis Mazars will employ industry recognized measures designed to maintain data security. Forvis Mazars will use reasonable efforts to keep such communications and electronic data secure in accordance with any obligations under applicable laws, regulations, and professional standards.

Client acknowledges and agrees that Forvis Mazars has no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed to keep such data secured. Client agrees to Forvis Mazars’ use of these electronic devices and applications during the completion of the Services.

OTHER MATTERS

27. **Cooperation.** Client agrees to cooperate with Forvis Mazars in the performance of completing the Services, including the reasonable and timely access to Client’s facilities, data, information, and personnel. Client shall be responsible for the performance and actions of Client’s employees and agents.

28. **Service Providers.** Forvis Mazars may from time to time utilize affiliates, subsidiaries, third-party service providers, including but not limited to entities in the Network (defined hereafter), onshore providers, and offshore providers. Forvis Mazars may need to disclose confidential information about Client to other Forvis Mazars firms or third-party service providers to comply with regulatory requirements, to check conflicts, to provide financial accounting and other administrative support services, for quality and risk management services, or in order to complete the Services, and Client data may reside or be accessed outside of the United States. Forvis Mazars maintains internal policies, procedures, and safeguards to

protect the confidentiality and security of Client's information. Forvis Mazars will be responsible to You for maintaining the confidentiality of the Client information.

29. **Independent Contractor.** When providing services to Client, Forvis Mazars will be functioning as an independent contractor; and in no event will Forvis Mazars or any Forvis Mazars employees be an officer of Client. This Agreement does not create a relationship of joint venturers, partners, employer and/or employee, principal and/or agent, or any similar relationship giving rise to a fiduciary duty to Client. Decisions regarding management of Client's business remain the sole responsibility of Client at all times. Neither Client nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
30. **Hiring of Forvis Mazars Personnel.** Forvis Mazars asks that Client respect the employment relationship that Forvis Mazars personnel have with the firm and to refrain from any employment offers to Forvis Mazars personnel. However, if Client finds it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after Forvis Mazars stops providing Services, Client agrees that Forvis Mazars will be paid a one-time employment fee equal to 100% of the employee's highest annual salary. This fee will be payable prior to Forvis Mazars personnel commencing employment with Client. Provided, however, Client shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position Client advertises in the form of a general solicitation not delivered to or focused upon any single individual.
31. **Use of Party Names.** Any time either party intends to reference the other party's name in any manner in any published materials, including on an electronic site, the referencing party agrees to provide the other party with draft materials for review and written approval before publishing or posting such information. For purposes of this approval, email approval is deemed sufficient by both parties.
32. **Network.** Forvis Mazars Global Limited ("the Network") is a leading global professional services network consisting of independent members Forvis Mazars, LLP in the U.S. and Forvis Mazars Group, a Belgium integrated partnership with member firms operating in over 100 countries. The Network is a United Kingdom company limited by guarantee and does not provide any services to clients.
33. **Entire Agreement.** The Agreement, including these Terms and Conditions, the Business Associate Agreement (if any) and any other attachments or addenda, encompasses the entire agreement between Client and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this Agreement must be made in writing and signed by both Client and Forvis Mazars.
34. **Force Majeure.** Excluding incurred fees, neither party shall be held responsible for any failure to fulfill its obligations under this Agreement if such failure was caused by circumstances beyond its control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.
35. **Data Usage.** Notwithstanding anything herein to the contrary, Client's information and data may be utilized for internal purposes applying various technologies, including but not limited to large language models or generative artificial intelligence. To the extent necessary, Forvis Mazars will utilize confidentiality and similar standards for such applications as it utilizes for similar work on Forvis Mazars' own work and processes. Forvis Mazars shall not sell or resell information obtained from Client.

To: Mayor and City Council
From: Kendra Stacey, City Attorney
Date: April 20, 2026
Re: Municipal Policy: Multiple-Occupancy Private Space Management

Background

In February, the Kansas State Legislature passed House Substitute for SB 244 which requires that the city take every reasonable step to ensure individuals do not enter a multiple-occupancy space (multi-stall restrooms, locker rooms, showers, changing rooms) designated for the opposite sex. The law, which took effect immediately after passage, requires the city to maintain a process to receive complaints, investigate, and issue written notices regarding violations. There are stiff penalties for non-compliance (\$25,000 for the first violation, \$125,000 for each subsequent violation). The League of Municipalities has developed a toolkit for implementation. The attached documents provide a model policy, a facility audit, frontline staff guidance, and a de-escalation guide for supervisors. This policy is based on the model policy.

Financial Impact

The law requires a facility audit and compliance signage, both of which require time and money to implement. Costs are minimal and can be absorbed in budgeted funds.

Discussion

The legislature has chosen to implement the law immediately rather than the customary July 1st implementation. That gives the city little time to consider implementation of a policy. The city has received few, if any complaints about this issue in the past. Considering the abrupt nature of the implementation and severity of the penalties, the city has little choice but to implement the policy.

Attorney recommends adoption of this Municipal Policy and directing staff to complete an audit of facilities listed in the policy.

Motion to adopt Municipal Policy No. 2026-01 for Multiple-Occupancy Private Space Management and authorize the Mayor to sign.

CITY OF MULVANE, KANSAS
MUNICIPAL POLICY STATEMENT

Policy No. 2026-01

Subject: Multiple-Occupancy Private Space Management

Effective Date: April 20, 2026

1. Purpose. The purpose of this policy is to ensure compliance with House Substitute for Senate Bill 244 (adopted in February 2026), regarding the designation and use of multiple-occupancy private spaces in public buildings owned or leased by the City. This policy establishes procedures for designation of such spaces, responding to complaints, and documenting actions taken to comply with the law.

2. Applicability. This policy applies to all public buildings owned or leased by the City, except for buildings owned by the City that are leased to a private entity if the lease agreement was in force before February 26, 2026.

3. Definitions. For purposes of this policy, the following definitions apply:

- A. Multiple-Occupancy Private Space: A facility designed or designated for simultaneous use by more than one individual where an individual may be in a state of undress in the presence of another individual. Examples include restrooms, locker rooms, shower rooms, and changing rooms.
- B. Single-Occupancy Private Space: A facility designed or designated for use by only one individual at a time where the individual may be in a state of undress. Examples include single-user restrooms with locking doors and family restrooms.
- C. Sex: An individual's biological sex, either male or female, at birth.

4. Designation of Facilities.

- A. All multiple-occupancy private spaces located within a public building owned or leased by the City and subject to this policy shall be designated for use only by individuals of one sex.
- B. Clear signage shall be posted identifying the designation of each multiple-occupancy private space.
- C. Where feasible, the City may provide single-occupancy private spaces for use by any individual seeking additional privacy.

5. Exceptions. Consistent with Kansas law, individuals may enter a multiple-occupancy private space designated for the opposite sex under the following circumstances:

- A. Custodial, maintenance, or inspection purposes;
- B. Rendering medical or emergency assistance;
- C. Assisting an individual who requires help using the facility;
- D. Law enforcement purposes;
- E. Preventing a serious threat to safety or order;
- F. Coaching or athletic training when precautions are taken to ensure no individual is undressed; or
- G. A child under nine years of age accompanied by a caregiver.

6. Reasonable Steps to Ensure Compliance. The City shall take reasonable steps to ensure compliance with facility designations. Reasonable steps may include:

- A. Posting clear signage;
- B. Providing staff training; or
- C. Establishing procedures for receiving and documenting complaints.

7. Complaint Reporting.

- A. City employees who receive a complaint regarding the use of a multiple-occupancy private space shall provide the individual with a City complaint form and direct the individual to submit the completed form to the City Clerk for processing. Complaints submitted through this process may be reviewed and investigated by the City Administrator or their designee.
- B. City employees should not verify an individual's sex, request personal documentation, or directly confront individuals regarding the use of a multiple-occupancy private space. Employees who receive a concern should refer the matter through the complaint process outlined in this policy.
- C. Employees shall respond to complaints in a professional manner and refer concerns to a supervisor or designated administrator as appropriate.
- D. The City may review concerns brought to its attention even if a complaint form is not completed.

8. Complaint Review and Investigating.

- A. The City Administrator shall be responsible for reviewing complaints related to this policy.
- B. Upon receiving a complaint, the City Administrator may:
 - 1. Review incident reports.
 - 2. Speak with staff or witnesses.
 - 3. Evaluate whether further action is appropriate.
- C. The City Administrator shall document the outcome of the review.

9. Written Notice of Violation. If the City determines that an individual has violated the designation of a multiple-occupancy private space under Kansas law, the City shall issue written notice of violation to the individual. The written notice may be delivered by one or more of the following methods: (1) Personal delivery to the individual; or (2) Certified mail, return receipt requested to the individual's last known address. The written notice shall include: (1) The date and location of the multiple-occupancy private space where the violation occurred; (2) A statement that repeated violations may result in fines or criminal charges; and (3) The procedure to administratively appeal the finding that such individual violated this section.

10. Appeal of Determination.

- A. Any individual who receives a written notice of violation under this policy may request an administrative review of the determination.
- B. A request for review must be submitted in writing to the City within ten business days after the date the written notice is issued.
- C. The request should include the individual's name, contact information, and a brief explanation of why the individual believes the determination was made in error.
- D. The appeal shall be reviewed by Mayor or City Attorney provided that the reviewing official was not directly involved in the initial determination when practicable.
- E. In conducting the review, the City may consider:
 - 1. The incident report;
 - 2. Statements from City employees or witnesses; and

3. Any written information submitted by the individual requesting the review.

4. The reviewing official may affirm, modify, or dismiss the determination.

F. The City shall provide written notice of the decision to the individual. The decision of the reviewing official shall constitute the final administrative action of the City.

11. Recordkeeping. The City shall maintain records of complaints and investigations related to this policy in accordance with applicable records retention requirements.

12. Staff Training. To assist with implementation of this policy, the City may provide guidance or training, as appropriate, to employees who interact with members of the public.

13. Policy Administration. The City Administrator shall be responsible for administering this policy and may develop procedures or guidance necessary to implement it.

14. Approval. The governing body of the City of Mulvane approved this policy statement by motion and vote at the regular meeting held on April 20, 2026.

Approved:

Brent Allen, Mayor

Date: _____

**CITY OF MULVANE
COMPLAINT FORM – MULTIPLE-OCCUPANCY PRIVATE SPACE**

Submit completed form to the City Clerk.

1. Location of Incident (building/facility): _____

2. Date and Approximate Time of Incident: _____

3. Description of Concern: (Please describe what occurred, including relevant details.) _____

4. Name or description of individual involved (if known): _____

5. Your Name (optional): _____

6. Your Contact Information (optional): _____

Frontline Staff Guide: Multiple-Occupancy Private Spaces Policy

1. Purpose. This guide helps employees who interact with the public respond to concerns about multiple-occupancy private space use (e.g., restroom, locker room, changing room) in a calm, consistent, and appropriate way.
2. Your Role.
 - a) Listen and acknowledge concerns from the public.
 - b) Provide information about the complaint process.
 - c) Refer concerns to a supervisor when needed.
 - d) Help maintain a safe and respectful environment.
 - e) You are not responsible for investigating or enforcing the law.
3. What to Do if Someone Raises a Concern.
 - a) Step 1: Acknowledge. “Thank you for letting me know.”
 - b) Step 2: Provide Complaint form. “If you would like to report this, you can complete a complaint form. Forms are available at City Hall and can be submitted to the City Clerk.”
 - c) Step 3: Notify a Supervisor (When Needed)
 - d) If the situation is escalating or emotional.
 - e) If there is a confrontation.
 - f) If someone is requesting immediate action.
 - g) If you feel unsure or uncomfortable.
4. What to Do if a Situation is Escalating.
 - a) Stay Calm.
 - b) Keep your voice steady.
 - c) Do not argue.
 - d) Do not take sides.
 - e) What to Say. “Let me grab a supervisor for you.”
5. What Not to Do.
 - a) Do not ask for identification or personal information.
 - b) Do not attempt to determine if someone is in the correct space.
 - c) Do not confront or remove individuals.
 - d) Do not argue about the law or policy.
 - e) Do not try to resolve it yourself.
6. Remember. These situations can feel uncomfortable, and that’s okay. You are not expected to handle them on your own. Your role is to stay calm, treat people with respect, and follow the process. When in doubt, it is always okay to involve a supervisor.

CITY COUNCIL MEETING
MULVANE, KANSAS
 April 20, 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 Phase 4 sanitary sewer construction is complete and wastewater flow has been transferred into the new Main A sanitary sewer. A final walk-through inspection was performed on 3/30/26 and the project determined to be substantially completed (i.e., may be used for its intended purpose). The one-year warranty period will begin on 3/30/26 and end on 3/30/27.</p> <p><u>Remaining Work:</u> A punch-list of remaining work items has been prepared, reviewed by staff and submitted to the Contractor. These items consist primarily of cleanup work, signage replacement, some re-grading and seeding and as-built documentation.</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. 2 was submitted on 3/2/26 in the amount of \$534,784.50 which represents approx. 78% 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> The Contractor has re-mobilized to begin work on the bridge abutments.</p> <p><u>Remaining Work:</u> Bridge abutments, sidewalk approaches and the manufacturing, delivery and installation of the bridge. Abutments are scheduled to be completed by 4/21 with bridge delivery planned for 5/8 and project completion estimated for 5/16.</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 in the amount of \$63,952.65 which represents approx. 25% of the total current contract amount, less 10% held in retainage.</p>
KDOT CCLIP Grant Application <i>(Special Sales Tax)</i>	<p><u>Completed to Date:</u> Preliminary field surveys and concept plan development has been completed. A preliminary cost opinion has been prepared and reviewed with City staff.</p> <p><u>Remaining Work:</u> Complete site map exhibit and CCLIP application. The KDOT application is due 5/1/26.</p> <p><u>Contract Status:</u> Engineering services agreement was approved on 2/18/26.</p>
Styx Creek Flood Mitigation Master Plan <i>(Special Sales Tax)</i>	<p><u>Completed to Date:</u> A preliminary draft of the FMMP has been completed and reviewed with City staff.</p> <p><u>Remaining Work:</u> Complete phase maps and cost opinions. Prepare exhibit boards and present preliminary/final draft to City staff.</p> <p><u>Contract Status:</u> Engineering services agreement was approved on 2/18/26.</p>

CASH & BUDGET STATEMENT

March 2026

Fund	Begin Bal	Revenue	Expenses	End Bal	Budget	YTD Rev	YTD Exp	Remaining	% Spent
General*	4,672,942.00	626,444.91	431,385.15	4,873,227.09	9,608,445	2,392,572.12	2,009,371.69	7,599,073.31	20.91%
Administration			52,865.13		3,433,750		843,851.71	2,589,898.29	24.58%
Public Works			65,681.84		1,065,104		220,044.47	845,059.53	20.66%
Police			138,321.57		2,508,015		446,569.87	2,061,445.13	17.81%
Fire			38,402.28		676,380		104,658.21	571,721.79	15.47%
Ambulance			125,125.52		1,831,696		356,739.82	1,474,956.18	19.48%
Planning & Zoning			10,988.81		93,500		37,507.61	55,992.39	40.12%
Employee Benefit	1,733,012.67	47,145.22	152,956.63	1,628,089.91	2,373,388	1,094,340.00	509,774.37	1,863,613.63	21.48%
Debt Service	1,290,780.87	28,601.35	-	1,319,382.22	2,652,881	1,370,924.11	168,449.20	2,484,431.80	6.35%
Capital Improvements	634,067.27	35.52	-	634,102.79	609,150	414.86	-	609,150.00	0.00%
Special Liability	211,104.89	940.78	-	212,045.67	204,100	5,396.92	5,050.00	199,050.00	2.47%
Industrial Development	187,541.87	9.92	-	187,551.79	187,750	257.50	-	187,750.00	0.00%
Library	30,412.65	11,751.22	40,000.00	2,163.87	643,470	341,400.25	340,000.00	303,470.00	52.84%
Special Alcohol	38,352.56	-	-	38,352.56	35,816	-	-	35,816.00	0.00%
Swimming Pool	3,174.52	-	7,960.45	(4,665.94)	205,159	-	10,173.97	194,985.03	4.96%
Sr. Center	7,591.75	4,887.00	15,664.10	(1,939.61)	223,452	18,478.98	45,213.13	178,238.87	20.23%
Library Sales Tax	71,797.66	-	4,902.57	66,895.09	77,683	-	16,523.19	61,159.81	21.27%
1% Sales Tax	1,754,901.67	197,081.61	1,025.00	1,950,608.28	1,965,944	284,891.84	26,150.00	1,939,794.00	1.33%
Special Highway	594,932.62	18,922.49	4,418.36	609,436.75	445,485	66,415.79	13,380.70	432,104.30	3.00%
Special Parks	137,048.95	35,128.29	8,174.50	164,002.74	273,503	35,128.29	22,050.20	251,452.80	8.06%
Transient Guest Tax	888,580.03	-	6,061.54	882,518.49	1,094,545	156,372.13	26,774.54	1,067,770.46	2.45%
Mulvane Land Bank	16,591.97	-	-	16,591.97	16,110	-	749.10	15,360.90	4.65%
Electric	7,229,173.30	427,802.86	337,983.61	7,339,422.70	7,215,747	1,211,919.19	1,055,045.24	6,160,701.76	14.62%
Water	1,084,409.70	86,008.38	79,320.83	1,102,596.56	1,662,804	264,236.21	246,662.15	1,416,141.85	14.83%
Wastewater	1,543,978.97	161,753.28	108,966.06	1,613,248.14	2,315,096	452,766.36	385,012.99	1,930,083.01	16.63%
Storm Sewer	525,831.28	8,277.58	4,077.00	530,200.29	254,442	16,563.28	25,761.37	228,680.63	10.12%
Municipal Equipment Reserve	463,059.73	-	-	463,059.73	0	-	-	-	
TOTAL	23,119,286.93	1,654,790.41	1,202,895.80	23,626,891.09	32,064,970	7,712,077.83	4,906,141.84	27,158,828.16	15.30%