Emporia Kansas 1857

CITY COMMISSION
WEDNESDAY, JULY 16, 2025 AT 11:00 AM
CITY COMMISSION CHAMBER

ORDER OF BUSINESS

CALL MEETING TO ORDER Mayor Erren Harter

MEMBERS PRESENT

Vice-Mayor Becky Smith
Commissioner Susan Brinkman
Commissioner Tyler Curtis
Commissioner Jamie Sauder

PROCLAMATIONS

Proclamation Recognizing August 1st through August 7th, 2025, as World Breastfeeding Week
Accepted by: Diana Moore, BSN, RN, CBS, WIC Director; and Felicia Davidson, Breastfeeding Peer Counselor WIC Organization

PUBLIC FORUM

The public is invited to make comments at this time. Please limit comments to two (2) minutes each. Please state your name and address prior to making comments.

NEW BUSINESS

1) **Public Hearing on CDBG Grant Application for Soccer Field Improvement**
Presented by: Mark Detter, Deputy City Manager
Recommended Action: Conduct Public Hearing for CDBG Grant for Soccer Field Improvement

2) **Resolution No. 3767 Establishing Public Hearing for Revenue Neutral Rate**
Presented by: Janet Harrouff, Director of Finance
Recommended Action: Approve Resolution No. 3767 Establishing Public Hearing for Revenue Neutral Rate

3) **Appoint Members to the Emporia Human Relations Commission**
Presented by: Vice Mayor Becky Smith & Commissioner Jamie Sauder
Recommended Action: Approve the appointment of Angela Acosta-Cruz, Jacob Stutzman, Rachael Thurman, Mandey Serig, Chelsea Hunter Hays, Julie Helms, and Donnia Hinrichs to the Emporia Human Relations Commission

4) **Appoint Members to the Homelessness Advisory Board**
Presented by: Mayor Erren Harter & Commissioner Susan Brinkman
Recommended Action: Approve the Appointment of Trista Ervin and Misty Norton to the Homelessness Advisory Board

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

1) Financials & Permits
2) June Budget

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

1) Commission Meeting Minutes for July 2, 2025
2) Resolution No. 3765 Declaring State of Local Disaster Emergency
3) Resolution No. 3766 Authorizing the Drawdown of Anonymous Donation of $250,000.00 from Lake Kahola Fund for Skateboard Park
4) Kansas Department of Transportation KAIP Grants for the South Apron Rehabilitation and to Upgrade and Relocate the Self-serve Fuel System
5) Automated Surface Observing Systems Lease Agreement with the FAA
6) Contract for Administrative Services for CDBG Commercial Rehab Project at 417 Commercial Street

INFORMATIONAL ITEMS

Presented by Trey Cocking, City Manager.

1) Informational Items

GOVERNING BODY COMMENTS

Mayor Erren Harter
Vice-Mayor Becky Smith
Commissioner Susan Brinkman
Commissioner Tyler Curtis
Commissioner Jamie Sauder

EXECUTIVE SESSION

1) Recess into Executive Session for 25 minutes, inviting pertinent city staff to discuss confidential data of a third party relating to economic development. The justification for the executive session is provided by K.S.A. 75-4319(b)(4) to protect financial affairs and trade secrets of third parties. The open meeting will resume in this room at approximately __:_____ a.m./p.m.

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

1) Tour of New Fire Station No. 1

ADJOURNMENT

PROCLAMATION

WHEREAS, World Breastfeeding Week is celebrated globally each year from August 1st through August 7th to raise awareness of the importance of breastfeeding and to support and promote breastfeeding as a key element of lifelong health; and

WHEREAS, breastfeeding provides essential nutrients and antibodies that support the optimal health and development of infants, reducing the risk of infections, chronic diseases, and other health conditions; and

WHEREAS, the World Health Organization (WHO) and the American Academy of Pediatrics (AAP) recommend exclusive breastfeeding for the first six months of life, with continued breastfeeding alongside appropriate complementary foods for up to two years or beyond for optimal health benefits; and

WHEREAS, breastfeeding has significant health benefits for mothers, including reduced risks of breast and ovarian cancers, type 2 diabetes, and postpartum depression; and

WHEREAS, creating a breastfeeding-friendly community requires education, support, and policies that protect the rights of breastfeeding parents, ensuring they have the resources and spaces needed to breastfeed comfortably at home, in the workplace, and in public; and

WHEREAS, the theme of World Breastfeeding Week 2025, "Breastfeeding: The Foundation of a Healthier Tomorrow," highlights the vital role of breastfeeding in fostering a healthier future for individuals, families, and communities; and

WHEREAS, the City of Emporia is committed to promoting maternal and child health and recognizes the importance of supporting breastfeeding families through education, workplace accommodations, and community resources;

NOW, THEREFORE, I, Erren Harter, Mayor of the City of Emporia, Kansas, do hereby proclaim August 1st through August 7th, 2025, as

WORLD BREASTFEEDING WEEK

in the City of Emporia and encourage all residents, businesses, and organizations to support breastfeeding families and help create a community where breastfeeding is welcomed and encouraged

On this 16th day of July 2025

ATTEST:

____
Erren Harter, Mayor

____
Kerry Sull, City Clerk

Commission Action Report

Public Hearing for CDBG Grant Application

Title:	Public Hearing CDBG Grant Application for Soccer Field Improvement
Agenda Date:	July 16, 2025
Presented By:	Mark Detter, Deputy City Manager

Background:

The City of Emporia, Kansas, is submitting a grant application for the 2025 Kansas Small Cities Community Development Block Grant Program, administered by the Kansas Department of Commerce. The purpose of the Grant is to make improvements to the DeBauge Soccer Complex.

Discussion:

The City of Emporia is applying for the CDBG Small Cities Community Development Block Program. It is a federal program with a significant number of requirements. The Public Hearing will involve a description of the project, which currently includes improvements to existing soccer field facilities, including two new turf fields, lighting for turf fields, a concession stand/restroom building, a storage building, and other site improvements, including paved parking. The Resolution for the Grant Application will be considered after the public hearing.

Financial considerations:

The Grant request will be for $1,500,000. The City will match at least $1.5 million (committed Rec Commission funds) and a possible donation of $1.5 million over ten years. The entire project will not exceed $4.5 million.

Recommended action:

Conduct Public Hearing for CDGB Grant Application for Soccer Field Improvement

Attachments:
Affidavit of Publication

Column
AFFIDAVIT OF PUBLICATION

See Proof on Next Page

The Emporia Gazette
109 W. 6th Ave
(620) 342-4800

I, Bettina Shank, of lawful age, being duly sworn upon oath, deposes and says that I am the Operations Manager of The Emporia Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Emporia, for the County of Lyon, in the state of Kansas, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
Jul. 8, 2025

Notice ID: vqtvteJRuYqaULFCyjHD
Notice Name: Public Hearing Notice CDBG Soccer Field

PUBLICATION FEE: $41.80

Bettina Shank
Operations Manager

VERIFICATION

NOTARY PUBLIC STATE OF KANSAS
LISA M. STUEVE
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 04-10-2027

STATE OF KANSAS
COUNTY OF LYON

Signed or attested before me on this

8th day of July, A.D. 2025.

L M Stueve
Notary Public

(First Published in the Emporia Gazette on July 08, 2025).

Public Hearing Notice
Community Improvement Application

The City of Emporia, KS will hold a public hearing on Wednesday, July 16, 2025, at 11:00 am in the City Commission Chambers located at 518 Mechanic St, Emporia, KS 66801, for the purpose of considering an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds under the Community Facilities: Large Grants category.

A specific project application to be considered is a Soccer Field Improvement Project that will consist of improvements to existing soccer field facilities including site work, drainage, goals, overkick nets, two synthetic turf fields, LED lights, 750 SF restroom, 1,000 SF storage building, parking, and miscellaneous appurtenances related to construction activities. All project activities will occur at 4201 West 18th Avenue, Emporia, KS 66801. The estimated project cost is $4,500,000.00, with the grant request for $1,500,000.00 of the project cost.

Other project proposals introduced at the hearing will be considered. Oral and written comments will be recorded and become a part of the City of Emporia's CDBG Citizen Participation Plan. If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact Brandi Galbreath, ADA Coordinator at least 48 hours before the public hearing at 620-343-4291 or at bgalbreath@emporia-kansas.gov.

Commission Action Report

Resolution No. 3767 Establishing Public Hearing for RNR

Title:	Resolution No. 3767 Establishing Public Hearing for Revenue Neutral Rate
Agenda Date:	July 16, 2025
Presented By:	Janet Harrouff, Director of Finance

Background:
In March 2021, the Kansas Legislature passed SB 13 and HB 2104, which establish limitations on the ad valorem property tax levies by taxing subdivisions without an additional notice prior to budget adoption. The legislation requires on or before July 20th, the governing body shall notify the county clerk of its proposed intent to exceed the revenue-neutral rate and provide the date, time, and location of the public hearing and its proposed tax rate. A letter will be sent by the county clerk to all taxing entities notifying them of the proposed tax levies.

Discussion:
The City's Revenue Neutral Rate is 43.347 as calculated by the County Clerk. The final mill levy for 2025 taxes was 46.119. For 2026, the budget includes 9 mills for Bond and Interest, 5 mills for Library, and .005 mills for Industrial and 32.114 mills for the General fund.

Financial considerations:
Exceeding the Revenue Neutral Rate provides additional revenue to fund essential city services.

Recommended action:
Approve Resolution No. 3767 Establishing Public Hearing for Revenue Neutral Rate

Attachments:
Resolution No. 3767

Resolution No. 3767

A RESOLUTION OF THE CITY OF EMPORIA, KANSAS, REGARDING THE GOVERNING BODY'S INTENT TO LEVY A PROPERTY TAX EXCEEDING THE REVENUE NEUTRAL RATE;

WHEREAS, the Revenue Neutral Rate for the City of Emporia was calculated as 43.347 mills by the Lyon County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of Emporia will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body intends to hold a hearing and hear testimony from all interested taxpayers desiring to be heard as required by state law.

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

Section 1. The Governing Body of the City of Emporia hereby sets a public hearing regarding its intention to exceed the Revenue Neutral Rate for September 17, 2025, at 11:00 am to be held at the Commission Meeting Room at 518 Mechanic and directs that notice of the public hearing be given as required by state law.

Section 2. The Governing Body of the City of Emporia expresses its intention to exceed the Revenue Neutral Rate with a proposed mill levy of 46.119 mills.

Section 3. The Governing Body of the City of Emporia directs the City Clerk to provide this resolution to the Lyon County Clerk as notice of the City's proposed intent to exceed the Revenue Neutral Rate.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

ADOPTED this 16th day of July 2025 and **SIGNED** by the Mayor.

____
Erren Harter, Mayor

Attested:

____
Kerry Sull, City Clerk

Commission Action Report
Appoint Members to the EHRC

Title:	Appoint Member to the Emporia Human Relations Commission
Agenda Date:	July 16, 2025
Presented By:	Vice-Mayor Becky Smith & Commissioner Jamie Sauder

Background:
The Emporia Human Relations Commission requests that the City Commission fill board openings with qualified candidates.

Discussion:
Vice Mayor Smith and Commissioner Sauder reviewed applications and conducted interviews for open positions on the Emporia Human Relations Commission.

Based on their evaluations, they recommend appointing the following individuals:

- Angela Acosta-Cruz to fill a term ending June 1, 2026.
- Jacob Stutzman and Rachael Thurman to fill terms ending June 1, 2027.
- Mandey Serig, Chelsea Hunter Hays, Julie Helms, and Donnia Hinrichs to serve full three-year terms ending June 1, 2028.

Recommended action:
Approve the appointment of Angela Acosta-Cruz, Jacob Stutzman, Rachael Thurman, Mandey Serig, Chelsea Hunter Hays, Julie Helms, and Donnia Hinrichs to the Emporia Human Relations Commission.

Outlook

Online Form Submittal: Board Application Form

From noreply@civicplus.com <noreply@civicplus.com>
Date Tue 5/20/2025 11:47 AM
To Sue Bryson <sbryson@emporiaks.gov>; Emporia Info <emporiainfo@emporiaks.gov>

Board Application Form

Select Board, Commission, or Committee to apply.	Emporia Human Relations Commission
Personal Information	
First Name	Angela.acosta805@gmail.com
Last Name	Acosta-Cruz
Address1	2006 Flint Rd
Address2	*Field not completed.*
City	Emporia
State	KS
Zip	66801
Home Phone Number	620-757-3668
Business Address	1301 W 12th ave
Business Phone Number	6203432376
Occupation	Patient Coordinator -Newman
Email Address	angela.acosta805@gmail.com
Residency Information	
Length of Residency in Emporia	24
Are you a registered voter	Yes
Education and Hobbies	
High School	EHS
College	Allen Community College

Trade or Business School	*Field not completed.*
Hobbies	reading

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which	HRC
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which	HRC
Please, list organization memberships and positions held.	HRC board member
Please, list areas of special interest.	Volunteer work
Please, enter basic resume information below.	Currently employed at Newman Regional Health was previously a Job recruiter studying to get my Associates in Business
Please, enter why you would like to be a member of this board or commission.	I want to continue to be involved with my community.

Email not displaying correctly? [View it in your browser.]

Outlook

Online Form Submittal: Board Application Form

From noreply@civicplus.com <noreply@civicplus.com>
Date Tue 6/10/2025 9:37 AM
To Sue Bryson <sbryson@emporiaks.gov>; Emporia Info <emporiainfo@emporiaks.gov>

Board Application Form

Select Board, Commission, or Committee to apply.	Emporia Human Relations Commission
Personal Information	
First Name	Jacob
Last Name	Stutzman
Address1	1907 Casa Loma Dr
Address2	*Field not completed.*
City	Emporia
State	KS
Zip	66801
Home Phone Number	785-917-0633
Business Address	N/A
Business Phone Number	785-917-0633
Occupation	University Lecturer
Email Address	Jhstutzman@gmail.com
Residency Information	
Length of Residency in Emporia	10 years
Are you a registered voter	Yes
Education and Hobbies	
High School	Parkway West HS, Chesterfield, MO, 1997

College	BA--Truman State Univ., Kirksville, MO, 2001; MA--Texas State Univ.-San Marcos, San Marcos, TX, 2005; PhD--Univ. of Kansas, Lawrence, KS, 2012
Trade or Business School	*Field not completed.*
Hobbies	*Field not completed.*

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which	*Field not completed.*
Please, list organization memberships and positions held.	*Field not completed.*
Please, list areas of special interest.	*Field not completed.*
Please, enter basic resume information below.	For the last eight years, I have been on the faculty of the Institute for Leadership Studies at the University of Kansas, designing and teaching graduate and undergraduate courses in Adaptive Leaders, History and Theory of Leadership Studies, and Leadership Ethics. Additionally, I have been a CASA volunteer serving children in foster care for the last seven years and have served on the Big Brothers/Big Sisters Lyon County Community Leadership Council for the last five years.
Please, enter why you would like to be a member of this board or commission.	Access and accessibility are vital to the full functioning and flowering of the city. I hope to use my time on the commission to further those goals by moving the city management toward more inclusive and equitable policies, procedures, and structures, as well as encouraging residents to identify challenges and work toward experimenting with solutions. Particularly in this social and cultural moment, combating discrimination is a challenge without clear solutions. Tackling it calls for an experimental mindset and hearing from those people who are usually left out of the conversation. I hope to bring those skills to the commission to make progress for everyone in the city.

Outlook

Online Form Submittal: Board Application Form

From noreply@civicplus.com <noreply@civicplus.com>
Date Thu 5/22/2025 4:23 PM
To Sue Bryson <sbryson@emporiaks.gov>; Emporia Info <emporiainfo@emporiaks.gov>

Board Application Form

Select Board, Commission, or Committee to apply.	Emporia Human Relations Commission
Personal Information	
First Name	Rachel
Last Name	Thurman
Address1	909 Constitution Street
Address2	Apartment 4
City	Emporia
State	Kansas
Zip	66801
Home Phone Number	8145588282
Business Address	3301 West 18th Avenue
Business Phone Number	6203411305
Occupation	Clerk of The Board/Executive Assistant
Email Address	rthurman@fhtc.edu
Residency Information	
Length of Residency in Emporia	3 Years
Are you a registered voter	Yes
Education and Hobbies	
High School	Austin Area Jr/Sr High School
College	Barton Community College, Kansas State University

Trade or Business School	Flint Hills Tehcnical College
Hobbies	Creative Writing & Poetry, Health & Wellness Exploration, Food Security Advocacy

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which	Institutional Effectiveness Commitee, Member, Flint Hills Technical College; Wellness Commitee, Chair, Flint Hills Technical College
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which	Institutional Effectiveness Commitee, Member, Flint Hills Technical College; Wellness Commitee, Chair, Flint Hills Technical College
Please, list organization memberships and positions held.	Hugh O'Brian Youth Leadership Foundation- Volunteer/ Member FHTC- Institutional Effectiveness and Wellness Commitee- Member; Chair FHTC Board of Trustees- Clerk Tri Alpha Honor Society- Member Street Cats Club- Grant Manager (Former) Food Bank of Alaska- Volunteer
Please, list areas of special interest.	Maternal Mental Health Advocacy Nutrition Equity & Food Access Culturally Competent Wellness Programming Creative Expression as a Tool for Inclusion & Healing Support for Non-Traditional and Rural Families First Generation College Students Health Literacy Rural Healthcare (Critical Access)
Please, enter basic resume information below.	EDUCATION Barton Community College A.S in Liberal Studies (Health Concentration) Conferred: 2024 Kansas State University (Currently Enrolled) B.S in Dietetics 2022- Present CERTIFICATIONS Health Coach Certification (NBC-HWC) Legacy Holistic Health Institute April 2023

Certified Nutrition Coach
National Academy of Sports Medicine
April 2023

PROFESSIONAL EXPERIENCE

Executive Assistant/Clerk of The Board: Flint Hills Technical College
Emporia, Kansas
February 10th, 2025- Present
Oversee day-to-day management operations of the FHTC Administrative Office
Manage scheduling for the College President, coordinating complex meetings, events, and external engagements
Maintain and coordinate the facility rental calendar
Process invoices and manage inventory for facilities, ensuring timely billing
Support high-level meetings and governance by preparing agendas, taking official meeting minutes, and maintaining confidential board records.
Serve as primary point of contact for internal and external communications
Uphold confidentiality and compliance standards while handling sensitive documents and communications

Admissions Specialist: Flint Hills Technical College
Emporia, Kansas
May 21, 2024- February 10, 2025
Provide personalized guidance to diverse student populations, ensuring equitable access to educational opportunities and resources
Development and Coordination of Special Events and Recruitment events for FHTC
Represent FHTC at off-campus and community events
Designed and implemented data tracking systems to optimize and leverage institutional processes
Perform data entry, analysis, and implementation to support admissions processes and college statistics management
Conduct assessment testing for prospective students
Process all incoming applications, documentation, and academic records for prospective students
Serve as first point of contact for prospective students via phone, email, text and mail.
Development of databases for direct mail, targeting specific market segments
Cultivate relationships with students and community partners to

	enhance awareness of educational resources Medical Secretary: UPMC Cole Rehab Services Emporium, Pennsylvania 2020-2023 Receive and greet patients, serving as the first point of contact. Manage all office Prior Authorizations for rehabilitation services. Multitask a variety of clerical duties, such as processing copayments and the operation of high-volume phone calls. Facilitation of patient scheduling. Swiftly process patient inquiries via phone, email, and fax. Contribute to team effort to ensure patient satisfaction. Enter CPT code and patient information into billing software. Collaborate with therapist to interpret data and appropriately assign icd-10 codes. Responsible for verifying Medicare, Medicaid, and private insurance benefits for all therapy disciplines. Manage correspondence between physical therapist, providers, and other office personnel. Adhere to all privacy policies in accordance with HIPPA. Build lasting rapport with providers in-network and out-of-network
Please, enter why you would like to be a member of this board or commission.	I'm applying because of a quote I consistently return to, spoken by Albert Schweitzer, "I don't know what your destiny will be, but one thing I know: the only ones among you who will be really happy are those who have sought and found how to serve." I am not to be a voice, rather, to amplify a collection of voices. Especially the ones belonging to those individuals who feel overlooked or like they don't have a seat at the table. I've spent a lot of time thinking about how systems impact real lives, whether it's through my work in education, health and wellness, or just showing up for folks in everyday ways. I'm passionate about making sure people actually understand the resources available to them ; not just in theory, but in practice. I believe empathy and storytelling have the power to shift perspectives, and I want to be part of a group that's actively listening, learning, and doing the work to make things better.

Outlook

Online Form Submittal: Board Application Form

From noreply@civicplus.com <noreply@civicplus.com>
Date Tue 5/13/2025 9:45 PM
To Sue Bryson <sbryson@emporiaks.gov>; Emporia Info <emporiainfo@emporiaks.gov>

Board Application Form

Select Board, Commission, or Committee to apply.	Emporia Human Relations Commission
Personal Information	
First Name	Mandey
Last Name	Serig
Address1	1501 E 10th Ave
Address2	*Field not completed.*
City	Emporia
State	KS
Zip	66801
Home Phone Number	6208031840
Business Address	1501 E 10th Ave
Business Phone Number	6208031840
Occupation	Self employed
Email Address	Mandey_mauer@yahoo.com
Residency Information	
Length of Residency in Emporia	21 years
Are you a registered voter	Yes
Education and Hobbies	
High School	EHS
College	FHTC

Trade or Business School	*Field not completed.*
Hobbies	*Field not completed.*

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which	HRC
Please, list organization memberships and positions held.	HRC- Vice chair
Please, list areas of special interest.	Special Needs
Please, enter basic resume information below.	N/a
Please, enter why you would like to be a member of this board or commission.	I've really enjoyed learning more about my community and being more active in my community.

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Outlook

Online Form Submittal: Board Application Form

From noreply@civicplus.com <noreply@civicplus.com>
Date Tue 5/6/2025 12:23 PM
To Sue Bryson <sbryson@emporiaks.gov>; Emporia Info <emporiainfo@emporiaks.gov>

Board Application Form

Select Board, Commission, or Committee to apply.	Emporia Human Relations Commission
Personal Information	
First Name	Chelsea
Last Name	Hunter-Hayes
Address1	2625 Hickory Lane
Address2	*Field not completed.*
City	Emporia
State	Kansas
Zip	66801
Home Phone Number	785-307-1896
Business Address	522 Mechanic Street, Emporia, KS 66801
Business Phone Number	620-343-4260
Occupation	Administrative Assistant
Email Address	chelsea.2009@hotmail.com
Residency Information	
Length of Residency in Emporia	15 years
Are you a registered voter	Yes
Education and Hobbies	
High School	Junction City High School
College	Emporia State University

Trade or Business School	*Field not completed.*
Hobbies	Cooking, reading, crafting, hosting friends

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which	Human Relations Committee
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which	Human Relations Committee
Please, list organization memberships and positions held.	HRC - Member & Chair
Please, list areas of special interest.	Animal rescue, betterment of society through mutual respect and assistance
Please, enter basic resume information below.	City of Emporia Engineering Department Administrative Assistant September 2021 - Present I handle the clerical work and customer service for the Engineering Department. My main duties involve contract creation and management, billings, and answering correspondences from citizens, business, and other governmental organizations. City of Emporia Police Department Records Technician May 2017 - September 2021 I handled all records requests submitted to the Emporia Police Department, managed records disseminations to other organizations and the public and worked closely with record keeping in the computer aided dispatch system. Chase County Sheriff's Office Emergency Dispatcher May 2015 - Summer 2019 I answered phones for emergency and non-emergency purposes. My duties included dispatching services for the whole of Chase County; police, fire, EMS, and rescue.
Please, enter why you would like to be a member of this board or commission.	I would love to continue my service to the HRC board for see further growth and accessibility added to our community. While on this board we have done more pinpoint work to address community needs and I hope to see that continue.

Outlook

Online Form Submittal: Board Application Form

From noreply@civicplus.com <noreply@civicplus.com>
Date Mon 5/19/2025 5:37 PM
To Sue Bryson <sbryson@emporiaks.gov>; Emporia Info <emporiainfo@emporiaks.gov>

Board Application Form

Select Board, Commission, or Committee to apply.	Emporia Human Relations Commission
Personal Information	
First Name	Julie
Last Name	Helms
Address1	7 Norton circle
Address2	*Field not completed.*
City	Emporia
State	KS
Zip	66801
Home Phone Number	6202030175
Business Address	1519 Merchant
Business Phone Number	6203432211
Occupation	IPS specialist
Email Address	jewels6689@gmail.com
Residency Information	
Length of Residency in Emporia	38 years
Are you a registered voter	Yes
Education and Hobbies	
High School	Olpe High school
College	ESU

Trade or Business School	*Field not completed.*
Hobbies	Reading.

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which	HRC
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which	HRC
Please, list organization memberships and positions held.	*Field not completed.*
Please, list areas of special interest.	*Field not completed.*
Please, enter basic resume information below.	Crosswinds IPS specialist 11/2022-present.
Please, enter why you would like to be a member of this board or commission.	Further support the community and gain resources.

Outlook

Online Form Submittal: Board Application Form

From noreply@civicplus.com <noreply@civicplus.com>
Date Wed 5/14/2025 7:33 AM
To Sue Bryson <sbryson@emporiaks.gov>; Emporia Info <emporiainfo@emporiaks.gov>

Board Application Form

Select Board, Commission, or Committee to apply.	Emporia Human Relations Commission
Personal Information	
First Name	Donnia
Last Name	Hinrichs
Address1	1302 Prairie Street
Address2	*Field not completed.*
City	Emporia
State	KS
Zip	66801
Home Phone Number	9137090558
Business Address	624 Commercial Street, Emporia, KS 66801
Business Phone Number	6203421648
Occupation	Independent Living Specialist
Email Address	Donnia.Hinrichs@rcilinc.org
Residency Information	
Length of Residency in Emporia	1 year
Are you a registered voter	Yes
Education and Hobbies	
High School	Reading High School, Reading, KS 66868
College	Emporia State University, Emporia, KS 66801

Trade or Business School	*Field not completed.*
Hobbies	Gardening, Reading, Traveling

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which	Emporia Human Relations Commission
Please, list organization memberships and positions held.	*Field not completed.*
Please, list areas of special interest.	Special Needs, Disabilities
Please, enter basic resume information below.	Taught Special Education for 43 years, Parents as Teachers Program 1 year and was the Director, Hartford Inc. 3 years as Direct Support Worker, QMRP and Director of Staff Development
Please, enter why you would like to be a member of this board or commission.	I have served on this board since November 2024 and I believe in and appreciate developing or improving the community in any way I can.

Commission Action Report
Appoint Members to the Homelessness Advisory Board

Title:	Appoint Members to the Homelessness Advisory Board
Agenda Date:	July 16, 2025
Presented By:	Erren Harter, Mayor & Susan Brinkman, Commissioner

Background:
The Homelessness Advisory Board requests that the City Commission fill board openings with qualified candidates.

Discussion:
Applications were received, and interviews were conducted by Mayor Harter and Commissioner Brinkman.

Interviewing Commissioners recommend the appointment of Misty Norton and Trista Ervin to fill unexpired terms ending September 9, 2026.

Recommended action:
Approve the appointment of Misty Norton and Trista Ervin to the Homelessness Advisory Board.

Outlook

Online Form Submittal: Board Application Form

From noreply@civicplus.com <noreply@civicplus.com>
Date Sun 5/25/2025 7:36 PM
To Sue Bryson <sbryson@emporiaks.gov>; Emporia Info <emporiainfo@emporiaks.gov>

Board Application Form

Select Board, Commission, or Committee to apply.	Homelessness Advisory Board
Personal Information	
First Name	Misty
Last Name	Norton
Address1	1679 Road T5
Address2	*Field not completed.*
City	Emporia
State	Kansas
Zip	66801
Home Phone Number	620-794-0221
Business Address	402 Commercial
Business Phone Number	6203413498
Occupation	Director of Mobility Management
Email Address	Mnorton@lyoncountyks.gov
Residency Information	
Length of Residency in Emporia	15
Are you a registered voter	Yes
Education and Hobbies	
High School	Madison High
College	Ottawa University

Trade or Business School	*Field not completed.*
Hobbies	Hobby farming, horses, walking, biking, arts, photography.

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which	HRC
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which	HRC
Please, list organization memberships and positions held.	Association of Mobility Management- Member HRC- Member HLC- Member
Please, list areas of special interest.	Transportation, advisory, digital media, financial and membership data
Please, enter basic resume information below.	Director of Mobility Management- a KDOT funded position- started in July 2024 to current Hair-u-wear- A wig company in Lenexa- Accounts Receivable Supervisor- Feb 2023 to July 2024 GSA/USDA- governmental accounting services- Accounts Receivable 2 held March 2021 to Feb 2023 Entry level Accounting positions held at Forum/ABZ Valve of Madison Ks, City of Emporia, TFI Family Services held between 2012 to 2020 (Covid 19 2020 to 2021 was let go and was a stay at home mom.) Core First Bank Trust- Teller- 2010 to 2012
Please, enter why you would like to be a member of this board or commission.	I believe transportation is a big factor that often may be over looked in a community with needs and resources not often being met with those in desperate need. I see my skills and determination being a big asset in achieving the goals of the homelessness advisory board.

Outlook

Online Form Submittal: Board Application Form

From noreply@civicplus.com <noreply@civicplus.com>
Date Sat 5/24/2025 1:51 PM
To Sue Bryson <sbryson@emporiaks.gov>; Emporia Info <emporiainfo@emporiaks.gov>

Board Application Form

Select Board, Commission, or Committee to apply.	Homelessness Advisory Board
Personal Information	
First Name	Trista
Last Name	Ervin
Address1	325 Sherman St
Address2	*Field not completed.*
City	Emporia
State	KS
Zip	66801-4313
Home Phone Number	+16202611892
Business Address	325 Sherman St
Business Phone Number	+16202611892
Occupation	Homemaker
Email Address	trpatton0211@gmail.com
Residency Information	
Length of Residency in Emporia	22 years
Are you a registered voter	No
Education and Hobbies	
High School	Ehs
College	*Field not completed.*

Trade or Business School	*Field not completed.*
Hobbies	Gardening, flowers

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which	*Field not completed.*
Please, list organization memberships and positions held.	*Field not completed.*
Please, list areas of special interest.	I love helping/taking care of people
Please, enter basic resume information below.	Trista Ervin
Please, enter why you would like to be a member of this board or commission.	E.poria is home for me and I would love the opportunity to pay it back

Email not displaying correctly? [View it in your browser.]

Commission Action Report
Financials and Permits

Title:	Financials and Permits
Agenda Date:	July 16, 2025
Presented By:	Trey Cocking, City Manager

Background:
This is a time for the City Manager to make comments and reports to the Public.

The following is general information for the month of June 2025 for the community:

Monthly Local Retail Sales Tax Receipts Update

	2024	2025	
	$ 537,867.09	$ 519,089.51	**Decrease of $18,777.58** for the month, and Overall increase of 2.43% from year 2024.
YTD	**$ 3,159,599.09**	**$3,238,319.60**	

City Share from County Tax

	2024	2025	
	$ 277,143.84	$ 277,988.08	**Increase of $844.24** for the month, and Overall increase of 4.85% from year 2024.
YTD	**$ 1,612,787.80**	**$ 1,694,971.13**	

Building Permits issued from 6/1/2025 to 6/30/2025 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	73
Total of valuations associated with those building permits:	$1,178,194.11
Total number of dollars collected for Building Permit Fees:	$ 9,460.00
Construct – Single-family dwellings	0
Demo – Single-family dwellings	1

Flint Hills Mall CID for June 2025	$ 6,606.87
YTD	**$ 90,683.92**
Pavilions CID for June 2025	$ 21,780.82
CID #2	**$ 21,780.82**
YTD	**$ 196,856.58**
Fairview Hotel CID for June 2025	**$** 7,425.02
YTD	**$ 41,114.73**
West Plaza CID for June 2025	**$** 7,719.90
YTD	**$ 48,333.71**

DATE: July 10, 2025
TO: City Commissioners
FROM: Janet Harrouff
SUBJECT: Budget Comparison

The **General Fund** Income Statement for the six-month period ending June 30, 2025, has been reviewed and the significant budget variations have been explained below.

Revenue:

Ad Valorem Tax 96% has been received to date and 6% more than 2024.

Sales Tax is $160,904 higher than 2024 and 49% of the YTD budget.

Franchise tax is $105,000 higher than 2024 and 53% of the YTD budget.

Administration fees are $134,000 higher than 2024 and 54% of the YTD budget.

Expense

Personnel Services is 8% more than 2024 and 52% of the YTD budget.
Maintenance and Repairs are down 20% from 2024.
Commodities are up 22% from 2024 due to the purchase of the Tyler Technologies software.

Total revenues for the six-month period ending June 30, 2025, were $17,640,655 and expenses were $15,097,382. The unencumbered cash balance is $9,249,691.

The **Water Fund** Income Statement for the six-month period ending June 30, 2025, has been reviewed and the significant budget variations have been explained below.

Revenue
Sale of Water is 11% higher than 2024 or $444,000 more. 47% of the budget has been received.

Expense

Maintenance & Repair is 37% lower than 2024 or $173,000 less.

Total revenues for the six-month period ending June 30, 2025, were $5,137,330 while expenses were $6,659,255. The expense amount includes the entire bond payment that will be made in August. The ending cash balance is negative $1,511,926.

The **Wastewater Fund** Income Statement for the six-month period ending June 30, 2025, has been reviewed and the significant budget variations have been explained below.

Revenue:
Sewer Charges are 14% higher than in 2024 which is $440,000 more in revenue.

Expenses

Maintenance and repair and commodities are down sufficiently from 2024 in the amount of $145,000.

Total revenues for the six-month period ending June 30, 2025, were $3,698,976 and expenses were $4,545,635. The cash balance is negative $205,677.

The **Solid Waste Fund** Income Statement for the six-month period ending June 30, 2025, has been reviewed and the significant budget variations have been explained below.

Revenue
Fees for polycarts and dumpsters are 9% higher than in 2024. Roll off containers are up 3% and landfill fess are up 51% for a revenue increase of $276,000 over 2024.

Expenses

Personnel services and utilities are 22% higher than in 2024. Maintenance and repair is 39% higher than in 2024. Overall expenses are up $613,000 from 2024.

Total revenues for the six-month period ending June 30, 2025, were $3,171,777 and expenses were $3,929,794. The fund experienced a loss of $758,018 in the first six months of the year. The cash balance has decreased $1,196,857 since May 2024.

City of Emporia, Kansas

GENERAL FUND

as of June 30, 2025

GENERAL FUND

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -June Actual	2025 Jan -June Actual	Change between 24 & 25
Beginning Cash Balance	6,450,183	5,489,073	6,450,183	6,741,570	
REVENUE					
Ad Valorem Property Tax	6,401,026	7,141,464	6,139,440	6,900,297	12.39%
Sales Tax	9,789,887	9,960,982	4,772,387	4,933,291	3.37%
Franchise Tax	2,819,267	2,776,900	1,366,567	1,471,047	7.65%
Other Taxes	747,810	696,594	311,812	299,209	-4.04%
Intergovernmental Taxes	424,887	399,838	244,213	227,602	-6.80%
Licenses & Permits	294,976	264,350	175,334	119,146	-32.05%
Charges for Services	2,411,599	2,420,816	1,385,825	1,267,340	-8.55%
Fines & Fees	525,589	495,400	251,126	327,271	30.32%
Use of Property and Money	914,263	185,596	73,240	109,454	49.44%
Interest Receivable		550,000	405,434	327,702	-19.17%
Reimbursements	226,524	5,100	3,376	2,590	-23.29%
Administrative Transfers	2,731,921	2,953,560	1,454,171	1,588,491	9.24%
Misc Revenue		41,500	47,501	17,304	-63.57%
Contrubitions			25,000	25,700	2.80%
Operating Revenues	240	0	0	0	0.00%
Nonoperating Revenues	225,753	100,000	49,629	24,212	-51.21%
TOTAL RECEIPTS	27,513,743	27,992,100	16,705,056	17,640,655	5.60%
EXPENDITURES					
Personnel Services	17,949,291	18,052,533	8,679,176	9,397,010	8.27%
Vacancy Rate		0	0		0.00%
Maintenance & Repair	968,713	1,153,800	499,214	397,040	-20.47%
Commodities	1,631,449	2,134,335	831,798	1,075,115	29.25%
Other Charges	354,999	910,645	281,533	379,719	34.88%
Capital Outlay	225,163	201,500	45,886	0	-100.00%
Transfer to Economic Development	925,000	925,000	462,500	462,500	0.00%
Transfer to Multi Year Fund	3,358,119	3,416,507	1,612,788	1,694,971	5.10%
Transfer to Project accounts	(1,774)	0	40,000	0	0.00%
Transfer to Equipment Reserve	0	572,200		706,558	0.00%
Utilities	550,047	635,050	245,111	257,498	5.05%
Communications	107,898	145,250	54,547	48,820	-10.50%
Training and Travel	182,158	239,200	77,958	102,655	31.68%
Jail Expenses	62,200	87,500	27,450	29,350	6.92%
Other Contractual	888,344	1,205,316	445,438	491,098	10.25%
Outstanding PO's		0	0	55,047	
TOTAL EXPENDITURES	27,201,608	29,678,836	13,303,398	15,097,382	13.49%
Revenue less expenses	312,135	(1,686,736)	3,401,659	2,543,274	
Cash Basis Adjustments/Non-appropri	(20,748)	0	0	(35,152)	
Ending Cash Balance	**6,741,570**	**3,802,337**	**9,851,842**	**9,249,691**	
Base for Reserve calculation	22,695,100	24,563,629	11,142,225	12,233,353	
15% Reserve	3,404,265	3,684,544	1,671,334	1,835,003	
Amount over 15% Reserve	3,337,305	117,793	8,180,508	7,414,688	

GENERAL FUND

as of June 30, 2025

	2025 Budget	2024 Jan -June Actual	2025 Jan -June Actual	Change between 24 & 25
EXPENDITURES				
Administration	-	197,634.74	197,718.85	84.11
Commission/Manager/Clerk	5,310,627.00	835,715.46	752,562.24	(83,153.22)
Accounting/HR	546,811.00	228,113.58	235,491.00	7,377.42
IT	549,437.00	210,154.63	230,426.67	20,272.04
Communication	20,100.00	-	11,804.23	11,804.23
Police	5,982,680.00	2,722,274.06	3,366,305.29	644,031.23
Animal Control	286,834.00	98,824.66	116,191.19	17,366.53
Fire	3,589,287.00	1,615,133.07	1,833,610.22	218,477.15
EMS	4,176,286.00	1,667,666.59	1,824,169.72	156,503.13
Municipal Court	659,309.00	295,746.89	339,215.69	43,468.80
Engineering	755,403.00	304,020.27	421,831.70	117,811.43
Street - Snow Removal	75,000.00	21,386.57	70,381.57	48,995.00
Golf Course Maintenance	584,155.00	278,564.22	292,049.15	13,484.93
Golf Course Shop	528,024.00	266,172.78	320,059.51	53,886.73
Park	1,356,066.00	606,293.34	656,293.72	50,000.38
Disc Golf	226,735.00	60,533.52	4,119.86	(56,413.66)
Aquatic Center	243,300.00	50,478.62	54,955.45	4,476.83
Zoo	938,587.00	381,133.34	361,369.33	(19,764.01)
Civic Auditorium	908,451.00	389,186.03	483,497.97	94,311.94
Civic/Library	86,417.00	71,852.65	88,905.42	17,052.77
Civic/Grounds Maintenance	139,727.00	35,122.98	34,585.55	(537.43)
Civic/ Concessions	90,952.00	56,499.98	58,818.95	2,318.97
Building & Neighborhood Development	998,619.00	456,010.96	552,486.81	96,475.85
Shop	92,616.00	(14,032.98)	(8,840.58)	5,192.40
Street Lighting	349,020.00	156,722.42	158,709.29	1,986.87
Appropriations	91,500.00	64,189.26	69,561.99	5,372.73
Airport	897,333.00	365,559.18	353,718.28	(11,840.90)
Parking Facility	11,600.00	4,703.95	4,948.98	245.03
Sales Tax Transfer	4,341,507.00	2,075,287.78	2,157,471.11	82,183.33
TOTAL EXPENDITURES	33,836,383.00	13,500,948.55	15,042,419.16	1,541,470.61

City of Emporia, Kansas

Multi Year Fund

as of June 30, 2025

	Preceding Year 2024 (Actual)	2025 Original Budget	2024 Jan -June Actual	2025 Jan -June Actual	Change between 24 & 25
Beginning Cash Balance	2,995,997.41	3,060,010.61	2,995,997.41	2,723,727.31	
REVENUE					
Sales Tax	3,358,119.39	3,416,507.00	1,612,787.80	1,694,971.13	5.10%
Reimburance from state	473,211.16				
Interest	191,881.54	130,000.00	94,659.22	35,742.58	-62.24%
Total Revenue	4,023,212.09	3,546,507.00	1,707,447.02	1,730,713.71	1.36%
EXPENSES					
Unspent expenses				(388,253.12)	
Maintenance & Repair		250,000.00	27,075.30	44,026.05	62.61%
Other Charges			-	-	
Capital	2,492,228.31	3,427,800.00	182,676.57	212,206.01	16.16%
Transfer Out	200,000.00	-	200,000.00	350,000.00	75.00%
Communications			433.40	-	-100.00%
Contractual Services	1,603,253.88	2,295,130.00	841,327.73	416,081.73	-50.54%
Outstanding PO's				1,551,710.47	#DIV/0!
Total Expenses	4,295,482.19	5,972,930.00	1,251,513.00	2,185,771.14	#DIV/0!
Ending Cash Balance	**2,723,727.31**	**633,587.61**	**3,451,931.43**	**2,268,669.88**	

City of Emporia, Kansas

Insurance Reserve

as of June 30, 2025

	Preceding Year 2024 (Actual)	2025 Original Budget	2024 Jan -June Actual	2025 Jan -June Actual	Change between 24 & 25
Beginning Cash Balance	$663,358	$0	$663,358	$699,713	
REVENUE					
Transfer from General	$0	$0	$0	$0	
Transfer from Int Improvem	$0			$0	
Insurance payment	$0			$0	
Interest	$36,355	$0	$17,172	$7,243	-57.82%
TOTAL RECEIPTS	$36,355	$0	$17,172	$7,243	-57.82%
EXPENDITURES					
Maintenance & Repair	$0	$0			
Misc Projects	$0	$0			
TOTAL EXPENDITURES	$0	$0	$0	$0	
Ending Cash Balance	**$699,713**	**$0**	**$680,530**	**$706,956**	

City of Emporia, Kansas

Vacant Property Program

as of June 30, 2025

	Preceding Year 2024 (Actual)	2025 Original Budget	2024 Jan -June Actual	2025 Jan -June Actual	Change between 24 & 25
Beginning Cash Balance	$90,362	$0	$0	$7,580	
REVENUE					
Transfer from ARPA funds	$0	$0	$0	$0	
Interest	$2,358	$0	$1,425	$34	-97.63%
TOTAL RECEIPTS	$2,358	$0	$1,425	$34	-97.63%
EXPENDITURES					
Maintenance & Repair	$0	$0	$0	$21	0.00%
Other Contractual Services	$85,140	$0	$54,076	$0	-100.00%
TOTAL EXPENDITURES	$85,140	$0	$54,076	$21	-99.96%
Ending Cash Balance	**$7,580**	**$0**	**($52,651)**	**$7,593**	

City of Emporia, Kansas

Library Fund

as of June 30, 2025

	Preceding Year 2024 (Actual)	2025 Original Budget	2024 Jan -June Actual	2025 Jan -June Actual	Change between 24 & 25
Beginning Cash Balance	$0	$0	$0	$78	
REVENUE					
Ad Valorem Property Tax	$1,086,316	$1,104,165	$1,046,446	$1,100,180	5.13%
Other Taxes	$115,497	$97,578	$53,397	$42,318	-20.75%
TOTAL RECEIPTS	$1,201,813	$1,201,743	$1,099,842	$1,142,498	3.88%
EXPENDITURES					
Insurance Refund		$0			
Misc Projects		$0			
Appropriation	$1,201,735	$1,248,955	$1,099,842	$1,142,578	0.03%
TOTAL EXPENDITURES	$1,201,735	$1,248,955	$1,099,842	$1,142,578	
Ending Cash Balance	**$78**	**($47,212)**	**$0**	**($1)**	

City of Emporia, Kansas

Transient Guest Tax

as of June 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -June Actual	2025 Jan -June Actual	Change between 24 & 25
Beginning Cash Balance	$999,063	$588,887	$999,063	$671,185	
REVENUE					
Transient Guest Tax	$932,626	$950,000	$371,301	$384,652	3.60%
Interest on Investment	$24,211	$10,000	$15,035	$8,037	-46.55%
Fence rental	$2,369	$0	$0	$0	
Miscellaneous	$14,432			$14,006	
Accounts Receviable - fence rental	$8,540			$0	
TOTAL RECEIPTS	$982,178	$960,000	$386,337	$406,695	5.27%
EXPENDITURES					
CVB Appropriation	$462,000	$480,000	$371,301	$240,000	-35.36%
Trusler Sports Complex		$0			#DIV/0!
City cost associated with events	$40,000	$40,000			#DIV/0!
Civic Auditorium improvements	$50,000	$50,000	$50,000	$50,000	0.00%
Red Rock's Appropriation	$7,500	$10,000	$10,000	$10,000	0.00%
ESU Welch Stadium	$400,000	$0	$0		#DIV/0!
Disc Golf Course Maintenance & Employe	$100,000	$100,000	$132,401		-100.00%
Emporia Main Street	$95,000	$95,000	$95,000	$95,000	0.00%
Emporia Arts Council Support	$30,000	$30,000	$30,000	$60,000	100.00%
Emporia Granda	$30,000	$30,000	$30,000		-100.00%
Symphony in the Flint Hills		$0			#DIV/0!
Unbound Bike Event	$15,000	$20,000	$0	$20,000	#DIV/0!
DDO	$20,000	$50,000	$50,000	$50,000	0.00%
PDGA Professional Disc Golf World	$20,000	$20,000	$20,000	$20,000	0.00%
Immaginarium		$45,000			#DIV/0!
National Teachers Hall of Fame		$10,000	$0	$10,000	#DIV/0!
Free for Kansas - Music event	$20,000	$20,000			#DIV/0!
Dynamic Discs - Jones course improvemen	$17,900		$17,900	$58,127	224.73%
Hispanics of Today and Tommorrow	$0	$20,000	$0	$20,000	#DIV/0!
Marketing money (Mainstreet & Visit Emporia)		$120,000			#DIV/0!
Miscellaneous	$2,656	$0	$67,807	$0	-100.00%
Special Projects		$0	$0		#DIV/0!
Outstanding PO's	$0			$0	#DIV/0!
TOTAL EXPENDITURES	$1,310,056	$1,140,000	$874,409	$633,127	-27.59%
Ending Cash Balance	**$671,185**	**$408,887**	**$510,990**	**$444,753**	

Transient Guest Tax Receipts	2021	2022	2023	2024	2025
1ST QUARTER-JANUARY	$105,764.76	$184,682.75	$217,964.96	$208,253.00	$229,900.15
2ND QUARTER-APRIL	$135,567.13	$143,987.80	$170,824.51	$163,048.74	$154,751.85
3RD QUARTER-JULY	$192,642.58	$223,905.58	$232,566.63	$298,395.94	$0.00
4TH QUARTER-OCTOBER	$200,102.99	$219,288.14	$230,393.63	$262,929.27	$0.00
TOTAL	$634,077.46	$771,864.27	$851,749.73	$932,626.95	$384,652.00

City of Emporia, Kansas

Industrial Fund

as of June 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -June Actual	2025 Jan -June Actual	Change between 24 & 25
Beginning Cash Balance	23,447	24,265	23,447	25,977	
REVENUE					
Ad Valorem Property Tax	1,060	1,000	1,035	1,087	5.02%
Other Taxes	136		61	41	-32.31%
Interest on Investment	1,334	800	624	276	-55.78%
TOTAL RECEIPTS	2,530	1,800	1,720	1,405	-18.35%
EXPENDITURES					
Travel Expense & Miscellaneous	0	1,185	0		0
Other charges	0				0
Contractual Services	0	0			0
Special Projects and Reserve Fund	0	24,976			0
TOTAL EXPENDITURES	0	26,161	0	0	0
Ending Cash Balance	**25,977**	**(96)**	**25,167**	**27,382**	

City of Emporia, Kansas

Economic Sales Tax

as of June 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -June Actual	2025 Jan -June Actual	Change between 24 & 25
Beginning Cash Balance	$1,319,820	$989,728	$1,319,820	$1,038,291	
Revenue:					
Sales Tax Receipts	$925,000	$925,000	$462,500	$462,500	0.00%
Interest Income	$31,551	$20,000	$15,533	$8,912	-42.63%
Money for Land Purchases	$195,906	$0		$0	
RDA returned money				$79,182	#DIV/0!
Total Revenue	$1,152,457	$945,000	$478,032	$550,594	15.18%
Expense:					
Appropriation to the RDA	$358,184	$386,192	$191,251	$193,096	0.96%
Emporia Enterprises	$35,000	$0	$35,000	$0	
Main Street	$45,000	$45,000	$45,000	$45,000	0.00%
Land Purchase Bond Pmt	$85,963	$86,000	$85,963	$85,963	0.00%
Transfer to B&I water proj	$350,000	$350,000	$350,000	$350,000	0.00%
Dynamic Brewing Compa	$500,000		$500,000	$0	-100.00%
VisionFirst Advisors	$59,826		-$156,983	$24,288	-115.47%
Special Projects	$13	$967,535	$0		
Total Expenses	$1,433,986	$1,834,727	$1,050,231	$698,347	-33.51%
Ending Cash Balance	**$1,038,291**	**$100,001**	**$747,622**	**$890,538**	

City of Emporia, Kansas

Special Alcohol Fund

as of June 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -June Actual	2025 Jan -June Actual	Change between 24 & 25
Beginning Cash Balance	120,433	116,893	120,433	122,643	
REVENUE					
Private Club Liquor Tax	108,123	104,660	53,294	50,900	-4.49%
Interest on Investment	6,287	3,000	2,945	1,170	-60.28%
TOTAL RECEIPTS	114,410	107,660	56,238	**52,069**	-7.41%
EXPENDITURES					
Appropriations	112,200	144,400	59,700	66,900	12.06%
Special Projects		0	0	0	
TOTAL EXPENDITURES	112,200	144,400	59,700	66,900	12.06%
Ending Cash Balance	**122,643**	**80,153**	**116,971**	**107,812**	

Appropriations	Receive in 2021	Receive in 2022	Receive in 2023	Receive in 2024	Receive in 2025
Cross Winds	$15,000.00	$15,000.00	$15,000.00	$20,000.00	$105,000.00
Corner House	$48,750.00	$65,000.00	$75,000.00	$85,000.00	$0.00
Emporia State University	$6,750.00	$6,750.00	$7,200.00	$7,200.00	$7,200.00
Flint Hills Tech (Mental Hea	$0.00				$7,200.00
Crosswinds Building Match					25,000.00
Total	$70,500.00	$86,750.00	$97,200.00	$112,200.00	$144,400.00

Receipts	2021	2022	2023	2024	2025
1ST QUARTER - MARCH	$17,214.78	$23,976.09	$25,545.76	$26,804.33	$26,397.00
2ND QUARTER - JUNE	$18,634.04	$22,129.19	$26,129.12	$26,489.58	$0.00
3RD QUARTER - SEPTEM	$25,844.73	$28,544.72	$31,037.27	$29,035.42	$0.00
4TH QUARTER - DECEMB	$24,664.21	$25,393.46	$27,455.87	$25,793.55	$0.00
TOTAL	$86,357.76	$100,043.46	$110,168.02	$108,122.88	$26,397.00

City of Emporia, Kansas

Special Park Fund

as of June 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -June Actual	2025 Jan -June Actual	Change between 24 & 25
Beginning Cash Balance	$115,908	$103,068	$115,908	$124,327	
REVENUE					
Private Club Liquor Tax	$108,123	$104,660	$53,294	$50,900	-4.49%
Interest on Investment	$8,719	$4,000	$3,638	$1,881	-48.29%
TOTAL RECEIPTS	$116,842	$108,660	$56,932	$52,781	-7.29%
EXPENDITURES					
Capital Outlay	$93,423	$135,250	$0	$10,894	3301112.12%
Municipal Band Allocation	$15,000	$15,000	$15,000	$15,000	0.00%
Miscellaneous					#DIV/0!
Commodities	$0	$0		$0	#DIV/0!
Contractual Services	$0	$0	$0	$0	#DIV/0!
Other Charges					#DIV/0!
Transfer to Project Account	$0			$0	#DIV/0!
Special Projects	$0	$61,478	$0		#DIV/0!
TOTAL EXPENDITURES	$108,423	$211,728	$15,000	$25,894	72.62%
Ending Cash Balance	**$124,327**	**$0**	**$157,840**	**$151,214**	

Receipts	2021	2022	2023	2024	2025
1ST QUARTER - MARCH	$17,214.77	$23,976.10	$25,545.75	$26,804.32	$26,397.00
2ND QUARTER - JUNE	$18,634.04	$22,129.19	$26,129.11	$26,489.57	
3RD QUARTER - SEPTEMBER	$25,844.73	$28,544.72	$31,037.26	$29,035.43	
4TH QUARTER - DECEMBER	$24,664.03	$25,393.46	$27,455.86	$25,793.55	
TOTAL	$86,357.57	$100,043.47	$110,167.98	$108,122.87	$26,397.00

Capital Items	Budget Amount	Purchase Price	
Golf Course	$43,000.00		Tees & Banks Reel Mower (2003
Golf Course	52,500.00		Tees & Banks Reel Mower (2004)
	95,500.00		

City of Emporia, Kansas

Special Street Fund

as of June 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -June Actual	2025 Jan -June Actual	Change between 24 & 25
Beginning Cash Balance	179,135	113,211	179,135	188,562	
REVENUE					
Gasoline Tax	733,844	745,383	351,707	349,310	-0.68%
Damages	20,438	5,000	6,328	11,476	81.36%
Interest on Investment	15,927	10,000	7,421	3,254	-56.15%
Transfer of Funds	102,420	100,000	100,000	100,000	0.00%
Sale of Salvage	0			0	
Miscellaneous	125	0		0	
TOTAL RECEIPTS	872,754	860,383	465,456	464,040	-0.30%
EXPENDITURES					
Personnel Services	632,443	634,288	328,288	311,973	-4.97%
Vacancy		(12,147)			#DIV/0!
Maintenance & Repair	87,417	131,870	39,921	50,628	26.82%
Commodities	108,214	154,350	59,376	65,283	9.95%
Other Charges	20,827	(41,712)	11,097	45,372	308.87%
Capital Outlay	0	0		0	#DIV/0!
Transfer of Funds	0	25,000	0	33,109	#DIV/0!
Utilities	9,225	5,750	8,124	3,093	-61.92%
Communications	2,420	2,700	763	1,441	88.75%
Training & Travel	6,216	8,000	3,851	12,246	217.96%
Contractual Services	24,585	41,100	12,470	8,211	-34.15%
Special Projects	0	24,394	0	0	
Audit Adjustments	(28,021)			1,253	
TOTAL EXPENDITURES	863,327	973,593	463,889	532,609	14.81%
Net Change in Cash	9,427	(113,210)	1,567	(68,569)	
Ending Cash Balance	**188,562**	**1**	**180,702**	**119,993**	

Receipts	2021	2022	2023	2024	2025
1st Quarter - Jan Payment	$161,594.64	$167,557.74	$167,412.68	$159,680.00	$180,485.00
2nd Quarter - April Payment	$149,245.64	$157,106.42	$149,529.56	$151,744.49	$129,635.50
Extra Payment- June	$54,671.53				0
3rd Quarter - July Payment	$172,643.49	$166,060.14	$166,505.96	$174,865.61	$0.00
4th Quarter - Oct Payment	$174,419.30	$165,112.70	$164,909.80	$166,786.70	$0.00
Total	$712,574.60	$655,837.00	$648,358.00	$653,076.80	$310,120.50

Capital Item	Budget Amount	Purchase Price

City of Emporia, Kansas

Drug Forfeiture Fund

as of June 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -June Actual	2025 Jan -June Actual	Change between 24 & 25
Beginning Cash Balance	$35,885	$40,045	$40,045	$65,741	
REVENUE					
Receipts from Drug Forfeitures	$40,393	$5,000	$21,914	$4,850	-77.87%
Interest on Investment	$2,710	$2,000	$1,146	$722	-37.03%
Miscellaneous					
TOTAL RECEIPTS	$43,103	$7,000	$23,061	$5,571	-75.84%
EXPENDITURES					
Commodities	$11,268	$5,000	$11,268	$0	-100.00%
Capital Outlay		$0		$0	#DIV/0!
Communications	$330	$0	$330	$0	-100.00%
Other Charges	$1,649		$0	$0	#DIV/0!
Transfer of funds					#DIV/0!
Other Contractual	$0	$0		$0	#DIV/0!
Travel & Training					#DIV/0!
Maintenance & Repair	$0	$0	$0	$0	#DIV/0!
Special Projects		$42,045	$0		#DIV/0!
TOTAL EXPENDITURES	$13,247	$47,045	$11,598	$0	-100.00%
Ending Cash Balance	**$65,741**	**$0**	**$51,507**	**$71,312**	

City of Emporia, Kansas

Storm Water

as of June 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -June Actual	2025 Jan -June Actual	Change between 24 & 25
Beginning Cash Balance	$243,446	$0	$243,446	$139,005	
REVENUE					
Transfer from Multi Year	$100,000	$0	$8,237	$2,224	-72.99%
Interest on Investment	$13,609	$0	$100,000	$100,000	0.00%
Miscellaneous					
TOTAL RECEIPTS	$113,609	$0	$108,237	$102,224	-5.55%
EXPENDITURES					
Commodities	$0	$0	$0	$0	#DIV/0!
Capital Outlay	$7,184	$0	$1,751	$0	-100.00%
Communications	$702	$0	$616	$0	-100.00%
Other Charges	$0			$0	#DIV/0!
Transfer of funds	$0			$0	#DIV/0!
Other Contractual	$72,258	$0	$57,535	$0	-100.00%
Travel & Training					#DIV/0!
Maintenance & Repair	$137,906	$0	$38,468	$11,773	-69.39%
Special Projects		$0	$0		
TOTAL EXPENDITURES	$218,050	$0	$98,370	$11,773	-88.03%
Ending Cash Balance	**$139,005**	**$0**	**$253,313**	**$229,456**	

City of Emporia, Kansas

Land Bank

as of June 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -June Actual	2025 Jan -June Actual	Change between 24 & 25
Beginning Cash Balance	$127,414	$0	$127,414	$133,963	
REVENUE					
Transfer from Multi Year	$0	$0	$0	$0	
Interest on Investment	$6,967	$0	$3,293	$1,380	-58.09%
Sale of Property	$0			$0	
TOTAL RECEIPTS	$6,967	$0	$3,293	$1,380	-58.09%
EXPENDITURES					
Commodities	$0	$0	$0	$0	#DIV/0!
Capital Outlay		$0	$0	$0	#DIV/0!
Communications	$0	$0	$0	$0	#DIV/0!
Other Charges	$418	$0	$362	$6,357	1655.74%
Purchase of Property	$0	$0	$0		#DIV/0!
Communications	$0	$0	$0	$0	#DIV/0!
Other Contractual Services		$0	$0	$0	#DIV/0!
Maintenance & Repair	$0	$0	$0	$0	#DIV/0!
Outstanding PO's	$0			$0	#DIV/0!
Special Projects		$0	$0		#DIV/0!
TOTAL EXPENDITURES	$418	$0	$362	$6,357	
Ending Cash Balance	**$133,963**	**$0**	**$130,345**	**$128,986**	

City of Emporia, Kansas

Bond & Interest Fund

as of June 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -June Actual	2025 Jan -June Actual	Change between 24 & 25
Beginning Cash Balance	$2,358,480	$3,765,846	$2,358,480	$3,958,724	$0
REVENUE					
Ad Valorem Property Tax	$2,064,333	$2,061,111	$1,989,551	$1,982,305	99.64%
Other Taxes	$298,751	$245,922	$173,552	$115,328	66.45%
Interest on Investment	$202,643	$100,000	$94,015	$54,072	57.51%
Recreation Center - Fitness Room	$51,360	$49,440	$1,680	$720	42.86%
Industrial Land Payment - Ind Sales Tax	$85,963	$0	$85,963	$88,292	102.71%
Sale of Bonds	$0	$0	$0	$12,210,000	
RHID Krestinger Tax Payment	$44	$0		$2	
RHID Mehtroplois Tax Payment	$0	$0	$0		
Miscellaneous	$0	$0		$0	
Transfer of Funds from Project Accounts	$0	$0	$0	$0	
TOTAL RECEIPTS	$2,703,094	$2,456,473	$2,344,761	$14,450,720	616.30%
EXPENDITURES					
Bond Payment	$1,102,850	$1,124,100	$113,925	$97,550	85.63%
Transfer of funds	$0			$12,210,000	#DIV/0!
Misc projects		$5,098,219	$0		#DIV/0!
TOTAL EXPENDITURES	$1,102,850	$6,222,319	$113,925	$12,307,550	
Ending Cash Balance	**$3,958,724**	**$0**	**$4,589,316**	**$6,101,894**	

City of Emporia, Kansas

Equipment Reserve Fund

as of June 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -June Actual	2025 Jan -June Actual	Change between 24 & 25
Beginning Cash Balance	$579,091	$0	$579,091	$249,176	
REVENUE					
Transfer from other funds	$0			$739,667	(739,667)
Interest on Investment	$31,505		$16,246	$2,844	-82.49%
Sale of Vehicles	$203,380		$63,165	$0	-100.00%
TOTAL RECEIPTS	$234,885	$0	$79,411	$742,511	835.02%
EXPENDITURES					
Leasing Payment	$133,261		$236,145	$378,306	60.20%
Capital Outlay	$431,539		$0	$0	#DIV/0!
Special Projects					
TOTAL EXPENDITURES	$564,800	$0	$236,145	$378,306	
Ending Cash Balance	**$249,176**	**$0**	**$422,357**	**$613,382**	

City of Emporia, Kansas

Water Fund

as of June 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -June Actual	2025 Jan -June Actual	Change between 24 & 25
BEGINNING CASH	830,592	357,845	830,592	10,000	
REVENUE					
Sale of Water	9,286,308	9,873,500	4,229,395	4,673,576	10.50%
Service Charge	83,539	100,000	41,644	40,831	-1.95%
Penalties	102,425	92,000	48,172	57,680	19.74%
Sale of Salvage	0	0	0		
Reimbursed Expense	57,451	20,000	57,457	0	-100.00%
Interest on Investment	42,986	40,000	36,136	9,061	-74.92%
Sale of Bonds	0	0	0	0	
Trf from Industrial Fund	350,000	350,000	350,000	350,000	0.00%
Trf from Project fund	0	0	0	0	
Non Operating Revenue	5,240,370	0	954,263	0	
Miscellaneous	0	2,100	6,363	6,181	-2.86%
TOTAL RECEIPTS	15,163,079	10,477,600	5,723,430	5,137,330	-10.24%
EXPENDITURES					
Personnel Services	1,387,665	1,502,807	690,807	716,666	3.74%
Vacancy		(28,910)	0		
Maintenance & Repair	1,381,379	1,110,400	466,875	293,300	-37.18%
Commodities	2,047,987	1,769,350	1,025,068	1,268,592	23.76%
Other Charges	644,539	340,260	200,680	179,435	-10.59%
Industrial Discount		320,000	156,367	170,643	9.13%
Capital Outlay	373,685	415,000	0	111,655	
Debt Payment	1,825,075	1,635,939	1,644,649	1,653,768	0.55%
Stock	120,609	5,000	8,481	0	-100.00%
Transfer to Project Account	5,240,370	0	2,618,728	0	-100.00%
Utilities	630,971	712,100	299,743	264,106	-11.89%
Communications	24,833	44,700	12,217	13,285	8.74%
Travel & Training	19,330	22,500	11,522	15,692	36.19%
Contractual Services	1,222,028	1,329,450	910,879	915,581	0.52%
Administrative Fee 16%	1,105,842	1,405,680	691,074	759,363	9.88%
Excess Carryover		0	0		
Change in Liabilities	(40,644)	0	329,029	(169,315)	
Outstanding PO's			0	466,485	
TOTAL EXPENDITURES	15,983,671	10,584,276	9,066,119	6,659,255	-26.55%
NET CHANGE IN CASH	(820,592)	(106,676)	(3,342,690)	(1,521,926)	-54.47%
ENDING CASH BALANCE	**10,000**	**251,169**	**(2,512,098)**	**(1,511,926)**	
Principal Bond Payments	(1,415,000)	(1,370,000)	(1,415,000)	(1,370,000)	
Depreciation	1,456,758	1,550,000	129,166	0	
Capitalized Assets	(3,879,788)	(995,000)	0	0	
Liabilities					
ADJUSTMENTS	(3,838,030)	(815,000)	(1,285,834)	(1,370,000)	
Base for reserve calculation	10,369,616	10,169,276	6,447,392	6,547,600	
20% reserve amount	2,073,923	2,033,855	1,289,478	1,309,520	
Amount over 20% reserve	(2,063,923)	(1,782,686)	(3,801,576)	(2,821,446)	

City of Emporia, Kansas

Wastewater Fund

as of June 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -June Actual	2025 Jan -June Actual	Change between 24 & 25
BEGINNING CASH	1,029,532	726,707	1,029,532	640,981	
REVENUE					
Sales/Charges	6,600,709	7,040,000	3,130,484	3,570,746	14.06%
Extra Strength Surcharge	163,428	155,000	96,576	110,086	13.99%
Interest on Investment	45,923	30,000	30,673	13,860	-54.81%
New System taps	2,000	5,000	800	1,000	25.00%
Loss on sales of assets	0			0	
Grant money	0	0	0	0	
Sale of Bonds	0	0	0	0	
Non Operating Revenue	135,920		0	0	
Miscellaneous	6,808	1,000	15,577	3,285	-78.91%
TOTAL RECEIPTS	6,954,788	7,231,000	3,274,109	3,698,976	12.98%
EXPENDITURES					
Personnel Services	1,425,385	1,310,671	696,799	717,080	2.91%
Vacancy	0	(23,100)	0	0	
Maintenance & Repair	420,819	489,100	166,672	124,084	-25.55%
Commodities	534,367	374,750	405,015	302,218	-25.38%
Other Charges	165,841	187,785	119,496	133,326	11.57%
Capital Outlay	117,523	405,000	92,990	558	-99.40%
Debt Payment	2,983,764	2,800,484	2,647,826	2,619,463	-1.07%
Transfer to Project fund	135,920	79,100	135,920	0	-100.00%
Utilities	749,512	599,500	337,042	405,550	20.33%
Communications	22,855	29,600	10,319	11,061	7.20%
Travel & Training	9,652	11,500	4,814	11,531	139.51%
Contractual Services	344,176	239,550	149,070	188,121	26.20%
Administrative Fee flat	610,000	610,000	305,000	305,000	0.00%
Excess Carryover		0	0		
Change in Liabilities	(176,476)	0	(315,645)	(349,030)	
Outstanding PO's				76,673	
TOTAL EXPENDITURES	7,343,338	7,113,940	4,755,319	4,545,635	-4.41%
NET CHANGE IN CASH	(388,551)	117,060	(1,481,210)	(846,659)	
ENDING CASH BALANCE	**640,981**	**843,767**	**(451,678)**	**(205,677)**	

Depreciation	2,096,619	2,125,205	177,099	0
Principal Bond Payments	(2,285,730)	(2,211,279)	(2,285,730)	(2,211,279)
Capitalized Assets	(3,169,496)	(405,000)	0	0
Change in Liabilities		0		
ADJUSTMENTS	(3,358,607)	(491,074)	(2,108,631)	(2,211,279)
Base for reserve calculation	7,089,895	6,708,940	4,526,409	4,545,077
20% Cash Reserve amount	1,417,979	1,341,788	905,282	909,015
Amount over 20% Cash Reserve	(776,998)	(498,021)	(1,356,960)	(1,114,693)

City of Emporia, Kansas

Solid Waste Fund

as of June 30, 2025

	Preceding Year 2024 (Actual)	2025 Budget	2024 Jan -June Actual	2025 Jan -June Actual	Change between 24 & 25
BEGINNING CASH	3,388,241	2,347,675	3,388,241	2,528,037	
REVENUE					
Refuse Collection Fees	3,047,423	3,300,000	1,506,257	1,651,149	9.62%
Loss on Sale of Assets	0	0	0	0	
Interest on Investments	156,375	120,000	89,977	29,491	-67.22%
Trf from Health Ins - Premiums		0	0		
Resale of Recyclables	144,698	90,000	69,531	51,289	-26.23%
Box Container Fees	1,869,277	2,013,000	931,174	961,789	3.29%
Landfill Fees	578,017	597,500	273,102	478,052	75.05%
Transfers	0	0	0	0	
Miscellaneous	15,845	5,500	25,190	7	-99.97%
TOTAL RECEIPTS	5,811,636	6,126,000	2,895,231	3,171,777	9.55%
EXPENDITURES					
Personnel Services	2,496,197	2,636,900	1,194,158	1,362,677	14.11%
Vacancy		(51,039)			
Maintenance & Repair	257,114	390,500	104,180	145,144	39.32%
Commodities	399,765	447,100	168,136	275,763	64.01%
Other Charges	395,271	248,730	134,157	310,632	131.54%
Industrial Discount		130,000	66,612	68,118	2.26%
Capital Outlay	320,359	1,150,000	0	0	
Transfer to Equipment Reserve	0	0	0	0	
Utilities	52,096	74,000	28,163	30,442	8.09%
Communications	38,036	54,300	16,175	16,216	0.25%
Transfer to project		0			
Travel & Training	6,051	11,600	3,398	3,487	2.64%
Contractual Services	1,759,615	1,879,000	851,743	933,185	9.56%
Administrative Fee 16%	975,905	924,880	433,685	494,031	13.91%
Excess Carryover	0	577,705	0	0	
Change in Liabilities	(28,569)	0	18,516	(188,332)	
Outstanding PO's			297,674	478,432	
TOTAL EXPENDITURES	6,671,840	8,473,676	3,316,597	3,929,794	18.49%
NET CHANGE IN CASH	(860,204)	(2,347,676)	(421,365)	(758,018)	
ENDING CASH BALANCE	**2,528,037**	**(1)**	**2,966,876**	**1,770,019**	
Principal Payments	0	0	0	0	
Depreciation	394,298	455,000	37,082	0	
Capitalized Assets	(459,572)	(655,000)	0	0	
Change in Liabilities		0			
ADJUSTMENTS	(65,274)	(200,000)	37,082	0	
Base for reserve calculation	6,351,481	7,323,676	3,316,597	3,929,794	
20% cash reserve amount	1,270,296	1,464,735	663,319	785,959	
Amount over 20% Cash Reserv	1,257,740	(1,464,736)	2,303,556	984,060	

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of June 30, 2025
EXPENSES FOR GENERAL FUND DEPARTMENTS

	2025 AMENDED BUDGET	2025 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED	General Fund Shared Revenue	Shared Budget	Actual Shared Budget	Department Net
						14,589,769	14,776,626	
GENERAL FUND ADMINISTRATION	4,000,000.00	197,634.74	3,802,365	5%	13.65%	1,991,050	2,016,550	1,818,915
COMMISSION/MANAGER/CLERK	1,310,571.00	752,562.24	558,009	57%	4.47%	652,353	660,708	(91,854)
FINANCE/HUMAN RESOURCES	546,811.00	235,491.00	311,320	43%	1.87%	272,182	275,668	40,177
INFORMATION SYSTEMS	549,437.00	230,426.67	319,010	42%	1.87%	273,489	276,992	46,565
COMMUNICATION	20,100.00	11,804.23	8,296	59%	0.07%	10,005	10,133	(1,671)
POLICE PROTECTION	5,982,680.00	3,366,305.29	2,616,375	56%	20.41%	2,977,954	3,016,094	(350,212)
ANIMAL CONTROL	286,834.00	116,191.19	170,643	41%	0.98%	142,775	144,604	28,413
FIRE PROTECTION	3,589,287.00	1,833,610.22	1,755,677	51%	12.25%	1,786,612	1,809,494	(24,116)
AMBULANCE SERVICE	4,176,286.00	1,824,169.72	2,352,116	44%	14.25%	2,078,798	2,105,423	281,253
COURT SERVICES	659,309.00	339,215.69	320,093	51%	2.25%	328,179	332,382	(6,833)
ENGINEERING	755,403.00	421,831.70	333,571	56%	2.58%	376,011	380,827	(41,005)
STREET	0.00	0.00	0	0%	0.00%	0	0	0
SNOW REMOVAL	75,000.00	70,381.57	4,618	94%	0.26%	37,332	37,810	37,810
GOLF COURSE MAINTENANCE	584,155.00	292,049.15	292,106	50%	1.99%	290,770	294,494	224,113
GOLF SHOP	528,024.00	320,059.51	207,964	61%	1.80%	262,831	266,197	(25,852)
PARK	1,356,066.00	656,293.72	699,772	48%	4.63%	674,999	683,644	363,584
DISC GOLF	226,735.00	4,119.86	222,615	2%	0.77%	112,860	114,306	(541,988)
AQUATIC CENTER	243,300.00	54,955.45	188,345	23%	0.83%	121,106	122,657	(533,637)
ZOO	938,587.00	361,369.33	577,218	39%	3.20%	467,193	473,177	469,057
CIVIC BUILDING OPERATIONS	908,451.00	483,497.97	424,953	53%	3.10%	452,193	457,984	403,029
LIBRARY MAINTENANCE	86,417.00	88,905.42	(2,488)	103%	0.29%	43,015	43,566	(317,803)
GROUNDS MAINTENANCE	139,727.00	34,585.55	105,141	25%	0.48%	0	70,442	(413,056)
CONCESSION STAND	90,952.00	58,818.95	32,133	65%	0.31%	45,272	45,852	(43,053)
CODE SERVICES	998,619.00	552,486.81	446,132	55%	3.41%	497,075	503,441	(49,045)
SHOP MAINTENANCE	92,616.00	-8,840.58	101,457	-10%	0.32%	46,101	46,691	12,106
STREET LIGHTING	349,020.00	158,709.29	190,311	45%	1.19%	173,729	175,954	117,135
MISC APPROPRATIONS	91,500.00	69,561.99	21,938	76%	0.31%	45,545	46,129	54,969
AIRPORT	897,333.00	353,718.28	543,615	39%	3.06%	446,659	452,379	382,817
PARKING FACILITY	11,600.00	4,948.98	6,651	43%	0.04%	5,774	5,848	(347,870)
TRANSERS	4,341,507.00	2,157,471.11	2,184,036	50%	14.81%	2,161,039	2,188,717	2,183,768
CONTINGENCY	-356,397.00	0	(356,397)	0%	-1.22%	(177,401)	(179,673)	(2,337,144)
EXCESS CARRYOVER	0		0	0%				
GENERAL FUND	33,479,930	15,042,335	18,437,595	14	1	16,595,502	16,878,489	
	29,310,704							

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of June 30, 2025
EXPENSES FOR WATER FUND DEPARTMENTS

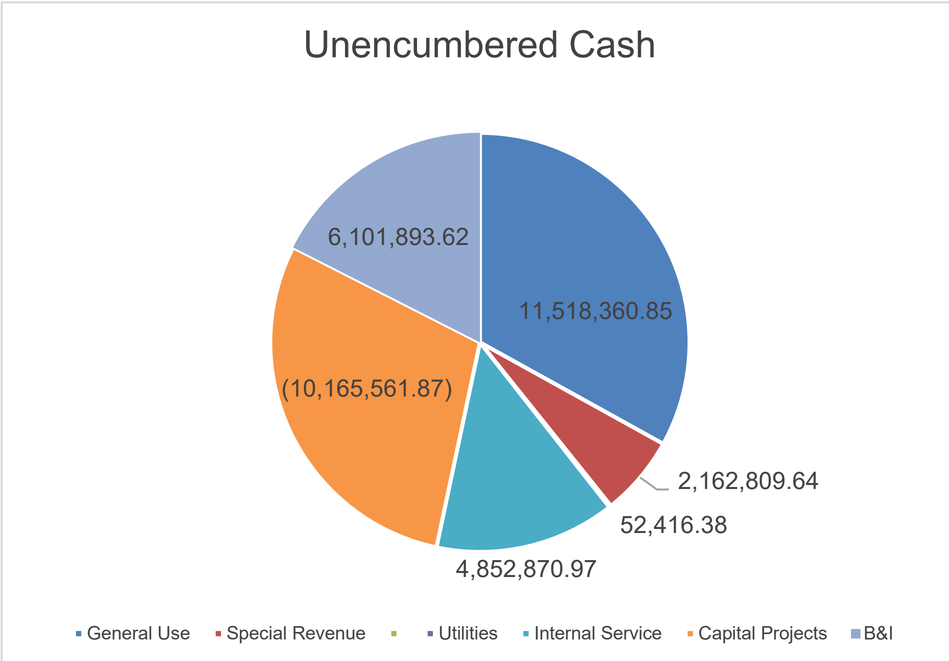
	2025 AMENDED BUDGET	2025 ACTUAL WITH ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	3,247,190	904,941	2,342,249	28%
ADMINISTRATION	195,939	283,768.40	(87,829)	145%
WATER SERVICE	641,196	337,090.03	304,106	53%
WATER MAINTENANCE	2,179,180	605,569.70	1,573,610	28%
WATER PLANT	6,116,943	3,113,008.98	3,003,934	51%
WATER STOCK	5,000	0.00	5,000	0%
	12,385,448	5,244,378	7,141,070	3

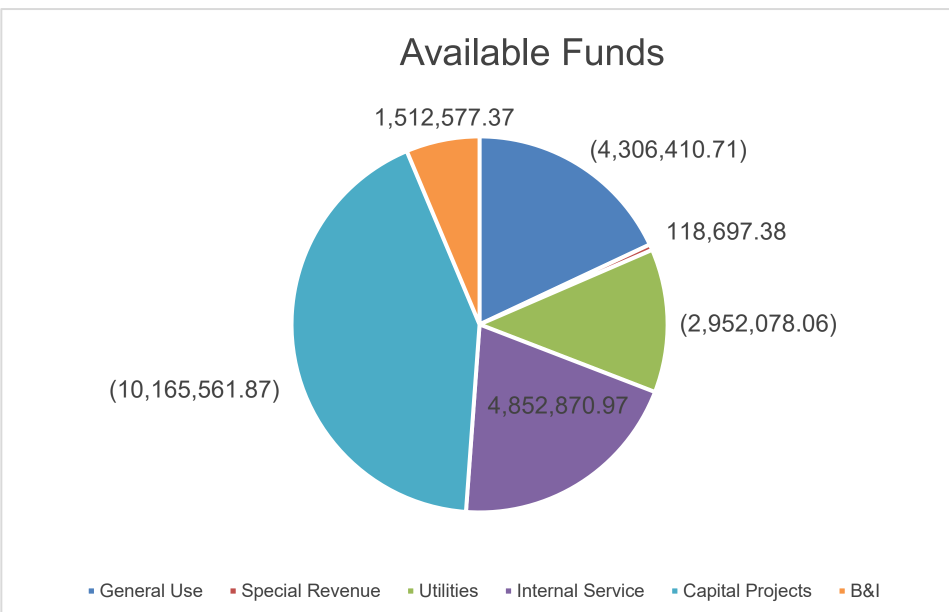
CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of June 30, 2025
EXPENSES FOR WASTEWATER FUND DEPARTMENTS

	2025 AMENDED BUDGET	2025 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	3,096,175	408,184	2,687,991	13%
ADMINISTRATION	822,715	459,192	363,523	56%
WASTEWATER SERVICE	212,398	132,004	80,394	62%
SEWER MAINTENANCE	2,122,741	627,789	1,494,952	30%
SEWER PLANT	3,828,885	1,316,154	2,512,731	34%
	10,082,914	2,943,324	7,139,590	29%

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of June 30, 2025
EXPENSES FOR SOLID WASTE FUND DEPARTMENTS

	2025 AMENDED BUDGET	2025 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
ADMINISTRATION	1,738,158	719,062	399,598	41%
COLLECTIONS	3,782,145	1,540,900	797,978	41%
TRANSFER STATION	2,643,661	1,022,368	535,461	39%
RECYCLING CENTER	754,712	422,491	221,275	56%
	8,918,676	3,704,820	1,954,312	2


Unencumbered Cash
6,101,893.62
11,518,360.85
(10,165,561.87)
2,162,809.64
52,416.38
4,852,870.97
General Use
Special Revenue
Utilities
Internal Service
Capital Projects
B&I


Available Funds
1,512,577.37
(4,306,410.71)
118,697.38
(2,952,078.06)
(10,165,561.87)
4,852,870.97
General Use
Special Revenue
Utilities
Internal Service
Capital Projects
B&I

City of Emporia
Unencumbered Cash Report
as of June 30, 2025

	Amount	YTD Budget	Difference
101 General Fund	9,249,690.97	9,851,841.56	(602,150.59)
102 Multi Year Fund	2,268,669.88	5,972,930.00	(3,704,260.12)
103 Insurance Reserve	706,956.02	680,529.77	26,426.25
104 Vacant Property Program	7,593.30	-	7,593.30
201 Library Fund	(1.35)	-	(1.35)
203 Transient Guest Tax Fund	444,752.68	510,990.34	(66,237.66)
204 Industrial Fund	27,381.52	25,167.13	2,214.39
205 Economic Sales Tax Fund	890,538.08	747,621.64	142,916.44
206 Special Alcohol Fund	107,812.24	116,971.49	(9,159.25)
207 Special Park & Recreation Fund	151,214.09	157,839.83	(6,625.74)
208 Special Street Fund	119,992.86	180,701.70	(60,708.84)
209 Drug Money Forfeitures Fund	71,312.46	51,507.39	19,805.07
210 Storm Water Fund	229,456.25	253,312.74	(23,856.49)
218 Emergency Shelter Grant Fund	-		-
224 Fire Public Education	7,798.86		7,798.86
225 Police Grants Fund	(3,350.73)		(3,350.73)
251 Emporia Homeowner Repair	(38,401.15)		(38,401.15)
252 2014 Housing Rehab	16,920.58		16,920.58
254 2020 CDBG Rehab Grant	1,173.19		1,173.19
260 Land Bank	128,985.52		128,985.52
301 Bond and Interest Fund	6,101,893.62	4,589,316.25	1,512,577.37
305 Equipment Reserve Fund	613,381.64	422,356.95	191,024.69
401 Coronavirus Recovery Grant	-		-
406 Internal Improvement Fund	2,617,921.96		2,617,921.96
407 Rec Center Projects	(89,573.49)		(89,573.49)
409 Water Treatment Plant Improvement	301,167.16		301,167.16
413 Water Main Improvements	(16,375,858.38)		(16,375,858.38)
415 Civic Auditorium Project Fund	167,279.38		167,279.38
423 Airport Improvements Fund	204,793.72		204,793.72
428 Park Improvements Fund	(174,089.72)		(174,089.72)
441 Paving Projects Fund	(1,389,629.71)		(1,389,629.71)
442 Construction Projects Fund	1,018,265.86		1,018,265.86
444 Waste water Improvement	3,554,161.35		3,554,161.35
501 Water Utility Fund	(1,511,925.64)	(2,512,097.60)	(2,821,445.71)
502 Sewer Fund	(205,677.09)	(451,678.24)	(1,114,692.58)
503 Solid Waste Fund	1,770,019.11	2,966,875.68	984,060.24
601 Worker's Comp Fund	2,310,074.35		2,310,074.35
602 Health Care Fund	2,542,796.62		2,542,796.62
708 Fire Insurance Proceeds	7,224.54		7,224.54
	15,850,720.55		

Unencumbered Cash		
General Use	11,518,360.85	79.31%
Special Revenue	2,162,809.64	14.89%
Utilities	52,416.38	0.36%
Internal Service	4,852,870.97	33.42%
Capital Projects	(10,165,561.87)	-70.00%
B&I	6,101,893.62	42.02%
	14,522,789.59	

Budget	
General Use	(4,306,410.71)
Special Revenue	118,697.38
Utilities	(2,952,078.06)
Internal Service	4,852,870.97
Capital Projects	(10,165,561.87)
B&I	1,512,577.37

Commission Meeting **11:00 a.m.** **July 2, 2025**

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, July 2, 2025, with Mayor Harter presiding and Commissioners Brinkman, Curtis, Sauder and Smith present. Also present were City Manager Cocking, Deputy City Manager Detter, Assistant City Manager Wash, City Clerk Sull and City Attorney Montgomery.

Amanda Gutierrez, Emporia Recreation Center Executive Director, was attendance to accept a proclamation declaring July 18, 2025, as "Parks and Recreation Professionals Day" in Emporia. She stated parks and recreation programs are an integral part of communities throughout the country, including Emporia. Parks and recreation are vitally important to establish and maintain the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region. She stated our parks and recreation professionals daily maintain our pools, beaches, campsites, marinas, picnic areas, athletic fields, skate parks, dog parks, festival venues, gardens, visitor centers, historic and cultural attractions, and many other recreational facilities and amenities. There are over 8,000 programmers, managers, maintainers, landscapers, facilitators, lifeguards, coaches, event organizers, and caretakers who plan, provide, operate, and enhance the experience of our parks, recreation programs, and facilities in the State of Kansas. She stated the City of Emporia recognizes the benefits from the services of our parks and recreation professionals.

Mayor Harter then presented the proclamation.

CITY COMMISSION
(2024 Annual Comprehensive Financial Report)

Michael Keenan, Hood and Associates, CPAs, was recognized and addressed the Governing Body. He stated this was the Annual Comprehensive Financial Report of the City of Emporia for the year ended December 31, 2024. He stated the City of Emporia has contracted with Hood & Associates to conduct an annual audit with generally accepted auditing standards of financial statements. He stated the City of Emporia has been awarded the Certificate of Achievement for accurate reporting, which is a prestigious national award for 39 consecutive years. He stated management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. Management is responsible for following laws and regulations and ensuring that financial information is both reliable and properly recorded. Management is responsible for implementing a system designed to achieve compliance with the laws, regulations, contracts and grant agreements and for the selection and application of accounting practices and fair presentation of financial statements as well as the schedule of federal expenditures. The auditor's responsibilities is to conduct an audit in accordance with auditing standards generally accepted in the United States and as well as the uniform guidance. To obtain reasonable, not absolute assurance that the basic financial statements are free of material misstatement. To report on internal controls over financial reporting and compliance with laws and regulations. As a result of the auditing no illegal acts or changes in significant accounting policies occurred. There were no difficulties or disagreements with management and cooperation was achieved with full access to books and records. He stated financial statements are fairly presented in all material respects; there were no deficiencies in internal control to be considered as material weakness; and there was no noncompliance noted with finance-related laws and regulations that govern the City's operations.

Commissioner Curtis made a motion to approve 2024 Annual Audit Report. Commissioner Sauder seconded the motion. The vote follows: Commissioner Curtis, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Smith, aye; and Mayor Harter, aye.

PAVING
(2025 Street Resurfacing Project - PV2505)
(Bids)

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated one bid was received for the 2025 Street Resurfacing Project PV2505 that will consist of resurfacing on Prairie Street from 12th Avenue to I-35 Bridge, 12th Avenue from Lincoln Street to Rural Street for the base bid. Add Alternate No. 1 consisted of 12th Avenue from Rural Street to Merchant Street. He stated this project will improve the driving surfacing in areas that have had recent watermain replacement work completed. The bids are as follows:

BID TABULATION FOR 2025 STREET RESURFACING PROJECT PV2025

Bidder Name	Base Bid	Add Alt. No. 1	Base Bid + Add Alternate No. 1
APAC – Kansas Inc. Shears Division	$786,912.87	$211,210.39	$998,123.26
Engineer's Estimate	$784,834.50	$190,401.50	$975,236.00

He stated the project will be funded by Federal Funds Exchange monies from Kansas Department of Transportation. Staff recommend awarding the project to APAC-Kansas, Inc., Shears Division for the base bid amount of $786,912.87.

Commissioner Sauder made a motion to award the 2025 Street Resurfacing Project, Project No. PV2025 to APAC-Kansas, Inc., Shears Division for the base bid amount of $786,912.87. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; Commissioner Smith, aye; and Mayor Harter, aye.

MUNICIPAL AIRPORT
(Medium Intensity Taxiway Lighting Replacement)
(Accept Build Kansas Matching Grant Agreement)

Julian Seaman, Airport Assistant Manager, was recognized and addressed the Governing Body. He stated the airport's Medium Intensity Taxiway Lighting Replacement project will convert the remaining airport lighting to LED and upgrade electrical circuits. The construction bid cost for the project is $442,644.25. The project will have a 90/10 split between the Federal Aviation Administration (FAA) and the City, making the city's contribution $44,264.42. He stated the City has also been awarded a Build Kansas Matching Grant through Kansas Infrastructure HUB. The grant is in the amount of $49,778.00, which will help pay for the city's matching portion of the project. The construction and construction engineering cost for the project is $543,291.75, the city's matching portion is $54,329.17. The Build Kansas Matching Grant will reduce the city's matching funds to $4,551.17. Staff recommend accepting the Build Kansas Matching Grant in the amount of $49,778.00.

Following further discussion, Commissioner Brinkman made a motion to accept the Build Kansas Matching Grant in the amount of $49,778.00. Commissioner Curtis seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Curtis, aye; Commissioner Sauder, aye; Commissioner Smith, aye; and Mayor Harter, aye.

CITY COMMISSION
(Public Comment)

This is the time for the public to make comments.

The public is invited to make comments at this time. Please limit comments to two (2) minutes each. Please state your name and address prior to making comments.

No comments were made at this time.

Consent Agenda

It was moved by Commissioner Sauder, seconded by Commissioner Brinkman that the Consent Agenda listed below be ratified as a whole:

a. Minutes of the Regular Meeting held on June 18, 2025.

The vote follows: Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; Commissioner Smith, aye; and Mayor Harter, aye.

COMMISSION
(City Manager's Report)

This is an opportunity for the City Manager to present information to the public that may not be reported in other news accounts or City activities or to highlight accomplishments of the organization.

At the time this Agenda was prepared, the following items were in the works:

TENTATIVE AGENDA FOR JULY 16, 2025, MEETING.

- Appoint Members to the Homelessness Advisory Board.
- Appoint Members to the Emporia Human Relations Commission.
- Award Bid for Emporia Public Library Bathroom Remodel.
- Ordinance Amending the Emporia/Lyon County Joint Traffic Safety Committee.
- Public Hearing on CDBG Grant for Soccer Field Improvements.
- Resolution for CDBG Grant for Soccer Field Improvements.

- **Study Session:**
- Budget Discussion

CITY COMMISSION
(Governing Body Comment)

This is the time for the Mayor and City Commissioners to make comments and reports to the public.

EXECUTIVE SESSION

Commissioner Brinkman made a motion to recess into Executive Session for 30 minutes inviting pertinent city staff to discuss confidential data of a third party relating to economic development. The justification for the executive session is provided by K.S.A. 75-4319(b)(4) to protect financial affairs and trade secrets of third parties. The open meeting will resume in this room at approximately 11:57 a.m. Commissioner Sauder seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Sauder, aye; Commissioner Curtis, aye; Commissioner Smith, aye; and Mayor Harter, aye.

Upon reconvening the meeting in Regular Session, at 11:57 a.m., this same date, in Conference Room 1AB, Mayor Harter stated they had discussed confidential data of a third party relating to economic development and no action was taken.

Mayor Harter made a motion to recess the meeting at 12:19 p.m. to Conference Room 1AB. Commissioner Smith seconded the motion. The vote follows: Mayor Harter, aye; Commissioner Smith, aye; Commissioner Brinkman, aye; and Commissioner Curtis, aye; and Commissioner Sauder, aye.

The following items were discussed at the Study Session:

1. Overview of Tax Funds.
2. CIP Budget Review.
3. Quaker Park.
4. Discuss NFC Grant.

Commissioner Smith then made a motion to adjourn. Commissioner Curtis seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Curtis, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

____
Erren Harter, Mayor

ATTEST:

____
Kerry Sull, City Clerk

Commission Action Report

Resolution No. 3765 Declaring State of Local Disaster Emergency

Title: Resolution No. 3765 Declaring State of Local Disaster Emergency

Agenda Date: July 16, 2025

Presented By: Christina Montgomery, City Attorney

Background:
Severe storms and flooding in May and June 2025 caused widespread impacts across Emporia, with significant damage affecting the City's storm sewer infrastructure. Local response efforts have been ongoing, but the scale of damage exceeds available resources. Declaring a local disaster emergency will activate the City's Emergency Operations Plan and enable access to outside assistance for recovery.

Discussion:
Resolution No. 3765 declares a local disaster emergency due to recent storm and flooding events. It activates the City's Emergency Operations Plan and authorizes the City Manager to take necessary emergency actions and request outside aid. This declaration is also a key step in qualifying for potential state and federal recovery assistance.

Financial considerations:
Declaring a local disaster emergency positions the City to seek state or federal disaster assistance, which may help offset response and recovery costs, including repairs to damaged storm sewer infrastructure.

Recommended action:
Approve Resolution No. 3765 Declaring State of Local Disaster Emergency

Attachments:
Resolution No. 3765 Declaring State of Local Disaster Emergency

RESOLUTION NO. 3765

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS DECLARING A STATE OF LOCAL DISASTER EMERGENCY

WHEREAS, heavy rain and flooding events occurred within the jurisdiction of the City of Emporia, Kansas, during the months of May and June, 2025 causing widespread damage, property loss, disruption of essential services, and posing a significant risk to the health, safety, and welfare of the public; and

WHEREAS, the City's storm sewer system infrastructure was substantially impacted, contributing to service disruptions and stormwater management challenges; and

WHEREAS, recovery efforts have exceeded the capability of local resources and additional recovery resources will be needed to rebuild critical infrastructure impacted by the severe storms;

WHEREAS, such conditions have created a situation that warrants the declaration of a local disaster emergency under the authority of K.S.A. 48-932 and Ordinance No. 00-35; and

WHEREAS, the City of Emporia has determined that extraordinary measures are necessary to protect the health, safety, and welfare of persons and property within the community, and to provide for efficient response and recovery.

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

Section 1. A State of Local Disaster Emergency is hereby declared within the City of Emporia, Kansas.

Section 2. The emergency response and recovery provisions of the City of Emporia's Emergency Operations Plan are hereby activated.

Section 3. The City Manager is authorized to take all appropriate actions and to request aid and resources as needed to respond to this emergency.

Section 4. This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

APPROVED AND ADOPTED by the Governing Body of the City of Emporia, Kansas this 16th day of July, 2025 and **SIGNED** by the Mayor.

____

Erren Harter, Mayor

Attest:

____
Kerry Sull, City Clerk

Commission Action Report

Resolution No. 3766 Authorizing the Drawdown of Anonymous Donation of $250,000.00 from Lake Kahola Fund for Skateboard Park

Title:	Resolution No. 3766 Authorizing the Drawdown of Anonymous Donation of $250,000.00 from Lake Kahola Fund for Skateboard Park.
Agenda Date:	July 16, 2025
Presented By:	Mark Detter, Deputy City Manager

Background:
The City of Emporia, Kansas, completed the Skateboard Park at Whittier Park earlier this year. As part of the process of the utilization of funds, the Emporia Community Foundation is requesting a resolution from the City Commission to request a withdrawal of $250,000 from the Emporia Community Foundation in order to access the anonymous funds dedicated to the creation of the new skateboard park at Whitter Park.

Discussion:

The City of Emporia, via Resolution, is requesting $250,000 from the Emporia Community Foundation to reimburse the City for 50% of the cost of the Skateboard Board. Kahola Funds paid for the other half of the skateboard park.

Financial considerations:

The reimbursement of funds will allow the project fund to be closed out.

Recommended action:

Approve Resolution No. 3766 Authorizing the Drawdown of Anonymous Donation of $250,000.00 from Lake Kahola Fund for Skateboard Park.

Attachments:
Resolution No. 3766
Letter to Community Foundation from City Manager.

RESOLUTION NO. 3766

A RESOLUTION AUTHORIZING WITHDRAWAL OF $250,000.00 FROM THE EMPORIA COMMUNITY FOUNDATION TO UTILIZE FUNDS DONATED FOR THE PURPOSE OF CONSTRUCTING A SKATEBOARD PARK.

WHEREAS, an anonymous donor donated $250,000.00 to the Emporia Community Foundation for use in development of a Skateboard Park in the Emporia Park System; and

WHEREAS, the City Commission previously requested via Resolution No. 3717 funds from the Kahola Fund held by the Emporia Community as $250,000 match for skateboard Park, and

WHEREAS, the City of Emporia has completed construction of the skateboard park at Whittier Park.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the City of Emporia, Kansas, authorizes and requests a drawdown of $250,000.00 from the Emporia Community Foundation to pay for skateboard park improvements to the Emporia Park System.

This resolution shall become effective upon passage.

APPROVED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS, this 16th day of July 2025.

____
Erren Harter, Mayor

ATTEST:

____
Kerry Sull, City Clerk

July 9, 2025

Linda Kehres-Schmidt
Executive Director
Emporia Community Foundation
527 Commercial, Suite B
Emporia, KS 66801

Dear Ms. Kehres-Schmidt:

Please be advised that the City of Emporia would like to withdraw $250,000 from the Emporia Community Foundation. An anonymous individual/group donated $250,000 to the Emporia Community Foundation for the purpose of constructing a skateboard park in Whittier Park. The City of Emporia has completed the skateboard park (which costs $500,000 in total). A resolution was passed by the City Commission on July 16, 2025, requesting these funds.

We are appreciative of all the Emporia Community Foundation's work to preserve funds for the Community. The funds from the Community Foundation made the skateboard park a reality. If you have any questions or need further information, please feel free to contact me at 620-343-4252 or tcocking@emporia-kansas.gov.

Sincerely,

Trey Cocking
City Manager
City of Emporia
620-343-4252

Title:	Accept Kansas Department of Transportation KAIP Grants for the South Apron Rehabilitation and to Upgrade and Relocate the Self-serve Fuel System
Agenda Date:	July 16, 2025
Presented By:	Julian Seaman, Assistant Airport Manager

Background:

In January 2025, City staff submitted two Kansas Department of Transportation (KDOT) KAIP grant applications for improvements at the Emporia Municipal Airport. The first project involves rehabilitating the south apron, and the second focuses on upgrading and relocating the self-serve fuel system.

In April, Governor Kelly announced the selected KAIP grant recipients, and both of Emporia's projects were awarded funding.

The South Apron Rehabilitation project will address deteriorated concrete that poses safety risks for aircraft and personnel. The design phase is estimated at $10,000, with KDOT covering 90% ($9,000) and the City contributing 10% ($1,000). The construction phase is projected to cost $425,000, with KDOT funding $382,500 and the City responsible for $42,500.

The Self-Serve Fuel System Upgrade and Relocation project will replace outdated equipment and reposition the system to enhance accessibility—particularly when more than one aircraft is present. The City has secured a KAIP grant of up to $208,000 to fund the installation of a new concrete pad, updated fueling equipment, and required electrical work. Through this grant, KDOT will cover 80% of the project cost (up to $208,000), while the City will provide a 20% match, not to exceed $41,600.

Discussion:

KDOT has awarded the City of Emporia a total of $599,500 in grants for two airport improvement projects: $391,500 for the rehabilitation of the south apron and $208,000 for upgrading and relocating the self-serve fuel system.

Financial Considerations:

The City's estimated cost for the South Apron Rehabilitation is $43,500.00 and for the Self-serve Fuel System Upgrade is $41,600.00.

Recommended Action:

Approve to accept the Kansas Department of Transportation KAIP grant for the South Apron Rehabilitation in the amount of $391,500.00 and the grant to Upgrade and Relocate the Self-serve Fuel System in the amount of $208,000.00

Attachments:

Grant Agreement No. 452-25 (South Apron Rehabilitation)
Grant Agreement No. 453-25 (Upgrade and Relocate the Self-serve Fuel System)

KAIP
AIRPORT DESIGN, PLANNING, AND CONSTRUCTION
CITY OF EMPORIA, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Emporia, Kansas** (the "Recipient"), collectively, the "Parties."

RECITALS:

A. The Recipient has applied for, and the Secretary has approved, an airport design, planning, and construction project to rehabilitate the south apron for the Emporia Municipal Airport, a Public Use General Aviation Airport as defined by K.S.A 75-5061(e).

B. The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State's General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.

C. The Secretary and the Recipient are empowered by the laws of Kansas to enter into agreements for the construction, planning, and maintenance of the Airport.

D. The Secretary and the Recipient desire to enter into this Agreement to participate in the cost of the Project through the use of state and local funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I: DEFINITIONS

The capitalized terms below have the following meanings when used in this Agreement:

1. **"Agreement"** means this written document, including all attachments and exhibits, both attached and incorporated by reference, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **"Airport"** means Emporia Municipal Airport, a Public Use General Aviation Airport, located at 1005 County Road 120, Emporia, KS 66801.

3. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building, or pavement; and/or any drainage, dredging, excavation, grading, or similar work upon real property.

4. **"Construction Contingency Items"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, and/or demolishing any structure, building, or pavement; and/or any drainage, dredging, excavation, grading, or similar work upon real property.

5. **"Construction Engineering" or "CE"** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.

6. **"Consultant"** means any engineering firm or other entity retained to perform consulting or design services for the Project.

7. **"Contractor"** means the entity awarded the Construction contract for the Project, and any subcontractors working for the Contractor or the Recipient with respect to the Project.

8. **"Design Plans"** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement and as approved by the FAA.

9. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.

10. **"Expiration Date"** means one hundred twenty (120) days after the date the grant offer letter is mailed by the Secretary.

11. **"FAA"** means the Federal Aviation Administration, a federal agency of the United States.

12. **"Hazardous Waste"** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq*., Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq*., Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and

Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq*., Hazardous Waste.

13. **"KAIP"** means the Kansas Airport Improvement Program, administered by KDOT's Division of Aviation.

14. **"KDOT"** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.

15. **"Letting" or "Let"** means the process of receiving bids prior to an award of a Construction contract for any portion of the Project.

16. **"National Plan of Integrated Airport Systems (NPIAS) Airport"** as defined and designated by the FAA; the current list of which may be found at https://www.faa.gov/airports/planning_capacity/npias/current/.

17. **"Non-Participating Costs"** means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.

18. **"Participating Costs"** means expenditures for items or services for the construction, planning, and maintenance of the Airport which are an integral part of the Project, as reasonably determined by the Secretary.

19. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, and the Recipient.

20. **"Preliminary Engineering" or "PE"** means pre-construction activities including, but not limited to, design work, generally performed by a consulting engineering firm that takes place before Letting.

21. **"Project"** means all phases and aspects of the endeavor that is the subject of this Agreement to be undertaken by the Recipient, being: rehabilitate south apron. The Recipient's application for the Project is attached hereto and is incorporated into this Agreement by this reference.

22. **"Project Limits"** means that area of the Project, including all areas between and within the Right of Way boundaries as shown on the final Design Plans.

23. **"Public Use General Aviation Airport"** means any airport, as defined in K.S.A. § 75-5061(e), available for use by the general public for the landing and taking off of aircraft but shall not include any airport classified as a primary airport by the Federal Aviation Administration (FAA).

24. **"Recipient"** means the City of Emporia, a public agency that is authorized to own and operate the airport, with its place of business at 111 East 6th Avenue, Emporia, KS 66801.

25. **"Right of Way"** means the real property and interests therein necessary for construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the final Design Plans.

26. **"Secretary"** means the Secretary of Transportation of the State of Kansas, and the Secretary's successors and assigns.

27. **"Useful Life Period"** means a sufficient period of time, as specifically designated in this Agreement in Article IV to secure the investment of KAIP funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.

ARTICLE II: FUNDING

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all unforeseeable elements of cost within the defined project scope identified after the Construction phase commences ("Construction Contingency Items"). The Parties agree costs and contributions reflected below are for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	90% of Participating Costs of Preliminary Engineering (PE), not to exceed $9,000.00 90% of Participating Costs of Construction, not to exceed $382,500.00
Recipient	10% of Participating Costs of PE until the Secretary's funding limit is reached 100% of Participating Costs of PE after the Secretary's funding limit is reached 10% of Participating Costs of Construction until Secretary's funding limit is reached 100% of Costs of Construction after the Secretary's funding limit is reached 100% of Costs of Non-Participating Costs

ARTICLE III: SECRETARY RESPONSIBILITIES

1. **Reimbursement Payments.** The Secretary agrees to make such payment to the Recipient as soon as reasonably possible after the Project is completed and after receipt of proper billing and certification by the Recipient that the Project was constructed within substantial compliance of the approved plans and specifications. The Secretary reserves the right to retain up to five percent (5%) of the Secretary's maximum participation until the Recipient completes its obligations under this Agreement to the satisfaction of the Secretary.

2. **Verification of Project Start.** The Secretary shall not reimburse the Recipient until the Secretary receives verification from the Recipient that the Project is underway. Verification for the Project may consist of evidence of construction, proof of hiring any Consultant or Contractor for the Project, or other method deemed acceptable by the Secretary's authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

ARTICLE IV: RECIPIENT RESPONSIBILITIES

1. **Accounting.** Upon request by the Secretary, the Recipient will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Recipient to any party outside of the Secretary and costs incurred by the Recipient not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.

2. **Audit.** The Recipient will participate and cooperate with the Secretary in an annual audit of the Project. The Recipient shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments that have been made with state funds by the Recipient for items considered Non-Participating Costs, the Recipient shall promptly reimburse the Secretary for such items upon notification by the Secretary.

3. **Conformity with Federal Requirements.** The Recipient shall design, or contract to have designed, the Project in conformity with the current Federal Aviation Administration (FAA) airport design standards and the rules and regulations of the FAA pertaining thereto. The Recipient agrees that all airport planning and environmental activities associated with this grant shall be conducted in accordance with FAA written policy or policies governing the Recipient's airport projects and the sequence thereof, including those that govern projects for a National Plan of Integrated Airport Systems (NPIAS) airport, where applicable.

4. **Consultant Contract Language.** The Recipient shall include language requiring conformity with Article IV, paragraph 3 above, in all contracts between the Recipient and any Consultant with whom the Recipient has contracted to perform services for the Project. In addition, any contract between the Recipient and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 3 above. In addition, any contract between the Recipient and any Consultant with whom the Recipient has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

a. Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

b. Progress Reports. Language requiring the Consultant to submit to the Recipient (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

c. Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the Recipient and the Consultant. Such language shall read:

"Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the Recipient and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Recipient or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the Recipient from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

5. **Design and Specifications.** The Recipient will prepare, or contract to have prepared, Design Plans for the Project, Let the contract, construct the Project in accordance with the final Design Plans, inspect the Construction, and administer both the Project and the payments due the Contractor, including the portion of cost borne by the Secretary. The Recipient shall separate and list apart the Participating Cost bid items from Non-Participating Cost bid items on both the final Design Plans and the bid documents.

6. **Final Acceptance.** The Recipient shall obtain final acceptance and certification of the Project through KDOT's Division of Aviation.

7. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq*.) as applicable, the Recipient will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Recipient, the Recipient's employees, agents, subcontractors, or its consultants. The Recipient shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

8. **Hazardous Waste.** The Recipient agrees to the following with regard to Hazardous Waste:

a. Removal of Hazardous Waste. The Recipient shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Recipient shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Recipient will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency (EPA), State of Kansas environmental laws and regulations, and local agency standards where the Hazardous Waste is located.

b. Responsibility for Hazardous Waste Remediation Costs. The Recipient shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

c. Hazardous Waste Indemnification. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq*.) as applicable, the Recipient shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the Recipient in undertaking cleanup or remediation for any Hazardous Waste.

d. No Waiver. By signing this Agreement, the Recipient has not repudiated, abandoned, surrendered, waived, or forfeited its right to bring any action, seek indemnification, or seek any other form of recovery or remedy against any third-party responsible for any Hazardous Waste on any Right of Way within the Project limits. The Recipient reserves the right to bring any action against any third-party for any Hazardous Waste on any Right of Way within the Project limits.

9. **Indemnification by Contractors.** The Recipient agrees to require any Contractor to indemnify, hold harmless, and save the Secretary and the Recipient from personal injury and property damage claims arising out of the act or omission of any Contractor, any Contractor's agent, subcontractors, or suppliers. If the Secretary or the Recipient defends a third-party's claim against any Contractor, said Contractor shall indemnify the Secretary and the Recipient for damages paid to the third-party and all related expenses either the Secretary or the Recipient or both incur in defending the claim.

10. **Inspection of Records.** During Project execution, representatives of the Secretary may make periodic inspection of the Project and the records of the Recipient as may be deemed necessary or desirable. The Recipient will direct or cause its Contractor to accomplish any corrective action or work required by the Secretary's representative as necessary to the performance of this Agreement.

11. **Legal Authority.** By signature on this Agreement, the signatory certifies they have legal and actual authority as representative and agent for the Recipient to enter into this Agreement on its behalf. The Recipient agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

12. **Maintenance.** When the Project is completed and final acceptance is issued the Recipient will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by KDOT's Division of Aviation of any unsatisfactory maintenance condition, the Recipient will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is completed to the Secretary's satisfaction.

13. **Performance Bond.** The Recipient has the discretion to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

14. **Prevailing Wages.** The Recipient will require the Contractor to pay prevailing wages. The Recipient will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The Recipient can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

15. **Preventive Maintenance.** The Recipient agrees to implement, or work with the Airport to implement, an airport pavement management program which assures preventive maintenance for construction, reconstruction, replacement, and maintenance for projects which utilize KAIP funds.

16. **Project Administration.** The Recipient shall be responsible for undertaking and completion of the Project. Immediately after the Project is Let, the Recipient shall notify KDOT's Division of Aviation of the Letting date, the total contract amount, and any other requested information related to the Project.

17. **Project Modification.** Any of the following Project changes require the Recipient to send a formal notice to the Secretary for approval:

a. Fiscal year the Project is to be Let
b. Project description
c. Project scope

During Construction, the Recipient shall notify the Secretary of any changes in the plans and specifications, which will require the written approval of the Secretary.

18. **Responsibility for Adequacy of Design.** The Recipient shall be responsible for, and require any Consultant retained by it to be responsible for, the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the Recipient's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, any construction Contractor, the Recipient, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the Recipient.

19. **Submission of Design Plans to Secretary.** If requested, the Recipient will furnish to KDOT's Division of Aviation one (1) set of final Design Plans.

20. **Useful Life.**

a. Assurance Clause. At any time that the public is not allowed access to the Airport, the Recipient shall reimburse the Secretary a prorated amount based on a ten (10) year Useful Life of the Project. This assurance clause shall be valid and enforceable for ten (10) years from the date that the final payment is authorized. This provision shall only apply to closure for non-airport purposes.

b. Useful Life Period. The Parties agree the Useful Life Period of the Project is ten (10) years, commencing on the date the Secretary gives notice of final acceptance of the Project.

c. Change in Public Use. After the Project is completed and during the entire Useful Life Period, the Airport shall remain open for public use. Any change in the public use of the real property for the Project will require written approval from the Secretary.

d. Recapture of State Investment.

(i) During the first five (5) years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (c) above, then the Recipient shall pay to the Secretary one hundred percent (100%) of the funds invested in the Project.

(ii) Following the first five (5) years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (c) above, then the Recipient shall pay to the Secretary as recapture of funds invested in the Project an amount, which will be determined according to the following formula:

$$\frac{\textit{Total Amount of State and/or Federal Funds Invested in the Project}}{\textit{Entire Useful Life Period for the Project}} \times \textit{Number of Full Years Remaining in the Useful Life Period at the Time of unauthorized change in use} = \textit{Recapture Amount}$$

(iii) Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services unless an extension is granted by the Secretary.

21. **Utilities.** The Recipient will move or adjust, or cause to be moved or adjusted, all Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented. The expense of such removal or adjustment shall be borne by the owner or the Recipient.

ARTICLE V: GENERAL PROVISIONS

1. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Recipient and their successors in office.

2. **Certification of Compliance.** The Recipient agrees to certify that it is in compliance with K.S.A. 46-239(c) by signing the Certificate of Compliance Attachment, which is attached hereto and made a part of this Agreement.

3. **Certification Regarding No Boycott of Israel.** The Recipient agrees to certify that it is in compliance with K.S.A. §§75-3740e and 3740f, by signing the Certification of Company Not Engaged in a Boycott of Goods or Services from Israel Attachment, which is attached to and made a part of this Agreement.

4. **Certification Regarding Sexual Harassment.** The Recipient agrees to comply with Executive Order 18-04 (February 5, 2018), by signing the Policy Regarding Sexual Harassment Attachment, which is attached to and made a part of this Agreement.

5. **Civil Rights Act.** The Civil Rights Act Attachment, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

6. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to the Project.

7. **Contractual Provisions.** The provisions found in the Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are incorporated into, and made a part of this Agreement.

8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

9. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not deemed to control or affect the meaning or construction or the provisions herein.

10. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

11. **No Assignment.** The Recipient shall not transfer or assign all or any rights or obligations existing under this Agreement without the prior written approval of the Secretary.

12. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

13. **Offer Expiration.** The Secretary's offer to fund the Project, subject to the terms of this Agreement, is contingent upon the Recipient executing this Agreement on or before the Expiration Date. In the event the Recipient fails to execute this Agreement on or before the Expiration Date, the Secretary will not be obligated to fund the Project and the Secretary may cancel the Project. If

the Recipient wishes to extend the Expiration Date, the Recipient must submit a written extension request to the Secretary at least forty-five (45) days prior to the Expiration Date. After receiving the request, the Secretary may extend the Expiration Date by providing written notice to the Recipient.

14. **Project Limits.** It is mutually agreed the Project will be constructed within the limits of the Airport.

15. **Severability.** If any provision of this Agreement, including any attachments hereto, is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

16. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

Recipient	**Kansas Department of Transportation**
______________________________	______________________________
(Signature) (Date)	Calvin E. Reed, P.E. (Date) Secretary of Transportation
______________________________	
(Print Name)	
______________________________	
(Title)	
	Approved as to form:

KANSAS DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c) ATTACHMENT

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

___________ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name ______________________________________

Business phone ______________________________________

Address (Street, City, State, Zip Code)

____

____

Purpose of Employment: ________________________________

Method of determining compensation: _____________________

or

___________ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By: ______________________________________

Date: ______________________________________

Contract/
Project No:____
(if applicable)

County:____
(if applicable)

Rev. 02/17/2015

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

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than $100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.

______________________________________ ____________________
Signature, Title of Contractor Date

____
Printed

____
Name of Company

Policy Regarding Sexual Harassment

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

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

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

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

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

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.

2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.

3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.

4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.

5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.

6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.

8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.

9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

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

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

_______________________________ _______________________________

Signature and Date Printed Name

KANSAS DEPARTMENT OF TRANSPORTATION

CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations**: The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment**: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration's nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

State of Kansas
Department of Administration DA-146a
(Rev. 05-25)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

The Parties agree that the following provisions are hereby incorporated into the Contract to which it is attached and made a part thereof, said contract being the _____ day of ____________________, 20______.

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

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

3. **Termination Due to Lack of Funding Appropriation or Funding Source**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.

4. **Disclaimer of Liability**: No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

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

6. **Acceptance of Contract**: This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.

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

8. **Representative's Authority to Contract**: By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes**: The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.

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

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

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

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

14. **Restricted Funding Source**: The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

1. Select airport:

Emporia Municipal Airport - EMP

2. Enter airport sponsor's name (name of the entity or governing body that owns and operates the airport):

City of Emporia

3. Enter sponsor's mailing address (legal address for the governing body or entity that owns and operates the airport) :

111 East 6th Avenue Emporia, KS 66801

4. Enter sponsor's point of contact (last name, first name):

Grant, Dean

5. Enter sponsor's point of contact title:

Director of Public Works

6. Enter sponsor's point of contact email address:

dgrant@emporiaks.gov

7. Enter sponsor's point of contact phone number:

6203406335

8. Name and title of individual completing this grant application - must be sponsor or sponsor's employee with consent of the sponsor (last name, first name, title):

Grant, Dean Director of Public Works

9. Select grant type:

- (selected) System preservation, modernization, or design/planning projects: (90/10)
- Equipment and hangar/building projects: (50/50)
- State participation in local match to Federally-funded preservation, modernization, or design/planning project (50/50)

10. Total project cost:

435,000.00

11. Federal contribution (if applicable) :

0.00

12. Requested KDOT contribution:

391,000.00

13. Sponsor contribution:

43,500.00

14. Project title:

Please use the following naming conventions:

- designate runway and taxiway names *(Ex: resurface Runway 17/35)*
- designate areas of related projects *(Ex: replace lights on west side of runway, replace lights on south 1500' of runway)*
- if the project has two parts, use the same title with the tags attached *(Ex: (DESIGN) Pave Taxiway A, (CONSTRUCTION) Pave Taxiway A)*
- rank multiple applications from the same airport in order of need following this example: *(1) resurface Runway 17/35, (2) (DESIGN) Pave Taxiway A, (3) (CONSTRUCTION) Pave Taxiway A.* Please submit a single project per application.

Rehabilitate South Apron

15. Project narrative description. Include as much detail about the project. You may also attach a narrative document later in this survey.

The Emporia Municipal Airport received a KAIP grant last year to expand the Apron. As part of the Apron expansion, EMP has identified the ability to combine an existing main apron rehabilitation effort combined with the Apron Expansion KAIP grant to capitalize on potential cost savings by rehabilitating and expanding pavement. This is priority 3 or 3 for EMP submittals.

16. Upload any additional media or documentation supporting project narrative such as a detailed narrative, engineer's estimate, contractor estimate, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question, additional upload opportunities available below):

Estimate%20-%20Rehab%20South%20Apron%20-%20FY26%20EMP%20KAIP.pdf
56.7KB
application/pdf

17 Project Info. Does the airport have a noted pavement deficiency (such as aircraft movement areas with a pavement condition index below 65 as listed on the airport's pavement management plan located at https://bikdotaviation.azurewebsites.net/) and does the project address the deficiency?

- [x] Yes, the airport has pavement that is 65 pci or lower and the project does address a pavement deficiency
- [ ] Yes, the airport has pavement that is 65 pci or lower but the project does not address a pavement deficiency
- [ ] Yes, the airport has pavement that is 65 pci or lower and the deficiency is being addressed by the airport sponsor. This project is another high priority project for the sponsor (provide details in narrative).
- [ ] Yes, the airport has pavement that is 65 pci or lower that is not being addressed by this or any other project.
- [ ] No, the airport does not have pavement that is 65 pci or lower.
- [ ] N/A, airport is unpaved

18 GRANT SUPPORT. Number of new jobs created as a direct result of this airport improvement *(Note: if using this box, a letter of agreement from company of employment will be required to be uploaded on a later page or the answer will be discarded):*

0

19. Upload any additional media or documentation supporting new jobs discussed above (one file per question):

20 Outreach . Describe any aviation education, outreach, or community engagement conducted by the airport within the previous 12 months (Note: you may upload a document containing pictures of the outreach events to the next question).

Fly Kansas Tour is which we partnered with USD 253, USD 420, and Emporia Main Street Imaginarium for STEM training. The children built airplanes and learned about the laws of flight. EMP conducted our annual Wing and Wheels event where we partner with the Emporia Flying Club, and several other local partners. The EAA gives free flights to children between the ages of 8 and 17. This event also serves as our annual open house to allow our community to see the innerworkings of airport operations.

21. Upload any additional media, photos, or documentation showing airport's outreach and community engagement efforts (one file per question):

Wings%26Wheels-2024.docx
443.1KB
application/vnd.openxmlformats-officedocument.wordprocessingml.document

22. Upload any additional media or supporting documentation. Ex: photos, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question):

Exhibit%20-%20Rehab%20South%20Apron%20-%20FY26%20EMP%20KAIP.pdf
164.9KB
application/pdf

23. Upload any additional media or supporting documentation. Ex: photos, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question):

ACKNOWLEDGEMENT 1:. It is understood that if this project is approved, the Kansas Department of Transportation will participate in the project cost at the rate identified in the KAIP Program Guidelines as published on the KDOT Aviation website (https://aviation.ks.gov). The Sponsor will be responsible for letting the contract for bids and supervising construction. The Sponsor is also responsible for all maintenance and sustainment of this airport improvement throughout the duration of grant assurances prescribed by contract.

- (selected) Yes
- No

ACKNOWLEDGEMENT 2. By completing this grant application, the sponsor acknowledges having sufficient local funds and local support to use those funds to meet the minimum local match responsibility outlined above for the project scope as submitted.
Sponsor acknowledges being able to start the project within two (2) years of grant award and completing the project within one (1) year of starting the project. Sponsor also acknowledges that if the application is for a phased project, that selection of any phase of the project does not in any way guarantee funding of future phases for that project.

- (●) Yes
- ( ) No

CERTIFICATION. I hereby certify that the information contained in this grant application is true, complete, and correct to the best of my knowledge and belief. I certify that I have the authority to act on behalf of the airport sponsor with respect to completing this grant application. I acknowledge that any misrepresentation or omission of a material fact with respect to the grant application may void this grant application and may impact future applications depending on severity.

Signed (Last name, first name) :

Grant, Dean

.

This concludes the application process.

Please click "Next" to submit this form.

Location Data

Location: (38.4039, -96.1817)

Source: GeoIP Estimation

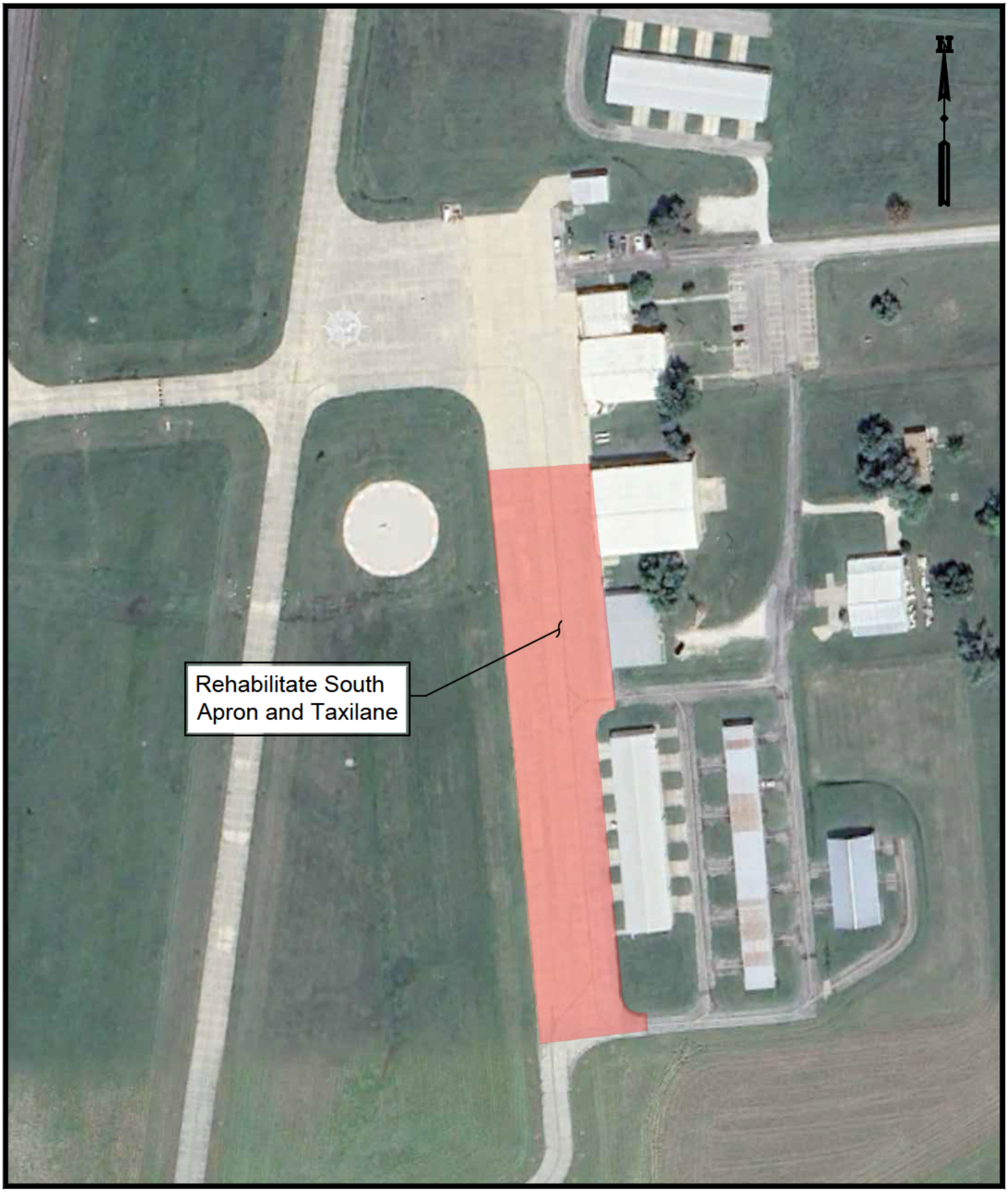
EMPORIA MUNICIPAL AIRPORT (EMP)
EMPORIA, KANSAS

ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST

January 8, 2025

REHABILITATE SOUTH APRON AND TAXILANE

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	**TOTAL**
1	Mobilization	L.S.	1	$ 25,450.00	$ 25,450.00
2	Temporary Marking, Lighting, and Barricades	L.S.	1	$ 10,000.00	$ 10,000.00
3	Clean and Seal Cracked Panels	L.F.	250	$ 40.00	$ 10,000.00
4	Joint Spall Repair	C.Y.	4	$ 2,500.00	$ 10,000.00
5	Concrete Pavement Pop-Outs	L.S.	1	$ 5,000.00	$ 5,000.00
6	Full Depth Concrete Pavement Removal	S.Y.	1,250	$ 60.00	$ 75,000.00
7	Unsuitable Base Course Removal	S.Y.	120	$ 60.00	$ 7,200.00
8	Aggregate Base Course	S.Y.	120	$ 80.00	$ 9,600.00
9	Concrete Pavement	S.Y.	1,250	$ 175.00	$ 218,750.00
10	Clean and Re-Seal Concrete Joints	L.F.	13,000	$ 3.00	$ 39,000.00
11	Site Restoration	L.S.	1	$ 2,500.00	$ 2,500.00
				CONSTRUCTION SUBTOTAL (EST.)	**$ 412,500.00**
				CONSTRUCTION SERVICES (EST.)	**$ 12,500.00**
				DESIGN SERVICES (EST.)	**$ 10,000.00**
				TOTAL PROJECT COSTS (90% KDOT / 10% SPONSOR) (EST.)	**$ 435,000.00**



Drawing Name: I:\AVI\GEN\AIRPORTS\KANSAS_Emporia (EMP)\ACIP DATA SHEETS\KAIP\FY2026\ACAD\EMP KAIP FY26.dwg Jan 08,2025 - 9:01am

Lochner
15717 College Boulevard | Lenexa, Kansas 66219
P 816.945.5840 | www.hwlochner.com

REHABILITATE SOUTH APRON AND TAXILANE			SHEET 1
DESIGNED BY IJW	DRAWING NAME EMPORIA FY26 KAIP	PROJECT NO.	
CHECKED BY	SCALE NOT TO SCALE	REVISION DATE	ISSUE DATE 01/08/2025

KAIP
CITY OF EMPORIA, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Emporia, Kansas** (the "Recipient"), collectively, the "Parties."

RECITALS:

A. The Recipient has applied for, and the Secretary has approved, a Kansas Airport Improvement Program (KAIP) project for assistance to relocate the fuel system for the Emporia Municipal Airport, a Public Use General Aviation Airport as defined by K.S.A 75-5061(e).

B. The Secretary has approved the use of KAIP funds from the State's General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.

C. The Secretary and the Recipient are empowered by the laws of Kansas to enter into agreements for the construction, planning, and maintenance of the Airport.

D. The Secretary and the Recipient desire to enter into this Agreement to participate in the cost of the Project through the use of state and local funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I: DEFINITIONS

The capitalized terms below have the following meanings when used in this Agreement:

1. **"Agreement"** means this written document, including all attachments and exhibits, both attached and incorporated by reference, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **"Airport"** means Emporia Municipal Airport, a Public Use General Aviation Airport, located at 1005 County Road 120, Emporia, KS 66801.

3. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building, or pavement; and/or any drainage, dredging, excavation, grading, or similar work upon real property.

4. **"Construction Contingency Items"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, and/or demolishing any structure, building, or pavement; and/or any drainage, dredging, excavation, grading, or similar work upon real property.

5. **"Construction Engineering" or "CE"** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.

6. **"Consultant"** means any engineering firm or other entity retained to perform consulting or design services for the Project.

7. **"Contractor"** means the entity awarded the Construction contract for the Project, and any subcontractors working for the Contractor or the Recipient with respect to the Project.

8. **"Design Plans"** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement and as approved by the FAA.

9. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.

10. **"Expiration Date"** means one hundred twenty (120) days after the date the grant offer letter is mailed by the Secretary.

11. **"FAA"** means the Federal Aviation Administration, a federal agency of the United States.

12. **"Hazardous Waste"** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq*., Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq*., Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq*., Hazardous Waste.

13. **"KAIP"** means the Kansas Airport Improvement Program, administered by KDOT's Division of Aviation.

14. **"KDOT"** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.

15. **"Letting" or "Let"** means the process of receiving bids prior to an award of a Construction contract for any portion of the Project.

16. **"National Plan of Integrated Airport Systems (NPIAS) Airport"** as defined and designated by the FAA; the current list of which may be found at https://www.faa.gov/airports/planning_capacity/npias/current/.

17. **"Non-Participating Costs**" means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.

18. **"Participating Costs"** means expenditures for items or services for the construction, planning, and maintenance of the Airport which are an integral part of the Project, as reasonably determined by the Secretary.

19. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, and the Recipient.

20. **"Preliminary Engineering" or "PE"** means pre-construction activities including, but not limited to, design work, generally performed by a consulting engineering firm that takes place before Letting.

21. **"Project"** means all phases and aspects of the endeavor that is the subject of this Agreement to be undertaken by the Recipient, being: Fuel System Relocation Assistance. The Recipient's application for the Project is attached hereto and is incorporated into this Agreement by this reference.

22. **"Project Limits"** means that area of the Project, including all areas between and within the Right of Way boundaries as shown on the final Design Plans.

23. **"Public Use General Aviation Airport"** means any airport, as defined in K.S.A. § 75-5061(e), available for use by the general public for the landing and taking off of aircraft but shall not include any airport classified as a primary airport by the Federal Aviation Administration (FAA).

24. **"Recipient"** means the City of Emporia, Kansas, a public agency that is authorized to own and operate the airport, with its place of business at 111 E 6th Avenue, Emporia, KS 66801.

25. **"Right of Way"** means the real property and interests therein necessary for construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the final Design Plans.

26. **"Secretary"** means the Secretary of Transportation of the State of Kansas, and the Secretary's successors and assigns.

27. **"Useful Life Period"** means a sufficient period of time, as specifically designated in this Agreement in Article IV to secure the investment of KAIP funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.

ARTICLE II: FUNDING

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all unforeseeable elements of cost within the defined project scope identified after the Construction phase commences ("Construction Contingency Items"). The Parties agree costs and contributions reflected below are for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	80% of Participating Costs of the Project, not to exceed $208,000.00
Recipient	20% of Participating Costs of the Project until Secretary's funding limit is reached 100% of Costs of the Project after Secretary's funding limit is reached 100% of Costs of Non-Participating Costs

ARTICLE III: SECRETARY RESPONSIBILITIES

1. **Reimbursement Payments.** The Secretary agrees to make such payment to the Recipient as soon as reasonably possible after the Project is completed and after receipt of proper billing and certification by the Recipient that the Project was constructed within substantial compliance of the approved plans and specifications. The Secretary reserves the right to retain up to five percent (5%) of the Secretary's maximum participation until the Recipient completes its obligations under this Agreement to the satisfaction of the Secretary.

2. **Verification of Project Start.** The Secretary shall not reimburse the Recipient until the Secretary receives verification from the Recipient that the Project is underway. Verification for

the Project may consist of evidence of construction, proof of hiring any Consultant or Contractor for the Project, or other method deemed acceptable by the Secretary's authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

ARTICLE IV: RECIPIENT RESPONSIBILITIES

1. **Accounting.** Upon request by the Secretary, the Recipient will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Recipient to any party outside of the Secretary and costs incurred by the Recipient not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.

2. **Audit.** The Recipient will participate and cooperate with the Secretary in an annual audit of the Project. The Recipient shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments that have been made with state funds by the Recipient for items considered Non-Participating Costs, the Recipient shall promptly reimburse the Secretary for such items upon notification by the Secretary.

3. **Conformity with Federal Requirements.** The Recipient shall design, or contract to have designed, the Project in conformity with the current Federal Aviation Administration (FAA) airport design standards and the rules and regulations of the FAA pertaining thereto. The Recipient agrees that all airport planning and environmental activities associated with this grant shall be conducted in accordance with FAA written policy or policies governing the Recipient's airport projects and the sequence thereof, including those that govern projects for a National Plan of Integrated Airport Systems (NPIAS) airport, where applicable.

4. **Consultant Contract Language.** The Recipient shall include language requiring conformity with Article IV, paragraph 3 above, in all contracts between the Recipient and any Consultant with whom the Recipient has contracted to perform services for the Project. In addition, any contract between the Recipient and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 3 above. In addition, any contract between the Recipient and any Consultant with whom the Recipient has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

a. Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

b. Progress Reports. Language requiring the Consultant to submit to the Recipient (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

c. Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the Recipient and the Consultant. Such language shall read:

> "Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the Recipient and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Recipient or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the Recipient from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

5. **Design and Specifications.** The Recipient will prepare, or contract to have prepared, Design Plans for the Project, Let the contract, construct the Project in accordance with the final Design Plans, inspect the Construction, and administer both the Project and the payments due the Contractor, including the portion of cost borne by the Secretary. The Recipient shall separate and list apart the Participating Cost bid items from Non-Participating Cost bid items on both the final Design Plans and the bid documents.

6. **Final Acceptance.** The Recipient shall obtain final acceptance and certification of the Project through KDOT's Division of Aviation.

7. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Recipient will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Recipient, the Recipient's employees, agents, subcontractors, or its consultants. The Recipient shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

8. **Hazardous Waste.** The Recipient agrees to the following with regard to Hazardous Waste:

a. Removal of Hazardous Waste. The Recipient shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Recipient shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Recipient will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency (EPA), State of Kansas environmental laws and regulations, and local agency standards where the Hazardous Waste is located.

b. Responsibility for Hazardous Waste Remediation Costs. The Recipient shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

c. Hazardous Waste Indemnification. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq*.) as applicable, the Recipient shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the Recipient in undertaking cleanup or remediation for any Hazardous Waste.

d. No Waiver. By signing this Agreement, the Recipient has not repudiated, abandoned, surrendered, waived, or forfeited its right to bring any action, seek indemnification, or seek any other form of recovery or remedy against any third-party responsible for any Hazardous Waste on any Right of Way within the Project limits. The Recipient reserves the right to bring any action against any third-party for any Hazardous Waste on any Right of Way within the Project limits.

9. **Indemnification by Contractors.** The Recipient agrees to require any Contractor to indemnify, hold harmless, and save the Secretary and the Recipient from personal injury and property damage claims arising out of the act or omission of any Contractor, any Contractor's agent, subcontractors, or suppliers. If the Secretary or the Recipient defends a third-party's claim against any Contractor, said Contractor shall indemnify the Secretary and the Recipient for damages paid to the third-party and all related expenses either the Secretary or the Recipient or both incur in defending the claim.

10. **Inspection of Records.** During Project execution, representatives of the Secretary may make periodic inspection of the Project and the records of the Recipient as may be deemed necessary or desirable. The Recipient will direct or cause its Contractor to accomplish any

corrective action or work required by the Secretary's representative as necessary to the performance of this Agreement.

11. **Legal Authority.** By signature on this Agreement, the signatory certifies they have legal and actual authority as representative and agent for the Recipient to enter into this Agreement on its behalf. The Recipient agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

12. **Maintenance.** When the Project is completed and final acceptance is issued the Recipient will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by KDOT's Division of Aviation of any unsatisfactory maintenance condition, the Recipient will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is completed to the Secretary's satisfaction.

13. **Performance Bond.** The Recipient has the discretion to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

14. **Prevailing Wages.** The Recipient will require the Contractor to pay prevailing wages. The Recipient will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The Recipient can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

15. **Preventive Maintenance.** The Recipient agrees to implement, or work with the Airport to implement, an airport pavement management program which assures preventive maintenance for construction, reconstruction, replacement, and maintenance for projects which utilize KAIP funds.

16. **Project Administration.** The Recipient shall be responsible for undertaking and completion of the Project. Immediately after the Project is Let, the Recipient shall notify KDOT's Division of Aviation of the Letting date, the total contract amount, and any other requested information related to the Project.

17. **Project Modification.** Any of the following Project changes require the Recipient to send a formal notice to the Secretary for approval:

a. Fiscal year the Project is to be Let
b. Project description
c. Project scope

During Construction, the Recipient shall notify the Secretary of any changes in the plans and specifications, which will require the written approval of the Secretary.

18. **Responsibility for Adequacy of Design.** The Recipient shall be responsible for, and require any Consultant retained by it to be responsible for, the adequacy and accuracy of the Design

Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the Recipient's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, any construction Contractor, the Recipient, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the Recipient.

19. **Submission of Design Plans to Secretary.** If requested, the Recipient will furnish to KDOT's Division of Aviation one (1) set of final Design Plans.

20. **Useful Life.**

a. Assurance Clause. At any time that the public is not allowed access to the Airport, the Recipient shall reimburse the Secretary a prorated amount based on a ten (10) year Useful Life of the Project. This assurance clause shall be valid and enforceable for ten (10) years from the date that the final payment is authorized. This provision shall only apply to closure for non-airport purposes.

b. Useful Life Period. The Parties agree the Useful Life Period of the Project is ten (10) years, commencing on the date the Secretary gives notice of final acceptance of the Project.

c. Change in Public Use. After the Project is completed and during the entire Useful Life Period, the Airport shall remain open for public use. Any change in the public use of the real property for the Project will require written approval from the Secretary.

d. Recapture of State Investment.

(i) During the first five (5) years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (c) above, then the Recipient shall pay to the Secretary one hundred percent (100%) of the funds invested in the Project.

(ii) Following the first five (5) years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (c) above, then the Recipient shall pay to the Secretary as recapture of funds invested in the Project an amount, which will be determined according to the following formula:

$$\frac{\textit{Total Amount of State and/or Federal Funds Invested in the Project}}{\textit{Entire Useful Life Period for the Project}} \times \textit{Number of Full Years Remaining in the Useful Life Period at the Time of unauthorized change in use} = \textit{Recapture Amount}$$

(iii) Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services unless an extension is granted by the Secretary.

21. **Utilities.** The Recipient will move or adjust, or cause to be moved or adjusted, all Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented. The expense of such removal or adjustment shall be borne by the owner or the Recipient.

ARTICLE V: GENERAL PROVISIONS

1. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Recipient and their successors in office.

2. **Certification of Compliance.** The Recipient agrees to certify that it is in compliance with K.S.A. 46-239(c) by signing the Certificate of Compliance Attachment, which is attached hereto and made a part of this Agreement.

3. **Certification Regarding No Boycott of Israel.** The Recipient agrees to certify that it is in compliance with K.S.A. §§75-3740e and 3740f, by signing the Certification of Company Not Engaged in a Boycott of Goods or Services from Israel Attachment, which is attached to and made a part of this Agreement.

4. **Certification Regarding Sexual Harassment.** The Recipient agrees to comply with Executive Order 18-04 (February 5, 2018), by signing the Policy Regarding Sexual Harassment Attachment, which is attached to and made a part of this Agreement.

5. **Civil Rights Act.** The Civil Rights Act Attachment, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

6. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to the Project.

7. **Contractual Provisions.** The provisions found in the Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are incorporated into, and made a part of this Agreement.

8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

9. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not deemed to control or affect the meaning or construction or the provisions herein.

10. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

11. **No Assignment.** The Recipient shall not transfer or assign all or any rights or obligations existing under this Agreement without the prior written approval of the Secretary.

12. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

13. **Offer Expiration.** The Secretary's offer to fund the Project, subject to the terms of this Agreement, is contingent upon the Recipient executing this Agreement on or before the Expiration Date. In the event the Recipient fails to execute this Agreement on or before the Expiration Date, the Secretary will not be obligated to fund the Project and the Secretary may cancel the Project. If the Recipient wishes to extend the Expiration Date, the Recipient must submit a written extension request to the Secretary at least forty-five (45) days prior to the Expiration Date. After receiving the request, the Secretary may extend the Expiration Date by providing written notice to the Recipient.

14. **Project Limits.** It is mutually agreed the Project will be constructed within the limits of the Airport.

15. **Severability.** If any provision of this Agreement, including any attachments hereto, is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

16. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

Recipient	**Kansas Department of Transportation**
________________________________ (Signature) (Date)	________________________________ Calvin E. Reed, P.E. (Date) Secretary of Transportation
________________________________ (Print Name)	
________________________________ (Title)	
	Approved as to form:

KANSAS DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c) ATTACHMENT

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

___________ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name ___________________________________

Business phone ___________________________________

Address (Street, City, State, Zip Code)

____

____

Purpose of Employment: ______________________________

Method of determining compensation: ___________________

or

___________ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By: ___________________________________

Date: ___________________________________

Contract/
Project No:____
(if applicable)

County:____
(if applicable)

Rev. 02/17/2015

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

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than $100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.

______________________________________ ____________________
Signature, Title of Contractor Date

____
Printed

____
Name of Company

Policy Regarding Sexual Harassment

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

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

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

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

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

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.

2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.

3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.

4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.

5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.

6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.

8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.

9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

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

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

Signature and Date	Printed Name

KANSAS DEPARTMENT OF TRANSPORTATION

CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations**: The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment**: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

State of Kansas
Department of Administration DA-146a
(Rev. 05-25)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

The Parties agree that the following provisions are hereby incorporated into the Contract to which it is attached and made a part thereof, said contract being the _____ day of ____________________, 20______.

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

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

3. **Termination Due to Lack of Funding Appropriation or Funding Source**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.

4. **Disclaimer of Liability**: No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

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

6. **Acceptance of Contract**: This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.

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

8. **Representative's Authority to Contract**: By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes**: The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.

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

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

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

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

14. **Restricted Funding Source**: The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

Kansas Airport Improvement Program (KAIP) Grant Application

Kansas Department of Transportation
Division of Aviation

This program is open to all Kansas public use airports as defined By KSA 75-5061. All grants will be awarded according to KAIP Program guidelines which can be found at Aviation.KS.Gov. All applications submitted from January 1st to January 31st will be evaluated by the KAIP Review Committee for consideration during the fiscal year starting on July 1st. Subject to available funding, applications received outside of these dates will be evaluated as out of cycle/emergency grant requests and will require justification for funding outside of a standard grant cycle.

1. Select airport:

Emporia Municipal (EMP)

2. Enter airport sponsor's name (name of the entity or governing body that owns and operates the airport):

City of Emporia, Kansas

3. Enter sponsor's mailing address (legal address for the governing body or entity that owns and operates the airport) :

111 East 6th Avenue
Emporia, KS 66801

4. Enter sponsor's point of contact (last name, first name):

Grant, Dean

5. Enter sponsor's point of contact title:

Director of Public Works

6. Enter sponsor's point of contact email address:

dgrant@emporiaks.gov

7. Enter sponsor's point of contact phone number:

620-340-6339

8. Name and title of individual completing this grant application - must be sponsor or sponsor's employee with consent of the sponsor (last name, first name, title):

Seaman, Julian, Assistant Airport Manager

9. Select grant type:

System preservation, modernization, or design/planning projects: (90/10)

Equipment and hangar/building projects: (50/50)

State participation in local match to Federally-funded preservation, modernization, or design/planning project (50/50)

10. Total project cost:

$260,000

11. Federal contribution (if applicable) :

N/A

12. Requested KDOT contribution:

$208,000

13. Sponsor contribution:

$52,000

14. Project title:

Please use the following naming conventions:

- designate runway and taxiway names *(Ex: resurface Runway 17/35)*
- designate areas of related projects *(Ex: replace lights on west side of runway, replace lights on south 1500' of runway)*
- if the project has two parts, use the same title with the tags attached *(Ex: (DESIGN) Pave Taxiway A, (CONSTRUCTION) Pave Taxiway A)*
- rank multiple applications from the same airport in order of need following this example: *(1) resurface Runway 17/35, (2) (DESIGN) Pave Taxiway A, (3) (CONSTRUCTION) Pave Taxiway A*. Please submit a single project per application.

(1) Fuel System Relocation Assistance

15. Project narrative description. Include as much detail about the project. You may also attach a narrative document later in this survey.

See application attachment "EMP Fuel Application Justification.docx". Please note: The City of Emporia is committed to making this project happen and is willing to increase their match to 20% of the total project cost to boost the application's feasibility. The application costs in this application are based on an 80% KDOT / 20% City split.

16. Upload any additional media or documentation supporting project narrative such as a detailed narrative, engineer's estimate, contractor estimate, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question, additional upload opportunities available below):

See application attachment "EMP Fuel - Quotes and Proposed Cost.pdf"

Drop files or click here to upload

17 Project Info. Does the airport have a noted pavement deficiency (such as aircraft movement areas with a pavement condition index below 65 as listed on the airport's pavement management plan located at https://bikdotaviation.azurewebsites.net/) and does the project address the deficiency?

- Yes, the airport has pavement that is 65 pci or lower and the project does address a pavement deficiency
- Yes, the airport has pavement that is 65 pci or lower but the project does not address a pavement deficiency
- Yes, the airport has pavement that is 65 pci or lower and the deficiency is being addressed by the airport sponsor. This project is another high priority project for the sponsor (provide details in narrative).
- Yes, the airport has pavement that is 65 pci or lower that is not being addressed by this or any other project.
- No, the airport does not have pavement that is 65 pci or lower.
- N/A, airport is unpaved

18 GRANT SUPPORT. Number of new jobs created as a direct result of this airport improvement *(Note: if using this box, a letter of agreement from company of employment will be required to be uploaded on a later page or the answer will be discarded):*

0

19. Upload any additional media or documentation supporting new jobs discussed above (one file per question):

Drop files or click here to upload

20 Outreach . Describe any aviation education, outreach, or community engagement conducted by the airport within the previous 12 months (Note: you may upload a document containing pictures of the outreach events to the next question).

This past year we have hosted multiple community outreach events. These include our annual open house and the Fly Kansas Tour. We also hosted multiple pilot training sessions. See application attachment "EMP Fuel Application Justification.docx" for photos.

21. Upload any additional media, photos, or documentation showing airport's outreach and community engagement efforts (one file per question):

Drop files or click here to upload

22. Upload any additional media or supporting documentation. Ex: photos, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question):

Drop files or click here to upload

23. Upload any additional media or supporting documentation. Ex: photos, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question):

Drop files or click here to upload

ACKNOWLEDGEMENT 1:. It is understood that if this project is approved, the Kansas Department of Transportation will participate in the project cost at the rate identified in the KAIP Program Guidelines as published on the KDOT Aviation website (https://aviation.ks.gov). The Sponsor will be responsible for letting the contract for bids and supervising construction. The Sponsor is also responsible for all maintenance and sustainment of this airport improvement throughout the duration of grant assurances prescribed by contract.

Yes

No

ACKNOWLEDGEMENT 2. By completing this grant application, the sponsor acknowledges having sufficient local funds and local support to use those funds to meet the minimum local match responsibility outlined above for the project scope as submitted.
Sponsor acknowledges being able to start the project within two (2) years of grant award and completing the project within one (1) year of starting the project. Sponsor also acknowledges that if the application is for a phased project, that selection of any phase of the project does not in any way guarantee funding of future phases for that project.

Yes

No

CERTIFICATION. I hereby certify that the information contained in this grant application is true, complete, and correct to the best of my knowledge and belief. I certify that I have the authority to act on behalf of the airport sponsor with respect to completing this grant application. I acknowledge that any misrepresentation or omission of a material fact with respect to the grant application may void this grant application and may impact future applications depending on severity.

Signed (Last name, first name) :

Seaman, Julian, Assistant Airport Manager

This concludes the application process.

Please click "Next" to submit this form.

NEXT

QUOTATION AND CONTRACT

Hoidale Co., Inc.
P B Hoidale Co Inc
3725 W Harry St
Wichita KS 67213

Sales Rep: Lorenzo Davis
E-mail: lorenzo@hoidale.com
Phone: 316-942-1361

No.: QT415
Date: 3/11/2024

Proposal Submitted to:

City of Emporia Airport
522 Mechanic St
Emporia KS 66801-3950

Job Location:

1005 County Road 120
Emporia KS 66801

QUOTATION SUMMARY

	Amount
Equipment, See Equipment List	$71,125.16
Installation, See Scope of Work List	$106,623.00
Estimated Sales Tax	$0.00

Total (Plus Tax and Freight)	**$177,748.16**

PLEASE SHOW OUR QUOTE NO. ON YOUR P.O.
Payment terms and schedule:

Major Equipment billed upon arrival at Hoidale Shop.
Progress billing during project.

ALL PRICES LISTED ARE CASH PRICES. WE DO NOT ACCEPT CREDIT CARD PAYMENTS ON CONTRACTS.

We propose to furnish material and/or labor as listed above for the sum of, **$177,748.16**, including any applicable taxes. Prices are subject to change without prior notice and are subject to price in effect at time of delivery. Any alteration or deviation from the above specification involving extra cost will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents, or delays beyond our control will not be performed until an agreement is reached regarding the extra changes. This proposal is void 15 days from the above date.

NAME: Jared Sigler
TITLE: Sales Manager

SIGNATURE: ____________

CUSTOMER ACCEPTANCE

The prices, specifications, terms and conditions of this QUOTATION & CONTRACT are satisfactory and are hereby accepted. You are authorized to provide the equipment and/or do the work as specified. **Customer acknowledges and agrees to the payment terms listed above. Payment made later than the terms listed will incur late payment charges of 1-½% per month or 18% annum. Rock, water or other unforeseen underground obstructions to be at additional customer expense. Customer will be responsible for filling all underground storage tanks with product for ballast immediately upon setting tanks in the tank excavations. THE TERMS AND CONDITIONS SET OUT IN THE REMAINDER OF THIS PROPOSAL ARE A PART OF THIS CONTRACT AND HAVE THE SAME FORCE AND EFFECT AS IF SET ON ITS FACE. Buyer's initials Required.**

NAME: ____________ SIGNATURE: ____________

TITLE: ____________ DATE: ____________

Hoidale estimate: $177,748.16
S.R. Coffman Construction estimate: $52,000+$4,350

Subtotal: $234,098.16

Contingency +/- 10%: 25,901.84

TOTAL REQUEST: $260,000

QUOTATION AND CONTRACT

Hoidale Co., Inc.
P B Hoidale Co Inc
3725 W Harry St
Wichita KS 67213

Sales Rep: Lorenzo Davis
E-mail: lorenzo@hoidale.com
Phone: 316-942-1361

No.: QT415
Date: 3/11/2024

EQUIPMENT LIST

Quantity	Item
1	**Equipment List** *(2) Wayne Reliance Mechanical Suction Pumps, (1)- Red Door "Premium Unleaded" ad panel, (1)- Blue Door "AvGas" ad panel - both have pulse output and light - Sourcewell Pricing* *Includes Facet Aviation filter vessel and differential pressure gauge with follower needle, dispenser pedestals with pressure regulating valves and associated fittings. Includes new Static Bonding reel.*
1	**Above Ground Tank System** *(1) 520 Gallon UL-142 Double Wall Tank for Premium Unleaded fuel & (1) 2000 Gallon UL-142 Double Wall Tank for 100LL AvGas fuel. Tanks to be dressed with Emergency & Working Vents, valves and fittings. Includes low point sampling pumps for each tank.*
1	**ELECTRICAL Electrical Sub-Contract** *Electricraft:* *Add new switched neutral breakers for both dispensers and the QT Pod controller. We'll install conduit and wire overhead from the electrical panel, NW to the building exterior where we'll transition to underground and out to the fueling site. We'll electrically connect both suction pumps to the QT Pod. We understand the communication will be wireless and have not included any monies for communication equipment. We'll provide and erect a new light pole with a photo-cell controlled LED flood fixture to illuminate the area.*
1	**EXCAVATION Sub-Contract Excavation** *Estimated, Trench for power conduits from FAA building to new fuel pad, provide backfill and soil back to grade. Boring under road included.*
1	**CONCRETE Concrete Materials** *Estimated Concrete pad for new fuel area, 28' x 23' area, includes drilling for bollards, placement and installation. Gravel around pad between concrete and fence.*
1	**SUB-CONTRACT Sub-Contract** *Fencing Installation around new fuel tanks, approx. 125 lf of 6' high chain link with 2 walk through gates.*
1	**Scope of Work** *Scope of Work, see details on following page.*

Equipment Total **$71,125.16**

INITIALS OF BUYER ____________

WARRANTY TERMS AND CONDITIONS

Standard Manufacturer Warranties apply.

QUOTATION AND CONTRACT

Hoidale Co., Inc.
P B Hoidale Co Inc
3725 W Harry St
Wichita KS 67213

Sales Rep: Lorenzo Davis
E-mail: lorenzo@hoidale.com
Phone: 316-942-1361

No.: QT415
Date: 3/11/2024

SCOPE OF WORK

By Hoidale Team

1 Schedule work with the customer.

2 Provide new concrete pad at location specified by customer for new tanks and pumps.

3 Provide electrical work to this new pad location for fuel system.

4 Install new Double Wall 520 Gallon UL142 listed 91-Octane AST. Tank to slope 1 inch lower towards the rear of the tar
pump.

5 Install new Double Wall 2000 Gallon UL142 listed 100LL AST. Tank to be internally lined, and slope 1 inch lower towar
towards hand pump.

6 Dress tanks with all placards and labels.

7 Install spill buckets, hand pumps, vents, gauges, and piping on the tank.

8 Install new chain link fence.

9 Install (2) new Wayne Reliance Suction Pumps and pedestals.

10 Run pipe and relocate existing hoses and reel hardware to new Wayne Reliance Suction Pumps.

11 Calibrate new Wayne Reliance Suction Pumps to and program to (relocate existing) QT Pod M4000 Controller.

12 Verify operation for customer. Install light pole for area lighting.

13 Remove the existing suction pumps, tanks and pump pedestal. Dispose of and haul off.

14 Clean up the work site.

By Customer

1 Permits from State, Local, EPA, other Authorities Having Jurisdiction.

2 Down time while work is being performed.

3 Electrical service for new system

4 QT Pod 4000 controller must be in good working condition.

5 Any additional work not specifically described in the Scope of Work lines #1 thru #14 will require the use of a Written
completed and signed by both parties prior to the start of additional work.

Scope of Work Total **$106,623.00**

INITIALS OF BUYER ___________

QUOTATION AND CONTRACT

Hoidale Co., Inc.
P B Hoidale Co Inc
3725 W Harry St
Wichita KS 67213

Sales Rep: Lorenzo Davis
E-mail: lorenzo@hoidale.com
Phone: 316-942-1361

No.: QT415
Date: 3/11/2024

ACCEPTANCE - This proposal, when accepted by the Buyer within the said period set out in this agreement, will constitute a bona fide contract between the Buyer and P. B. Hoidale Co., Inc., the Seller, subject to all terms and conditions to follow and to the approval of the Seller. It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this contract. No waiver, alteration or modification of the terms and conditions of this contract shall be binding unless in writing and signed by the Seller.
ACCEPTANCE BY MAIL - Acceptance by mail shall be effective as an acceptance only when actually received by the Seller.
FOB PLACE OF MANUFACTURE - Unless otherwise stated in this contract, prices are FOB place of manufacture. Unless otherwise stated, the freight rate in existence at the date of this contract shall apply, but any change in freight rate in effect on shipment date shall result in a corresponding change in price.
EXTRA CHARGES - The Buyer may order changes in the work, or the installation of additional equipment and the contract sum shall be increased accordingly**. ALL SUCH ORDERS AND INCREASES SHALL BE IN WRITING,** and the Buyer shall consent in writing to the extra charges before the Seller shall begin any changes or additional work.
RELATED WORK - Labor, materials and outside services for electrical, blacktop, water and sewer work, etc., are not included in contract unless specified. Anchors, foundations and cathodic protection are not included in this contract unless specified. Concrete slab must be protected from traffic - if concrete slab is placed and furnished under this contract, the Seller is not responsible for the slab if not protected from traffic by the Buyer for 14 days.
DELIVERY - Delivery promises are contingent upon fires, strikes, accidents, lockouts, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or from other causes beyond the Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss or damage which might result there from. The Buyer shall make a storage area available to the Seller. Any necessary relocation of equipment or installation materials from this designated area will be at the Buyer's expense.
DELAYS - Due to the increasing cost of labor and materials, any delay of progress, not directly under the Seller's direct control and not due to causes not within the control of the parties, will result in an additional charge to the Buyer.
TERMS - Terms are net 10 days from date of invoice unless otherwise specified. Delivery to our warehouse for purposes of convenience or coordination shall be considered "Delivery" for billing purposes.
a) Progress payments may be required - The Seller may require progress payments, covering the materials and/or labor, based upon the percentage of the contract completed. The Buyer will be sent an invoice that must be paid as specified or with 10 days.
b) Failure to pay progress payments when due - In the event the Buyer fails to pay any progress payments within the terms specified, The Seller may, with written notice to the Buyer, suspend work. After 5 days, the Seller may terminate the contract or exercise any other rights it may have without incurring any liability whatsoever to the Buyer. Such rights include, but are not limited to, recovery from the Buyer payment for work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery.
c) Interest - The Seller reserves the right to charge the Buyer 1-1/2% per month on past due balances. This represents an annual rate of 18%.
d) Attorney's fees payable - The Buyer agrees to pay the Seller reasonable attorney's fees and court costs if the account is sent to an attorney for collection.
GRANT OF SECURITY INTEREST - Buyer grants to Seller a purchase money security interest in all property sold to Buyer pursuant to this Contract to secure all indebtedness of Buyer to Seller under this Contract.
INSTALLATION - It is understood that the Buyer shall provide the Seller with full access to the job site and the installation location during the installation period, and the Seller shall not be held responsible for any delays caused by the Buyer's failure to so provide access. The Seller shall furnish the necessary materials and perform all work for the installation of said equipment. The Seller shall install the equipment at the location to be designated by the Buyer on the job site. The installation shall be performed by the Seller in the Seller's customary manner in accordance with its normal procedures. It is understood that the Buyer has submitted no specifications regarding the manner of the performance of the agreement, unless otherwise specifically stated in this contract.
a) Excavating - Excavation quotations are based on normal soil conditions. In the event any underground structures, cables, conduit, debris, rock, water, running sand, concrete foundations, poles, manholes, or similar non-visible obstructions or unforeseen underground conditions be encountered, removed or destroyed, and if additional work is necessary to either preserve or destroy these unforeseen obstacles and to complete the excavation, such work shall be the Buyer's expense. Mechanical compaction of backfill is not included in the contract unless specified. Finished grades are to be established and verified by the Buyer.
b) Floating Tank Clause - The Buyer will be responsible for filling all underground storage tanks with products for ballast immediately upon setting tanks in excavations. The Seller shall notify the Buyer when product will be needed. The Seller shall not be responsible for the contamination or loss of product used for ballast. In the event tank is not filled as requested, the Buyer accepts responsibility for equipment, labor and materials to reinstall floated tank. If product in not available, tanks shall be filled with water. There is an additional charge for the water and then removing the water when installation is complete.
PERMITS - Unless otherwise stated, no provision is made in the contract for special fees, permits, licenses, etc. If Seller is required to furnish same, such charges will be added to the contract price. The Buyer shall furnish all surveys necessary for proper installation. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Buyer.
DEFAULT BY SELLER - If the Seller defaults, neglects or fails to perform any provision of the contract, the Buyer may, without prejudice to any other remedy it may have, after 30 days written notice to the Seller, make good such deficiencies and deduct the cost thereof from the payment then or thereafter due the Seller. The Buyer may finish the work specified in this contract by whatever method Buyer may deem expedient. If the unpaid balance of the contract exceeds the cost of finishing the work, such excess shall be paid to the Seller, but if such expense exceeds the unpaid balance, the Seller shall pay the difference to the Buyer in full satisfaction of all claims for liquidating damages. Seller assumes no responsibility for, nor shall it be obligated to pay, claims for consequential damages.
WARRANTY - THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS OF PURPOSE AND ANY AND ALL OTHER REPRESENTATIONS TO THE BUYER EXCEPT AS FOLLOWS: if the installation is supplied by the Seller, the Seller warrants the installation for a period of one year from date of completion. Seller warrants the installation to be free of defects in material and workmanship under normal use and service, the Seller's obligation under this warranty being limited to repair or replacement, as it may elect.
a) The Seller must be promptly notified of any circumstances involving warranty and must be permitted to perform corrective measures, utilizing the Seller's own personnel. The Seller will not accept any invoice or charges for any work performed during the warranty period by others.
b) Buyer acknowledges that Seller is not a manufacturer of the goods covered by this contract. Manufacturers warranties on said goods shall extend to Buyer as authorized by the manufacturers or as provided by law. Buyer expressly agrees and understands that Seller shall have no obligation or liability under such manufacturer's warranty or for failure of any manufacturer to honor the warranty. Except for the foregoing installation warranty, SELLER MAKES NO EXPRESSED WARRANTIES OF ANY KIND, EXCEPT AS TO BUYERS WHO **ARE INDIVIDUALS. SELLER MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
LIMITATION OF LIABILITY - Buyer agrees that Seller and the original manufacturer of products sold by Seller to Buyer shall not be liable for any special, indirect, incidental, or consequential damages of any type, including, but not limited to, damages related to damage to the ground, ground water, underground or environment, loss of product, cleanup costs, loss of profit or sales, or any other expense resulting from the nonconforming or defective condition of any products or any system purchased by the Buyer. Seller shall also not be liable for interruption of business, downtime costs, increased operating costs, or claims of Buyer's customers for any of the foregoing types of damages.
INDEMNITY AGREEMENT - Buyer agrees to hold the Seller safe and harmless against all loss and from all liability, claims, demands or suits for (a) bodily injury and property damage arising out of the work undertaken by the Seller, its employees, agents or its subcontractors, and arising out of any other operation, no matter by whom, performed for and on behalf of the Buyer, whether or not due in whole or in part to conditions, acts or omissions done or permitted by Buyer or Seller, except for such liability as is covered by the Seller's Workman's Compensation Insurance and (b) alleged or actual infringement of any letters of patent, copyrights or trademarks, either domestic or foreign, arising from the manufacture and/or sale of goods herein in accordance with patterns, designs, specifications, drawings, directions or technical information of data furnished by the Buyer.
TITLE AND RISK OF LOSS - Full risk of loss (including transportation delays and losses) shall pass to the Buyer upon delivery of products/equipment to the FOB point. Title to and the right to possess each item of equipment are and shall remain vested in the Seller until the Buyer pays the entire purchase price. In the event the Buyer does not promptly pay the purchase price according to the terms hereof, or in the event the Buyer's credit or financial responsibility becomes impaired or unsatisfactory, as the Seller may determine or in the event the Buyer fails to perform any condition or obligation, the Seller may at its election, demand immediate payment in cash before making delivery, suspend delivery and terminate this contract, or mature the entire unpaid portion of the purchase price, in each event without notice and without any liability whatsoever to the Buyer. The Buyer's bankruptcy, receivership or failure to pay any amount when due shall, at the option of the Seller, mature the entire unpaid portion of the purchase price without notice and the Seller may declare this contract terminated, enter the premises, and retake possession of said property, whereupon all payments made by the Buyer will be forfeited as liquidated damages, rentals and costs.
TAXES - Taxes are not included in this contract. No Federal, State or Local taxes are included in this contract unless specifically so stated and will be extra, if applicable.
STATE LAW APPLIES - All of the provisions hereof and any resulting order are to be governed and construed according to the laws of the State of Oklahoma.
LIEN RIGHTS - To protect all parties, a mechanic's lien will be automatically filed where payment is not received according to the terms stated in the contract.
ERRORS - Stenographic, clerical and mathematical errors made by the Seller in quotation, acknowledgments or invoices are subject to correction. Claims for shortages, defective goods, errors and allowance must be made within 10 days from the date of invoice.
ASSIGNABILITY - This contract shall not be assigned by either of the parties hereto without the prior written consent of the other party.
RETURNED GOODS - No goods may be returned without Seller's written authorization. If such authorization is given, unless otherwise noted in the authorization, transportation charges must be prepaid by Buyer. Risk of loss for returned goods shall pass to Seller upon receipt of the goods by Seller. All goods authorized for return are subject to Seller's inspection and acceptance and to a restocking charge equal to the rate charged by the manufacturer to Seller, or at least fifteen percent. Merchandise must be returned within ten days of Buyer's receipt of written authorization and must be accompanied by a writing that identifies the invoice number and date.

INITIALS OF BUYER ____________

3QF0512

S. R. Coffman Construction, Inc.
P.O. Box 983
311 Peyton Street
Emporia, KS 66801
620-342-7200

June 3, 2024

Julian Seaman
Emporia Municipal Airport
1005 Co Rd 120
Emporia, KS 66801

Dear Julian,
This quotation is for work at the Emporia Municipal Airport. The following work is included:

1. Taxi way
   Remove 8" asphalt (18'x18' triangle area)
   Form, pour, and finish 8" concrete with high early,
   ½" rebar on 2' centers and backfill

TOTAL COST: $4,350.00
Sales Tax Included

2. 105x20' strip with area inlet
   Remove 8" Asphalt
   Build area inlet with traffic grate for drain pipe at North end of project
   Form, pour, and finish 8" concrete 4000psi exterior mix
   ½" rebar on 2' centers (approximately 2100 square feet)
3. Remove existing 6" concrete slab at fuel tank location approximately 900 square feet.
   Form, pour, and finish 6" concrete with ½" rebar on 2' centers 4000psi exterior mix for new fuel tank location

TOTAL COST FOR ITEMS 2 & 3: $52,200
Sales Tax Included

Thank you for the opportunity to bid this project.

Sincerely,
David Jones

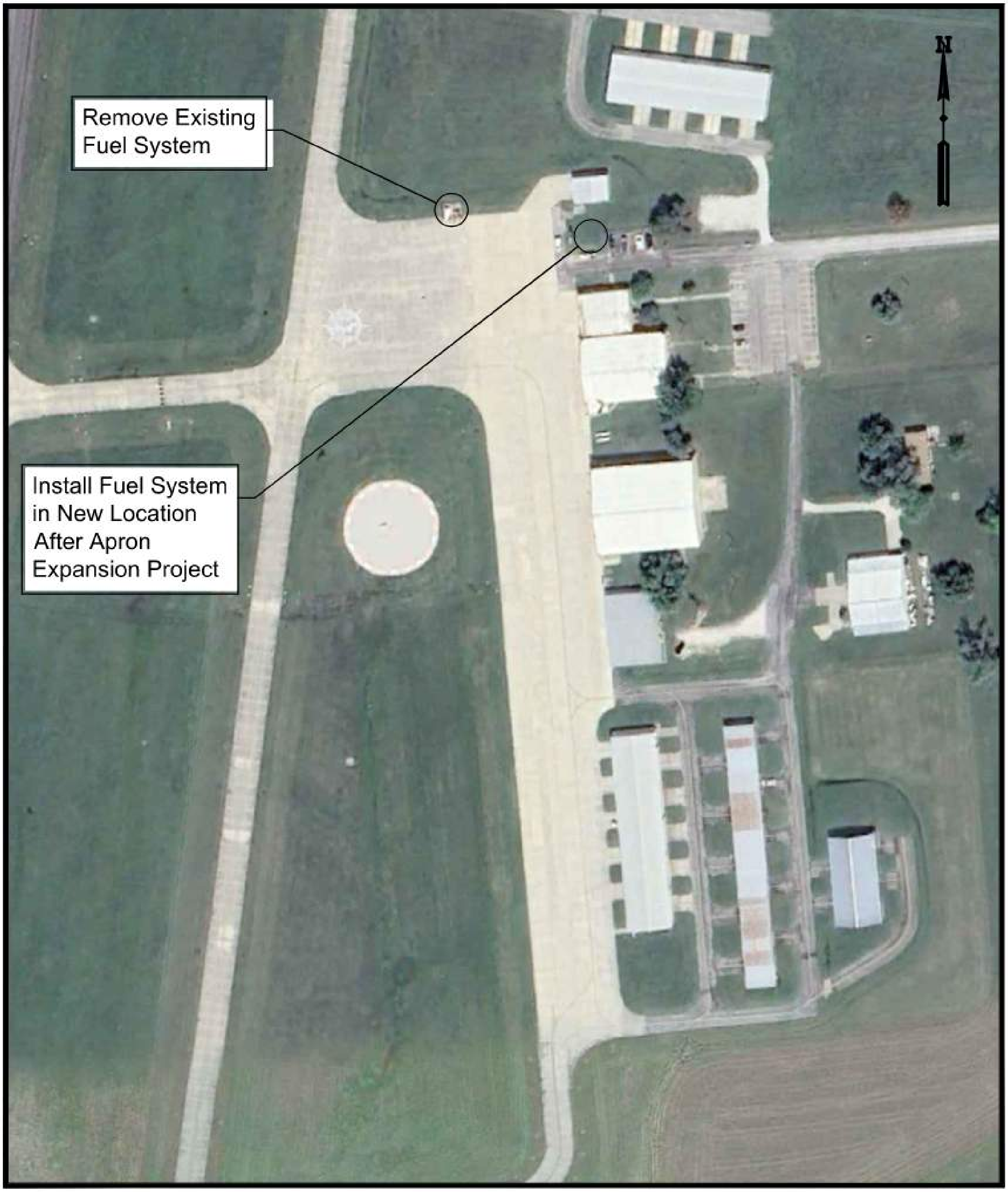
The Emporia Municipal Airport received a KAIP grant last year to expand the Apron. As part of the Apron expansion, the fuel systems located on the north side of the Apron (shown in the attached exhibit) need to not only be relocated, but they also need to be replaced. With the timing of the Apron Expansion, the City sees this as a great opportunity to replace the aging fuel system infrastructure when relocating it to the new location.

The MoGas above ground fuel tank, pump, and dispenser are over 35 years old. The tank is full of rust and corrosion and is beyond capability of repair. The age and defects of the tank present a significant liability to the City, lending to the high need to replace these systems. In addition, the fuel pump and dispenser for this system are no longer serviceable and the parts needed to repair the system are no longer available. Finally, the filter system in the dispenser does not meet the current standards.

The AvGas fuel pump and dispenser are over 30 years old and the airport acquired them as used products, originally. They too are no longer serviceable as parts are no longer available to fix them. In addition, the meter on this dispenser no longer works correctly.

This fuel infrastructure is extremely vital to the airport and City as it ensures 24 hour fuel sales when airport staff are not available to fuel aircraft on site. This new, reliable equipment will allow pilots to refuel their airplanes at any time of day. The City does not have the means to replace these systems themselves and would be greatly appreciative of any assistance KDOT Aviation can provide to relieve the cost burden of replacing the MoGas and AvGas fuel tanks/dispensing systems.

Please note: The City of Emporia is committed to making this project happen and is willing to increase their match to 20% of the total project cost to boost the application's feasibility. The application is based on an 80% KDOT / 20% City split.



Lochner 16717 College Boulevard | Lenexa, Kansas 66219 P 816.945.5840 | www.hwlochner.com	FUEL SYSTEM RELOCATION ASSISTANCE			SHEET 1
	DESIGNED BY IJW	DRAWING NAME EMPORIA FY26 KAIP	PROJECT NO.	
	CHECKED BY	SCALE NOT TO SCALE	REVISION DATE	ISSUE DATE 01/08/2025

Existing MoGas Dispenser

Existing MoGas Tank

<u>Existing AvGas Dispenser</u>

Proposed System Details

Section # 1: Summary Quotation & Photographs of Aviation Fuel Above Ground Pumping System

8,000 Gallon Tank with a Dispenser Style Fueling System

10k 200 GPM Avgas with Card Reader and Roll-Up Door

12k – Stainless Steel Enclosure Cabinet and Side Mount Platform-Ladder

Section # 1-A: Listing of Standard Equipment on a 22 GPM Avgas Overwing System

General Description	22 GPM AVGAS Pumping Skid
System Configuration:	The System is Designed to Fuel Avgas Fuel Directly in-to Plane at 22 GPM. *The System Requires a PTO Delivery (off-loading) into the Tank From the Transport Truck.*
Pumping System:	Wayne Dispenser with FE Petro 1-1/2 HP - **1 Ph** Explosion Proof Motor Submersible Pump, Mechanical Leak Detector, Meter, Two Stage Solenoid Valve, Pulser and Larger Numerical Display. *(pic 1)*
Tank Information:	2,000 Gallon Flameshield Double wall ***Internally Epoxy Coated Tank***. 1 – 30" Bolted Manway. Pressure/ Vacuum Vent and Primary and Secondary Emergency Vents. Floating Suction with Stainless Steel Cable and Anti-Siphon Valve Sump Water Removal System Including, Integral Welded Piping, Hand Operated Sampling Pump and Anti-Siphon Valve. Volumetric Gauge Read in Feet and Inches with High Level Alarm. Visually Inspected Interstitial Leak Gauge Mounted on Top of Tank.
Piping Configuration:	All Piping is Schedule 10 Stainless Steel.
Filtration:	Current Edition Filter with differential pressure gauge, filter element cartridge, Millipore test ports, and drain valve.
Loading Hose:	Electric Rewind Single Wrap Hose Reel with 1" x 50' of API 1529 Aviation Fueling Hose and an OPW295SA Overwing Fueling Nozzle.
Off-Loading:	5 Gallon top mounted spill container with High-Level Shut-Off Set at 95% of Tank Capacity 2" Camlock Adapter, Lockable Aluminum Dust Cap, Spring Rewind Grounding Reel with 100 Feet of Coated Stainless Steel Cable and Clamp.

GARSITE

Section # 2-A: Listing of Optional Equipment Available on a 22 GPM Overwing System				
Item	**Qty**	**General Description**	**Unit Price**	**Yes or No (Circle Y or N)**
		Pumping Skid Options		
A	*	**Fire Shutoff Valve:** with fusible link that closes when exposed to temperatures in excess of 165 degrees. ***Required to meet NFPA 407***	Included	Yes
B	*	**Fire Rated Ball Valves:** Stainless Steel API 607 "full port" fire-rated ball valves on the tank suction and fill lines	$ 2,091	Y or N
C		**Filter Vessel Sump Heater**: Prevents ice build-up in the filter vessel sump *(**Required to meet NFPA 407** -in locations that develop temperatures below freezing)*	Included	Yes
D		**Card Reader Set-Up:** Add pulsar and two-stage valve for credit card systems	Included	Yes
E		**QT Pod Model 4000 Card Reader System:** – Includes Start-up if performed at In-Service below and one year base subscription *(One hose controller, Ethernet connection, All weather cover, surge suppressor, solid state relay and Base 1 year subscription)*	$ 22,389	Y or N
F		**Start-up by a Garsite Trained Technician:** Have a trained technician at start-up *(additional time $1,000/day + expenses)*	Included (1 day)	Yes
	*	(Recommended Options For Your System)		

GARSITE

Section # 1: Summary Quotation & Photographs of Aviation Fuel Above Ground Pumping System

8,000 Gallon Tank with a Dispenser Style Fueling System

10k 200 GPM Avgas with Card Reader and Roll-Up Door

12k – Stainless Steel Enclosure Cabinet and Side Mount Platform-Ladder

Section # 1-A: Listing of Standard Equipment on a 22 GPM Mogas Overwing System

General Description	22 GPM Mogas Pumping Skid
System Configuration:	The System is Designed to Fuel Mogas Fuel at 22 GPM. *The System Requires a PTO Delivery (off-loading) into the Tank From the Transport Truck.*
Pumping System:	Wayne Dispenser with FE Petro 1-1/2 HP - **1 Ph** Explosion Proof Motor Submersible Pump, Mechanical Leak Detector, Meter, Two Stage Solenoid Valve, Pulser and Larger Numerical Display. *(pic 1)*
Tank Information:	550 Gallon Flameshield Double wall tank. Pressure/ Vacuum Vent and Primary and Secondary Emergency Vents. Suction Stub in tank. Water Removal System Including, Integral Welded Piping, Hand Operated Sampling Pump and Anti-Siphon Valve. Volumetric Gauge Read in Feet and Inches with High Level Alarm. Visually Inspected Interstitial Leak Gauge Mounted on Top of Tank.
Piping Configuration:	All Piping is Schedule 10 Stainless Steel.
Filtration:	Current Edition Filter with differential pressure gauge, filter element cartridge, Millipore test ports, and drain valve.
Loading Hose:	Electric Rewind Single Wrap Hose Reel with 1" x 50' of API 1529 Aviation Fueling Hose and an OPW295SA Overwing Fueling Nozzle.
Off-Loading:	5 Gallon top mounted spill container with High-Level Shut-Off Set at 95% of Tank Capacity 2" Camlock Adapter, Lockable Aluminum Dust Cap, Spring Rewind Grounding Reel with 100 Feet of Coated Stainless Steel Cable and Clamp.

GARSITE

Section # 2-A: Listing of Optional Equipment Available on a 22 GPM Overwing System

Item	Qty	General Description	Unit Price	Yes or No (Circle Y or N)
		Pumping Skid Options		
G	*	**Fire Shutoff Valve:** with fusible link that closes when exposed to temperatures in excess of 165 degrees. ***Required to meet NFPA 407***	Included	Yes
H	*	**Fire Rated Ball Valves:** Stainless Steel API 607 "full port" fire-rated ball valves on the tank suction and fill lines	$ 2,091	Y or N
I		**Filter Vessel Sump Heater**: Prevents ice build-up in the filter vessel sump ***(Required to meet NFPA 407*** *-in locations that develop temperatures below freezing)*	Included	Yes
J		**Card Reader Set-Up:** Add pulsar and two-stage valve for credit card systems	Included	Yes
K		**Wayne Dispenser:** If you do not need the Wayne dispenser you can deduct:	- $ 13 ,134	Y or N
L		**Start-up by a Garsite Trained Technician:** Have a trained technician at start-up *(additional time $1,000/day + expenses)*	Included (1 day)	Yes
	*	(Recommended Options For Your System)		

Section # 3-A: Summary Price Breakdown – Total Price on Garsite Fueling Systems

Item	Qty	General Description	Unit Price	*Options Pricing*
1	1	**Unit Price**: Garsite 22 GPM Avgas Overwing System	$ 144,190	
1	1	**Unit Price**: Garsite 22 GPM Mogas Overwing System	$ 115,969	
		ADD to System Pricing for Customer Chosen Options from #1-B		*$*
		UNIT PRICE, FOB KANSAS CITY, KS	**$**	*$*
Frt	1	**Estimated Freight**: FOB Origin to Emporia, KS- (pre-paid and added, off-loading by others)	$ 2,897	

GARSITE

EMP-Hosted Fly Kansas Tour

EMP-Hosted Fly Kansas Tour

EMP-Hosted Fly Kansas Tour

Commission Action Report

Lease Agreement with the FAA

Title:	Automated Surface Observing Systems Lease Agreement with the FAA
Agenda Date:	July 16, 2025
Presented By:	Julian Seaman, Assistant Airport Manager

Background:
The FAA needs a new lease signed for the use of space in the main terminal of the airport. We have had a continual lease for this space at the airport for over 40 years. The space used is an office area of 475 square feet. It houses the equipment for the Automated Surface Observing Systems (ASOS), which is the official weather station for the City of Emporia. It is also the vital weather information for the pilots using the Emporia Municipal Airport. This lease also includes space for an antenna on the roof of the terminal. This lease makes no changes to the uses or size of the required area. This lease is written by the US DOT and the FAA and has been reviewed by the Assistant City Attorney James Watson and advised for City Commission approval.

Discussion:
The US DOT & FAA would like to enter into an agreement with the City of Emporia to lease 475 square feet of building space in the airport terminal, for $277.08 per month for 9 years. There is also an option to extend for another 5 years at a rate of $290.94 per month.

Financial considerations:
This lease will generate $3,325.00 per year revenue for the Emporia Municipal Airport for the next 9 years.

Recommended action:
Authorize the City Manager to sign the lease agreement.

Attachments:
FAA Contract No. 697DCM-25-L-00120

ANTENNA & EQUIPMENT SPACE LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
CITY OF EMPORIA, KANSAS

FAA CONTRACT NO: 697DCM-25-L-00120
ATID/FACILITY TYPE: EMP / MULT
LOCATION: EMPORIA, KANSAS

1. **Preamble (09/2021) 6.1.1** This Lease for real property is hereby entered into by and between the CITY OF EMPORIA, KANSAS, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;

   Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

   Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permittor, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

   Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

   Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds DTFACN-16-L-00070 and all other previous agreements between the parties for the property described in this document.

4. **Lease Witnesseth (09/2021) 6.1.3** Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

5. **Leased Space Description (07/2022) 6.1.4** The Lessor hereby leases to the Government the following described premises;

   Approximately 475 square feet of equipment space, housing ASOS rack and other equipment, and workshop space, located in the Old Terminal Building, Emporia Municipal Airport, 1005 County Road 120, Old Emporia, Kansas 66801.

As shown on Floor Plan, marked as EXHIBIT A, which is attached hereto and made a part hereof.

6. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).
7. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.
8. **Term (09/2021) 6.2.3** To have and to hold, for the term commencing on October 1, 2021, and continuing through September 30, 2034, inclusive, provided that adequate appropriations are available from year to year for the consideration herein.
9. **Option(s) to Extend Term (09/2021) 6.2.3-4** The contract may, at the option of the Government, be extended beyond September 30, 2034, at the rental rate established in the "Consideration" clause herein. The extension shall be upon the terms and conditions herein specified and no extension shall extend beyond September 30, 2039. The Government shall notify the contractor in writing, no later than 60 before the expiration of the Lease term including all options exercised, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of said term. Any extension exercised by the Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.
10. **Consideration (07/2023) 6.2.4**
    A. The Government shall pay annual rent, in the amount of $3,325.00 payable in monthly installments in arrears, in the amount of $277.08 monthly (installments may vary based on rounding).

Effective Date	Rental Rate per rentable square feet	Approximate Square Feet	Monthly Rent	Annual Rent	Total Rent Paid
10/1/21 - 6/30/25	$6.95	475	$275.00	$3,300.00	$12,375.00
7/1/25 - 9/30/34	$7.00	475	$277.08	$3,325.00	$14,131.25

Annual rent for the five-year option period, effective October 1, 2034, through September 30, 2039, shall be calculated at a 5% increase per rentable square foot as shown in the following table:

Effective Date	Rental Rate per rentable square feet	Approximate Square Feet	Monthly Rent	Annual Rent	Total Rent Paid
10/1/34 - 9/30/39	$7.35	475	$290.94	$3,491.25	$17,456.25

B. Payments shall be made in arrears without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this contract. Payments shall be considered paid on the day an electronic funds transfer is made.

C. MONTHLY payment shall be made in full to: The City of Emporia, Kansas.

D. The parties acknowledge that the Government has paid rent for the premises under prior Lease No. DTFACN-16-L-00070 at the monthly amount of $275.00 while in holdover status.

11. **Termination (01/2023) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.

12. **Excuse (09/2021) 6.2.5-3**
A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.
B. Permissible causes for excuse are:
i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),
ii. acts of the public enemy,
iii. acts of the Government in either its sovereign or contractual capacity,
iv. pandemic, epidemic, or quarantine restrictions,
v. strikes, and
vi. freight embargoes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor.
C. Excuse will not be granted when:
i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she could not perform in accordance with the requirements of the Lease contract;
ii. the conditions of the property prevent performance;
iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or
iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.
D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.

13. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the

same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

14. **Lease/Rent Commencement (09/2021) 6.2.10** The Government shall issue a Supplemental Agreement, to establish the lease/rent commencement date after the acceptance of space, if different from the date previously established in the lease. The rent commencement date shall be the date that the leased premises are accepted in writing by the Government. The Government shall not be required to commence rent prior to acceptance of the space by the Government.

15. **Holdover (07/2023) 6.2.12** If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

16. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.

    A. **Interest (09/2021) 6.3.0-1**
    B. **Officials Not To Benefit (09/2021) 6.3.0-2**
    C. **Assignment of Claims (09/2021) 6.3.0-3**
    D. **Contracting Officer's Representative (09/2021) 6.3.0-4**
    E. **Contingent Fees (09/2021) 6.3.0-5**

17. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties and memorialized in a Supplemental Agreement.

18. **Changes (07/2023) 6.3.8**
    A. The RECO may at any time, by written order via Supplemental Agreement, make changes within the general scope of this Lease in any one or more of the following:
    i. Work or services;
    ii. Facilities or space layout;
    iii. Amount of space/land;
    iv. Any other change made within the scope of this lease.
    B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the following:

i. An equitable adjustment in the rental rate;
ii. A lump sum equitable adjustment;
iii. An equitable adjustment of the annual operating costs per rentable square foot; or
iv. An adjustment to the delivery date.
C. The Lessor must assert its right to an adjustment by written proposal under this clause within thirty (30) days from the date of receipt of the change order. Lessor's request must include all documentation necessary to validate his/her right to an adjustment.
D. Nothing in this clause excuses the Lessor from proceeding with the change as directed.
E. Absent written supplemental agreement the Government is not liable to the Lessor under this clause.

19. **Failure in Performance (09/2021) 6.3.16** In the event the Contractor fails to perform a service, provide an item, or satisfy a requirement under this Contract, the Government may:
A. perform the service, provide the item, or satisfy the requirement itself, and abate the rent by its actual costs (including administrative costs) incurred in doing so,
B. not correct the Contractor's performance and abate the rent by an amount reasonably calculated to approximate the decreased value of the Contract arising from the Contractor's failure to perform, or
C. pursue termination of the contract under the "Termination" clause(s) in this Contract.

20. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

21. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.

22. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

23. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenantable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor and no further rental will be due. The Government shall have no duty to pay rent while the premises are unoccupied.

24. **Delivery and Condition (09/2021) 6.3.27** Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit by the agreed upon occupancy date. The Government reserves the right to determine when the space is ready to occupy, and to assess damages in the event the occupancy date is not met.

25. **Interference (09/2021) 6.3.28** In the event that FAA operations interfere with the Contractor's facility, the Contractor must immediately notify the RECO. The FAA will begin assessment of interference immediately upon notification.
    If the Contractor or its facility interferes with the FAA's equipment and the Contractor either knows of, or is notified by the FAA, of the interference, the Contractor will immediately remediate the interference at its own cost.
    Notification under this clause must include the following information, if known:
    A. type of interference,
    B. the commencement date of the interference, and
    C. the root cause of the interference.

26. **Alterations (09/2021) 6.3.29** The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, alterations or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.

27. **Hold Harmless (01/2024) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

28. **Compliance with Applicable Laws (09/2021) 6.3.31** The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.
    The Government will comply with all federal, state, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.

29. **Examination of Records (09/2021) 6.3.32** The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative of either shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

30. **Subordination, Nondisturbance and Attornment (09/2021) 6.3.33**
    A. The Government agrees, in consideration of the warranties and conditions set forth in this clause,

that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this contract. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as the contractor may reasonably request to evidence further the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this contract.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

31. **Change of Ownership/Novation (07/2023) 6.3.34-1**

A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor shall notify the Government within five days of the transfer of title/change of name.

B. The Government and the Lessor must execute a Supplemental Agreement acknowledging the transfer of title or name change.

C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Supplemental Agreement.

D. The RECO may request additional information (e.g., copy of the deed, bill of sale, certificate of

merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer.
E. If the RECO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.
F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" and complete all required representations and certifications within SAM and the "Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment" in this contract.
G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Supplemental Agreement incorporating the Novation Agreement. The Supplemental Agreement will not be issued until the Government has received all information reasonably required by the RECO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.

32. **Sublease (09/2021) 6.3.35** The Government reserves the right to sublease the space covered under this Lease to another agency or private party. In subleasing this space to another party, the Government is not relieved from its responsibilities under the terms of this Lease unless otherwise agreed upon with the Lessor.

33. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.

34. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.

35. **Inspection of Leased Premises (09/2021) 6.3.38** To ensure a safe and healthy work environment for government employees, agents, and assigns, and to ensure the Contractor's performance under this contract, the Government at all times and places during the term of the contract has the right to:
A. inspect the leased premises and all other areas of the building to which access is necessary,
B. test all performance requirements under the contract, and
C. perform any necessary sampling and evaluation to ensure contract compliance.
If inspection reveals a contractual non-conformance, then the Government may require the Contractor to perform in accordance with the contract requirements at no increase in contract amount or the Government, in its sole discretion, may perform the work itself in accordance with the "Failure in Performance" clause of this Contract.

The presence or absence of a government inspection does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the contract without the RECO's written authorization.

36. **Contract Disputes (09/2021) 6.3.39**

A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

C. Contract disputes are to be in writing and shall contain:

i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

ii. The contract number and the name of the Contracting Officer;

iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

iv. All information establishing that the contract dispute was timely filed;

v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and

vi. The signature of a duly authorized representative of the initiating party

D. Contract disputes shall be filed at the following address:

i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
600 Independence Avenue SW., Room 2W100
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW
Washington, DC 20591
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or
Telephone: (202) 267-3290
Facsimile: (202) 267-3720
Alternate Facsimile: (202) 267-1293; or

ii. Other address as specified in 14 CFR Part 17.

E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.
F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.
G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.
H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.
I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.
J. Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA website at http://www.faa.gov.

37. **Organizational Conflict of Interest (01/2023) 6.3.47**
A. The offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (T3.1.7)", or that the Contractor has disclosed all such relevant information.

B. The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor must make a full disclosure in writing to the Contracting Officer. The disclosure must include a mitigation plan describing actions the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest which may necessitate disclosure.

C. The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer, cannot be avoided, or mitigated.

D. The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

E. The Contractor further agrees to insert provisions which must conform substantially to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

38. **System for Award Management - Real Property (04/2022) 6.4.1-1**

(a) Definitions. As used in this clause:
"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the Unique Entity Identifier (UEI) or the Electronic Funds Transfer indicator, into the SAM database.
"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.
"Unique Entity Identifier (UEI)" (also known as the Unique Entity ID) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing Unique Entity Identifiers.
"Electronic Funds Transfer indicator" means a 4-characher suffix to the Unique Entity Identifier. This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
"Contractor" is synonymous with "Offeror" "Lessor" or "Grantor" for real property leases, easements, or other contracts.

(b)(1) By submission of an offer, the Contractor acknowledges the requirement that a prospective awardee will be registered in the SAM database prior to award, during performance, and through final payment of any contract.
(2) The Contractor must enter, in the space below, the contractor's UEI that identifies the Contractor's name and address exactly as stated in the offer. The UEI will be used by the RECO to verify that the Contractor is registered in the SAM database.
UEI: T7NAKS96JF29
(c) If the Contractor does not have a UEI, it should contact www.sam.gov directly to obtain one. The Contractor should be prepared to provide the following information:
(1) Company* legal business name.
(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(3) Company Physical Street Address, City, State, and Zip Code.
(4) Company Mailing Address, City, State and Zip Code (if separate from physical).
(5) Company Telephone Number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

* Individual (non-corporate) lessors/grantors of real property that are not normally in the business of leasing real property should consider leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as a sole proprietor when providing this information to www.sam.gov.

(d) If the offeror does not become registered in the SAM database in the time prescribed by the RECO, the RECO may proceed to award to the next otherwise successful registered offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of the solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after initial registration, the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i)If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor must provide the responsible RECO a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;
(B) Comply with the requirements of AMS regarding novation and change-of-name agreements; and
(C) Agree in writing to the timeline and procedures specified by the RECO. The Contractor must provide the RECO notification and sufficient documentation to support the legally changed name and then execute the appropriate supplemental agreement provided by the RECO to document the name change.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement/supplemental agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the Payment by Electronic Funds Transfer- System for Award Management clause of this contract.

(2) The Contractor must not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees must be separately registered in the SAM database. Information provided to the

Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the Payment by Electronic Funds Transfer-System for Award Management clause of this contract.
(h) Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.sam.gov or by calling 866-606-8220.

39. **Payment by Electronic Funds Transfer- System for Award Management (09/2021) 6.4.2-1**
A. Method of payment.
i. Unless waived by the RECO, all payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (A)(ii) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
ii. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:
a. Accept payment by check or some other mutually agreeable method of payment; or
b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (D) of this clause).
B. Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor must be responsible for providing the updated information to the SAM database.
C. Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
D. Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
E. Liability for uncompleted or erroneous transfers.
i. If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for
a. Making a correct payment;
b. Paying any prompt payment penalty due; and
c. Recovering any erroneously directed funds.
ii. If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and
a. If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
b. If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph (D) of this clause will apply.

F. EFT and prompt payment. A payment will be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

G. EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor must require as a condition of any such assignment, that the assignee must register separately in the SAM database and will be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

H. Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

I. Payment information. The payment or disbursing office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (A) of this clause, the Government will mail the payment information to the remittance address contained in the SAM database.

40. **Work Performance (09/2021) 6.5.2** All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the RECO. The RECO retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated unacceptable performance in connection with work carried out in conjunction with this Lease. In the event of such rejection, the Lessor shall offer substitute/replacement workers, subject to the approval of the RECO.

41. **Installation of Antennas, Cables & Other Appurtenances (09/2021) 6.5.18** The Government shall have the right to install, operate and maintain antennas, wires and supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

42. **Doors (09/2021) 6.6.1** Exterior doors must be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The Lessor must furnish the Government at least two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors must conform to NFPA Standard No. 80. As designated by the Government, doors must be equipped with non-

removable hinge pins, and locks with 7-pin removable cores. The Government shall provide cores. Locks, locking arrangements and latches must be in accordance with local building and fire codes, as well as OSHA 29 CFR 1910.

43. **Display Advertising (09/2021) 6.6.7** If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the RECO.

44. **Erection of Signs (07/2022) 6.6.8** The Government has the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility or to post Government policies, rules, and regulations. Signs so erected will remain the property of the Government and will be removed from the premises upon termination of the lease.

45. **Seismic Safety for Equipment (09/2021) 6.6.12** All Lessor-installed equipment, either Government provided, or Lessor provided, shall be installed in strict accordance with the latest available edition of the International Building Code (IBC) at the time of execution of this contract and the DOT Specification FAA-G-2100H to ensure proper anchoring to protect personnel during a seismic event.

46. **Services, Utilities, and Maintenance of Premises (10/2022) 6.7.1-1** The Lessor will maintain the demised premises, including but not limited to, the building grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in a good, clean and tenantable condition. Utility and maintenance services supplied to space that houses technical equipment will be supplied 24 hours per day, seven days per week.

    The Government has unlimited access to the leased premises 24 hours per day, seven days per week, including, as applicable, the access to and use of electrical services, toilets, and lights at no additional cost. Such access allows the Government to service Government-owned technical equipment, or to perform other mission-critical related duties, as it determines necessary in its sole and absolute discretion. The Government has the right to use appurtenant areas and facilities for essential duties.

    In addition to such other services as are set forth elsewhere in this Contract, the Lessor will provide the following:
    A. Electricity
    B. Initial and replacement lamps, tubes and ballasts
    C. Heat, minimum 50 degrees Fahrenheit
    D. Snow Removal
    E. Ground Maintenance
    D. Exterior and interior door locks and hardware – designed to accept 7-pin removable cores supplied by the Government

    The Government uses a wall-mounted air conditioning unit and contracts directly for electric service, which is separately metered.

47. **Utilities not provided by the Lessor (10/2022) 6.7.1-2** If the cost of utilities is not included as part of the rental consideration, the Lessor must specify which utilities are not included. For those utilities that are not included as part of the rental consideration, the Lessor will provide separate meters for utilities to be paid for by the Government. Proration is not permissible. Prior to occupancy by the Government, the Lessor will furnish the RECO written verification of the meter numbers and

certification that these meters will measure FAA usage only. The Lessor will notify the RECO of any changes in meter numbers or meter configuration during FAA occupancy.

48. **Fall Protection (09/2021) 6.8.4** The Contractor must ensure proper fall protection safety systems are in place for all work areas where Government personnel are required to perform work at four feet or more above the next lowest level on fixed ladders and within access points to elevated work areas in accordance with FAA Order 3900.19, FAA Occupational Safety and Health Policy, 29 CFR 1910, Occupational Safety and Health Standards (General Industry), 29 CFR 1926 Subpart M, Safety and Health Regulations for Construction, and applicable regulatory required American National Standard Institute (ANSI) Standards. All such elevated work surfaces (platforms, catwalks, roofs, etc.) must have OSHA compliant guardrails, railings, toe boards and/or parapets where applicable to meet OSHA and ANSI requirements as referenced herein.

49. **Environmental and Occupational Safety and Health (EOSH) Requirements (09/2021) 6.8.5** The Contractor must provide space, services, equipment, and conditions that comply with the following EOSH standards:

    A. 29 CFR 1910, Occupational Safety and Health Administration (OSHA) Standards (General Industry)
    B. 29 CFR 1926, Safety and Health Standards (Construction)
    C. National Fire Protection Association (NFPA) 101, Life Safety Code
    D. FAA Order 3900.19, FAA Occupational and Health Policy
    E. FAA Standard HF-STD-001, Human Factors Design Standard
    F. National Fire Protection Association (NFPA) 70, National Electrical Code, and NFPA 70E, Electrical Safety in the Workplace
    G. Local and state EOSH regulations
    H. Local and state fire codes and building codes.
    Federal, state and local EOSH (OSHA and EPA) standards and building codes must be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance activities or testing done in or on the leased premises and areas connected to or integrated with the premises. Additionally, whenever FAA standards require work processes or precautions to be provided, the Contractor will coordinate with the FAA before and during the work so that the proper requirements are met.

    Any equipment designed, installed, or used that presents a potential safety hazard shall be marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags, FAA HF-STD-001, Human Factors Design Standard, Chapter 12.16, Safety Labels and Placards, American National Standards Institute (ANSI) Standard Z535.4, Product Safety Signs and Labels, and FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.

50. **Warranty of Space (09/2021) 6.8.13** The contractor warrants that all space leased to the Government under this contract complies with federal, state, and local regulations. The space is not limited to that set forth in this contract, but also includes space above suspended ceilings in the leased space, air plenums elsewhere in the building that service the leased space, engineering spaces

in the same ventilation zone as the leased space, public spaces in the same ventilation zone as the leased space, and public spaces and common use spaces (e.g., lobbies, hallways).

51. **Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023) 6.9.5**
(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening.
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.
(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5).
(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5). This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility

into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:
(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

52. **Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1**
(a) Definitions. As used in this provision, "covered telecommunications equipment or services" has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment" clause in this contract.
(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for covered telecommunications equipment or services.
(c) Representations.
1. The offeror represents that it ______ does, ______ does not **provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____________ does, ______________ does not **use** covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

53. **Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2** NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:
(a) Definitions. As used in this provision--
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
Nothing in this prohibition will be construed to—

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.
Nothing in this prohibition will be construed to-
(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that that it [ ] does, [ ] does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates "does".

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-
If the Offeror has responded "will" in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—
(1) For covered equipment
(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded "does" to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment
(i)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.
(4) For covered services-
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

54. **Cooperation with Defensive Counterintelligence Program Requirements (DCIP) (09/2021) 6.9.6**

a. The FAA's Defensive Counterintelligence Program (DCIP) (AXI-310) detects, deters, and denies illicit human and technical intelligence collection activities as well as addressing other national security concerns. Such activities and concerns include, but are not limited to, activities conducted by, on behalf of, or otherwise supporting, foreign governments or elements thereof; entities or individuals that meet the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801; foreign organizations; foreign persons; international terrorist organizations or activities; or agents of any of the foregoing; or any other individuals or entities acting on behalf of, or otherwise in support of, any of the foregoing, against the FAA, its employees, facilities, equipment, systems, networks, operations, and information.
b. Consistent with FAA Order 1600.84 FAA Defensive Counterintelligence Program, the contractor is required to cooperate to the fullest extent possible in the following requirements:

1) Any authorized DCIP inquiry or Counterintelligence (CI) investigation connected with this contract requested by the FAA Office of Security and Hazardous Materials Safety (ASH) to include granting authorized ASH or outside investigative department or agency personnel access to contract information, records or contractor personnel;
2) All applicable FAA security requirements as required under the contract consistent with FAA policy and applicable Federal law;
3) When requested by the DCIP, and necessary to protect Controlled National Security Information (CNSI), Sensitive Unclassified Information (SUI), or otherwise protected information, contractor employees must sign a Defensive Counterintelligence Program Non-Disclosure Agreement (NDA) prior to being briefed on any information pertaining to a DCIP inquiry, CI investigation by another Department or Agency, or any other matter related to the DCIP. The NDA is located in Appendix C of the Order and in AMS Procurement Forms. Contractor employees are exempt from acknowledging any language in the NDA associated with unauthorized disclosure of received information that subjects FAA employees to personnel actions specified in the Human Resources Policy Manual (HRPM) Volume 4: Employee Relations ER-4.1 (4) and applicable collective bargaining agreements.
4) Contractors must first coordinate with the DCIP at ASH-CI-Notify@faa.gov before contacting

any law enforcement or investigative agencies on any known or suspected counterintelligence or other national security concern described in Paragraph 1 of FAA Order 1600.84.
5) Contractors must notify the DCIP as soon as possible if any law enforcement or investigative agency contacts them directly on any matter covered by FAA Order 1600.84. If an employee receives a direct request from an outside law enforcement or investigative agency for evidence related to a counterintelligence or other national security concern as described in Paragraph 1 of FAA Order 1600.84, the employee will refer the law enforcement or investigative agency to AXI-310.
6) Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO or their designee if their employees observe any of the following-
a) Suspected or known acts of foreign intelligence collection activity against the FAA or its employees, systems, networks, operations, facilities, equipment, or information;
b) Suspected or known espionage (See Appendix A of FAA Order 1600.84 for definition);
c) Suspected or known unauthorized disclosure of CNSI, SUI, or otherwise protected information in the possession of the FAA by a FAA employee to a foreign government or element thereof, a foreign organization, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, or any other individual or entity acting on behalf of or otherwise supporting any of the foregoing; or
d) Suspected or known theft, unauthorized disclosure, or unauthorized amassing of CNSI, SUI, or otherwise protected information in the possession of the FAA known or suspected to be for the purpose of conveying it to a foreign government or element thereof, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign organization, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, any other individual or entity acting on behalf of or otherwise supporting any of the foregoing, or an unknown recipient, or statements of intent by an FAA employee to engage in any such actions. SUI or otherwise protected unclassified information whose theft, unauthorized disclosure, or unauthorized amassing, for the purposes described in the preceding sentence, is of concern includes, but is not limited to:
i. Non-public information from an official FAA data network or information;
ii. Imagery;
iii. Technical specifications;
iv. Trade secrets;
v. Proprietary information;
vi. Sensitive Security Information (SSI); and
vii. Any other SUI
e) Activities similar to those described in paragraphs b(6)(a)-(d) by, on behalf of, or otherwise supporting, potential lone wolf actors, malicious insiders, or transnational organizations of a national security concern.

If notification of the CO or their designee is not feasible owing to the CO and/or their designee being one of the suspicious actor(s), the contractor must notify the DCIP directly at the above email address if they observe any of the above activities.
7) Elicitation attempts. Elicitation is the strategic use of conversation to extract information from people without giving them the feeling they are being interrogated. It is a technique used to

discreetly gather information. It is a conversation with a specific purpose: collect information that is not readily available and do so without raising suspicion that specific facts are being sought. The conversation can be in person, over the phone, or in writing.

Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO and/or their designee if their employees experience any known or suspected direct (e.g., personal encounter or telephone) or indirect (e.g., electronic or written communication) elicitation or attempted elicitation of CNSI, SUI, or otherwise protected information in the possession of the FAA by any suspicious entity or person, regardless of ethnicity, nationality, or FAA employment status, as soon as possible, but no later than 12 hours after the time of the incident, initial detection, or receipt of report, as applicable, or the next business day if the incident, initial detection, or receipt of report, as applicable, occurs on a weekend or holiday. Contractors must report these incidents regardless of where, when, or how the contact took place, or whether the employee was on or off duty. Suspicious activities include, but are not limited to:
a) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking access to or disclosure of any CNSI, SUI, or otherwise protected information in the possession of the FAA for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
b) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking specific information about an FAA employee's official duty responsibilities, work projects, access to information, security clearance, travel plans, coworkers' identities, or Information Technology (IT) system credentials for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
c) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking unauthorized access to FAA employees, equipment, operations, systems, information, facilities, or networks, including through a Personal Electronic Device (PED);
d) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, introducing, or seeking to introduce, unauthorized digital media or software into any FAA equipment, facilities, systems, or networks, including through a PED;
e) Offers of compensation, gifts, or favors in exchange for FAA information or access to such information, regardless of medium; or access to FAA employees, equipment, operations, facilities, systems, or networks;
f) Threats, attempts to coerce, or attempts to exploit any FAA employee by a known or suspected foreign or foreign-affiliated person, or by an unknown or unfamiliar person, in order to illicitly acquire FAA information or access to FAA employees, equipment, operations, facilities, systems, information, or networks;
g) Solicitation by any person of FAA information for which they do not meet the applicable access requirements or that is outside the scope of their official duties;
h) A request by any person for access to FAA employees, facilities, equipment, operations, systems, information, or networks for which they do not meet the applicable access requirements or that is outside the scope of their official duties; and
i) Suspicious or unexplained contact by any person with an FAA employee, where the person has

suspicious or unexplained knowledge of the employee.

Unless requested by ASH, contractors must not disclose an elicitation attempt of the nature described above, in any other manner than to report the attempt to the CO or their designee and request that they report it to the DCIP. If that is not feasible, or if the CO or their designee are the suspicious actor(s), contractors may make these reports directly to the DCIP at the above email address. Contractors must not take any actions on their own initiative, as doing so may interfere with a DCIP inquiry or CI investigation.
c. Failure to cooperate with any of the activities under section (b) above may be considered by the FAA to be a material breach of the contract.
d. The Contractor is responsible for ensuring that the provisions of this clause flow down to its subsidiaries, subcontractors, and consultants performing this contract.

55. **Access Limitation for High-Security Leased Space (07/2023) 6.9.7-1**
a. Definitions. As used in this clause–

Financing means the process of raising or providing funds through debt or equity for purposes of meeting the requirements of the Lease, including, but not limited to, acquisition, maintenance, and construction of, or improvements to, the Property.

Foreign entity means a:
i. Corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group that is headquartered or organized under the laws of a country that is not the United States or a state, local government, tribe, or territory within the United States; or
ii. Government or governmental instrumentality that is not the United States Government.

Foreign person means an individual who is not:
i. A United States citizen; or
ii. An alien lawfully admitted for permanent residence in the United States.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror or Lessor, or that owns or controls one or more entities that control an immediate owner of the offeror or Lessor. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror or Lessor, that has direct control of the offeror or Lessor. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) Timing. The Offeror or Lessor shall complete this representation when submitting a proposal. If the Offeror is the successful awardee, the Offeror (now Lessor) shall review, update, and provide this representation on an annual basis, reflecting all changes to immediate owner, highest-level owner and financing during the preceding 1-year period, starting one year from the Lease Term Effective Date through final payment of any contract. If the Lessor intends to transfer the lease to a successor in interest, the Lessor shall submit this representation to the Real Estate Contracting Officer (RECO) with any request to novate the lease. The Offeror or Lessor is responsible for the currency, accuracy and completeness of the data disclosed, and for any liability resulting from the Government's reliance on inaccurate or incomplete data.

(c) Immediate owner.
(1) The Offeror or Lessor represents that it
☐does have an immediate owner.
☐does not have an immediate owner.

(2) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then enter the following information for the immediate owner. If the offeror or Lessor has more than one immediate owner (e.g., joint venture), then the offeror or Lessor shall provide the information for each entity.

Legal Name (do not use "doing business as" name"): ______________________________

Unique entity identifier (if available): ___________________________

(3) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation:

Is the immediate owner a foreign entity?: ☐ Yes or ☐No

(4) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation:
Is the immediate owner a foreign person?: ☐ Yes or ☐No

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (c)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical Address: ____

Country: ____

(d) Highest-level owner.
(1) The Offeror or Lessor represents that the immediate owner, if any,
☐is owned or controlled by another entity.
☐is not owned or controlled by another entity.

(2) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, indicating that the immediate owner is owned or controlled by another entity, then enter the following information for the highest-level owner.

Legal Name (do not use "doing business as" name"): ________________________________

Unique entity identifier (if available): ____________________________

(3) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation:

Is the highest-level owner a foreign entity?: ☐ Yes or ☐No

(4) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation:

Is the immediate owner a foreign person?: ☐ Yes or ☐No

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (d)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical Address: ____

Country: ____

(e) Financing entity.
(1) The Offeror or Lessor represents that the financing
☐does involve a foreign entity
☐does not involve a foreign entity

(2) The Offeror or Lessor represents that the financing
☐does involve a foreign person
☐does not involve a foreign person

(3) If the Offeror or Lessor indicates "does" in either paragraph (e)(1) or (2) of this clause, indicating foreign financing (as a foreign entity or foreign person), then enter the following information for the foreign financing (respond for each as applicable).

Legal Name (do not use "doing business as" name"): ________________________________

Unique entity identifier (if available): ____________________________

OFFEROR OR LESSOR NAME AND SIGNATURE:

NAME

SIGNATURE

56. **Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (04/2024) 6.9.8**

(a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the AMS Real Property Clause 6.9.8-1, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of AMS Real Property Clause 6.9.8-1, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) Procedures.
(1) The Offeror must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of AMS Real Property Clause 6.9.8-1 in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the "View FASCSA Orders" button from the SAM homepage (https://www.sam.gov) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.
(2) The Offeror must review the SIR for any FASCSA orders that are not in SAM but are effective and do apply to the SIR and resultant contract (see AMS Guidance T3.8.9.C.4.c.(2)(A)(ii)).
(3) FASCSA orders issued after the publication date of the SIR do not apply unless the order is subsequently added to the SIR via amendment.

(d) Representation. By submission of this offer, the offeror represents that it has conducted a "reasonable inquiry" (as defined in AMS Real Property Clause 6.9.8-1), and that the offeror does not propose to provide or use in response to this SIR any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the SIR was issued, except as waived by the SIR, or as disclosed in paragraph (e) Disclosures, below.

(e) Disclosures. The purpose for this disclosure is so the FAA may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror must provide the following information as part of the offer:
(1) Name of the product or service provided to the Government;
(2) Name of the covered article or source subject to a FASCSA order;
(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;
(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(6) Item description; and
(7) Reason why the applicable covered article or the product or service is being provided or used.

(f) FAA review of disclosures. The Contracting Officer will review disclosures provided in paragraph (e) Disclosures, to determine if any waiver may be sought. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

57. **Federal Acquisition Supply Chain Security Act Orders—Prohibition (04/2024) 6.9.8-1**
(a) Definitions. As used in this clause—
Covered article, as defined in 41 U.S.C. 4713(k), means—
(1) "Information technology," as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) "Telecommunications equipment" or "telecommunications service," as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.
FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):
(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.
National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.
Reasonable Inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.
Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.
Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.
Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.
(b) Prohibition.
(1) Unless an applicable waiver has been issued by the issuing official, Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

Yes X No ☐ DHS FASCSA orders

Yes ☐ No X DoD FASCSA orders

Yes ☐ No X DNI FASCSA orders

(2) The Contractor must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of this clause in the System for Award Management (SAM). Issued FASCSA Orders may be

identified by selecting the "View FASCSA Orders" button from the SAM homepage (https://www.sam.gov) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.
(3) The FAA may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the SIR and resultant contract.
(4) A FASCSA order issued after the publication date of the SIR applies to this contract only if added by an amendment to the SIR or by modification to the contract. However, see paragraph (c) of this clause.
(5) Contractor request for waivers.
(i) Required disclosures. If the contractor wishes to ask for a waiver of the requirements of an existing order identified in a SIR or contract for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor must disclose the following:
(A) Name of the product or service provided to the Government;
(B) Name of the covered article or source subject to a FASCSA order;
(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
(D) Brand;
(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(F) Item Description;
(G) Reason why the applicable covered article or the product or service is being provided or used;
(ii) FAA review of disclosures. The Contracting Officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.
(c) Notice and reporting requirement.
(1) During contract performance, the Contractor is required to:
(i) Comply with all FASCSA orders identified under paragraph (b) of this clause; and
(ii) Review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.
(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor must conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.
(3) If the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a covered source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause, the Contractor must submit a report to the Contracting Officer.
(4) The Contractor must report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c) of this clause:
(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;
(B) Order number(s), if applicable;
(C) Name of the product or service provided to the Government or used during performance of the contract;
(D) Name of the covered article or source subject to a FASCSA order;
(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
(F) Brand;
(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(H) Item description; and
(I) Any readily available information about mitigation actions undertaken or recommended.
(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
(A) Any further available information about mitigation actions undertaken or recommended.
(B) In addition, the Contractor must describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.
(d) Removal. Upon notification from the contracting officer, during the performance of the contract, the Contractor must promptly make any necessary changes or modifications to remove any covered article or any product or service produced or provided by a source that is subject to an applicable Governmentwide FASCSA order.
(e) Subcontracts.
(1) The Contractor must insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
(2) The Government may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor must notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the SIR that are not in SAM apply to the contract and all subcontracts.

58. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:
City of Emporia Kansas
104 E 5th Ave / P.O. Box 928
Emporia, Kansas 66801

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch, AAQ-940

10101 Hillwood Parkway
Fort Worth, Texas 76177-1524

59. **Signature Block (09/2021) 6.10.3**This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.
CITY OF EMPORIA KANSAS
By: ________________________
Print Name: ________________________
Title: ___________________
Date: ________________________

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
By: ________________________
Print Name: ________________________
Title: Real Estate Contracting Officer
Date: ________________________

ATTACHMENTS/EXHIBITS:

Number	Title	Date	Number of Pages
1	**EXHIBIT A**		**1**
2	**Certificate of Authorization**		**1**

Commission Action Report

Contract for Administrative Services
for CDBG Commercial Rehab Project at 417 Commercial Street

Title:	Contract for Administrative Services for CDBG Commercial Rehab Project at 417 Commercial Street
Agenda Date:	July 16, 2025
Presented By:	Mark Detter, Deputy City Manager

Background:

417 Commercial Street and its owners, Forde Gillett, LLC, were awarded a CDBG Grant for improvements to 417 Commercial Street. Garrett Nordstrom with Governmental Administrative Services will be performing the Grant Administration on the CDBG Grant associated with the project

Discussion:

Governmental Administrative Services is entering into a contract with the City of Emporia and Forde Gillett, LLC, for Grant Administration on the project. Forde-Gillette, LLC will be responsible for the costs of Grant Administration.

Financial considerations:

Governmental Administrative Services' costs for Grant Administration shall not exceed $35,000.00 and will be paid by Forde Gillett, LLC.

Recommended action:

Approve contract with Governmental Administrative Services and Forde Gillett for CDBG grant administration for Commercial Rehab project at 417 Commercial Street.

Attachments:
Grant Administration Contract for 417 Commercial Street Rehabilitation Project

CONTRACT FOR ADMINISTRATION SERVICES
FOR THE CITY OF EMPORIA, KANSAS
CDBG COMMERCIAL REHAB PROJECT
417 COMMERCIAL

THIS CONTRACT made this 16th DAY OF JULY 2025, between WESTERN CONSULTANTS, PO Box 187, Lawrence, Kansas 66044 (THE CONSULTANT), and the CITY OF EMPORIA, KANSAS (THE CITY).

WHEREAS, THE CITY is engaged in a CDBG Community Improvement project, and,

WHEREAS completion of this project requires the services of a qualified Administrator.

NOW, THEREFORE, THE CITY engages the services of THE CONSULTANT upon the following terms and conditions:

1. TERMINATION OF CONTRACT

   A. FOR CAUSE

If, through any cause, either party shall fail to fulfill, in a timely and proper manner, their obligations under this Contract, or if either party shall violate any of the covenants, agreements, or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract by giving written notice to the breaching party of such termination and specifying the effective date thereof. This notice shall not be less than fifteen (15) days prior to the effective date.

   B. FOR CONVENIENCE

The CITY may terminate this Contract, in whole or in part, at any time by written notice to THE CONSULTANT.

In event of termination, all finished or unfinished documents, studies and reports prepared by THE CONSULTANT, under this Contract, shall remain the property of THE CONSULTANT until THE CONSULTANT receives just and equitable compensation for any work satisfactorily completed hereunder, in accordance with this Contract, whereupon said documents, studies and reports shall become the property of THE CITY.

2. CHANGES

THE CITY may from time to time, request changes in the scope of services of THE CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of THE CONSULTANTS' compensation, which are mutually agreed upon by both parties shall be incorporated in written amendments to this Contract.

3. PERSONNEL

A. THE CONSULTANT represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of or have any contractual relationship with THE CITY.

B. All of the services required hereunder will be performed by THE CONSULTANT or under its supervision and all personnel shall be fully qualified to perform such services.

C. None of the work or services covered by this Contract shall be subcontracted without the prior approval of THE CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

D. Suspension and Debarment

1. THE CONSULTANT certifies that neither it nor any of its principals (as defined in 2 C.F.R. § 180.995) is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. THE CONSULTANT further certifies that it will not knowingly award a subcontract to any person or entity that is debarred, suspended, proposed for debarment, or declared ineligible for the award of Federal contracts.

2. Pursuant to the requirements of 2 C.F.R. Part 180, Subpart C, THE CONSULTANT agrees to check the Excluded Parties List System (EPLS) at www.sam.gov before entering into any subcontract to ensure that no subcontractor is debarred, suspended, or ineligible.

3. If, during the term of this contract, THE CONSULTANT or any of its principals becomes debarred, suspended, or declared ineligible, THE CONSULTANT agrees to immediately notify the contracting officer and take appropriate action, including possible termination of this contract.

4. Failure to comply with these provisions may result in the termination of the contract and any other legal remedies available to the Federal Government.

4. SERVICES OF THE CONSULTANT

Services outlined in this Contract are those necessary to effectively administer the project. The following summary of services is not intended to limit the scope of service but is intended to illustrate the work and services to be provided by THE CONSULTANT.

These services will include, but are not limited to the following:

- Preparation of reports and paperwork to be submitted to State agencies involved in the project.
- Perform necessary accounting procedures related to this project, until project is completed.
- Assist the City and contractors with adherence to Affirmative Action rules and regulations.
- Prepare documentation for procurement procedures.
- Review payment requests and check these against invoices.
- Process payment requests promptly.
- Prepare documentation relating to Release of Funds from State agencies involved.
- Prepare "No Significant Impact" certificate.
- Work closely with City staff throughout entire project.
- Attend Meetings that are project related.
- Report schedule changes to Governing Body.
- Assist City in project related public hearings required throughout the entire project.
- Work closely with all State agencies and furnish additional information they may request.
- Attend monitoring visits set up by State agencies.
- Perform additional duties as may be required.
- Assist City in securing qualified audit firm.
- Apply for any necessary time extensions.

- Provide proper close-out requested by State agencies involved in project.

- Assist the City in developing a financial management system which will meet State and local standards.
- Operate within Federal and State guidelines, specifically:

  <u>All Civil Rights Laws, Executive Orders and Regulations as listed in the attached Appendix A.</u>

- Comply with all applicable laws, ordinances, and codes for the State and Local governments.

- Will not discriminate against any employee or applicant for employment because of race, sex, creed, color, or national origin. THE CONSULTANT will take Affirmative Action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

  THE CONSULTANT agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY, setting forth the provisions of this non-discrimination clause.

5. <u>AUDIT</u>

THE CITY will be responsible for having the records relating to this project audited by a Certified Public Accountant at the completion of this project. The expense for this audit will be a responsibility of the CITY.

6. <u>INTEREST OF THE CITY'S GOVERNING BODY</u>

No member of the Governing Body of the CITY, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this Contract, and THE CONSULTANT shall take appropriate steps to ensure compliance.

7. <u>INTEREST OF THE CONSULTANT AND EMPLOYEES</u>

THE CONSULTANT covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest of its service hereunder. THE CONSULTANT further covenants that in the performance of this Contract no person having any such interest shall be employed.

8. FEES

THE CITY agrees to pay THE CONSULTANT a fee for the services outlined. **All administration fees will be paid directly to THE CONSULTANT by Forde Gillett, LLC.**

The fee, for these services, will be as follows:

Services will be billed at $150.00 per hour not to exceed $35,000.00 for the administration. If the project has an additional time extension past the projected 24-month completion date, and the $35,000.00 has been expended for administration hours worked, all additional work hours will be billed at the current accepted rate of $150.00.

In no way can the contract be changed without a written amendment approved by the CITY.

IN WITNESS WHEREOF, the parties have signed this Contract the day and year first mentioned above.

____
Mayor

ATTEST:______________________________
City Clerk

____
Forde Gillett LLC

Garrett Nordstrom
Garrett Nordstrom – Western Consultants

(SEAL)

APPENDIX A

SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS, AND REGULATIONS FOR PROFESSIONAL SERVICE CONTRACTS

CDBG grantees must ensure all project activities will be administered in compliance with all civil rights laws and regulations. The following are summaries of those parts of the civil rights laws and regulations applicable to CDBG activities for professional service contracts.

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, because of race, color, religion, sex (including gender, gender identity, sexual orientation, and sexual harassment), familial status, national origin, and disability. It also requires that all federal programs relating to housing and urban development be administered in a manner that affirmatively furthers fair housing.

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits federal contractors and subcontractors from discriminating against individuals with disabilities in employment, requiring them to take affirmative action to recruit, hire, promote, and retain qualified people with disabilities across all levels of employment; essentially, it mandates that companies doing business with the federal government must actively work to employ individuals with disabilities and provide equal employment opportunities for them.

Section 504 of the Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual shall, by reason of his or her handicap, be solely excluded from participation (including employment), denied program benefits, or be subjected to discrimination under any program or activity receiving federal assistance funds.

Americans with Disabilities Act (ADA) (P.L. 101-336; 42 U.S.C. 12101) ADA provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications. The ADA extends Section 504's mandate of non-discrimination based on disability to most of the private sector and to state and local government agencies not covered by section 504.

Architectural Barriers Act (ABA) of 1968, as amended, stipulates that all buildings which are (1) financed with Federal funds, and (2) intended for use by the pubic or which may result in employment or residence therein of physically handicapped persons, be designed and constructed in accordance with standards prescribed by the ABA to ensure that such buildings are fully accessible to and usable by handicapped individuals.

Section 109, Housing and Community Development (HCD) Act of 1974, as amended, provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

Kansas Act Against Discrimination. It is a policy of the State of Kansas that requires all employers, labor organizations, employment agencies, realtors, financial institutions, or other persons covered by this Act to assure equal opportunities and encourage every citizen regardless of race, religion, color, sex, age, physical disability, national origin, or ancestry, to secure and hold – without discrimination, segregation, or separation – employment in any field of work or labor for which they are properly qualified, the opportunity for full and equal public accommodations, and to assure full and equal opportunities in housing.

Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of or subjected to discrimination under, any program or activity receiving federal financial assistance.

Section 109, Housing and Community Development (HCD) Act of 1974, as amended, provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to Title I of the Housing and Community Development Act of 1974.

Executive Order 11246, as amended, provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in any phase of employment during the performance of federal or federally assisted construction contracts in excess of $10,000. The following civil rights requirements also apply to CDBG grantee performance: grantees shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin in all phases of employment during the performance of federal or federally-assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors on federal or federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or retirement advertising, layoff or termination, rates of pay or other forms of compensation and selection or training and apprenticeship. (**Executive Order 11375** amended Executive Order 11246 by adding sex as a protected category from discrimination in employment.)

E-Verify - CFR 52.222-54 requires federal contracts committing government contractors (subcontractors) to use the USCIS E-Verify system to verify that all the contractors' employees, (existing and new), directly performing work under federal contracts, are authorized to work in the United States.

Build America, Buy America (BABA) Act, 41 USC 8301 (2 CFR 184) Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. This agreement is for services related to a project that is subject to the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. Absent an approved waiver and following the guidance of phased implementation, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States.
This agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. While professional services are not subject to BABA, the Provider understands that they are responsible for ensuring that, absent a waiver by the Department of Housing and Urban Development, Provider shall not approve for use in this project, any iron, steel manufactured products, or construction materials unless such materials have been produced in the United Sates. Provider shall obtain all necessary compliance certificates for work that is within provider's scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Commission Action Report
Informational Items

Title: Informational Items

Agenda Date: July 16, 2025

Presented By: Trey Cocking, City Manager

Background:
This is an opportunity for the City Manager to present information to the public that may not be reported in other news accounts or City activities, or to highlight the organization's accomplishments.

Discussion:
At the time this Agenda was prepared, the following items were in the works for the tentative Agendas of the upcoming meetings on Wednesday, August 6, 2025.

Commission Meeting :

- Proclamation Recognizing August 14-17 as "The Wall That Heals Days" in Emporia
- Ordinance Adopting Standard Traffic Ordinance
- Ordinance Adopting Uniform Public Offense Code
- Resolution for CDBG Grant for Soccer Field Improvement
- Award Bid for Emporia Public Library Bathroom Remodel
- Ordinance for Joint Traffic Safety Committee
- Rezoning for Industrial Park IV
- Final Plat & PUD for Cedarbrook Meadows

Study Session :

- Budget Discussion

Commission Action Report
Executive Session

Title: Executive Session

Agenda Date: July 16, 2025

Recommended Action:
Recess into executive session for 25 minutes, inviting pertinent city staff to discuss confidential data of a third party relating to economic development. The justification for the executive session is provided by K.S.A. 75-4319(b)(4) to protect financial affairs and trade secrets of third parties. The open meeting will resume in this room at approximately __:_____ a.m./p.m.