CITY COMMISSION
WEDNESDAY, NOVEMBER 5, 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 Naming November 29th as Small Business Saturday
Accepted by: Jessica Buchholz, Community Development Coordinator for Emporia Main Street

Proclamation Recognizing November 2nd-8th as Animal Shelter Week
Accepted by: Vanessa Cowie, CEO for Prairie Paws Animal Shelter Inc.

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) **Appoint City Resident Representative to the Emporia/Lyon County Joint Traffic Safety Committee**
Presented by: Susan Brinkman, Commissioner & Tyler Curtis, Commission
Recommended Action: Approve the appointment of Eric Paul as the City Resident Representative to the Emporia/Lyon County Joint Traffic Safety Committee

2) **Reappoint Member to the Community Housing Board/Land Bank**
Presented by: Becky Smith, Vice Mayor and Susan Brinkman, Commissioner
Recommended Action: Approve the re-appointment of Carlos Garate to the Community Housing Board/ Emporia Land Bank

3) **Kansas Forest Service Grant for City Tree Removals**
Presented by: Tucker Eckols, Public Lands Assistant
Recommended Action: Approve acceptance of the Kansas Service Grant for City Tree Removals

4) **Resolution No. 3777 Adopting Policy 2-25 Legal Review of Complex or Ambiguous Legal Matters**
Presented by:

Recommended Action: Approve Resolution No. 3777 Adopting Policy 2-25 Legal Review of Complex or Ambiguous Matters

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

1) Commission Meeting Minutes for October 15, 2025
2) Resolution No. 3776 Requesting Reimbursement from Emporia Community Foundation Kahola Fund for the Fremont Park Bandstand
3) CDBG Grant Agreement with Kansas Department of Commerce for Soccer Complex

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 20 minutes inviting pertinent city staff for the purpose of consultation with the City Attorney regarding a legal matter. The justification for executive session is provided in K.S.A. 75-4319(b)(2) to protect privileged communication in the attorney-client relationship. 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) Zoo Events Update
2) Discuss Paving of Brick Streets

ADJOURNMENT

PROCLAMATION

WHEREAS, the City of Emporia celebrates our local small businesses and the contributions they make to our community and local economy; and

WHEREAS, small businesses employ thousands of Kansans, foster innovation, create local jobs, and help preserve the unique character of our downtown and neighborhoods; and

WHEREAS, Emporia Main Street and other community partners work year-round to support entrepreneurship, encourage local shopping, and provide programs that strengthen the success of small businesses; and

WHEREAS, Small Business Saturday, created in 2010, is a nationwide movement dedicated to supporting small, independently owned businesses on the Saturday after Thanksgiving; and

WHEREAS, supporting small businesses helps keep dollars in our community, promotes vibrant downtown areas, and strengthens Emporia's economy for future generations; and

WHEREAS, the City of Emporia encourages residents and visitors alike to "Shop Small" and support the small businesses that make our community unique and welcoming;

NOW, THEREFORE, I, Erren Harter, Mayor of the City of Emporia, Kansas, do hereby proclaim Saturday, November 29, 2025, as Small Business Saturday.

SMALL BUSINESS SATURDAY

in the City of Emporia, and encourage everyone to support our local small businesses today and throughout the year.

On this 5th Day of November 2025

ATTEST:

____
Erren Harter, Mayor

____
Kerry Sull, City Clerk

PROCLAMATION

WHEREAS, dogs and cats are an integral part of the quality of life of our community, with approximately 6,140 pet dogs and 4,570 pet cats living in the City of Emporia, and 89.9 million dogs and 61.9 million cats nationwide; and

WHEREAS, animal shelter employees must respond to the needs of the community, keeping animals and humans safe from harm; and

WHEREAS, animal shelters make communities better places to live, taking stray animals off the streets and out of harm's way; and

WHEREAS, animal shelters help both animals and people in many ways: by returning lost pets to their owners, educating the public, and matching homeless animals with loving new families; and

WHEREAS, animal shelters receive important donations of money, goods, and volunteer time to assist in their important missions; and

WHEREAS, Prairie Paws Animal Shelter reflects best shelter practices, with veterinary care, enrichment, and socialization programs to provide the best possible outcome for each animal in its care; and

WHEREAS, the City of Emporia is one of the kindest cities in America to homeless pets;

NOW, THEREFORE, I, Erren Harter, Mayor of the City of Emporia, Kansas, do hereby proclaim November 2-8, 2025, to be:

ANIMAL SHELTER APPRECIATION WEEK

In the City of Emporia, Kansas, we call upon all citizens to recommit to the animals in our community with responsible pet ownership and support of local efforts to help homeless animals

On this 5th Day of November 2025

ATTEST:

____

Erren Harter, Mayor

____

Kerry Sull, City Clerk

Commission Action Report

Appoint City Resident Representative
to the Emporia/Lyon County Joint Traffic Safety Committee

Title:	Appoint City Resident Representative to the Emporia/Lyon County Joint Traffic Safety Committee
Agenda Date:	November 5, 2025
Presented By:	Commissioners Brinkman & Curtis

Background:
The Emporia/Lyon County Joint Traffic Safety Committee requests that the City Commission fill the City Resident Representative opening with a qualified candidate.

Discussion:
Applications were received, and interviews were conducted by Commissioners Susan Brinkman and Tyler Curtis.

The Interviewing Commissioners recommend the appointment of Eric Paul to a three-year term, which will expire on November 5, 2028.

Recommended action:
Approve the appointment of Eric Paul as the City Resident Representative to the Emporia/Lyon County Joint Traffic Safety Committee.

Outlook

Online Form Submittal: Board Application Form

From noreply@civicplus.com <noreply@civicplus.com>
Date Thu 10/2/2025 2:17 PM
To Sue Bryson <sbryson@emporiaks.gov>; Emporia Info <emporiainfo@emporiaks.gov>

Board Application Form

Select Board, Commission, or Committee to apply.	Emporia/Lyon County Traffic Safety Committee
Personal Information	
First Name	Eric
Last Name	Paul
Address1	1702 W 13th Ave
Address2	*Field not completed.*
City	Emporia
State	Kansas
Zip	66801
Home Phone Number	303.994.7909
Business Address	1702 W 13th Ave
Business Phone Number	303.994.7909
Occupation	IT Admin
Email Address	ontheroaderic@gmail.com
Residency Information	
Length of Residency in Emporia	3.5 years
Are you a registered voter	Yes
Education and Hobbies	
High School	East High, Pueblo CO
College	University of Colorado, Boulder, CO

Trade or Business School	*Field not completed.*
Hobbies	Cycling, gardening, reading and spending time with family.

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which	MUPP, NRAB
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.	20+ years of experience in commercial printing, including design, estimating, IT administration and managing/training of other employees.
Please, enter why you would like to be a member of this board or commission.	I would like to be a voice for pedestrians and cyclists on this committee.

Commission Action Report

Reappoint Member to the Community Housing Board/Land Bank

Title:	Re-Appoint Member to the Community Housing Board/Emporia Land Bank
Agenda Date:	November 5, 2025
Presented By:	Becky Smith, Vice Mayor &, Susan Brinkman, Commissioner

Background:
The Community Housing Board/Emporia Land Bank requests that the City Commission fill board openings with qualified candidates.

Discussion:
After serving an initial partial term, it was agreed to by the representing Commissioners Becky Smith and Susan Brinkman to recommend re-appointment of a current member to the board.

This would be a full three (3) year term, expiring 5/31/2028.

Recommended action:
Approve the re-appointment of Carlos Garate to the Community Housing Board/ Emporia Land Bank.

Outlook

Online Form Submittal: Board Application Form

From noreply@civicplus.com <noreply@civicplus.com>
Date Fri 10/10/2025 12:25 PM
To Sue Bryson <sbryson@emporiaks.gov>; Emporia Info <emporiainfo@emporiaks.gov>

Board Application Form

Select Board, Commission, or Committee to apply.	Community Housing Board / Land Bank
Personal Information	
First Name	Carlos
Last Name	Garate
Address1	3016 Izquierdo Court
Address2	*Field not completed.*
City	Emporia
State	KS
Zip	66801
Home Phone Number	6204813067
Business Address	1201 w 6th Ave
Business Phone Number	620-481-9728
Occupation	Real Estate
Email Address	carlos.g.garate@gmail.com
Residency Information	
Length of Residency in Emporia	45 yrs
Are you a registered voter	Yes
Education and Hobbies	
High School	*Field not completed.*
College	*Field not completed.*

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

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which	Emporia Housing, Emporia Land Bank, Crosswinds
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which	Emporia Housing, Emporia Land Bank, Crosswinds
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.	Renewal
Please, enter why you would like to be a member of this board or commission.	Renewing

Commission Action Report

Title:	Kansas Forest Service Grant for City Tree Removals
Agenda Date:	November 5, 2025
Presented By:	Tucker Eckols, Public Lands Assistant

Background:
The Kansas Forest Service contacted the city horticulturist, Josh Nelson, in June to notify us of a grant opportunity. The community IRA Grant is a competitive grant offering ten awards with a maximum award amount of $100,000 to be used in the management of trees in parks, green spaces, and curb areas of tracts deemed overburdened and underserved by the Climate and Economic Justice Screening Tool (CEJST). Any tree removals are required to be matched with twice as many tree plantings. The project time frame is two years. We applied for this grant, requesting funding for the removal of thirty-four dying/dead mature trees in city parks, the planting of sixty-eight new trees, and the trimming of trees located throughout the city in underserved CEJST tracts.

Discussion:
We have been offered a grant award of the maximum amount of $100,000. We are asking for permission to accept this grant award. Tree plantings would be accomplished by city horticulture staff, with half in 2026 and the other half in 2027. Tree trimming would need to be contracted out. Before submission of the grant application, we posted a RFP on the city website for the tree removals. Bids were received August 20, 2025 from CTC Disaster Response, INC. ($67,975), Leiser Excavating LLC ($62,097), Trustworthy Tree Services ($55,000), and American Tree Care LLC ($49,920).

Financial considerations:
Due to the low cost of American Tree Care LLC's bid, their certification, and our familiarity with their services, we accepted their bid of $49,920.00 for the removal of thirty-four park trees under the condition that the work would only be completed if we received a grant award to fund it. Estimated material cost for tree plantings is $21,456.96. The remaining $28,623.04 would be used to contract labor for tree trimming. There is no match required to receive grant funds. This is a reimbursement grant, so initial payments would need to come from the public lands budget. There is no limit to reimbursements though, so we could file for reimbursement in stages rather than all at once at the end of the project.

Recommended action:
With the nature of this award providing a $100,000 reimbursement for work that needs done in our community, without additional criteria and requiring no cost-match, I recommend approving the acceptance of this grant.

Attachments:
Tree Removal RFP
Contractor Tree Removal Bids
Community IRA Grant Application
Federal Demonstration Partnership Cost Reimbursement Subaward

REQUEST FOR PROPOSAL

City of Emporia

Park Tree Removal

BIDDER ______________________________

DATE ______________________________

City of Emporia

(620) 343-4299

emporiaks.gov

515 Market Street

Emporia, Kansas 66801

August 12, 2025

Dear Vendors:

The City of Emporia is accepting proposals for the removal of thirty-four mature trees, spread across four city-owned public parks. Proposals will be evaluated based on professional qualifications, quality assurance, and competitive pricing. Quotation sheets have been enclosed for your completion and return.

Please return your proposal to the Office of the City Clerk at 104 E 5th Avenue, Emporia, KS 66801, no later than 2:00 pm on August 20, 2025. Envelopes containing proposals should be marked "**Park Tree Removal**".

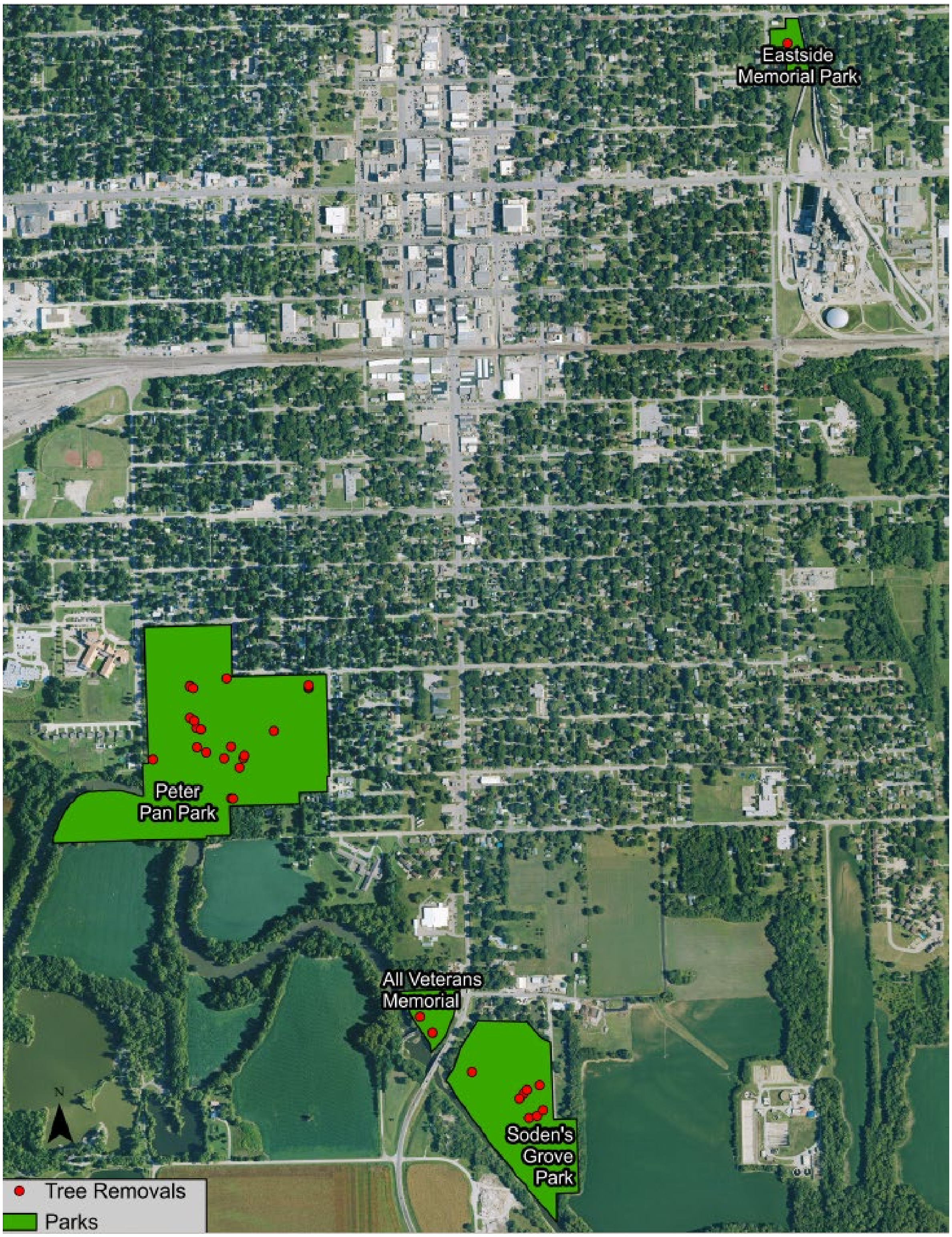
Thank you for your interest in serving our needs. If you have any questions, please contact Tucker Eckols at (620) 343-4299.

Kevin Hanlin,
Director of Public Lands and Facilities
City of Emporia

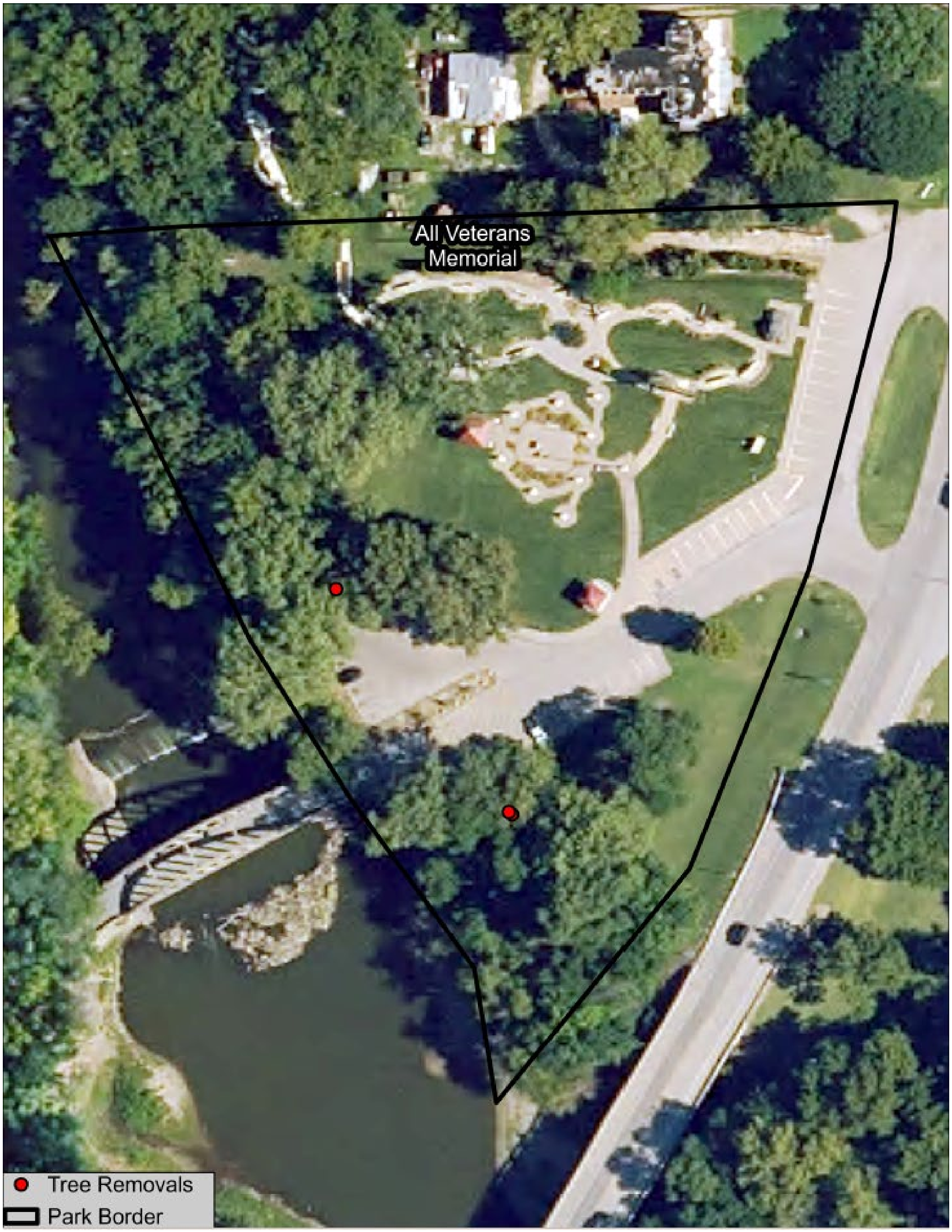
SCOPE OF WORK

Remove hazardous dead and dying mature trees located in city parks.

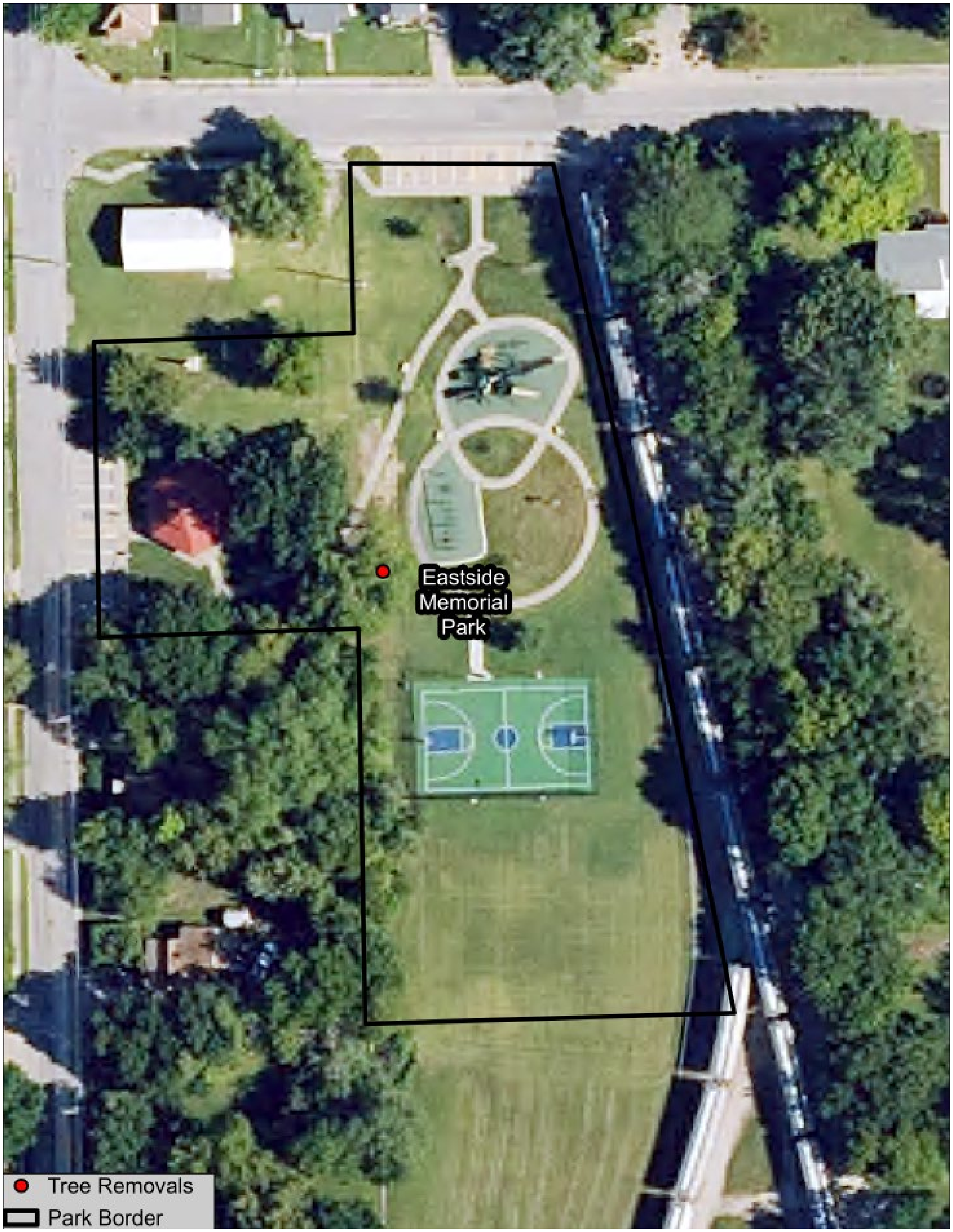
Location



All Veterans Memorial: 931 S Commercial St #913, Emporia, KS 66801



Eastside Memorial Park: 727 E 9th Ave, Emporia, KS 66801



Peter Pan Park: 301 S Congress St, Emporia, KS 66801

Soden's Grove Park: Soden Park, 1000 S Commercial St, Emporia, KS 66801

Tree information has been included to assist with locating trees and pricing removals. GPS coordinates are within 5 ft. of accuracy. Diameter was not collected for trees infested with poison ivy or located in difficult to reach locations.

Park	Latitude	Longitude	Species	Main Stem DBH (in)
All Veterans Memorial	38.38600662	-96.18136258	Ash	24.29
All Veterans Memorial	38.38601051	-96.18136867	Ash	18.62
All Veterans Memorial	38.38637626	-96.18170765	Cottonwood	N/A
Eastside Memorial Park	38.40799564	-96.17038446	Elm	24.88
Peter Pan Park	38.39140868	-96.18686464	Hackberry	14.61
Peter Pan Park	38.39141286	-96.18691287	Hackberry	19.06
Peter Pan Park	38.39208763	-96.18664964	Hackberry	N/A
Peter Pan Park	38.39230078	-96.18652879	Unknown	13.11
Peter Pan Park	38.39230664	-96.18707980	Cottonwood	20.39
Peter Pan Park	38.39233169	-96.18911460	Locust	22.83
Peter Pan Park	38.39235668	-96.18650003	Locust	N/A
Peter Pan Park	38.39245326	-96.18758912	Hackberry	16.46
Peter Pan Park	38.39256319	-96.18687298	Unknown	25.47
Peter Pan Park	38.39257438	-96.18784738	Mulberry	27.60
Peter Pan Park	38.39288885	-96.18563751	Eastern Red Cedar	30.04
Peter Pan Park	38.39297305	-96.18771957	Unknown	N/A
Peter Pan Park	38.39300854	-96.18784909	Eastern Red Cedar	N/A
Peter Pan Park	38.39317356	-96.18790368	Cottonwood	N/A
Peter Pan Park	38.39323821	-96.18802566	Unknown	N/A
Peter Pan Park	38.39382302	-96.18460631	Eastern Red Cedar	22.28
Peter Pan Park	38.39385293	-96.18460090	Eastern Red Cedar	14.29
Peter Pan Park	38.39388731	-96.18460274	Eastern Red Cedar	23.31
Peter Pan Park	38.39390408	-96.18790494	Ash	17.01
Peter Pan Park	38.39394364	-96.18800261	Cottonwood	29.69
Peter Pan Park	38.39395756	-96.18799517	Cottonwood	21.18
Peter Pan Park	38.39409826	-96.18694310	Unknown	19.96
Soden's Grove Park	38.38400433	-96.17868365	Hackberry	36.85
Soden's Grove Park	38.38404552	-96.17845115	Mulberry	27.44
Soden's Grove Park	38.38417333	-96.17827511	Silver Maple	46.97
Soden's Grove Park	38.38444557	-96.17893787	Silver Maple	41.65
Soden's Grove Park	38.38455704	-96.17881482	Locust	45.94
Soden's Grove Park	38.38463955	-96.17871524	Silver Maple	36.54
Soden's Grove Park	38.38473536	-96.17834962	Kentucky Coffeetree	28.62
Soden's Grove Park	38.38507934	-96.18026973	Black Walnut	32.95

QUALITY EXPECTATIONS

All work is to be performed in accordance with ANSI A-300 and Z133.1 standards and associated Best Management Practices for Tree Pruning and safety.

1. **Tree Removal Specifications:** Where a tree is marked for removal Contractor shall:
   1. Remove the tree without damaging any surrounding trees, utilities or structures.
   2. Remove all stems associated with that marked tree.
   3. Remove all trunks, treetops, branches and limbs from the site.

2. **Stump Grinding Specifications:** Where a tree is marked for stump grinding, in addition to removing the tree per the tree removal specifications in Section 16, contractor shall:
   1. Grind the remaining stump to a minimum depth of eight (8) inches from surrounding grade or deeper if necessary, to completely sever the roots from the main root mass.
   2. All surface roots and / or raised areas from the root flare shall be ground out or leveled and filled to match the surrounding grade.
   3. Holes where stumps have been ground out and any other areas disturbed by Contractor's activities or equipment shall be backfilled and smoothed to the level of the adjoining grade with pulverized black dirt (topsoil).
   4. The Contractor shall supply its own topsoil for backfilling which shall be of sufficient quality to support grass cover and contain no debris (glass, sawdust, large rock etc.)
   5. Backfilling of holes shall occur on the same day grindings are removed; otherwise the site shall be properly barricaded overnight to ensure public safety.
   6. The topsoil shall be properly leveled and compacted to ensure minimum settlement of the backfill material.

GENERAL TERMS AND CONDITIONS FOR VENDORS

Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each invitation for proposal, invitation to bid, purchase order or award issued by the City Purchasing Agent, unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea of error.

3. **Proposals:** Proposals shall include all the items listed in the cover letter, and the proposed price shall be on the sheet provided by the City in this document. The bidder should retain one copy for their files and submit one signed copy no later than 5:00 pm on August, 2025. Envelopes containing quotations are to be marked **"Park Tree Removal"**. Quotations are to be returned to the Office of the City Clerk at 104 E 5th Avenue, Emporia, KS 66801.

4. **Late Bids:** Formal bids, amendments thereto, or request for withdrawal of bids received by the City after time specified for bid opening will not be considered.

5. **Bids Binding 60 Days:** Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following bid opening date, unless the bidder(s), upon request of the City, agrees to an extension.

6. **Rejection of Bids:** The City reserves the right to accept or reject any or all quotations, or parts thereof.

7. **Payment Terms:** The City pays for materials received on or near the tenth (10th) day of the following month after delivery of goods or services, unless otherwise stated in the specifications.

8. **Tax Exemption:** The City is exempt from all local, state, and federal taxes.

9. **Liquidated Damages**: The City reserves the right to assess a late penalty of up to 2 percent per day, unless otherwise specified, if the commodity or service is not delivered within the time period agreed upon.

10. **Multiple Bids:** Bidders will be allowed to offer more than one price on each item if they feel that they have two or more types or styles that will meet specifications; this does include demonstrator models and last year's models.
Bidders must submit separate proposal forms for each of the multiple bids.

11. **Resident Bidders – Preference**: The City reserves the right to award bids to local vendors if it is deemed to be in the best interest of the City.

12. **Pre-Bid Conferences:** Pre-bid conference will be held if requested by bidders.

13. **Non-discrimination:** As per Kansas Statute Number 44-1030, no contractor who is the recipient of City funds, or who proposed to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee applicant, or any member of the public because of religion, race, age, sex, color, or national origin nor otherwise commit a discriminatory employment proactive. Contractor further agrees that this article will be incorporated by Contractor in all contracts entered into with suppliers of materials or services, contractors, and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

14. **Fax Bids:** Faxed sealed bids are not recommended but are acceptable under the following conditions: Faxes are to be sent to Kevin Hanlin, City of Emporia at (620) 343-4294; faxes are to be clearly marked "**Park Tree Removal**". The City will take special care to protect the bid documents so that the integrity of the "bid" process is not violated. Remember, use of the fax in these instances could compromise the secrecy of the pricing, therefore sealed envelopes mailed or delivered are preferred.

15. **Bonds:** Bidders must consult the City of Emporia's Purchasing Manual for bond requirements.

16. **Insurance:** Bidders must consult the City of Emporia's Purchasing Manual for insurance requirements.

This is not an order

SPECIFICATIONS

Dealer's Name:____________________________________Date:____________________

Schedule of Work
Minimum notice needed from the City of Emporia prior to beginning work: ______________
Maximum number of days required to complete the work (barring Acts of God including inclement weather provided they are communicated to the City of Emporia representative at the time they are identified): ____

Payment
Payment will be provided within 30 days of completion of work.

Proposed total lump-sum fee for work: ____

Bid for tree removal: Daily Rate $ ____
• Includes crew, bucket truck and chipper.

Stump removal is per stump unless otherwise defined.

• Stump removal up to 24 inches: Cost $____

• Stump removal 25 to 36 inches: Cost $____

• Stump removal 37 inches and over: Cost $______________________________________

The undersigned hereby agrees to lease work to the City of Emporia, Kansas, to accomplish the tree trimming and removal discussed above, according to the specifications listed and price quoted.

Company:____

Address:____

Telephone:____

Contact Person:____

Prepared by:____

Signature:_______________________________ Date:______________________

Comments:

This is not an order

SPECIFICATIONS

Dealer's Name: AMERICAN Tree CARE LLC Date: 8.19.25

Schedule of Work Winter Project?

Minimum notice needed from the City of Emporia prior to beginning work: 2 weeks

Maximum number of days required to complete the work (barring Acts of God including inclement weather provided they are communicated to the City of Emporia representative at the time they are identified): Approximately 2 weeks, 14 business days

Payment

Payment will be provided within 30 days of completion of work.

Proposed total lump-sum fee for work: Removals/Tree Work $39,195 STUMPS $8043.75 – $10,725

Bid for tree removal: Daily Rate $ (3600 4MAN) (2700 3MAN)

• Includes crew, bucket truck and chipper.

Stump removal is per stump unless otherwise defined.

• Stump removal up to 24 inches: Cost $ 75/foot without topsoil $90/foot w/ topsoil

• Stump removal 25 to 36 inches: Cost $ 80/foot without topsoil $95/foot w/ topsoil

• Stump removal 37 inches and over: Cost $ 90/foot without topsoil $100/foot w/ topsoil

The undersigned hereby agrees to lease work to the City of Emporia, Kansas, to accomplish the tree trimming and removal discussed above, according to the specifications listed and price quoted.

Company: AMERICAN TREE CARE LLC

Address: 2011 Sunset Circle

Telephone: 620 757 2255

Contact Person: Misty Fowler-Fleming

Prepared by: Misty Fowler-Fleming

Signature: Misty [signature] Date: 8.19.25

Comments: * NOT ALL STUMPS are calculated in total.

* NOT ALL STUMPS need to be removed or should be due to access to the stumps & soil erosion.

* STUMP removal for dead trees don't need top soil

* Uprooted hackberry @ Peterpan?

* Ground protection mats needed at Eastside Memorial Park - Sidewalk/Concrete

This is not an order

SPECIFICATIONS

Dealer's Name: CTC DISASTER RESPONSE, INC. Date: 8/19/25

Schedule of Work
Minimum notice needed from the City of Emporia prior to beginning work: 48 HOURS
Maximum number of days required to complete the work (barring Acts of God including inclement weather provided they are communicated to the City of Emporia representative at the time they are identified): 21 DAYS

Payment
Payment will be provided within 30 days of completion of work.

Proposed total lump-sum fee for work: 67,975.00

Bid for tree removal: Daily Rate $ 3,995.00
• Includes crew, bucket truck and ~~chipper.~~ 4-MEN GRAPPLE

Stump removal is per stump unless otherwise defined.

• Stump removal up to 24 inches: Cost $ 145.00

• Stump removal 25 to 36 inches: Cost $ 245.00

• Stump removal 37 inches and over: Cost $ 345.00

The undersigned hereby agrees to lease work to the City of Emporia, Kansas, to accomplish the tree trimming and removal discussed above, according to the specifications listed and price quoted.

Company: **CTC Disaster Response, Inc.**

Address: **4011 SW 29th St. #130**
Topeka, KS 66614

Telephone: 785-478-9805

Contact Person: GREG GATHERS

Prepared by: "

Signature: [signature] Date: 8/19/25

Comments:

KANSAS FOREST SERVICE
KANSAS STATE UNIVERSITY

2610 Claflin Rd.
Manhattan, KS 66502
(785) 532-3300

Community IRA Grant Application

Completed applications need to be emailed to your district forester. For best consideration, the application deadline is August 22nd, 2025, by 5 pm CST.

Title of Proposed Project: City of Emporia Park Tree Removals and Replanting

Community or Organization Name: City of Emporia

Population Served: 24,139

Contact Name and Title: Josh Nelson, City Horticulturist

Mailing Address: 75 Soden Road, PO Box 928, Emporia, KS

Phone Number: (620) 341-4379

Email Address: jnelson@emporiaks.gov

Partnering Agencies/Organizations: N/A

Project Start Date: January 1, 2026

Project End Date: December 31, 2027

Date you contacted your District Forester to discuss the project: 8/18/25

Did you include an attachment of:

- Budget Sheet ☑
- Map showing the location of work being done ☑
- Confirmation that the work is being conducted in a CEJST area ☑
- Contractor Bid(s) if applicable ☑

Project Description:

Emporia has a large number of public parks, many of which lie within disadvantaged areas identified by the Climate and Economic Justice Screening Tool. This includes Peter Pan Park in tract 20111000300, Soden's Grove Park in tract 20111000500, and East Side Memorial Park in tract 20111000100. All of these parks have existing tree communities, but several of the mature trees are dead or dying due to aging out, damage from storms, fungal infection, lack of proper trimming, etc. The health of these trees has been assessed and it wouldn't be feasible to save them. Because of their poor health and large size, they present a hazard to people enjoying the park as well as city employees completing park maintenance. The size and growth form of these trees makes it difficult to remove them with our current equipment and staff due to safety concerns. If funding is received, we would be able to contract labor to remove these large hazardous trees. Removals will be planned for early 2026 during wintertime when trees don't have leaves. Following removals of these trees, not only would the parks be safer, but they would be more visually appealing. Additionally, the health and quality of other nearby trees will likely be improved due to reduced competition for sunlight and resources, and additional room to grow. We are requesting funding to remove a total of 34 trees. DBH of these trees range from 13.11 in. to 46.97 in. Some trees were not measured due to the presence of poison ivy. Expected cost for contracted removal is $49,920.

With the removal of 34 mature trees, we would like to plant 68 balled and burlapped (B&B) trees to account for the loss. B&B tree locations are undetermined as of yet, but most will be planted close to where removals were carried out, or at least in the same parks. The remainder will be planted in other parks and green spaces in tracts 20111000300, 20111000500, and 20111000100. The species of planted trees will vary based on where they are located, with no undesirable, invasive, or overplanted species being used. We are planning to plant a total of 10 red maple, 10 sugar maple, 5 sweet gum, 5 London plane, 3 sawtooth oak, 5 white oak, 5 swamp white oak, 5 red oak, 5 willow oak, 10 bald cypress, and 5 American linden. Planting will be accomplished by the City of Emporia horticulture department over the course of two years, with half being planted in 2026, and the other half being planted in 2027. Plantings will occur only during the spring and fall seasons of 2026 and 2027. Saplings will be mulched, staked, and watered in. Time will be dedicated to maintain B&B trees for 3 years after planting. Watering will be accomplished once a week when rain is less than ½ inch per week or if conditions require extra watering. Pruning and trimming will be accomplished as needed. We are requesting funding to pay for these 68 B&B trees and the material cost associated with planting them. With this funding we will be able to establish more young growth into the parks and green areas, which is important since many established trees are beginning to age out or are in poor condition. Expected cost for B&B trees and mulch is $21,456.96.

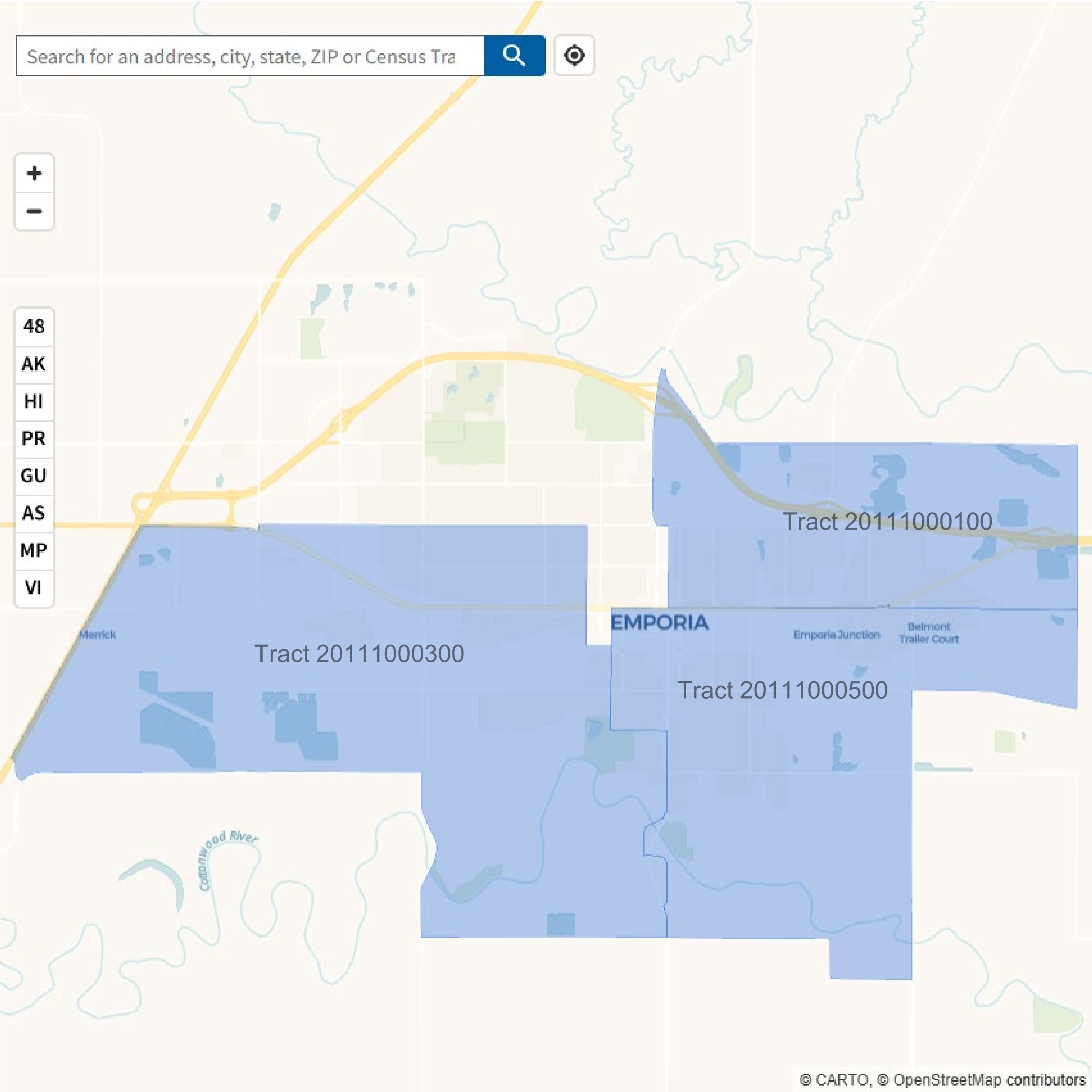
Many additional trees with Emporia's disadvantaged tracts are mature trees in need of trimming, pruning, and deadwooding. Any additional funding provided through this grant would be used to contract labor to perform this work and make progress on improving the quality of these trees located in parks, green spaces, curb areas, etc. Requested funding for this work is $28,623.04.

Best Practices to be Engaged:

Contracted services will be completed by a licensed, bonded, and Kansas Arborist Association and/or International Society of Arboriculture credentialed arborist. All work will be performed in accordance with ANSI A-300 and Z133.1 standards and associated Best Management Practices for Tree Pruning and safety. Trees will be trimmed and removed in wintertime to reduce stress on trimmed trees and make removals safer and easier. Plantings will be monitored for 3 years to insure proper growth and maintenance. Best watering practices will be utilized. No undesirable, invasive, or overplanted species will be planted.

Detailed Budget Items by Object Class Categories	Requested Amount $	Community Match $	Other Match $	Source of "Other Match"
a. Personnel	0	N/A	N/A	N/A
b. Fringe Benefits	0	N/A	N/A	N/A
c. Travel	0	N/A	N/A	N/A
d. Equipment	0	N/A	N/A	N/A
e. Supplies	$21,456.96	N/A	N/A	N/A
f. Contractual	$78,543.04	N/A	N/A	N/A
g. Construction	0	N/A	N/A	N/A
h. Administrative	0	N/A	N/A	N/A
i. Other	0	N/A	N/A	N/A
		N/A	N/A	
i. Total Direct Charges *(sum of a-i)*	$100,000.00	N/A	N/A	N/A
j. Indirect Charges	0	N/A	N/A	N/A
k. Totals (i + j)	$100,000.00	N/A	N/A	N/A
l. Program Income	N/A	N/A	N/A	N/A

Official Authorized Signature ______________________


Search for an address, city, state, ZIP or Census Tra
48
AK
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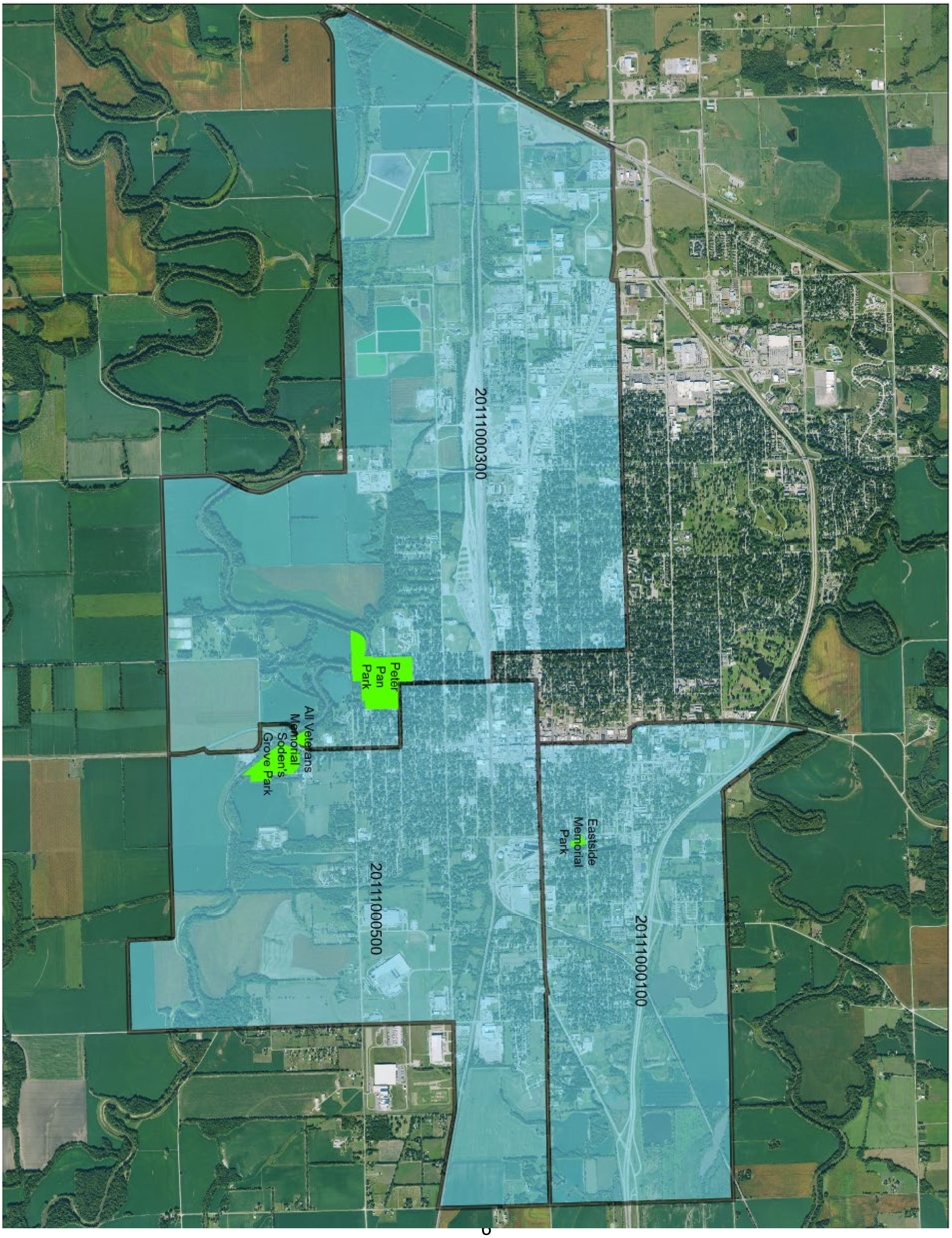
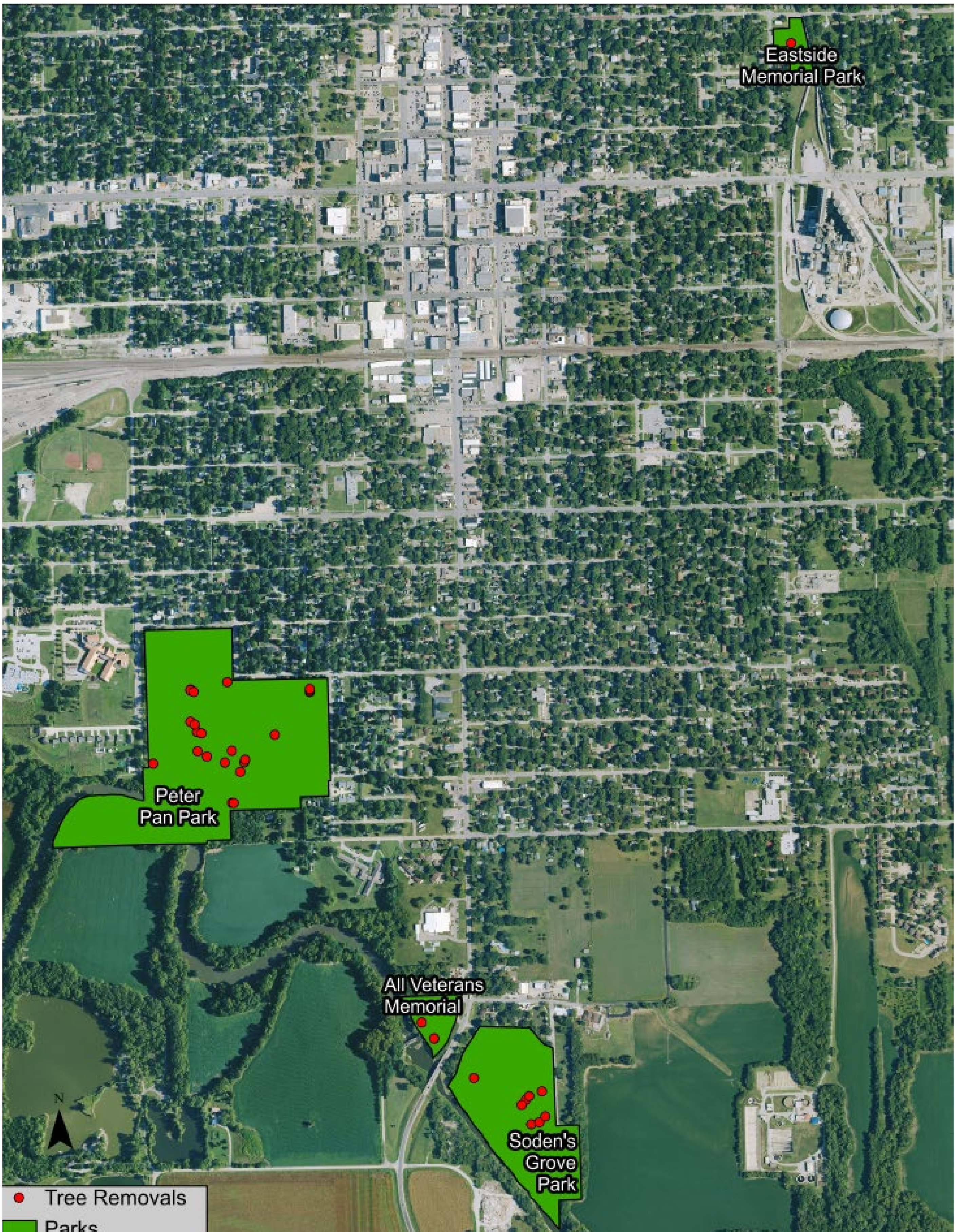
VI
Tract 20111000100
Tract 20111000300
Tract 20111000500
EMPORIA
Merrick
Emporia Junction
Belmont Trailer Court
Cottonwood River
© CARTO, © OpenStreetMap contributors


20111000300
Peter Pan Park
All Veterans Memorial
Soden's Grove Park
Eastside Memorial Park
20111000500
20111000100


Eastside
Memorial Park
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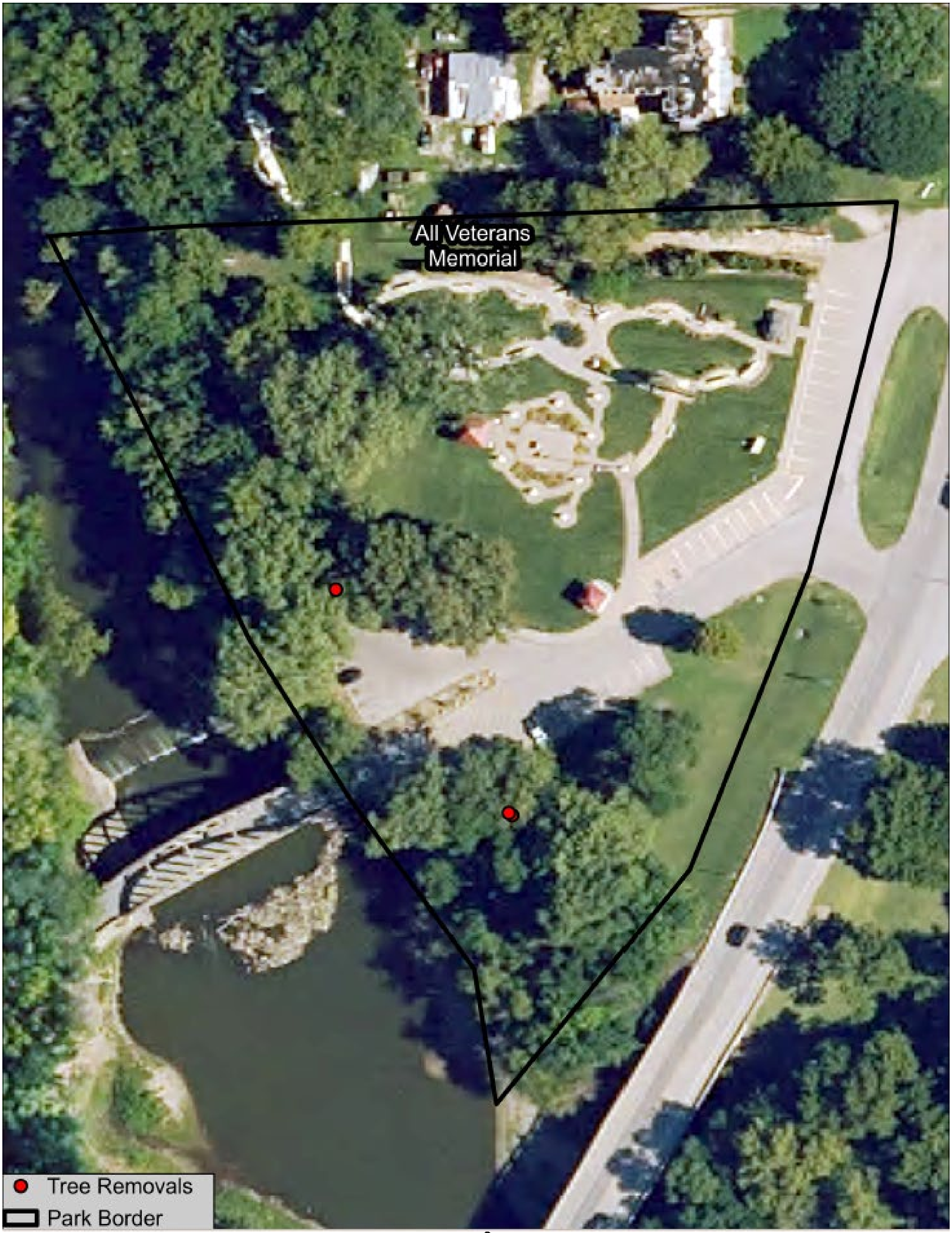
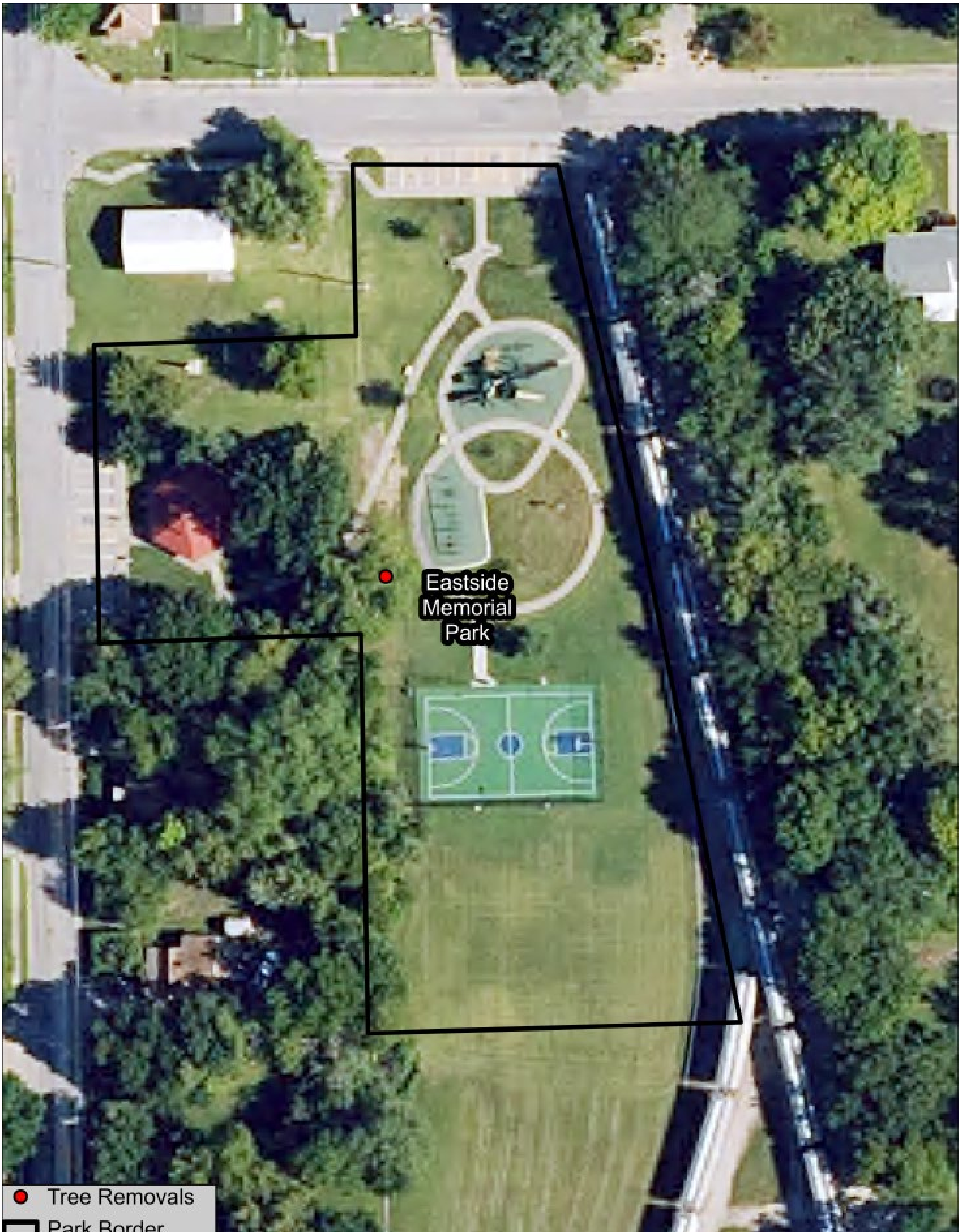
Park
N
Tree Removals
Parks


All Veterans
Memorial
Tree Removals
Park Border


Eastside
Memorial
Park
Tree Removals
Park Border


Peter
Pan Park
Tree Removals
Park Border


Soden's
Grove Park
Tree Removals
Park Border

Tree Removals

Park	Latitude	Longitude	Species	Main Stem DBH (in)
All Veterans Memorial	38.38600662	-96.18136258	Ash	24.29
All Veterans Memorial	38.38601051	-96.18136867	Ash	18.62
All Veterans Memorial	38.38637626	-96.18170765	Cottonwood	N/A
Eastside Memorial Park	38.40799564	-96.17038446	Elm	24.88
Peter Pan Park	38.39140868	-96.18686464	Hackberry	14.61
Peter Pan Park	38.39141286	-96.18691287	Hackberry	19.06
Peter Pan Park	38.39208763	-96.18664964	Hackberry	N/A
Peter Pan Park	38.39230078	-96.18652879	Unknown	13.11
Peter Pan Park	38.39230664	-96.18707980	Cottonwood	20.39
Peter Pan Park	38.39233169	-96.18911460	Locust	22.83
Peter Pan Park	38.39235668	-96.18650003	Locust	N/A
Peter Pan Park	38.39245326	-96.18758912	Hackberry	16.46
Peter Pan Park	38.39256319	-96.18687298	Unknown	25.47
Peter Pan Park	38.39257438	-96.18784738	Mulberry	27.60
Peter Pan Park	38.39288885	-96.18563751	Eastern Red Cedar	30.04
Peter Pan Park	38.39297305	-96.18771957	Unknown	N/A
Peter Pan Park	38.39300854	-96.18784909	Eastern Red Cedar	N/A
Peter Pan Park	38.39317356	-96.18790368	Cottonwood	N/A
Peter Pan Park	38.39323821	-96.18802566	Unknown	N/A
Peter Pan Park	38.39382302	-96.18460631	Eastern Red Cedar	22.28
Peter Pan Park	38.39385293	-96.18460090	Eastern Red Cedar	14.29
Peter Pan Park	38.39388731	-96.18460274	Eastern Red Cedar	23.31
Peter Pan Park	38.39390408	-96.18790494	Ash	17.01
Peter Pan Park	38.39394364	-96.18800261	Cottonwood	29.69
Peter Pan Park	38.39395756	-96.18799517	Cottonwood	21.18
Peter Pan Park	38.39409826	-96.18694310	Unknown	19.96
Soden's Grove Park	38.38400433	-96.17868365	Hackberry	36.85
Soden's Grove Park	38.38404552	-96.17845115	Mulberry	27.44
Soden's Grove Park	38.38417333	-96.17827511	Silver Maple	46.97
Soden's Grove Park	38.38444557	-96.17893787	Silver Maple	41.65
Soden's Grove Park	38.38455704	-96.17881482	Locust	45.94
Soden's Grove Park	38.38463955	-96.17871524	Silver Maple	36.54
Soden's Grove Park	38.38473536	-96.17834962	Kentucky Coffeetree	28.62
Soden's Grove Park	38.38507934	-96.18026973	Black Walnut	32.95

This is not an order

SPECIFICATIONS

Dealer's Name: AMERICAN Tree CARE LLC Date: 8.19.25

Schedule of Work Winter Project?

Minimum notice needed from the City of Emporia prior to beginning work: 2 weeks

Maximum number of days required to complete the work (barring Acts of God including inclement weather provided they are communicated to the City of Emporia representative at the time they are identified): Approximately 2 weeks, 14 business days

Payment

Payment will be provided within 30 days of completion of work.

Proposed total lump-sum fee for work: Removals/Tree Work $39,195 STUMPS $8043.75-$10,725

Bid for tree removal: Daily Rate $ (3600 4 MAN) (2700 3 MAN)

• Includes crew, bucket truck and chipper.

Stump removal is per stump unless otherwise defined.

• Stump removal up to 24 inches: Cost $ 75/foot without topsoil $90/foot w/ topsoil

• Stump removal 25 to 36 inches: Cost $ 80/foot without topsoil $95/foot w/ topsoil

• Stump removal 37 inches and over: Cost $ 90/foot without topsoil $100/foot w/ topsoil

The undersigned hereby agrees to lease work to the City of Emporia, Kansas, to accomplish the tree trimming and removal discussed above, according to the specifications listed and price quoted.

Company: AMERICAN TREE CARE LLC

Address: 2011 Sunset Circle

Telephone: 620 757 2255

Contact Person: Misty Fowler-Fleming

Prepared by: Misty Fowler-Fleming

Signature: Misty Fowler-Fleming Date: 8.19.25

Comments: * NOT ALL STUMPS are calculated in total.

* NOT ALL STUMPS need to be removed or should be due to access to the stumps & soil erosion.

* STUMP removal for dead trees don't need top soil

* Uprooted hackberry @ Peterpan?

* Ground protection mats needed at Eastside Memorial Park - Sidewalk/Concrete

This is not an order

SPECIFICATIONS

Dealer's Name: Tim Leiser Date: 8/20/2025

Schedule of Work
Minimum notice needed from the City of Emporia prior to beginning work: 30 days
Maximum number of days required to complete the work (barring Acts of God including inclement weather provided they are communicated to the City of Emporia representative at the time they are identified): 30 days

Payment
Payment will be provided within 30 days of completion of work.

Proposed total lump-sum fee for work: $62,097.00

Bid for tree removal: Daily Rate $ 2,810.00
- Includes crew, bucket truck and chipper.

Stump removal is per stump unless otherwise defined.

- Stump removal up to 24 inches: Cost $ 240.00 per stump
- Stump removal 25 to 36 inches: Cost $ 396.00 per stump
- Stump removal 37 inches and over: Cost $ 444.00 per stump

The undersigned hereby agrees to lease work to the City of Emporia, Kansas, to accomplish the tree trimming and removal discussed above, according to the specifications listed and price quoted.

Company: Leiser Excavating LLC

Address: 2075 Road 20, Hartford KS 66854

Telephone: 620-437-7384

Contact Person: Christy Leiser

Prepared by: Christy Leiser

Signature: Christy Leiser Date: 8/20/2025

Comments:

It will need to be dry to keep from imprinting on grass.

This is not an order

SPECIFICATIONS

Dealer's Name: Trustworthy Tree Services Date: 8-19-2025

Schedule of Work
Minimum notice needed from the City of Emporia prior to beginning work: 30 Days
Maximum number of days required to complete the work (barring Acts of God including inclement weather provided they are communicated to the City of Emporia representative at the time they are identified): 30 Days

Payment
Payment will be provided within 30 days of completion of work.

Proposed total lump-sum fee for work: $55,000.00

Bid for tree removal: Daily Rate $ 4,500.00
- Includes crew, bucket truck and chipper.
- * Includes crew, lift, & grapple truck/w debris grapple.

Stump removal is per stump unless otherwise defined.

- Stump removal up to 24 inches: Cost $ 200.00
- Stump removal 25 to 36 inches: Cost $ 300.00
- Stump removal 37 inches and over: Cost $ 500.00

The undersigned hereby agrees to lease work to the City of Emporia, Kansas, to accomplish the tree trimming and removal discussed above, according to the specifications listed and price quoted.

Company: Trustworthy Tree Services LLC
Address: 25902 Indianapolis Rd Wellsville KS 66092
Telephone: 913-609-9425
Contact Person: Dalton Schnoor
Prepared by: Dalton Schnoor
Signature: Dalton Schnoor Date: 8/19/2025

Comments:
If the work is approved it would be best to schedule the work after the 1st of the year and look for a window when the ground will be dry/frozen to allow for equipment to be driven across parks for better access to various trees.

FDP Cost Reimbursement Subaward

Run Template

Federal Awarding Agency: Department of Agriculture (USDA)

Pass-Through Entity (PTE):	**Subrecipient:**
Kansas State University	City of Emporia, KS
PTE PI: Matthew Norville	Sub PI: Josh Nelson
PTE Federal Award No: 23-DG-11021600-050	Subaward No: A24-0081-S018

Project Title: City of Emporia Park Tree Removals and Replanting

Subaward Budget Period: Start: 09/01/2025 ? End: 12/31/2027 ?	Amount Funded This Action (USD): $ 100,000.00
Estimated Period of Performance: Start: 09/01/2025 End: 12/31/2027	Incrementally Estimated Total (USD): $ 0.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.

2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.

3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.

4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.

5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.

6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Administrative Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.

7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Bilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.

8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable

10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:	By an Authorized Official of the Subrecipient:
Name: Paul R. Lowe Date	Name: Date
Title: Associate Vice President for Research	Title:

Attachment 1
Certifications and Assurances

Subaward Number: A24-0081-S018

Certification Regarding Lobbying (2 CFR 200.450)
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

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

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

Audit and Access to Records
Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)
Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name
Neither party shall use the other party’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment
Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2

Federal Award Terms and Conditions

Subaward Number: A24-0081-S018

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award. ?

Awarding Agency Institute (If Applicable): USDA, Natural Resources and Environment, Forest Service

Federal Award Issue Date	FAIN	Assistance Listing No.
06/26/23		10.727

Assistance Listing Program Title (ALPT): Inflation Reduction Act Urban & Community Forestry Program

This Subaward Is:

☐ Research & Development ☒ Subject to FFATA

Key Personnel Per NOA: ?

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
   N/A
2. 2 CFR 200 and 2 CFR 400
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
   N/A
4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at: https://www.nsf.gov/awards/managing/rtc.jsp except for the following :
   a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
   b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
   c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
   d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
   e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:
Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:
Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:
Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):
Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: USDA – As stated in the solicitation

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

■ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms ?

1) The Provisions found in Attachment 2A, the Contractual Provisions Attachment, (Form KSU-146a, Rev. 3-24) are hereby incorporated in this Subaward agreement and made a part hereof. The term "Contractor" in Attachment 2A shall mean "Subrecipient", and the term "University" shall mean "PTE".

2) Press releases or other public notices should include a statement substantially as follows: "This publication video or other information or media product was made possible through support provided by the USDA/Forest Service. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the SDA/Forest Service, nor of Kansas State University.

3) This Subaward is subject to the Subrecipient's signing of USDA Form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tiered Covered Transaction. Any change in the debarred or suspended status of Subrecipient during the life of this Subaward must be reported immediately to PTE (See Attachment 2B).

Attachment 2A

State of Kansas
Kansas State University
KSU-146a (Rev. 3-24)

Contract #____________
Initials ____________

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to and specifically incorporated in all contractual agreements by adding the following statement to the main body of the contract: “The Provisions found in Contractual Provisions Attachment (Form KSU-146a, Rev. 3-24), which is attached hereto, are hereby incorporated in this contract and made a part hereof.”

1. **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 the contract (including, without limitation, all other attachments) in which this attachment is incorporated. Any terms that conflict with or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue**: All matters arising out of or related to 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 arising out of or related to this contract shall reside only in courts located in the State of Kansas.
3. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require Kansas State University or any of its controlled corporations (collectively “University”) to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are exclusively defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).
4. **Arbitration, Damages, Warranties**: No interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University 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 or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
5. **Termination Due To Lack Of Funding Appropriation**: If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 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 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under any contract for which it has not been paid. The University will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by the University, title to any such equipment shall revert to Contractor at the end of the University’s current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
6. **Responsibility For Taxes**: The University 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.
7. **Insurance**: The University 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 the University to establish a "self-insurance" fund to protect against any such loss or damage.
8. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given, including, but not limited to, the signature of an authorized representative of the University as defined in the University Contracts Policy: https://www.k-state.edu/policies/ppm/3000/3070.html.
9. **Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
10. **Export Control**: Prior to providing University with any items under this contract that are subject to export controls regulations, including items controlled under the International Traffic in Arms Regulations (ITAR), 22 C.F.R. §§ 120-130, or the Export Administration Regulations (EAR), 15 C.F.R. §§ 730-774, Contractor will notify University and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Number(s). University reserves the right to decline to accept any items or information controlled under ITAR or EAR. Contractor will direct all notices under this section to the appropriate University contact as follows: comply@k-state.edu.
11. **Privacy of Student Records**: Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g). To the extent Contractor possesses any education records of University’s students under this contract, Contractor is deemed to be a school official with a legitimate educational interest in the records and Contractor agrees to comply with FERPA and its regulations. Contractor specifically agrees that it shall use personally identifiable education records only for purposes related to this contract, and shall not disclose such records to any third party without authorization from the University. Contractor shall promptly report to the University any request for, or improper disclosure of, University student educational records.
12. **Anti-Discrimination Clause**: Contractor agrees to comply with all applicable state and federal anti-discrimination laws. When requested by University, Contractor shall cooperate with University in meeting obligations under University’s own policies and procedures, including but not limited to the University’s anti-discrimination policy: http://www.k-state.edu/policies/ppm/3000/3010.html. Contractor specifically acknowledges that its employees on campus and/or participating in University programs or activities have reviewed, understand, and will comply with University’s anti-discrimination policy and its reporting website at https://www.k-state.edu/report/. Contractor also 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 to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University.
13. **Information/Confidentiality**: As a state agency, the University’s contracts and prices paid for goods and services are generally public records, and therefore no provision of this contract shall restrict the University’s ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215, et seq.). Moreover, 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.
14. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but prudence requires the University to reiterate that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.
15. **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.
16. **University Access:** To the extent Contractor is present on University’s premises or in any way utilizes University computing and/or network resources in connection with any contract, Contractor and its representatives will adhere to the University’s policies and procedures, and will use commercially reasonable efforts not to interfere with the University’s regular operations. Contractor further agrees, upon request, to include the University as an additional insured on its general liability insurance policy on a primary and non- contributory basis, with such policy to provide continuous coverage for at least a period of two years after the end of the contract and such policy is not to be cancelled without 30 day prior notice to the University and another general liability insurance policy in place prior to the termination of the existing policy. The Contractor shall also provide the University with a certificate of insurance within five business days upon request.
17. **Electronic Signature:** The parties agree that the contract may be signed with electronic signatures. If an electronic signature is used, the parties agree that it is the legally binding equivalent to the signing party’s handwritten signature. Whenever either party executes an electronic signature on the contract, it has the same validity and meaning as a handwritten signature. The parties agree that neither party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.
18. **No Endorsement**. Contractor agrees it will not use or display the name, marks, or images of the University to advertise and/or endorse its enterprises or products, or for any other purpose without the prior written approval of the University.

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
City of Emporia, KS	23-DG-11021600-050

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)
Tucker Eckols, Public Lands Assistant

SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person, ""primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration’s System for Award Management Exclusions database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment 3A

Pass-Through Entity (PTE) Contacts

Subaward Number: A24-0081-S018

PTE Information

Entity Name: Kansas State University

Legal Address:
103 Fairchild Hall
1601 Vattier St.
Manhattan, KS 66506-1103

Website: https://www.k-state.edu/research/

PTE Contacts

Central Email: research@ksu.edu

Principal Investigator Name: Matthew Norville

Email: mnorville@ksu.edu Telephone Number: 1-785-410-6435

Administrative Contact Name: Subcontract Administrator

Email: pas-subs@ksu.edu Telephone Number: 1-785-532-6804

COI Contact email (if different to above): comply@ksu.edu

Financial Contact Name: Megan Webb

Email: spaaccts@ksu.edu Telephone Number: 1-785-532-6804

Email invoices? (●) Yes ( ) No Invoice email (if different):

Authorized Official Name: Paul R. Lowe

Email: research@ksu.edu Telephone Number: 1-785-532-6804

PI Address:

Kansas State University
Kansas Forest Service
2610 Claflin Road
Manhattan, Kansas 66502

Administrative Address:

Office of Sponsored Programs
Kansas State University
103 Fairchild Hall
1601 Vattier St.
Manhattan, KS 66506-2504

Invoice Address:

Please send invoices to: spaaccts@k-state.edu, mnorville@ksu.edu and stroble@ksu.edu

Subaward Number: A24-0081-S018

Attachment 3B

Subrecipient Contacts

Subrecipient Information for FFATA reporting

Entity's UEI Name: City of Emporia, KS

EIN No.: 48-6026579

Institution Type:

Currently registered in SAM.gov: Yes No

UEI: T7NAKS96JF29

Exempt from reporting executive compensation: Yes No *(if no, complete 3Bpg2)*

Parent UEI:

This section for U.S. Entities: Zip Code Look-up

Congressional District: Zip Code+4:

Place of Performance Address ?

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name: Josh Nelson

Email: jnelson@emporiaks.gov Telephone Number: 620-341-4379

Administrative Contact Name:

Email: Telephone Number:

Financial Contact Name: Janet Harrouff

Email: jharrouff@emporiaks.gov Telephone Number: 620-343-4286

Invoice Email:

Authorized Official Name: Tucker Eckols

Email: teckols@emporiaks.gov Telephone Number: 620-343-4299

Legal Address:

Administrative Address:

Same as legal address.

Payment Address:

Same as legal address.

Attachment 3B-2

Highest Compensated Officers

Subaward Number: A24-0081-S018

Subrecipient:

Institution Name: City of Emporia, KS

PI Name: Josh Nelson

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Subaward Number: A24-0081-S018

Attachment 4
Reporting and Prior Approval Terms

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

☐ Monthly technical/progress reports will be submitted to the PTE's Principal Investigator within 15 days of of the end of the month.

☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Principal Investigator .

☐ Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Principal Investigator . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

☒ A Final technical/progress report will be submitted to the PTE's Principal Investigator within 60 days of the end of the Project Period or after termination of this award, whichever comes first.

☒ Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:
Carryover is automatic

Other Reports:

☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Financial Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Financial Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required: Yes

☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements: ?

Subaward Number: A24-0081-S018

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Statement of Work

○ Below ◉ Attached, 3 pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

See Attachment 5A for Scope of Work and Budget details.

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied	0 %	**Cost Sharing** ?	No
Rate Type:	Modified Total Direct Costs	If Yes, include Amount: $	

Budget Details ○ Below ◉ Attached, 3 pages

See Attachment 5A for Scope of Work and Budget details.

Budget Totals

Direct Costs	$ 100,000.00
Indirect Costs	$ 0.00
Total Costs	$ 100,000.00

All amounts are in United States Dollars

2025 KFS Community IRA Scope of Work

For

Emporia

PROJECT: City of Emporia Park Tree Removals and Replanting

PROJECT PERIOD: January 1st 2026 – December 31st 2027

EIN: 486026579

UEI: T7NAKS96JF29

CONTACTS:

City of Emporia:

TECHNICAL – Josh Nelson, City Horticulturist, jnelson@emporiaks.gov, 620-341-4379

SIGNATURE – Tucker Eckols, Public Lands Assistant, teckols@emporiaks.gov, 620-343-4299

FINANCIAL – Janet Harrouff, Director of Finance, jharrouff@emporiaks.gov, 620-343-4286

KANSAS FOREST SERVICE:

TECHNICAL – Blaine Stroble, Northeast District Forester, stroble@ksu.edu, 785-236-3991

SIGNATURE – Matt Norville, Community Forestry Program Coordinator, mnorville@ksu.edu, 785-473-1064

FINANCIAL – Aimee Hawkes, Assistant Director, aimeeh2@ksu.edu, 785-323-0330

SCOPE OF WORK:

All forestry work performed under this subaward shall conform to the American National Standards Institute (ANSI) A300 standards for tree care operations, including but not limited to pruning and planting, to ensure best management practices. All work failing to adhere to these standards will be ineligible for reimbursement.

The city of Emporia, KS will be removing 34 public trees within CEJST identified census tracts. All stumps will be ground and backfilled with dirt. Replacement tree planting will then be done following the required 2 to 1 requirement. Planting 68 ball and burlap replacement trees will include installation, staking, and mulching. Planting stock will be at least 1.5” caliper, selected to have a strong well-developed leader free of insects, disease, and mechanical injury. The species being planted will be from the *Preferred Trees for Northeast Kansas* publication or approved by the KFS NE District Community Forester. Proper planting techniques will be followed, which include the root flare located at the soil level. Techniques will be used to remove and prevent girdling roots. All containers, burlap, and other materials should be removed from the tree including from the root ball. Mulch will be applied 2-4 inches deep, 3-5 feet from the trunk. Mulch will not be applied to form a volcano, and the root flare will be exposed. Tree protection measures will be taken especially in areas where the trees can be damaged by vehicles, mowers, string trimmers, or other hazards. The newly planted trees will be watered as directed by the *Best Management*

Practices for Watering Established Trees and Shrubs. During the first year, planted trees will be watered at least weekly, if not multiple times per week depending on soil and weather conditions. The newly planted trees will be watered for at least two years. Any grant funds remaining after the completion of tree removals and plantings shall be used to perform pruning of existing city trees in accordance with ANSI A300 standards, prioritizing work that enhances public safety, tree health, and long-term canopy development.
The Kansas Forest Service will reimburse the city of Emporia once the work is completed, inspected, and invoices submitted. Multiple reimbursement requests can be submitted on a monthly or quarterly basis.

A final report will be produced by the city of Emporia before the final reimbursement request is submitted. This final report will include, but not be limited to, GIS location points where each tree removal took place, pruning occurred, or new tree was planted. Before and after photos of the removed and planted trees, the total number of trees planted, total cost, amount of material generated, and the use of any forest products will also be included in this report.

SPECIFIC DELIVERABLES:

- Remove and grind stumps of 34 public trees
- Plant at least 68 B&B trees
- Trim public trees with remaining funding

BUDGET: Total Project Budget: $100,000

Detailed Budget Items by Object Class Categories	Requested Amount $	Community Match $	Other Match $	Source of "Other Match"
a. Personnel				
b. Fringe Benefits				
c. Travel				
d. Equipment				
e. Supplies	$21,456.96			
f. Contractual	$78,543.04			

g. Construction				
h. Administrative				
i. Other				
i. Total Direct Charges *(sum of a-i)*	$100,000			
j. Indirect Charges				
k. Totals (i + j)	$100,000			
l. Program Income				

SIGNATURES:

City of Emporia

Kansas Forest Service

Attachment 6

Notice of Award (NOA) and any additional documents

○ The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

◉ Not incorporating the NOA or any additional documentation to this Subaward.

Commission Action Report

Resolution No. 3777

Adopting Policy 2-25 Legal Review of Complex or Ambiguous Matters

Title:	Resolution No. 3777 Adopting Policy 2-25 Legal Review of Complex or Ambiguous Matters
Agenda Date:	November 5, 2025
Presented By:	Christina Montgomery, City Attorney

Background:
City staff have drafted a policy for Legal Review of Complex or Ambiguous Matters. The proposed policy establishes a consistent internal process for identifying, reviewing, and verifying the legal basis of proposed City actions when the City's authority under Kansas law may be complex, uncertain, or unsettled.

Discussion:
The draft policy provides guidance for situations when additional legal verification may be warranted due to lack of precedent, conflicting legal interpretations, or specialized subject matter. The policy outlines procedures for consultation with the City Attorney, independent legal counsel, the League of Kansas Municipalities, or state and federal agencies as appropriate. The policy is intended to promote sound decision-making, transparency, and compliance with Kansas law while preserving the Governing Body's discretion to act within its lawful authority.

Financial considerations:
No financial impact is anticipated.

Recommended action:
Approve Resolution No. 3777 Adopting Policy 2-25 Legal Review of Complex or Ambiguous Matters

Attachments:
Resolution No. 3777 Adopting Policy 2-25 Legal Review of Complex or Ambiguous Matters

RESOLUTION NO. 3777

A RESOLUTION ADOPTING CITY POLICY 2-25 PERTAINING TO LEGAL REVIEW OF COMPLEX OR AMBIGUOUS MATTERS.

WHEREAS, the Governing Body of the City of Emporia, Kansas, recognizes the importance of ensuring that all City actions are legally sound and consistent with constitutional and statutory authority; and

WHEREAS, the City desires to establish a formal policy to define procedures for evaluating and verifying the legal basis of proposed City actions when statutory or constitutional authority is complex or ambiguous.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Emporia, Kansas, that:

Section 1. The Governing Body hereby adopts City Policy 2-25, entitled "Legal Review of Complex or Ambiguous Matters," as part of the City of Emporia Policy Manual.

Section 2. The City Manager and City Attorney are authorized to take all necessary steps to implement and apply this policy.

Section 3. This resolution shall take effect and be in force immediately upon its adoption.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS, this 5th day of November 2025.

____
Erren Harter, Mayor

Attest:

____
Kerry Sull, City Clerk

CITY OF EMPORIA, KANSAS **POLICY MANUAL**

Subject: Legal Review of Complex or Ambiguous Matters	Issued by: Resolution No. 3777	Effective Date: Nov. 5, 2025

2-25 Legal Review of Complex or Ambiguous Matters

1. Purpose.

The purpose of this policy is to define procedures for evaluating and verifying the legal basis of proposed City actions when statutory or constitutional authority is complex or ambiguous. It is intended to promote compliance with Kansas law and prudent exercise of municipal powers.

2. Policy Statement.

When the legality or scope of the City's authority to take a proposed action is reasonably in question, the City will obtain independent legal analysis before advancing or adopting that action. This approach helps ensure that City decisions are well supported, transparent, and consistent with established municipal authority.

3. Scope.

This policy applies to actions of the City Commission, the City Manager, City departments, boards, and commissions, including but not limited to: • Ordinances, resolutions, or policies involving uncertain or untested areas of municipal authority; • Agreements, partnerships, or memoranda of understanding that may exceed, conflict with, or test statutory or constitutional limits; • Actions that may expose the City to litigation or conflict with other governmental or institutional entities; • Expenditures or commitments of City funds where the legal authority, purpose, or funding source may be in question; and • Proposals that may materially affect the City's regulatory authority, legal relationships, or governance with other public or private organizations.

4. Procedure

4.1 Initial Assessment.

Proposals involving legal questions should be referred in writing to the City Attorney. The City Attorney will review the proposal to identify any ambiguity or uncertainty in the City's authority to act. The City's authority may be considered reasonably in question when:

- The action lacks clear statutory or case law authorization;
- Relevant laws or precedents are conflicting or unsettled;
- The proposal involves new or untested areas of law or municipal authority;
- The action may overlap with or be preempted by state or federal law; DRAFT
- The issue involves a specialized area of law that warrants consultation with subject-matter counsel; or

- The proposal presents a material risk of legal challenge or enforcement. If such conditions exist, the City Manager or City Commission may defer further action pending additional review or verification under Section 4.2.

4.2 Independent Legal Verification.

When the City's authority to act is reasonably in question, the City Attorney may, with the approval of the City Manager or City Commission, seek additional legal verification before the matter proceeds. This may include consulting with or obtaining a written opinion from: • The League of Kansas Municipalities; • An independent, conflict-free Kansas attorney or law firm with expertise in municipal law or relevant subject-matter law; • Federal or State agencies with jurisdiction over the subject matter; or • The Kansas Attorney General's Office. Any independent opinion should address whether the proposed action falls within the City's legal authority and identify any statutory, constitutional, or jurisdictional limitations that may apply.

5. Documentation and Transparency.

Legal opinions obtained under this policy will be retained by the City Attorney's Office and remain subject to attorney–client privilege unless disclosure is authorized by the Governing Body or otherwise required by law.

6. Governing Body Discretion.

This policy is not intended to limit the Governing Body's ability to act on any matter as authorized under state law. When the City's authority is reasonably in question, the City will seek additional verification or consultation before proceeding, to the extent permitted under state law and within applicable statutory timeframes for action.

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, October 15, 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.

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. Raymond Rogers, 1704 Berkeley Road, stated he attended the RDA meeting held today and was relaying news and spoke in favor about the possibility of a nuclear facility located in Lyon County.

CITY COMMISSION
(Special Presentation for the Wall that Heals)

City Manager Cocking stated the City would like to thank the team for their dedication in bringing the Wall that Heals to the Emporia community. Keys to the City were presented to the members and to the American Legion Post 5.

ENGINEERING
(Overlander Road Paving Improvements Project No. PV2304)
(KDOT Economic Development Project No. 56 KA-7312-01)
(Kaw Valley Engineering Testing Agreement)

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated Overlander Road Paving Improvements from W. 6th Avenue to US-50 Highway will bring the rural road with open ditches to City standard with the conversion of the roadway into 3 lanes, with center turn lane, of pavement with storm sewer and curb and gutter. Kaw Valley Engineering has submitted a proposal for construction material testing of concrete and soil for an estimated amount of $35,090.00. This proposal, along with other project costs, will be funded from a mixture of $2,500,000.00 from KDOT's Economic Development Program, $1,000,000.00 from the City's Federal Fund Exchange program through KDOT, and from a bond issue. Staff recommend approval of the materials testing proposal with Kaw Valley Engineering and authorize the Mayor to sign the agreement.

Commissioner Curtis made a motion to approve the materials testing proposal with Kaw Valley Engineering and authorized the Mayor to sign the agreement. Commissioner Sauder seconded the motion. The vote follows: Commissioner Curtis, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Smith, aye; and Mayor Harter, aye.

ENGINEERING
(Overlander Road Paving Improvements Project No. PV2304)
(KDOT Economic Development Project No. 56 KA-7312-01)
(Magellan Pipeline Agreement)

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated the Overlander Road Paving Improvements Project will construct rock subgrade, concrete pavement, waterline and storm sewer improvements over and along the Magellan Pipeline, parent company of ONEOK, within the existing Magellan Pipeline easement. The Magellan Pipeline is a cross-country gas pipeline. The proposed agreement includes for a Letter of No Objection mandating specific construction requirements for driveway entrance pavement thickness and reinforcing steel, minimum clearances between Magellan's Pipeline and the City's proposed utilities, and increased insurance coverages for the construction contractor to be maintained a minimum of two (2) years after construction completion. Staff recommend approval of the agreement and authorize the Mayor to sign the Magellan Pipeline Company, L.P./ONEOK, Inc. Letter of No Objections Agreement.

Commissioner Smith made a motion to approve the agreement and authorize the Mayor to sign the Magellan Pipeline Company, L.P./ONEOK, Inc. Letter of No Objection Agreement. Commissioner Curtis seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Curtis, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Harter, aye.

KANSAS HOUSING RESOURCES CORPORATION
(Application to Kansas Housing Investor Tax Credit)
(Frontier Development Group)
(Resolution Number 3774)

Tayler Wash, Assistant City Manager, was recognized and addressed the Governing Body. She stated the Kansas Housing Investor Tax Credit program was created in 2022 which allocated $62 million dollars to state housing programs to address the housing supply issue in Kansas. The Developer, Frontier Development Group, for the Kansas Avenue School Redevelopment Project, has received a total of 74 units of KHITC between 2023-2024 in communities across the state. This proposed resolution authorizes the submittal of an application for 12 KHITC units for project located at 315 S. Market Street. The KHITC application requires a more substantial show of support in the form of a resolution. The resolution does not designate the City as an applicant, merely an endorsement of the developer's independent application. She stated no city funds are required for the KHITC program. Staff recommend approval of Resolution Number 3774 authorizing support for Frontier Development Group Application for KHITC.

Commissioner Brinkman made a motion to approve Resolution Number 3774 authorizing support for Frontier Development Group application for KHITC. Commissioner Curtis seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Curtis, aye; Commissioner Sauder, aye; Commissioner Smith, aye; and Mayor Harter, aye.

PLANNING AND DEVELOPMENT
(Intent w/Lyon County to Annex Land Located at 800 Road 160)
(Resolution Number 3775)

Justin Givens, Zoning Enforcement Officer, was recognized and addressed the Governing Body. He stated the City received a request for annexation from the owners of the property located at 800 Road 160. The property is approximately 58 acres located south of the city limits. This is the first step in the process of bringing that property into the City. The subject property adjoins property previously annexed into the City, but by island annexation statutes, and is not considered to be adjacent to the City. K.S.A. 12-520c, requires that when the City receives a petition or consent for annexation from a property owner, and that property is not contiguous with the City, a resolution from the

Governing Body must be adopted asking the Board of County Commissioners to make certain findings allowing the process to move forward. The resolution should find that the annexation request would not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Lyon County. He stated if the Board of County Commissioners approves the resolution, an ordinance for annexation will be presented at a future meeting. Staff recommend approval of Resolution Number 3775 requesting the Lyon County Board of County Commissioners make certain findings regarding the annexation of property.

Commissioner Sauder made a motion to approve Resolution Number 3775 requesting the Lyon County Board of County Commissioners make certain findings regarding the annexation of property. Commissioner Curtis seconded the motion.

Commissioner Sauder stated this was the first domino to fall in an economic development project that will be impactful for our community. For too long our economic development efforts have been focused on day one impact rather than considering long term potential. Our broken and out dated economic development systems only gave time, attention and resources to those opportunities that were deemed fit which allowed too many opportunities to fall through the cracks; neglected existing businesses and their opportunities to expand; has left us subject to the whim of footloose employers who have no tie here except for our availability of labor, meaning when a local plant, such as Tyson, stops being profitable, the mother ship can just pull the plug and wipe out their presence in our community off the map without any regard to the damage it would cause to our local economy and more importantly, to our people. Years ago, when A-1, Mr. McCoy and his company were looking to expand, they were told that they weren't big enough to warrant the time or attention from our economic development machine. I am thankful that Ron and his family preserved. I am thankful that A-1 grew from its humble beginning to what it is today, now employing over 30 people with a payroll of well over 2 million dollars. That is wealth that is generated locally by our people and that stays in our community because it is owned locally. Make no mistakes, we need our corporate partners. Our major employers help form the backbone of our region and their viability and success will be a major factor in our community's success. But the glue that makes our community strong and generates wealth that stays in the community is the incremental growth of our own. Helping foster the growth of locally owned businesses and people will have a far greater impact on our local economy and community than only waiting for large scale employers to set up shop here. Our economic development future is far too important to leave up to one person who controls one board that has been historically picked from the same small pool of people who only think one way, which has been primarily the preservation of the status quo. We need an economic development machine that contains diversity of thought so that each opportunity or challenge that arises is met with energy and enthusiasm and not pessimism and doubt. We have the resources to fund such an endeavor, and we have spent them poorly in the past at times. While A-1's expansion is a testament to Ron and his team and their past endeavors and forward mentality, the City has demonstrated how economic development could look in our community. The City has played the role of that of a resourceful problem solver. We have listened to and helped find options to help facilitate A-1's growth through a mixture of state and local incentives. Furthermore, we connected A-1's management team with the State Department of Commerce, which many here locally think only a certain few people in our community are able to do. None of us are experts in economic development, Trey is not, I'm not, Mark is not, and Tayler is not, but we have all been able to help, because we have heard Ron tell A-1's story, we see firsthand their success, and we believe their vision for growth. What I have found during this process is that you don't need to be an insider to help local businesses grow, you don't have to be a guy with a rolodex who knows all the players. We need people who believe in each other and that possess problem solving mentality and don't care about who gets the credit. Perhaps most importantly, we need to avoid predetermining if someone else's venture will be successful or not. Congratulations to Ron and his family at A-1 Pump and Jet and best of luck in your newest venture.

Following further discussion, that was a call vote as follows: Commissioner Sauder, aye; Commissioner Curtis, aye; Commissioner Brinkman, aye; Commissioner Smith, aye; and Mayor Harter, aye.

CITY COMMISSION
CITY MANAGER'S REPORT
(Financials & Building Permits)

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

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

1. Monthly Local Retail Sales Tax Receipts Update

	2024	2025	
	$ 552,225.37	$ 588,528.44	**Increase of $36,303.07** for the month, and Overall increase of 2.81% from year 2024.
YTD	**$ 4,820,763.26**	**$4,960,064.80**	

2. City Share from County Tax

	2024	2025	
	$ 282,946.41	$ 302,863.99	**Increase of $19,917.58** for the month, and Overall increase of 4.23% from year 2024.
YTD	**$2,472,115.79**	**$2,581,342.25**	

Building Permits issued from 9/1/2025 to 9/30/2025 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	58
Total valuations associated with those building permits:	$ 1,789,221.15
Total number of dollars collected for Building Permit Fees:	$ 11,215.50
Construct – Single-family dwellings	0
Demo – Single-family dwellings	0
Flint Hills Mall CID for September 2025	$ 17,081.26
YTD	**$ 157,900.38**
Pavilions CID for September 2025	$ 17,420.49
CID #2	**$** 17,420.49
YTD	**$ 289,167.20**
Fairview Hotel CID for September 2025	**$** 7,432.48
YTD	**$ 65,189.13**
West Plaza CID for September 2025	**$** 13,752.21
YTD	**$ 82,478.40**

CITY COMMISSION
(Brownfields Grant Application Announcement)

The City of Emporia, in partnership with Emporia Main Street, are working with Terracon to prepare an Environmental Protection Agency (EPA) Brownfields Grant application. This program provides federal funding to help communities assess, clean up, and redevelop properties that may be affected by environmental contaminants. There are two locations that have a strong remediation potential for reinvestment and revitalization, 915 Commercial Street, former laundromat, and 115 E. 5th Avenue, a mechanical garage. Terracon's expertise will help ensure Emporia's application is competitive to help secure federal funding that will advance local redevelopment goals in underutilized properties. The grant application requires notice to be given to the Governing Body that the grant is being pursued.

Consent Agenda

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

a. Approve minutes of the Regular Meeting held on October 1, 2025.
b. 502 Commercial Fireline Reimbursement.
c. Jones Park Mower Shed Replacement.

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

CITY 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 NOVEMER 5, 2025, MEETING.

- Proclamation Recognizing Small Business Saturday.
- Proclamation Recognizing Animal Shelter Week.
- Resolution for Hazardous Mitigation Plan.

- **Study Session:**
- Zoo Events Update.

CITY COMMISSION
(Governing Body Comment)

This is the time for the Mayor and City Commissioners to make comments and reports to the public. No comments were made at this time.

Commissioner Sauder made a motion to recess the meeting until 11:37 a.m. to Conference Room 1AB. The motion failed for lack of a second.

Commissioner Smith made a motion to recess the meeting until 11:34 a.m. to Conference Room 1AB. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Brinkman, aye; and Commissioner Curtis, aye. Commissioner Sauder and Mayor Harter, aye.

The following items were discussed at the Study Session:

1. State Representative Mark Schrieber's Presentation on Nuclear Energy.
2. Appoint Interviewing Commissioners for the Joint Traffic Safety Committee.
3. Policy Proposal for Legal Review of Complex or Ambiguous Matters.
4. Project Updates from the Engineering Department.
5. Update on Watermain Breaks.

Appoint Interviewing Commissioners for the Joint Traffic Safety Committee.

This is a new position created for the board to the Joint Traffic Safety Committee and two Commissioners will need to be appointed to conduct interviews to fill the position.

It was moved by Mayor Harter and seconded by Commissioner Smith, that Commissioner Brinkman and Commissioner Curtis be appointed to the Joint Traffic Safety Committee as the interviewing commissioners. The vote follows: Mayor Harter, aye; Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; and Commissioner Sauder, aye.

State Representative Mark Schrieber's Presentation on Nuclear Energy.

Mark Schrieber discussed information to the City of Emporia to endorse a letter of support on the proposed TerraPower Natrium Reactor potential plant site in Lyon County.

Commissioner Sauder made a motion authorizing the Mayor to sign a Letter of Support to TerraPower for a potential plant site in Lyon County. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Curtis, aye; Commissioner Smith, aye; and Mayor Harter, aye.

Mayor Harter read the proclamation declaring October 19 through 25, 2025 as "Friends of the Library Week" in Emporia. Friends of the Emporia Public Library raise money that provides the resources for additional programming, needed equipment, support for children's summer reading and special events throughout the year. The work of the Friends is on an ongoing basis and is critically important of well-funded libraries and advocate to ensure that our library gets the resources it needs to provide a variety of services to all ages. The Friends' gift their time and commitment to the library setting an example in how volunteerism leads to positive civic engagement and betterment of our community. The proclamation urged all residents of Emporia to make use of our free Emporia Public Library and shop the Friends' book sale to support our community.

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

Erren Harter, Mayor

ATTEST:

Kerry Sull, City Clerk

Commission Action Report

Resolution No. 3776 Requesting Reimbursement
from Kahola Fund for Fremont Park Bandstand

Title:	Resolution No. 3776 Requesting Reimbursement from Emporia Community Foundation Kahola Fund for the Fremont Park Bandstand
Agenda Date:	November 4, 2025
Presented By:	Mark Detter, Deputy City Manager

Background:

The City Commission approved a refurbishment of the Bandstand in Fremont Park in 2024. The Bandstand project will be completed in early November. The funds will help offset the costs of Bandstand.

Discussion:

The Kahola Funds may be withdrawn at a rate of 3% per fiscal year. The drawdown will cover two years of Kahola Fund allocations for fiscal year 2024 ($80,464.59) and 2025 ($88,372.46). The entire request from the Emporia Community Foundation of Kahola Funds is $168,837.05.

Financial considerations:

Besides the Kahola Funds, the remainder of funds for the Bandstand will come from previous grant funds for Fremont Park, a donation from Evergy, and Special Project funds from the City budget.

Recommended action:

Approve Resolution No. 3776 requesting withdrawal of $168,837.05 from the Emporia Community Foundation to utilize funds from the Kahola Fund to reimburse expenses for the City Bandstand at Fremont Park.

Attachments:

Resolution No.

RESOLUTION NO. 3776

A RESOLUTION AUTHORIZING WITHDRAWAL OF $168,837.05 FROM THE EMPORIA COMMUNITY FOUNDATION TO UTILIZE FUNDS FROM THE KAHOLA FUND TO REIMBURSE EXPENSES FOR CITY BANDSTAND AT FREMONT PARK.

WHEREAS, the Kahola Fund is under the fiduciary care of the Emporia Community Foundation; and

WHEREAS, the City Commission previously authorized by policy a 3% withdrawal of Kahola Funds per fiscal year:

WHEREAS, 3% of the Kahola Fund for 2024 was $80,372.46 and for 2025 was $88,464.59.

WHEREAS, the 3% allotment from the Kahola Fund was not utilized in fiscal year 2024 and 2025.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Governing Body of the City of Emporia, Kansas, authorizes and requests a drawdown of $168,837.05 from the Emporia Community Foundation-Kahola Fund to reimburse expenses for the City Bandstand at Fremont Park.

This resolution shall become effective upon passage.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS, this 5th day of November 2025.

____

Erren Harter, Mayor

ATTEST:

____

Kerry Sull, City Clerk

Commission Action Report

Approval of CDBG Grant Agreement
with the Kansas Department of Commerce

Title: CDBG Grant Agreement with Kansas Department of Commerce for Soccer Complex

Agenda Date: November 5, 2025

Presented By: Mark Detter, Deputy City Manager

Background:

The City Commission approved applying for a CDBG Grant in August for a $4.5 million upgrade to a soccer complex. The grant request was $1.5 million.

Discussion:

The City was informed in October that the CDBG program was awarding $750,000 for upgrades to the soccer complex, which will include at least one new turf field, a new concession stand, new lighting, and a new storage/maintenance building.

Financial considerations:

The request for $1.5 million would have covered the remainder of the project, estimated to cost $4.5 million. The $1.5 million donation from Stormont Vail, plus $1.5 million from the Emporia Recreation Commission, paid for 2/3 of the project. The $750,000 remaining delta in the project funding will come from 3 potential areas:

- Additional Grant Funds
- Cost savings in areas such as synergies and cooperative ventures with Stormont Vail Development.
- Other Available Funds.

Recommended action:

Approve CDBG Grant Agreement with the Kansas Department of Commerce for Soccer Complex

Attachments:
CDBG Grant Agreement
Conditional Award Letter

STATE OF KANSAS
GRANT AGREEMENT NO. **25-PF-019**
between the

STATE OF KANSAS
DEPARTMENT OF COMMERCE

and the

City of Emporia

I. Grant Agreement

A. This Grant Agreement, hereinafter called "Agreement," is between the State of Kansas, Department of Commerce, and its representative, hereinafter called "Department" and the **City of Emporia,** Kansas, hereinafter called the "Grantee." This Agreement consists of the body and the following: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee's APPROVED PROJECT APPLICATION dated **OCTOBER 16, 2025**, (attached and incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department's files) and the GRANTEE HANDBOOK (which is located at https://www.kansascommerce.gov/wp-content/uploads/2024/11/2024-GRANTEE-HANDBOOK-10-29-2024-update.pdf and incorporated by reference as Attachment D).

II. Authority

A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.

B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development Program.

C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.

D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION.

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on **DECEMBER 1, 2025**, hereinafter called the "Commencement Date," and shall be complete on **NOVEMBER 30, 2027**, hereinafter called the "Completion Date," except those activities required for close-out and final audit.

V. Compensation

A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **$750,000** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.

B. In addition, the Grantee shall provide **$2,995,492** in other sources of funds to this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.

C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **$750,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.

E. It is hereby agreed that funds committed to be provided by the Department are conditioned upon the availability and use of funds to be provided by the Grantee from other sources. In the event any portion of the funds required to be provided by the Grantee pursuant to subsection (B) of this section are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee.

F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

VI. Indemnification

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

VII. Obligations of Grantee

A. All the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.

B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.

C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.

D. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.

E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the CONDITION LETTER.

VIII. Environmental Review Compliance

A. This Agreement is subject to the requirements of the National Environmental Policy Act of 1969 (P.L. 01-190, as amended), and the environmental review procedures as set forth in 24 CFR Part 58. The Grantee shall:

1. Determine the need for an environmental review;
2. Conduct a formal environmental review of the project's environmental impact, if necessary, either through an Environmental Assessment or Categorically Excluded Statutory Checklist review;
3. Maintain a written documentation of the environmental review determination made for the project;
4. Comply with procedures, standards, and guidelines contained in federal statutes and regulations; and
5. Follow required procedures in submitting a Request for Release of Funds (RROF) to the Department and in seeking certification.

B. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the Department under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.

C. The Grantee agrees to assume all the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of the Federal Act. The Grantee shall not delegate the Environmental Review responsibilities.

IX. Program Costs

A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's procedures as described in the Grantee Handbook (the "Department's Procedures") and as required under 2 CFR Part 200. Cost items not specifically authorized may only be incurred after written approval by the Department.

B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

C. The total "Small Cities CDBG Funds" expended for "Administration" shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this Agreement.

D. The Grantee shall not incur costs on any program activity until the Environmental Review required under 24 CFR 58 has been completed and the Department has issued the "Notice of Release of Funds."

E. Any program activities performed by the Grantee in the period between notification of award and the Commencement Date shall be performed at the sole risk of the Grantee. In the event this Agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during the period of performance shall be reimbursed in accordance with the terms and conditions of this Agreement.

F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.

G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be more than approved budget; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.

H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

X. Requisition of Grant Funds

A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than once a week or in amounts less than $3,000 and in no more than $200,000. Requisitions greater than $200,000 must be pre-approved by the Department.

B. The Grantee shall establish procedures to ensure that Treasury funds received through requisition process shall be expended within three (3) business days of receipt of the funds in the Grantee depository account.

C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.

D. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.

E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

XI. Depositories for Program Funds

A. The Grantee shall maintain a separate record for money received under the Community Development Program. The only funds that shall be included in this record are:

   1. Moneys received from the Department.

   2. Program income earned through program activities.

B. Any interest earned on CDBG grant funds shall be remitted to the Department for subsequent return to the United States Treasury.

XII. Financial Management

A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Program.

B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:

1. Maintenance of separate accounting records and source documentation for the Community Development Program;
2. Provision for accurate, current and complete disclosure of the financial status of the Program;
3. Establishment of records of budgets and expenditures for each approved project;
4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
5. Provision of financial status reports in the form specified by the Department;
6. Compliance with the Department's audit requirements (2 CFR Part 200); and
7. Consistency with generally accepted accounting principles unless a waiver of GAAP has been received by the Grantee from the Department.

XIII. Monitoring and Reporting

A. The Grantee shall monitor the activities of the Community Development Program, including those of contractors and subcontractors, to assure that all program requirements are being met.

B. The Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule. These reports shall be in a format prescribed by the Department.

C. The Grantee shall submit a Final Progress Report with the close-out no later than ninety (90) days following the Completion Date.

D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.

E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

XIV. Procurement Procedures

A. The Grantee shall use established local procurement procedures which reflect applicable federal, State, and local laws and regulations and the Department's Procedures for the establishment of procurement systems.

B. In accordance with the procurement requirements of the Department's Procedures, the Grantee will give opportunity for free, open, and competitive bidding for each contract to be let by the Grantee that is (a) for more than $25,000 and (b) for installation, construction, reconstruction, demolition, removal or site improvement work, or other similar work as part of the Program unless the local procurement policy is stricter. Procurement of goods and services procured with only local funds shall be governed by local procurement policies and as further described in the Department's Procedures.

C. In accordance with the procurement requirements of the Department's Procedures, the Grantee shall follow the "competitive negotiations" requirements for the procurement of consultants and other professional services. The Grantee shall follow Small Purchases requirements for the procurement of supplies or services with costs under $25,000, including soliciting three quotes from potential vendors.

D. The Grantee and its subrecipients, if any, must take affirmative steps to ensure that small and minority firms and women-owned enterprises are solicited and used when possible.

E. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered in support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

XV. Bonding Requirements

A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. In accordance with the Department's Procedures, the Department has established bonding and insurance requirements for construction or rehabilitation and the bids and contracts that exceed $25,000. For all contracts less than $25,000, the Grantee will follow local policies and procedures relating to bonding and insurance, however, the Department recommends some type of security be secured for these contracts. The following types of bonds are required for contracts $25,000 and above per Department's Procedures:

- A bid guarantee from each bidder equivalent to five (5) percent of the bid price, secured by a bid bond or certified check;
- A 100 percent "performance bond" on the part of the contractor to secure fulfillment of all the contractor's obligations under the contract; and
- A 100 percent "payment bond" on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.

B. The Department reserves the right to promulgate, modify and enforce bonding procedures and requirements applicable to any project.

C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XVI. Program Income

A. For the purposes of this Agreement, "Program Income" is defined in 24 CFR 580.489(e). Program Income means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department. Such income may include proceeds from the sale of real property, interest earned on revolving loan funds, or loan payments. Program Income does not include interest earned on cash advances from the Department.

B. It is the policy of the Department that funds received by the Grantee considered to be Program Income shall be immediately reported and returned to the Department. The Grantee may only retain Program Income with the direct approval of the Department.

XVII. Program Close-out Procedures

A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.

B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.

C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee's files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.

D. The Department retains the right to recover any amount of unobligated grant funds.

E. The Grantee shall account for any property acquired with grant funds or received from the federal or state government in accordance with the Department's property management procedures.

XVIII. Termination for Convenience

A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.

B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

C. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

XIX. Suspension or Termination-for-Cause

A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

B. The Department, after reasonable notice may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.

C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

XX. Audit Requirements

A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical to the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Department's Procedures, which have adopted certain aspects of 2 CFR Part 200.

   1. If the local government expends $1,000,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with the Audit Requirements in Subpart F of the 2 CFR Part 200. An audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.

   2. If the local government expends less than $1,000,000 in a fiscal year, it will be the option of the Department to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.

   3. Grantee's will be required to submit the "audit information form" to the Department each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.

B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.

C. If any expenditures are disallowed because of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

XXI. Retention of and Access to Records

A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.

B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.

C. Any contract or agreement entered by the Grantee shall contain language comparable to subsection (B) to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

D. The Grantee shall make all project files and records available to the public following the Kansas Open Records Act (K.S.A. 42-215, et. seq.) requirements. The Grantee shall be responsible for ensuring public records which are exempt from disclosure are protected.

XXII. Conflict of Interest

A. The Department has adopted a conflict-of-interest policy that incorporates the provisions of 24 CFR 570.611 and 2 CFR 200.112. The Kansas Conflict of Interest policy can be found in the Grantee Handbook.

B. This policy is applicable in the procurement of supplies, equipment, construction, and services by Grantees and subrecipients. The policy also covers the acquisition and disposition of real property and the provisions of assistance by the Grantee or subrecipients to individuals, businesses, and other private entities in the form of grants, loans, or other assistance through eligible activities of the program which authorize assistance.

C. This policy shall apply to any person who is an employee, elected or appointed official, agent, consultant, officer, or any immediate family member or business partner of the above, of the Grantee, or of any designated public agencies, or subrecipients which are receiving CDBG grant funds.

D. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year afterward.

E. The Grantee shall incorporate, or cause to be incorporated, in all third-party agreements, a provision prohibiting such conflict of interest pursuant to this Section.

F. The Grantee shall not employ, nor shall permit any third party to employ, any employee of the Department.

XXIII. <u>Equal Opportunity</u>

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

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

XXIV. <u>Fair Housing</u>

Grantee will conform with the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing (AFFH). The requirement to affirmatively further fair housing dictates some form of action to be taken by the Grantee, not just passive compliance with existing laws and ordinances. This requirement is applicable to all CDBG funded activities, no matter the activity, and for each year the Grantee has an open CDBG grant.

Fair housing choice is the ability of persons of similar income levels to have available to them a like range of housing choices regardless of race, color, national origin, religion, sex, familial status, or disability. Grantee must make a commitment to affirmatively further fair housing in the community as a recipient of CDBG funds.

The Grantee must:

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

XXV. <u>Waiver of Enforcement</u>

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

XXVI. <u>Reversion of Assets</u>

A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.

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

C. The title to supplies purchased with CDBG funds will vest upon acquisition in the Grantee. When there is a residual inventory of unused supplies valued at $10,000 or less, in the aggregate, at the end of the period of performance, the Grantee may retain the unused supplies with no further responsibility to the Department or HUD.

XXVII. Change of Use of Real Property

A. For real property purchased with CDBG funds, the Grantee may not change the use or planned use of any property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, unless the Grantee provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:

   1. The new use of the property qualifies as meeting one of the national objectives and is not a building for the general conduct of government; or

   2. The requirements in paragraph (B) of this section are met.

B. If the Grantee determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (A) of this section, it may retain or dispose of the property for the changed use if the State's CDBG program is reimbursed, at the discretion of the Department. The reimbursement shall be in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. However, if the change in use occurs five (5) years or more after the project closeout, the Grantee shall be allowed to use, or dispose of, the property with no further obligation to the Department or HUD.

C. Following the reimbursement of the CDBG program in accordance with paragraph (B) of this section, the property will no longer be subject to any CDBG requirements.

XXVIII. Labor Provisions

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

   1. Prevailing wage rates;

   2. Submittal of payrolls and related reports;

   3. Disputes concerning wage rates and classification of labor;

   4. Contract work hours and safety standards act overtime compensation;

   5. Termination; debarment; subcontractors; and

   6. Evidence of completion.

B. This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and the HUD regulations issued at 24 CFR Part 75.

C. Grantees must ensure all construction contracts more than $2,000 comply with all applicable federal labor provisions, including:

   3. Section 110, Title I, Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301);

   4. Davis-Bacon Act (40 U.S.C. 276a – 276a-5);

   5. Copeland "Anti-Kickback" Act (47 U.S.C. 276c);

   6. Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 327-333);

   7. Fair Labor Standards Act – FLSA (20 U.S.C. 201 et seq);

   8. Title 29 Code of Federal Register (CFR), Parts 1, 2, 5, 6, and 7;

   9. Federal Labor Standards Compliance in Housing and Community Development Programs Administration and Enforcement Handbook (HUD Handbook No. 1344.1).

D. All contractors are responsible for paying all employees working on a federally funded project the appropriate Davis-Bacon wage rate on a weekly basis. Other payment schedules such as bi-weekly, bi-monthly, monthly and the like are not acceptable. Contractors must submit payroll records weekly for each week in which any contract work is performed within seven (7) calendar days of the payment date. The Prime Contractor is responsible for submission of payrolls by all subcontractors.

E. Grantees must develop a compliance and enforcement procedure that ensures all applicable labor standards requirements are met. The Grantee must designate a labor standards compliance officer to review and oversee the labor standards requirements.

XXIV. <u>Budget Amendments and Other Changes</u>

A. During the implementation of the grant project, the Grantee may revise the CDBG budget line items in the CONTRACT PROJECT BUDGET FORM; <u>provided</u> that:

1. The cumulative effect of the revision is to not make line-item budget transfers which exceed ten percent of the total grant or $10,000 cumulative of CDBG monies, whichever is less;
2. The change does not increase any professional services of the CDBG approved budget;
3. The change will not significantly change the scope, location, or objectives of the approved activities; and
4. The change does not add or eliminate any activity.

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

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

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

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

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

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

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

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: ____
CDBG Program
Kansas Department of Commerce

By: ____
Notary Public, State of Kansas

<u>City of Emporia</u> Kansas
(Grantee)

By: ____
(Name) (Title)

(SEAL)

ATTEST: __________________________________
(For the Grantee)

SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **OCTOBER 16, 2025**.

2. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended $750,000 or more of total federal funds from all sources must have an annual audit.

3. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).

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

5. The Grantee shall adhere to the Build America Buy America Act ("BABA”), as codified in 41 U.S.C. § 8301, and 2 C.F.R. Part 184 and in conformance with the Department’s Procedures. Grantee understands that none of the funds provided under this award may be used for an infrastructure project unless:

   (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and

   (2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

   (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

   Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

   Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

   Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

   Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered "produced in the United States." Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

______________________________	______________________________
Date	Official

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

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

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

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

____ ____________________
Signature, Title of Contractor Date

____
Printed

____
Name of Company

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

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

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

WHEREAS, a "covered foreign country" means any of the following: (1) The People's Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism[1].

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

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

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

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

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

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

CONTRACTOR

______________________________ ______________________

Signature, Title Date

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

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

Department of Commerce
915 SW Harrison Suite 250
Topeka, KS 66612-1354
David C. Toland, Secretary

Kansas Department of Commerce

Phone: (785) 296-3481
Fax: (785) 296-5055
KansasCommerce.gov
Laura Kelly, Governor

October 16, 2025

The Honorable Erren Harter
Mayor, City of Emporia
111 East 6th Avenue
PO Box 928
Emporia, KS 66801

RE: Award/Condition Letter for CDBG Grant No. 25-PF-019 Contract

Dear Mayor Harter:

On behalf of Governor Laura Kelly, I am pleased to award the City of Emporia a grant of $750,000 through the Kansas Small Cities Community Development Block Grant program. Added to the local contribution of $2,995,492, the total estimated project cost will be $3,745,492. This award will provide a portion of the needed funding for your soccer field project.

A Grantee Workshop will be held via Zoom for public entities awarded funds. The Grantee is **required** to attend the entire training to receive instructions on how to begin the grant administration process and will need to have one person from the City to represent them. The workshop will be held Tuesday, October 21, 2025, from 2:00 p.m. to 4:00 p.m. You can sign up for the workshop at this link: CDBG Grantee Workshop Sign Up.

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

To secure the CDBG funding in this Award/Condition letter, the following items must be resolved by December 1, 2025:

- *The City of Emporia must submit an updated budget form and revised project scope reflecting the reduced CDBG award amount of **$750,000**. The revised scope must clearly identify which project elements will be completed, phased, or removed based on the adjusted funding level.*
- *The City must submit a letter from the governing body explaining how the remaining **$3,745,492** in non-CDBG match funds will be provided. The letter should specify all funding sources, their commitment status, and any relevant supporting documentation. The total project cost must remain consistent. If any funding sources or amounts change, updated documentation must be provided.*

The official start date for this award is **December 1, 2025**. **Please note that this Award/Condition Letter is part of the CDBG contract and should be reviewed in detail.**

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

The project's construction contract must be awarded within one year from the contract start date of **December 1, 2025**. **Failure to meet the construction contract deadline or any other program timelines may result in withdrawal of the grant**.

We look forward to assisting you in implementing this project. If you have any questions related to this award, please contact Ginny Eardley of the CDBG staff at (785) 230-6319.

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

Sincerely,

David C. Toland

David C. Toland
Lt. Governor/Secretary of Commerce

DT:GE:cav

Commission Action Report
Informational Items

Title: Informational Items

Agenda Date: November 5, 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, November 19, 2025.

Commission Meeting :
- Awarding Industrial Park II Drainage Engineering Services
- Annexation of 800 Rd 160
- Resolution for Hazardous Mitigation Plan

Study Session :
- Discuss Mowing Procedure
- Discuss Fees

Commission Action Report
Executive Session

Title: Executive Session

Agenda Date: November 5, 2025

Recommended Action:
Recess into executive session for 20 minutes inviting pertinent city staff for the purpose of consultation with the City Attorney regarding a legal matter. The justification for executive session is provided in K.S.A. 75-4319(b)(2) to protect privileged communication in the attorney-client relationship. The open meeting will resume in this room at approximately __:_____ a.m./p.m.

Study Session Report

Discuss Concrete Paving of 13th Ave Brick Street east of Highland St

Title:	Discuss Concrete Paving of 13th Ave Brick Street east of Highland St
Agenda Date:	November 5, 2025
Presented By:	Jim Ubert, City Engineer

Background:
The City has a Brick Street policy that covers the paving of the streets listed below.

Discussion:

1. Due to the condition of the existing brick street on 13th Avenue between Highland Street and Exchange Street, it is proposed that the City repair a portion of the brick street with concrete.

2. Due to the construction of the new Fire Station #1, 5th Avenue from Mechanic Street to Union Street, it is proposed to repair the brick street with concrete and/or asphalt.

Financial Considerations
There is an estimated cost savings in reconstructing 13th Avenue brick street with a concrete repair.

Attachments
Proposed area to be repaired with concrete street (13th Avenue) & the City's Brick Street Policy.

13th Avenue, east of Highland Street Image

SUBJECT: Street & City Improvement Policy

ISSUED BY: City Commission

EFFECTIVE DATE: 10/05/11

4-2 BRICK SURFACED STREET REPAIR

A. BACKGROUND

In1988 the City Commission and staff developed a policy regarding the maintenance and replacement of existing brick streets within the City Limits. The policy indicated that streets with brick surfaces were to continue to be maintained as brick. Subsequent to the acceptance of this policy, the City has improved numerous blocks of brick streets since the 1988 Policy was implemented. The streets that are recommended to remain brick were selected based upon the historic significance of its location, purpose, connectivity, and value that the brick street adds to the neighborhood it serves. The condition of the street was not a consideration for this determination.

B. PURPOSE

The purpose of this policy is to:

1. Update the 1988 Brick Street Policy
2. Establish which streets should continue to be maintained as brick.
3. Preserve the brick streets that are to remain brick due to their historic significance
4. Enhance the historical atmosphere of the neighborhoods which have brick streets; and
5. Establish a policy for repairs to brick streets due to street cuts.

C. POLICY

1. There are two classes of brick streets as follows:

A. The following street segments are recommended to remain as brick:

1. Union Street from 11th Avenue to the BNSF
2. East 5th Avenue from Market Street to Cottonwood Street
3. East 8th Avenue from Union Street to Cottonwood Street
4. East 9th Avenue from Mechanic Street to Exchange Street
5. East 10th Avenue from Mechanic Street to Exchange Street
6. East 11th Avenue from Mechanic Street to Union Street
7. South Neosho Street from South Avenue to Randolph Avenue
8. Washington Street from 12th Avenue to 15th Avenue
9. Berkeley Road from Sherwood Way to 18th Avenue
10. Rural Street from 15th Avenue to 18th Avenue

Streets in this class are not totally excluded from being replaced by asphalt or concrete but will be evaluated by City Staff and referred to the City Commission for approval before alternative street materials are used.

B. The remaining 16 blocks of brick streets that are not listed above could be maintained or reconstructed of either asphalt or concrete at a future time when need and budget allows. The City Commission may consider replacing these streets in brick on a case by case basis depending on condition and available funding.

2. If a brick street is approved for reconstruction with either asphalt or concrete then a neighborhood meeting concerning the proposed project must be held to communicate with the public and allow residents the opportunity for input regarding the proposed street project.

3. All opening or cutting of brick surfaced streets shall be replaced by paving brick.

4. The costs shall be paid by the person, company, or organization requesting the before opening to be made.

5. No surfacing shall be applied over a brick street in residential areas without the consent of the Governing Body.

6. The purpose of this policy is to maintain and retain the brick surfaced streets in Emporia.

D. PROCEDURE

1. Company requiring street cut contacts the City to request the work be conducted.

2. City of Emporia Street Department does all digging before and repair of the cut after the work is completed.

3. Charges are assessed to the company which did the work.

13th Avenue, east of Highland Street