



**Emporia**  
Kansas

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**CITY COMMISSION**  
**WEDNESDAY, FEBRUARY 18, 2026 AT 11:00 AM**  
**CITY COMMISSION CHAMBER**

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**ORDER OF BUSINESS**

**CALL MEETING TO ORDER** Mayor Becky Smith

**MEMBERS PRESENT**

Vice-Mayor Tammi Ogle  
Commissioner Monica Duncan  
Commissioner Erren Harter  
Commissioner Kurt Steinkuhler

**PROCLAMATIONS**

Proclamation Recognizing the Month of February as National Career & Technical Education (CTE) Month

Accepted by: Caron Daugherty, Flint Hills Technical College President

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**PUBLIC FORUM**

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

**NEW BUSINESS**

- 1) **Public Hearing on Close Out of CDBG Commercial Rehabilitation Grant at 517 Merchant**  
*Presented by: Mark Detter, Deputy City Manager*  
**Recommended Action:** Conduct Public Hearing on close out of CDBG Commercial Rehabilitation project at 517 Merchant
- 2) **Appoint Member to the Flint Hills Technical College Board of Trustees**  
*Presented by: Mayor Becky Smith and Vice-Mayor Tammi Ogle*  
**Recommended Action:** Approve the appointment of Brian Potter to the Flint Hills Technical College Board of Trustees
- 3) **Agreement for Safe Streets for All**  
*Presented by: Jim Ubert, City Engineer*  
**Recommended Action:** City staff recommends approval of the FHWA SS4A Project Agreement in the amount of \$300,000 with the cost shares as indicated above and authorize the City Manager to sign the agreement
- 4) **Resolution No. 3788 Authorizing Use & Issuance of General Obligation Bonds for the Purchase of Street Sweeper**  
*Presented by: Brian Silcott, Interim Public Works Director*

**Recommended Action:** Adopt Resolution No. 3788 authorizing the use of general obligation bonds to finance the acquisition of an Elgin Whirlwind street sweeper

**COMMUNICATIONS**

*Presented by Trey Cocking, City Manager.*

- 1) Financials & Permits

**CONSENT AGENDA**

*Presented by Trey Cocking, City Manager.*

- 1) Commission Meeting Minutes for February 4, 2026
- 2) Ordinance 26-02 Establishing a Common Consumption Area

**INFORMATIONAL ITEMS**

*Presented by Trey Cocking, City Manager.*

- 1) Informational Items

**GOVERNING BODY COMMENTS**

Mayor Becky Smith  
Vice-Mayor Tammi Ogle  
Commissioner Monica Duncan  
Commissioner Erren Harter  
Commissioner Kurt Steinkuhler

**EXECUTIVE SESSION**

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

**NO STUDY SESSION**

**ADJOURNMENT**



## PROCLAMATION

**WHEREAS**, February 1-28, 2026, has been designated Career and Technical Education (CTE) Month<sup>®</sup> by the Association for Career and Technical Education and supported by Flint Hills Technical College; and

**WHEREAS**, at Flint Hills Technical College, CTE programming offers students the opportunity to gain the academic, technical and employability skills necessary for career readiness; and

**WHEREAS**, students in CTE programs at Flint Hills Technical College participate in hands-on, authentic experiences that improve their quality of education and increase engagement and achievement; and

**WHEREAS**, CTE provides students with experiential career opportunities in their college educational experience, which enables students to make informed and beneficial decisions about their academic coursework and pursue established programs of study and career pathways with Flint Hills Technical College and its educational partners; and

**WHEREAS**, leaders from business and industry nationwide report increasing challenges related to addressing the skills gap and connecting qualified professionals with careers in critical and growing CTE-related fields, such as advanced manufacturing, cybersecurity, energy, healthcare, information technology, and transportation; and

**WHEREAS**, CTE programs with Flint Hills Technical College prepare students for these and other rewarding careers by offering integrated programs of study that lead to the attainment of certificates, degrees, and industry-recognized credentials; and

**WHEREAS**, CTE programs with Flint Hills Technical College ensure that employers have access to a qualified and thriving workforce, ensuring our region and nation have a strong and competitive economy.

**NOW THEREFORE**, I Becky Smith, Mayor for the City of Emporia, do hereby proclaim February 1-28, 2026, as

### **CAREER & TECHNICAL EDUCATION MONTH**

and urge all citizens in this community to become familiar with the services and benefits offered by Flint Hills Technical College and to support and participate in these CTE programs to enhance their individual skills and productivity

On this 18<sup>th</sup> Day of February 2026

ATTEST:

\_\_\_\_\_  
Becky Smith, Mayor

\_\_\_\_\_  
Kerry Sull, City Clerk



## Commission Action Report

Public Hearing on Close out of  
CDBG Commercial Rehabilitation Grant at 517 Merchant

**Title:** Public Hearing on Close out of CDBG Commercial Rehabilitation Grant at 517 Merchant

**Agenda Date:** February 18, 2026

**Presented By:** Mark Detter, Deputy City Manager

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### Background:

The Department of Commerce Small Cities CDBG program requires Public Hearing on the close out of projects receiving CDBG funding. The Gazette Building at 517 Merchant has completed with the CDBG portion of the project. The hearing will allow for public comment on the project.

### Discussion:

The proposed scope of work consisted of sprinkler system, roofing, ADA restrooms, service lines for fire/domestic, fire alarm, clean & repair masonry wall, ADA elevator & shaft, repoint/rebuild brick masonry, remove/replace windows, and miscellaneous appurtenances related to construction activities

### Financial considerations:

The project received \$248,000 in CDBG Funds with \$261,901 local match funds from the owner of the building at 517 Merchant. The City contributed no money to the project.

### Recommended action:

Conduct Public Hearing on close out of CDBG Commercial Rehabilitation project at 517 Merchant.

### Attachments:

Letter to Mayor Smith  
Public Hearing Notification

David C. Toland, Secretary

Laura Kelly, Governor

February 3, 2026

The Honorable Becky Smith  
Mayor, City of Emporia  
111 East 6<sup>th</sup> Avenue  
PO Box 928  
Emporia, KS 66801

RE: Emporia 23-CR-004

Dear Mayor Smith,

On January 13, 2026, I met with Garrett Nordstrom, from Government Assistance Services (GAS), to monitor the above-referenced CDBG Project. This final monitoring should be viewed as a cooperative effort between the Community Development Block Grant (CDBG) staff and the city. The field staff makes observations by reviewing project files and performing site visits.

The final monitoring covered the following areas: program progress, National Objective, financial management, environmental review, procurement, labor standards, equal opportunity, quarterly progress reports, Section 3, BABA, and citizen participation.

The following observations have been made:

Program Progress: The project has completed 100% of construction after 28 months.

National Objective: The project meets the National Objective of Eliminating Slums and Blight on a Spot Basis. The blight resolution was passed by the city and the scope of work addressed all code violations and conditions detrimental to health and safety of the community noted in the resolution. The scope of work addressed all identified conditions and eliminated the Blight.

Financial Management: As of the monitoring, the city has requested and expended \$248,000 of the total \$250,000 in CDBG funds. The local budget overspent \$261,901 of their \$253,419 local match.

Environmental Review: The city correctly determined and completed a Categorical Exempt Subject To (CEST) environmental review. The environmental release date was March 7, 2023.

Procurement: The city is utilizing GAS staff for grant administration to be paid out of local funds. The city has adopted written local procurement and code of conduct policies. The architect contract was awarded to Ben Moore Studios and paid with local funds. The city showed compliance with federal and state regulations in the procurement of general contractor Mitchell-Markowitz Construction.

Labor Standards: This project utilized Davis-Bacon General Wage Decision KS20240020 dated 06/21/2024 for Building. A review of the project files indicated that construction payrolls had been submitted weekly. The appropriate labor standards and Davis-Bacon wages were being followed by the contractors and the city. A total of four employee interviews, two for subcontractor Hartman and two for

Mitchell-Markowitz, were conducted with no issues. The city submitted the Verification of Contractor Eligibility forms on all contractors used on this project.

Equal Opportunity:

Fair Housing: For the 2023 activity, the city created a fair housing poster about Recognizing Discrimination. For their 2004 activity, the city created a FH poster providing the FH Hotline number. And lastly for 2025, the city created FH bookmarks. All activities are up to date and inform the public.

Beneficiaries: The project beneficiary demographic data, as it appeared on the city's CDBG application, has been verified and approved.

Certifications: The administration, architect, and construction contracts all complied with appropriate civil rights certifications and requirements.

Quarterly Progress Reports: All Quarterly Progress Reports were submitted on time.

Citizen Participation: The required pre-application public hearing was held before grant submittal. The advertisement publishing and public hearing were conducted properly. A second public hearing will detail proposed activity and completed activity to review grant performance and must be held before closeout.

Section 3: The project is subject to Section 3 requirements. To date, the project included 2,400 labor hours worked. Of those labor hours, 908 labor hours were worked by Section 3 workers, providing a percentage of 37.8%. Also, 149 labor hours were worked by Targeted Section 3 workers, providing a percentage of 6.2%. Based on the labor hours worked, the project meets Safe Harbor.

BABA: The project is subject to BABA for iron and steel construction materials. The city has completed and submitted the BABA Status Worksheet, and they did not seek any waivers. Compliance was documented for each request for payment.

Conclusion: The city is in compliance with the state and federal program requirements. The cooperation of the city and the grant administrator during this monitoring is greatly appreciated. The city may now conduct its performance public hearing and process closeout of this project.

The project can closeout fiscally. The project will not closeout programmatically until the renovated commercial space(s) are occupied and operational. Commercial operations are required to commence within one year of the project's Certificate of Completion. Please provide documentation of commercial operations commencing within the required time frame to your Project Manager.

If you have any questions or concerns, please feel free to contact me at [tim.parks@ks.gov](mailto:tim.parks@ks.gov) or by phone at 785-480-8072.

Sincerely,



Timothy Parks  
CDBG Specialist

cc: Garrett Nordstrom, GAS

## **Performance Public Hearing Notice**

The city of Emporia, KS will hold a public hearing on Wednesday, February 18, 2026, at 11am, in the City Commission Room located at 518 Mechanic St for the purpose of evaluating the performance of Grant No. 23-CR-004 which was for a Commercial Rehabilitation Project.

The proposed activities included the rehabilitation of a commercial building owned by Gazette Building Development LLC located at 517 Merchant Street, Emporia, KS 66801. The proposed scope of work consisted of sprinkler system, roofing, ADA restrooms, service lines for fire/domestic, fire alarm, clean & repair masonry wall, ADA elevator & shaft, repoint/rebuild brick masonry, remove/replace windows, and miscellaneous appurtenances related to construction activities.

Actual accomplished activities included masonry, roofing, new roof gutters and downspouts, ADA-compliant restrooms, and modifications to the water service line.

This grant was funded, all or in part, from the Kansas Department of Commerce, Small Cities Community Development Block Grant (CDBG) funds. All aspects of the grant will be discussed, and oral and written comments will be recorded and become a part of the City of Emporia's CDBG Citizen Participation Plan. If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact City of Emporia Jeff Lynch, ADA Coordinator at least 48 hours before the public hearing at 620-343-4285 or [jlynch@emporia-kansas.gov](mailto:jlynch@emporia-kansas.gov).



## Commission Action Report

### Appoint Member to Flint Hills Technical College Board of Trustees

**Title:** Appoint Member to the Flint Hills Technical College Board of Trustees

**Agenda Date:** February 18, 2026

**Presented By:** Mayor Becky Smith & Vice-Mayor Tammi Ogle

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**Background:**

The Flint Hills Technical College Board of Trustees requests that the City Commission fill board openings with qualified candidates.

**Discussion:**

Applications were received, and interviews were conducted by Mayor Smith and Vice-Mayor Ogle.

Interviewing Commissioners recommend the appointment of Brian Potter to fill an unexpired term ending June 30, 2028.

**Recommended action:**

Approve the appointment of Brian Potter to the Flint Hills Technical College Board of Trustees.

# City of Emporia Board Application

01/29/2026 4:32 PM (CST)



## City of Emporia Board Application

Select board, commission, or committee to apply.

- Flint Hills Technical College Board of Trustees

Future Board and Commission Openings

- [REDACTED]

Name Brian Potter

Address [REDACTED]

Email [REDACTED]

Phone number [REDACTED]

Business Address [REDACTED]

Business phone number [REDACTED]

Occupation Vice President

Length of residency in Emporia 26 Years with Simmons

Are you a registered voter?

High School Chase County High School

College Cloud County Community College and Emporia State University

Hobbies [REDACTED]

Are you currently serving on other boards, commissions, or committees? No

Have you served on a board, commission, or committee before? Yes

If yes, which board, commission, or committee? Flint Hills Technical College  
Strong City United Methodist Church  
Cottonwood Fall United Methodist Church

Please, enter basic resume information. Lengthy experience working for Simmons and working with local, schools, colleges, city and state agencies. Previously served on the board and led through several

opportunities including the selection of the current President.

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**Please, tell us why you would like to be a member of this board, commission, or committee.**

My expertise can help support critical decisions at the college and lend in the strategic outlook of the college. I can help facilitate conversation that strengthens the relationship between FHTC, the State of Kansas, the City of Emporia and 4 year colleges.

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## Commission Action Report

Approve Agreement with Federal Highway Administration (FHWA)  
for SS4A Grant Program

**Title:** Approve Agreement with Federal Highway Administration (FHWA)  
for Safe Streets for All (SS4A) Grant Program

**Agenda Date:** February 18, 2026

**Presented By:** James Ubert, City Engineer

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### **Background:**

The Infrastructure Investment and Jobs Act (IIJA) established the Safe Streets and Roads for All (SS4A) competitive grant program with \$5 billion in appropriated funds over 5 years, 2022 to 2026. The City of Emporia Engineering Department submitted the SS4A application and was approved during FY2023 (December 2023) for \$300,000 (FHWA share = \$240,000, KDOT share = \$45,000, & City share = \$15,000). After the FHWA approval, CofE Engineering staff participated in multiple meetings with FHWA Topeka staff in 2024. After the 2024 Presidential election, the SS4A program was reviewed by the current executive administration. In summer 2024, the City Engineering Department was funded \$45,000 (of the \$300,000 total) by KDOT. There is an agreement in place with KDOT for that \$45,000 reimbursement. Fall 2025, City Engineering staff was contacted by FHWA Topeka staff about the FHWA SS4A agreement. After some iterations with FHWA and City staff (Engineering and City Attorney) review, it is now ready for City Commission approval.

### **Discussion:**

The FHWA SS4A agreement is to fund a Transportation Safety Study throughout the City of Emporia.

### **Financial considerations:**

FHWA pays \$240,000, KDOT pays \$45,000 and the City of Emporia's share is \$15,000 of the \$300,000 Transportation Safety Study.

### **Recommended action:**

City staff recommends approval of the FHWA SS4A Project Agreement in the amount of \$300,000 with the cost shares as indicated above and authorize the City Manager to sign the agreement.

### **Attachments:**

FHWA SS4A Agreement and Exhibits

**1. Federal Award No.**

693JJ32640042

**2. Effective Date**

See No. 17 Below

**3. Assistance**

**Listings No.**

20.939

**4. Award To**

City of Emporia

104 E. 5<sup>th</sup> Ave.

PO Box 928

Emporia, KS 66801-3918

Unique Entity Id.: T7NAKS96JF29

TIN No.: 48-6026579

**5. Sponsoring Office**

U.S. Department of Transportation

Federal Highway Administration

Office of Safety

1200 New Jersey Avenue, SE

HSSA-1, Mail Drop E71-117

Washington, DC 20590

**6. Period of Performance**

Effective Date of Award – 24

months

**7. Total Amount**

Federal Share: \$240,000

Recipient Share: \$60,000

Other Federal Funds: \$0

Other Funds: \$

Total: \$300,000

**8. Type of Agreement**

Grant

**9. Authority**

Section 24112 of the Infrastructure Investment and Jobs Act (IIJA; Pub. L. 117–58, November 15, 2021)

**10. Procurement Request No.**

HSA240304PR

**11. Federal Funds Obligated**

\$240,000.00

**12. Submit Payment Requests To**

See Article 5.

**13. Accounting and Appropriations Data**

15X0173E50.0000.055SR10500.5592000000.4101  
0.61006600

**14. Description of the Project**

The project will consist of the development of a Comprehensive Safety Action Plan to identify specific areas in our community that would benefit from the installation of various safety measures to reduce serious accidents and fatalities.

**RECIPIENT**

**FEDERAL HIGHWAY ADMINISTRATION**

**15. Signature of Person Authorized to Sign**

**16. Signature of Agreement Officer**

\_\_\_\_\_  
Signature Date

Name: Trey Cocking

Title: City Manager

\_\_\_\_\_  
Signature Date

Name: Hector R. Santamaria

Title: Agreement Officer

**U.S. DEPARTMENT OF TRANSPORTATION**

**GRANT AGREEMENT UNDER THE  
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Emporia, KS (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the development of a SS4A Planning and Demonstration Grant for the City of Emporia, KS.

The parties therefore agree to the following:

**ARTICLE 1  
GENERAL TERMS AND CONDITIONS**

**1.1 General Terms and Conditions.**

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program," dated November 4, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2  
APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: SS4A Planning & Demonstration grant for the City of Emporia, KS

Application Date: 07/10/2023

**2.2 Award Amount.**

SS4A Grant Amount: \$240,000

**2.3 Federal Obligation Information.**

Federal Obligation Type: Single

**2.4 Budget Period.**

Budget Period: See Block 6 of Page 1

**2.5 Grant Designation.**

Designation: Planning and Demonstration

**ARTICLE 3  
SUMMARY PROJECT INFORMATION**

**3.1 Summary of Project's Statement of Work.**

The project will be completed in one phase as follows:

This project will consist of the development of a Safety Action Plan to identify specific areas in the community that would benefit from the installation of various safety measures to reduce serious accidents and fatalities.

With two (2) system highway routes; K99 Highway and US50 Highway, two (2) interstate highways; Interstate 35 and Interstate 335 (Kansas Turnpike), over 161 miles of streets, and sidewalks along many of those city streets, Emporia seeks to provide a vehicular, pedestrian & bicycle transportation network that maximizes the functionality for its citizen stakeholders while also providing safe quality of life usability. Additionally, Emporia seeks to provide easy & safe access for the thousands of (regional, national & international) event commuters that seek our rural community as a destination for events in the Flint Hills of Kansas. The Project will allow for study/planning activities that ultimately creates the path for safety improvements within the corporate limits of the City of Emporia.

**3.2 Project's Estimated Schedule**

**Action Plan Schedule**

| <b>Milestone</b>                    | <b>Schedule Date</b> |
|-------------------------------------|----------------------|
| Actual NEPA Completion Date:        | 06/25/2025           |
| Planned Draft Plan Completion Date: | 03/31/2027           |

|                                     |            |
|-------------------------------------|------------|
| Planned Final Plan Completion Date: | 06/30/2027 |
| Planned Final Plan Adoption Date:   | 07/31/2027 |
| Planned SS4A Final Report Date:     | 09/30/2027 |

### 3.3 Project’s Estimated Costs.

#### (a) Eligible Project Costs

| <b>Eligible Project Costs</b>       |                  |
|-------------------------------------|------------------|
| SS4A Grant Amount:                  | \$240,000        |
| Other Federal Funds:                |                  |
| State Funds*:                       | \$45,000         |
| Local Funds:                        | \$15,000         |
| In-Kind Match:                      |                  |
| Other Funds:                        |                  |
| <b>Total Eligible Project Cost:</b> | <b>\$300,000</b> |

\*Matching funds provided by Kansas DOT are not pass through funds sourced from the US Department of Transportation.

#### (b) Reserved

#### (c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient’s approved Budget Application. In the event the Recipient’s indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient’s indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

## ARTICLE 4

### RECIPIENT INFORMATION

#### 4.1 Recipient Contact(s).

Mr. James Ubert, P.E.  
City Engineer  
City of Emporia, KS  
104 E. 5<sup>th</sup> Ave., PO Box 928,  
Emporia, KS 66801-3918  
620-343-4260  
jubert@emporiaks.gov

#### 4.2 Recipient Key Personnel.

| Name          | Title or Position               |
|---------------|---------------------------------|
| Mark Detter   | Deputy City Manager             |
| Jon Proehl    | Engineering Project Manager     |
| Justin Givens | Planning & Zoning Administrator |

#### 4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager  
Federal Highway Administration  
Office of Safety  
HSSA-1, Mail Stop: E71-117  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
202-366-2822  
[SS4A.FHWA@dot.gov](mailto:SS4A.FHWA@dot.gov)

and

Agreement Officer (AO)  
Federal Highway Administration  
Office of Competitive Grants and Workforce Programs  
HACG-30, Mail Stop W51-232  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
[HCFASS4A@dot.gov](mailto:HCFASS4A@dot.gov)

and

Division Administrator – Kansas  
Agreement Officer’s Representative (AOR)  
6111 SW 29<sup>th</sup> Street, Suite 100  
Topeka, KS 66614  
785-273-2600  
[hdaks@dot.gov](mailto:hdaks@dot.gov)

and

Catherine Patrick, P.E.  
Kansas Division Office Lead Point of Contact  
Transportation Engineer  
6111 SW 29<sup>th</sup> Street, Suite 100  
Topeka, KS 66614  
785-273-2653  
[catherine.patrick@dot.gov](mailto:catherine.patrick@dot.gov)

**ARTICLE 5**  
**USDOT ADMINISTRATIVE INFORMATION**

**5.1 Office for Subaward and Contract Authorization.**

USDOT Office for Subaward and Contract Authorization: FHWA Office of Competitive Grants and Workforce Programs

**SUBAWARDS AND CONTRACTS APPROVAL**

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “**AO**”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

**5.2 Reimbursement Requests**

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “**AOR**”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## **ARTICLE 6 SPECIAL GRANT TERMS**

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

**ATTACHMENT A  
PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** The City of Emporia, KS

**Table 1: Performance Measure Table**

| <b>Measure</b>                      | <b>Category and Description</b>   | <b>Measurement Frequency and Reporting Deadline</b>        |
|-------------------------------------|---|--|
| Costs                               | Project Costs: Quantification of the cost of each eligible project carried out using the grant  | Within 120 days after the end of the period of performance |
| Lessons Learned and Recommendations | Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets. | Within 120 days after the end of the period of performance |

**ATTACHMENT B  
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert “N/A” in Section 3.3 of the table.

**Scope:** N/A

**Schedule :**The original application listed a Period of Performance of 12 months (01/01/2024 through 12/31/2024). Upon further reflection, the recipient has determined that this is not a sufficient timeframe for completion of a well-done and thorough comprehensive safety action plan. 12 months has been added to the Period of Performance for a total of a 24 month Period of Performance.

**Budget:** N/A

The table below provides a summary comparison of the project budget.

| <b>Fund Source</b>  | <b>Application</b> |          | <b>Section 3.3</b> |          |
|---|--------------------|----------|--------------------|----------|
|   | <b>\$</b>          | <b>%</b> | <b>\$</b>          | <b>%</b> |
| <b>Previously Incurred Costs<br/>(Non-Eligible Project Costs)</b> |                    |          |                    |          |
| Federal Funds   |                    |          | N/A                | N/A      |
| Non-Federal Funds   |                    |          | N/A                | N/A      |
| Total Previously Incurred Costs                                   |                    |          | N/A                | N/A      |
| <b>Future Eligible Project Costs</b>                              |                    |          |                    |          |
| SS4AFunds   |                    |          | N/A                | N/A      |
| Other Federal Funds   |                    |          |                    |          |
| Non-Federal Funds   |                    |          | N/A                | N/A      |
| Total Future Eligible Project Costs                               |                    |          | N/A                | N/A      |
| Total Project Costs   |                    |          | N/A                | N/A      |

**ATTACHMENT C**

[RESERVED]

**ATTACHMENT D**

[RESERVED]

**ATTACHMENT E  
LABOR AND WORK**

**6.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards**

The Recipient states that rows marked with “X” in the following table are accurate:

|   |  |
|---|--|
| X | The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>   |
|   | The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>  |
|   | The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i> |
|   | The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>  |
|   | The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>  |
|   | The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>  |
|   | The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>   |
|   | The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.   |

**1. Supporting Narrative.**

The City of Emporia will procure a consulting engineer for this SS4A Action Plan Study using Qualification Based Selection and send out the said advertisement of such proposal for professional services to KDOT Qualified Professional Engineering Firms. The Safety Action Plan Study will be completed by a licensed professional engineering firm paying competitive hourly labor rates for the classifications of work involved. The City of Emporia has active training programs for its employees in all of its departments. Many

employees seek continuing education training to maintain their certifications and licensure. The City of Emporia has an Equal Opportunity Employment section in our contracts for services.

**ATTACHMENT F**  
**CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

**1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.**

The Recipient states that rows marked with “X” in the following table are accurate:

|  |  |
|--|--|
|  | The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.                 |
|  | The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security. |
|  | The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.  |

**2. Supporting Narrative.**

N/A This grant will not fund the purchase of Information Technology and/or Operational Technology.

**U.S. DEPARTMENT OF TRANSPORTATION**  
**EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE**  
**FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT**  
**PROGRAM**

**January 4, 2024**

Revised: March 17, 2025

Revised: November 4, 2025

## **EXHIBIT A**

### **APPLICABLE FEDERAL LAWS AND REGULATIONS**

By entering into this agreement for a FY 2023 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

#### **General Federal Legislation**

- a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. American Indian Religious Freedom Act, P.L. 95-341, as amended
- n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C.

- 1101 -1104, 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
- ee. Freedom of Information Act – 5 U.S.C. 552, as amended
- ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
- gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
- jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
- kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
- ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
- mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
- nn. Wilderness Act – 16 U.S.C. 1131-1136
- oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
- qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
- ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

### **Executive Orders**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14154, Unleashing American Energy
- i. Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- j. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- k. Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

### **Presidential Policy Directives and Memorandums**

- a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience

- b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

### **General Federal Regulations**

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21, including any amendments thereto
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT’s implementation of DOJ’s ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT’s implementing ADA regulations for transit services and transit vehicles, including the DOT’s standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26, including any amendments thereto (as applicable under section 18.3 of this agreement)

### **Office of Management and Budget Circulars**

- a. Any applicable OMB Circular based upon the specific FY 2023 Safe Streets and Roads

for All Grant Recipient.

**Highway Federal Legislation**

- a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
- b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d. Efficient Environmental Reviews - 23 U.S.C. 139
- e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

**Federal Highway Regulations**

- a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- f. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2023 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

**EXHIBIT B  
ADDITIONAL STANDARD TERMS**

**TERM B.1  
TITLE VI ASSURANCE  
(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED  
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL  
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37, and 38

**The United States Department of Transportation (USDOT)**

**Standard Title VI/Non-Discrimination Assurances**

**DOT Order No. 1050.2A**

By signing and submitting the Technical Application and by entering into this agreement under the FY 2023 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

## **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

## **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2023 SS4A grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. Part 21, including any amendments thereto, will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2023 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2023 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2023 SS4A grant program.

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

**NOW, THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), 49 U.S.C. § 6702, the Regulations for the Administration of FY 2023 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to

and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

### TERM B.2

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

#### **2 C.F.R. Parts 180 and 1200**

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2023SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2023 SS4A Grant, as set out below.

### **1. Instructions for Certification – First Tier Participants:**

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “civil judgment,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall 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 entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) 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 may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. 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 and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall 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.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters 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.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. 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.

**TERM B.3**  
**REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY**  
**CONVICTION UNDER ANY FEDERAL LAW**

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition. If:**

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

**TERM B.4**  
**RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING**

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
  - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
  - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

**EXHIBIT C**  
**QUARTERLY PERFORMANCE PROGRESS REPORTS:**  
**FORMAT AND CONTENT**

**1. Purpose.** The purpose of the Quarterly Performance Progress Reports under this agreement for the FY 2023 SS4A grant program is to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

**2. Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. The first Quarterly Performance Progress Report should include a detailed description of the items funded.

**(a) Project Information.** This section provides the name of the project, the State, the federal agency to which the report is submitted, submission date, award number, name of the recipient, report year and quarter and NOFO funding year.

**(b) Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any significant activities and issues, action items and outstanding issues.

i. **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable IJJA or NOFO requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

ii. **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

**(c) Milestones.** This section documents progress of the milestones outlined in Section 3.2. The Recipient should include the baseline date (when the project is projected to begin) of each milestone, amendments to those dates (if applicable) and the actual/expected date of completion. There are Milestone charts for action plans, supplemental planning activities, demonstration activity projects and implementation (both construction and non-construction) projects.

**EXHIBIT D  
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS**

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the “Agreement”).

This instrument obligates **[\$XXX]** for **[insert portion of project listed in the Agreement]**.

**[Recipient name]** states that:

- (1) the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

**[Recipient name]** acknowledges that USDOT is acting in reliance on the Recipient’s statements above.

|      |  |
|------|--|
|      | By:  |
| Date | Signature of Recipient’s Authorized Representative |
|      | <b>[insert name]</b>                               |
|      | Name   |
|      | <b>[insert title]</b>                              |
|      | Title  |

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

---

|      |     |  |
|------|-----|--|
| Date | By: | Signature of USDOT's Authorized Representative |
|      |     | <b>[insert name]</b>                           |
|      |     | Name   |
|      |     | <b>[insert title]</b>                          |
|      |     | Title  |

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**U.S. DEPARTMENT OF TRANSPORTATION**

**GENERAL TERMS AND CONDITIONS UNDER THE  
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT  
PROGRAM:  
FHWA PROJECTS**

**Date: January 4, 2024**  
**Revised: October 1, 2024**  
**Revised: March 17, 2025**  
**Revised: November 4, 2025**

## Table of Contents

|  |    |
|--|----|
| <a href="#">Article 7 Purpose</a> .....  | 6  |
| <a href="#">7.1 Purpose</a> .....  | 6  |
| <a href="#">Article 8 USDOT Role</a> .....                                       | 6  |
| <a href="#">8.1 Division of USDOT Responsibilities</a> .....                     | 6  |
| <a href="#">8.2 USDOT Program Contact</a> .....                                  | 7  |
| <a href="#">Article 9 Recipient Role</a> .....                                   | 7  |
| <a href="#">9.1 Statements on the Project</a> .....                              | 7  |
| <a href="#">9.2 Statements on Authority and Capacity</a> .....                   | 7  |
| <a href="#">9.3 USDOT Reliance</a> .....   | 8  |
| <a href="#">9.4 Project Delivery</a> .....                                       | 8  |
| <a href="#">9.5 Rights and Powers Affecting the Project</a> .....                | 8  |
| <a href="#">9.6 Notification of Changes to Key Personnel</a> .....               | 9  |
| <a href="#">Article 10 Award Amount, Obligation, and Time Periods</a> .....      | 9  |
| <a href="#">10.1 Federal Award Amount</a> .....                                  | 9  |
| <a href="#">10.2 Federal Obligations</a> .....                                   | 9  |
| <a href="#">10.3 Budget Period</a> .....   | 10 |
| <a href="#">10.4 Period of Performance</a> .....                                 | 10 |
| <a href="#">Article 11 Statement of Work, Schedule, and Budget Changes</a> ..... | 11 |
| <a href="#">11.1 Notification Requirement</a> .....                              | 11 |
| <a href="#">11.2 Statement of Work Changes</a> .....                             | 11 |
| <a href="#">11.3 Schedule Changes</a> .....                                      | 11 |
| <a href="#">11.4 Budget Changes</a> .....  | 11 |
| <a href="#">11.5 USDOT Acceptance of Changes</a> .....                           | 12 |
| <a href="#">Article 12 General Reporting Terms</a> .....                         | 13 |
| <a href="#">12.1 Report Submission</a> .....                                     | 13 |
| <a href="#">12.2 Alternative Reporting Methods</a> .....                         | 13 |
| <a href="#">12.3 Paperwork Reduction Act Notice</a> .....                        | 13 |
| <a href="#">Article 13 Progress and Financial Reporting</a> .....                | 13 |
| <a href="#">13.1 Quarterly Performance Progress Reports</a> .....                | 13 |
| <a href="#">13.2 Quarterly Financial Status</a> .....                            | 13 |
| <a href="#">Article 14 Performance Reporting</a> .....                           | 13 |
| <a href="#">14.1 Baseline Performance Measurement</a> .....                      | 13 |
| <a href="#">14.2 SS4A Final Report</a> .....                                     | 14 |
| 14.3 Performance Measurement Information.....                                    | 14 |
| 14.4 Performance Reporting Survival.....   | 14 |
| 14.5 Program Evaluation.....   | 15 |
| <a href="#">Article 15 Noncompliance and Remedies</a> .....                      | 15 |
| <a href="#">15.1 Noncompliance Determinations</a> .....                          | 15 |
| <a href="#">15.2 Remedies</a> .....  | 16 |
| <a href="#">15.3 Other Oversight Entities</a> .....                              | 16 |
| <a href="#">Article 16 Agreement Termination</a> .....                           | 17 |
| <a href="#">16.1 USDOT Termination</a> .....                                     | 17 |
| <a href="#">16.2 Closeout Termination</a> .....                                  | 17 |
| <a href="#">16.3 Post-Termination Adjustments</a> .....                          | 18 |
| <a href="#">16.4 Non-Terminating Events</a> .....                                | 18 |
| <a href="#">16.5 Other Remedies</a> .....  | 18 |

|  |    |
|--|----|
| <a href="#"><u>Article 17 Monitoring, Financial Management, Controls, and Records</u></a>                          | 18 |
| <a href="#"><u>17.1 Recipient Monitoring and Record Retention</u></a>  | 18 |
| <a href="#"><u>17.2 Financial Records and Audits</u></a>   | 18 |
| <a href="#"><u>17.3 Internal Controls</u></a>  | 19 |
| <a href="#"><u>17.4 USDOT Record Access</u></a>  | 19 |
| <a href="#"><u>Article 18 Contracting and Subawards</u></a>  | 19 |
| <a href="#"><u>18.1 Build America, Buy America</u></a>   | 19 |
| <a href="#"><u>18.2 Small and Disadvantaged Business Requirements</u></a>  | 22 |
| <a href="#"><u>18.3 Engineering and Design Services</u></a>  | 22 |
| <a href="#"><u>18.4 Foreign Market Restrictions</u></a>  | 22 |
| <a href="#"><u>18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment</u></a> | 22 |
| <a href="#"><u>18.6 Recipient Responsibilities for Subawards</u></a>   | 22 |
| <a href="#"><u>18.7 Subaward and Contract Authorization</u></a>  | 23 |
| <a href="#"><u>Article 19 Costs, Payments, and Unexpended Funds</u></a>  | 23 |
| <a href="#"><u>19.1 Limitation of Federal Award Amount</u></a>   | 23 |
| <a href="#"><u>19.2 Projects Costs</u></a>   | 23 |
| <a href="#"><u>19.3 Timing of Project Costs</u></a>  | 23 |
| <a href="#"><u>19.4 Recipient Recovery of Federal Funds</u></a>  | 23 |
| <a href="#"><u>19.5 Unexpended Federal Funds</u></a>   | 23 |
| <a href="#"><u>19.6 Timing of Payments to the Recipient</u></a>  | 23 |
| <a href="#"><u>19.7 Payment Method</u></a>   | 24 |
| <a href="#"><u>19.8 Information Supporting Expenditures</u></a>  | 24 |
| <a href="#"><u>19.9 Reimbursement Frequency</u></a>  | 24 |
| <a href="#"><u>19.10 Match</u></a>   | 24 |
| <a href="#"><u>Article 20 Liquidation, Adjustments, and Funds Availability</u></a>                                 | 24 |
| <a href="#"><u>20.1 Liquidation of Recipient Obligations</u></a>   | 24 |
| <a href="#"><u>Article 21 Agreement Modifications</u></a>  | 25 |
| <a href="#"><u>21.1 Bilateral Amendments</u></a>   | 25 |
| <a href="#"><u>21.2 Unilateral Contact Modifications</u></a>   | 25 |
| <a href="#"><u>21.3 USDOT Unilateral Modifications</u></a>   | 25 |
| <a href="#"><u>21.4 Other Modifications</u></a>  | 25 |
| <a href="#"><u>Article 22 [RESERVED]</u></a>   | 26 |
| <a href="#"><u>22.1 [RESERVED]</u></a>   | 26 |
| <a href="#"><u>Article 23 [RESERVED]</u></a>   | 26 |
| <a href="#"><u>23.1 [RESERVED]</u></a>   | 26 |
| <a href="#"><u>Article 24 Federal Financial Assistance, Administrative, and National Policy Requirements</u></a>   | 26 |
| <a href="#"><u>24.1 Uniform Administrative Requirements for Federal Awards</u></a>                                 | 26 |
| <a href="#"><u>24.2 Federal Law and Public Policy Requirements</u></a>   | 26 |
| <a href="#"><u>24.3 Federal Freedom of Information Act</u></a>   | 26 |
| <a href="#"><u>24.4 History of Performance</u></a>   | 26 |
| <a href="#"><u>24.5 Whistleblower Protection</u></a>   | 27 |
| <a href="#"><u>24.6 External Award Terms and Obligations</u></a>   | 27 |
| <a href="#"><u>24.7 Incorporated Certifications</u></a>  | 27 |
| <a href="#"><u>Article 25 Assignment</u></a>   | 28 |
| <a href="#"><u>25.1 Assignment Prohibited</u></a>  | 28 |
| <a href="#"><u>Article 26 Waiver</u></a>   | 28 |
| <a href="#"><u>26.1 Waivers</u></a>  | 28 |
| <a href="#"><u>Article 27 Additional Terms and Conditions</u></a>  | 28 |
| <a href="#"><u>27.1 Effect of Planning and Demonstration or Implementation Award</u></a>                           | 28 |
| <a href="#"><u>27.2 Disclaimer of Federal Liability</u></a>  | 28 |

|   |  |    |
|---|--|----|
| <a href="#">27.3</a>  | <a href="#">Environmental Review</a>                     | 28 |
| <a href="#">27.4</a>  | <a href="#">Railroad Coordination</a>                    | 30 |
| <a href="#">27.5</a>  | <a href="#">Relocation and Real Property Acquisition</a> | 30 |
| <a href="#">27.6</a>  | <a href="#">Equipment Disposition</a>                    | 30 |
| <a href="#">Article 28 Mandatory Award Information</a>            |  | 30 |
| <a href="#">28.1</a>  | <a href="#">Information Contained in a Federal Award</a> | 30 |
| <a href="#">Article 29 Construction and Definitions</a>           |  | 31 |
| <a href="#">29.1</a>  | <a href="#">Attachments</a>                              | 31 |
| <a href="#">29.2</a>  | <a href="#">Exhibits</a>                                 | 31 |
| <a href="#">29.3</a>  | <a href="#">Construction</a>                             | 31 |
| <a href="#">29.4</a>  | <a href="#">Integration</a>                              | 31 |
| <a href="#">29.5</a>  | <a href="#">Definitions</a>                              | 31 |
| <a href="#">Article 30 Agreement Execution and Effective Date</a> |  | 32 |
| <a href="#">30.1</a>  | <a href="#">Counterparts</a>                             | 32 |
| <a href="#">30.2</a>  | <a href="#">Effective Date</a>                           | 32 |

**Index of Definitions**

Administering Operating Administration ..... 7  
Environmental Review Entity.....28  
Federal Share ..... 12  
FHWA..... 7  
NOFO..... 6  
OMB ..... 13  
Program Statute..... 31  
Project.....22  
Project Closeout ..... 18  
SS4A Grant ..... 31  
USDOT ..... 6

## GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (IIJA; Pub. L. 117–58, November 15, 2021) established the Safe Streets and Roads for All (the “SS4A”) Discretionary Grant Program (IIJA Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of IIJA to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2023 for the SS4A Discretionary Grant Program (88 Fed. Reg. 22090, April 12, 2023).

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2023 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

### ARTICLE 7 PURPOSE

**7.1 Purpose.** The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

### ARTICLE 8 USDOT ROLE

#### **8.1 Division of USDOT Responsibilities.**

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.

- (b) The Federal Highway Administration (the “FHWA”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

**8.2 USDOT Program Contact.**

Safe Streets and Roads for All  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590  
SS4A.FHWA@dot.gov  
(202) 366-2822

**ARTICLE 9  
RECIPIENT ROLE**

**9.1 Statements on the Project.** The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

**9.2 Statements on Authority and Capacity.** The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant’s jurisdiction; if applicable;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the “Total Eligible Project Cost” and the “SS4A Grant Amount” listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the

recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 24.7 on behalf of the Recipient.

**9.3 USDOT Reliance.** The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

**9.4 Project Delivery.**

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

**9.5 Rights and Powers Affecting the Project.**

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

- 9.6 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

## **ARTICLE 10 AWARD AMOUNT, OBLIGATION, AND TIME PERIODS**

- 10.1 Federal Award Amount** The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

**10.2 Federal Obligations.**

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is “Single,” then the project-specific agreement obligates for the budget period the amount listed in section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is “Multiple,” (for phased agreements) then an amount up to the Grant Amount listed in section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 2.1.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

### **10.3 Budget Period**

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

### **10.4 Period of Performance.**

(a) The period of performance for this award begins on the effective date of award listed in page 1 item 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

## **ARTICLE 11 STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES**

- 11.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 4.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.
- 11.2 Statement of Work Changes.** If the Project’s activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.
- 11.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant dates:
- (1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
  - (2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6. (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

### **11.4 Budget Changes.**

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
- (1) that increase does not affect the Recipient’s obligation under this agreement to complete the Project; and
  - (2) the USDOT will not increase the amount of this award to address any funding shortfall.

- (b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project’s budget to the amounts listed in section 3.3:
- (1) the “Non-Federal Funds” amount decreases; or
  - (2) the “Total Eligible Project Cost” amount decreases.
- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient’s proposal under section 11.4(d), then:
- (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs; and
  - (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, “**Federal Share**” means the sum of the “SS4A Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3(a).

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

**11.5 USDOT Acceptance of Changes.** The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

## **ARTICLE 12 GENERAL REPORTING TERMS**

- 12.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.4. Reports will be added to a central repository maintained by FHWA.
- 12.2 Alternative Reporting Methods.** FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.
- 12.3 Paperwork Reduction Act Notice.**

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

## **ARTICLE 13 PROGRESS AND FINANCIAL REPORTING**

- 13.1 Quarterly Performance Progress Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20<sup>th</sup>, April 20<sup>th</sup>, July 20<sup>th</sup>, and October 20<sup>th</sup>) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year quarter that begins after the date of this agreement.
- 13.2 Quarterly Financial Status.** Quarterly, on or before the 20<sup>th</sup> day of the first month of each calendar year (e.g., reports due on or before January 20<sup>th</sup>, April 20<sup>th</sup>, July 20<sup>th</sup>, and October 20<sup>th</sup>) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.

## **ARTICLE 14 PERFORMANCE REPORTING**

- 14.1 Baseline Performance Measurement.** Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:

- (1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and
- (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

**14.2 SS4A Final Report:** The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of IIJA:

- (1) the costs of each eligible project and strategy carried out using the grant;
- (2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—
  - identified in the grant application; and
  - measured by data to the maximum extent practicable; and
- (3) [RESERVED]
- (4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

**14.3 Performance Measurement Information.**

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

**14.4 Performance Reporting Survival.**

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

## **14.5 Program Evaluation.**

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

## **ARTICLE 15 NONCOMPLIANCE AND REMEDIES**

### **15.1 Noncompliance Determinations.**

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
  - (1) accept the remedy;
  - (2) acknowledge the noncompliance, but propose an alternative remedy; or
  - (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
  - (1) after considering the Recipient's response under section 15.1(b); or

- (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

## **15.2 Remedies.**

- (a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:
  - (1) additional conditions on the award;
  - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
  - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

## **15.3 Other Oversight Entities.**

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

**ARTICLE 16**  
**AGREEMENT TERMINATION**

**16.1 USDOT Termination.**

- (a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:
  - (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
  - (2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
  - (3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
  - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
  - (5) the USDOT determines that termination of this agreement is in the public interest.
  - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.
- (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

**16.2 Closeout Termination.**

- (a) This agreement terminates on Project Closeout.

- (b) In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

**16.3 Post-Termination Adjustments.** The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

**16.4 Non-Terminating Events.**

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient’s obligations under this agreement.

**16.5 Other Remedies.** The termination authority under this article 16 supplements and does not limit the USDOT’s remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

**ARTICLE 17  
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS**

**17.1 Recipient Monitoring and Record Retention.**

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
  - (1) that those activities comply with this agreement; and
  - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

**17.2 Financial Records and Audits.**

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.

- (b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2023 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
  - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2023” in the program name; and
  - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2023” in column c (“Additional Award Identification”).

**17.3 Internal Controls.** The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

**17.4 USDOT Record Access.** The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

## **ARTICLE 18 CONTRACTING AND SUBAWARDS**

**18.1 Build America, Buy America.** This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

*Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.*

The Recipient shall not use funds provided under this award for a project for infrastructure 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;
- (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; 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.

*Inapplicability.*

The domestic content procurement preference in this award term 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.

*Waivers.*

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

### *Definitions*

“Construction materials” means articles, materials, or supplies—that consist of only one of the items listed below in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material:

(1) The listed Items are:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- fiber optic cable (including drop cable)
- optical fiber;
- lumber;
- engineered wood; and
- drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means:

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“**Project**” means temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

“Section 70917(c) materials” cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

- 18.2 Small and Disadvantaged Business Requirements.** The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 including any amendments thereto.
- 18.3 Engineering and Design Services.** The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.
- 18.4 Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.
- 18.6 Recipient Responsibilities for Subawards.** If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

**18.7 Subaward and Contract Authorization.** If the USDOT Office for Subaward Authorization identified in section 5.1 is “FHWA Office of Acquisition and Grants Management,” then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f)(6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

## **ARTICLE 19 COSTS, PAYMENTS, AND UNEXPENDED FUNDS**

**19.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

**19.2 Projects Costs.** This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

**19.3 Timing of Project Costs.**

(a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

(b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement, unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

**19.4 Recipient Recovery of Federal Funds.** The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

**19.5 Unexpended Federal Funds.** Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

**19.6 Timing of Payments to the Recipient.** When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

**19.7 Payment Method.** The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

**19.8 Information Supporting Expenditures**

(a) If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

**19.9 Reimbursement Frequency.** If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then the Recipient shall not request reimbursement more frequently than monthly.

**19.10 Match.** The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

**ARTICLE 20  
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY**

**20.1 Liquidation of Recipient Obligations.**

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

## ARTICLE 21 AGREEMENT MODIFICATIONS

- 21.1 Bilateral Amendments.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.
- 21.2 Unilateral Contact Modifications.**
- (a) The USDOT may update the contacts who are listed in sections 4.4 by written notice to all of the Recipient contacts who are listed in section 4.3.
- 21.3 USDOT Unilateral Modifications.**
- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
  - (b) To unilaterally modify this agreement under this section 21.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.
- 21.4 Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under sections [21.1](#), [21.2](#), or 21.3. If an amendment, modification, or supplement is not permitted under section [21.1](#), not permitted under section [21.2](#), and not permitted under section 21.3, it is void.

**ARTICLE 22  
[RESERVED]**

**ARTICLE 23  
[RESERVED]**

**ARTICLE 24  
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL  
POLICY REQUIREMENTS**

- 24.1 Uniform Administrative Requirements for Federal Awards.** The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.
- 24.2 Federal Law and Public Policy Requirements.**
- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
  - (b) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
  - (c) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
  - (d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.
- 24.3 Federal Freedom of Information Act.**
- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
  - (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.
- 24.4 History of Performance.** Under 2 C.F.R 200.206, any Federal agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

## **24.5 Whistleblower Protection.**

- (a) The Recipient acknowledges that it is a “grantee” within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

## **24.6 External Award Terms and Obligations.**

- (a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:
  - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
  - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
  - (3) 2 C.F.R part 175: Award Term for Trafficking in Persons; and
  - (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:
  - (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
  - (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
  - (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
  - (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

## **24.7 Incorporated Certifications.** The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

**ARTICLE 25  
ASSIGNMENT**

**25.1 Assignment Prohibited.** The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

**ARTICLE 26  
WAIVER**

**26.1 Waivers.**

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

**ARTICLE 27  
ADDITIONAL TERMS AND CONDITIONS**

**27.1 Effect of Planning and Demonstration or Implementation Award.** Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2023 Notice of Funding Opportunity for Safe Streets and Roads for All.

**27.2 Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

**27.3 Environmental Review**

- (a) In this section, “**Environmental Review Entity**” means:

- (1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and
  - (2) for all other cases, the FHWA.
- (b) Except as authorized under section 27.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
- (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
  - (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.
- (c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).
- (d) The Recipient acknowledges that:
- (1) the Environmental Review Entity's actions under section 27.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
  - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
- (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
  - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).

- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

**27.4 Railroad Coordination.** If the agreement includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

**27.5 Relocation and Real Property Acquisition.**

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, comparable replacement dwellings in accordance with 49 C.F.R. part 24.

**27.6 Equipment Disposition.**

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.310–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section (27.6) for all tiers of subawards under this award.

**ARTICLE 28  
MANDATORY AWARD INFORMATION**

**28.1 Information Contained in a Federal Award.** For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 30.2;

- (2) the “Assistance Listings Number” is 20.939 and the “Assistance Listings Title” is “Safe Streets and Roads for All Grant Program”; and
- (3) this award is not for research and development.

**ARTICLE 29  
CONSTRUCTION AND DEFINITIONS**

**29.1 Attachments.** This agreement includes the following attachments as integral parts unless Attachment D is not required for certain Grants:

|              |   |
|--------------|---|
| Attachment A | Performance Measurement Information             |
| Attachment B | Changes from Application                        |
| Attachment C | [RESERVED]                                      |
| Attachment D | [RESERVED]                                      |
| Attachment E | Labor and Workforce                             |
| Attachment F | Critical Infrastructure Security and Resilience |

**29.2 Exhibits.** The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2023 SS4A Grant Program”, dated November 4, 2025 and available at <https://www.transportation.gov/grants/ss4a/grant-agreements>, are part of this agreement.

|           |  |
|-----------|--|
| Exhibit A | Applicable Federal Laws and Regulations                    |
| Exhibit B | Additional Standard Terms                                  |
| Exhibit C | Quarterly Performance Progress Reports: Format and Content |
| Exhibit D | Form for Subsequent Obligation of Funds                    |

**29.3 Construction.** If a provision in the exhibits or the attachments conflicts with a provision in articles 1–2830, then the provision in articles 1–2830 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

**29.4 Integration.** This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

**29.5 Definitions.** In this agreement, the following definitions apply:

“**Program Statute**” means the IJA section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.

“**SS4A Grant**” means an award of funds that were made available under the SS4A NOFO.

“**Grant Application**” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

### **ARTICLE 30 AGREEMENT EXECUTION AND EFFECTIVE DATE**

- 30.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.
- 30.2 Effective Date.** The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.



## Commission Action Report

Resolution No. 3788

Authorizing Use & Issuance of GOB for the Purchase of Street Sweeper to Replace the Existing 2014 Elgin Whirlwind Street Sweeper Asset

**Title:** Resolution No. 3788 Authorizing Use & Issuance of General Obligation Bonds for the Purchase of Street Sweeper to Replace the Existing 2014 Elgin Whirlwind Street Sweeper Asset

**Agenda Date:** February 18, 2026

**Presented By:** Brian Silcott, Public Works Director

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### Background:

The 2025 Adopted CIP Budget includes funds for the replacement purchase of the 2014 Street Sweeper. At the Deputy City Manager's request, the City Manager deferred the purchase to coincide with the Series 2026 issuance planned for the first quarter of the year. This deferral captures interest and issuance cost savings.

The City operates two Elgin manufactured Whirlwind model street sweepers to maintain and care for Emporia's more than 175 miles of paved streets. Street sweeping operations occur Monday through Friday when temperatures are above 28-degrees and weather conditions are favorable. Both utilize a vacuum-cleaning system, which is best for uneven and patched road surfaces.

The vacuum system is best for picking up dirt, sand, millings, and other general debris. Also important is the city's need for seasonal leaf collection, and the model's high-capacity hopper extends runtime and operating efficiency. The City's street sweeper fleet consists of the following:

| Year | Make  | Model     | Mileage | Hobbs Hours |
|------|-------|-----------|---------|-------------|
| 2014 | Elgin | Whirlwind | 60,888  | 9,663       |
| 2021 | Elgin | Whirlwind | 13,752  | 2,332       |

The 2014 sweeper was approved for replacement in the 2025 fleet replacement purchase and was deferred and included with the anticipated 2026 debt issuance, generating interest and finance cost savings. The 2014 sweeper is experiencing increased downtime and maintenance costs due to its age. The average useful life of street sweepers is 7 to 10 years, and they have a 5-year depreciation schedule. The scheduled replacement purchase is an Elgin Whirlwind, the same manufacturer and model as the 2014 unit being replaced in the operational fleet. It is recommended that the 2014 unit be used as a spare sweeper when needed.

### Discussion:

The issuance process for General Obligation debt is typically a three-step process for governing bodies. The first step is a resolution authorizing the project or capital purchase. This is the action under consideration with this resolution. The adoption of an authorizing resolution is a standard municipal financing step that enables the procurement of capital equipment needed for public infrastructure maintenance and operational service delivery.



## Commission Action Report

Resolution No. 3788

Authorizing Use & Issuance of GOB for the Purchase of Street Sweeper to Replace the Existing 2014 Elgin Whirlwind Street Sweeper Asset

The second step is to consider a resolution authorizing and directing staff to prepare the issuance documents and solicit bids for the sale of the bonds, with the final interest rates and bond size (principal and interest). The third and final step is the consideration of a resolution and bond ordinance finalizing the sale and delivery of the bonds to the purchasers.

The proposed resolution establishes the City's legal authority to finance the acquisition through bonds. It confirms that such bonds must be authorized by a formal resolution stating the purpose and amount.

The city intends to issue Series 2026 General Obligation bonds to finance municipal capital improvements for Overlander Road, Flint Hills Crossing, and Fire Station #2. Series 2026 G.O. Bonds also fund the capital equipment purchases of EFD's twenty-four-year-old Aerial Ladder Fire Truck and the 2014 Street Sweeper replacement. This capital equipment's purpose is to maintain and safeguard municipal assets and the public good for the Citizens of Emporia.

Below is a listing of the authorized improvements for Series 2026 General Obligation Bonds.

| <b>Res. #</b>                          | <b>Date of Adoption</b>         | <b>Authorized Capital Asset</b>              |
|--|---------------------------------|--|
| 3741                                   | October 16, 2024                | Flint Hills Crossing                         |
| 3771                                   | September 3, 2025               | Overlander Road                              |
| 3785                                   | January 7, 2026                 | Fire Station #2 & EFD Replacement Ladder     |
| <b><i>Item Under Consideration</i></b> | <b><i>February 18, 2026</i></b> | <b><i>Elgin Whirlwind Street Sweeper</i></b> |

### Financial considerations:

The estimated cost of the street sweeper is \$400,000. The resolution includes a cost adjustment provision that increases estimated costs pro rata by 1% per month after adoption to account for potential price escalation. Bond proceeds may also be used to pay associated financing expenses and interest on interim financing. The resolution further authorizes reimbursement from bond proceeds for expenditures incurred up to 60 days prior to adoption, in accordance with federal tax regulations.

### Other Considerations:

Legally, the resolution complies with state bond law requirements, federal Treasury reimbursement rules, and City Charter Ordinance 41. Adoption ensures the City retains eligibility to finance eligible project costs through tax-exempt debt and establishes the procedural basis for issuing bonds. Operationally, the acquisition supports public works service capacity, infrastructure maintenance, and environmental compliance related to street sweeping and stormwater management.

### Recommended action:

Adopt Resolution No. 3788 authorizing the use of general obligation bonds to finance the acquisition of an Elgin Whirlwind street sweeper.

### Attachments:

Resolution No. 3788

Elgin Whirlwind Equipment Brochure

**RESOLUTION NO. 3788**

**A RESOLUTION OF THE CITY OF EMPORIA, KANSAS, AUTHORIZING CERTAIN PUBLIC IMPROVEMENTS AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF (STREET SWEEPER).**

---

**WHEREAS**, K.S.A. 13-1024a, as amended by Charter Ordinance No. 41 (the “Act”) of the City of Emporia, Kansas (the “City”), provides that for the purpose of paying for any bridge, viaduct, street, sidewalk, transportation or pedestrian way improvement, airport, public building or structure, parking improvement, or other public utility or works, including any appurtenances related thereto and the land necessary therefor, for lands for public parks and recreation facilities, including golf courses, stadiums and community centers, and developing and making improvements to the same, within or without the City, for the establishment, development and construction of crematories, desiccating or reduction works, including any appurtenances related thereto and the land necessary therefor, within or without the City, or for the improvement, repair or extension of any waterworks, sanitary sewer facilities, sewage treatment or disposal plant, sewerage system, storm water improvement, electric light plant, telecommunications, crematory, desiccating or reduction works or other public utility plant or works owned by the City, and for the purpose of rebuilding, adding to or extending to the same or acquiring land necessary therefor from time to time, as the necessities of the City may require, or for the acquisition of equipment, vehicles and other personal property to be used in relation to any of the improvements authorized herein, the City may borrow money and issue its general obligation bonds and/or temporary notes for the same; and

**WHEREAS**, the City may issue such general obligation bonds when authorized to do so by the adoption of a resolution by the City Commission (the “Governing Body”) describing the purpose to be provided for and the amount of general obligation bonds to be issued, such bonds to be issued, sold, delivered and retired in accordance with the provisions of the general bond law; and

**WHEREAS**, the Governing Body desires to authorize the issuance of general obligation bonds of the City to finance all or a portion of the public improvements set forth below.

**THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF EMPORIA, KANSAS:**

**Section 1. Public Improvements; Bond Authorization.** The Governing Body hereby authorizes the issuance of general obligation bonds of the City (the “Bonds”) for the following described public improvements (the “Improvements”):

| <u>Description</u> | <u>Estimated Cost</u> |
|--------------------|-----------------------|
| Street Sweeper     | \$400,000             |

The estimated costs of the Improvements shall be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution. The costs of the Improvements, interest on interim financing and associated financing costs shall be payable from the proceeds of the Bonds issued under authority of the Act.

**Section 2. Reimbursement.** The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 3. Effective Date.** This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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**ADOPTED AND APPROVED** by the Governing Body of the City of Emporia, Kansas, on February 18, 2026.

(Seal)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the Governing Body on February 18, 2026, as the same appears of record in my office.

DATED: February 18, 2026.

\_\_\_\_\_  
Clerk

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF EMPORIA, KANSAS  
HELD ON FEBRUARY 18, 2026**

The governing body met in regular session at the usual meeting place in the City at 11:00 A.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\*\*\*\*\*

(Other Proceedings)

There was presented a Resolution entitled:

**A RESOLUTION OF THE CITY OF EMPORIA, KANSAS, AUTHORIZING  
CERTAIN PUBLIC IMPROVEMENTS AND PROVIDING FOR THE PAYMENT  
OF THE COSTS THEREOF (STREET SWEEPER).**

Commissioner \_\_\_\_\_ moved that the Resolution be adopted. The motion was seconded by Commissioner \_\_\_\_\_. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the following vote of the governing body:

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 3788 and was signed by the Mayor and attested by the Clerk.

\*\*\*\*\*

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

On motion duly made, seconded and carried, the meeting thereupon adjourned.

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Emporia, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

---

Clerk

# ELGIN®

Subsidiary of Federal Signal Corporation

## Whirlwind®



# WHIRLWIND® - POWERFUL, DURABLE VACUUM SWEEPER

Need a powerful vacuum sweeper that not only cleans but is durable, easy to operate and easy to maintain? The Elgin® Whirlwind is the answer. Suited for municipalities, contractors and general maintenance sweeping, the Whirlwind has evolved over four decades to bring out the best in vacuum street sweeping. The high performance sweep system, user-friendly controls, customizable suction nozzle and side broom configurations, and selection of cab-over or conventional chassis make the Whirlwind the obvious choice. Thanks to our worldwide factory-trained dealer network, you can be sure of satisfaction on delivery and far down the road.



## APPLICATION SOLUTIONS

*Elgin Sweeper doesn't offer just one sweeping technology — we take an application-based approach to solving our customers' sweeping needs. Our team works with each customer to ensure that you get a machine that fits your specifications, with the right truck, engine configuration, fuel requirements, and options.*

## POWERFUL SUPPORT

*Elgin's sweepers are built for clean, backed for life. Throughout the life of the sweeper, we offer training to your team on proper use and maintenance. We have a world-wide network of experienced dealers with factory trained technicians and a local stock of OEM parts and accessories, to ensure total customer peace of mind.*

## UNMATCHED QUALITY

*The Whirlwind was introduced over 40 years ago and has been continuously improved. Manufactured in an ISO:9001 certified plant, Elgin's are quality inspected and functionally tested prior to shipment. Paint prior to assembly ensures uniform, durable coverage. Whirlwinds are proudly assembled in the U.S.A.*

# POWERFUL CLEANING SYSTEM

How well a street sweeper picks up material is determined by its overall design. The air conveyance, sweeping and dust suppression systems, as well as ease of sweeper maintenance must all work together to achieve maximum sweeping performance.



## HIGHLY EFFICIENT AIR CONVEYANCE SYSTEM

Efficient air flow, including a superior vacuum source and air routing path, is at the heart of the Whirlwind.

- High volume air flow at high velocity results in exceptional one-pass pickup while eliminating plugging that can occur in similar type sweepers.
- A nine-vane closed face turbine fan is powered by a turbo-charged diesel auxiliary engine for maximum airflow.

## HIGH PRODUCTIVITY SWEEP SYSTEM

The Whirlwind's versatile sweep path picks up debris close to the curb and across the widest expanse of road in its class.

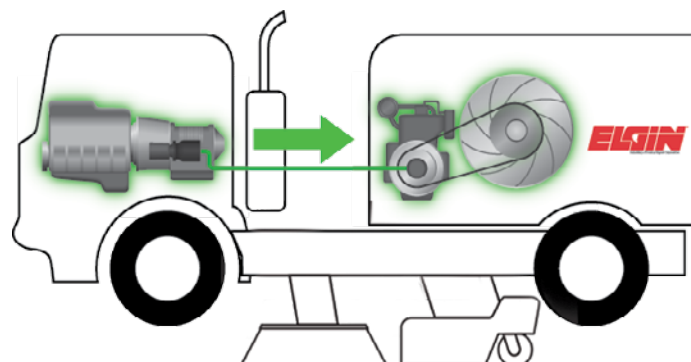
- The sweep system includes one or two suction nozzles, trailing arm side brooms, and a centrally-mounted extension broom.
- You can choose 28 in (711 mm) or 36 in (914 mm) diameter trailing arm side brooms that can be operated individually or simultaneously for a sweep path of up to 144 in (3658 mm)\*.
- Simultaneous sweep is standard with the dual nozzle configuration. Choose between single or dual 32 in (813 mm) welded-steel suction nozzles that can be operated individually or simultaneously.
- The 11 in (279 mm) diameter suction hose accepts large debris. Quick disconnect allows an operator to inspect and clean the hose intake without raising the hopper.



## ECOINFUSED® SHAREDPOWER TECHNOLOGY

The Whirlwind's patented shared power system is a Tier 4F compliant solution that delivers proven performance, increased fuel efficiency, reduced emissions and lower noise levels at engine-rated speeds.

- The system was developed to share chassis power when using a 74 hp auxiliary engine to maintain outstanding sweep performance while providing a simple emission compliant solution that doesn't involve complex, higher maintenance, and expensive exhaust after treatment devices.
- Typically the chassis engine is underutilized while sweeping. EcoInfused SharedPower technology taps into that unused potential and allows power to be hydraulically transferred to, and shared with, the auxiliary engine.
- Power can also come from regenerative braking. Using a transmission mounted PTO, energy normally lost to vehicle momentum while sweeping on downhill grades or coasting can be reclaimed and immediately applied back into the sweeper system.



To see an animation on how the SharedPower system works, scan the QR code or visit: [elginsweeper.com/Products/AirSweepers/Whirlwind](http://elginsweeper.com/Products/AirSweepers/Whirlwind)

\*With 36 in side brooms

# THE ELGIN WHIRLWIND

## HIGH PRODUCTIVITY SUCTION NOZZLE(S)

A single or dual 32 in (813 mm) abrasion-resistant suction nozzles are available. Each nozzle covers 174 in<sup>2</sup> (1123 cm<sup>2</sup>) and extends 15 in (381 mm) beyond the tire's track for increased performance closer to the curb. The 11 in (279 mm) diameter suction hose accepts large debris. The suction nozzle rides on two heavy-duty pivoting caster wheels allowing it to track, staying in the path of the debris and following road contours. The suction nozzles are equipped with a front-mounted shutter that allows easy entry of larger/bulky objects and large quantities of leaves.



## HIGH-PERFORMANCE SWEEPER ENGINE

The heavy-duty John Deere 4045T diesel engine provides exceptional power and extended service life. Auto shut-down of engine functions comes standard. The latest EPA Tier 4F and CARB emission compliant packages are now standard.

## POWERFUL BLOWER

The high velocity, 9-vane blower generates the necessary airflow to convey the debris from the suction nozzle into the hopper and vacuum needed to overcome any restrictions such as rocks or bulky debris. More power means one-pass pickup, increasing operator productivity. The vanes are constructed of Hardox® brand steel for durability and maximum service life.



## HIGH CAPACITY/EFFICIENT LOADING

The 8 yd<sup>3</sup> (6 m<sup>3</sup>) capacity hopper provides extended sweeping time. Abrasion-resistant steel inlet deflector(s) direct debris flow to the center of the hopper for even, efficient material loading and maximum capacity utilization.

## COMPACT DESIGN

The sweeper mounts on conventional or cab-over chassis with short wheelbases, enabling a tight turn radius for better reach in cul-de-sac sweeping and greater maneuverability around corners. The standard auto-pickup in reverse allows for quick change of sweeping locations.

## UNIQUE TRAILING ARM SIDE BROOMS

The trailing arm design provides special 4-way action to closely follow road contours, provide inward safety for obstacles, and maintain a consistent broom angle even as the broom starts to wear. Digging pressure is adjustable in-cab

## EFFECTIVE WINDROW EXTENSION BROOM

The 54 in (1372 mm) hydraulically-driven extension broom operates at an 18 degree windrow angle, directing the debris into the path of the nozzle. The broom can pivot for left or right side sweeping and is pivoted by a heavy duty pneumatic cylinder.



## SIMPLE, EASY, ACCESS MAINTENANCE

The Whirlwind is designed so that systems are accessible and easy to service. Large access doors allow for quick inspection of the auxiliary engine, electrical, water and hydraulic systems without tilting the hopper. The engine oil and pneumatic pressure can be checked, hydraulic filter changed and the fan bearings greased. The hydraulic system with o-ring seal fittings is designed for long life and leak-free operation. Heavy-duty, waterproof electrical connectors and color-coded wires have stamped identification for quick location during trouble shooting.

# SUPERIOR VACUUM SWEEPER DESIGN

## COMPREHENSIVE WATER SYSTEM

Proper use of water is essential for dust suppression, sweeping performance and longevity of sweeper components. Up to 20 spray nozzles are located at the side brooms and inside the suction nozzles. The extension broom has 4 rubber mounted, quick-disconnect spray nozzles for easy cleaning and maintenance. The spray system is powered by two water pumps, one for each side of the sweeper. The pumps are controlled in-cab, with high/low settings to adjust for sweeping conditions. Two durable polyethylene water tanks provide 335 gal (1268 L) of water.



## ERGONOMIC CONTROLS

All sweep and water functions use rocker switches located on a centrally-mounted console for easy operation from either operator position. Air regulators provide positive side broom down pressure and separate switches control the deployment. Easy-to-read gauges provide quick assessment of all sweep and engine systems. Water level indicator is standard. A standard back-up camera and alarm enhance operator and sweeper safety.



## QUICK COMPLETE DUMPING

The 8 cubic yard (6 cubic meter) hopper is constructed of 10 gauge steel walls, a 1/4 inch (6.35 mm) thick steel floor with easy drop-down screens for quick cleanup. A 50 degree tilt angle ensures efficient dumping. Hopper controls are safely accessible on the curb side of the sweeper and conveniently located in-cab for quick unloading of the hopper.

**MEMORY SWEEP** Elgin's Memory Sweep® system allows the operator to resume all previous sweep settings, even broom tilt (if so equipped), with one-touch control to enhance productivity and reduce fatigue. It incorporates a multi-screen display that indicates system diagnostics, engine hours and broom hours.



# APPLICATION-SPECIFIC CONFIGURATIONS



## PERMEABLE PAVEMENT CLEANING & RESTORATION

Installation of permeable pavement has increased in recent years as a best management practice (BMP) to deal with storm water runoff. These surfaces effectively reduce the amount of untreated water and accompanying pollutants directed into waterways. Both regenerative air sweepers and high-power pure vacuum sweepers can be used as part of a practical maintenance program for permeable pavement. However, for restoration when the surface is blocked and water is no longer able to infiltrate the ground, pure vacuum sweepers, such as the Whirlwind, work better due to highly concentrated vacuum levels which exceed that of a regenerative air sweeper. The Whirlwind's incredible vacuum is able to pull out embedded debris that plugs drainage paths. Most permeable pavement periodically requires this degree of vacuum to restore infiltration of clogged areas.



## CATCH BASIN CLEANING

Catch basins allow surface water runoff to enter the storm water conveyance system, while trapping solids and sediments that might otherwise end up polluting the receiving waters. Catch basin cleaning is an efficient and cost-effective method for preventing flooding as well as removing the sediment and pollutants before they can get into the waterways. A regular schedule of catch basin cleaning improves both aesthetics and local water quality.

A Whirlwind equipped with a heavy duty wandering hose becomes a versatile machine capable of street sweeping and catch basin cleaning.

- Multiple aluminum hose extensions can be added to the 4 ft long (1.2 m) catch basin nozzle for deep and thorough cleaning.
- Fingertip hydraulic controls on the handles easily adjust the height of the nozzle.
- The rear auxiliary engine throttle control improves operator productivity and adjustment of vacuum power.

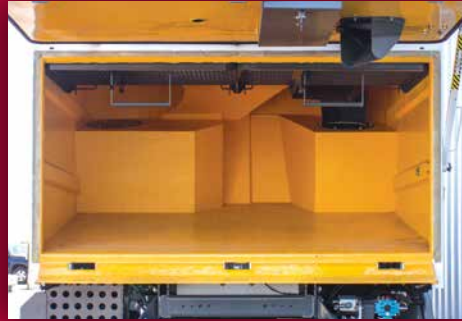
The combination Elgin Whirlwind sweeper with wandering hose option provides a cost-effective tool to facilitate storm water management.

# OPTIONAL ENHANCEMENTS



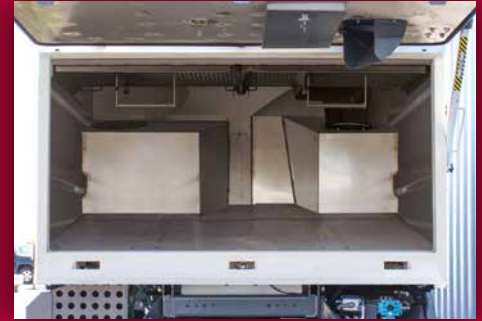
## WANDERING HOSE

The versatile, hydraulic-assist hose gets into hard-to-reach places and is effective in catch basin cleaning. It handles multiple tubes for especially deep catch basin cleaning.



## LIFELINER® HOPPER SYSTEM

The LifeLiner® hopper liner and finish system greatly improves the life, durability, and dumping functionality of a sweeper hopper. It is backed by a lifetime warranty.\*\*



## STAINLESS STEEL HOPPER SYSTEM

This complete hopper body is constructed entirely of 304 grade stainless steel to provide maximum service life, even in the most corrosive applications. It is backed by a lifetime warranty.\*\*

## ADDITIONAL OPTIONS:

- Variable broom speed
- Auto nozzle shutter
- Front spray bar
- Hopper inspection doors
- Rear flood light(s) LED
- Rotating beacon/strobe light LED
- Automatic lubrication system
- Hopper deluge
- Auxiliary hydraulic pump
- Additional water:  
140 gal (530 L), 280 gal (1060 L), 360 gal (1363 L)
- High/low pressure washdown
- In-cab side broom tilt
- Utility cover lifter
- PM-10 compliant
- 10 yd<sup>3</sup> (7.6 m<sup>3</sup>) hopper

## SPECIFICATIONS:

### SWEEP SYSTEM

High performance vacuum sweeper

### SWEEP PATH\*

One suction nozzle, one side broom, and extension broom: 95 in (2413 mm)

Dual suction nozzles, two sidebrooms and extension broom: 144 in (3658 mm)

### NOZZLE

Single 32 in (813 mm) abrasion-resistant suction nozzle (dual nozzles available)  
Pick-up area: 174 in<sup>2</sup> (1123 cm<sup>2</sup>)  
Extension beyond tire track: 15 in (381 mm)

### AUXILIARY ENGINE

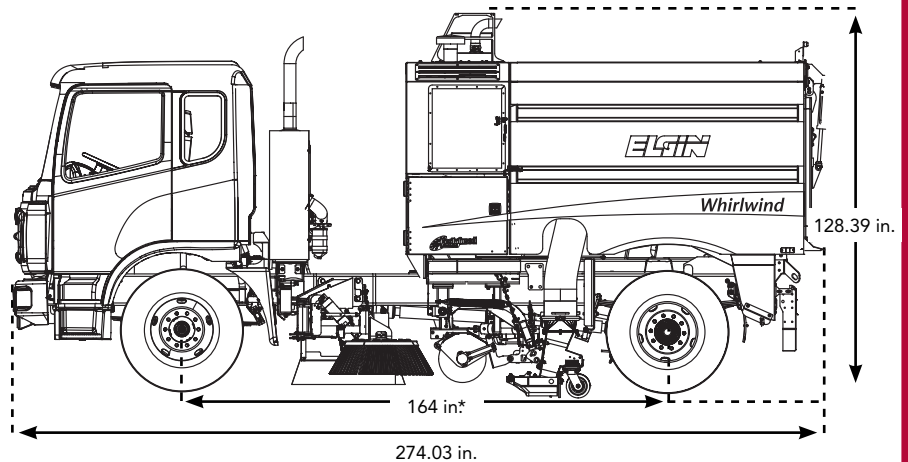
John Deere 4045T  
Tier 4F low emission diesel  
\*Tier 3 and Tier 2 for export only

### CHASSIS

Choice of conventional or cab-over chassis

### TRAVEL SPEED

Highway speeds



\*With 36 (914 mm) in side brooms. \*\*Consult factory for warranty details

# ELGIN SWEEPER IS YOUR PARTNER...

## IN THE PLANNING

Instead of one-size-fits-all solutions, we'll work with you to select the sweeping technology that fits your specific needs.



## IN THE STREETS

We're here to help you maintain your Elgin and train your operators to ensure the job is done right.



## INTO THE FUTURE

Our dealers don't just sell you an Elgin; they're available to answer your questions and provide service for the life of the machine.



### WARRANTY

Elgin Sweeper Company backs the Whirlwind sweeper with a one-year limited warranty. The Whirlwind is warranted against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser. Optional extended warranty packages are available. Consult your Elgin dealer for complete warranty details.

Your Local Elgin Dealer Is:



[elginsweeper.com](http://elginsweeper.com)

1300 W. Bartlett Road • Elgin, IL 60120 U.S.A.  
(847) 741-5370 Phone • (847) 742-3035 Fax

Specifications subject to change without notice. Some items shown may be optional. Elgin® Whirlwind® LifeLiner® and Memory Sweep™ are registered trademarks of Federal Signal Corporation. Hardox® is a registered trademark of Hardox wear plate. Federal Signal Corporation is listed on the NYSE by the symbol FSS. ©2017 Elgin Sweeper Company. U.S. Patent #9,010,467 B2 Effective 4/17 P/N 0705312-H



# Commission Action Report

Financials and Permits

**Title:** Financials and Permits  
**Agenda Date:** February 18, 2026  
**Presented By:** Trey Cocking, City Manager

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**Background:**

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

**The following is general information for the month of January 2026 for the community:**

Monthly Local Retail Sales Tax Receipts Update

|            |                      |                      |  |
|------------|----------------------|----------------------|--|
|            | 2025                 | 2026                 | <b>Increase of \$26,093.82</b> for the month, and<br>Overall increase of 4.78% from year 2025. |
|            | \$ 545,853.98        | \$ 571,947.80        |  |
| <b>YTD</b> | <b>\$ 545,853.98</b> | <b>\$ 571,947.80</b> |  |

City Share from County Tax

|            |                      |                      |  |
|------------|----------------------|----------------------|--|
|            | 2024                 | 2026                 | <b>Increase of \$26,281.68</b> for the month, and<br>Overall increase of 8.71% from year 2025. |
|            | \$ 275,567.25        | \$ 301,848.93        |  |
| <b>YTD</b> | <b>\$ 275,567.25</b> | <b>\$ 301,848.93</b> |  |

**Building Permits issued from 1/1/2026 to 1/31/2026 for new construction, remodeling/repairs and demolition.**

|  |               |
|--|---------------|
| Total number of building permits issued through Code Services: | 18            |
| Total valuations associated with those building permits:       | \$ 519,336.74 |
| Total number of dollars collected for Building Permit Fees:    | \$ 2,095.00   |
| Construct – Single-family dwellings                            | 0             |
| Demo – Single-family dwellings                                 | 1             |

**Flint Hills Mall CID for January 2026** \$ 16,487.05  
**YTD** \$ **16,487.05**

**Pavilions CID for January 2026** \$ 19,030.10  
**CID #2** \$ 19,030.10  
**YTD** \$ **38,060.20**

**Fairview Hotel CID for January 2026** \$ 6,948.09  
**YTD** \$ **6,948.09**

**West Plaza CID for January 2026** \$ 6,509.73  
**YTD** \$ **6,509.73**

**Commission Meeting**

**11:00 a.m.**

**February 4, 2026**

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, February 4, 2026, with Mayor Smith presiding and Commissioners Duncan, Olge and Steinkuhler present. Commissioner Harter was absent. Also present were City Manager Cocking, Deputy City Manager Detter, Assistant City Manager Wash, City Clerk Sull and City Attorney Montgomery.

Jan Trelc, Senior Director of Doner Engagement Foundation, was in attendance to accept a proclamation declaring February 13, 2026, as “Emporia State University Day” in Emporia. She stated Emporia State University was founded in 1863 as Kansas State Normal School becoming the first public institution of higher education in Kansas dedicated to preparing teachers and advancing learning. For more than 160 years, Emporia State University has provided quality education, and contributed to the economic and cultural vitality of Emporia, Lyon County and the State of Kansas. Founders Day honors the visionaries who established Emporia State University legacy of transforming lives through education. She encouraged all citizens to join in recognizing the University’s historic contributions and continued impact on our community and beyond.

Mayor Smith then presented the proclamation.

**CITY COMMISSION  
(Public Comment)**

This is the time for the public to make comments.

***The public is invited to make comments at this time. Please limit comments to two (2) minutes each. Please state your name and address prior to making comments.*** No comments were made at this time.

**ENGINEERING**  
**(Kansas Ready Mix Concrete Association Award)**  
**(Flint Hills Crossing Project)**  
**(Municipal Concrete Award Project Winner)**

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated the Kansas Aggregate Producers Association and the Kansas Ready Mix Concrete Association (KRMCA) take nominations for project award winners to recognize excellence in the Kansas concrete industry for outstanding, creative, and high-quality concrete work in Kansas municipal projects. BG Consultants nominated the City of Emporia's Flint Hills Crossing Project, and it was selected as the winning project in the Municipal Concrete in a Class II Municipality (population 10,000 to 50,000) category by the Kansas Aggregate Producers Association and the KRMCA on January 8, 2026. The awards are based on the quality of construction by the contractor, aesthetic appeal, creativity from the asphalt paving, and unique application or end use. BG Consultants provided platting and preliminary engineering; the City of Emporia Engineering Department provided construction engineering services; Bruce Davis was the general contractor with APAC-Kansas, Inc., as the asphalt subcontractor; Burlington Construction as the concrete subcontractor and Midwest Concrete Materials for providing concrete.

**CITY COMMISSION**  
**(Cedarbrook Meadows Addition)**  
**(Establish Public Hearing for Reinvestment Housing Incentive District)**  
**(Resolution Number 3787)**

Tayler Wash, Assistant City Manager, was recognized and addressed the Governing Body. She stated the Kansas Department of Commerce certified the eligibility of potential Reinvestment Housing Incentive District (RHID). A public hearing is the next requirement of the RHID statutes. Notice of the public hearing will be published in the official newspaper and certified mail sent to two additional taxing entities. She stated the proposed Development Plan contemplates construction of approximately 124 single-family homes on approximately 40 acres. The project is intended to expand the City's supply of quality housing and support long-term growth. All public infrastructure

improvements within the district, including water, sanitary sewer, and paving will be installed and financed by the developer. Upon completion, these improvements will become City infrastructure, excluding individual water service lines. The City is not financing public improvements, and the project does not require a comprehensive financial feasibility analysis associated with publicly financed districts. A separate Development Agreement will address eligible costs and reimbursements. The property within the district currently has minimal assessed value and no existing improvements. Development of the site is expected to increase the tax base while addressing housing needs without requiring upfront capital investment from the City. The present plan does not include any expenditure of city funds. Staff recommend approval of Resolution Number 3787 establishing a public hearing for Cedarbrook Meadows Reinvestment Housing Incentive District on March 18, 2026.

Following further discussion, Commissioner Duncan made a motion to approve Resolution Number 3787, a resolution establishing a public hearing for Cedarbrook Meadows Reinvestment Housing Incentive District on March 18, 2026. Commissioner Steinkuhler seconded the motion. The vote follows: Commissioner Duncan, aye; Commissioner Steinkuhler, aye; Commissioner Olge, aye; and Mayor Smith, aye.

### **CITY COMMISSION (Board Appointments)**

#### **Natural Resources Advisory Board:**

It was moved by Mayor Smith, seconded by Commissioner Olge that Gina Michael be appointed to the Natural Resources Advisory Board to fill an unexpired ending on December 31, 2027. The vote follows: Mayor Smith, aye; Commissioner Olge, aye; Commissioner Duncan, aye; and Commissioner Steinkuhler, aye.

#### **Emporia Planning Commission/Board of Zoning Appeals:**

It was moved by Commissioner Steinkuhler, seconded by Commissioner Olge that Aaron Larson and Kevin Johnson be appointed to the Emporia Planning Commission/Board of Zoning Appeals for terms that expire December 31, 2028, and appoint Denise Gilligan to fill an unexpired term ending on December 31, 2027. The vote

follows: Commissioner Steinkuhler, aye; Commissioner Olge, aye; Commissioner Duncan, and Mayor Smith, aye.

**SANITARY SEWER MAINTENANCE  
(Lift Station No. 1 Improvements, Project No. LS1902)  
(Bids)**

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated Lift Station No. 1, located at 1836 Merchant Street, handles approximately 15% of the City's sewer basin drain to it on the north side of town. Lift Station No. 1 was constructed in 1978. In 2018 one of two pumps went down and a replacement pump was expedited and flown in from the manufacturer in Europe. Currently it is operating only on one pump and there is no backup pump. The project for improvements to Lift Station No. 1 was bid approximately 6 months ago and at that time received only one bid that was \$3.3 million. That bid was rejected and the project scope was altered and the project rebid in January 2026. The project should start in approximately 60 days with a completion date by the end of 2026. This project will be funded by a bond issue. A total of six bids were received, with one of those being an unresponsive bid as follows:

**BID TABULATION FOR LIFT STATION NO. 1 IMPROVEMENTS**

| <b>Bidder</b>                       | <b>Total Base Bid</b> |
|-------------------------------------|-----------------------|
| <b>CAS Constructors, LLC</b>        | <b>\$2,861,967.90</b> |
| Walters-Morgan Const., Inc          | \$3,232,730.00        |
| Cardinal Sitework, LLC              | \$3,299,615.00        |
| APAC-Kansas Shears Div.             | \$3,541,397.00        |
| Dondlinger Construction             | \$3,549,676.77        |
| Black & McDonald                    | Not Responsive        |
| Engineer's Opinion of Probable Cost | \$2,935,560.00        |

Following review of the bids, CAS Constructors, LLC, was the lowest responsive bidder. He stated they have successfully completed projects in the state and region and were part of the Design Build team for the City's 2019 Wastewater Treatment Plant Improvements. Staff recommend awarding the Base Bid to CAS Constructors, LLC in the amount of \$2,861,967.90.

Commissioner Duncan made a motion to award Lift Station No. 1 Improvements Project No. LS1902 to CAS Constructors, LLC in the amount of \$2,861,967.90.

Commissioner Steinkuhler seconded the motion. The vote follows: Commissioner Duncan, aye; Commissioner Steinkuhler, aye; Commissioner Olge, aye; and Mayor Smith, aye.

**CITY COMMISSION**  
**(Pertaining to Mobile Food Vendors)**  
**(Ordinance Number 26-01)**

AN ORDINANCE PERTAINING TO MOBILE FOOD VENDORS; AMENDING CHAPTER 14, ARTICLE V. OF THE CODE OF THE CITY OF EMPORIA, KANSAS AND REPEALING SAID ARTICLE AS IT EXSITED PRIOR TO ADOPTION OF THIS ORDINANCE, to which the City Clerk assigned Ordinance Number 26-01, was presented to the Governing Body for their consideration.

Justin Givens, Interim Director, Building and Neighborhood Development, was recognized and addressed the Governing Body. He stated the City first adopted Mobile Food Vendor/Unit regulations in 2016, having previously regulated them through the temporary event permit process. Staff was approached in 2025 by a local mobile food truck operator, about revising the Mobile Food Truck Ordinance. After several discussions with mobile food vendors, stakeholders and research of like city codes regulating mobile food vendors, have proposed amending Chapter 14, Article V of the Municipal Code for revisions and updates. The proposed changes are as follows:

- Create an ordinance within City Code versus regulating Mobile Food Vendors through the Zoning Regulations.
- Continue to limit the locations, MFUs are allowed to operate into Commercial and Industrial Parcel Types but does create allowances for MFU and Vendors to operate in certain public spaces.
- Create a yearly and monthly fee. The current system only allows monthly licenses, but vendors can and do pay for a year at one time.
- Exempt from the licensing requirement, MFUs participating in city sanctioned or other special events, as well as events on Lyon County, Emporia State University, USD 253 property, but does allow for inspections while operating on those sites.
- Remove the restriction on canopies and would allow for tables at the MFU location.
- Allow MFUs to continue to be placed at one location for extended periods – except for public property.
- Involve Emporia Fire Department in the process requiring inspections of units prior to a permit being issued.
- Exempt from the fee but require farm produce vendors to be licensed.

- Move the Vehicle Vendor Licensing previously issued through the City Clerk's Office under the umbrella of the MFU and vendor licensing program.
- Allow for nonmotorized carts, wagons, and other similar units to sell from public sidewalks in commercial and industrial parcel types while providing protections for existing brick and mortar food establishments.

Staff recommend approval of Ordinance Number 26-01 pertaining to Mobile Food Vendors.

Commissioner Olge made a motion to approve Ordinance Number 26-01 amending Chapter 14, Article V of the Emporia Municipal Code pertaining to mobile food vendors. Commissioner Steinkuhler seconded the motion. The vote follows: Commissioner Olge, aye; Commissioner Steinkuhler, aye; Commissioner Duncan, aye; and Mayor Smith, aye.

### **Consent Agenda**

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

- a. Minutes of Regular Commission Meeting Held on January 21, 2026.

The vote follows: Commissioner Duncan, aye; Commissioner Steinkuhler, aye; Commissioner Olge, aye; and Mayor Smith, 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 JANUARY 21, 2026, MEETING.**

- Proclamation recognizing National Career & Technical Education (CTE) month.
- Authorize Resolution for General Obligation Bonds Series 2026.

**NO STUDY SESSION**

Joint City of Emporia/Lyon County Lunch Meeting

**CITY COMMISSION  
(Governing Body Comment)**

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

The Commission thanked employees for their efforts and professionalism during the past events in the last few weeks.

**EXECUTIVE SESSION**

Commissioner Olge made a motion to recess into Executive Session for 60 minutes, inviting pertinent city staff to discuss confidential data of a third party relating to economic development. The justification for the executive session is provided by K.S.A. 75-4319(b)(4) to protect financial affairs and trade secrets of a third party. The open meeting will resume in this room at approximately 12:13 p.m. Commissioner Steinkuhler seconded the motion. The vote follows: Commissioner Olge, aye; Commissioner Steinkuhler, aye; Commissioner Duncan, aye; and Mayor Smith, aye.

Upon reconvening the meeting in Regular Session at 12:13 p.m., this same date, in the City Commission Meeting Room, Commissioner Steinkuhler made a motion to continue the executive session discussion for the reason stated previously with all the same pertinent city staff and resuming the open meeting at approximately 12:30 p.m. Commissioner Duncan seconded the motion. The vote follows: Commissioner Steinkuhler, aye; Commissioner Duncan, aye; Commissioner Olge, aye; and Mayor Smith, aye.

Upon reconvening the meeting in Regular Session at 12:30 p.m., this same date, in the City Commission Meeting Room, Mayor Smith stated they had discussed confidential data of a third party relating to economic development and no action was taken.

Commissioner Duncan made a motion to recess the meeting until 12:42 p.m. at the Evora Wheeler Conference Room. Mayor Smith seconded the motion. The vote follows: Commissioner Duncan, aye; Mayor Smith, aye; Commissioner Olge, aye; and Commissioner Steinkuhler, aye.

**The following items were discussed at the Study Session:**

1. Debt Review and Analysis.
2. Discuss Common Consumption Area.

Commissioner Olge then made a motion to adjourn. Commissioner Duncan seconded the motion. The vote follows: Commissioner Olge, aye; Commissioner Duncan, aye; Commissioner Steinkuhler, aye; and Mayor Smith, aye.

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Becky Smith, Mayor

ATTEST:

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Kerry Sull, City Clerk



## Commission Action Report

### Ordinance 26-02 Establishing a Common Consumption Area

**Title:** Ordinance 26-02 Establishing a Common Consumption Area

**Agenda Date:** February 18, 2026

**Presented By:** Christina Montgomery, City Attorney

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#### **Background:**

Kansas law (K.S.A. 41-2659 et seq.) permits cities to establish Common Consumption Areas (CCAs) by ordinance for a twelve-month period. Alcohol consumed within a CCA must be purchased from participating licensed vendors and carried in marked, non-glass containers. During City-approved special events, vendors may sell from designated service areas in accordance with the policies and procedures established by Resolution 3764.

Ordinance 25-05 established the current downtown CCA with the City as permit holder. That CCA expires March 18, 2026.

#### **Discussion**

Ordinance 26-02 re-establishes the CCA in the same downtown area shown in Exhibit A and continues with the City as permit holder. The CCA will operate daily from 8:00 a.m. to 1:00 a.m., extending closing time from 11:59 p.m. to 1:00 a.m.

The Chief of Police may temporarily close all or part of the CCA for public safety or special events. Participating vendors must obtain state approval and comply with all applicable regulations.

Ordinance becomes effective upon publication. The City will then apply to the Kansas Division of Alcoholic Beverage Control for the required permit.

#### **Financial considerations:**

The City will pay publication in the official City newspaper and permit application fees. As permit holder, the City may be subject to administrative penalties for violations occurring within the CCA.

#### **Recommended action:**

Approve Ordinance 26-02 Establishing a Common Consumption Area

#### **Attachments:**

Ordinance 26-02 Establishing a Common Consumption Area

## Ordinance No. 26-02

AN ORDINANCE ESTABLISHING A COMMON CONSUMPTION AREA AND AUTHORIZING THE POSSESSION AND CONSUMPTION OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGE WITHIN THE COMMON CONSUMPTION AREA BOUNDARIES; AMENDING SECTION 4-5 OF THE CODE OF THE CITY OF EMPORIA, KANSAS

**NOW, THEREFORE, be it ordained by the Governing Body of the City of Emporia, Kansas:**

**Section 1.** Pursuant to K.S.A. 41-2659, as amended, the Governing Body hereby establishes a Common Consumption Area (hereinafter referred to as the "CCA"). The CCA shall include the downtown area generally north of 4<sup>th</sup> Avenue to south of 12<sup>th</sup> Avenue and east of Constitution Street to west of Union Street in the City of Emporia, with boundaries depicted in the Map marked "Exhibit A", which is hereby incorporated by reference.

**Section 2.** That Section 4-5 of the Code of Ordinances of the City of Emporia, Kansas, is hereby amended to read as follows:

### **"Section 4-5 Common Consumption Area**

- a) **Established.** A Common Consumption Area (hereinafter "CCA") is established in the downtown area as depicted in the Common Consumption Area Map. Copies of such Common Consumption Area Map shall be made available on the City of Emporia website and the office of the city clerk.
- b) **Boundaries.** The boundaries of the CCA shall be clearly marked with signs conspicuously posted identifying the boundaries of the CCA in a size and manner that provides notice to persons entering or leaving the area.
- c) **Streets.** Any public street, roadway, alley, or parking lot within the CCA may be blocked from motorized traffic when required by the Police Chief or the Police Chief's designee for special events or in the interest of public safety.
- d) **Hours.** The possession and consumption of alcoholic liquor and CMB within the CCA shall be allowed between the hours of 8:00 a.m. and 1:00 a.m. Sunday through Saturday. The Police Chief or the Police Chief's designee may close all or a portion of the CCA for special events or at any other time in the interest of public safety.
- e) **State Permit Required.** Possession and consumption of alcohol liquor or cereal malt beverage is authorized provided that a common consumption area permit has been issued to the City of Emporia by the Director of the Division of Alcoholic Beverage Control in accordance with K.S.A. 41-2659, as amended.
- f) **Authorized Beverage Containers.** All alcoholic liquor and CMB removed from a participating licensed premise shall be served in a container that displays the licensee's trade name or logo or other identifying mark that is unique to the licensee. No alcoholic beverage removed from a licensed premise shall be in a glass container or any container that otherwise represents a potential danger to the public as determined by law enforcement officials.
- g) **Purchases Outside CCA.** The possession or consumption of alcoholic liquor and/or CMB purchased outside of the CCA shall not be permitted inside the boundaries of the special event and CCA.

- h) **Purchases Within CCA.** No open container of alcoholic liquor and/or CMB purchased within the CCA shall be removed from the boundaries of the CCA. No alcoholic beverages shall be consumed in vehicles while on the street within the CCA.
- i) **Licensees.** All licensees approved by the Director to participate in the CCA shall at all times comply with any and all federal and state law and City ordinances regulating the purchase, sale, and consumption of alcoholic liquor and/or CMB.

(Ord. [25-05](#), § 2, 2-12-2025; Ord. 26-02, § 2, 2-18-26)”

**Section 3.** That Sections 4-5 of the Code of the City of Emporia, Kansas as it existed prior to the adoption of this ordinance is hereby repealed.

**Section 4.** The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the City of Emporia, Kansas as an addition or amendment thereto and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

**Section 4.** The Ordinance shall become effective upon passage and publication of the ordinance summary in the official City newspaper.

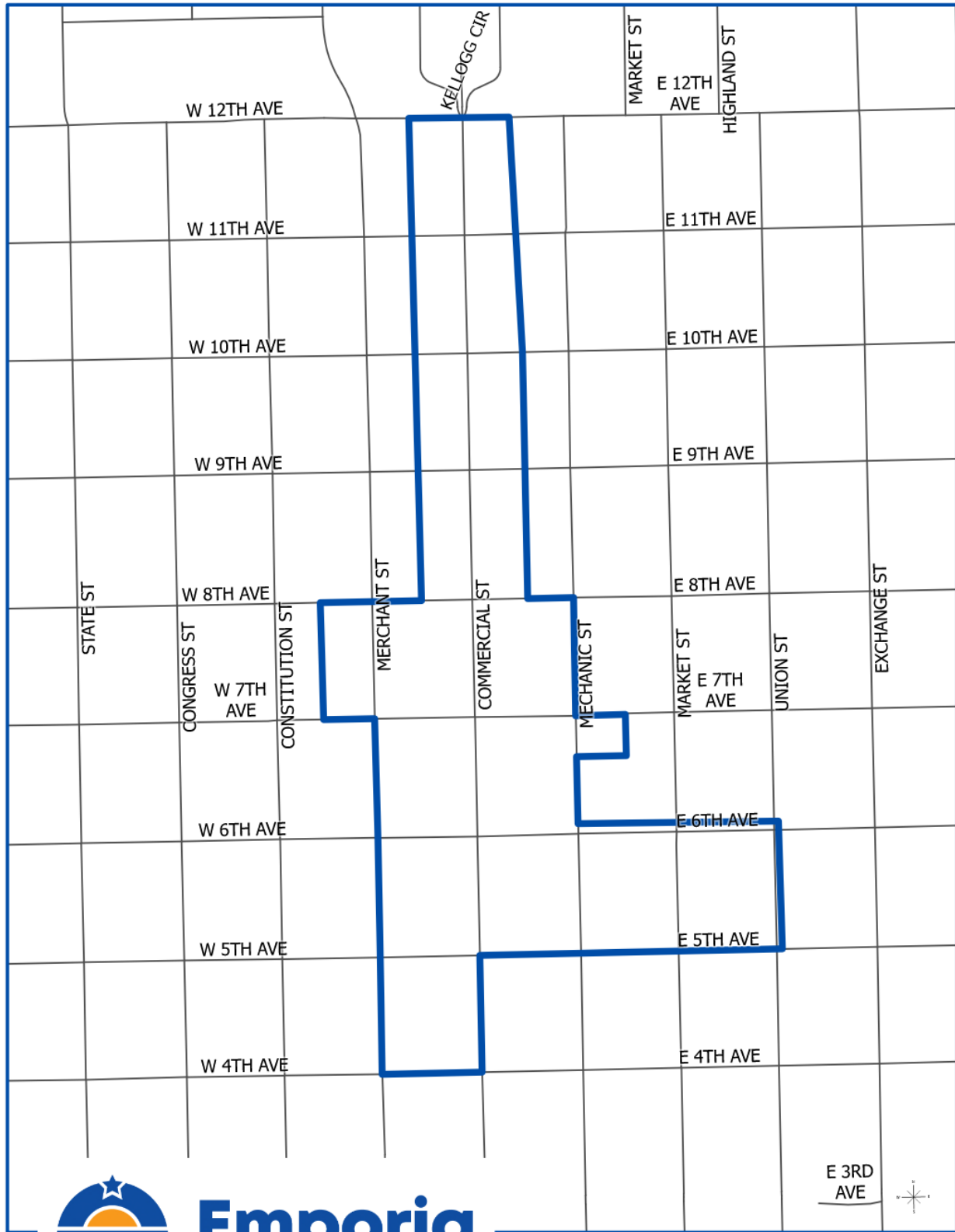
PASSED AND APPROVED on this 18<sup>th</sup> day of February 2026.

\_\_\_\_\_  
Becky Smith, Mayor

ATTEST:

\_\_\_\_\_  
Kerry Sull, City Clerk

Exhibit A



**Emporia**  
Kansas

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## Commission Action Report

### Informational Items

**Title:** Informational Items  
**Agenda Date:** February 18, 2026  
**Presented By:** Trey Cocking, City Manager

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#### **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, March 4, 2026.

#### **Commission Meeting :**

- Authorize Resolution for General Obligation Bonds Series 2026

#### **Study Session:**

- Downtown TEAP Study
- Evergy Franchise Agreement
- Water Treatment Plant Master Plan



## Commission Action Report

Executive Session

**Title:** Executive Session

**Agenda Date:** February 18, 2026

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**Recommended Action:**

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