THE CITY OF GARNETT KANSAS 1861

Small, Serene, Simply Garnett.

Revenue Neutral Rate at 5:30 P.M. | **PUBLIC HEARINGS** | Regular Meeting at 6:00 P.M.

City Commission Meeting **AGENDA** **August 27, 2024, 5:30 P.M.**

I. **Call to Order of the Public Hearing for the Revenue Neutral Rate for the 2025 Garnett City Budget (minimum of 15 minutes)**
   - A. Pledge of Allegiance
   - B. Invocation – Stan Milliken, Hope Anthem Church
   - C. Citizens to be Heard (Five-Minute Time Limit Per Person)
   - D. Consideration of Resolution 2024-11
   - E. Adjournment

II. **Call to Order of the Regularly Scheduled City Commission Meeting (6:00 p.m.)**
   - A. Motion to enter the Public Hearing for the 2025 Garnett City Budget (minimum of 5 minutes)
     - i. Citizens to be Heard (Five-Minute Time Limit Per Person)
     - ii. Adjournment

III. **Governing Body Comments**
   - A. Commissioner Wiehl
   - B. Commissioner Locke
   - C. Mayor Cole

IV. **Consent Agenda**
   - A. Approval of Minutes from August 13, 2024, Regular City Commission Meeting.
   - B. Approval of Semi-Monthly Bills and Payroll in the amount of $425,901.45

V. **Regular Business**
   - A. Presentation/Discussion with Janet Miller, E-Community.
   - B. Consideration of the 2025 City of Garnett Budget.
   - C. Consideration of authorization to execute AIP Grant Number 3-20-0025-016-2024.
   - D. Consideration of authorization to execute AIP Grant Number 3-20-0025-017-2024.
   - E. Consideration of plan review for new construction at 139 E. 4th Avenue.
   - F. Consideration of TGT Application from MasonFelt Comedy.
   - G. Consideration of Special Event Request from Fue Kue.
   - H. Proclamation declaring September as Suicide Awareness Month.
   - I. Proclamation declaring September 8-14 as Direct Support Professionals Week.

VI. **Discussion Items**
   - A. Joint City/County Meeting September 16th.

VII. **Informational Items**
   - A. The Garnett Farmers' Market Season, hosted by the Garnett Area Chamber of Commerce, will be held every Thursday on Main Street May 2 – October 3 from 4:30 p.m. to 7:00 p.m.
   - B. The Colony Day Celebration, hosted by the Colony Day Committee, will be held on August 31.
   - C. The Concerts in the Park Series, hosted by Morning Mingle, will be held every Thursday in September at Donna Harris Park.

D. Fall City Wide Garage Sale Day, hosted by Garnett Publishing Inc, will be held on September 14.
E. 113th Annual Kincaid Free Fair, hosted by the Kincaid Fair Board, will be held on September26-28.
F. Cornstock Concert on the Hill Music Festival, hosted by the Anderson County Corn Festival, will be held at Lake Garnett on September 28.

VIII. **Citizens to be Heard (Five-Minute Time Limit Per Person)**

IX. **Signing of Approved City Documents**

X. **Adjournment**

The Governing Body of the City of Garnett met in regular session on August 13, 2024, at 6:00 p.m. with the following individuals present; Mayor, Jody Cole; City Commissioners, Mark Locke and Nate Wiehl; City Manager, Travis Wilson; City Clerk, Trish Brewer. City Attorney Terry Solander.

CALL TO ORDER
The Pledge of Allegiance was recited.

Invocation given by David Shrum with the First United Methodist Church.

CITIZENS TO BE HEARD (FIVE-MINUTE TIME LIMIT PER PERSON)
Cathy Hoke; asked about the drawings for the pool, as general public is going out of town to other options available. She asked how the "Grant" was going. Stated that the public is interested in an indoor pool. Asked about the water loss in the pool. City Manager, Wilson stated that these items are on the agenda, but did respond to her questions.

GOVERNING BODY COMMENTS

- ***Commissioner Wiehl***

Acknowledged and wished all the Staff, Educators and Students a great year.

- ***Commissioner Locke***

Acknowledged and wished all the Staff, Educators and Students a great year. Thanked Cathy Hoke for her interest in the Community.

- ***Mayor Cole***

Stated she attended the Library Board Meeting 157,175 pages and 8,523 books have been read in July. The ADA door has been fixed. Acknowledged the local "Elves" in 20,000 wooden toys for Children's Mercy.

CONSENT AGENDA

A. **Approval of Minutes from July 23, 2024, Regular City Commission Meeting**
B. **Approval of Semi-Monthly Bills and Payroll in the amount of $479,142.19**

Commissioner Locke motioned to approve the Consent Agenda as presented.
Seconded by Commissioner Wiehl. Motion passed (3) AYE (0) NAY

REGULAR BUSINESS

A. **Review of the bid documents with Gerry Bieker, KMEA.**

Presentation of bid documents and agreement on two generators given by Paul Mahlberg, Tyson Grear, KMEA; Jim Pritchard, Mitch Walters via zoom. Commissioner Locke motioned to accept the agreement as presented. Seconded by Commissioner Wiehl. Motion passed (3) AYE (0) NAY

B. **Consideration of Resolution 2024-9 Power Project Revenue Bonds**

Commissioner Locke motioned to approve Resolution 2024-9. Seconded by Commissioner Wiehl.
Motion passed (3) AYE (0) NAY

C. **Consideration of Addendum No. 1: Generating Capacity & Power Sales Contract.**

Commissioner Wiehl motioned to approve Addendum No. 1 Generating Capacity & Power Sales Contract.
Seconded by Commissioner Locke. Motion passed (3) AYE (0) NAY

D. **Lake Garnett Muleshoe Culvert PER presentation by Schwab-Eaton.**

Commissioner Wiehl motioned to approve the proposal to provide Engineering Services by Schwab-Eaton.
Seconded by Mayor Cole. Motion passed (3) AYE (0) NAY

E. **Presentation of funding options by Economic Development Director/Grant Writer JessicaMills.**

Director Mills presented updated amounts in packet that were provided, spoke on items that she would like to address and move forward with.

F. **Consideration of Resolution 2024-10: Concerts in the Park.**

Commissioner Locke motioned to approve Resolution 2024-10. Seconded by Mayor Cole.
Motion passed (30 AYE (0) NAY

G. Consideration of the 2024 Concerts in the Park Series.
Commissioner Wiehl motioned to approve 2024 Concert in the Park Series. Seconded by Mayor Cole. Motion passed (3) AYE (0) NAY

H. Proclamation declaring August 25-31, 2024, as Garnett Farmers Market Week.
Mayor Cole presented this by reading the Proclamation for Garnett Farmers Market Week.

I. Consideration of appointment of Amy Persinger to the Library Board.
Mayor Cole motioned to appoint Amy Persinger to the Library Board. Seconded by Commissioner Locke. Motion passed (3) AYE (0) NAY

J. Consideration of Ordinance 4260: Creation of a Steering Committee.
Item was tabled to reconstruct time to serve.

DISCUSSION ITEMS

A. Water Treatment Plant update – July 29, 2024
City Manager, Wilson presented a draft engineering report.

B. Swimming Pool update – August 1, 2024; August 13, 2024.
City Manager, Wilson presented project scope from BG Consultants

INFORMATIONAL ITEMS

- **A.** The Garnett Farmers' Market Season, hosted by the Garnett Area Chamber of Commerce, will be held every Thursday on Main Street May 2 – October 3 from 4:30 p.m. to 7:00 p.m.
- **B.** The Fun in the Sun Car Show, hosted by Crest Schools, will be held August 24th.
- **C.** The Colony Day Celebration, hosted by the Colony Day Committee, will be held on August 31.
- **D.** The Concerts in the Park Series, hosted by Morning Mingle, will be held every Thursday in September at Donna Harris Park.
- **E.** The 24th Annual Greeley Smoke off/Larry Schaffer Memorial Softball Tournament, hosted by the Greeley Smoke off will be held September 6-7.
- **F.** Fall City Wide Garage Sale Day, hosted by Garnett Publishing Inc, will be held on September 14.
- **G.** 113th Annual Kincaid Free Fair, hosted by the Kincaid Fair Board, will be held on September 26-28.
- **H.** Cornstock Concert on the Hill Music Festival, hosted by the Anderson County Corn Festival, will be at Lake Garnett on September 28th.

CITIZENS TO BE HEARD (FIVE-MINUTE TIME LIMIT PER PERSON)
No Citizen Comments

SIGNING OF APPROVED CITY DOCUMENTS

ADJOURNMENT
With no further business before The Governing Body, Commissioner Locke made a motion to adjourn the meeting. Commissioner Wiehl seconded the motion. Motion passed (3) AYE (0) NAY

Meeting adjourned at 7:42 p.m.

____
Mayor

____
City Clerk

Resolution No. 2024-11

A RESOLUTION OF THE CITY OF GARNETT, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE;

WHEREAS, the Revenue Neutral Rate for the City of Garnett was calculated as 35.175 mills by the Anderson County Clerk; and

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

WHEREAS, the Governing Body held a hearing on August 27th allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

WHEREAS, the Governing Body of the City of Garnett, having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

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

The City of Garnett shall levy a property tax rate exceeding the Revenue Neutral Rate of 35.175 mills.

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

ADOPTED this _____ day of _____________, 2024.

____
Jody Cole, Mayor

THE CITY OF GARNETT KANSAS 1861

Small, Serene, Simply Garnett.

Attested:

____
Patricia Brewer, City Clerk

2025

CERTIFICATE

To the Clerk of Anderson County, State of Kansas

We, the undersigned, officers of

City of Garnett

certify that: (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditures for the various funds for the year 2025; and
(3) the Amounts(s) of 2024 Ad Valorem Tax are within statutory limitations.

			2025 Adopted Budget		
Table of Contents:		Page No.	Budget Authority for Expenditures	Amount of 2024 Ad Valorem Tax	Final Tax Rate (County Clerk's Use Only)
Allocation of MVT, RVT, 16/20M Veh Tax		2			
Schedule of Transfers		3			
Statement of Indebtedness		4			
Statement of Lease-Purchases		5			
Computation to Determine State Library Grant		6			
Fund	**K.S.A.**				
General	12-101a	7	2,971,300	444,129	
Debt Service	10-113		374,172		
Library	12-1220		286,000	211,778	
Airport	3-121		193,250	98,280	
Public Safety	Charter Ord. 27		1,380,200	455,030	
Special Highway			350,000		
Special Parks and Recreation			10,000		
Tourism			47,000		
Economic Development			113,800		
Parkside #1			435,750		
Parkside #2			382,500		
Park Plaza North			419,675		
Electric			4,445,625		
Gas			1,980,850		
Sanitation			434,075		
Wastewater			694,675		
Water			1,985,750		
Non-Budgeted Funds-A					
Totals		xxxxxx	16,504,622	1,209,216	
Budget Hearing Notice					County Clerk's Use Only
Combined Rate and Budget Hearing Notice					
RNR Hearing Notice					
Neighborhood Revitalization					Nov 1, 2024 Total Assessed Valuation

Revenue Neutral Rate 35.175

Assisted by:

Address:

Email:

Attest:____________________ 2024

County Clerk

Governing Body

CPA Summary

City of Garnett 2025

Allocation of MV, RV, 16/20M, Commercial Vehicle, and Watercraft Tax Estimates

Budgeted Fund for 2024	Ad Valorem Levy Tax Year 2023	Allocation for Year 2025				
		MVT	RVT	16/20M Veh	Comm Veh	Watercraft
General	349,067	29,350	597	195	1,862	190
Debt Service	52,087	4,380	89	29	278	28
Library	207,214	17,424	354	116	1,106	112
Airport	115,165	9,684	197	64	615	62
Public Safety	455,491	38,300	779	254	2,431	247
TOTAL	1,179,024	99,138	2,016	658	6,292	639

County Treas Motor Vehicle Estimate	99,138				
County Treas Recreational Vehicle Estimate		2,016			
County Treas 16/20M Vehicle Estimate			658		
County Treas Commercial Vehicle Tax Estimate				6,292	
County Treas Watercraft Tax Estimate					639

Motor Vehicle Factor	0.08408				
Recreational Vehicle Factor		0.00171			
16/20M Vehicle Factor			0.00056		
Commercial Vehicle Factor				0.00534	
Watercraft Factor					0.00054

City of Garnett 2025

Schedule of Transfers

Expenditure Fund Transferred From:	Receipt Fund Transferred To:	Actual Amount for 2023	Current Amount for 2024	Proposed Amount for 2025	Transfers Authorized by Statute
Airport Fund	Capital Improvements Fund	22,500	22,500	22,500	12-1, 118
Airport Fund	Equipment Reserve Fund	2,500	2,500	37,500	12-1, 117
Airport Fund	Tax Refund Reserve Fund	25,000	25,000	-	Ord. No. 4192
Airport Fund	Tax Refund Litigation Fund	10,000	10,000	-	Ord. No. 4192
Debt Service Fund	Tax Refund Reserve Fund	25,000	25,000	-	Ord. No. 4192
Debt Service Fund	Tax Refund Litigation Fund	10,000	10,000	-	Ord. No. 4192
Electric Fund	Capital Improvements Fund	175,000	175,000	175,000	12-1, 118
Electric Fund	Debt Service Fund	34,000	34,000	35,000	12-825d
Electric Fund	Economic Development Fund	52,000	53,500	56,900	12-825d
Electric Fund	Equipment Reserve Fund	50,000	50,000	50,000	12-1, 117
Electric Fund	Medical Reserve Fund	57,500	57,500	57,500	12, 2615
Electric Fund	General Fund	690,000	690,000	630,000	12-825d
Gas Fund	Capital Improvements Fund	7,500	7,500	7,500	12-1, 118
Gas Fund	Equipment Reserve Fund	20,250	20,250	20,250	12-1, 117
Gas Fund	Medical Reserve Fund	17,500	17,500	17,500	12, 2615
Gas Fund	General Fund	-	-	-	12-825d
Gas Fund	Public Safety Fund	510,000	100,000	60,000	12-825d
Gas Fund	Debt Service Fund	295,000	295,000	325,000	12-825d
General Fund	Capital Improvements Fund	20,000	20,000	57,900	12-1, 118
General Fund	Equipment Reserve Fund	86,500	86,500	228,350	12-1, 117
General Fund	Tax Refund Reserve Fund	45,000	45,000	-	Ord. No. 4192
General Fund	Medical Reserve Fund	145,455	172,561	171,250	12, 2615
General Fund	Tax Refund Litigation Fund	15,000	15,000	-	Ord. No. 4192
Library Fund	Capital Improvements Fund	5,000	5,000	5,000	12-1, 118
Library Fund	Medical Reserve Fund	15,500	15,500	15,500	12, 2615
Public Safety Fund	Capital Improvements Fund	12,500	12,500	12,500	12-1, 118
Public Safety Fund	Equipment Reserve Fund	82,500	82,500	92,500	12-1, 117
Public Safety Fund	Medical Reserve Fund	70,000	70,000	70,000	12, 2615
Public Safety Fund	Tax Refund Reserve Fund	45,000	45,000	-	Ord. No. 4192
Public Safety Fund	Tax Refund Litigation Fund	15,000	15,000	-	Ord. No. 4192
Sanitation Fund	Capital Improvements Fund	2,500	2,500	2,500	12-1, 118
Sanitation Fund	Equipment Reserve Fund	15,000	15,000	20,000	12-1, 117
Sanitation Fund	Medical Reserve Fund	17,550	17,550	17,550	12, 2615
Wastewater Fund	Capital Improvements Fund	92,000	92,000	92,000	12-1, 118
Wastewater Fund	Debt Service Fund	12,750	12,750	13,600	12-825d
Wastewater Fund	Equipment Reserve Fund	7,500	7,500	7,500	12-1, 117
Wastewater Fund	Public Safety Fund	90,000	90,000	90,000	12-1, 117
Wastewater Fund	Medical Reserve Fund	20,000	20,000	20,000	12, 2615
Water Fund	Capital Improvements Fund	695,000	45,000	295,000	12-1, 118
Water Fund	Debt Service Fund	-	-	-	12-825d
Water Fund	Equipment Reserve Fund	12,500	12,500	12,500	12-1, 117
Water Fund	Medical Reserve Fund	35,000	35,000	35,000	12, 2615
Water Fund	Public Safety Fund	-	510,000	510,000	12-825d
Economic Developmen	Medical Reserve Fund	5,000	5,000	5,000	12, 2615
Housing Authority	Medical Reserve Fund	37,500	37,500	37,500	12, 2615
	Totals	3,603,505	3,082,111	3,305,800	
	Adjustments				
	Adjusted Totals	3,603,505	3,082,111	3,305,800	

*Note: Adjustments are required only if the transfer is being made in 2024 and/or 2025 from a non-budgeted fund.

City of Garnett 2025

STATEMENT OF INDEBTEDNESS

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1, 2024	Date Due		Amount Due 2024		Amount Due 2025	
						Interest	Principal	Interest	Principal	Interest	Principal
General Obligation:											
Electric and Wastewater Imp	12/10/2015	10/1/2035	2.25 - 4.00	645,000	395,000	4/1 & 10/1	10/1	14,125	44,125	13,375	48,375
Total G.O. Bonds					**395,000**			**14,125**	**44,125**	**13,375**	**48,375**
Revenue Bonds:											
Housing Bond	3/15/2006	10/1/2028	5.00 - 5.25	2,395,000	525,000	4/1 & 10/1	10/1	27,444	95,000	22,575	100,000
Total Revenue Bonds					**525,000**			**27,444**	**95,000**	**22,575**	**100,000**
Other:											
Gas Utility Loan	3/24/2021	1/1/2031	0.25	2,900,000	2,060,229	1/1 & 7/1	1/1 & 7/1	56,996	267,754	49,772	274,978
Total Other					**2,060,229**			**56,996**	**267,754**	**49,772**	**274,978**
Total Indebtedness					**2,980,229**			**98,565**	**406,879**	**85,722**	**423,353**

City of Garnett 2025

STATEMENT OF CONDITIONAL LEASE-PURCHASE AND CERTIFICATE OF PARTICIPATION*

Item Purchased	Contract Date	Term of Contract (Months)	Interest Rate %	Total Amount Financed (Beginning Principal)	Principal Balance As Beginning of 2024	Payments Due 2024	Payments Due 2025
2023 Freightliner Trash Truck	11/21/2022	84	2.45	189,882	126,078	27,126	27,126
				Totals	**126,078**	**27,126**	**27,126**

*****If leasing/renting with no intent to purchase, do not list--such transactions are not lease-purchases.**

WORKSHEET FOR STATE GRANT-IN-AID TO PUBLIC LIBRARIES AND REGIONAL LIBRARY SYSTEMS

Budgeted Year: 2025

Library found in: City of Garnett
Anderson County

As provided in KSA 79-2553 *et seq.,* two tests are used to determine eligibility for State Library Grant. If the grant is approved, then the municipality's library will be paid the grant on February 15 of each year.

First test:

	Current Year 2024	Proposed Year 2025
Ad Valorem	$202,448	$211,778
Delinquent Tax	$876	$1,000
Motor Vehicle Tax	$17,487	$17,424
Recreational Vehicle Tax	$360	$354
16/20M Vehicle Tax	$97	$116
TOTAL TAXES	$221,268	$230,672
Difference in Total Taxes:	$9,404	
Qualify for grant: Qualify		

Second test:

Assessed Valuation	$31,925,812	$33,427,099
Did Assessed Valuation Decrease?	No	
Levy Rate	6.473	6.336
Difference in Levy Rate:	(0.137)	
Qualify for grant: Not Qualify		

Overall does the municipality qualify for a grant? **Qualify**

If the municipality would not have qualified for a grant, please see the below narrative for assistance

FUND PAGE - GENERAL

Adopted Budget General	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Resources Available:	3,282,593	3,150,547	2,534,251
Expenditures:			
Government Administration	810,233	875,365	1,263,050
Community Development Department	262,750	282,832	373,700
Parks, Recreation, and Cemetery Departme	746,276	763,750	922,300
Street & Stormwater Department	356,344	369,590	412,250
General Fund All Purpose Transfers	60,000	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
Subtotal detail (Should agree with detail)	2,235,602	2,291,536	2,971,300
Cash Reserve (2025 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**2,235,602**	**2,291,536**	**2,971,300**
Unencumbered Cash Balance Dec 31	1,046,991	859,010	xxxxxxxxxxxxxxxxx
2023/2024/2025 Budget Authority Amount	2,438,755	2,504,861	2,971,300
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	2,971,300
		Tax Required	437,049
	Delinquent Comp Rate:	1.6%	7,080
		Amount of 2024 Ad Valorem Tax	444,129

CPA Summary

City of Garnett 2025

Adopted Budget **General Fund - Detail Page 1**	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Expenditures:			
Government Administration			
Personnel Expenses	543,741	581,532	763,750
Contractual Expenses	132,591	137,250	150,250
Commodity Expenses	60,697	56,272	78,200
Transfer to Capital Improvement Fund	2,500	2,500	2,500
Transfer to Equipment Reserve Fund	2,500	2,500	174,350
Transfer to Medical Reserve Fund	68,205	95,311	94,000
Total	**810,233**	**875,365**	**1,263,050**
Community Development Department			
Personnel Expenses	160,410	191,832	227,800
Contractual Expenses	5,498	6,000	7,250
Commodity Expenses	61,841	50,000	103,650
Transfer to Capital Improvement Fund	2,500	2,500	2,500
Transfer to Equipment Reserve Fund	2,500	2,500	2,500
Transfer to Medical Reserve Fund	30,000	30,000	30,000
Total	**262,750**	**282,832**	**373,700**
Parks, Recreation, and Cemetery Department			
Personnel Expenses	395,652	400,000	530,300
Contractual Expenses	69,442	71,500	74,500
Commodity Expenses	193,932	180,000	197,350
Cardio Equipment Lease	0	25,000	25,000
Transfer to Capital Improvement Fund	12,500	12,500	50,400
Transfer to Equipment Reserve Fund	47,500	47,500	17,500
Transfer to Medical Reserve Fund	27,250	27,250	27,250
Total	**746,276**	**763,750**	**922,300**
Street & Stormwater Department			
Personnel Expenses	206,782	224,805	258,800
Contractual Expenses	9,796	13,000	13,650
Commodity Expenses	83,266	69,285	83,300
Transfer to Capital Improvement Fund	2,500	2,500	2,500
Transfer to Equipment Reserve Fund	34,000	40,000	34,000
Transfer to Medical Reserve Fund	20,000	20,000	20,000
Total	**356,344**	**369,590**	**412,250**
General Fund All Purpose Transfers			
Transfer to Tax Refund Reserve Fund	45,000	0	0
Transfer to Tax Refund Litigation Fund	15,000	0	0
Total	**60,000**	**0**	**0**

City of Garnett 2025

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget **Airport**	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	8,019	64,807	66,921
Receipts:			
Ad Valorem Tax	140,745	112,516	xxxxxxxxxxxxxxxxx
Delinquent Tax	1,568	500	1,000
Motor Vehicle Tax	7,912	13,571	9,684
Recreational Vehicle Tax	156	279	197
16/20M Vehicle Tax	50	75	64
Commercial Vehicle Tax	480	769	615
Watercraft Tax	29	45	62
Rental of Property	7,383	6,000	6,500
Fuel Sales	14,602	12,500	12,500
Neighborhood Revitalization Rebate		-1,429	-1,406
Miscellaneous	355	400	400
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**173,280**	**145,226**	**29,616**
Resources Available:	**181,299**	**210,033**	**96,537**
Expenditures:			
Personnel Expenses	30,346	60,000	64,200
Contractual Expenses	5,126	5,112	8,950
Commodity Expenses	21,020	53,000	60,100
Transfer to Capital Improvement Fund	22,500	22,500	22,500
Transfer to Equipment Reserve Fund	2,500	2,500	37,500
Transfer to Tax Refund Reserve Fund	25,000	0	0
Transfer to Tax Refund Litigation Fund	10,000	0	0
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**116,492**	**143,112**	**193,250**
Unencumbered Cash Balance Dec 31	64,807	66,921	xxxxxxxxxxxxxxxxx
2023/2024/2025 Budget Authority Amount	163,500	191,650	193,250
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	193,250
		Tax Required	96,713
	Delinquent Comp Rate:	1.6%	1,567
		Amount of 2024 Ad Valorem Tax	98,280

Adopted Budget **Public Safety**	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	32,103	275,239	202,925
Receipts:			
Ad Valorem Tax	394,923	445,015	xxxxxxxxxxxxxxxxx
Delinquent Tax	6,193	2,500	30,000
Motor Vehicle Tax	35,493	38,091	38,300
Recreational Vehicle Tax	696	784	779
16/20M Vehicle Tax	276	210	254
Commercial Vehicle Tax	2,136	2,158	2,431
Watercraft Tax	129	128	247
Sale of City Property	8,175	4,000	4,000
Transfer from Gas Fund	270,000	100,000	60,000
Transfer from Wastewater Fund	90,000	90,000	90,000
Transfer from Water Fund	500,000	510,000	510,000
Neighborhood Revitalization Rebate	0	-5,650	-6,512
Miscellaneous	1,224		
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**1,309,245**	**1,187,236**	**729,499**
Resources Available:	**1,341,348**	**1,462,475**	**932,424**
Expenditures:			
Personnel Expenses	688,024	883,200	982,500
Contractual Expenses	58,098	63,250	71,950
Commodity Expenses	94,986	148,100	150,750
Transfer to Capital Improvement Fund	12,500	12,500	12,500
Transfer to Equipment Reserve Fund	82,500	82,500	92,500
Transfer to Medical Reserve Fund	70,000	70,000	70,000
Transfer to Tax Refund Reserve Fund	45,000	0	0
Transfer to Tax Refund Litigation Fund	15,000	0	0
Cash Reserve (2025 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	1,066,108	1,259,550	1,380,200
Unencumbered Cash Balance Dec 31	275,239	202,925	xxxxxxxxxxxxxxxxx
2023/2024/2025 Budget Authority Amount	1,182,100	1,259,550	1,380,200
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	1,380,200
		Tax Required	447,776
	Delinquent Comp Rate:	1.6%	7,254
		Amount of 2024 Ad Valorem Tax	455,030

CPA Summary

City of Garnett 2025

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget **Debt Service**	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	236	14,752	38,438
Receipts:			
Ad Valorem Tax	8	50,889	xxxxxxxxxxxxxxxxx
Delinquent Tax	397	172	150
Motor Vehicle Tax	271	0	4,380
Recreational Vehicle Tax	1	0	89
16/20M Vehicle Tax	65	0	29
Commercial Vehicle Tax	0	0	278
Watercraft Tax	0	0	28
Anderson County Contribution	10,415	0	10,500
Transfer from Electric Fund	55,732	34,000	35,000
Transfer from Gas Fund	324,750	295,000	325,000
Transfer from Wastewater Fund	12,750	12,750	13,600
Transfer from Water Fund	0	0	0
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**404,389**	**392,811**	**389,054**
Resources Available:	**404,625**	**407,563**	**427,492**
Expenditures:			
Electric and Wastewater Bond - Principal	30,000	30,000	35,000
Electric and Wastewater Bond - Interest	14,875	14,125	13,375
Transfer to Tax Refund Reserve Fund	25,000	0	0
Transfer to Tax Refund Litigation Fund	10,000	0	0
Gas Loan Payment - Principal	274,968	268,000	268,000
Gas Loan Payment - Interest	34,233	57,000	57,000
Cash Reserve (2025 column)			
Miscellaneous	797		797
Does miscellanous exceed 10% Total Exp			
Total Expenditures	**389,873**	**369,125**	**374,172**
Unencumbered Cash Balance Dec 31	14,752	38,438	xxxxxxxxxxxxxxxxx
2023/2024/2025 Budget Authority Amoun	374,672	404,125	374,172
		Non-Appropriated Balance	
See Tab A		Total Expenditure/Non-Appr Balance	374,172
		Tax Required	0
	Delinquent Comp Rate:	1.6%	0
		Amount of 2024 Ad Valorem Tax	0

Adopted Budget **Library**	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	66,917	60,505	60,517
Receipts:			
Ad Valorem Tax	181,167	202,448	xxxxxxxxxxxxxxxxx
Delinquent Tax	3,190	876	1,000
Motor Vehicle Tax	19,439	17,487	17,424
Recreational Vehicle Tax	383	360	354
16/20M Vehicle Tax	135	97	116
Commercial Vehicle Tax	1,175	991	1,106
Watercraft Tax	71	59	112
Donations	0	0	0
Neighborhood Revitalization Rebate			-3,031
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**205,560**	**222,318**	**17,081**
Resources Available:	**272,476**	**282,823**	**77,598**
Expenditures:			
Personnel Expenses	134,923	136,461	201,750
Contractual Expenses	14,135	16,845	15,250
Commodity Expenses	42,414	48,500	48,500
Transfer to Capital Improvement Fund	5,000	5,000	5,000
Transfer to Medical Reserve Fund	15,500	15,500	15,500
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**211,972**	**222,306**	**286,000**
Unencumbered Cash Balance Dec 31	60,505	60,517	xxxxxxxxxxxxxxxxx
2023/2024/2025 Budget Authority Amoun	218,000	233,600	286,000
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	286,000
		Tax Required	208,402
	Delinquent Comp Rate:	1.6%	3,376
		Amount of 2024 Ad Valorem Tax	211,778

CPA Summary

City of Garnett 2025

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget **Special Highway**	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	461,674	277,742	220,272
Receipts:			
State of Kansas Gas Tax	86,269	87,530	86,000
County Transfers Gas		0	0
Sales Tax (From City Levy)	348,366	305,000	300,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**434,635**	**392,530**	**386,000**
Resources Available:	**896,309**	**670,272**	**606,272**
Expenditures:			
Street Projects	159,968	360,000	260,000
Curb and Gutter Projects	0	75,000	75,000
Sidewalk Projects	2,600	10,000	10,000
Alley Projects	0	5,000	5,000
Maple Street Project	456,000		
Cash Reserve (2025 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**618,568**	**450,000**	**350,000**
Unencumbered Cash Balance Dec 31	277,742	220,272	256,272
2023/2024/2025 Budget Authority Amoun	645,000	450,000	350,000

Adopted Budget

Special Parks and Recreation	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	20,398	27,369	13,242
Receipts:			
Liquor Taxes	6,971	1,873	2,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**6,971**	**1,873**	**2,000**
Resources Available:	**27,369**	**29,242**	**15,242**
Expenditures:			
Programs	0	16,000	10,000
Cash Reserve (2025 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**0**	**16,000**	**10,000**
Unencumbered Cash Balance Dec 31	27,369	13,242	5,242
2023/2024/2025 Budget Authority Amoun	4,000	16,000	10,000

CPA Summary

City of Garnett 2025

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget **Tourism**	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	66,917	72,040	37,540
Receipts:			
Transient Guest Tax	36,979	22,500	22,500
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**36,979**	**22,500**	**22,500**
Resources Available:	**103,896**	**94,540**	**60,040**
Expenditures:			
Programs	805	4,500	4,500
Local Event Grants	24,369	45,000	35,000
Marketing	6,682	7,500	7,500
Cash Reserve (2025 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**31,856**	**57,000**	**47,000**
Unencumbered Cash Balance Dec 31	72,040	37,540	13,040
2023/2024/2025 Budget Authority Amoun	42,000	57,000	47,000

Adopted Budget

Economic Development	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	43,443	72,270	72,270
Receipts:			
Outside Contribution	52,000	53,500	56,900
Donation	0	0	0
Programs	480	0	0
Transfer from Electric	52,000	53,500	56,900
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**104,480**	**107,000**	**113,800**
Resources Available:	**147,923**	**179,270**	**186,070**
Expenditures:			
Personnel Expenses	62,319	83,300	90,075
Contractual Expenses	1,382	3,400	3,425
Commodity Expenses	6,951	15,300	15,300
Transfer to Medical Reserve Fund	5,000	5,000	5,000
Cash Reserve (2025 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**75,652**	**107,000**	**113,800**
Unencumbered Cash Balance Dec 31	72,270	72,270	72,270
2023/2024/2025 Budget Authority Amoun	104,000	107,000	113,800

CPA Summary

City of Garnett 2025

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget **Gas**	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	14,734	25,377	492,918
Receipts:			
Residential Revenue	1,213,549	1,400,000	1,400,000
Commercial Revenue	312,296	450,000	450,000
Industrial Revenue	195,433	310,000	310,000
City Usage	20,460	30,000	30,000
Penalty Revenue	10,177	10,000	10,000
Connection Revenue	1,921	2,500	2,500
Miscellaneous	-15.27	0	
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**1,753,820**	**2,202,500**	**2,202,500**
Resources Available:	**1,768,554**	**2,227,877**	**2,695,418**
Expenditures:			
Personnel Expenses	178,680	188,000	213,250
Contractual Expenses	867,476	1,026,709	1,260,300
Commodity Expenses	84,771	50,000	77,050
Transfer to Capital Improvement Fund	0	7,500	7,500
Transfer to Equipment Reserve Fund	0	20,250	20,250
Transfer to General Fund	0	0	0
Transfer to Public Safety Fund	270,000	100,000	60,000
Transfer to Debt Service	324,750	325,000	325,000
Transfer to Medical Reserve Fund	17,500	17,500	17,500
Cash Reserve (2025 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**1,743,177**	**1,734,959**	**1,980,850**
Unencumbered Cash Balance Dec 31	25,377	492,918	714,568
2023/2024/2025 Budget Authority Amount	2,106,250	1,990,500	1,980,850

Adopted Budget

Sanitation	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	216,392	303,919	340,648
Receipts:			
All Customers Revenue	420,563	410,000	425,000
City Usage	7,181	3,500	3,500
Penalty Revenue	2,883	950	950
Miscellaneous	11,500	0	
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**442,126**	**414,450**	**429,450**
Resources Available:	**658,518**	**718,369**	**770,098**
Expenditures:			
Personnel Expenses	150,822	150,871	177,050
Contractual Expenses	99,422	108,000	116,200
Commodity Expenses	42,189	51,550	54,175
Transfer to Capital Improvement Fund	2,490	2,500	2,500
Transfer to Equipment Reserve Fund	15,000	20,000	20,000
Payment on Trash Truck Loan	27,126	27,250	27,250
Transfer to Medical Reserve Fund	17,550	17,550	17,550
96 Gallon Tote Lease Purchase	0	0	19,350
Cash Reserve (2025 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**354,599**	**377,721**	**434,075**
Unencumbered Cash Balance Dec 31	303,919	340,648	336,023
2023/2024/2025 Budget Authority Amount	354,600	396,650	434,075

CPA Summary

City of Garnett 2025

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget **Wastewater**	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	326,092	405,513	524,284
Receipts:			
All Customers Revenue	649,932	675,000	675,000
City Usage	3,750	3,000	3,000
Penalty Revenue	4,800	3,000	3,000
New Connection Charges	598	0	0
Miscellaneous	50	0	0
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**659,130**	**681,000**	**681,000**
Resources Available:	**985,222**	**1,086,513**	**1,205,284**
Expenditures:			
Personnel Expenses	172,985	177,173	224,300
Contractual Expenses	54,668	37,350	59,625
Commodity Expenses	129,806	125,456	187,650
Transfer to Capital Improvement Fund	92,000	92,000	92,000
Transfer to Equipment Reserve Fund	7,500	7,500	7,500
Transfer to Debt Service Fund	12,750	12,750	13,600
Transfer to Public Safety Fund	90,000	90,000	90,000
Transfer to Medical Reserve Fund	20,000	20,000	20,000
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**579,709**	**562,229**	**694,675**
Unencumbered Cash Balance Dec 31	405,513	524,284	510,609
2023/2024/2025 Budget Authority Amount	632,125	649,575	694,675

Adopted Budget

Water	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	2,694,021	2,117,658	2,075,987
Receipts:			
Rental of Property	0	2,400	
Residential Revenue	817,037	800,000	810,000
Commercial Revenue	147,861	115,000	130,000
Industrial Revenue	370,925	300,000	320,000
Wholesale Revenue	144,521	120,000	150,000
City Usage	38,733	22,000	15,000
Penalty Revenue	7,218	5,000	5,000
New Connection Charges	413	600	600
Miscellaneous	3,305	0	0
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**1,530,013**	**1,365,000**	**1,430,600**
Resources Available:	**4,224,033**	**3,482,658**	**3,506,587**
Expenditures:			
Personnel Expenses	241,856	250,021	323,500
Contractual Expenses	103,150	125,000	363,400
Commodity Expenses	518,869	429,150	446,350
Transfer to Capital Improvements Fund	695,000	45,000	295,000
Transfer to Equipment Reserve Fund	12,500	12,500	12,500
Transfer to Debt Service Fund	0	0	0
Transfer to Public Safety Fund	500,000	510,000	510,000
Transfer to Medical Reserve Fund	35,000	35,000	35,000
Cash Reserve (2025 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**2,106,375**	**1,406,671**	**1,985,750**
Unencumbered Cash Balance Dec 31	2,117,658	2,075,987	1,520,837
2023/2024/2025 Budget Authority Amount	2,244,000	1,691,450	1,985,750

CPA Summary

City of Garnett 2025

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget **Parkside #1**	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	461,588	459,838	411,084
Receipts:			
Rental of Property	115,384	115,000	115,000
HUD Subsidy	48,384	55,000	50,000
Deposits	857	1,746	500
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**164,625**	**171,746**	**165,500**
Resources Available:	**626,213**	**631,584**	**576,584**
Expenditures:			
Personnel Expenses	60,537	61,000	74,700
Contractual Expenses	27,494	32,000	45,050
Commodity Expenses	65,843	115,000	303,500
Transfer to Medical Reserve Fund	12,500	12,500	12,500
Cash Reserve (2025 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**166,374**	**220,500**	**435,750**
Unencumbered Cash Balance Dec 31	459,838	411,084	140,834
2023/2024/2025 Budget Authority Amount	255,650	385,150	435,750

Adopted Budget

Parkside #2	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	449,480	460,106	425,606
Receipts:			
Rental of Property	143,795	125,000	135,000
HUD Subsidy	51,083	70,000	50,000
Deposits	2,003	1,000	1,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**196,881**	**196,000**	**186,000**
Resources Available:	**646,361**	**656,106**	**611,606**
Expenditures:			
Personnel Expenses	60,536	61,000	74,700
Contractual Expenses	28,318	32,000	45,050
Commodity Expenses	84,901	125,000	250,250
Transfer to Medical Reserve Fund	12,500	12,500	12,500
Cash Reserve (2025 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**186,255**	**230,500**	**382,500**
Unencumbered Cash Balance Dec 31	460,106	425,606	229,106
2023/2024/2025 Budget Authority Amount	247,900	441,900	382,500

CPA Summary

City of Garnett 2025

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget **Park Plaza North**	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	527,642	524,924	464,375
Receipts:			
Rental of Property	344,700	330,000	330,000
Deposits	1,891	500	500
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**346,591**	**330,500**	**330,500**
Resources Available:	**874,234**	**855,424**	**794,875**
Expenditures:			
Personnel Expenses	62,338	64,649	74,700
Contractual Expenses	39,288	47,250	53,250
Commodity Expenses	124,544	144,150	156,650
Housing Bond - Principal	90,000	95,000	100,000
Housing Bond - Interest	20,638	27,500	22,575
Transfer to Medical Reserve Fund	12,500	12,500	12,500
Cash Reserve (2025 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**349,309**	**391,049**	**419,675**
Unencumbered Cash Balance Dec 31	524,924	464,375	375,200
2023/2024/2025 Budget Authority Amount	371,000	395,650	419,675

Adopted Budget **Electric**	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	1,764,241	2,169,738	2,468,838
Receipts:			
Residential Revenue	2,305,231	2,350,000	2,200,000
Commercial Revenue	487,402	600,000	500,000
Industrial Revenue	1,301,288	1,400,000	1,350,000
City Usage	320,764	200,000	275,000
Penalty Revenue	25,381	2,500	18,000
New Connection Charges	2,526	2,000	2,000
Security Lights	14,773	12,000	12,500
Pole Rental	2,841	2,500	2,500
Solar Electric Revenue	0	0	0
Commercial Solar Revenue	0	0	0
Miscellaneous	4,031	0	0
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**4,464,237**	**4,569,000**	**4,360,000**
Resources Available:	**6,228,478**	**6,738,738**	**6,828,838**
Expenditures:			
Personnel Expenses	523,291	585,250	635,225
Contractual Expenses	2,160,153	2,322,950	2,450,700
Commodity Expenses	316,788	301,700	355,300
Transfer to Capital Improvement Fund	175,000	175,000	175,000
Transfer to Equipment Reserve Fund	50,000	50,000	50,000
Transfer to General Fund	690,000	690,000	630,000
Transfer to Debt Service Fund	34,000	34,000	35,000
Transfer to Economic Development Fund	52,000	53,500	56,900
Transfer to Medical Reserve Fund	57,500	57,500	57,500
Cash Reserve (2025 column)			
Miscellaneous	8		
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	**4,058,740**	**4,269,900**	**4,445,625**
Unencumbered Cash Balance Dec 31	2,169,738	2,468,838	2,383,213
2023/2024/2025 Budget Authority Amount	4,130,350	4,385,900	4,445,625

CPA Summary

City of Garnett

NON-BUDGETED FUNDS (A)

(Only the actual budget year for 2023 is reported)

2025

Non-Budgeted Funds-A

(1) Fund Name:		(2) Fund Name:		(3) Fund Name:		(4) Fund Name:		(5) Fund Name:		
Capital Improvements		**Equipment Reserve**		**Tax Refund Reserve**		**Tax Refund Litigation**				
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Total
Cash Balance Jan 1	1,014,664	Cash Balance Jan 1	502,487	Cash Balance Jan 1	840,000	Cash Balance Jan 1	300,000	Cash Balance Jan 1		2,657,150
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Transfer From General Fund	20,000	Transfer From General Fund	86,500	Transfer from General Fund	45,000	Transfer from General Fund	15,000			
Transfer From Airport Fund	22,500	Transfer From Airport Fund	2,500	Transfer from Airport Fund	25,000	Transfer from Airport Fund	10,000			
Transfer From Library Fund	5,000	Transfer From Public Safety Fund	72,150	Transfer from Deb Service Fund	25,000	Transfer from Deb Service Fund	10,000			
Transfer From Public Safety Fund	12,500	Transfer From Electric Fund	50,000	Transfer from Public Safety Fund	45,000	Transfer from Public Safety Fund	15,000			
Transfer From Electric Fund	175,000	Transfer From Gas Fund	0							
Transfer From Gas Fund	0	Transfer From Sanitation Fund	15,000							
Transfer From Sanitation Fund	2,490	Transfer From Wastewater Fund	7,500							
Transfer From Wastewater Fund	92,000	Transfer From Water Fund	12,500							
Transfer From Water Fund	695,000	Miscellaneous								
Total Receipts	1,024,490	Total Receipts	246,150	Total Receipts	140,000	Total Receipts	50,000	Total Receipts	0	1,460,640
Resources Available:	2,039,154	Resources Available:	748,636	Resources Available:	980,000	Resources Available:	350,000	Resources Available:	0	4,117,790
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Government Administration	0	Government Administration	1,100							
Community Development	0	Community Development	0							
Park, Recreation, and Cemetery Department	-3,600	Park, Recreation, and Cemetery Department	71,249							
Street and Stormwater Department	1,411	Street and Stormwater Department	26,046							
Airport	115,418	Airport	0							
Library	0	Fire Department	12,296							
Police Department	0	Police Department	37,299							
Fire Department	0	Electric Utility	8,174							
Electric Utility	44,460	Gas Utility	25,973							
Gas Utility	0	Sanitation Utility	8,560							
Sanitation Utility	4,244	Wastewater Utility	5,240							
Wastewater Utility	56,860	Water Utility	26,473							
Water Utility	356,795									
Total Expenditures	575,589	Total Expenditures	222,409	Total Expenditures	0	Total Expenditures	0	Total Expenditures	0	797,997
Cash Balance Dec 31	1,463,565	Cash Balance Dec 31	526,228	Cash Balance Dec 31	980,000	Cash Balance Dec 31	350,000	Cash Balance Dec 31	0	**3,319,793**
										3,319,793

**Note: These two block figures should agree.

CPA Summary

NOTICE OF BUDGET HEARING

2025

The governing body of

City of Garnett

will meet on August 27, 2024 at 6:00 p.m. at City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.

Detailed budget information is available at City Hall and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2025 Expenditures and Amount of 2024 Ad Valorem Tax establish the maximum limits of the 2025 budget.

Estimated Tax Rate is subject to change depending on the final assessed valuation.

	Prior Year Actual for 2023		Current Year Estimate for 2024		Proposed Budget Year for 2025		
FUND	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2024 Ad Valorem Tax	Proposed Estimated Tax Rate *
General	2,235,602	24.630	2,291,536	10.904	2,971,300	444,129	13.286
Debt Service	389,873		369,125	1.627	374,172		
Library	211,972	7.335	222,306	6.473	286,000	211,778	6.336
Airport	116,492	2.995	143,112	3.597	193,250	98,280	2.940
Public Safety	1,066,108	13.333	1,259,550	14.228	1,380,200	455,030	13.613
Special Highway	618,568		450,000		350,000		
Special Parks and Recreatio			16,000		10,000		
Tourism	31,856		57,000		47,000		
Economic Development	75,652		107,000		113,800		
Parkside #1	166,374		220,500		435,750		
Parkside #2	186,255		230,500		382,500		
Park Plaza North	349,309		391,049		419,675		
Electric	4,058,740		4,269,900		4,445,625		
Gas	1,743,177		1,734,959		1,980,850		
Sanitation	354,599		377,721		434,075		
Wastewater	579,709		562,229		694,675		
Water	2,106,375		1,406,671		1,985,750		
Non-Budgeted Funds-A	797,997						
Totals	15,088,659	48.293	14,109,158	36.829	16,504,622	1,209,216	36.175
						*Revenue Neutral Rate***	*35.175*
Less: Transfers	3,603,505		3,082,111		3,305,800		
Net Expenditure	11,485,154		11,027,047		13,198,822		
Total Tax Levied	1,180,000		1,179,024		xxxxxxxxxxxxxxxx		
Assessed Valuation	28,641,093		31,925,812		33,427,099		
Outstanding Indebtedness, January 1,	2022		2023		2024		
G.O. Bonds	455,000		425,000		395,000		
Revenue Bonds	700,000		615,000		525,000		
Other	2,611,745		2,324,443		2,060,229		
Lease Purchase Principal	69,157		189,882		126,078		
Total	3,835,902		3,554,325		3,106,307		

*Tax rates are expressed in mills

***Revenue Neutral Rate as defined by KSA 79-2988*

Travis Wilson

City Official Title: City Manager

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

2025

The governing body of

City of Garnett

will meet on August 27, 2024 at 5:30 p.m. at City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.

Detailed budget information is available at City Hall and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2025 Expenditures and Amount of 2024 Ad Valorem Tax establish the maximum limits of the 2025 budget.

Estimated Tax Rate is subject to change depending on the final assessed valuation.

	Prior Year Actual for 2023		Current Year Estimate for 2024		Proposed Budget Year for 2025		
FUND	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2024 Ad Valorem Tax	Proposed Estimated Tax Rate *
General	2,235,602	24.630	2,291,536	10.904	2,971,300	444,129	13.286
Debt Service	389,873		369,125	1.627	374,172		
Library	211,972	7.335	222,306	6.473	286,000	211,778	6.336
Airport	116,492	2.995	143,112	3.597	193,250	98,280	2.940
Public Safety	1,066,108	13.333	1,259,550	14.228	1,380,200	455,030	13.613
Special Highway	618,568		450,000		350,000		
Special Parks and Recreation			16,000		10,000		
Tourism	31,856		57,000		47,000		
Economic Development	75,652		107,000		113,800		
Parkside #1	166,374		220,500		435,750		
Parkside #2	186,255		230,500		382,500		
Park Plaza North	349,309		391,049		419,675		
Electric	4,058,740		4,269,900		4,445,625		
Gas	1,743,177		1,734,959		1,980,850		
Sanitation	354,599		377,721		434,075		
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*Tax rates are expressed in mills

***Revenue Neutral Rate as defined by KSA 79-2988*

Travis Wilson

City Official Title: City Manager

U.S. Department
of Transportation
Federal Aviation Administration

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

Mr. Travis Wilson
City Manager
Garnett Municipal
131 West 5th Avenue
Garnett, KS 66032

Dear Mr. Wilson:

An original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-20-0025-016-2024 at Garnett Municipal Airport are enclosed for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

<u>You may not make any modification to the text, terms or conditions of the grant offer.</u>

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their signature to the appropriate certificate at the end of the agreement. All signatures must be made with blue or black ink and notarized; signature stamps are not acceptable.
3. On the **<u>same day or after</u>** the authorized representative has signed the grant, the sponsor's attorney(s) will add their signature to the appropriate certificate at the end of the agreement.
4. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 6th, 2024.**
5. After you fully execute the Grant Agreement:
   a. Send an original wet-signed copy of the executed agreement to our office via U.S. Mail or other commercial courier;
   b. Retain one original wet-signed copy of the executed agreement for your records

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. <u>We</u>

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Amy Walter, 816.326.2603, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Rodney N. Joel

Rodney N. Joel

Acting Director, Central Region Airports Division

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Original

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	AUG 14 2024
Airport/Planning Area	**Garnett Municipal**
AIP Grant Number	**3-20-0025-016-2024**
Unique Entity Identifier	**JNJXBFWEFAT1**

TO: **City of Garnett**

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **August 07, 2024**, for a grant of Federal funds for a project at or associated with the **Garnett Municipal Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Garnett Municipal Airport** (herein called the "Project") consisting of the following:

Acquire Tract 5 (3.67 acres, fee simple) including residential relocation costs for future airport development

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law (P.L.) Number 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety (90%) of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $394,310.00.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $0 for airport development or noise program implementation; and,
   $394,310.00 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
   a. Period of Performance:
      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).
   b. Budget Period:
      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
   c. Close Out and Termination:

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 6, 2024,** or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

       1. 15 percent; or

       2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

       1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

       2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

       3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

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.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. *Posting of contact information.*

1. The sponsor must post the contact information as the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.

2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or

ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –

a) Associated with performance under this Grant; or

b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –

    i. Associated with performance under this Grant; or

    ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.

2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:

    i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and

    ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:

    i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or

    ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.

ii. Includes:

a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals.

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;

ii. Gross waste of Federal funds;

iii. An abuse of authority relating to implementation or use of Federal funds;

iv. A substantial and specific danger to public health or safety; or

v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;

v. A court or grand jury;

vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

25. **Co-Sponsor.** The Co-Sponsors, if any, understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable

compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the FAA Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text

SPECIAL CONDITIONS

30. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.
31. **Update Approved Exhibit "A" Property Map for Land in Project.** The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.
32. **Future Development Land.** The Sponsor agrees to perform the airport development which requires this land acquisition within 20 years of this Grant Agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 20 for the purpose for which it was acquired, the Sponsor will refund the Federal share of acquisition cost or the current fair market value of the land, whichever is greater.
33. **Uniform Relocation Act.** The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs, as further required in accordance with Airport Sponsors Grant Assurance 35 and Non-Airport Sponsors Undertaking Noise Compatibility Program Projects Grant Assurance 21, as applicable.
34. **Land Acquisition.** The Sponsor agrees that no payments will be made on the Grant until the Sponsor has presented evidence to the FAA that it has recorded the Grant Agreement, including the Grant Assurances in the public land records of the county courthouse. The Sponsor understands and

agrees that recording the Grant Agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

35. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

36. **Title Evidence**. The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel 5 until title evidence has been submitted to, and found to be satisfactory by the FAA, subject to no liens, encumbrances, reservations, or exceptions which, in the opinion of the FAA, might create an undue risk or interference with the use and operation of the airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Rodney N Joel

(Signature of Sponsor's Authorized Official)

Rodney N Joel

(Typed Name)

Acting Director, Central Region Airports Division

(Title of FAA Official

AMY J WALTER
Notary Public - Notary Seal
STATE OF MISSOURI
Platte County
My Commission Expires: May 22, 2028
Commission # 16867514

ACKNOWLEDGEMENT

STATE OF Missouri

COUNTY OF Jackson

On 8/7/2024, before me, a Notary Public, personally appeared Rodney N Joel, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Rodney N Joel executed the foregoing instrument in their authorized capacity by their signature on the instrument.

Amy J Walter

Signature of Notary

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated

City of Garnett
(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:
(Typed Name of Sponsor's Authorized Official)

Title:
(Title of Sponsor's Authorized Official

ACKNOWLEDGEMENT
STATE OF ____________________
COUNTY OF ____________________
On ____________, before me, a Notary Public, personally appeared ________________, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that __________ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

Signature of Notary

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act P.L. of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at

By: ______________________________

(Signature of Sponsor's Attorney)

ACKNOWLEDGEMENT

STATE OF ______________________

COUNTY OF ______________________

On ______________, before me, a Notary Public, personally appeared ______________________, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ______________ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

____

Signature of Notary

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. **General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. **Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

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 Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

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.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. 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).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

Footnotes to Assurance (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

a. **Minimum Wage Rates.**

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

14. **Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15. **Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

16. **Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

17. **Planning Projects.**

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

18. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

19. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

20. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

21. **Economic Nondiscrimination.**

    a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

    b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

        1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

        2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

    c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

    d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

    e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

    f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

    g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

    h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

22. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

23. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

24. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

25. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

26. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

27. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

28. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

   Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or

   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

29. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, 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.

c. Duration.

The sponsor agrees that it is obligated to this assurance 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 sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of Garnett, 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses 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 sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor 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.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, 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.

g. It 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.

30. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

31. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

32. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses 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.

33. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of August 07, 2024.

34. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

35. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

36. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

37. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

38. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

U.S. Department
of Transportation
Federal Aviation Administration

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

Mr. Travis Wilson
City Manager
Garnett Municipal
131 West 5th Avenue
Garnett, KS 66032

Dear Mr. Wilson:

An original and one copy of the Grant Offer for Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grant (AIG) Project No. 3-20-0025-017-2024 at Garnett Municipal Airport are enclosed for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their signature to the appropriate certificate at the end of the agreement. All signatures must be made with blue or black ink and notarized; signature stamps are not acceptable.
3. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their signature to the appropriate certificate at the end of the agreement.
4. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than delete **September 6th, 2024.**
5. After you fully execute the Grant Agreement:
   a. Send an original wet-signed copy of the executed agreement to our office via U.S. Mail or other commercial courier;
   b. Retain one original wet-signed copy of the executed agreement for your records; and

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi elnvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Amy Walter, Ph: (816) 329-2603, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Rodney N. Joel

Rodney N. Joel
Acting Director, Central Region Airports Division

U.S. Department
of Transportation
Federal Aviation
Administration

Sponsor Original

FY 2024 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	AUG 14 2024
Airport/Planning Area	**Garnett Municipal**
Airport Infrastructure Grant Number	**3-20-0025-017-2024**
Unique Entity Identifier	**JNJXBFWEFAT1**

TO: **City of Garnett, Kansas**
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **August 07, 2024**, for a grant of Federal funds for a project at or associated with the **Garnett Municipal Airport** which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Garnett Municipal Airport** (herein called the "Project") consisting of the following:

Acquire Tract 6 (10.74 acres, Permanent Easement), Tract 8 (20.08 acre Permanent Easement), and Tract 11 (24.49 acre Permanent Easement) for future airport development

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out, the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety (90%) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **<u>Maximum Obligation</u>.** The maximum obligation of the United States payable under this Offer is **$275,960.00**.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $0 for airport development or noise program implementation; and,
   $275,960.00 for land acquisition.

2. **<u>Grant Performance.</u>** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

      2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), and the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 6 , 2024,** or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable environmental quality standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

   1. 15 percent; or
   2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

   1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integretiy Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

   2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

   3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-conractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

   1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

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.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

   1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

   1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

      i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

      ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

      iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.

   2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

      i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or

      ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –

         a) Associated with performance under this Grant; or

         b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

   1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –

   i. Associated with performance under this Grant; or

   ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*

   1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.

   2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:

      i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and

      ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

   3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

   1. "Employee" means either:

      i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or

      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

   2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

   3. "Private entity":

      i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.

      ii. Includes:

      a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

      b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. <u>BIL Funded Work Included in a PFC Application</u>. Within **<u>120</u>** days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. <u>Employee Protection from Reprisal.</u>

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered — The persons and bodies to which a disclosure by an employee is covered are as follows:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
   v. A court or grand jury;
   vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
   vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

25. **Prohibited Telecommunications and Video Surveillance Services and Equipment**. The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

26. **Title VI of the Civil Rights Act**. As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

27. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

28. **Title Evidence.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) 6, 8, and 11 until title evidence has been submitted to, and found to be satisfactory by the FAA, subject to no liens, encumbrances, reservations, or exceptions which, in the opinion of the FAA, might create an undue risk or interference with the use and operation of the airport.

29. **Update Approved Exhibit "A" Property Map for Land in Project.** The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.

30. **Future Development Land.** The Sponsor agrees to perform the airport development which requires this land acquisition within 20 years of this Grant Agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 20 years for the purpose for which it was acquired, the Sponsor will refund the Federal share of acquisition cost or the current fair market value of the land, whichever is greater.

31. **Uniform Relocation Act.** The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs, as further required in accordance with Airport Sponsors Grant Assurance 35 and Non-Airport Sponsors Undertaking Noise Compatibility Program Projects Grant Assurance 21, as applicable.

32. **Land Acquisition.** The Sponsor agrees that no payments will be made on the Grant until the Sponsor has presented evidence to the FAA that it has recorded the Grant Agreement, including the Grant Assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the Grant Agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

33. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Rodney N Joel
(Signature)

Rodney N. Joel
(Typed Name)

Acting Director, Central Region Airports Division
(Title of FAA Official)

AMY J WALTER
Notary Public - Notary Seal
STATE OF MISSOURI
Platte County
My Commission Expires: May 22, 2028
Commission # 16867514

ACKNOWLEDGEMENT
STATE OF Missouri
COUNTY OF Jackson
On 8/7/2024, before me, a Notary Public, personally appeared Rodney N. Joel, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Rodney N. Joel executed the foregoing instrument in their authorized capacity by their signature on the instrument.

Amy J. Walter
Signature of Notary

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated

City of Garnett
(Name of Sponsor)

____
(Signature of Sponsor's Authorized Official)

By: ________________________
(Typed Name of Sponsor's Authorized Official)

Title: ________________________
(Title of Sponsor's Authorized Official

ACKNOWLEDGEMENT

STATE OF ________________

COUNTY OF ________________

On ____________, before me, a Notary Public, personally appeared ________________, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that __________ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

____
Signature of Notary

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Kansas__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at

By: ______________________________
(Signature of Sponsor's Attorney)

ACKNOWLEDGEMENT

STATE OF ______________________

COUNTY OF ______________________

On ______________, before me, a Notary Public, personally appeared ____________________, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ____________ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

____
Signature of Notary

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

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 Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

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.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. 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);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

Footnotes to Assurance (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

      It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

      It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

   b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

    1. Operating the airport's aeronautical facilities whenever required;
    2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
    3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

   Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

    1. eliminate such adverse effect in a manner approved by the Secretary; or

    2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

    1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

    2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

    3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, 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.

c. Duration.

    The sponsor agrees that it is obligated to this assurance 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 sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **Garnett Municipal Airport,** 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses 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 sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor 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.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, 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.

g. It 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.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses 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.

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for BIL projects as of August 07, 2024.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

MINUTES
(NOT YET APPROVED)
CITY OF GARNETT, KANSAS
PLANNING COMMISSION

AUGUST 20, 2024

The August 20, 2024, regular meeting of the Garnett Planning Commission was called to order at 1801 by Chair Mersman. Other members present were Commissioners Landis, Mills, Norman, and Thomas. Absent were Vice-Chair Peterson and Commr. Frye. Also present was Zoning Administrator Mills.

The chair called for the approval of the minutes of the July meeting. Commr. Landis so moved. Commr. Norman seconded. Motion carried 5-0.

The chair next called for the presentation of requests or petitions. There were none.

There was no old business.

Chair Mersman called for the first item of new business, recommendation of plan review approval for new construction at 139 E 4th Ave, Kristi Colvin, owner. ZA Mills explained that the plans originally submitted by QSI on behalf of the owner were reviewed and approved, except that the roofline was inconsistent with the request of the Planning Commission. He also stated that he recently received the corrected plans to conform with the aforementioned request. He further advised that he had reviewed the plans and found them to comply with the requirements of the IBC and Muncipal Code. Commr. Norman moved to forward to the governing body a recommendation of approval of the plan review. Landis provided the second. Motion carried 5-0.

The Chair then call for the next item of new business, a public hearing regarding amending the sign regulations pertaining to the placement of political signs. ZA Mills explained that, during the June meeting the Planning Commission forwarded a proposed ordinance opening the regulation on the placement of political signs from 28 days to 90 days, in order to comply with the appropriate statute. Following the protest period, Mills took the proposed ordinance to the governing body, who remanded the matter back to the Planning Commission for further review, with the remarks that they believed the proposed ordinance was still too restrictive.

After discussion, Commr. Norman moved to forward a proposed ordinance eliminating the time restriction. Landis seconded. During the post-motion discussion, Commr. Mills moved to amend the question by adding a 180-day restriction to the proposed ordinance. Chair Mersman seconded. Motion carried 3-2. The Commission then voted on the original question, and the motion carried 3-1-1.

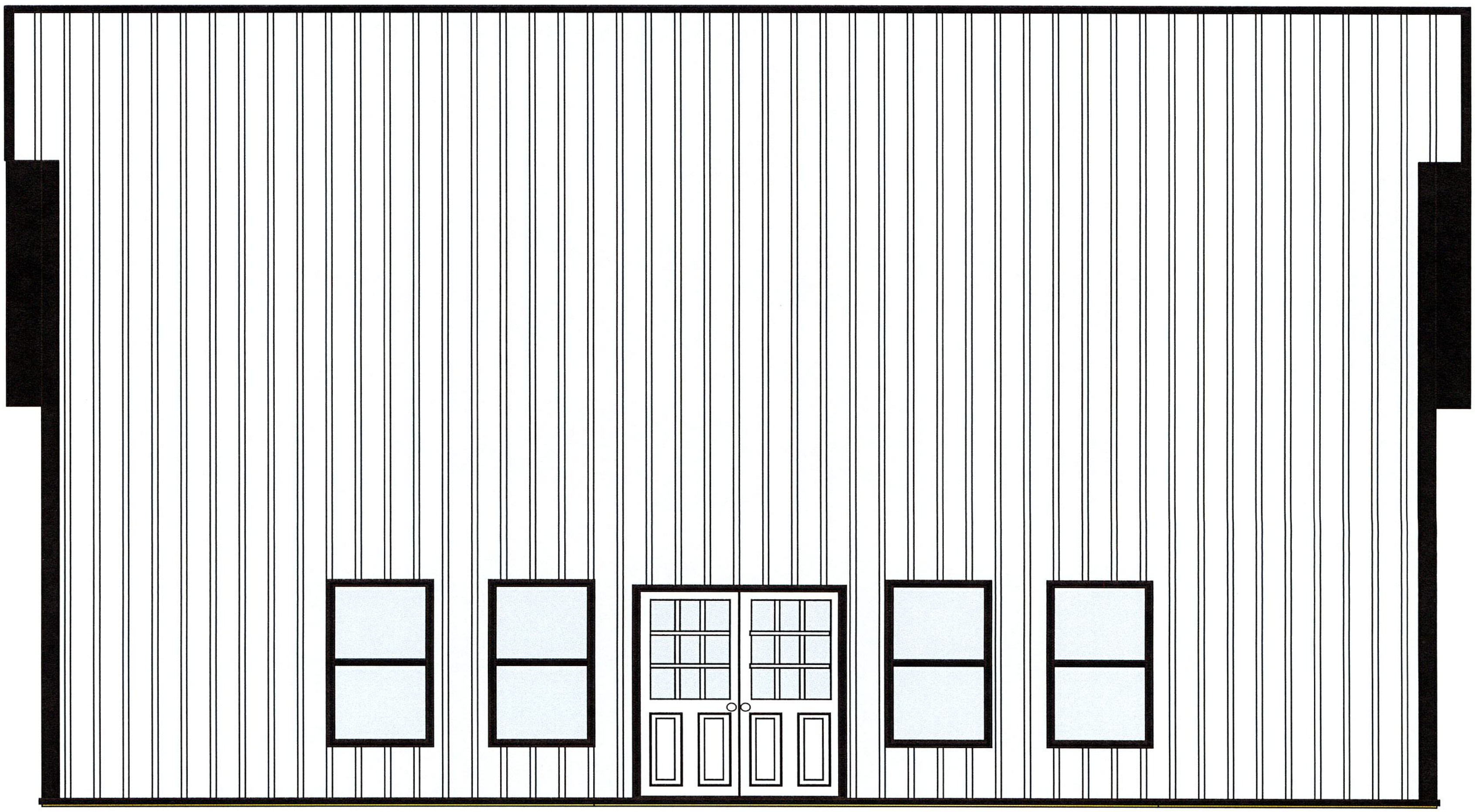
The Chair then called for discussion items. There were none.

Commr. Norman then moved to adjourn. Landis seconded. Motion carried 5-0.

There being no other business before this board, the meeting was adjourned at 1828 hours, with the next regular meeting scheduled for September 17, 2024.

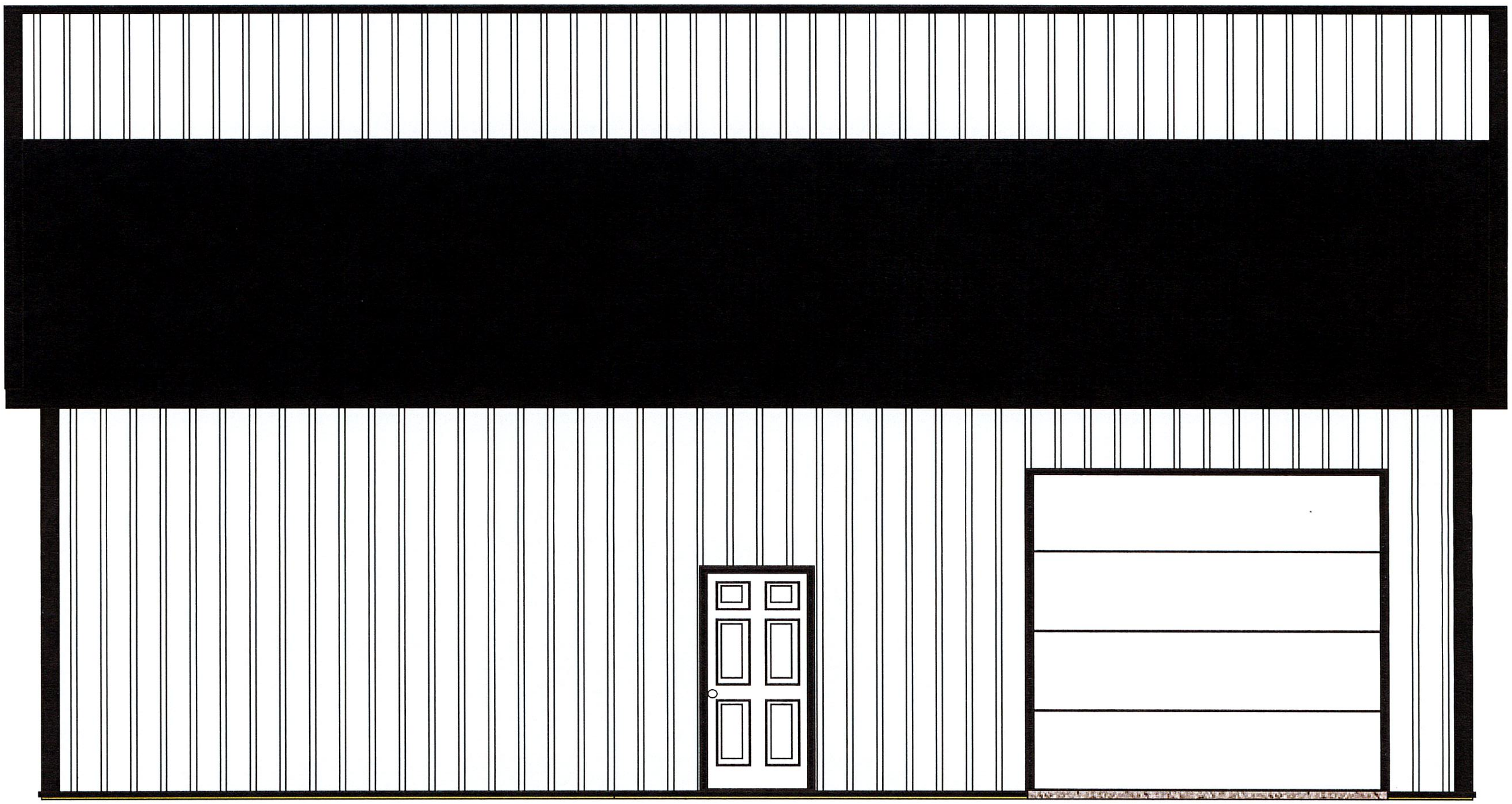
Quality Structures, Inc.

SOUTH SIDE-EAVE SIDE 2 ELEVATION



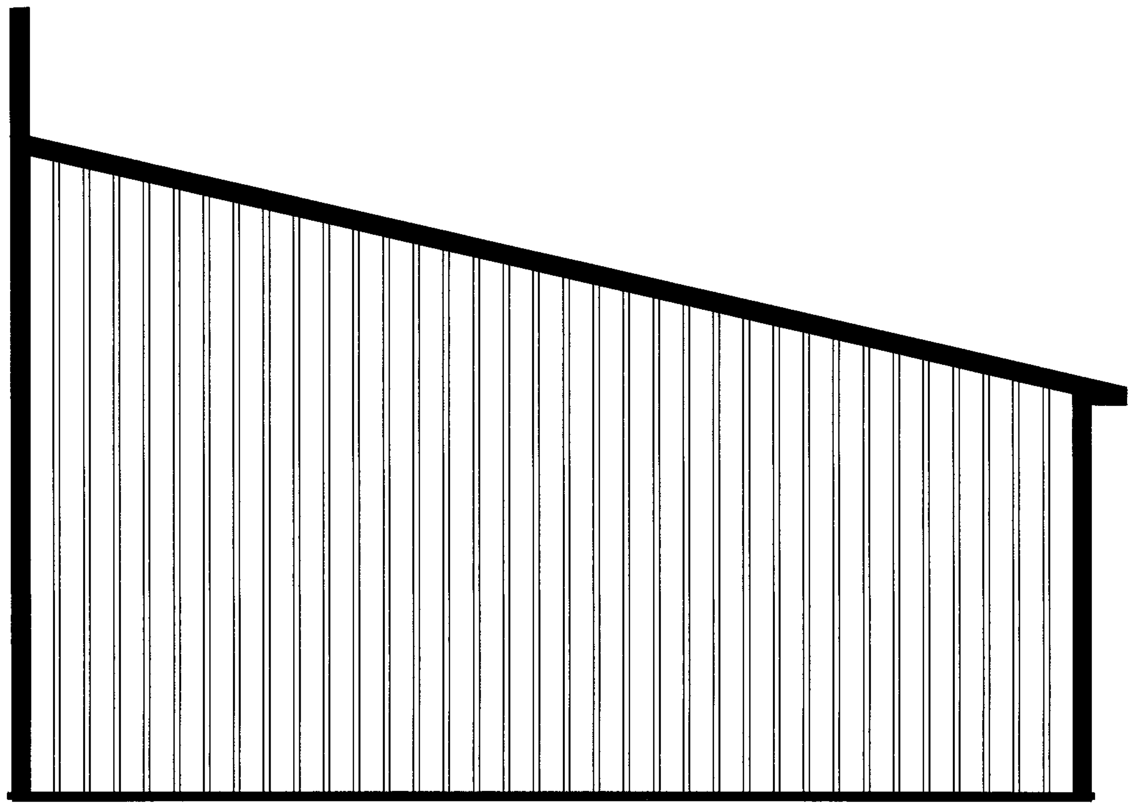
Kristi Colvin
Estimate Number: 2287
7/22/2024

NORTH SIDE-EAVE SIDE 1 ELEVATION



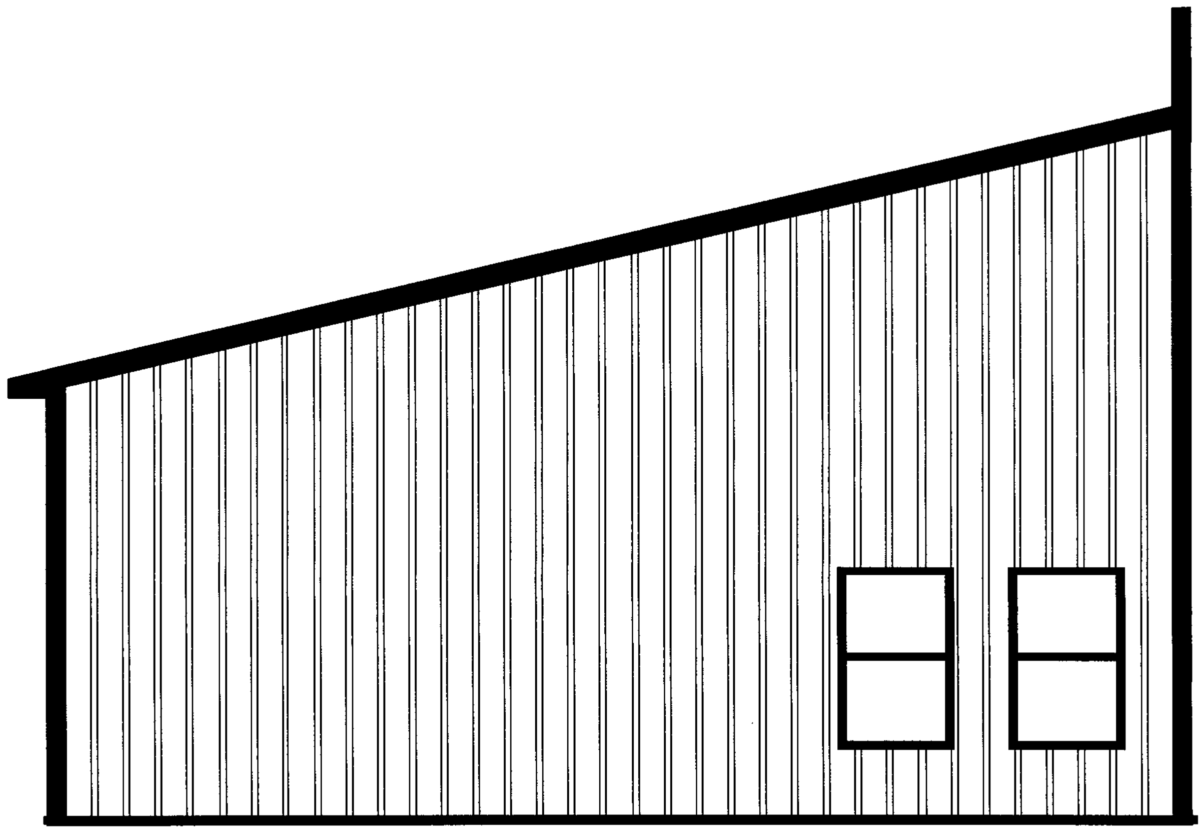
Kristi Colvin
Estimate Number: 2287
7/22/2024

EAST SIDE-GABLE SIDE 2 ELEVATION



Kristi Colvin
Estimate Number: 2287
7/22/2024

WEST SIDE-GABLE SIDE 1 ELEVATION



Kristi Colvin
Estimate Number: 2287
7/22/2024

Acceptable Building Dimensions and Features, Plan Set C v2.1._	
Summary Description	Typical Post Frame Buildings in Brackets
Foundation Type	Posts in Brackets
Building Width	16' to 60'
Building Length	See Table on Floor Plan
Clear Height	Up to 16'-1"
Lean Options	Open or Enclosed, up to 20' wide
Overhang Options	0" to 24" on sidewalls and/or endwalls
Foundation Design	Posts installed on Concrete Foundation.

QUALITY STRUCTURES LLC

PLAN SET C - STANDARD POST FRAME BUILDING IN BRACKETS

QUALITY CONSTRUCTION PROVIDED BY:

QSI

Quality Structures

SPECIALIZING IN COMPLETE POST FRAME BUILDINGS

www.qualitystructures.com
ph: 800-374-6988

Engineering Design and Analysis by:

HALBERG ENGINEERING LLC

Specialists in Post Frame Engineering

Engineer's seal excludes architectural services.
No Construction Phase services are included

AARON J. HALBERG LICENSED 21624 KANSAS PROFESSIONAL ENGINEER

December 06, 2023

December 06, 2023

Expiration Date: Dec. 31, 2024

Drawings only valid if sealed and signed by Aaron J. Halberg, P.E.

LEGAL USE, LIMITATIONS, & EXPIRATION OF THE PLANS

Building Design Loads, Applicable Codes and Standards

Key Building Code and Design Standard Incorporated in this Design

Building Code Design Provisions (Structural and Material)	IBC 2018
Minimum Design Loads for Buildings and Other Structures	ASCE 7-16
National Design Specification for Wood Construction	NDS-2018
National Design Standard for Metal Plate Connected Wood Trusses	TPI 1-2014
Diaphragm Design of Metal-Clad, Wood-Frame... Buildings	ASABE EP484.3-DEC17
Shallow Post and Pier Foundation Design	ASABE EP486.2-OCT12
Design Requirements ... Mechanically Laminated Wood Assemblies	ASABE EP559.1-AUG10
Special Design Provisions for Wind & Seismic	SDPWS-2015

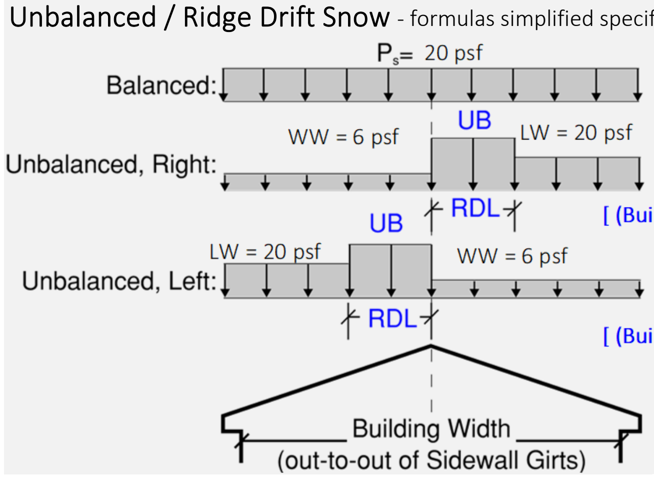
Building Risk Category: Normal Risk / Importance II

Normal (default) Risk Category for Occupied Buildings with normal Importance Factors

Roof Snow Loads

Ground Snow Load, P_g	Up to 25.0 psf
Snow Exposure Factor, C_e	1.0
Snow Load Importance Factor, I_s	1.0
Thermal Factor, C_t	1.2
Flat Roof Snow Load, $P_f = 0.7 \times P_g \times C_e \times I_s \times C_t$	21.0 psf
Sloped Roof Factor, C_s - Assumes Unobstructed, Slippery Roofs	0.939
Balanced Roof Snow Load, $P_s = P_f \times C_s$	19.7 psf
Nominal Value (rounded) for Roof Snow Load, P_s =	20.0 psf

Unbalanced / Ridge Drift Snow - formulas simplified specifically for these building plans.



Unbalanced Drift Load:

"UB" [psf] =

[(Building Width [ft])$^{1/3}$ x 7.7] +8.1

Ridge Drift Length

"RDL" [ft] =

[(Building Width [ft])$^{1/3}$ x 3.5] - 5.5

Floor Live Load - Does not affect building design (applies to loads at grade only)

Uniform Live Load	125
Concentrated Load (on 2'-6" x 2'-6" area)	1,000

Roof Truss Design Loads

Simplified Load Summary - TC Snow - TC Dead - BC Dead	20-5-10 psf
Minimum Dead Loads (used for uplift, conservative minimums)	TC = 4 psf / BC = 3 psf

Wind Design Data

Basic Wind Speed, V *(exceeds highest mapped value for the state)*	115 mph
Wind Exposure Category	C
Internal Pressure Coefficient (Enclosed Building)	± 0.18
Velocity Wind Pressure: $0.00256 {}^{*}K_z{}^{*}K_{zt}{}^{*}K_d{}^{*}K_e{}^{*}V^2 = q_h$	26.2 psf

Wind design based on Envelope Procedure for Low-Rise Buildings (ASCE 7, Ch. 28 & 30)

Seismic / Earthquake Design Data

Seismic analysis not considered. Agricultural structures intended for incidental human occupancy are exempt from Seismic Design Requirements (IBC §1613.1, Exception 3). On other structures, a seismic analysis may be required, but wind loads essentially govern lateral design requirements for all post-frame buildings due to light weight of structural framing systems.

Soils / Geotechnical Data

Footings and Uplift designed per ASABE EP486.2. Foundation design requires native soil type and consistency to meet or exceeds one of two types (see Page 7 for additional information):

A) Silty to Coarse Sand (SM, SC, SP-SM, SP-SC, SW-SM, or SW-SC) consistency = "very dense"

B) Cohesive Soils of Inorganic Silt, Sandy or Clayey Silt (MH), consistency "very stiff to hard"

Structural Concrete Min. Strength (f_c') - at 28 days 3500 psi

SHEET INDEX

SHEET	CONTENTS
C1	DESIGN LOADS, LIMITATIONS OF DRAWINGS
C2	GENERIC FLOOR PLAN AND GRAPHICAL INDEX
C3	GENERIC ELEVATIONS, PANEL FASTENERS
C4	BUILDING SECTIONS
C5	SIDEWALL FRAMING AND TRUSS SUPPORTS, NORMAL AND AT LARGE OPENINGS
C6	LEAN CONSTRUCTION DETAILS (IF APPLICABLE)
C7	STURDIWALL BRACKET DETAILS
C8	BRACING / SHEARWALL DETAILS
C9	ROOF BRACING DETAILS

TABLE INDEX

TABLE	DESCRIPTION
2A	ALLOWABLE BUILDING LENGTH
4A	ENDWALL COLUMNS
5A	SIDEWALL TRUSS GIRDERS (NORMAL 8' o.c.)
5B	SIDEWALL HEADERS AT OPENINGS LARGER THAN 8'
5C	SIDEWALL COLUMNS AT 8' o.c. & OPENINGS LARGER THAN 8'
6A	RAFTERS AND GIRDERS FOR LEAN
6B	SIDEWALL COLUMNS AT 8'o.c. WITH LEANS ATTACHED
7A	STURDIWALL BRACKETS
8A	ENDWALL SHEATHING: FULL HEIGHT STEEL PANELS REQ'D
8B	SIDEWALL SHEATHING: FULL HEIGHT STEEL PANELS REQ'D
8C	ENDWALL SHEATHING: OSB SHEARWALL LENGTH - OPTION
8D	SIDEWALL SHEATHING: OSB SHEARWALL LENGTH - OPTION

These drawings represent an engineered building system intended to be used repeatedly for various building projects within the limitations listed within the scope of these drawings, only within the state for which the drawings are certified, and subject to the acceptance of the Authority Having Jurisdiction for that project. These drawings have been developed by Halberg Engineering and licensed for the exclusive use of Quality Structures Inc. Use by others is strictly prohibited. Use the drawings by selecting the information from the tables and options within, as appropriate for each project's configuration, subject to the size, use, and feature limitations listed here.

The plans comply with all structural and material requirements of the 2018 IBC and 2018 IRC, but are not intended to address other issues beyond structural and material requirements of the IBC and IRC for most common sites and situations. These plans do not address every conceivable site situation so should not be construed as specific for any particular site or project. Also, these plans do not represent Architecture services (such as life safety, accessibility, allowable building areas, fire rated construction, etc).

Post-Frame construction may be considered "non-conventional" construction within the International Residential Code. Therefore, engineered design according to the International Building Code (IBC) can be used for code compliance of structures subject to the IRC, since Section R301.1.3 states: "Where a building [...] not conforming to this code, these elements shall be designed in accordance with accepted engineering practice. [...] Engineered design in accordance with the International Building Code is permitted for buildings and structures, and parts thereof, included in the scope of this code."

SPECIALIZING IN COMPLETE POST FRAME BUILDINGS www.qualitystructures.com

QSI Quality Structures

Post Frame Engineering Design and Analysis by: HALBERG ENGINEERING LLC Specialists in Post Frame Engineering

DRAWING VERSION: C v2.1.2 DECEMBER 6, 2023

DRAFTING BY: Brian Van Lanen

ENGINEERING BY: Aaron Halberg, P.E.

STANDARD BUILDING DRAWINGS

SHEET

C1

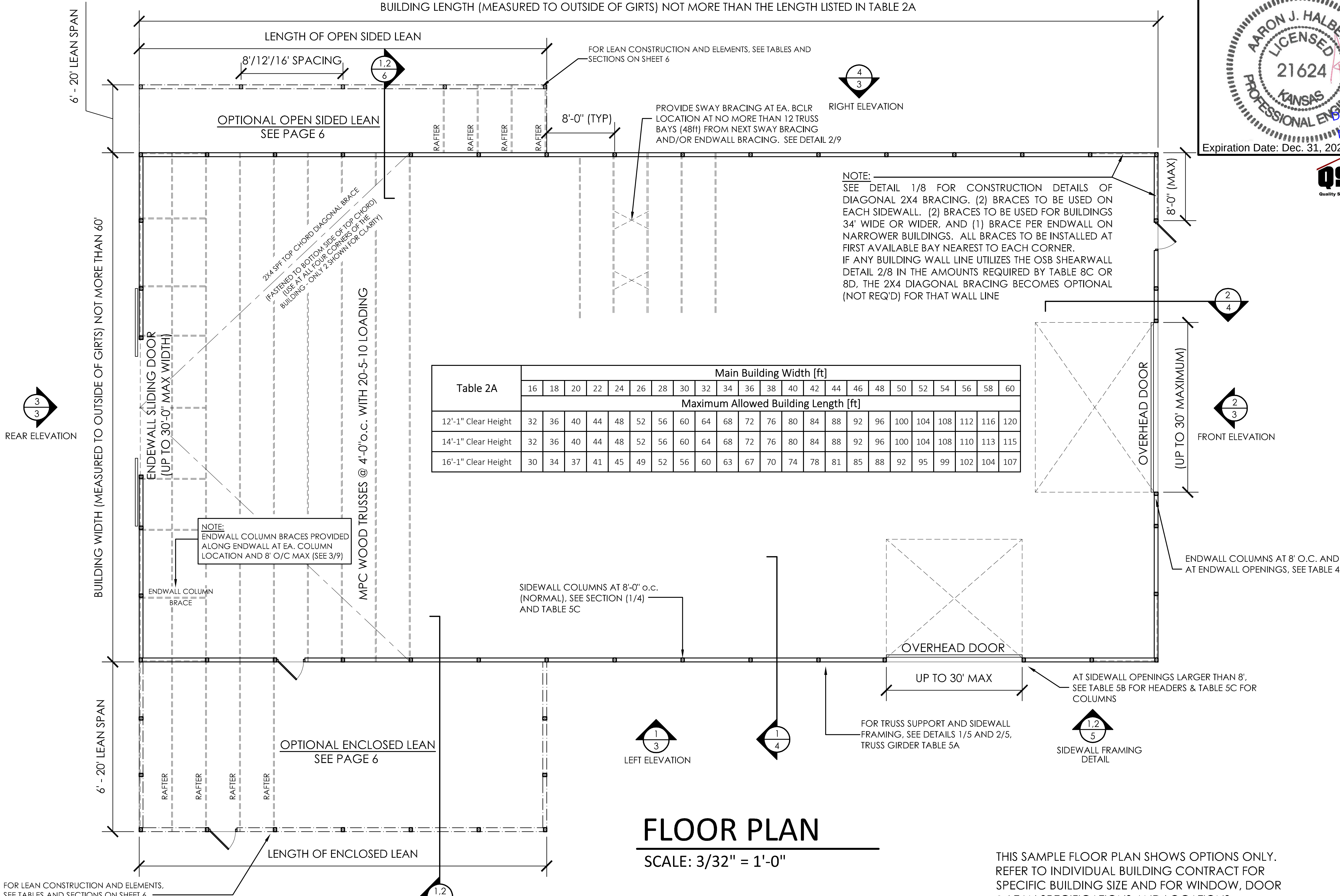


Table 2A	Main Building Width [ft]																						
	16	18	20	22	24	26	28	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60
	Maximum Allowed Building Length [ft]																						
12'-1" Clear Height	32	36	40	44	48	52	56	60	64	68	72	76	80	84	88	92	96	100	104	108	112	116	120
14'-1" Clear Height	32	36	40	44	48	52	56	60	64	68	72	76	80	84	88	92	96	100	104	108	110	113	115
16'-1" Clear Height	30	34	37	41	45	49	52	56	60	63	67	70	74	78	81	85	88	92	95	99	102	104	107

FLOOR PLAN

SCALE: 3/32" = 1'-0"

THIS SAMPLE FLOOR PLAN SHOWS OPTIONS ONLY. REFER TO INDIVIDUAL BUILDING CONTRACT FOR SPECIFIC BUILDING SIZE AND FOR WINDOW, DOOR & LEAN SPECIFICATIONS AND LOCATIONS

Engineer's seal excludes architectural services. No Construction Phase services are included

AARON J. HALBERG LICENSED 21624 KANSAS PROFESSIONAL ENGINEER

December 06, 2023

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Expiration Date: Dec. 31, 2024

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LEGAL USE, LIMITATIONS, & EXPIRATION OF THE PLANS

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DRAWING VERSION: C v2.1.2 DECEMBER 6, 2023

DRAFTING BY: Brian Van Lanen

ENGINEERING BY: Aaron Halberg, P.E.

STANDARD BUILDING DRAWINGS

SHEET

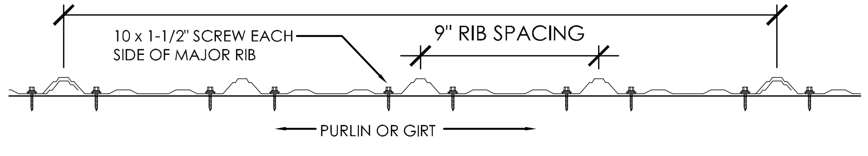
C2

Engineer's seal excludes architectural services.
No Construction Phase services are included

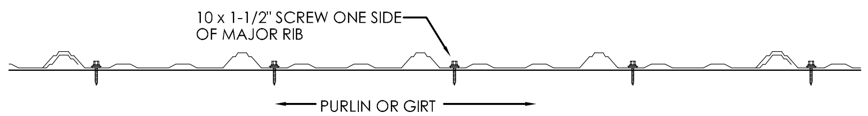
AARON J. HALBERG
LICENSED
21624
KANSAS
PROFESSIONAL ENGINEER
December 06, 2023
December 06, 2023

Expiration Date: Dec. 31, 2024

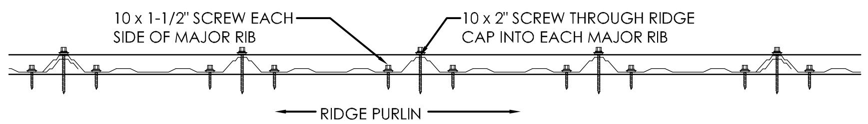
Drawings only valid if sealed and signed by Aaron J. Halberg, P.E.



STEEL AT EACH END OF EACH PANEL (INCLUDES WAINSCOT, IF PRESENT)



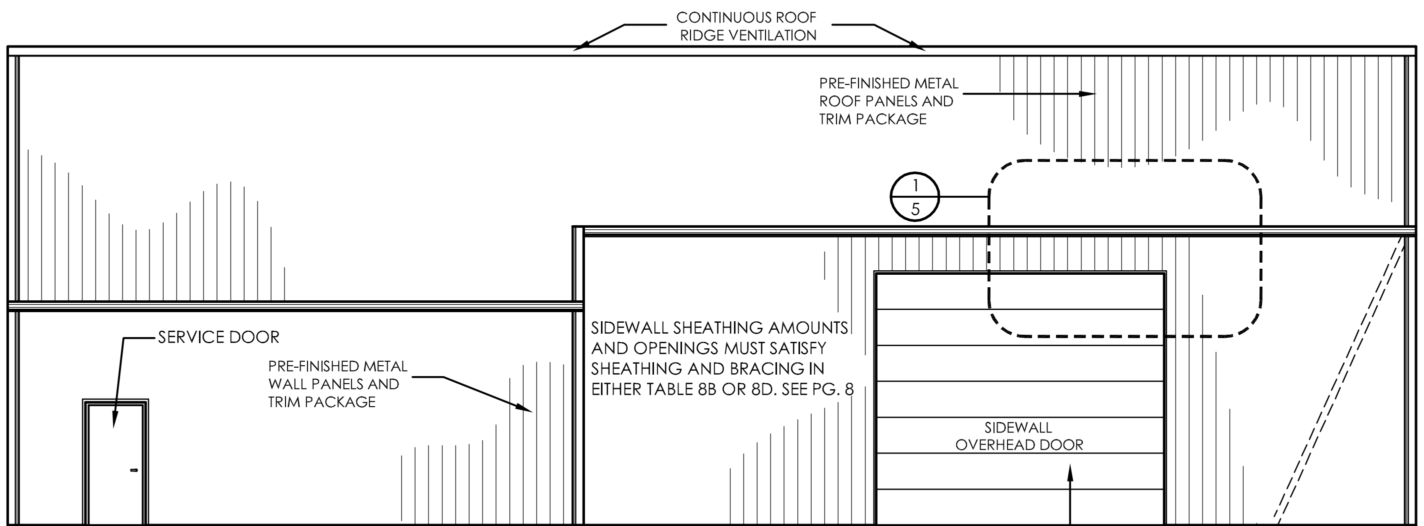
STEEL TO EACH INTERMEDIATE GIRT OR PURLIN



TOP OF ROOF STEEL AT RIDGE

Acceptable Building Dimensions and Features, Plan Set C v2.1._	
Summary Description	Typical Post Frame Buildings in Brackets
Foundation Type	Posts in Brackets
Building Width	16' to 60'
Building Length	See Table on Floor Plan
Clear Height	Up to 16'-1"
Lean Options	Open or Enclosed, up to 20' wide
Overhang Options	0" to 24" on sidewalls and/or endwalls
Foundation Design	Posts installed on Concrete Foundation.

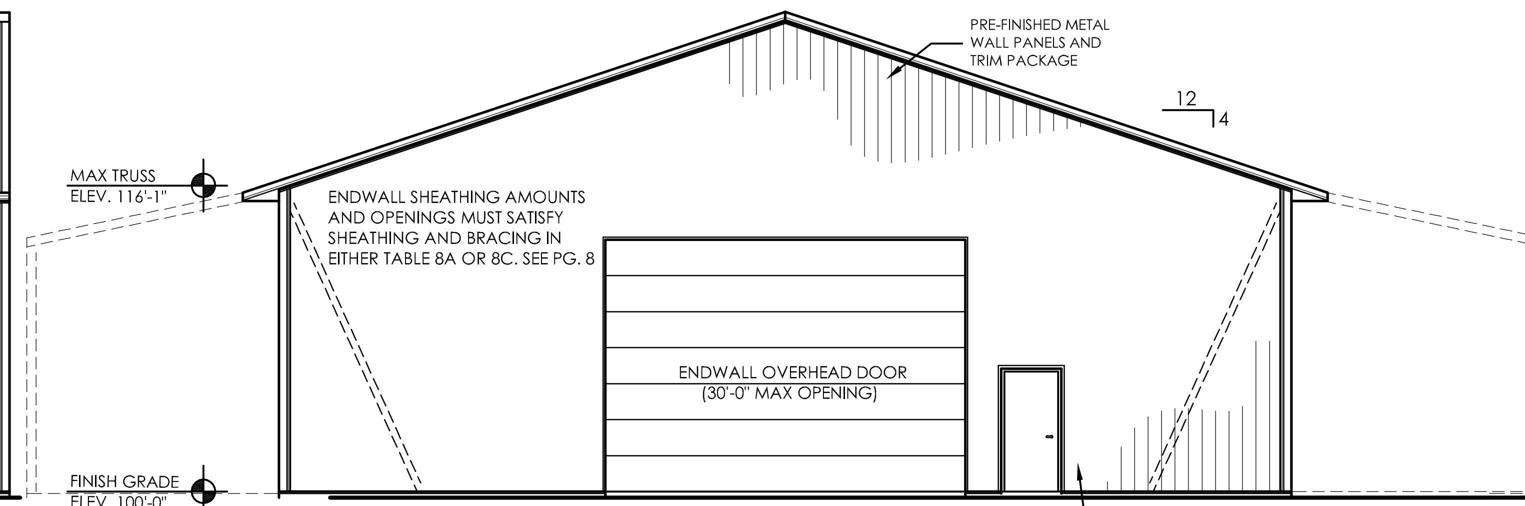
THESE SAMPLE ELEVATIONS TO SHOW OPTIONS ONLY. REFER TO INDIVIDUAL BUILDING CONTRACT FOR SPECIFIC BUILDING SIZE AND FOR WINDOW, DOOR & LEAN SPECIFICATIONS AND LOCATIONS



LEFT ELEVATION 1/3

SCALE: 3/32" = 1'-0"

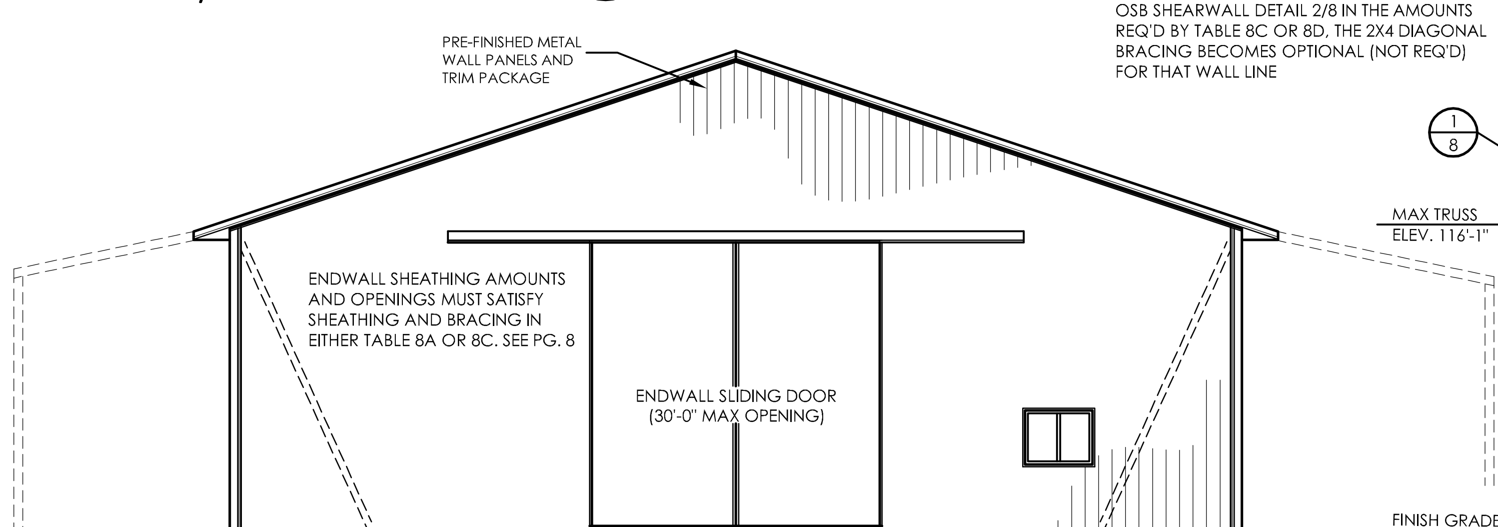
FOR CONSTRUCTION AT SIDEWALL OPENINGS, SEE TABLES 5B AND 5C FOR HEADER AND COLUMN SIZES.



FRONT ELEVATION 2/3

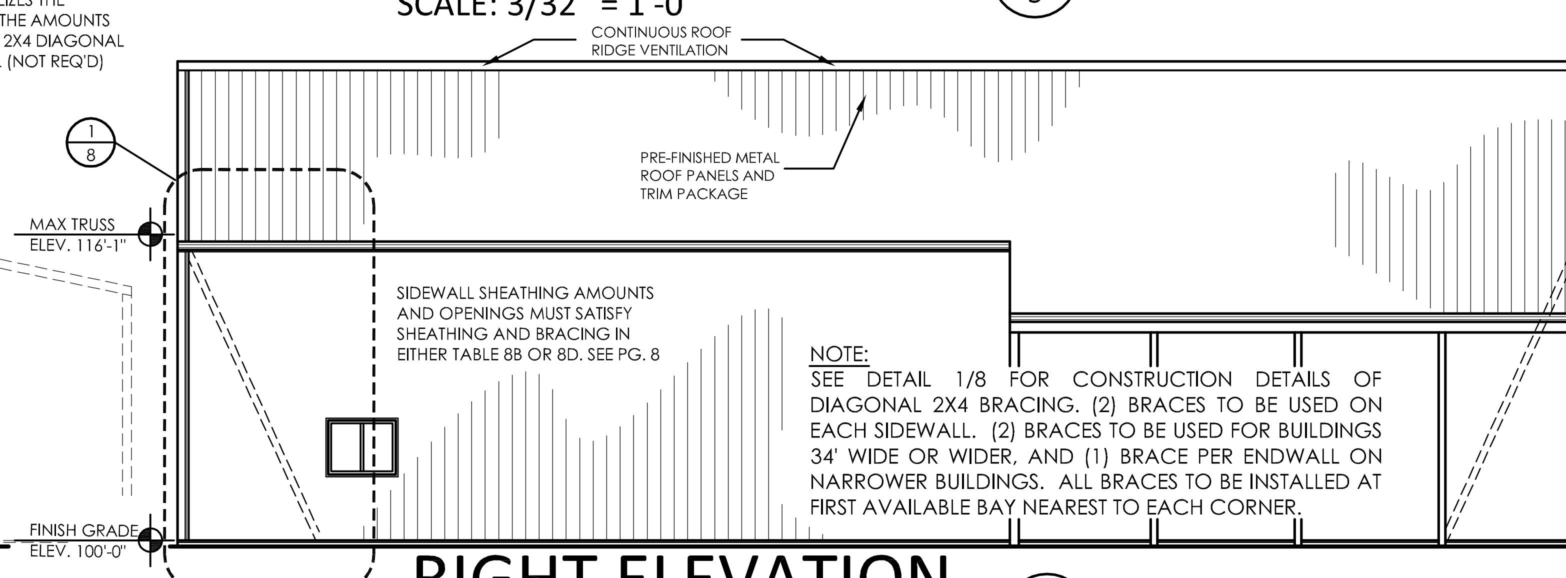
SCALE: 3/32" = 1'-0"

NOTE:
IF ANY BUILDING WALL LINE UTILIZES THE OSB SHEARWALL DETAIL 2/8 IN THE AMOUNTS REQ'D BY TABLE 8C OR 8D, THE 2X4 DIAGONAL BRACING BECOMES OPTIONAL (NOT REQ'D) FOR THAT WALL LINE



REAR ELEVATION 3/3

SCALE: 3/32" = 1'-0"



NOTE:
SEE DETAIL 1/8 FOR CONSTRUCTION DETAILS OF DIAGONAL 2X4 BRACING. (2) BRACES TO BE USED ON EACH SIDEWALL. (2) BRACES TO BE USED FOR BUILDINGS 34' WIDE OR WIDER, AND (1) BRACE PER ENDWALL ON NARROWER BUILDINGS. ALL BRACES TO BE INSTALLED AT FIRST AVAILABLE BAY NEAREST TO EACH CORNER.

RIGHT ELEVATION 4/3

SCALE: 3/32" = 1'-0"

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DRAWING VERSION:
C v2.1.2 DECEMBER 6, 2023

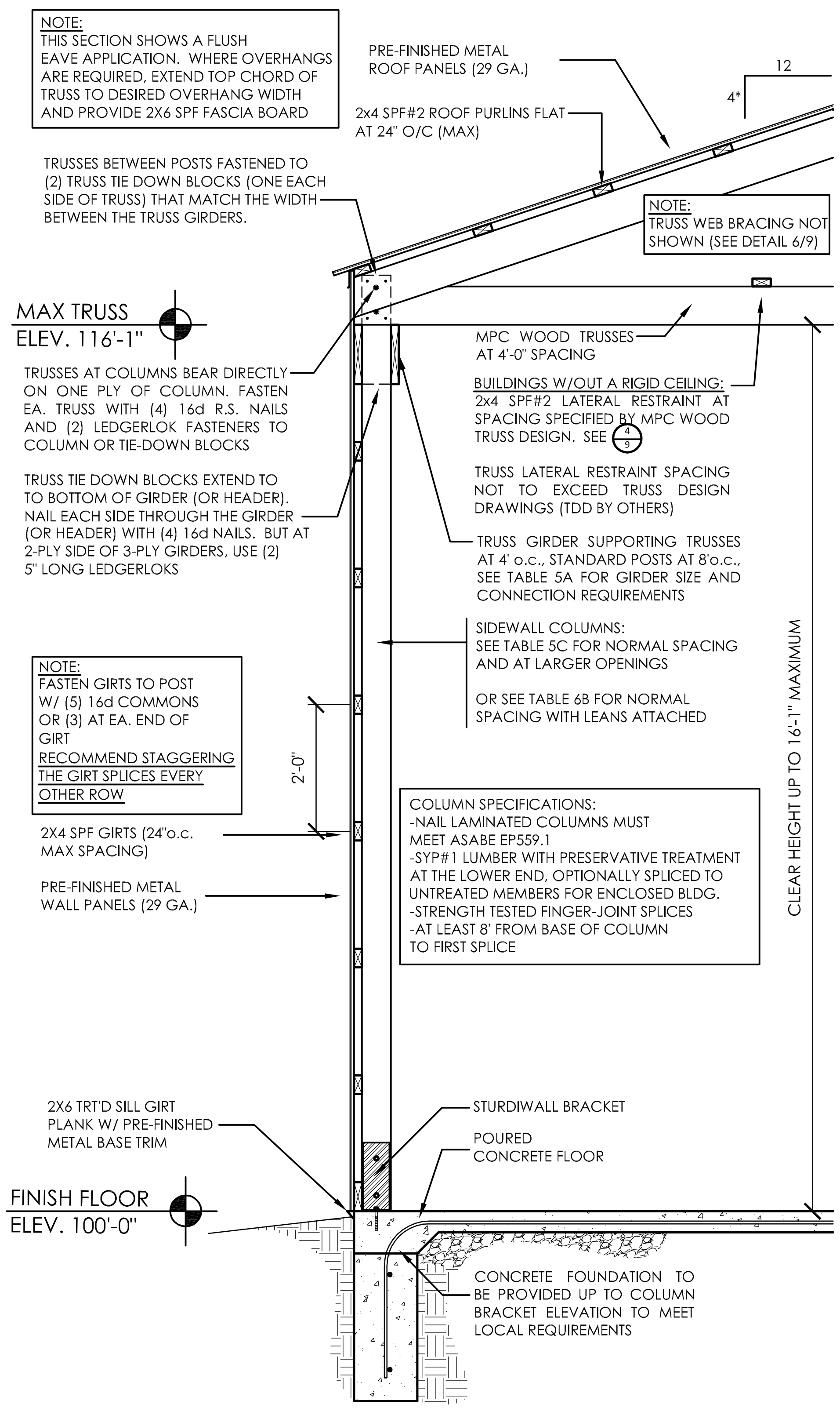
DRAFTING BY:
Brian Van Lanen

ENGINEERING BY:
Aaron Halberg, P.E.

STANDARD BUILDING DRAWINGS

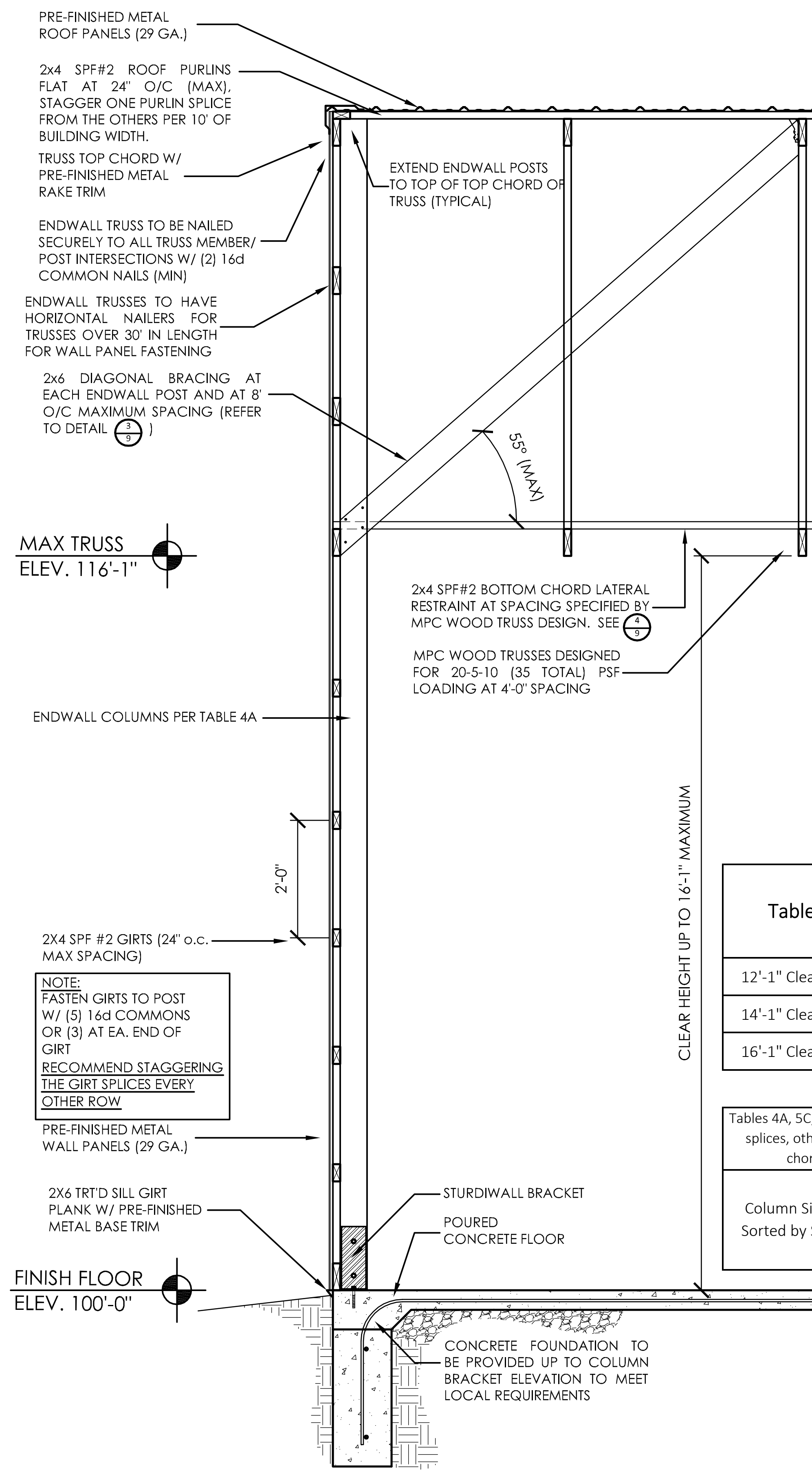
SHEET

C3



SIDEWALL SECTION 1/4

SCALE: 3/8" = 1'-0"



ENDWALL SECTION 2/4

SCALE: 3/8" = 1'-0"

Table 4A	Endwall Column Sizes (minimum)											
	Normal	At Larger Endwall Openings: Overhead Doors or Sliding Doors with Width [ft]:										
	8	10	12	14	16	18	20	22	24	26	28	30
12'-1" Clear Height	*36*	36	36	36	36	46	46	46	46	46	46	38*
14'-1" Clear Height	*36*	36	46	46	46	46	38*	38*	56	56	48	48
16'-1" Clear Height	*46*	46	38*	38*	56	56	48	48	48	48	58	58

Tables 4A, 5C, and 6B: Columns must meet ASABE EP559.1 w/SYP#1 Lumber & Strength Tested Finger-Joint splices. Columns 16' and less have no splices, others are 8' to first splice. Endwall columns assumed to be longer than 16' for all building heights (because they extend to truss top chord). It is permitted to use a stronger column than listed in the table by moving to the right in the strength sorted list below.

Column Size Key / Sorted by Strength

36 — 3Ply2x6	46 — 4P2x6	56 — 5P2x6 (but not 3P2x8); 38* — 5P26 & 3P28 both work; 38 — 3P2x8 (but not 5P2x6)	48 — 4P-2x8	58 — 5P-2x8

<< weakest — strongest >>

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No Construction Phase services are included

AARON J. HALBERG LICENSED 21624 KANSAS PROFESSIONAL ENGINEER

December 06, 2023
December 06, 2023

Expiration Date: Dec. 31, 2024

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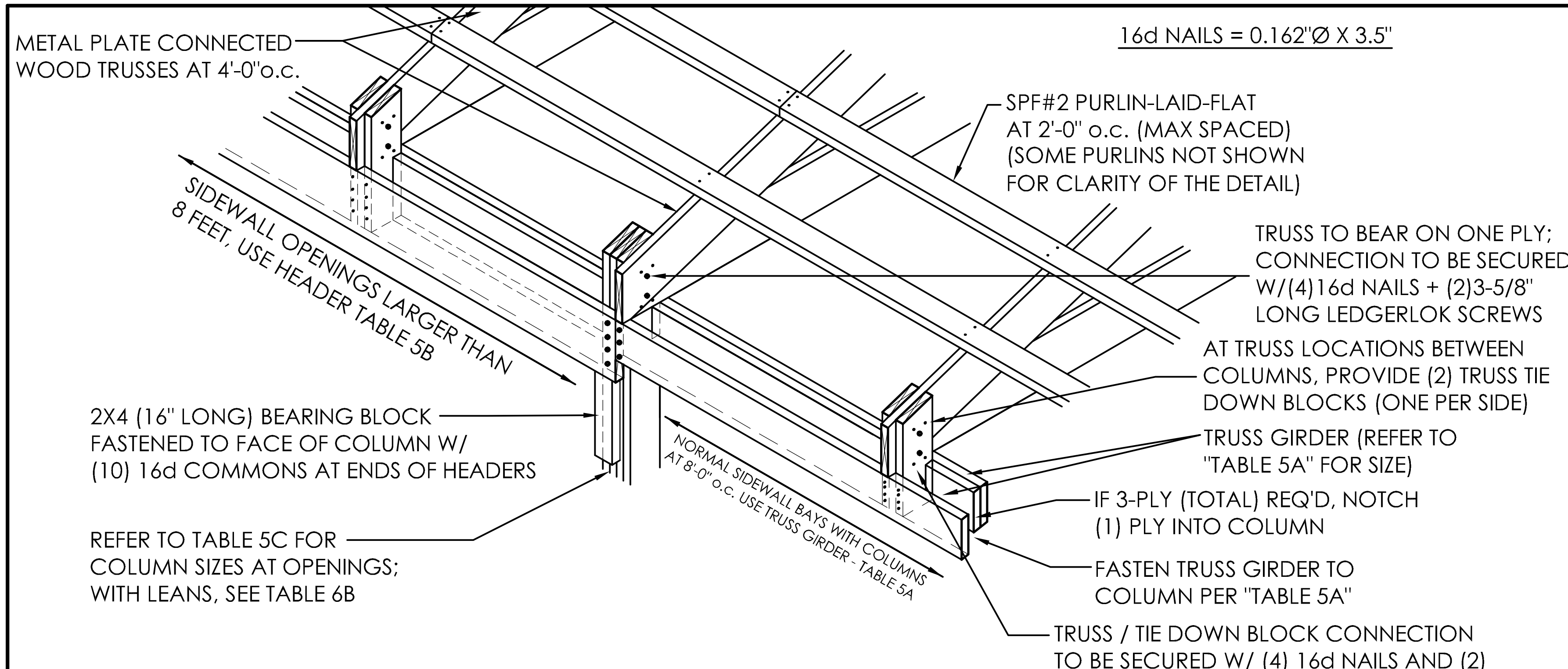
ENGINEERING BY:
Aaron Halberg, P.E.

STANDARD BUILDING DRAWINGS

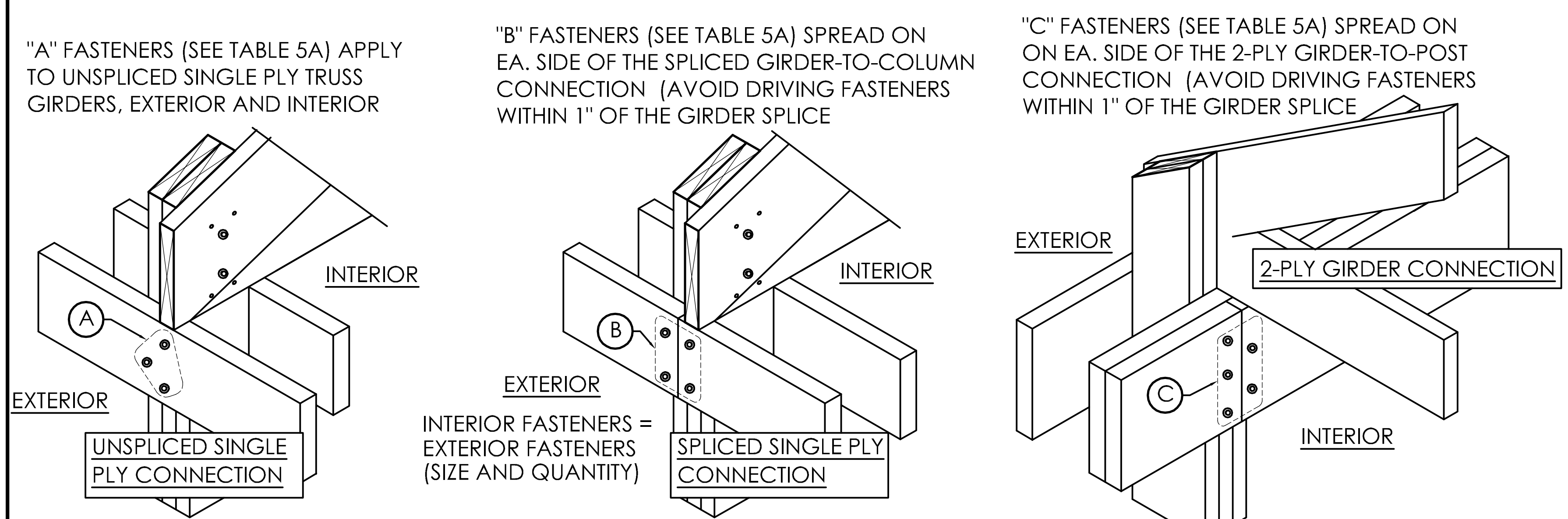
SHEET
C4

16d NAILS = 0.162"Ø X 3.5"



ISOMETRIC WALL FRAMING DETAIL (1/5)

SCALE: NONE



NOTE:
EACH PLY OF THE 2-PLY INTERIOR GIRDER TO BE SPLICED AT DIFFERENT COLUMNS

GIRDER ATTACHMENT (2/5)

SCALE: NONE

Table 5A	Truss Girder for Typical Situations						
	Building Width						
	16'-18'	20'-26'	28'-36'	38'-40'	42'-52'	54'-56'	58'-60'
Truss Girder Material (Hem Fir #2 or Better)	2Ply 2x8	2Ply 2x10	2Ply 2x12	2Ply 2x12	3Ply 2x10	3Ply 2x12	3Ply 2x12
A. LL358 Fasteners at Each Post when Girder is not spliced	(3) LL358	(3) LL358	(4) LL358	(5) LL358	(4) LL358	(4) LL358	(5) LL358
B. LL358 Fasteners at Each Post when Girder is spliced	(4) LL358	(4) LL358	(4) LL358	(6) LL358	(4) LL358	(4) LL358	(6) LL358
C. LL005 (5") LedgerLok Fasteners through 2Ply side of 3Ply Headers					(4) LL005	(5) LL005	(5) LL005

Table 5B		Headers at Sidewall Openings (Wider than 8ft)					
		Building Width					
		16' - 20'	22' - 28'	30' - 36'	38' - 44'	46' - 52'	54' - 60'
Width of Sidewall Opening	9'	2Ply 2x10 (2)	2Ply 2x12 (3)	3Ply 2x12 (3)	3Ply 2x12 (3)	2Ply 9.5 (5)	2Ply 11.875 (6)
	10'	2Ply 2x12 (3)	3Ply 2x10 (2)	3Ply 2x12 (3)	2Ply 9.5 (5)	2Ply 9.5 (5)	2Ply 11.875 (6)
	12'	3Ply 2x10 (2)	3Ply 2x12 (3)	2Ply 9.5 (4)	2Ply 9.5 (5)	2Ply 11.875 (6)	2Ply 11.875 (7)
	14'	2Ply 9.5 (3)	2Ply 9.5 (4)	2Ply 11.875 (5)	2Ply 11.875 (6)	2Ply 14 (7)	2Ply 14 (8)
	16'	2Ply 9.5 (3)	2Ply 11.875 (4)	2Ply 11.875 (5)	2Ply 14 (6)	2Ply 14 (7)	2Ply 16 (8)
	18'	2Ply 11.875 (4)	2Ply 11.875 (5)	2Ply 14 (6)	2Ply 16 (7)	2Ply 16 (8)	2Ply 18 (9)
	20'	2Ply 11.875 (4)	2Ply 14 (5)	2Ply 16 (6)	2Ply 16 (7)	2Ply 18 (9)	2Ply 24 (10)
	24'	2Ply 14 (5)	2Ply 16 (6)	2Ply 18 (7)	2Ply 24 (9)	2Ply 24 (10)	2Ply 24 (11)
	30'	2Ply 18 (5)	2Ply 24 (7)	2Ply 24 (9)	3Ply 24 (7 / 5)	3Ply 24 (8 / 5)	3Ply 24 (9 / 6)

Shaded header solutions are Hem Fir #2 or better	Headers in unshaded areas are multi-ply LVL's, 1.75 / 2.0E-3100F_b

Material is multi-ply LVL's 1.75" thick with 2.0E-3100Fb. (#) = LedgerLOK Fasteners at end of each header into posts: 3-5/8" Long (LL358) for single ply, 5" LedgerLOK (LL005) when securing the inside 2 plies of 3Ply Header solutions (see drawing). If two numbers are listed in after a header option, the first is for the header ply on the OUTSIDE of the building and the second is for the header ply (or plies) on the INSIDE of the building. All header support connections assume 2x4 shoulder on the outside and 2x6 shoulder on the inside of the post at each end of the header, attached to posts w/16d Common (0.162"ø x 3.5" long) Nails at 8" o/c all the way down the post (interrupted for girts where req'd). Header solutions allow deflection up to L/240 where L is the width of the sidewall opening. For slider doors, this deflection criteria may not be adequate.

Table 5C		Sidewall Columns without Leans at 8ft spacing and for Doors over 8ft																						
		Main Building Width [ft]																						
		16	18	20	22	24	26	28	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60
12'-1" Height	8ft Spacing	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36
	9'-16' Doors	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36
	18' Doors	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	46	46	46	46
	20' Doors	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	46	46	46	46	46	46	46
	24' Doors	36	36	36	36	36	36	36	36	36	36	36	46	46	46	46	46	46	46	46	46	46	46	46
	30' Doors	36	36	36	36	36	36	46	46	46	46	46	46	46	46	46	46	46	38*	38*	38*	38*	38*	38*
14'-1" Height	8ft Spacing	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36
	9' Doors	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36
	10' Doors	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	46
	12' Doors	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	46	46	46	46	46
	14' Doors	36	36	36	36	36	36	36	36	36	36	36	36	36	36	46	46	46	46	46	46	46	46	46
	16' Doors	36	36	36	36	36	36	36	36	36	36	36	46	46	46	46	46	46	46	46	46	46	46	46
	18' Doors	36	36	36	36	36	36	36	36	46	46	46	46	46	46	46	46	46	46	46	46	38*	38*	38*
	20' Doors	36	36	36	36	36	46	46	46	46	46	46	46	46	46	46	46	46	38*	38*	38*	38*	38*	38*
	24' Doors	46	46	46	46	46	46	46	46	46	46	46	46	38*	38*	38*	38*	38*	38*	38*	38*	38*	38	38
	30' Doors	46	46	46	46	46	46	38*	38*	38*	38*	38*	38*	38*	38*	38	38	38	38	38	48	48	48	48
16'-1" Height	8ft Spacing	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	38*	38*
	9' Doors	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	38*	38*	38*	38*	38*
	10' Doors	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	38*	38*	38*	38*	38*	38*	38*	38*
	12' Doors	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38
	14' Doors	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38	38	38	38	38	48
	16' Doors	56	56	56	56	56	56	56	56	56	56	56	56	56	48	48	48	48	48	48	48	48	48	48
	18'/20' Doors	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48
	24' Doors	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	58	58	58	58
	30' Doors	58	58	58	58	58	58	58	58	58	58	58	58	58	58	58	58	58	58	58	58	58	58	58

Tables 4A, 5C, and 6B: Columns must meet ASABE EP559.1 w/SYP#1 Lumber & Strength Tested Finger-Joint splices. Columns 16' and less have no splices, others are 8' to first splice. Endwall columns assumed to be longer than 16' for all building heights (because they extend to truss top chord). It is permitted to use a stronger column than listed in the table by moving to the right in the strength sorted list below.

Column Size Key / Sorted by Strength

<< weakest					strongest >>
36 3Ply2x6	46 4P2x6	56 5P2x6 (but not 3P2x8)	48 4P-2x8	58 5P-2x8	
		38* 5P26 & 3P28 both work			
		38 3P2x8 (but not 5P2x6)			

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AARON J. HALBERG LICENSED 21624 KANSAS PROFESSIONAL ENGINEER

December 06, 2023

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ENGINEERING BY:
Aaron Halberg, P.E.

STANDARD BUILDING DRAWINGS
SHEET
C5

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Column Size Key / Sorted by Strength					
			56 5P2x6 (but not 3P2x8)		
36 3Ply2x6	46 4P2x6		38* 5P26 & 3P28 both work	48 4P-2x8	58 5P-2x8
<< weakest			38 3P2x8 (but not 5P2x6)		strongest >>

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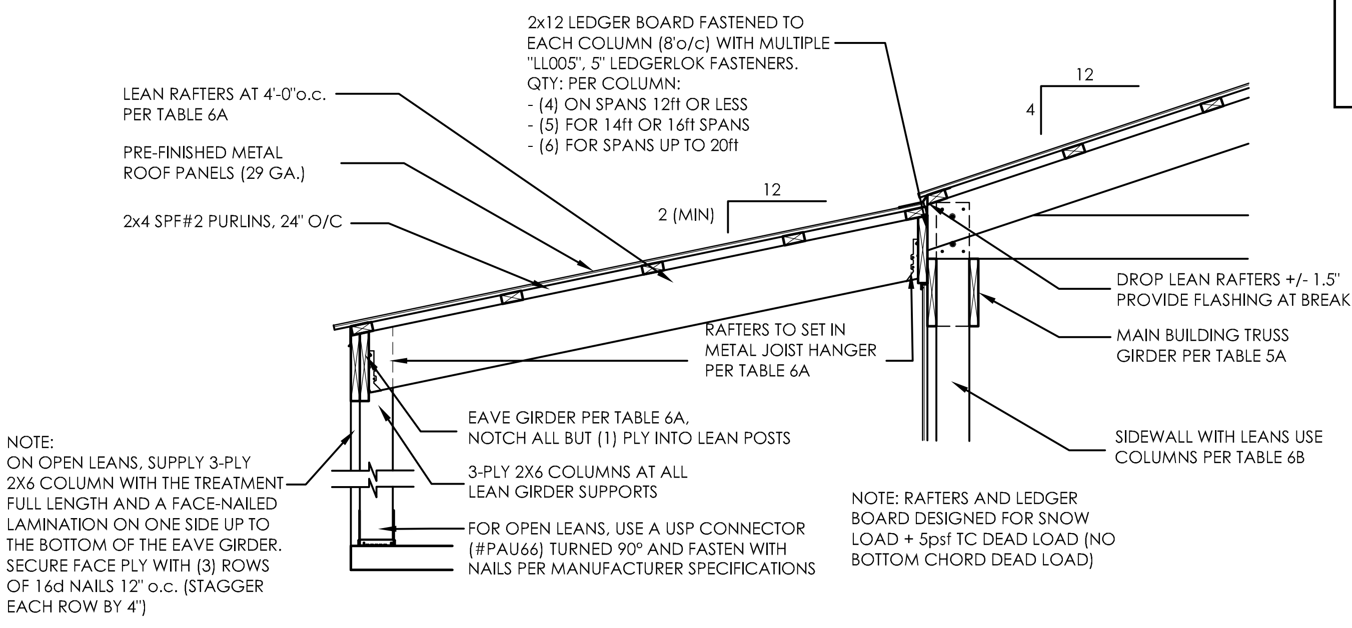


LEAN-TO W/ FLUSH EAVE

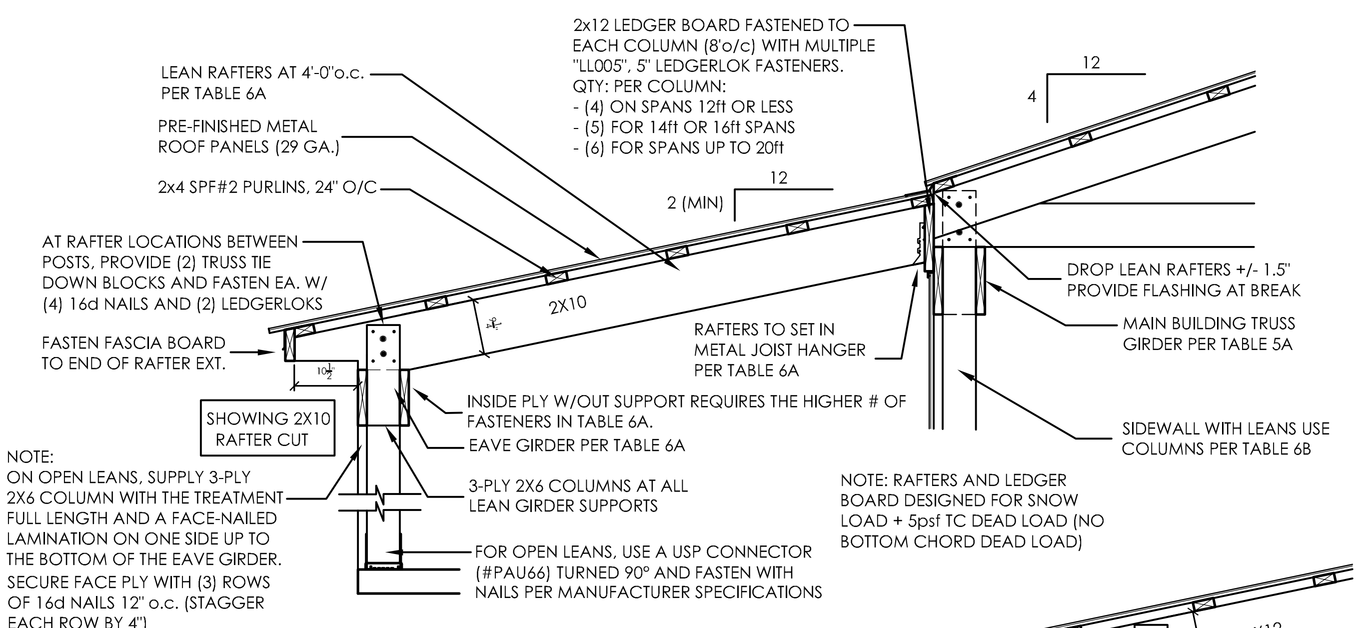
1
6

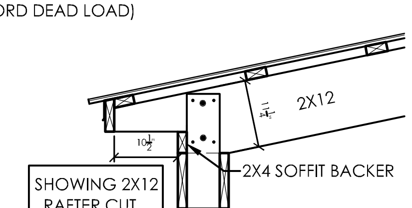
SCALE: 3/8" = 1'-0"

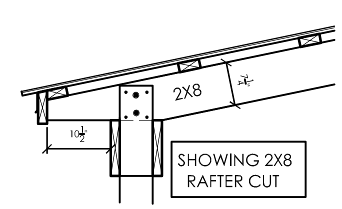
Table 6A	Lean Roof Construction Requirements				
	Lean Rafter and Hangers		Rafter Support Girders and Fasteners to Lean Posts		
Lean Width (ft)	Rafter	Simpson Hanger	8' Lean Post Spacing	12' Lean Post Spacing	16' Lean Post Spacing
6	1Ply 2x8 HF#2	LSSH15-TZ	Dbl. 2x8 HF#2 (2/3)	Dbl. 2x8 HF#2 (3/4)	Dbl. 2x10 HF#2 (3/4)
8	1Ply 2x8 HF#2	LSSH15-TZ	Dbl. 2x8 HF#2 (2/3)	Dbl. 2x8 HF#2 (3/4)	Dbl. 2x12 HF#2 (3/4)
10	1Ply 2x10 HF#2	LSSH210-TZ	Dbl. 2x10 HF#2 (3/4)	Dbl. 2x10 HF#2 (3/4)	2Ply 9.5 LVL (4/5)
12	1Ply 2x12 HF#2	LSSH31-TZ	Dbl. 2x12 HF#2 (3/4)	Dbl. 2x12 HF#2 (4/5)	2Ply 9.5 LVL (5/7)[1]
14	2Ply 2x10 HF#2	LSSH31-TZ	Dbl. 2x10 HF#2 (3/4)	Dbl. 2x10 HF#2 (4/5)	2Ply 9.5 LVL (5/7)
16	2Ply 2x10 HF#2	LSSH31-TZ	Dbl. 2x10 HF#2 (4/5)	Dbl. 2x12 HF#2 (5/7)	2Ply 9.5 LVL (6/8)
18	2Ply 2x12 HF#2	LSSH31-TZ	Dbl. 2x12 HF#2 (4/5)	Dbl. 2x12 HF#2 (5/7)	2Ply 9.5 LVL (6/8)[1]
20	1Ply 11-7/8" LVL	LSSH179-TZ	Dbl. 2x12 HF#2 (4/5)	2Ply 9.5 LVL (6/8)[1]	2Ply 9.5 LVL (7/9)[1]

(#/#) after girder indicates LedgerLok qty for each girder to post connection. 1st # applies to girders with direct bearing, 2nd # applies to girders at open leans where inside girder ply may not have direct bearing. Use 5" LedgerLok Screws when fastening through 2plies at once, otherwise 3-5/8"

[1] - For Flush Eave applications, increase these girders to 2Ply 11.88 LVL to avoid Rafters deeper than their supporting Girders.







LEAN-TO W/ 12" OVERHANG

2
6

SCALE: 3/8" = 1'-0"

Table 6B		Main Building Sidewall Columns at 8' o/c with Lean Attached																						
		Main Building Width [ft]																						
Main Bldg Height	Lean Span	16	18	20	22	24	26	28	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60
12'-1"	6 ft - 20 ft	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36
14'-1"	6 ft - 12 ft	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36
	14 ft	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	46
	16 ft	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	46	46
	18 ft	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	46	46	46
	20 ft	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	46	46	46	46
16'-1"	6 ft	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	38*	38*	38*
	8 ft	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	38*	38*	38*	38*
	10 ft	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	38*	38*	38*	38*	38*
	12 ft	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	38*	38*	38*	38*	38*	38*
	14 ft	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	38*	38*	38*	38*	38*	38*	38*
	16 ft	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	38*	38*	38*	38*	38*	38*	38*	38*
	18 ft	46	46	46	46	46	46	46	46	46	46	46	46	46	46	38*	38*	38*	38*	38*	38*	38*	38*	38*
	20 ft	46	46	46	46	46	46	46	46	46	46	46	46	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*	38*

LEGAL USE, LIMITATIONS, & EXPIRATION OF THE PLANS

SPECIALIZING IN COMPLETE POST FRAME BUILDINGS
www.qualitystructures.com
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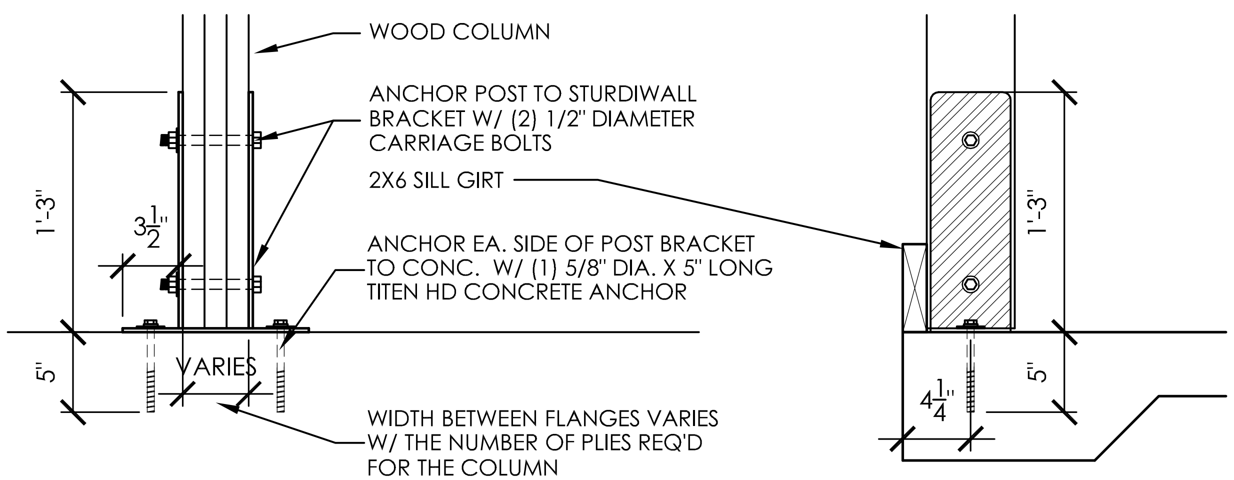
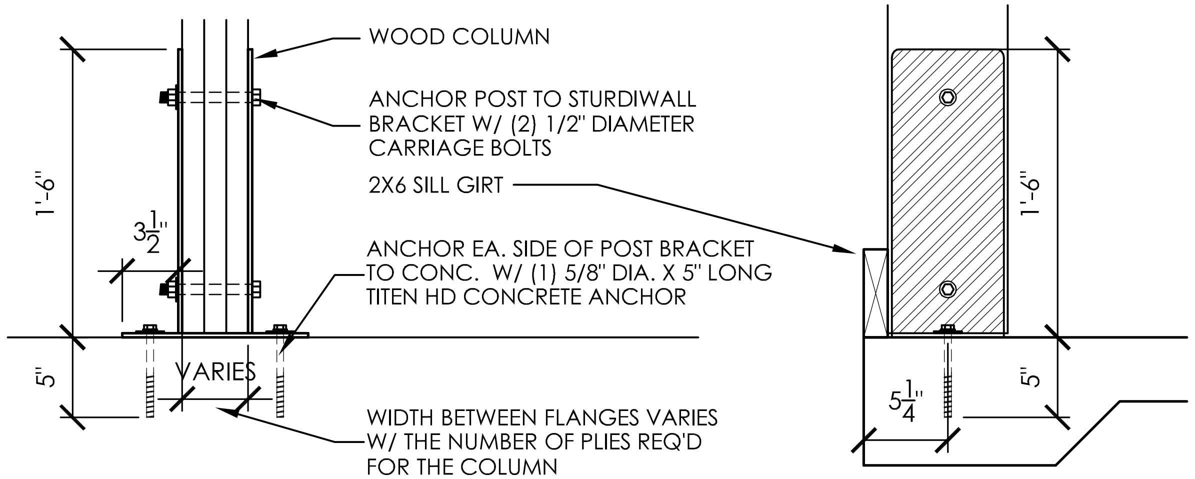
Post Frame Engineering Design and Analysis by:
HALBERG ENGINEERING LLC
Specialists in Post Frame Engineering

DRAWING VERSION: C v2.1.2 DECEMBER 6, 2023
DRAFTING BY: Brian Van Lanen
ENGINEERING BY: Aaron Halberg, P.E.
STANDARD BUILDING DRAWINGS
SHEET
C6



SW6 SERIES STURDIWALL DETAILS (1/7)

SCALE: 1" = 1'-0"

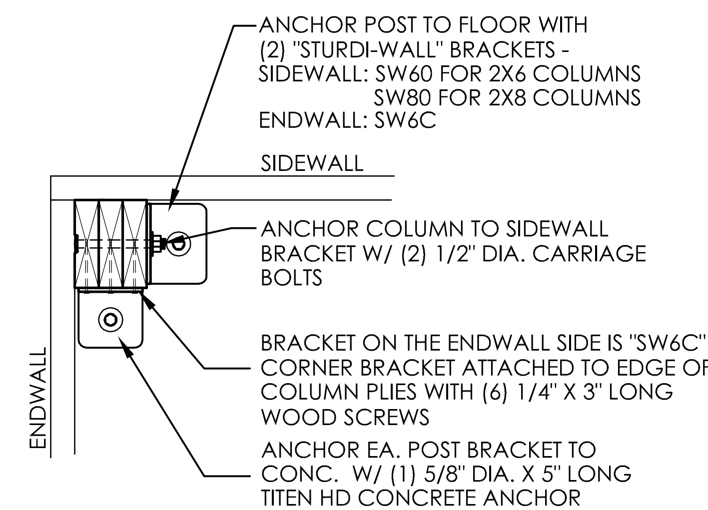


SW8 SERIES STURDIWALL DETAILS (2/7)

SCALE: 1" = 1'-0"

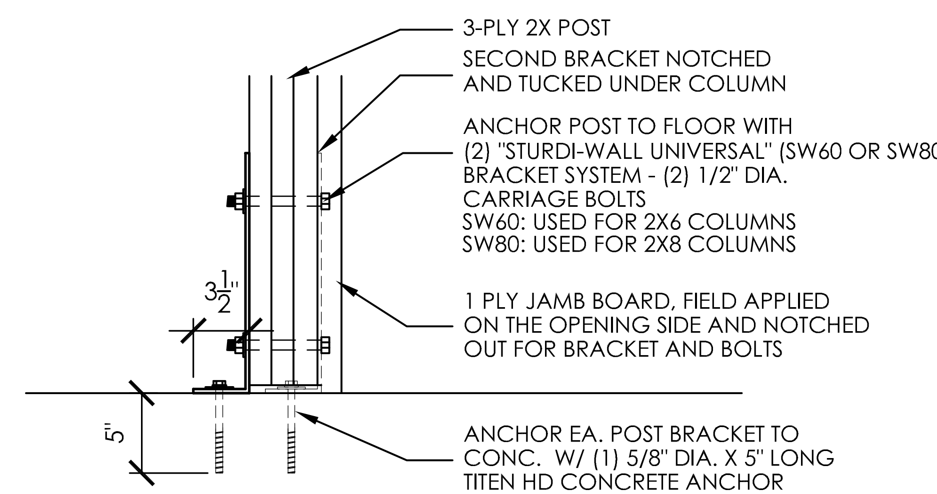
Table 7A	Column Bracket Products and Details by Size and Use			
	Normal Locations	At Corners	Next to Door Opening	Open Lean
Installation Detail	Details (1/7) & (2/7)	Detail (3/7)	Detail (4/7)	Sections (1/6) & (2/6)
3Ply 2x6	SW63	SW60 & SW6C	(2) SW60	PAU66 (Nail Option)
4Ply 2x6	SW64	SW60 & SW6C	(2) SW60	
3Ply 2x8	SW83	SW80 & SW6C	(2) SW80	
4Ply 2x8	SW84	SW80 & SW6C	(2) SW80	
5Ply 2x8	SW85	SW80 & SW6C	(2) SW80	
6Ply 2x8	(2) SW80	SW80 & SW6C	(2) SW80	

All Bracket Products listed are available from PermaColumn, except PAU66 base which is from USP Connectors



COLUMN ATTACHMENT AT CORNERS (3/7)

SCALE: 1" = 1'-0"



COLUMN ATTACHMENT AT DOOR JAMBS (4/7)

SCALE: 1" = 1'-0"

Engineer's seal excludes architectural services.
No Construction Phase services are included

AARON J. HALBERG
LICENSED
21624
KANSAS
PROFESSIONAL ENGINEER

December 06, 2023

Expiration Date: Dec. 31, 2024

Drawings only valid if sealed and signed by Aaron J. Halberg, P.E.

QSI Quality Structures

LEGAL USE, LIMITATIONS, & EXPIRATION OF THE PLANS
THE BUILDING SYSTEM DESIGNED AND REFLECTED IN THIS SET OF PLANS IS INTENDED TO BE RE-USED FOR MULTIPLE BUILDING APPLICATIONS WHEN CONSTRUCTED BY QUALITY STRUCTURES LLC, IN ACCORDANCE WITH THEIR CONSTRUCTION STANDARDS, AND WITHIN THE LIMITATIONS AND ASSUMPTIONS IN THESE DRAWINGS. BECAUSE THE DESIGN IS NOT INTENDED TO REPRESENT EVERY POSSIBLE DESIGN CONSIDERATION THAT MAY COME UP, A SET OF PROJECT-SPECIFIC DRAWINGS MAY BE NEEDED TO ENSURE THAT THE INTENT OF THE BUILDING IS CORRECTLY APPLIED TO ANY GIVEN SITUATION. SINCE DESIGN STANDARDS AND ENGINEERING KNOWLEDGE ARE ONLY CURRENT FOR A TIME, THIS SET OF PLANS IS NOT VALID FOR ANY PROJECT WHICH COMMENCES AFTER THE EXPIRATION DATE SHOWN. ALSO, IT IS ONLY VALID FOR PROJECTS SOLD AND CONSTRUCTED BY QUALITY STRUCTURES LLC.

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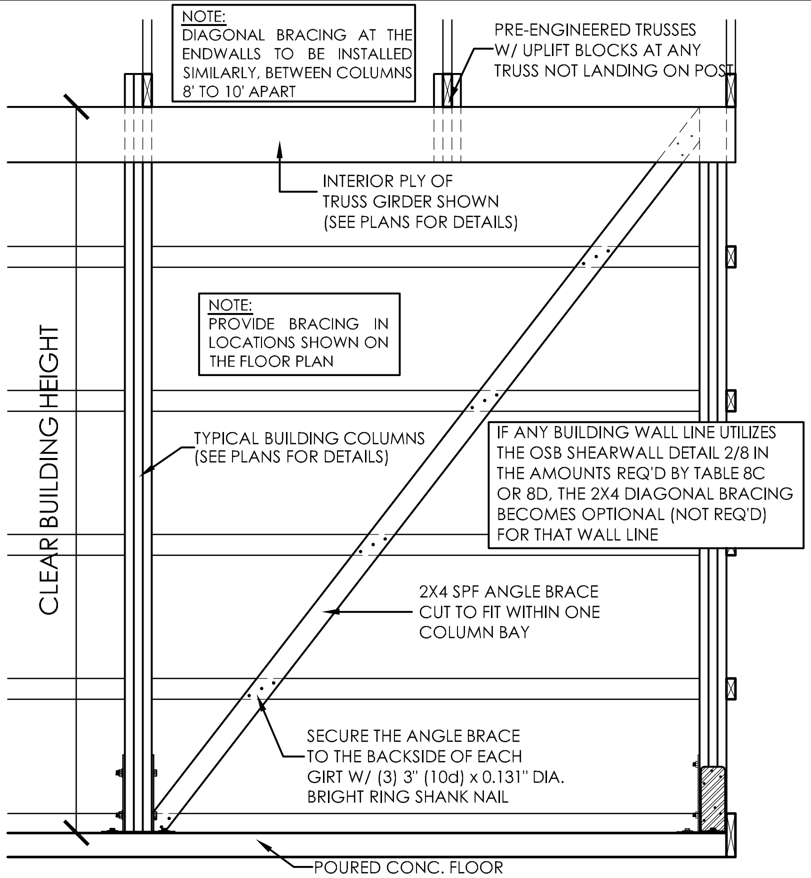
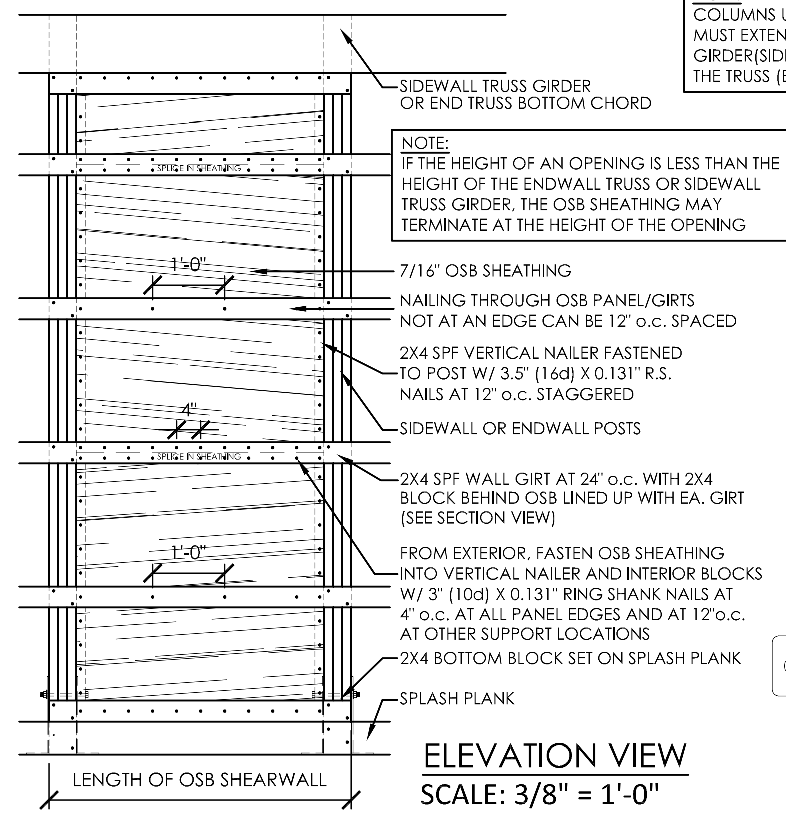
STANDARD BUILDING DRAWINGS
SHEET
C7



CORNER BRACE DETAIL

SCALE: 3/8" = 1'-0"

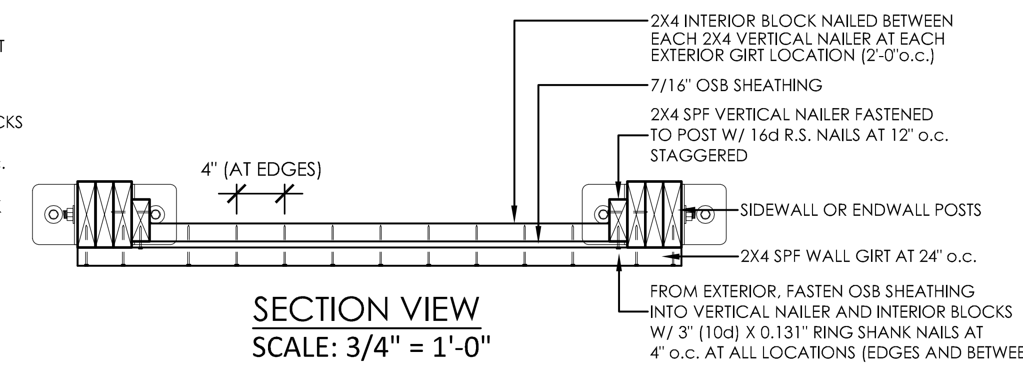
1
8



ELEVATION VIEW

SCALE: 3/8" = 1'-0"

IF ANY BUILDING WALL LINE UTILIZES THE OSB SHEARWALL DETAIL 2/8 IN THE AMOUNTS REQ'D BY TABLE 8C OR 8D, THE 2X4 DIAGONAL BRACING BECOMES OPTIONAL (NOT REQ'D) FOR THAT WALL LINE



SECTION VIEW

SCALE: 3/4" = 1'-0"

OSB SHEARWALL DETAIL

2
8

STEEL PANELS

SHEARWALL REQUIREMENTS FOR ENDWALLS

Table 8A Steel Panels at Endwalls	Lineal Feet of Full Height Steel in Endwalls[1] (unless using OSB Option in 8C)																						
	Main Building Width [ft]																						
	Feet of Steel with (1) Corner Brace						Feet of Steel with (2) Corner Braces																
	16	18	20	22	24	26	28	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60
12'-1" Clear Height	8'-0"	8'-0"	8'-0"	8'-0"	8'-0"	8'-0"	16'-0"	16'-0"	16'-0"	16'-0"	16'-0"	16'-0"	16'-0"	16'-0"	16'-0"	16'-0"	16'-0"	16'-0"	16'-0"	16'-0"	16'-0"	16'-0"	16'-5"
14'-1" Clear Height	8'-0"	8'-0"	8'-0"	8'-0"	8'-0"	9'-1"	16'-0"	16'-0"	16'-0"	16'-0"	16'-0"	16'-0"	16'-0"	16'-0"	16'-0"	16'-0"	16'-6"	19'-1"	21'-9"	24'-5"	27'-2"	30'-0"	32'-11"
16'-1" Clear Height	8'-0"	8'-0"	9'-5"	11'-7"	13'-9"	15'-11"	16'-0"	16'-0"	16'-0"	16'-0"	16'-0"	17'-6"	19'-9"	21'-11"	24'-2"	26'-5"	28'-8"	30'-11"	33'-2"	35'-5"	38'-0"	41'-0"	44'-0"

Notes: 1 - Assumes that at least one 8' to 10' bay will be provided with a diagonal brace installed as shown in the detail on this page for buildings up to 26' Building Widths. Larger building spans require (2) bays with a diagonal brace in order to use this table. If the required number of diagonal braces and the required Lineal Feet of endwall steel shown in the table above can't both be provided, that endwall must use the OSB Shearwall detail as shown in the amount required in Table 8C.

SHEARWALL REQUIREMENTS FOR SIDEWALLS

Table 8B Steel Panels at Sidewalls	Lineal Feet of Full Height Steel in Sidewalls[2] (unless using OSB Option in 8D)
	Applies to All Building Sizes for Typical Set C
12'-1" Clear Height	16'-0"
14'-1" Clear Height	16'-0"
16'-1" Clear Height	18'-2"

2 - Assumes that a minimum of two 8' bays (16') of steel will be provided in each sidewall, each bay with a diagonal brace installed as shown in the detail on this page. If this isn't possible in a sidewall, that sidewall must use the OSB Shearwall detail as shown in the amount required in Table 8D.

OSB OPTION

Table 8C OSB Option at Endwalls	Lineal Feet of OSB in Endwalls[3,4] (option for building endwalls that don't meet Table 8A)																						
	Main Building Width [ft]																						
	16	18	20	22	24	26	28	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60
12'-1" Clear Height	3'-5"	3'-5"	3'-5"	3'-5"	3'-5"	3'-5"	3'-5"	3'-5"	3'-5"	3'-5"	3'-7"	3'-11"	4'-2"	4'-5"	4'-9"	5'-0"	5'-4"	5'-8"	6'-0"	6'-4"	6'-8"	7'-0"	7'-4"
14'-1" Clear Height	4'-0"	4'-0"	4'-0"	4'-0"	4'-0"	4'-0"	4'-0"	4'-0"	4'-0"	4'-0"	4'-3"	4'-6"	4'-9"	5'-0"	5'-3"	5'-6"	5'-10"	6'-2"	6'-6"	6'-11"	7'-3"	7'-7"	8'-0"
16'-1" Clear Height	4'-7"	4'-7"	4'-7"	4'-7"	4'-7"	4'-7"	4'-7"	4'-7"	4'-7"	4'-8"	4'-11"	5'-2"	5'-6"	5'-9"	6'-1"	6'-4"	6'-8"	6'-11"	7'-2"	7'-6"	7'-10"	8'-3"	8'-7"

3 - Using the OSB Shearwall detail for the minimum Lineal Feet shown above can be used for either endwall, but using it on one does not require it to be used on the other. Each endwall must meet the requirements of one option: steel or OSB.

4 - The Lineal Feet Required can be spread across 1 or more bays, but the aspect ratio (height to width) of each panel must not exceed 3.5:1. The height of the panel can be defined by the tallest opening that the sheathing is next to, even if the sheathing is provided full height. Panel width is defined as shown in Detail 2/8.

Table 8D OSB Option in Sidewalls	Lineal Feet of OSB in Sidewalls[5,6] (as an option for buildings that don't meet Table 8B requirements)
	Applies to All Building Spans for Typical Set C
12'-1" Clear Height	4'-2"
14'-1" Clear Height	4'-8"
16'-1" Clear Height	5'-3"

5 - Using the OSB Shearwall detail for the minimum Lineal Feet shown above can be used on either sidewall, but using it on one wall does not require it to be used on the other. Each sidewall must meet the requirements of one option: steel or OSB.

6 - The Lineal Feet Required can be spread across 1 or more bays, but the aspect ratio (height to width) of each panel must not exceed 3.5:1. Height of OSB panel can match the tallest opening in that wall, even if the steel sheathing is full height. Width as defined in Detail 2/8.

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AARON J. HALBERG
LICENSED
21624
KANSAS
PROFESSIONAL ENGINEER

December 06, 2023

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ENGINEERING BY:
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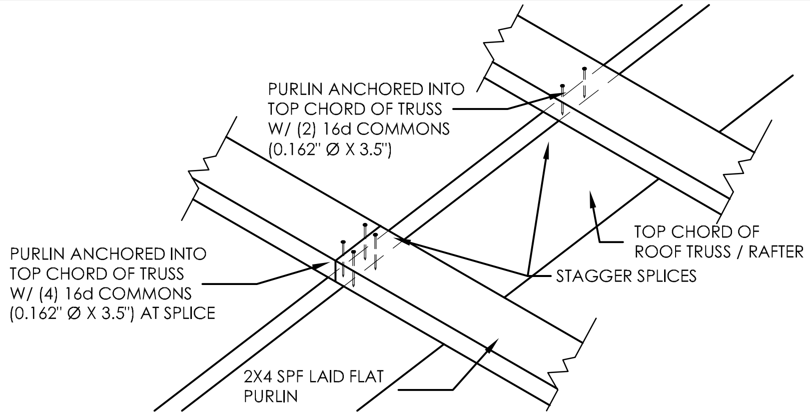
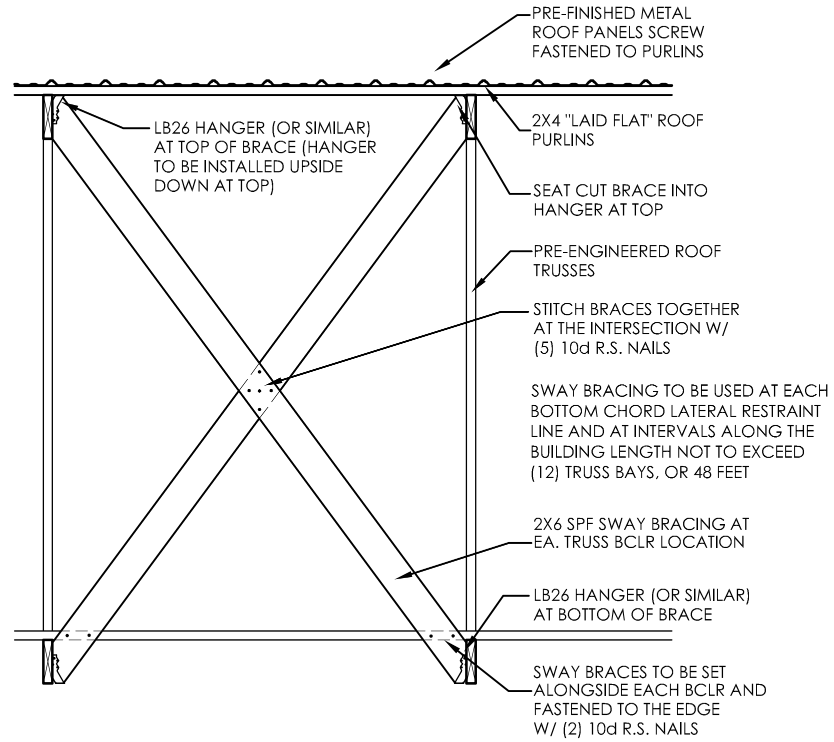
STANDARD BUILDING DRAWINGS

SHEET
C8



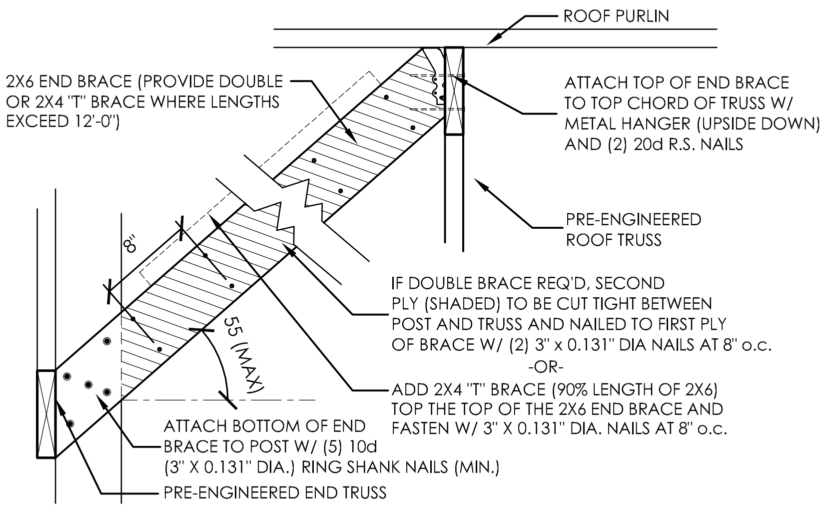
TYP. PURLIN TO TRUSS
NOT TO SCALE

1/9



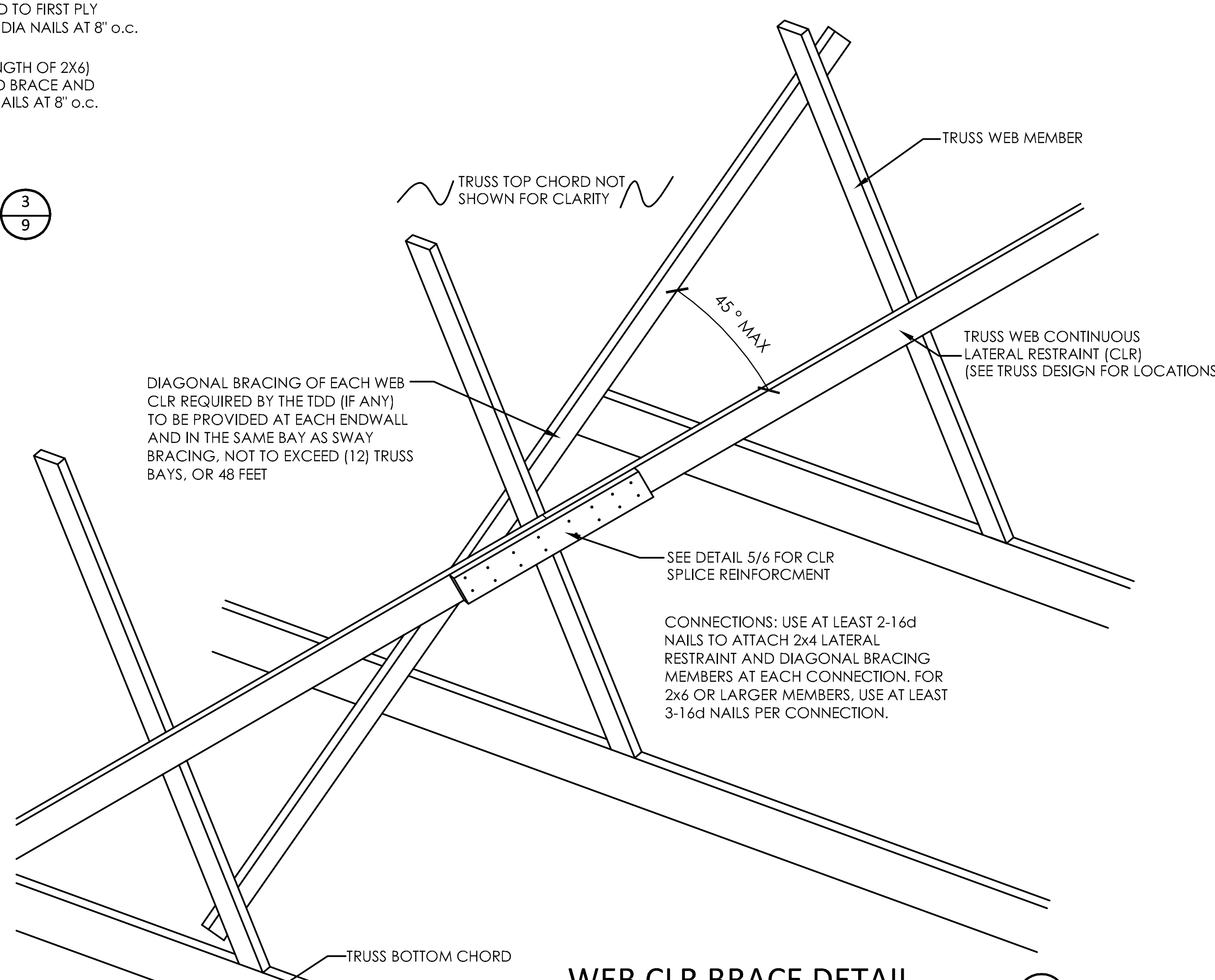
SWAY BRACE DETAIL
SCALE: TO FIT

2/9



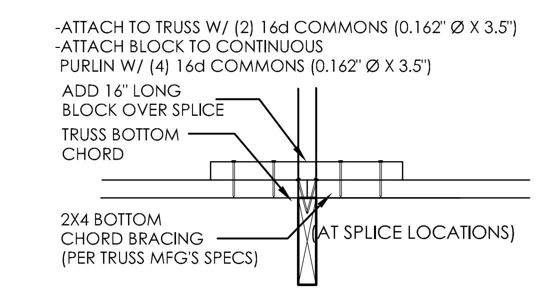
END BRACE DETAIL
SCALE: 3/4" = 1'-0"

3/9



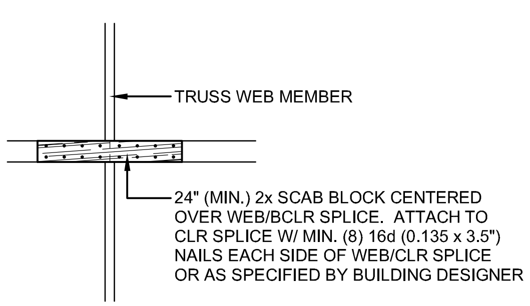
WEB CLR BRACE DETAIL
SCALE: TO FIT

6/9



LATERAL RESTRAINT TO TRUSS
SCALE: 3/4" = 1'-0"

4/9



SPLICE REINFORCEMENT
SCALE: TO FIT

5/9

THIS AREA INTENTIONALLY LEFT BLANK FOR FUTURE USE

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ENGINEERING BY:
Aaron Halberg, P.E.

STANDARD BUILDING DRAWINGS

SHEET
C9

Suicide Prevention Proclamation

Proclamation: Designating September as Suicide Prevention & Awareness Month in Garnett, Kansas

WHEREAS, more than 49,000 people die by suicide each year in the United States; and

WHEREAS, 132 suicides are completed daily and each one directly impacts an estimated 100 additional people, including friends, family, social media connections and neighbors, we can reasonably assume everyone has been affected by suicide;

WHEREAS, early intervention and access to quality care are crucial for preventing suicides and managing mental health conditions;

WHEREAS, Garnett, Kansas publicly places its full support behind those who work in the field of mental health, education, and law enforcement; and

WHEREAS, We encourage all residents to take time to understand mental health through education and recognize that we need to take care of our mental health while we take care of each other.

NOW, THEREFORE, I, Jody Cole, Mayor , do hereby proclaim September 2024 as Suicide Prevention & Awareness Month in Garnett, Kansas

I encourage all residents of Garnett, Kansas to:

- **Educate themselves and others** about mental health conditions, suicide risks, treatment options, and available resources.
- **Challenge stigma** by speaking respectfully and inclusively about mental health.
- **Seek help** if they are struggling with their mental health and encourage others to do the same.
- **Support organizations** that provide mental health services and advocacy.
- **Create safe and supportive environments** for open conversations about mental health.
- Together, we can create a community where everyone feels empowered to prioritize their mental well-being and seek help when needed.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of Garnett, Kansas to be affixed this ____ day of August, 2024.

____

Jody Cole

Mayor

PROCLAMATION

A PROCLAMATION DECLARING SEPTEMBER AS SUICIDE PREVENTION AND AWARENESS MONTH BY THE MAYOR OF THE CITY OF GARNETT, KANSAS.

WHEREAS, more than 49,000 people die by suicide each year in the United States: and

WHEREAS, 132 suicides are completed daily, and each one directly impacts an estimated 100 additional people, including friends, family, social media connections and neighbors, we can reasonably assume everyone has been affected by suicide;

WHEREAS, early intervention and access to quality care are crucial for preventing suicides and managing mental health conditions;

WHEREAS, Garnett, Kansas publicly places its full support behind those who work in the field of mental health, education, and law enforcement; and

WHEREAS, we encourage all residents to take time to understand mental health through education and recognize that we need to take care of our mental health while we take care of each other.

NOW, THEREFORE, I, Jody Cole, Mayor of the City of Garnett, Kansas, do hereby proclaim September as Suicide Prevention and Awareness Month in Garnett, Kansas.

I encourage all residents of Garnett, Kansas to:

- Educate themselves and others about mental health conditions, suicide risks, treatment options, and available resources.
- Challenge stigma by speaking respectfully and inclusively about mental health.
- Seek help if they are struggling with their mental health and encourage others to do the same.
- Support organizations that provide mental health services and advocacy.
- Create safe and supportive environments for open conversations about mental health.
- Together, we can create a community where everyone feels empowered to prioritize their mental well-being and seek help when needed.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of Garnett, Kansas to be affixed this ____ day of August, 2024.

____
Jody Cole, Mayor

Attest:

____
Patricia Brewer, City Clerk

PROCLAMATION

A PROCLAMATION DECLARING SEPTEMBER 8th THROUGH 14th 2024 AS DIRECT SUPPORT PROFESSIONALS WEEK IN THE CITY OF GARNETT, KANSAS.

WHEREAS, direct support professionals, direct care workers, and in-home support workers are primary providers of publicly-funded, long-term support and services for individuals with disabilities; and

WHEREAS, direct support professionals must build close, respectful, and trusted relationships with the individuals they help to support; and

WHEREAS, direct support professionals help those with disabilities participate more fully in their communities and remain connected to family and friends; and

WHEREAS, direct support professionals provide a broad range of individualized support to help enable individuals to live meaningful and productive lives; and

WHEREAS, direct support professionals play an important role in supporting individuals with disabilities to avoid more costly institutional care; and

WHEREAS, Garnett residents are encouraged to recognize and celebrate the contributions of direct support professionals who help strengthen our communities by fostering greater inclusion for persons with disabilities;

NOW, THEREFORE, I, Jody Cole, Mayor of Garnett, in Kansas, do hereby proclaim the week of September 8th through 14th to be Direct Support Professionals Week in the City of Garnett, Kansas in recognition of the hard work and dedication of Direct Support Professions.

Signed this ____ Day of __________________, 2024.

____

Jody Cole, Mayor

Attest:

____

Patricia Brewer, City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
REVENUES	GENERAL	BOOTH, SUSAN	BOOTH, SUSAN	80.00
			TOTAL:	80.00
GOVERNMENT ADMINISTRAT	GENERAL	FRONT ROW SPORTS	HATS (12) CAP (12)	94.50
		GARNETT PUBLISHING, INC.	PUBLICATION BUDGET	275.95
		JONES, BRANDON L	AUGUST DOCKET	1,300.00
		DAZZEE IT SERVICES	DEVICE SECURITY	995.00
		HORSESHOE SPRINGS GARDENS	MULCH 2TON/LABOR MEDIAN	275.00
		PYRAMID FOODS dba COUNTRY MART	FOOD FOR PROF DEVMENT SESS	29.38
		RYAN WALTER DBA	JUNE PEST CONTROL	8.75
			JULY PEST CONTROL	8.75
		STANION WHOLESALE ELECT. CO.	SDSA1175SQD	21.74
			TOTAL:	3,009.07
COMMUNITY DEVELOPMENT	GENERAL	RYAN WALTER DBA	JUNE PEST CONTROL	5.00
			JUNE PEST CONTROL	15.00
			JULY PEST CONTROL	5.00
			JULY PEST CONTROL	15.00
			TOTAL:	40.00
PARKS, RECREATION & CE	GENERAL	BSN SPORTS, LLC	FOOTBALLS	888.85
		D & S SANITATION LLC	SOCCER/CAMPGROUND TOILET	170.00
			SOCCERFIELD/CAMPGROUND	170.00
		HAWKINS, INC.	CRYSTAL CLEAR 68	750.00
		RYTTER HARDWOOD FLOORS	DEPOT/PAINT SUPPLIES/LABOR	6,075.00
		PYRAMID FOODS dba COUNTRY MART	WATER/TAPE/CLEANER	23.76
			WATER	39.90
			FORKS/ERASER (5)	29.59
		RYAN WALTER DBA	JUNE PEST CONTROL	30.00
			JUNE PEST CONTROL	30.00
			JUNE PEST CONTROL	30.00
			JULY PEST CONTROL	30.00
			JULY PEST CONTROL	30.00
			JULY PEST CONTROL	30.00
		STANION WHOLESALE ELECT. CO.	(3) SDSA2040DSQD	239.80
			SDSA1175SQD	21.74
			TOTAL:	8,588.64
STREET & STORMWATER	GENERAL	FRONT ROW SPORTS	HATS (12) CAP (12)	10.50
		WKI EMPORIA KENWORTH	LIGHT OVAL RED (2)	31.88
		SNAP-ON CREDIT LLC	SEPT MONTHLY	46.75
		RYAN WALTER DBA	JUNE PEST CONTROL	15.00
			JULY PEST CONTROL	15.00
		SALAZAR, ROY	REIMB EQUIPBID PURHCASE TO	38.56
		STANION WHOLESALE ELECT. CO.	(3) SDSA2040DSQD	239.80
			SDSA1175SQD	21.74
			TOTAL:	419.23
MUNICIPAL AIRPORT	AIRPORT	RYAN WALTER DBA	JUNE PEST CONTROL	30.00
			JULY PEST CONTROL	30.00
		SCHETTLER, PAT	REIMB STARTER	125.59
			TOTAL:	185.59
LIBRARY	LIBRARY	AMAZON	BOOKS, OFFICE SUPPLY, CLEA	135.26
			BOOKS, OFFICE SUPPLY, CLEA	383.24
		DEMCO, INC.	ROLL LAMINATE (3)	81.08

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		STIFTER, TYLER	JULY MOWING	250.00
		LUTZ, CHARLOTTE	REIMBURSE TRAVEL INNOVATIO	40.20
		HORSESHOE SPRINGS GARDENS	(6) BAG MULCH/LABOR	231.00
		MIDWEST TAPE, LLC	DIGITAL BOOK/MOVIES	607.14
		RYAN WALTER DBA	JUNE PEST CONTROL	30.00
			JULY PEST CONTROL	30.00
		SOUTHEAST KS. LIBRARY SYSTEM	BARCODES	29.90
			TOTAL:	1,817.82
FIRE DEPARTMENT	PUBLIC SAFETY	MFA OIL CO - PETRO CARD 24	POLICE/FIRE FUEL SPLIT	195.25
		RYAN WALTER DBA	JUNE PEST CONTROL	30.00
			JULY PEST CONTROL	30.00
			TOTAL:	255.25
POLICE DEPARTMENT	PUBLIC SAFETY	DIGITAL CONNECTIONS, INC.	POLICE COPIES	18.15
		MFA OIL CO - PETRO CARD 24	POLICE/FIRE FUEL SPLIT	1,213.65
		RYAN WALTER DBA	JUNE PEST CONTROL	15.00
			JULY PEST CONTROL	15.00
		STANION WHOLESALE ELECT. CO.	SDSA1175SQD	21.75
		TFM COMM INC	BATT/FREIGHT	379.02
			TOTAL:	1,662.57
SPECIAL HIGHWAY	SPECIAL HIGHWAY	KILLOUGH CONSTRUCTION INC.	ASPHALT FLOWER SHOP/GUN SH	214,343.10
			TOTAL:	214,343.10
ELECTRIC PRODUCTION	ELECTRIC	BRIGHTSPEED COMMUNICATIONS	ACCESS BILLING	628.06
		RYAN WALTER DBA	JUNE PEST CONTROL	15.00
			JULY PEST CONTROL	15.00
			TOTAL:	658.06
ELECTRIC DISTRIBUTION	ELECTRIC	FRONT ROW SPORTS	HATS (12) CAP (12)	31.50
		GRAINGER	UNIFORM NEW HIRE	48.24
		MID AMERICAN SIGNAL, INC	LIGHTS PARK ROAD	2,792.00
		RYAN WALTER DBA	JUNE PEST CONTROL	7.50
			JULY PEST CONTROL	7.50
		STANION WHOLESALE ELECT. CO.	SDSA1175SQD	21.75
			TOTAL:	2,908.49
GAS	GAS	ENCORE ENERGY SERVICES, INC	JULY FINANCIAL SWAP	22,400.00
		FIDELIS ENERGY GROUP, LLC	GAS PURCHASE	7,982.50
		FRONT ROW SPORTS	HATS (12) CAP (12)	5.25
		SOUTHERN STAR CENTRAL GAS PIPELINE INC	JULY 2024	27,531.69
		RYAN WALTER DBA	JUNE PEST CONTROL	7.50
			JULY PEST CONTROL	7.50
		STANION WHOLESALE ELECT. CO.	SDSA1175SQD	21.74
			TOTAL:	57,956.18
SANITATION	SANITATION	FRONT ROW SPORTS	HATS (12) CAP (12)	42.00
		KEY INDUSTRIES, INC	ANSI CLASS POCKET TSHIRT	74.25
		RYAN WALTER DBA	JUNE PEST CONTROL	7.50
			JULY PEST CONTROL	7.50
		STANION WHOLESALE ELECT. CO.	SDSA1175SQD	21.74
			TOTAL:	152.99
WASTEWATER	WASTEWATER	FRONT ROW SPORTS	HATS (12) CAP (12)	52.50
		STANION WHOLESALE ELECT. CO.	(3) SDSA2040DSQD	239.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		USA BLUEBOOK- HD SUPPLY	ZERO OXYG/FREIGHT	55.82
			(550) DISPOSE PIPET	91.96
			ZERO OXYGEN (2)	56.50-
			TOTAL:	383.58
WATER	WATER	FRONT ROW SPORTS	HATS (12) CAP (12)	15.75
		HAWKINS, INC.	AQUA HAWK/SODIUM HYD/PERM	10,156.83
			FLEXFLO SERIES	345.68
		MCCLURE ENGINEERING	WATER TREATMENT PLANT PER	1,250.00
		RYAN WALTER DBA	JUNE PEST CONTROL	7.50
			JUNE PEST CONTROL	15.00
			JULY PEST CONTROL	7.50
			JULY PEST CONTROL	15.00
		STANION WHOLESALE ELECT. CO.	SDSA1175SQD	21.74
			TOTAL:	11,835.00
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	RYAN WALTER DBA	JUNE PEST CONTROL	1.25
			JULY PEST CONTROL	1.25
			TOTAL:	2.50
PARK PLAZA NORTH	PARK PLAZA NORTH	HECK'S REPAIR & SERVICE	THERMOSTAT	222.65
			TOTAL:	222.65

=============== FUND TOTALS ================

101	GENERAL	12,136.94
102	AIRPORT	185.59
104	LIBRARY	1,817.82
105	PUBLIC SAFETY	1,917.82
106	SPECIAL HIGHWAY	214,343.10
109	ELECTRIC	3,566.55
110	GAS	57,956.18
111	SANITATION	152.99
112	WASTEWATER	383.58
113	WATER	11,835.00
114	ECONOMIC DEVELOPMENT	2.50
117	PARK PLAZA NORTH	222.65
	GRAND TOTAL:	304,520.72

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT		AMOUNT_
AMAZON	BOOKS, OFFICE SUPPLY, CLEA	LIBRARY	LIBRARY		135.26
	BOOKS, OFFICE SUPPLY, CLEA	LIBRARY	LIBRARY		383.24_
				TOTAL:	518.50
BOOTH, SUSAN	BOOTH, SUSAN	GENERAL	REVENUES		80.00_
				TOTAL:	80.00
BRIGHTSPEED COMMUNICATIONS	ACCESS BILLING	ELECTRIC	ELECTRIC PRODUCTION		628.06_
				TOTAL:	628.06
BSN SPORTS, LLC	FOOTBALLS	GENERAL	PARKS, RECREATION & CE		888.85_
				TOTAL:	888.85
D & S SANITATION LLC	SOCCER/CAMPGROUND TOILET	GENERAL	PARKS, RECREATION & CE		170.00
	SOCCERFIELD/CAMPGROUND	GENERAL	PARKS, RECREATION & CE		170.00_
				TOTAL:	340.00
DAZZEE IT SERVICES	DEVICE SECURITY	GENERAL	GOVERNMENT ADMINISTRAT		995.00_
				TOTAL:	995.00
DEMCO, INC.	ROLL LAMINATE (3)	LIBRARY	LIBRARY		81.08_
				TOTAL:	81.08
DIGITAL CONNECTIONS, INC.	POLICE COPIES	PUBLIC SAFETY	POLICE DEPARTMENT		18.15_
				TOTAL:	18.15
ENCORE ENERGY SERVICES, INC	JULY FINANCIAL SWAP	GAS	GAS		22,400.00_
				TOTAL:	22,400.00
FIDELIS ENERGY GROUP, LLC	GAS PURCHASE	GAS	GAS		7,982.50_
				TOTAL:	7,982.50
FRONT ROW SPORTS	HATS (12) CAP (12)	GENERAL	GOVERNMENT ADMINISTRAT		94.50
	HATS (12) CAP (12)	GENERAL	STREET & STORMWATER		10.50
	HATS (12) CAP (12)	ELECTRIC	ELECTRIC DISTRIBUTION		31.50
	HATS (12) CAP (12)	GAS	GAS		5.25
	HATS (12) CAP (12)	SANITATION	SANITATION		42.00
	HATS (12) CAP (12)	WASTEWATER	WASTEWATER		52.50
	HATS (12) CAP (12)	WATER	WATER		15.75_
				TOTAL:	252.00
GARNETT PUBLISHING, INC.	PUBLICATION BUDGET	GENERAL	GOVERNMENT ADMINISTRAT		275.95_
				TOTAL:	275.95
GRAINGER	UNIFORM NEW HIRE	ELECTRIC	ELECTRIC DISTRIBUTION		48.24_
				TOTAL:	48.24
HAWKINS, INC.	CRYSTAL CLEAR 68	GENERAL	PARKS, RECREATION & CE		750.00
	AQUA HAWK/SODIUM HYD/PERM	WATER	WATER		10,156.83
	FLEXFLO SERIES	WATER	WATER		345.68_
				TOTAL:	11,252.51
HECK'S REPAIR & SERVICE	THERMOSTAT	PARK PLAZA NORTH	PARK PLAZA NORTH		222.65_
				TOTAL:	222.65
MIDWEST TAPE, LLC	DIGITAL BOOK/MOVIES	LIBRARY	LIBRARY		607.14

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	607.14
HORSESHOE SPRINGS GARDENS	MULCH 2TON/LABOR MEDIAN	GENERAL	GOVERNMENT ADMINISTRAT	275.00
	(6) BAG MULCH/LABOR	LIBRARY	LIBRARY	231.00
			TOTAL:	506.00
JONES, BRANDON L	AUGUST DOCKET	GENERAL	GOVERNMENT ADMINISTRAT	1,300.00
			TOTAL:	1,300.00
KEY INDUSTRIES, INC	ANSI CLASS POCKET TSHIRT	SANITATION	SANITATION	74.25
			TOTAL:	74.25
KILLOUGH CONSTRUCTION INC.	ASPHALT FLOWER SHOP/GUN SH	SPECIAL HIGHWAY	SPECIAL HIGHWAY	214,343.10
			TOTAL:	214,343.10
LUTZ, CHARLOTTE	REIMBURSE TRAVEL INNOVATIO	LIBRARY	LIBRARY	40.20
			TOTAL:	40.20
MCCLURE ENGINEERING	WATER TREATMENT PLANT PER	WATER	WATER	1,250.00
			TOTAL:	1,250.00
MFA OIL CO - PETRO CARD 24	POLICE/FIRE FUEL SPLIT	PUBLIC SAFETY	FIRE DEPARTMENT	195.25
	POLICE/FIRE FUEL SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	1,213.65
			TOTAL:	1,408.90
MID AMERICAN SIGNAL, INC	LIGHTS PARK ROAD	ELECTRIC	ELECTRIC DISTRIBUTION	2,792.00
			TOTAL:	2,792.00
PYRAMID FOODS dba COUNTRY MART	FOOD FOR PROF DEVMENT SESS	GENERAL	GOVERNMENT ADMINISTRAT	29.38
	WATER/TAPE/CLEANER	GENERAL	PARKS, RECREATION & CE	23.76
	WATER	GENERAL	PARKS, RECREATION & CE	39.90
	FORKS/ERASER (5)	GENERAL	PARKS, RECREATION & CE	29.59
			TOTAL:	122.63
RYAN WALTER DBA	JUNE PEST CONTROL	GENERAL	GOVERNMENT ADMINISTRAT	8.75
	JULY PEST CONTROL	GENERAL	GOVERNMENT ADMINISTRAT	8.75
	JUNE PEST CONTROL	GENERAL	COMMUNITY DEVELOPMENT	5.00
	JUNE PEST CONTROL	GENERAL	COMMUNITY DEVELOPMENT	15.00
	JULY PEST CONTROL	GENERAL	COMMUNITY DEVELOPMENT	5.00
	JULY PEST CONTROL	GENERAL	COMMUNITY DEVELOPMENT	15.00
	JUNE PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	JUNE PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	JUNE PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	JULY PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	JULY PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	JULY PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	JUNE PEST CONTROL	GENERAL	STREET & STORMWATER	15.00
	JULY PEST CONTROL	GENERAL	STREET & STORMWATER	15.00
	JUNE PEST CONTROL	AIRPORT	MUNICIPAL AIRPORT	30.00
	JULY PEST CONTROL	AIRPORT	MUNICIPAL AIRPORT	30.00
	JUNE PEST CONTROL	LIBRARY	LIBRARY	30.00
	JULY PEST CONTROL	LIBRARY	LIBRARY	30.00
	JUNE PEST CONTROL	PUBLIC SAFETY	FIRE DEPARTMENT	30.00
	JULY PEST CONTROL	PUBLIC SAFETY	FIRE DEPARTMENT	30.00
	JUNE PEST CONTROL	PUBLIC SAFETY	POLICE DEPARTMENT	15.00
	JULY PEST CONTROL	PUBLIC SAFETY	POLICE DEPARTMENT	15.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	JUNE PEST CONTROL	ELECTRIC	ELECTRIC PRODUCTION	15.00
	JULY PEST CONTROL	ELECTRIC	ELECTRIC PRODUCTION	15.00
	JUNE PEST CONTROL	ELECTRIC	ELECTRIC DISTRIBUTION	7.50
	JULY PEST CONTROL	ELECTRIC	ELECTRIC DISTRIBUTION	7.50
	JUNE PEST CONTROL	GAS	GAS	7.50
	JULY PEST CONTROL	GAS	GAS	7.50
	JUNE PEST CONTROL	SANITATION	SANITATION	7.50
	JULY PEST CONTROL	SANITATION	SANITATION	7.50
	JUNE PEST CONTROL	WATER	WATER	7.50
	JUNE PEST CONTROL	WATER	WATER	15.00
	JULY PEST CONTROL	WATER	WATER	7.50
	JULY PEST CONTROL	WATER	WATER	15.00
	JUNE PEST CONTROL	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	1.25
	JULY PEST CONTROL	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	1.25
			TOTAL:	600.00
RYTTER HARDWOOD FLOORS	DEPOT/PAINT SUPPLIES/LABOR	GENERAL	PARKS, RECREATION & CE	6,075.00
			TOTAL:	6,075.00
SALAZAR, ROY	REIMB EQUIPBID PURHCASE TO	GENERAL	STREET & STORMWATER	38.56
			TOTAL:	38.56
SCHETTLER, PAT	REIMB STARTER	AIRPORT	MUNICIPAL AIRPORT	125.59
			TOTAL:	125.59
SNAP-ON CREDIT LLC	SEPT MONTHLY	GENERAL	STREET & STORMWATER	46.75
			TOTAL:	46.75
SOUTHEAST KS. LIBRARY SYSTEM	BARCODES	LIBRARY	LIBRARY	29.90
			TOTAL:	29.90
SOUTHERN STAR CENTRAL GAS PIPELINE INC	JULY 2024	GAS	GAS	27,531.69
			TOTAL:	27,531.69
STANION WHOLESALE ELECT. CO.	SDSA1175SQD	GENERAL	GOVERNMENT ADMINISTRAT	21.74
	(3) SDSA2040DSQD	GENERAL	PARKS, RECREATION & CE	239.80
	SDSA1175SQD	GENERAL	PARKS, RECREATION & CE	21.74
	(3) SDSA2040DSQD	GENERAL	STREET & STORMWATER	239.80
	SDSA1175SQD	GENERAL	STREET & STORMWATER	21.74
	SDSA1175SQD	PUBLIC SAFETY	POLICE DEPARTMENT	21.75
	SDSA1175SQD	ELECTRIC	ELECTRIC DISTRIBUTION	21.75
	SDSA1175SQD	GAS	GAS	21.74
	SDSA1175SQD	SANITATION	SANITATION	21.74
	(3) SDSA2040DSQD	WASTEWATER	WASTEWATER	239.80
	SDSA1175SQD	WATER	WATER	21.74
			TOTAL:	893.34
STIFTER, TYLER	JULY MOWING	LIBRARY	LIBRARY	250.00
			TOTAL:	250.00
TFM COMM INC	BATT/FREIGHT	PUBLIC SAFETY	POLICE DEPARTMENT	379.02
			TOTAL:	379.02
USA BLUEBOOK- HD SUPPLY	ZERO OXYG/FREIGHT	WASTEWATER	WASTEWATER	55.82
	(550) DISPOSE PIPET	WASTEWATER	WASTEWATER	91.96
	ZERO OXYGEN (2)	WASTEWATER	WASTEWATER	56.50-

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	91.28
WKI EMPORIA KENWORTH	LIGHT OVAL RED (2)	GENERAL	STREET & STORMWATER	31.88
			TOTAL:	31.88

=============== FUND TOTALS ================

101	GENERAL	12,136.94
102	AIRPORT	185.59
104	LIBRARY	1,817.82
105	PUBLIC SAFETY	1,917.82
106	SPECIAL HIGHWAY	214,343.10
109	ELECTRIC	3,566.55
110	GAS	57,956.18
111	SANITATION	152.99
112	WASTEWATER	383.58
113	WATER	11,835.00
114	ECONOMIC DEVELOPMENT	2.50
117	PARK PLAZA NORTH	222.65
	GRAND TOTAL:	304,520.72

TOTAL PAGES: 4

BILLS:	$304,520.72
PAYROLL:	$121,380.73
TOTAL:	$425,901.45