



City Commission Meeting

AGENDA

August 26, 2025, 6:00 P.M.

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- I. **Call to Order of the Regularly Scheduled City Commission Meeting (6:00 p.m.)**
 - A. Pledge of Allegiance
 - B. Invocation, Scott King, Church of the Nazarene
 - C. Motion to enter the Public Hearing for the 2026 City of Garnett Budget (minimum of 5 minutes)
 - i. Citizens to be Heard
 - ii. Adjournment
 - II. **Citizens to be Heard (Five-Minute Time Limit Per Person)**
 - III. **Governing Body Comments**
 - A. Commissioner Cole
 - B. Commissioner Wiehl
 - C. Mayor Locke
 - a. Suicide Awareness Proclamation
 - IV. **Consent Agenda**
 - A. Approval of Minutes from August 12, 2025, Regular City Commission Meeting.
 - B. Approval of Semi-Monthly Bills and Payroll in the amount of \$198,496.21
 - V. **Regular Business**
 - A. Consideration of appointment of Elizabeth Abraham to the Library Advisory Board.
 - B. Consideration of Airport Improvement Program (AIP) Project No. 3-20-0025-018-2025.
 - C. Consideration of Airport Improvement Program (AIP) Project No. 3-20-0025-019-2025.
 - D. Consideration of the 2026 City of Garnett Budget
 - E. Consideration of Resolution 2025-12: Proposition of levying a one percent (1.0%) sales tax in the City of Garnett.
 - F. Consideration of Resolution 2025-13: Authorizing the preparation and submission of an application to Kansas Housing Resources Corporation (KHRC) for the Kansas Housing Investor Tax Credit (HITC) and Moderate-Income Housing (MIH) Grant.
 - VI. **Staff Updates**
 - A. Economic Development Director/Grant Writer Mills.
 - B. Trash – Week of Christmas
 - C. Camera Installations
 - VII. **Discussion Items**
 - VIII. **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 1 – October 2 from 3:30 p.m. to 6:30 p.m.
 - B. The Concerts in the Park Series, hosted by Morning Mingle, will be held every Thursday in September at Donna Harris Park.
 - C. The 24th Annual Greeley Smokeoff, hosted by Greeley Smokeoff, will be held on September 5-6.
 - D. The Political Forum, hosted by Garnett BPW and Anderson County Farm Bureau, will be held on September 11 at Town Hall Center.
 - E. The Fall City Wide Garage Sale Day, hosted by Garnett Publishing Inc, will be held on September 13.
 - F. The Kincaid Fair, hosted by the Kincaid Fair Board, will be held on September 25-27.
 - G. Cornstock Concert on the Hill, hosted by Anderson County Corn Festival, will be held on September 27.
 - H. The Antique Engine & Tractor Show, hosted by The Anderson County Flywheelers, will be held at Lake Garnett Park on October 3-4.
 - I. The 12th Annual Lake Garnett Grand Prix Revival, hosted by The Lake Garnett Grand Prix Revival, will be held at Lake Garnett, the Airport, and Downtown Square October 10-12.
 - J. The Ultra Races 50/100, hosted by Outlaw 100, will be held on October 25-26.
 - K. Light the Night Trunk-or-Treat, hosted by The First Christian Church, will be held at the First Christian Church at 2nd & Walnut, On October 31.



City Commission Meeting

AGENDA

August 26, 2025, 6:00 P.M.

- IX. **Citizens to be Heard (Five-Minute Time Limit Per Person)**
- X. **Signing of Approved City Documents**
- XI. **Adjournment**

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, Anderson County 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, Mark Locke, Mayor of the City of Garnett, Kansas, do hereby proclaim September 2025 as Suicide Prevention and Awareness Month in Garnett, Anderson County 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.
- Wear the colors of Teal and Purple during the month of September and on World Suicide Prevention Day September 10, 2025 – Wearing teal & purple in September is internationally recognized as a symbol of suicide prevention and a great way for us to come together to show our support.
- 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, Anderson County Kansas to be affixed this ____ day of August 2025.

Mark Locke, Mayor

Attest:

Patricia Brewer, City Clerk



The Governing Body of the City of Garnett met in regular session on August 12, 2025, at 6:00 p.m. with the following individuals present, Mayor, Mark Locke; City Commissioner, Jody Cole; City Manager, Travis Wilson; City Clerk, Trish Brewer; City Attorney, Terry Solander joined at 6:06. Commission Wiehl was absent. Citizens of Garnett.

City Staff present: Donnie Dilley, Darin Wilson, Monica Hill

CALL TO ORDER

Mayor Locke called the meeting to order at 6:00 p.m.

The Pledge of Allegiance was recited.

Invocation, Mayor Mark Locke

CITIZENS TO BE HEARD (FIVE-MINUTE TIME LIMIT PER PERSON)

No citizens to be heard.

GOVERNING BODY COMMENTS

- A. Commissioner Cole** – Thanked the Fair Board for a great Fair.
- B. Commissioner Wiehl** – absent
- C. Mayor Locke** – Stated his opinion on a few items.
 - a. Garnett farmers Market Week Proclamation**
Proclamation given by Mayor Locke

CONSENT AGENDA

- A.** Approval of minutes for July 22, 2025, Regular City Commission Meeting
 - B.** Approval of semi-monthly bills and payroll in the amount of \$419,204.93.
- Mayor Locke motioned to approve the Consent Agenda as presented.
Second by Commissioner Cole. Motion passed (2) AYE (0) NAY

REGULAR BUSINESS

- A. Consideration of 2025 Special Event Request for the Lake Garnett Enduro Club.**
Commissioner Cole motioned to approve the Special Event request for the Lake Garnett Enduro Club.
Second by Mayor Locke. Motion passed (2) AYE (0) NAY
- B. Consideration of KMGA Director**
Mayor Locke motioned to approve Joe Owens as KMGA Director. Second by Commissioner Cole.
Motion passed (2) AYE (0) NAY
- C. Consideration of Resolution 2025-11: Authorizing the filing of an application with KDHE for a Wastewater Loan.**
Commissioner Cole motioned to approve Resolution 2025-11: Authorizing the filing of an application with KDHE for a Wastewater Loan. Second by Mayor Locke. Motion passed (2) AYE (0) NAY

STAFF UPDATES

- A. Water Plant:** Consultant has submitted compliance proposal with KDHE. Meet with KDHE in Topeka on September 3, 2025. City Manager, Wilson and Commissioner Cole to attend.
- B. Trash Cans:** Scheduled for delivery August 25, 2025. Placement for residents will follow.
- C. Depot:** Internet has been installed

DISCUSSION ITEMS

- A. Mauler Engineering:**
Mayor Locke motioned to enter into an agreement with Mauler Engineering for the inspection of building on Oak Street and possible other property. Second by Commissioner Cole. Motion passed (2) AYE (0) NAY

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 1st – October 2nd from 3:30pm to 6:30pm.
- B. "Shooting Star", hosted by the Chambers Players Community Theatre, will be held at the Thelma Moore Playhouse on August 14th-24th.
- C. The Lake Enduro Kart Races, hosted by the Enduro Kart Club, will be held at Lake Garnett August 16th-17th
- D. The 24th Annual Greeley Smokeoff, hosted by Greeley Smokeoff, will be held on September 5th-6th.
- E. The Political Forum, hosted by Garnett BPW and Anderson County Farm Bureau, will be held on September 11th at Town Hall Center.
- F. The Fall City Wide Garage Sales Day, hosted by Garnett Publishing Inc., will be held on September 13th.
- G. The Kincaid Fair, hosted by the Kincaid Fair Board, will be held on September 25th-27th.
- H. Cornstock Concert on the Hill, Host by Anderson County Corn Festival, will be held on September 27th.
- I. The Antique Engine & Tractor Show, hosted by The Anderson County Flywheelers, will be held at Lake Garnett Park on October 3rd-4th.
- J. The 12th Annual Lake Garnett Grand Prix Revival, hosted by the Lake Garnett Grand Prix Revival, will be held at Lake Garnett, the Airport and Downtown Square October 10th-12th.
- K. The Ultra Races 50/100, hosted by Outlaw 100, will be held on October 25th-26th.
- L. Light the Night Trunk-or-Trest, hosted by The First Christian Church, will be held at the First Christian Church at 2nd & Walnut, on October 31st.

CITIZENS TO BE HEARD (FIVE-MINUTE TIME LIMIT PER PERSON)

No citizens to be heard.

SIGNING OF DOCUMENTS APPROVED DURING THE COMMISSION MEETING.

ADJOURNMENT

With no further business before The Governing Body, Mayor Locke made a motion to adjourn the meeting. Commissioner Cole seconded the motion. Motion passed (2) AYE (0) NAY

Meeting adjourned at 6:38 p.m.

Mayor

City Clerk



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. 3-20-0025-018-2025 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 **September 12, 2025.**
5. After you fully execute the Grant Agreement:
 - a. As applicable send a pdf scan or copy of the signed agreement to our office by email because is critical for entering the executed grant into the FAA system;
 - b. Send an original wet-signed copy of the executed agreement to our office via U.S. Mail or other commercial courier;
 - c. Retain one original wet-signed copy of the executed agreement for your records. **See Special Condition #39 for recording land grant requirements;**
 - d. As applicable forward one original wet-signed copy of the executed agreement to your associated State Aviation Official

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. 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.

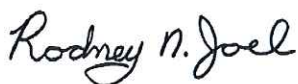
Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for 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 grant program manager and is 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

Director, Central Region Airports Division



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Original

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 20, 2025

Airport/Planning Area Garnett Municipal

AIP Grant Number 3-20-0025-018-2025

Unique Entity Identifier JNJXBWFEFAT1

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 **July 29, 2025**, 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 3(59 acres, Fee Simple), Tract 13 (3.25 acres, Permanent Easement), and Tract 14 (7.38 acres, Permanent Easement) for future runway development and runway approach surface protection, approximately 51%

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 Number (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; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (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-Five (95%) 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 **\$348,178.00.**

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,

\$348,178.00 for land acquisition.

2. **Multi-Year Grants - Letter of Agreement.** The project defined in the Project Grant Application requires a multi-year grant agreement in accordance with 49 U.S.C. § 47108(a). The total United States share of the multi-year project is **\$413,430**, and the project is planned to be funded in Fiscal Years **2025 - 2026**. The conditions of this multi-year Grant include the following, which are in addition to all other terms, conditions, and grant assurances attached to this Grant Agreement:
 - a. The maximum obligation for the current fiscal year stated in Condition No. 1, Maximum Obligation, of this Grant Agreement may be increased in accordance with Condition No. 18, Maximum Obligation Increase, provided the statutory permissions are met. Furthermore, the Sponsor must request eligible and justified additional amounts through a grant amendment, which is separate from the multi-year amendment process prescribed in subsection b. of this condition.
 - b. After an annual appropriations act is enacted funding the AIP and applicable calculations are determined, the FAA will issue a letter to the Sponsor amending the obligated amount for the multi-year Grant; however, such amount shall not exceed the United States' share of the total estimated cost of completion, except as provided in 49 U.S.C. § 47108(b). At such time when the FAA can calculate the funding and incur the obligation, the FAA will establish each fiscal year's maximum obligation in a letter to the Sponsor. The newly obligated amounts for each successive fiscal year will begin a new budget period (See Condition No. 2, Grant Performance). Funding and the associated Federal share for each fiscal year will be subject to the restriction on the use of such apportionments imposed on FAA by existing 49 U.S.C. § 47108 and future appropriations acts, unless otherwise stated in the annual appropriations act or another Act enacted into law.

- c. Under 49 U.S.C. § 47108(a), as amended, and at the Sponsor's request, the FAA commits the United States to obligate an additional amount pursuant to 49 U.S.C. § 47114 and subject to the restrictions on the use of such apportionments imposed on FAA by current or future statute or regulation, including Federal share provided in future appropriations, for this project for each of the following fiscal years:
 - 1. FY-2025 — \$348,178
 - 2. FY-2026 — \$65,252
 - d. The Sponsor and the FAA acknowledge this commitment does not in itself obligate, preclude, nor restrict the FAA in the use of any funds made available for discretionary use to further aid the Sponsor in meeting the cost of this project under the terms of this Grant Agreement and limitations of the law.
3. **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) except as noted in 49 U.S.C § 47142(b).
 - 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 except as stated in 49 U.S.C § 47142(b). 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 Sponsors are 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:

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). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
 - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
 - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
 - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
 - (5) The FAA determines that termination of this agreement is in the public interest.
 - (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
 - (c) The Sponsor may request that the FAA terminate the agreement under this section.
4. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
 5. **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.
 6. **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.
 7. **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.
 8. **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.

9. **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 12, 2025 or such subsequent date as may be prescribed in writing by the FAA.
10. **Improper Use of Federal Funds and Mandatory Disclosure.**
- a. 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.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
11. **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.
12. **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>.
13. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
14. **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.

15. **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.
16. **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.
17. **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.
18. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
19. **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.

20. **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 \$1,000,000 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.

21. **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 (SAM.gov) exclusions 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 it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

22. **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.

23. **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.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
3. *Provisions applicable to a recipient other than a private entity.*

- a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

- a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
- b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
- c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
- d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

- a. "Employee" means either:
 - i. An individual employed by the recipient 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 the recipient 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 requirements.
- b. "Private Entity" means:
 - i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

24. **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.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4712, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **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.
27. **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.
28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its 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.
29. **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, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program 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 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, sex, creed, age, disability, genetic information, in

consideration for federal financial assistance. 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.

30. **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 April 2025. 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 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>
31. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 1473, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:
- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4) and
 - b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.
33. **National Airspace System Requirements**
- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

- b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C. chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
 - c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).
34. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
35. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

36. **Update Accepted 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.
37. **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.
38. **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.

39. **Land Acquisition.** The Sponsor agrees that no payments will be made on the Grant until the Sponsor 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.
40. **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.
41. **Usable Unit of Development.** The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.

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

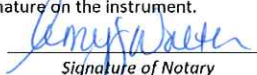

(Signature of Sponsor's Authorized Official)

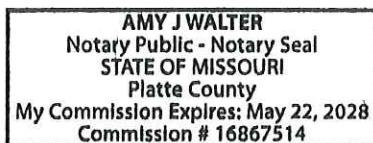
Rodney N Joel

(Typed Name)

Acting Director, Central Region Airports Division

(Title of FAA Official)

ACKNOWLEDGEMENT STATE OF <u>Missouri</u> COUNTY OF <u>Jackson</u> On <u>August 20, 2015</u> , before me, a Notary Public, personally appeared <u>Rodney N. Joel</u> , who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that <u>Rodney N. Joel</u> executed the foregoing instrument in their authorized capacity by their signature on the instrument.  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 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.

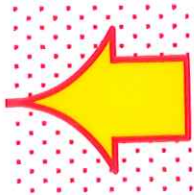
Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures 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 _____

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, 37, and 40 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are 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.) (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. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

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

- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4, 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 49 U.S.C. § 47107(a)(16) and (x), 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.

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 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.

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.
- 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.

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. The airport owner or operator will maintain a current 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.
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
 - c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
 - d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex 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 ([**sponsor name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (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, all businesses 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 , 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, 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;
 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.

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., 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 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/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of July 29, 2025.

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, 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).

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.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



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 Infrastructure Investments and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-20-0025-019-2025 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.
5. Signatures must be obtained and finalized no later than **September 12, 2025**.
6. 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. **See Special Condition #37 for land grant recording requirements;**
 - c. As applicable forward one original wet-signed copy of the executed agreement to your associated State Aviation Official, if necessary; and
 - d. As applicable send a pdf scan or copy of the signed agreement to our office by email or facsimile because time is critical for entering the executed grant into the FAA system.

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. 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.

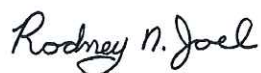
Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for 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

Director, Central Region Airports Division



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Original

FY 2025 AIRPORT INFRASTRUCTURE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date

August 20, 2025

Airport/Planning Area

Garnett Municipal

Airport Infrastructure Grant
Number

3-20-0025-019-2025

Unique Entity Identifier

JNJXBFWEFAT1

TO: City of Garnett, Kansas

(herein called the "Sponsor") (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 **July 29, 2025**, 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 3(59 acres, Fee Simple), Tract 13 (3.25 acres, Permanent Easement), and Tract 14 (7.38 acres, Permanent Easement) for future runway development and runway approach surface protection, approximately 32%

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 (P.L.) 117-58) of 2021; 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 attached Grant Assurances dated April 2025, interpreted, and applied consistent with the FAA Reauthorization Act of 2024; (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-Five (95%) 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 **\$260,040.00.**

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,

\$260,040.00 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) except as noted in 49 U.S.C. § 47142(b).

- 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 and as stated in 49 U.S.C § 47142(b). 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 Sponsors are 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

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). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
 - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
 - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
 - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
 - (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
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, IJA (P.L. 117-58), and 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 12, 2025** or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
- a. 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.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
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 IJA 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. **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 American.** 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 IIJA (P.L. 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 \$1,000,000 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 (SAM.gov) exclusions 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 it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar 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. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - c) Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - d) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - e) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - f) Charging recruited employees a placement or recruitment fee; or
 - g) Providing or arranging housing that fails to meet the host country's housing and safety standards.
2. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
 - i. Is determined to have violated a prohibition in paragraph (b)(1) of this Grant; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph(b)(1) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a recipient other than a private entity.*

1. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph (b)(1) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (b)(1) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 1. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b)(1) of this Grant.
 2. The FAA's right to unilaterally terminate this Grant as described in paragraphs (b)(2) or (c)(1) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
 3. The recipient must include the requirements of paragraph (b)(1) of this Grant award term in any subaward it makes to a private entity.
 4. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- e. *Definitions. For purposes of this Grant award, term:*
 1. "Employee" means either:
 - i. An individual employed by the recipient 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 the recipient 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 requirements.
 2. "Private entity" means:
 - i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

- 23. IJA 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.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. § 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
- 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 [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 26. Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its 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.
- 27. 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, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program 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 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, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. 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.

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 the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the 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, the FAA shall interpret and apply these assurances consistent with the 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>

28. Applicable Federal Anti-Discrimination Laws. Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
- b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

29. Federal Law and Public Policy Requirements. The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

30. National Airspace System Requirements

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - (3) any other remedy legally available.

- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).
- 31. Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
- 32. Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

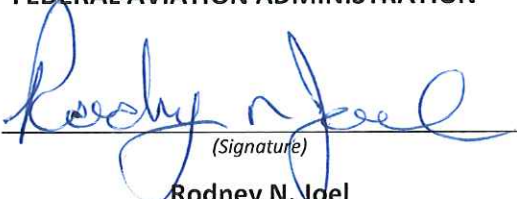
33. **Title Evidence.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) **3, 13 and 14** until title evidence has been submitted to, and found to be satisfactory by the FAA, subject to no liens, encumbrances, reservations, or exceptions which, in the opinion of the FAA, might create an undue risk or interference with the use and operation of the airport.
34. **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.
35. **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.
36. **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.
37. **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.
38. **Usable Unit of Development.** The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.
39. **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**


(Signature)
Rodney N. Joel

(Typed Name)

**Director, Central Region Airports
Division**

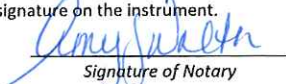
(Title of FAA Official)

ACKNOWLEDGEMENT

STATE OF Missouri

COUNTY OF Jackson

On August 20, 2025, 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.


Signature of Notary

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

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 (P.L. 117-58) of 2021; 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 _____

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



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.

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, 37, and 40 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

The Sponsor 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are 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.) (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. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 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 49 U.S.C. 47107(a)(16) and (x), 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.

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 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.

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.
- 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.

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. The airport owner or operator will maintain a current 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.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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 (42 U.S.C. 2000d to 2000d-4); creed and sex 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 (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, all businesses 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, 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, 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;
 - 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.

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., 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 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/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of July 29, 2025.

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, 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).

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.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

CERTIFICATE

To the Clerk of Anderson, 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 2026; and

(3) the Amounts(s) of 2025 Ad Valorem Tax are within statutory limitations.

2026

[illegible]

Revenue Neutral Rate

34.647

Does budget require a resolution to exceed the Revenue Neutral Rate?

NO

Assisted by:

Address: _____

Email: _____

Attest: _____ 2025

County Clerk

Governing Body

CPA Summary

City of Garnett

2026

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

Budgeted Fund for 2025	Ad Valorem Levy Tax Year 2024	Allocation for Year 2026				
		MVT	RVT	16/20M Veh	Comm Veh	Watercraft
General	444,129	14,430	350	81	810	233
Debt Service						
Library	211,778	6,881	166	38	386	111
Airport	98,280	3,193	77	18	179	52
Public Safety	455,030	14,785	357	82	830	238
TOTAL	1,209,217	39,289	950	219	2,205	634

County Treas Motor Vehicle Estimate	39,289				
County Treas Recreational Vehicle Estimate		950			
County Treas 16/20M Vehicle Estimate			219		
County Treas Commercial Vehicle Tax Estimate				2,205	
County Treas Watercraft Tax Estimate					634

Motor Vehicle Factor	0.03249				
Recreational Vehicle Factor		0.00079			
16/20M Vehicle Factor			0.00018		
Commercial Vehicle Factor				0.00182	
Watercraft Factor					0.00052

City of Garnett

2026

Schedule of Transfers

Expenditure Fund Transferred From:	Receipt Fund Transferred To:	Actual Amount for 2024	Current Amount for 2025	Proposed Amount for 2026	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	37,500	37,500	12-1, 117
Airport Fund	Tax Refund Reserve Fund	25,000	-	-	Ord. No. 4192
Airport Fund	Tax Refund Litigation Fund	10,000	-	-	Ord. No. 4192
Debt Service Fund	Tax Refund Reserve Fund	25,000	-	-	Ord. No. 4192
Debt Service Fund	Tax Refund Litigation Fund	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	35,000	35,000	12-825d
Electric Fund	Economic Development Fund	52,000	56,900	61,050	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	63,250	12, 2615
Electric Fund	General Fund	690,000	630,000	690,000	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	19,250	12, 2615
Gas Fund	General Fund	-	-	-	12-825d
Gas Fund	Public Safety Fund	510,000	60,000	60,000	12-825d
Gas Fund	Debt Service Fund	295,000	325,000	325,000	12-825d
General Fund	Capital Improvements Fund	20,000	57,900	39,500	12-1, 118
General Fund	Equipment Reserve Fund	86,500	228,350	216,500	12-1, 117
General Fund	Tax Refund Reserve Fund	45,000	-	-	Ord. No. 4192
General Fund	Medical Reserve Fund	145,455	171,250	188,400	12, 2615
General Fund	Tax Refund Litigation Fund	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	17,000	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	92,500	97,500	12-1, 117
Public Safety Fund	Medical Reserve Fund	70,000	70,000	77,000	12, 2615
Public Safety Fund	Tax Refund Reserve Fund	45,000	-	-	Ord. No. 4192
Public Safety Fund	Tax Refund Litigation Fund	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	20,000	20,000	12-1, 117
Sanitation Fund	Medical Reserve Fund	17,550	17,550	19,305	12, 2615
Wastewater Fund	Capital Improvements Fund	92,000	92,000	92,000	12-1, 118
Wastewater Fund	Debt Service Fund	12,750	13,600	13,300	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	22,000	12, 2615
Water Fund	Capital Improvements Fund	695,000	295,000	200,000	12-1, 118
Water Fund	Debt Service Fund	-	-	-	12-825d
Water Fund	Equipment Reserve Fund	12,500	12,500	22,500	12-1, 117
Water Fund	Medical Reserve Fund	35,000	35,000	38,500	12, 2615
Water Fund	Public Safety Fund	-	510,000	510,000	12-825d
Economic Development	Medical Reserve Fund	5,000	5,000	5,500	12, 2615
Housing Authority	Medical Reserve Fund	37,500	37,500	41,250	12, 2615
	Totals	1,599,755	3,305,800	3,304,055	
	Adjustments				
	Adjusted Totals	1,599,755	3,305,800	3,304,055	

*Note: Adjustments are required only if the transfer is being made in 2025 and/or 2026 from a non-budgeted fund.

City of Garnett

2026

STATEMENT OF INDEBTEDNESS

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1, 2025	Date Due		Amount Due 2025		Amount Due 2026	
						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	13,375	48,375	12,500	47,500
Total G.O. Bonds					395,000			13,375	48,375	12,500	47,500
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	22,575	100,000	17,325	105,000
Total Revenue Bonds					525,000			22,575	100,000	17,325	105,000
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	49,772	274,978	33,617	285,763
Total Other					2,060,229			49,772	274,978	33,617	285,763
Total Indebtedness					2,980,229			85,722	423,353	63,442	438,263

City of Garnett

2026

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 2025	Payments Due 2025	Payments Due 2026
2023 Freightliner Trash Truck	11/21/2022	84	2.45	189,882	102,084	27,126	27,126
Totals					102,084	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: 2026

Library found in: City of Garnett
Anderson

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	Proposed Year
	<u>2025</u>	<u>2026</u>
Ad Valorem	\$206,251	\$315,639
Delinquent Tax	\$3,000	\$4,500
Motor Vehicle Tax	\$20,000	\$6,881
Recreational Vehicle Tax	\$354	\$166
16/20M Vehicle Tax	\$116	\$38
TOTAL TAXES	\$229,721	\$327,224
Difference in Total Taxes:	\$97,503	
Qualify for grant:	Qualify	

Second test:

Assessed Valuation	\$33,427,853	\$34,900,268
Did Assessed Valuation Decrease?	No	
Levy Rate	6.335	9.044
Difference in Levy Rate:	2.709	
Qualify for grant:	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

City of Garnett

2026

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget General	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Unencumbered Cash Balance Jan 1	714,501	725,163	810,597
Receipts:			
Ad Valorem Tax	314,677	432,537	xxxxxxxxxxxxxxxxxxx
Delinquent Tax	23,121	20,000	2,000
Motor Vehicle Tax	52,993	50,000	14,430
Recreational Vehicle Tax	1,338	597	350
16/20M Vehicle Tax	438	195	81
Commercial Vehicle Tax	2,645	1,862	810
Watercraft Tax	276	190	233
Gross Earning (Intangible) Tax	0	0	0
Sales Tax (From County)	349,094	350,000	350,000
Sales Tax (From City)	40,783	40,000	40,000
Franchise Tax	125,833	125,000	125,000
Liquor Tax	7,328	7,000	7,000
Special Assessment Taxes	0	0	0
Alcohol Licenses	3,175	3,000	3,000
Pet Licenses	13,248	13,000	13,000
Permits and Licenses	11,245	11,000	11,000
Camping Permits	24,111	24,000	24,000
Cemetery Fees	6,868	7,500	7,162
Municipal Court Fines	112,364	125,000	125,000
Recreation Center Memberships	51,299	50,000	45,000
Recreational Tournament Fees	0	250	250
Recreational Team Sponsor Fees	1,742	1,500	1,500
Recreational Enrollment Fees	44,184	44,000	44,000
Recreational Event Admission Fees	8,471	10,000	10,000
Concession Stand Sales	11,784	11,000	11,000
State Program Reimbursements	26,571	25,153	25,153
Recreation Center Rental Revenue	960	2,250	2,250
Rental of Property	7,595	7,000	7,000
Interest on Idle Funds	378,813	375,000	375,000
Transfer from Electric Fund	690,000	630,000	690,000
Transfer from Gas Fund	0	0	0
ARPA Revenue	0	0	0
Sale of City Property	0	0	0
Guffey CID Sales Tax	0	24,000	24,000
Guffey TIF Revenue	0	26,000	26,000
Donations	2,737	0	0
City CID Admin Revenue	647	600	600
City TIF Admin Revenue	243	200	200
Neighborhood Revitalization Rebate			-5,194
Miscellaneous	32,295	5,000	5,000
Does miscellaneous exceed 10% Total Rec			
Total Receipts	2,346,876	2,422,834	1,984,824
Resources Available:	3,061,377	3,147,997	2,795,421

City of Garnett

2026

Adopted Budget General Fund - Detail Page 1	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Expenditures:			
Government Administration			
Personnel Expenses	614,553	650,000	754,850
Contractual Expenses	175,718	100,000	183,350
Commodity Expenses	58,838	62,500	92,400
Transfer to Capital Improvement Fund	2,500	2,500	2,500
Transfer to Equipment Reserve Fund	2,500	174,350	150,000
Transfer to Medical Reserve Fund	95,311	94,000	103,000
Total	949,420	1,083,350	1,286,100
Community Development Department			
Personnel Expenses	197,963	153,000	243,050
Contractual Expenses	6,498	7,600	8,575
Commodity Expenses	63,590	50,000	107,750
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	33,000
Total	303,052	245,600	397,375
Parks, Recreation, and Cemetery Department			
Personnel Expenses	367,824	312,000	558,650
Contractual Expenses	75,597	74,500	75,225
Commodity Expenses	208,104	160,000	223,100
Cardio Equipment Lease	17,490	23,350	25,000
Transfer to Capital Improvement Fund	12,500	50,400	32,000
Transfer to Equipment Reserve Fund	22,500	17,500	32,000
Transfer to Medical Reserve Fund	27,250	27,250	30,000
Total	731,266	665,000	975,975
Street & Stormwater Department			
Personnel Expenses	222,998	190,000	277,250
Contractual Expenses	10,628	13,650	15,500
Commodity Expenses	62,351	83,300	91,250
Transfer to Capital Improvement Fund	2,500	2,500	2,500
Transfer to Equipment Reserve Fund	34,000	34,000	32,000
Transfer to Medical Reserve Fund	20,000	20,000	22,000
Total	352,476	343,450	440,500
General Fund All Purpose Transfers			
Transfer to Tax Refund Reserve Fund	0	0	
Transfer to Tax Refund Litigation Fund	0	0	
Total	0	0	0
Salaries			
Contractual			
Commodities			
Capital Outlay			
Total	0	0	0
Salaries			
Contractual			
Commodities			
Capital Outlay			
Total	0	0	0
Salaries			
Contractual			
Commodities			
Capital Outlay			
Total	0	0	0
Page 1 - Total	2,336,214	2,337,400	3,099,950

City of Garnett

2026

Adopted Budget General Fund - Detail Page 1	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Expenditures:			
Government Administration			
Personnel Expenses	614,553	650,000	754,850
Contractual Expenses	175,718	100,000	183,350
Commodity Expenses	58,838	62,500	92,400
Transfer to Capital Improvement Fund	2,500	2,500	2,500
Transfer to Equipment Reserve Fund	2,500	174,350	150,000
Transfer to Medical Reserve Fund	95,311	94,000	103,000
Total	949,420	1,083,350	1,286,100
Community Development Department			
Personnel Expenses	197,963	153,000	243,050
Contractual Expenses	6,498	7,600	8,575
Commodity Expenses	63,590	50,000	107,750
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	33,000
Total	303,052	245,600	397,375
Parks, Recreation, and Cemetery Department			
Personnel Expenses	367,824	312,000	558,650
Contractual Expenses	75,597	74,500	75,225
Commodity Expenses	208,104	160,000	223,100
Cardio Equipment Lease	17,490	23,350	25,000
Transfer to Capital Improvement Fund	12,500	50,400	32,000
Transfer to Equipment Reserve Fund	22,500	17,500	32,000
Transfer to Medical Reserve Fund	27,250	27,250	30,000
Total	731,266	665,000	975,975
Street & Stormwater Department			
Personnel Expenses	222,998	190,000	277,250
Contractual Expenses	10,628	13,650	15,500
Commodity Expenses	62,351	83,300	91,250
Transfer to Capital Improvement Fund	2,500	2,500	2,500
Transfer to Equipment Reserve Fund	34,000	34,000	32,000
Transfer to Medical Reserve Fund	20,000	20,000	22,000
Total	352,476	343,450	440,500
General Fund All Purpose Transfers			
Transfer to Tax Refund Reserve Fund	0	0	
Transfer to Tax Refund Litigation Fund	0	0	
Total	0	0	0
Salaries			
Contractual			
Commodities			
Capital Outlay			
Total	0	0	0
Salaries			
Contractual			
Commodities			
Capital Outlay			
Total	0	0	0
Salaries			
Contractual			
Commodities			
Capital Outlay			
Total	0	0	0
Page 1 - Total	2,336,214	2,337,400	3,099,950

Adopted Budget General Fund - Detail Page 2	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Expenditures:			
Salaries			
Contractual			
Commodities			
Capital Outlay			
Total	0	0	0
Salaries			
Contractual			
Commodities			
Capital Outlay			
Total	0	0	0
Salaries			
Contractual			
Commodities			
Capital Outlay			
Total	0	0	0
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Capital Outlay			
Total	0	0	0
Salaries			
Contractual			
Commodities			
Capital Outlay			
Total	0	0	0
Salaries			
Contractual			
Commodities			
Capital Outlay			
Total	0	0	0
Page 2 -Total	0	0	0
Page 1 -Total	2,336,214	2,337,400	3,099,950
Grand Total	2,336,214	2,337,400	3,099,950

(Note: Should agree with general sub-totals.)

City of Garnett

2026

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Airport	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	62,227	101,435	82,472
Receipts:			
Ad Valorem Tax	104,607	95,715	xxxxxxxxxxxxxxxx
Delinquent Tax	2,849	1,500	1,000
Motor Vehicle Tax	16,320	9,684	3,193
Recreational Vehicle Tax	434	197	77
16/20M Vehicle Tax	53	64	18
Commercial Vehicle Tax	882	615	179
Watercraft Tax	93	62	52
Rental of Property	7,295	7,000	6,505
Fuel Sales	15,488	15,000	12,500
Grants	0	0	0
Neighborhood Revitalization Rebate			-1,631
Miscellaneous	2,213	1,400	0
Does miscellaneous exceed 10% Total Rev			
Total Receipts	150,236	131,237	21,893
Resources Available:	212,462	232,672	104,365
Expenditures:			
Personnel Expenses	60,250	64,200	68,700
Contractual Expenses	5,539	6,000	9,600
Commodity Expenses	20,238	20,000	61,700
Transfer to Capital Improvement Fund	22,500	22,500	22,500
Transfer to Equipment Reserve Fund	2,500	37,500	37,500
Transfer to Tax Refund Reserve Fund	0	0	0
Transfer to Tax Refund Litigation Fund	0	0	0
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	111,027	150,200	200,000
Unencumbered Cash Balance Dec 31	101,435	82,472	xxxxxxxxxxxxxxxx
2024/2025/2026 Budget Authority Amount	191,650	193,250	200,000
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			200,000
Tax Required			95,635
Delinquent Comp Rate: 1.6%			1,498
Amount of 2025 Ad Valorem Tax			97,133

Adopted Budget	Prior Year	Current Year	Proposed Budget
Public Safety	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	245,306	206,615	275,701
Receipts:			
Ad Valorem Tax	410,362	443,154	xxxxxxxxxxxxxxxx
Delinquent Tax	10,671	30,000	20,000
Motor Vehicle Tax	48,865	48,000	14,785
Recreational Vehicle Tax	1,235	1,000	357
16/20M Vehicle Tax	237	254	82
Commercial Vehicle Tax	2,484	2,431	830
Watercraft Tax	261	247	238
Sale of City Property	0	4,000	4,000
Transfer from Gas Fund	0	60,000	60,000
Transfer from Wastewater Fund	90,000	90,000	90,000
Transfer from Water Fund	510,000	510,000	540,000
Neighborhood Revitalization Rebate			-8,181
Miscellaneous	1,101	0	0
Does miscellaneous exceed 10% Total Rev			
Total Receipts	1,075,216	1,189,086	722,111
Resources Available:	1,320,522	1,395,701	997,812
Expenditures:			
Personnel Expenses	753,281	775,000	1,045,970
Contractual Expenses	72,309	70,000	83,050
Commodity Expenses	123,318	100,000	161,400
Transfer to Capital Improvement Fund	12,500	12,500	12,500
Transfer to Equipment Reserve Fund	82,500	92,500	97,500
Transfer to Medical Reserve Fund	70,000	70,000	77,000
Transfer to Tax Refund Reserve Fund	0	0	0
Transfer to Tax Refund Litigation Fund	0	0	0
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	1,113,907	1,120,000	1,477,420
Unencumbered Cash Balance Dec 31	206,615	275,701	xxxxxxxxxxxxxxxx
2024/2025/2026 Budget Authority Amount	1,259,550	1,380,200	1,477,420
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			1,477,420
Tax Required			479,608
Delinquent Comp Rate: 1.6%			7,512
Amount of 2025 Ad Valorem Tax			487,120

CPA Summary

City of Garnett

2026

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Debt Service	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	0	48,540	63,422
Receipts:			
Ad Valorem Tax	46,914	0	xxxxxxxxxxxxxxxx
Delinquent Tax	270	150	150
Motor Vehicle Tax	0	4,380	
Recreational Vehicle Tax	0	89	
16/20M Vehicle Tax	0	29	
Commercial Vehicle Tax	0	278	
Watercraft Tax	0	28	
Anderson County Contribution	0	10,500	10,500
Transfer from Electric	34,000	35,000	35,000
Transfer from Gas Fund	325,000	325,000	325,000
Transfer from Wastewater	12,750	13,600	13,600
Transfer from Water Fund	0	0	0
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	418,934	389,054	384,250
Resources Available:	418,934	437,594	447,672
Expenditures:			
Electric and Wastewater Bond - Principal	30,000	35,000	35,000
Electric and Wastewater Bond - Interest	14,125	13,375	12,500
Transfer to Tax Refund Reserve Fund	0	0	0
Transfer to Tax Refund Litigation Fund	0	0	0
Gas Loan Payment - Principal	326,269	325,000	268,000
Gas Loan Payment - Interest	0		57,000
Cash Reserve (2026 column)			
Miscellaneous		797	797
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	370,394	374,172	373,297
Unencumbered Cash Balance Dec 31	48,540	63,422	xxxxxxxxxxxxxxxx
2024/2025/2026 Budget Authority Amount	404,125	374,172	373,297
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			373,297
Tax Required			0
Delinquent Comp Rate: 1.6%			0
Amount of 2025 Ad Valorem Tax			0

Adopted Budget	Prior Year	Current Year	Proposed Budget
Library	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	9,085	3,159	598
Receipts:			
Ad Valorem Tax	186,699	206,251	xxxxxxxxxxxxxxxx
Delinquent Tax	4,973	3,000	4,500
Motor Vehicle Tax	22,575	20,000	6,881
Recreational Vehicle Tax	570	354	166
16/20M Vehicle Tax	130	116	38
Commercial Vehicle Tax	1,142	1,106	386
Watercraft Tax	120	112	111
Neighborhood Revitalization Rebate			-5,301
Miscellaneous	60		
Does miscellaneous exceed 10% Total Rec			
Total Receipts	216,269	230,939	6,781
Resources Available:	225,353	234,098	7,379
Expenditures:			
Personnel Expenses	148,199	160,000	222,450
Contractual Expenses	18,621	21,000	21,100
Commodity Expenses	43,826	32,000	50,100
Transfer to Capital Improvement Fund	0	5,000	7,500
Transfer to Medical Reserve Fund	11,548	15,500	17,000
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	222,194	233,500	318,150
Unencumbered Cash Balance Dec 31	3,159	598	xxxxxxxxxxxxxxxx
2024/2025/2026 Budget Authority Amount	233,600	286,000	318,150
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			318,150
Tax Required			310,771
Delinquent Comp Rate: 1.6%			4,868
Amount of 2025 Ad Valorem Tax			315,639

CPA Summary

City of Garnett

2026

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Special Highway	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	236,087	239,920	275,920
Receipts:			
State of Kansas Gas Tax	86,782	86,000	86,000
County Transfers Gas	0	0	0
Sales Tax (From City Levy)	367,050	300,000	325,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	453,833	386,000	411,000
Resources Available:	689,920	625,920	686,920
Expenditures:			
Street Projects	409,390	260,000	310,000
Curb and Gutter Projects	0	75,000	75,000
Sidewalk Projects	40,610	10,000	10,000
Alley Projects	0	5,000	5,000
Maple Street Project	0		
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	450,000	350,000	400,000
Unencumbered Cash Balance Dec 31	239,920	275,920	286,920
2024/2025/2026 Budget Authority Amount	450,000	350,000	400,000

Adopted Budget

	Prior Year	Current Year	Proposed Budget
Special Parks and Recreation	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	27,369	18,697	10,697
Receipts:			
Liquor Taxes	7,328	2,000	5,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	7,328	2,000	5,000
Resources Available:	34,697	20,697	15,697
Expenditures:			
Programs	16,000	10,000	12,000
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	16,000	10,000	12,000
Unencumbered Cash Balance Dec 31	18,697	10,697	3,697
2024/2025/2026 Budget Authority Amount	16,000	10,000	12,000

CPA Summary

City of Garnett

2026

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Tourism	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Unencumbered Cash Balance Jan 1	72,040	84,309	59,809
Receipts:			
Transient Guest Tax	44,997	22,500	40,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	44,997	22,500	40,000
Resources Available:	117,037	106,809	99,809
Expenditures:			
Programs	0	4,500	5,000
Local Event Grants	27,124	35,000	36,000
Marketing	5,604	7,500	4,500
Business Advertising	0	0	14,500
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	32,727	47,000	60,000
Unencumbered Cash Balance Dec 31	84,309	59,809	39,809
2024/2025/2026 Budget Authority Amount	57,000	47,000	60,000

Adopted Budget

Economic Development	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Unencumbered Cash Balance Jan 1	68,520	99,204	99,204
Receipts:			
Outside Contribution	31,208	56,900	61,050
Donation	0	0	0
Programs	651	0	0
Transfer from Electric	53,500	56,900	61,050
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	85,360	113,800	122,100
Resources Available:	153,880	213,004	221,304
Expenditures:			
Personnel Expenses	40,354	90,075	96,200
Contractual Expenses	888	3,425	2,900
Commodity Expenses	8,434	15,300	17,500
Transfer to Medical Reserve Fund	5,000	5,000	5,500
Transfer to Capital Improvement	0	0	0
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	54,676	113,800	122,100
Unencumbered Cash Balance Dec 31	99,204	99,204	99,204
2024/2025/2026 Budget Authority Amount	107,000	113,800	122,100

CPA Summary

City of Garnett

2026

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Gas	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	95,972	87,105	308,755
Receipts:			
Residential Revenue	1,000,777	1,400,000	1,300,000
Commercial Revenue	266,035	450,000	350,000
Industrial Revenue	180,530	310,000	250,000
City Usage	18,770	30,000	20,000
Penalty Revenue	7,763	10,000	8,000
Connection Revenue	2,078	2,500	2,000
Transfer from Water Fund	41,000	0	0
Miscellaneous	1563.59	0	0
Does miscellaneous exceed 10% Total Rec			
Total Receipts	1,518,517	2,202,500	1,930,000
Resources Available:	1,614,489	2,289,605	2,238,755
Expenditures:			
Personnel Expenses	185,135	213,250	229,800
Contractual Expenses	956,599	1,260,300	1,214,850
Commodity Expenses	43,149	77,050	100,600
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	0	60,000	60,000
Transfer to Debt Service	325,000	325,000	325,000
Transfer to Medical Reserve Fund	17,500	17,500	19,250
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	1,527,384	1,980,850	1,977,250
Unencumbered Cash Balance Dec 31	87,105	308,755	261,505
2024/2025/2026 Budget Authority Amount	1,990,500	1,980,850	1,977,250

Adopted Budget

	Prior Year	Current Year	Proposed Budget
Sanitation	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	292,426	341,717	337,092
Receipts:			
All Customers Revenue	407,001	425,000	425,000
City Usage	7,196	3,500	5,000
Penalty Revenue	2,765	950	1,250
Miscellaneous	20	0	0
Does miscellaneous exceed 10% Total Rec			
Total Receipts	416,982	429,450	431,250
Resources Available:	709,408	771,167	768,342
Expenditures:			
Personnel Expenses	135,142	177,050	190,400
Contractual Expenses	111,890	116,200	127,050
Commodity Expenses	53,483	54,175	57,375
Transfer to Capital Improvement Fund	2,500	2,500	2,500
Transfer to Equipment Reserve Fund	20,000	20,000	18,500
Payment on Trash Truck Loan	27,126	27,250	27,250
Transfer to Medical Reserve Fund	17,550	17,550	19,305
96 Gallon Tote Lease Purchase	0	19,350	19,350
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	367,691	434,075	461,730
Unencumbered Cash Balance Dec 31	341,717	337,092	306,612
2024/2025/2026 Budget Authority Amount	396,650	434,075	461,730

CPA Summary

City of Garnett

2026

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Wastewater	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	392,790	470,382	456,707
Receipts:			
All Customers Revenue	646,956	675,000	700,000
City Usage	8,710	3,000	9,000
Penalty Revenue	4,673	3,000	5,000
New Connection Charges	0	0	0
Miscellaneous	50	0	0
Does miscellaneous exceed 10% Total Rec			
Total Receipts	660,389	681,000	714,000
Resources Available:	1,053,179	1,151,382	1,170,707
Expenditures:			
Personnel Expenses	190,702	224,300	238,860
Contractual Expenses	51,024	59,625	64,900
Commodity Expenses	118,822	187,650	188,900
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	13,600	13,300
Transfer to Public Safety Fund	90,000	90,000	90,000
Transfer to Medical Reserve Fund	20,000	20,000	22,000
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	582,797	694,675	717,460
Unencumbered Cash Balance Dec 31	470,382	456,707	453,247
2024/2025/2026 Budget Authority Amount	649,575	694,675	717,460

Adopted Budget

	Prior Year	Current Year	Proposed Budget
Water	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	2,014,520	2,116,952	1,561,802
Receipts:			
Rental of Property	0	0	0
Residential Revenue	818,618	810,000	900,000
Commercial Revenue	154,541	130,000	175,000
Industrial Revenue	438,386	320,000	450,000
Wholesale Revenue	169,855	150,000	175,000
City Usage	27,747	15,000	30,000
Penalty Revenue	7,130	5,000	8,000
New Connection Charges	413	600	500
Miscellaneous	1,449	0	0
Does miscellaneous exceed 10% Total Rec			
Total Receipts	1,618,138	1,430,600	1,738,500
Resources Available:	3,632,658	3,547,552	3,300,302
Expenditures:			
Personnel Expenses	286,269	323,500	346,250
Contractual Expenses	70,794	363,400	369,450
Commodity Expenses	515,143	446,350	567,050
Transfer to Capital Improvements Fund	45,000	295,000	200,000
Transfer to Equipment Reserve Fund	12,500	12,500	22,500
Transfer to Debt Service Fund	0	0	0
Transfer to Public Safety Fund	510,000	510,000	510,000
Transfer to Medical Reserve Fund	35,000	35,000	38,500
Transfer to Gas Fund	41,000	0	0
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	1,515,706	1,985,750	2,053,750
Unencumbered Cash Balance Dec 31	2,116,952	1,561,802	1,246,552
2024/2025/2026 Budget Authority Amount	1,691,450	1,985,750	2,053,750

CPA Summary

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City of Garnett

2026

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Parkside #1	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	458,804	428,774	171,524
Receipts:			
Rental of Property	123,608	128,000	130,000
HUD Subsidy	46,989	50,000	50,000
Deposits	4,347	500	500
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	174,944	178,500	180,500
Resources Available:	633,748	607,274	352,024
Expenditures:			
Personnel Expenses	60,522	74,700	79,750
Contractual Expenses	41,968	45,050	51,525
Commodity Expenses	89,985	303,500	203,500
Transfer to Medical Reserve Fund	12,500	12,500	13,750
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	204,974	435,750	348,525
Unencumbered Cash Balance Dec 31	428,774	171,524	3,499
2024/2025/2026 Budget Authority Amount	385,150	435,750	348,525

Adopted Budget

	Prior Year	Current Year	Proposed Budget
Parkside #2	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	459,184	457,650	261,150
Receipts:			
Rental of Property	167,179	135,000	175,000
HUD Subsidy	54,049	50,000	57,000
Deposits	2,419	1,000	1,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	223,647	186,000	233,000
Resources Available:	682,831	643,650	494,150
Expenditures:			
Personnel Expenses	66,385	74,700	79,750
Contractual Expenses	41,619	45,050	51,525
Commodity Expenses	104,678	250,250	150,250
Transfer to Medical Reserve Fund	12,500	12,500	13,750
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	225,181	382,500	295,275
Unencumbered Cash Balance Dec 31	457,650	261,150	198,875
2024/2025/2026 Budget Authority Amount	441,900	382,500	295,275

CPA Summary

City of Garnett

2026

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Park Plaza North	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	523,537	545,416	456,241
Receipts:			
Rental of Property	343,187	330,000	345,000
Deposits	2,560	500	500
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	345,747	330,500	345,500
Resources Available:	869,285	875,916	801,741
Expenditures:			
Personnel Expenses	68,366	74,700	79,750
Contractual Expenses	38,661	53,250	60,000
Commodity Expenses	97,474	156,650	284,150
Housing Bond - Principal	95,000	100,000	105,000
Housing Bond - Interest	11,868	22,575	17,325
Transfer to Medical Reserve Fund	12,500	12,500	13,750
Cash Reserve (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	323,869	419,675	559,975
Unencumbered Cash Balance Dec 31	545,416	456,241	241,766
2024/2025/2026 Budget Authority Amount	395,650	419,675	559,975

Adopted Budget

Electric	Prior Year	Current Year	Proposed Budget
	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	2,066,826	2,649,195	2,563,570
Receipts:			
Residential Revenue	2,302,742	2,200,000	2,400,000
Commercial Revenue	491,455	500,000	500,000
Industrial Revenue	1,334,164	1,350,000	1,350,000
City Usage	345,100	275,000	325,000
Penalty Revenue	26,394	18,000	20,000
New Connection Charges	6,103	2,000	5,000
Security Lights	14,664	12,500	14,000
Pole Rental	0	2,500	0
Solar Electric Revenue	0	0	0
Commercial Solar Revenue	0	0	0
Miscellaneous	1,468	0	0
Does miscellaneous exceed 10% Total Rec			
Total Receipts	4,522,091	4,360,000	4,614,000
Resources Available:	6,588,917	7,009,195	7,177,570
Expenditures:			
Personnel Expenses	494,899	635,225	677,650
Contractual Expenses	2,147,364	2,450,700	2,463,150
Commodity Expenses	237,133	355,300	375,150
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	630,000	690,000
Transfer to Debt Service Fund	34,000	35,000	35,000
Transfer to Economic Development Fund	53,500	56,900	61,050
Transfer to Medical Reserve Fund	57,500	57,500	63,250
Cash Reserve (2026 column)			
Miscellaneous	326	0	
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	3,939,722	4,445,625	4,590,250
Unencumbered Cash Balance Dec 31	2,649,195	2,563,570	2,587,320
2024/2025/2026 Budget Authority Amount	4,385,900	4,445,625	4,590,250

CPA Summary

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City of Garnett

NON-BUDGETED FUNDS (A)
(Only the actual budget year for 2024 is reported)

2026

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		Medical Reserve Fund		Total
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		
Cash Balance Jan 1	1,263,481	Cash Balance Jan 1	520,642	Cash Balance Jan 1	980,000	Cash Balance Jan 1	350,000	Cash Balance Jan 1	14,520	3,128,643
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Transfer From General Fund	20,000	Transfer From General Fund	61,500	Transfer from General Fund	0	Transfer from General Fund	0	Transfer from Operating	444,159	
Transfer From Airport Fund	22,500	Transfer From Airport Fund	2,500	Transfer from Airport Fund	0	Transfer from Airport Fund	0			
Transfer From Library Fund	0	Transfer From Public Safety Fund	82,500	Transfer from Deb Service Fund	0	Transfer from Deb Service Fund	0			
Transfer From Public Safety Fund	12,500	Transfer From Electric Fund	50,000	Transfer from Public Safety Fund	0	Transfer from Public Safety Fund	0			
Transfer From Electric Fund	175,000	Transfer From Gas Fund	0							
Transfer From Gas Fund	0	Transfer From Sanitation Fund	20,000							
Transfer From Sanitation Fund	2,500	Transfer From Wastewater Fund	7,500							
Transfer From Wastewater Fund	92,000	Transfer From Water Fund	12,500							
Transfer From Water Fund	45,000									
Transfer From Economic Development	900									
Total Receipts	370,400	Total Receipts	236,500	Total Receipts	0	Total Receipts	0	Total Receipts	444,159	1,051,059
Resources Available:	1,633,881	Resources Available:	757,142	Resources Available:	980,000	Resources Available:	350,000	Resources Available:	458,678	4,179,701
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Government Administration	0	Government Administration	0	Tax Refund Reserve	324,710	Tax Refund Litigation	0	Medical Reserve Fund	417,600	
Community Development	0	Community Development	0							
Park, Recreation, and Cemetery Department	15,072	Park, Recreation, and Cemetery Department	40,622							
Street and Stormwater Department	750	Street and Stormwater Department	68,673							
Airport	-328,583	Airport	0							
Library	7,225	Fire Department	-183,956							
Police Department	0	Police Department	61,382							
Fire Department	0	Electric Utility	250							
Electric Utility	54,366	Gas Utility	3,565							
Gas Utility	13,290	Sanitation Utility	9,345							
Sanitation Utility	8,769	Wastewater Utility	5,461							
Wastewater Utility	91,080	Water Utility	3,565							
Water Utility	-31,307									
Economic Development	0									
Libertyfest	0									
Total Expenditures	-169,338	Total Expenditures	8,906	Total Expenditures	324,710	Total Expenditures	0	Total Expenditures	417,600	581,877
Cash Balance Dec 31	1,803,219	Cash Balance Dec 31	748,236	Cash Balance Dec 31	655,290	Cash Balance Dec 31	350,000	Cash Balance Dec 31	41,079	3,597,824
										3,597,824

**Note: These two block figures should agree.

CPA Summary

NOTICE OF BUDGET HEARING

2026

The governing body of

City of Garnett

will meet on August 26, 2025 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 2026 Expenditures and Amount of 2025 Ad Valorem Tax establish the maximum limits of the 2026 budget.

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

	Prior Year Actual for 2024		Current Year Estimate for 2025		Proposed Budget Year for 2026		
FUND	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2025 Ad Valorem Tax	Proposed Estimated Tax Rate *
General	2,336,214	10.904	2,337,400	13.286	3,099,950	309,299	8.862
Debt Service	370,394	1.627	374,172		373,297		
Library	222,194	6.473	233,500	6.335	318,150	315,639	9.044
Airport	111,027	3.597	150,200	2.940	200,000	97,133	2.783
Public Safety	1,113,907	14.228	1,120,000	13.612	1,477,420	487,120	13.957
Special Highway	450,000		350,000		400,000		
Special Parks and Recreation	16,000		10,000		12,000		
Tourism	32,727		47,000		60,000		
Economic Development	54,676		113,800		122,100		
Parkside #1	204,974		435,750		348,525		
Parkside #2	225,181		382,500		295,275		
Park Plaza North	323,869		419,675		559,975		
Electric	3,939,722		4,445,625		4,590,250		
Gas	1,527,384		1,980,850		1,977,250		
Sanitation	367,691		434,075		461,730		
Wastewater	582,797		694,675		717,460		
Water	1,515,706		1,985,750		2,053,750		
Non-Budgeted Funds-A	581,877						
Totals	13,976,342	36.829	15,514,972	36.173	17,067,132	1,209,190	34.646
Revenue Neutral Rate**							34.647
Less: Transfers	1,599,755		3,305,800		3,304,055		
Net Expenditure	12,376,587		12,209,172		13,763,077		
Total Tax Levied	1,179,024		1,209,217		xxxxxxxxxxxxxxxxxx		
Assessed							
Valuation	31,925,812		33,427,853		34,900,268		
Outstanding Indebtedness, January 1,	2023		2024		2025		
G.O. Bonds	425,000		395,000		395,000		
Revenue Bonds	615,000		525,000		525,000		
Other	2,324,443		2,060,229		2,060,229		
Lease Purchase Principal	189,882		126,078		102,084		
Total	3,554,325		3,106,307		3,082,313		

*Tax rates are expressed in mills

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

Travis Wilson

City Official Title: City Manager

City of Garnett

2026

2026 Neighborhood Revitalization Rebate

Budgeted Funds for 2026	2025 Ad Valorem before Rebate**	2025 Mil Rate before Rebate	Estimate 2026 NR Rebate
General	309,299	8.862	5,194
Debt Service			0
Library	315,639	9.044	5,301
Airport	97,133	2.783	1,631
Public Safety	487,120	13.957	8,181
0			0
0			0
0			0
0			0
0			0
0			0
0			0
0			0
0			0
TOTAL	1,209,191	34.647	20,307

2025 July 1 Valuation: 34,900,268

Valuation Factor: 34,900.268

Neighborhood Revitalization Subj to Rebate: 586,108

Neighborhood Revitalization factor: 586.108

**This information comes from the 2026 Budget Summary page. See instructions tab step #12 for completing the Neighborhood Revitalization Rebate table.

RESOLUTION NO. 2025-12

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A RESOLUTION CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS OF THE CITY OF CITY OF GARNETT, KANSAS, THE PROPOSITION OF LEVYING A ONE PERCENT (1.0%) RETAILERS' SALES TAX IN THE CITY OF GARNETT, FOR THE PURPOSES OF SWIMMING POOL AND OTHER PARK IMPROVEMENTS, WASTEWATER MANAGEMENT AND OTHER INFRASTRUCTURE THROUGHOUT THE CITY.

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WHEREAS, K.S.A. 12-187 et seq., as amended, authorizes the Governing Body to submit to the qualified electors of the city the questions of levying a retailers' sales tax, such tax to be collected by the State Department of Revenue with the revenue therefrom returned to this city; and,

WHEREAS, the Governing Body of the City of Garnett has determined that additional revenue is needed to provide an adequate level of public services within the City, to-wit: park improvements including the swimming pool, playground equipment, sports complex improvements, camping area improvements; park roadway improvements including culvert on "Muleshoe Corner"; wastewater system upgrades; and,

WHEREAS, property tax increases to fund such services should be avoided if possible, and the electors should be given a choice as to an alternative method to finance such public services.

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

Section 1. A special question election shall be held in the manner prescribed by law on the 4th day of November, 2025, for the purpose of submitting to the qualified electors of the City of Garnett, the question of levying a retailers' sales tax in the City of Garnett for the purposes of swimming pool and other park improvements, wastewater management and other infrastructure throughout the city, of one percent (1.0%), such tax to take effect on the 1st day of January, 2026, if approved by a majority of the electors voting thereon.

Section 2. The proposition shall appear on the ballot substantially as follows:

Shall a retailers' sales tax in the amount of one percent (1.0%) be levied in the City of Garnett, Kansas for the purposes of swimming pool and other park improvements, wastewater management and other infrastructure throughout the city, to take effect January 1, 2026?

Yes 0
No 0

To vote in favor of any question submitted on this ballot, darken the oval to the right of the word "Yes"; to vote against it, darken the oval to the right of the word "No".

Section 3. If approved by a majority of the electors voting thereon, such tax shall be subject to all applicable state laws and administrative rules and regulations of the Kansas Department of Revenue. The services of the Department of Revenue shall be utilized to administer, enforce and collect such tax.

Section 4. The city clerk and the county election officer shall cause notices to be published of this special question election, as provided by law.

ADOPTED this _____ day of _____, 2025.

Mayor

Commissioner

Commissioner

ATTEST:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
GOVERNMENT ADMINISTRAT	GENERAL	DOLLAR GENERAL CORPORATION	WATER (BOIL ADVISORY)	11.50
			JANITORIAL SPLIT	31.94
		JONES, BRANDON L	AUGUST DOCKET	1,300.00
		ACE IMAGEWEAR	FIRST AID KIT DELIVERY	28.22
		LEAGUE OF KANSAS MUNICIPALITIES	2025 CONF/TRAVIS	275.00
		NAVRAT'S	PAPER ORDER SPLIT	265.11
		PITNEY BOWES PURCHASE POWER	PURCHSAE JUL-AUG	1,439.00
		RYAN WALTER DBA	JULY PEST CONTROL	5.00
			TOTAL:	3,355.77
COMMUNITY DEVELOPMENT	GENERAL	DOLLAR GENERAL CORPORATION	JANITORIAL SPLIT	8.19
		LEAGUE OF KANSAS MUNICIPALITIES	2025 CONF/DARIN W	275.00
		NAVRAT'S	PAPER ORDER SPLIT	106.97
		PITNEY BOWES PURCHASE POWER	PURCHASE JUL-AUG	958.83
		RYAN WALTER DBA	JULY PEST CONTROL	5.00
			JULY PEST CONTROL	15.00
			TOTAL:	1,368.99
PARKS, RECREATION & CE	GENERAL	ARLAN COMPANY, INC.	SPIKED PITCHING RUBBER	79.00
		D & S SANITATION LLC	SOCCER FIELD/CAMP HOST TOI	200.00
		BATS ON DECK	HELMET (100)FOOTBALL(8)BEL	1,122.00
		ACE IMAGEWEAR	FIRST AID KIT DELIVERY	56.44
		NAVRAT'S	PAPER ORDER SPLIT	32.57
		PROFESSIONAL TURF PRODUCTS	PULLEY-IDLER FLAT	78.87
		RYAN WALTER DBA	JULY PEST CONTROL	30.00
			JULY PEST CONTROL	30.00
			JULY PEST CONTROL	30.00
			JULY PEST CONTROL	30.00
		ST LUKES HEALTH SYSTEM	HEATHER CARPENTER HC DRUG	138.00
			TOTAL:	1,826.88
STREET & STORMWATER	GENERAL	FOLEY INDUSTRIES	PUMP - ROLLER	44.33
			FILTER FUEL - ROLLER	18.00
		CORE & MAIN LP	INLINE GRATE (4TH/OAK)	1,735.00
		SNAP-ON CREDIT LLC	AUGUST FEES	46.75
		B & W CUSTOM TRUCK BEDS INC	RECEIVER HITCH SILENCER	70.00
		ACE IMAGEWEAR	FIRST AID KIT DELIVERY	28.21
		LEO'S AUTO SUPPLY, INC.	ACC ADAPTER	16.95
		NAVRAT'S	PAPER ORDER SPLIT	9.30
		RYAN WALTER DBA	JULY PEST CONTROL	15.00
		WHITAKER AGGREGATES, INC.	PARK RD DRIVEWAY	76.71
			STOCK CRUSHER RUN	65.53
			TOTAL:	2,125.78
MUNICIPAL AIRPORT	AIRPORT	RYAN WALTER DBA	JULY PEST CONTROL	30.00
			TOTAL:	30.00
LIBRARY	LIBRARY	AMAZON	DESK TAPE DISPENSER/STAPLE	34.69
			DESK TAPE DISPENSER/STAPLE	13.10
			DESK TAPE DISPENSER/STAPLE	8.28
			HAND TOWEL 16 PACKS	46.18
			COPY PAPER/FILAMENT TAPE	37.79
			HOSE REEL	69.99
		STIFTER, TYLER	JULY MOWING	250.00
		RYAN WALTER DBA	JULY PEST CONTROL	30.00
			TOTAL:	490.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
FIRE DEPARTMENT	PUBLIC SAFETY	TG TECHNICAL SERVICES, LLC	TG TECH FIELD CALIBRATION	195.00
		ROD'S AUTO REPAIR & CUSTOM EXHAUST	2013 TAHOE BLWER MTR	183.28
		RYAN WALTER DBA	JULY PEST CONTROL	30.00
			TOTAL:	408.28
POLICE DEPARTMENT	PUBLIC SAFETY	DIGITAL CONNECTIONS, INC.	POLICE COPIES	18.40
		GARNETT ROTARY	K KING DUES 2023-2025	360.00
		PITNEY BOWES PURCHASE POWER	PURCHSAE JUL-AUG	2.17
		RYAN WALTER DBA	JULY PEST CONTROL	15.00
			TOTAL:	395.57
TOURISM	TOURISM	FAB CREATIVE SERVICES, LLC	FULL PAGE AD FALL 2025	451.25
			TOTAL:	451.25
ELECTRIC PRODUCTION	ELECTRIC	PIONEER RESEARCH	BLAST TOWER	1,078.72
		ACE IMAGEWEAR	FIRST AID KIT DELIVERY	14.11
		RYAN WALTER DBA	JULY PEST CONTROL	15.00
			TOTAL:	1,107.83
ELECTRIC DISTRIBUTION	ELECTRIC	ANIXTER, INC.	BRACKET STANDOFF 2 WAY	1,321.00
		ACE IMAGEWEAR	FIRST AID KIT DELIVERY	7.05
		RYAN WALTER DBA	JULY PEST CONTROL	7.50
			TOTAL:	1,335.55
GAS	GAS	DC & B SUPPLY INC	TRANSITION THREADED	769.01
		ENCORE ENERGY SERVICES, INC	SWAP STATMENT JULY	3,332.90
		FIDELIS ENERGY GROUP, LLC	IFERC SSC 2025 07 GAS PUR	14,203.37
		GROEBNER & ASSOCIATES, INC.	REDUCER DRILL (2)	22.20
		ACE IMAGEWEAR	FIRST AID KIT DELIVERY	7.05
		NAVRAT'S	PAPER ORDER SPLIT	9.30
		RYAN WALTER DBA	JULY PEST CONTROL	7.50
		UTILITY SAFETY AND DESIGN, INC.	207 W 7TH LINE REPLACMENT	140.00
			345 N PINE INSTALL INSPEC	210.00
			219 E 13TH LEAK REPAIR	140.00
			116 W 5TH SERV ABANDONMT	302.91
			JULY OPERATING AGREEMENT	8,200.00
			TOTAL:	27,344.24
SANITATION	SANITATION	ACE IMAGEWEAR	FIRST AID KIT DELIVERY	7.05
		JRK PORTABLE WELDING	2YD 3YD REPAIR/PAINT BUILD	2,825.00
		NAVRAT'S	PAPER ORDER SPLIT	9.30
		RYAN WALTER DBA	JULY PEST CONTROL	7.50
			TOTAL:	2,848.85
WASTEWATER	WASTEWATER	ACE IMAGEWEAR	FIRST AID KIT DELIVERY	28.21
		NAVRAT'S	PAPER ORDER SPLIT	9.30
			TOTAL:	37.51
WATER	WATER	HAWKINS, INC.	SODIUM PERMANGANATE	4,191.24
			AQUA HAWK	3,015.00
			CHEMICALS	12,693.50
		ACE IMAGEWEAR	FIRST AID KIT DELIVERY	14.11
			FIRST AID KIT DELIVERY	7.05
		NAVRAT'S	PAPER ORDER SPLIT	9.30
		OLATHE WINWATER WORKS CO.	K81D HYD EXT	430.00
		RYAN WALTER DBA	JULY PEST CONTROL	7.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		WHITAKER AGGREGATES, INC.	JULY PEST CONTROL	15.00
			GRAVEL CONCRETE PLANT	50.96
			GRAVEL CONCRETE PLANT	52.22
			TOTAL:	20,485.88
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	DOLLAR GENERAL CORPORATION	JANITORIAL SPLIT	0.82
		LEAGUE OF KANSAS MUNICIPALITIES	2025 CONF/JESSICA	400.00
		NAVRAT'S	PAPER ORDER SPLIT	13.95
		RYAN WALTER DBA	JULY PEST CONTROL	5.00
			TOTAL:	419.77
PARKSIDE #1	PARKSIDE #1	GARNETT HOME CENTER	HOUSING SPLIT	735.68
		RD SERVICES	MOWING/LANDSCAP/CLEANUP	150.00
			TOTAL:	885.68
PARKSIDE #2	PARKSIDE #2	GARNETT HOME CENTER	HOUSING SPLIT	560.09
		RD SERVICES	MOWING/LANDSCAP/CLEANUP	150.00
			TOTAL:	710.09
PARK PLAZA NORTH	PARK PLAZA NORTH	GARNETT HOME CENTER	HOUSING SPLIT	505.71
		RD SERVICES	MOWING/LANDSCAP/CLEANUP	150.00
			TOTAL:	655.71

===== FUND TOTALS =====

101	GENERAL	8,677.42
102	AIRPORT	30.00
104	LIBRARY	490.03
105	PUBLIC SAFETY	803.85
107	TOURISM	451.25
109	ELECTRIC	2,443.38
110	GAS	27,344.24
111	SANITATION	2,848.85
112	WASTEWATER	37.51
113	WATER	20,485.88
114	ECONOMIC DEVELOPMENT	419.77
115	PARKSIDE #1	885.68
116	PARKSIDE #2	710.09
117	PARK PLAZA NORTH	655.71

GRAND TOTAL: 66,283.66

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ACE IMAGEWEAR	FIRST AID KIT DELIVERY	GENERAL	GOVERNMENT ADMINISTRAT	28.22
	FIRST AID KIT DELIVERY	GENERAL	PARKS, RECREATION & CE	56.44
	FIRST AID KIT DELIVERY	GENERAL	STREET & STORMWATER	28.21
	FIRST AID KIT DELIVERY	ELECTRIC	ELECTRIC PRODUCTION	14.11
	FIRST AID KIT DELIVERY	ELECTRIC	ELECTRIC DISTRIBUTION	7.05
	FIRST AID KIT DELIVERY	GAS	GAS	7.05
	FIRST AID KIT DELIVERY	SANITATION	SANITATION	7.05
	FIRST AID KIT DELIVERY	WASTEWATER	WASTEWATER	28.21
	FIRST AID KIT DELIVERY	WATER	WATER	14.11
	FIRST AID KIT DELIVERY	WATER	WATER	7.05
			TOTAL:	197.50
AMAZON	DESK TAPE DISPENSER/STAPLE	LIBRARY	LIBRARY	34.69
	DESK TAPE DISPENSER/STAPLE	LIBRARY	LIBRARY	13.10
	DESK TAPE DISPENSER/STAPLE	LIBRARY	LIBRARY	8.28
	HAND TOWEL 16 PACKS	LIBRARY	LIBRARY	46.18
	COPY PAPER/FILAMENT TAPE	LIBRARY	LIBRARY	37.79
	HOSE REEL	LIBRARY	LIBRARY	69.99
			TOTAL:	210.03
ANIXTER, INC.	BRACKET STANDOFF 2 WAY	ELECTRIC	ELECTRIC DISTRIBUTION	1,321.00
			TOTAL:	1,321.00
ARLAN COMPANY, INC.	SPIKED PITCHING RUBBER	GENERAL	PARKS, RECREATION & CE	79.00
			TOTAL:	79.00
B & W CUSTOM TRUCK BEDS INC	RECEIVER HITCH SILENCER	GENERAL	STREET & STORMWATER	70.00
			TOTAL:	70.00
BATS ON DECK	HELMET (100) FOOTBALL(8) BEL	GENERAL	PARKS, RECREATION & CE	1,122.00
			TOTAL:	1,122.00
CORE & MAIN LP	INLINE GRATE (4TH/OAK)	GENERAL	STREET & STORMWATER	1,735.00
			TOTAL:	1,735.00
D & S SANITATION LLC	SOCCER FIELD/CAMP HOST TOI	GENERAL	PARKS, RECREATION & CE	200.00
			TOTAL:	200.00
DC & B SUPPLY INC	TRANSITION THREADED	GAS	GAS	769.01
			TOTAL:	769.01
DIGITAL CONNECTIONS, INC.	POLICE COPIES	PUBLIC SAFETY	POLICE DEPARTMENT	18.40
			TOTAL:	18.40
DOLLAR GENERAL CORPORATION	WATER (BOIL ADVISORY)	GENERAL	GOVERNMENT ADMINISTRAT	11.50
	JANITORIAL SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	31.94
	JANITORIAL SPLIT	GENERAL	COMMUNITY DEVELOPMENT	8.19
	JANITORIAL SPLIT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	0.82
			TOTAL:	52.45
ENCORE ENERGY SERVICES, INC	SWAP STATMENT JULY	GAS	GAS	3,332.90
			TOTAL:	3,332.90
FAB CREATIVE SERVICES, LLC	FULL PAGE AD FALL 2025	TOURISM	TOURISM	451.25
			TOTAL:	451.25

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
FIDELIS ENERGY GROUP, LLC	IFERC SSC 2025 07 GAS PUR GAS		GAS	14,203.37_
			TOTAL:	14,203.37_
FOLEY INDUSTRIES	PUMP - ROLLER	GENERAL	STREET & STORMWATER	44.33
	FILTER FUEL - ROLLER	GENERAL	STREET & STORMWATER	18.00_
			TOTAL:	62.33
GARNETT HOME CENTER	HOUSING SPLIT	PARKSIDE #1	PARKSIDE #1	735.68
	HOUSING SPLIT	PARKSIDE #2	PARKSIDE #2	560.09
	HOUSING SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	505.71_
			TOTAL:	1,801.48
GARNETT ROTARY	K KING DUES 2023-2025	PUBLIC SAFETY	POLICE DEPARTMENT	360.00_
			TOTAL:	360.00_
GROEBNER & ASSOCIATES, INC.	REDUCER DRILL (2)	GAS	GAS	22.20_
			TOTAL:	22.20
HAWKINS, INC.	SODIUM PERMANGANATE	WATER	WATER	4,191.24
	AQUA HAWK	WATER	WATER	3,015.00
	CHEMICALS	WATER	WATER	12,693.50_
			TOTAL:	19,899.74
JONES, BRANDON L	AUGUST DOCKET	GENERAL	GOVERNMENT ADMINISTRAT	1,300.00_
			TOTAL:	1,300.00
JRK PORTABLE WELDING	2YD 3YD REPAIR/PAINT BUILD SANITATION		SANITATION	2,825.00_
			TOTAL:	2,825.00
LEAGUE OF KANSAS MUNICIPALITIES	2025 CONF/TRAVIS	GENERAL	GOVERNMENT ADMINISTRAT	275.00
	2025 CONF/DARIN W	GENERAL	COMMUNITY DEVELOPMENT	275.00
	2025 CONF/JESSICA	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	400.00_
			TOTAL:	950.00
LEO'S AUTO SUPPLY, INC.	ACC ADAPTER	GENERAL	STREET & STORMWATER	16.95_
			TOTAL:	16.95
NAVRAT'S	PAPER ORDER SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	265.11
	PAPER ORDER SPLIT	GENERAL	COMMUNITY DEVELOPMENT	106.97
	PAPER ORDER SPLIT	GENERAL	PARKS, RECREATION & CE	32.57
	PAPER ORDER SPLIT	GENERAL	STREET & STORMWATER	9.30
	PAPER ORDER SPLIT	GAS	GAS	9.30
	PAPER ORDER SPLIT	SANITATION	SANITATION	9.30
	PAPER ORDER SPLIT	WASTEWATER	WASTEWATER	9.30
	PAPER ORDER SPLIT	WATER	WATER	9.30
	PAPER ORDER SPLIT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	13.95_
			TOTAL:	465.10
OLATHE WINWATER WORKS CO.	K81D HYD EXT	WATER	WATER	430.00_
			TOTAL:	430.00
PIONEER RESEARCH	BLAST TOWER	ELECTRIC	ELECTRIC PRODUCTION	1,078.72_
			TOTAL:	1,078.72
PITNEY BOWES PURCHASE POWER	PURCHSAE JUL-AUG	GENERAL	GOVERNMENT ADMINISTRAT	1,439.00
	PURCHASE JUL-AUG	GENERAL	COMMUNITY DEVELOPMENT	958.83

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	PURCHSAE JUL-AUG	PUBLIC SAFETY	POLICE DEPARTMENT	2.17_
			TOTAL:	2,400.00
PROFESSIONAL TURF PRODUCTS	PULLEY-IDLER FLAT	GENERAL	PARKS, RECREATION & CE	78.87_
			TOTAL:	78.87
RD SERVICES	MOWING/LANDSCAP/CLEANUP	PARKSIDE #1	PARKSIDE #1	150.00
	MOWING/LANDSCAP/CLEANUP	PARKSIDE #2	PARKSIDE #2	150.00
	MOWING/LANDSCAP/CLEANUP	PARK PLAZA NORTH	PARK PLAZA NORTH	150.00_
			TOTAL:	450.00
ROD'S AUTO REPAIR & CUSTOM EXHAUST	2013 TAHOE BLWER MTR	PUBLIC SAFETY	FIRE DEPARTMENT	183.28_
			TOTAL:	183.28
RYAN WALTER DBA	JULY PEST CONTROL	GENERAL	GOVERNMENT ADMINISTRAT	5.00
	JULY PEST CONTROL	GENERAL	COMMUNITY DEVELOPMENT	5.00
	JULY PEST CONTROL	GENERAL	COMMUNITY DEVELOPMENT	15.00
	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
	JULY PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	JULY PEST CONTROL	GENERAL	STREET & STORMWATER	15.00
	JULY PEST CONTROL	AIRPORT	MUNICIPAL AIRPORT	30.00
	JULY PEST CONTROL	LIBRARY	LIBRARY	30.00
	JULY PEST CONTROL	PUBLIC SAFETY	FIRE DEPARTMENT	30.00
	JULY PEST CONTROL	PUBLIC SAFETY	POLICE DEPARTMENT	15.00
	JULY PEST CONTROL	ELECTRIC	ELECTRIC PRODUCTION	15.00
	JULY PEST CONTROL	ELECTRIC	ELECTRIC DISTRIBUTION	7.50
	JULY PEST CONTROL	GAS	GAS	7.50
	JULY PEST CONTROL	SANITATION	SANITATION	7.50
	JULY PEST CONTROL	WATER	WATER	7.50
	JULY PEST CONTROL	WATER	WATER	15.00
	JULY PEST CONTROL	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	5.00_
			TOTAL:	330.00
SNAP-ON CREDIT LLC	AUGUST FEES	GENERAL	STREET & STORMWATER	46.75_
			TOTAL:	46.75
ST LUKES HEALTH SYSTEM	HEATHER CARPENTER HC DRUG	GENERAL	PARKS, RECREATION & CE	138.00_
			TOTAL:	138.00
STIFTER, TYLER	JULY MOWING	LIBRARY	LIBRARY	250.00_
			TOTAL:	250.00
TG TECHNICAL SERVICES, LLC	TG TECH FIELD CALIBRATION	PUBLIC SAFETY	FIRE DEPARTMENT	195.00_
			TOTAL:	195.00
UTILITY SAFETY AND DESIGN, INC.	207 W 7TH LINE REPLACMENT	GAS	GAS	140.00
	345 N PINE INSTALL INSPEC	GAS	GAS	210.00
	219 E 13TH LEAK REPAIR	GAS	GAS	140.00
	116 W 5TH SERV ABANDONMT	GAS	GAS	302.91
	JULY OPERATING AGREEMENT	GAS	GAS	8,200.00_
			TOTAL:	8,992.91
WHITAKER AGGREGATES, INC.	PARK RD DRIVEWAY	GENERAL	STREET & STORMWATER	76.71
	STOCK CRUSHER RUN	GENERAL	STREET & STORMWATER	65.53

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	GRAVEL CONCRETE PLANT	WATER	WATER	50.96
	GRAVEL CONCRETE PLANT	WATER	WATER	52.22
			TOTAL:	245.42

===== FUND TOTALS =====

101	GENERAL	8,677.42
102	AIRPORT	30.00
104	LIBRARY	490.03
105	PUBLIC SAFETY	803.85
107	TOURISM	451.25
109	ELECTRIC	2,443.38
110	GAS	27,344.24
111	SANITATION	2,848.85
112	WASTEWATER	37.51
113	WATER	20,485.88
114	ECONOMIC DEVELOPMENT	419.77
115	PARKSIDE #1	885.68
116	PARKSIDE #2	710.09
117	PARK PLAZA NORTH	655.71

GRAND TOTAL: 66,283.66
