

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, February 24, 2009**  
**7:00 PM**

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**CALL TO ORDER BY THE MAYOR:**

- a. Invocation (Kevin Arensman, First Christian Church)
- b. Flag Salute Led by the Mayor
- c. Public Input

**CONSENT AGENDA:**

- a. Approval of the February 10th, 2009, Special City Commission Meeting minutes.
- b. Approval of the February 10th, 2009, City Commission Meeting minutes.
- c. Approval of the February 17th, 2009, Special City Commission Meeting minutes.
- d. Approval of an Order vacating a portion of the east-west alley beginning at the east right-of-way line of Broadway Avenue and extending east a distance of 142 feet to the west line of the north-south alley; said vacation is located adjacent to Lots 1 through 6, and Lot 26, in Block 1 of the College Park Addition to the City of Pittsburg, Crawford County, Kansas. (Request of PSU.)
- e. Approval of Change Order No. 3 reflecting a deduct of \$26,397.00 making a new contract construction amount of \$1,676,922.69 and final payment to LaForge and Budd Construction Co., of Parsons, Kansas, in the amount of \$163,005.33 for the Stormwater Drainage Improvements Project 1A.
- f. Approval of Change Order No. 23 reflecting an increase of \$1,823.28 making a new contract construction amount of \$6,773,892.31 for the Police/Courts Facility.
- g. Approval of staff recommendation to award the bid for dry cleaning services for the police and fire department to A+ Cleaners and Laundry based on their combined low bid of \$1.75 per shirt, \$1.75 per pant, and \$.90 per coat for the period of March 1, 2009 through February 28, 2010.

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- h. Approval of staff request to submit an Emergency Shelter Grant to Kansas Housing Resource Corp. for an amount of \$105,400 in partnership with SEK-CAP, Inc. for the purpose of continued funds for operation of the Choices Homeless Shelter.
- i. Approval of loan forgiveness for Stockade Brands, Inc., for years 1 and 2 (\$20,833.33 each year, for a total of \$41,666.66), based on the company meeting the employment criteria as outlined in the original loan agreement.
- j. Approval of the recommendation of the Economic Development Advisory Committee (EDAC) to grant 2009 tax abatement renewals to Martinous Produce, Pitsco, Pitt Plastics, and Names and Numbers.
- k. Approval of the Appropriation Ordinance for the period ending February 25, 2009, subject to the release of HUD expenditures when funds are received.  
**ROLL CALL VOTE.**

**SPECIAL PRESENTATION:**

- a. **SMOKING BAN** - Kim Wilson and Cathy Newby will be present to urge Commissioners to declare Pittsburg as a smoke-free City.

**CONSIDER THE FOLLOWING:**

- a. **ZINC SMELTING UPDATE** - Dr. John Bailey will provide the Commission with an updated history of zinc smelting operations in the area. **Take that action deemed appropriate.**
- b. **POTENTIAL ECONOMIC STIMULUS PROJECTS** - City staff is requesting City Commission approval of potential economic stimulus projects to be submitted for funding. **Approve or disapprove staff request.**

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- c. **FAA GRANT OFFER - UPDATE AIRPORT MASTER PLAN AND AIRPORT LAYOUT PLAN** - Staff is recommending acceptance of a Grant Offer from the FAA in the amount of \$123,693.00 for an update to the Airport Master Plan and Airport Layout Plan. **Approve or disapprove recommendation and, if approved, authorize the City Manager to sign the Grant Acceptance on behalf of the City.**
  
- d. **DANCE HALL LICENSE RENEWAL - TORNADO LOUNGE** - Approval of the application submitted by Brian Stotler, to renew the Dance Hall License for Tornado Lounge. **Approve or disapprove application and, if approved, direct the City Clerk to issue the license.**
  
- e. **LOAN REQUEST - FAMILY RESOURCE CENTER** - Staff is recommending approval of a 4-year, 0-percent RLF loan in the amount of \$395,000 to the Family Resource Center with the following conditions: cleared land located at 1700 N. Locust be given to the City of Pittsburg, The Center maintains or increases a minimum of \$1.5 million in external grants and income, maintains or increases employment and children served, and that the City receives a pledge of 10,000 square feet within the building at 1600 N. Walnut from The Center as collateral during the four-year RLF term. **Approve or disapprove staff recommendation and, if approved, direct the Mayor to sign the appropriate documents.**

**NON-AGENDA REPORTS & REQUESTS:**

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE SPECIAL MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
February 10<sup>th</sup>, 2009

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A Special Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, February 10<sup>th</sup>, 2009, in the City Commission Room, City Hall, with Mayor Pamela Henderson presiding and the following members present: Marty Beezley, Rudy Draper, Patrick O'Bryan and William H. Rushton.

EXECUTIVE SESSION - On motion of Draper, seconded by O'Bryan, the Governing Body recessed into Executive Session not to exceed 90 minutes for discussion regarding personnel matters of non-elected personnel. Motion carried.

The Governing Body recessed into Executive Session at 5:31 p.m.

The Governing Body reconvened into Special Session at 6:51 p.m.

Mayor Henderson announced that no decisions were made and no votes were taken during the Executive Session.

ADJOURNMENT: On motion of O'Bryan, seconded by Draper, the Governing Body adjourned the meeting at 6:51 p.m.

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Pamela Henderson, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Nagel, City Clerk

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
February 10<sup>th</sup>, 2009

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A Regular Session of the Board of Commissioners was held at 7:00 p.m., Tuesday, February 10<sup>th</sup>, 2009, in the City Commission Room, City Hall, with Mayor Pamela Henderson presiding and the following members present: Marty Beezley, Rudy Draper, Patrick O'Bryan, and William H. Rushton.

Mary Cash, Community of Christ, provided the invocation.

Webelo Scouts Pack #151 and Pack #81 led the flag salute.

Mayor Henderson proclaimed February 16<sup>th</sup> through February 23<sup>rd</sup>, 2009, as Boy Scout Week in Pittsburg.

Ralph McGeorge, 2301 North Rouse, requested the City Commission submit a letter of support for HB 2187 regarding gaming in the area. Staff indicated they would prepare a letter to be submitted.

PUBLIC INPUT –

Norma Tannehill, 807 East Quincy, indicated that she is concerned about tree limbs covering street signs and the lack of street signs on each street corner. She also suggested that the lettering on street signs be larger than they presently are.

APPROVAL OF MINUTES – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the minutes of the January 27<sup>th</sup>, 2009 Special City Commission Meeting as submitted. Motion carried.

APPROVAL OF MINUTES – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the minutes of the January 27<sup>th</sup>, 2009, City Commission Meeting as submitted. Motion carried.

APPROVAL OF MINUTES – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the minutes of the February 2<sup>nd</sup>, 2009, Special City Commission Meeting as submitted. Motion carried.

CHANGE ORDER No. 6 – LIBRARY ROOF REPAIR PROJECT – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Change Order No. 6 reflecting a deduct of \$750 making a new contract construction amount of \$58,628.75 for the Pittsburg Historic Library Roof Repair Project. Motion carried.

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
February 10<sup>th</sup>, 2009

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CHANGE ORDER No. 22 – POLICE/COURTS FACILITY – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Change Order No. 22 reflecting an increase of \$11,294.11 making a new contract construction amount of \$6,772,069.03 for the Police/Courts Facility. Motion carried.

FINAL PAYMENT – PEDESTRIAN/BICYCLE PATH – On motion of Beezley, seconded by O'Bryan, the Governing Body approved final payment to JRB Industries, Inc., of Parsons, Kansas, in the amount of \$21,038.62 for the Pedestrian/Bicycle Path on Joplin (Centennial to Ford) and on Centennial (Meadowbrook Mall to Knollview). Motion carried.

APPROPRIATION ORDINANCE – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the Appropriation Ordinance for the period ending February 11<sup>th</sup>, 2009, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Henderson, O'Bryan, and Rushton. Motion carried.

PUBLIC HEARING - REQUEST TO VACATE – Following Public Hearing, on motion of O'Bryan, seconded by Draper, the Governing Body approved the request submitted by Pittsburg State University to vacate a portion of the east-west alley beginning at the east right-of-way line of Broadway Avenue and extending east a distance of 142 feet to the west line of the north-south alley; said vacation is located adjacent to Lots 1 through 6, and Lot 26, in Block 1 of the College Park Addition to the City of Pittsburg, Crawford County, Kansas, and directed staff to prepare the necessary Order. Motion carried.

Lura Patrick, 120 East Lindburg, spoke in opposition to the alley vacation request submitted by Pittsburg State University. She expressed concern with the loss of parking and safety as reasons for her opposition.

23<sup>rd</sup> STREET OVERPASS BIKE TRAIL – On motion of Beezley, seconded by Draper, the Governing Body approved the request of The Parks & Recreation to begin the transformation of the area commonly known as the 23<sup>rd</sup> Street dumps into the 23<sup>rd</sup> Street Bike Park. Motion carried.

REPAIR OF PARKS & RECREATION BUCKET TRUCK – On motion of O'Bryan, seconded by Draper, the Governing Body approved the request of the Parks & Recreation Department to allow repair work to be done to the bucket truck that is used throughout the City to trim and remove trees at the cost of approximately \$21,300. Motion carried.

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
February 10<sup>th</sup>, 2009

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AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT – On motion of Draper, seconded by Beezley, the Governing Body approved an amendment to the professional services agreement with Williams Spurgeon Kuhl & Freshnock Architects, Inc. to allow additional design services (in the amount of \$5,750) associated with adding a new east entrance to the Pittsburg Public Library, authorized staff to work with Westar to move the transformer, and authorized the Mayor to sign the amendment on behalf of the City. Motion carried.

Library Director Pat Clement indicated that the Library Board has funding available for this project.

DISPOSITION OF BIDS - NORTH BROADWAY RESURFACING – On motion of O'Bryan, seconded by Beezley, the Governing Body approved the lone bid submitted by Heckert Construction Co., Inc., of Pittsburg, Kansas, in the amount of \$167,873.89 for the North Broadway Resurfacing Project, 8th Street to 11<sup>th</sup> Street, and authorized the Mayor to execute the contract documents once they are prepared. Motion carried.

NATIONAL GUARD ARMORY – On motion of Draper, seconded by Rushton, the Governing Body authorized staff to accept the former National Guard Armory property located at 1506 North Walnut and authorized the transfer of ownership of the property to the City of Pittsburg. Motion carried.

Commissioner O'Bryan suggested the City consider selling the building to return it to the tax rolls.

SECURITY INFRASTRUCTURE - LAW ENFORCEMENT CENTER – On motion of Beezley, seconded by Draper, the Governing Body approved the quotes received for the purchase of hardware, support, and professional services for the Security Infrastructure at the new Law Enforcement Center as follows: Alexander Open Systems (AOS) in the amount of \$43,868.85; CDWG, Inc. in the amount of \$1,000; Dell, Inc. in the amount of \$3,000; and Washington Electronics in the amount of \$2,100.00, for a total purchase price of \$49,968.85, and directed staff to issue the necessary purchase orders. Motion carried.

#### NON-AGENDA REPORTS AND REQUESTS:

DISPOSITION OF USED COMPUTER EQUIPMENT - On motion of Draper, seconded by Beasley, the Governing Body granted Interim City Manager permission to dispose of used computer equipment at the recycling center. Motion carried.

AIRPORT FUEL SALES – Commissioner Marty Beezley requested that the sale of fuel at the airport be discussed at an upcoming Commission Meeting.

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
February 10<sup>th</sup>, 2009

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ADJOURNMENT: On motion of O'Bryan, seconded by Draper, the Governing Body adjourned the meeting at 7:57 p.m. Motion carried.

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Pamela Henderson, Mayor

ATTEST:

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Tammy Nagel, City Clerk

OFFICIAL MINUTES  
OF THE SPECIAL MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
February 17<sup>th</sup>, 2009

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A Special Session of the Board of Commissioners was held at 5:00 p.m., Tuesday, February 17<sup>th</sup>, 2009, in the City Commission Room, City Hall, with Mayor Pamela Henderson presiding and the following members present: Marty Beezley, Rudy Draper, Patrick O'Bryan and William H. Rushton.

EXECUTIVE SESSION - On motion of Draper, seconded by Rushton, the Governing Body recessed into Executive Session not to exceed 180 minutes for discussion regarding the confidential affairs of two corporations and discussion regarding personnel matters of non-elected personnel. Motion carried.

The Governing Body recessed into Executive Session at 5:12 p.m.

The Governing Body reconvened into Special Session at 7:55 p.m.

Mayor Henderson announced that no decisions were made and no votes were taken during the Executive Session.

ADJOURNMENT: On motion of Draper, seconded by Rushton, the Governing Body adjourned the meeting at 7:55 p.m.

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Pamela Henderson, Mayor

ATTEST:

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Tammy Nagel, City Clerk

**ORDER VACATING PORTION OF ALLEY**

**AN ORDER**, vacating a portion of the east-west alley beginning at the east right-of-way line of Broadway Avenue and extending east a distance of 142 feet to the west line of the north-south alley; said vacation is located adjacent to Lots 1 through 6, and Lot 26, in Block 1 of the College Park Addition to the City of Pittsburg, Crawford County, Kansas.

**WHEREAS**, Notice has been duly given that the Governing Body would hold a public hearing to consider a Petition to vacate that portion of the alley hereinafter described, with notice being published in the Morning Sun on January 20, 2009, pursuant to K.S.A. 12-505;

**WHEREAS**, said public hearing was held on February 10, 2009 with no adjoining property owner appearing in opposition to the Petition;

**WHEREAS**, no private rights will be injured or endangered by the vacation, the public will suffer no loss or inconvenience thereby, and the Petition shall be granted;

**WHEREAS**, no written objection to the Petition has been filed by any owner or adjoining party who would have been a proper party to the Petition; and

**WHEREAS**, it is by the Governing Body of the City of Pittsburg, Kansas, deemed expedient and in the best interest of the City that the portion of the alley hereinafter described be vacated.

**NOW, THEREFORE, BE IT ORDERED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS.**

**Section 1:** That the portion of the east-west alley beginning at the east right-of-way line of Broadway Avenue and extending east a distance of 142 feet to the west line of the north-south alley; said vacation is located adjacent to Lots 1 through 6, and Lot 26 in Block 1 of the College Park Addition to the City of Pittsburg, Crawford County, Kansas, is hereby vacated.

**Section 2:** The land comprising that portion of the alley hereby vacated and closed shall revert to the adjoining owners of land in the same proportion as when originally taken.

**Section 3:** The City of Pittsburg reserves to itself and other public utilities the right to enter upon the portions of the alley hereby vacated for the purpose of constructing, maintaining, operating, repairing, and replacing public utility lines and pipes.

**Section 4:** Upon the execution of this Order, the City Clerk shall certify true copies thereof and send one copy to the office of the County Clerk and also a certified copy thereof to the office of the Register of Deeds for recording as provided by K.S.A. 12-505.

**SO ORDERED AND PASSED** the 24<sup>th</sup> day of February, 2009.

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Mayor – Pamela Henderson

ATTEST:

\_\_\_\_\_  
City Clerk - Tammy Nagel

(SEAL)



## Interoffice Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

**FROM:** WILLIAM A. BEASLEY  
Director of Public Works

**DATE:** February 9, 2009

**SUBJECT:** Agenda Item – February 24, 2009  
Final Payment and Change Order No. 3  
Stormwater Drainage Improvements Project 1A

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All work on the above-referenced project has been completed and the contractor, LaForge & Budd Construction Company, is now requesting final payment. Attached are the necessary documents to final out this project. Pay estimates were prepared during the course of the project to cover the work that was completed by the contractor. The remaining amount now due the contractor for payment is \$163,005.33.

Also, attached is Change Order No. 3 reflecting a deduct of \$26,397.00, making a new contract construction amount of \$1,676,922.69. The changes reflected in this change order are quantity changes to reflect final as-built quantities. Most of the large deduction in as-built quantities is the result of Change Order No. 2 when the City Commission authorized new curb and guttering on the east side of Joplin Street, and allowed the City's Street Division to rebuild the entire street within the project area. This made it unnecessary to pour seven inches of concrete base under the portion of Joplin Street that was disturbed.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 24, 2009. Action necessary will be approval or disapproval of Change Order No. 3 and the Final Payment Due Contractor in the amount of \$163,005.33.

Attachment: Change Order No. 3 and Final Payment Documents

cc: Tammy Nagel, City Clerk  
Jon B. Garrison, Director of Finance & Administration  
Project File  
Memo File

## REQUEST FOR PAYMENT

From: LaForge and Budd Construction Co.  
 P.O. Box 833  
 Parsons, KS 67357-0831

To: Pittsburg; City of  
 P.O. Box 688  
 Pittsburg, KS 66762

Invoice: 800100008 (Final)  
 Draw: 0800100008  
 Invoice date: 1/21/2009  
 Period ending date: 1/21/2009

Contract For:

**Request for payment:**

Original contract amount	\$1,637,998.10	
Approved changes	\$38,924.59	
Revised contract amount		\$1,676,922.69
Contract completed to date		\$1,676,922.69
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less retainage	\$0.00	
Total completed less retainage		\$1,676,922.69
Less previous requests	\$1,513,917.36	
Current request for payment		\$163,005.33
Current billing		\$77,839.35
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	-\$85,165.98	
Current amount due		\$163,005.33
Remaining contract to bill	\$0.00	

Project: 08-001  
 Storm Drainage Improvements  
 Contract date: 2/12/2008  
 Architect: Ronnie Williams  
 Scope:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	130,643.18	-65,321.59
Total approved this Month	58,514.00	-84,911.00
<b>TOTALS</b>	<b>189,157.18</b>	<b>-150,232.59</b>
<b>NET CHANGES by Change Order</b>	<b>38,924.59</b>	

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Pittsburg; City of relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: LaForge and Budd Construction Co.  
 By: *Patrick T. LaForge*  
 Patrick T. LaForge, President  
 Date: January 23, 2009

State Of Kansas County Of Labette  
 Subscribed and sworn to before me this 23 day of January, 2009  
 Notary Public J. Dianne Thorpe *J. Dianne Thorpe*  
 My commission expires: 08/08/09



## REQUEST FOR PAYMENT DETAIL

Project: 08-001 / Storm Drainage Improvements

Invoice: 800100008

Draw: 0800100008

Period Ending Date: 1/21/2009

Detail Page 2 of 5 Pages

Item ID	Description	Unit of Measure	CONTRACTED			CURRENT		TOTAL TO DATE		Units to Finish
			Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
1	Mobilization/Demobilization	LS	1.00	125,000.00	125,000.00	0.10	12,500.00	1.00	125,000.00	
2	Construction Staking	LS	1.00	10,000.00	10,000.00	0.00	33.32	1.00	10,000.00	0.00
3	Utility Test Pits	LS	1.00	300.00	300.00			1.00	300.00	
4	Construction Photographs	LS	1.00	2,000.00	2,000.00	0.50	1,000.00	1.00	2,000.00	
5	Temp Agg Surfacing (set)	CY	1.00	25.00	25.00			1.00	25.00	
6	12" PVC	LF	756.00	44.00	33,264.00			756.00	33,264.00	
7	12" Ductile Iron Pipe	LF	80.00	80.00	6,400.00			80.00	6,400.00	
8	Femco or Equivalent Connector	EA	1.00	200.00	200.00			1.00	200.00	
9	4' Dia Precast MH, 7' Deep	EA	1.00	2,800.00	2,800.00			1.00	2,800.00	
10	4' Dia Precast MH, 8' Deep	EA	1.00	2,900.00	2,900.00			1.00	2,900.00	
11	4' Dia Precast MH, 6' Deep	EA	1.00	3,000.00	3,000.00			1.00	3,000.00	
12	4' Dia Precast MH, 9' Deep	EA	1.00	3,500.00	3,500.00			1.00	3,500.00	
13	5' Dia Precast MH, 6.5' Deep	EA	1.00	3,600.00	3,600.00			1.00	3,600.00	
14	Excavation	CY	9,004.00	2.00	18,008.00			9,004.00	18,008.00	
15	Compacted Backfill	CY	2,592.00	10.00	25,920.00			2,592.00	25,920.00	
16	Pipe Bedding	CY	3,824.00	20.00	76,480.00			3,824.00	76,480.00	
17	6'x6' Precast Junct Box, 7.5'	EA	1.00	5,000.00	5,000.00			1.00	5,000.00	
18	5'x3' Curb Inlet, 4'-6' Deep	EA	24.00	4,100.00	98,400.00			24.00	98,400.00	
19	5'x3' Curb Inlet, 6'-9' Deep	EA	4.00	4,600.00	18,400.00			4.00	18,400.00	
20	5'x4' Curb Inlet, 6'-9' Deep	EA	1.00	4,700.00	4,700.00			1.00	4,700.00	
21	8'x3' Curb Inlet, 4'-6' Deep	EA	3.00	4,100.00	12,300.00			3.00	12,300.00	
22	8'x4' Curb Inlet, 4'-6' Deep	EA	4.00	4,300.00	17,200.00			4.00	17,200.00	
23	8'x4' Curb Inlet, 6'-9' Deep	EA	1.00	5,100.00	5,100.00			1.00	5,100.00	
24	11'x4' Curb Inlet, 4'-6' Deep	EA	2.00	5,600.00	11,200.00			2.00	11,200.00	
25	11'x4' Curb Inlet, 6'-9' Deep	EA	5.00	6,200.00	31,000.00			5.00	31,000.00	
26	11'x5' Curb Inlet, 6'-9' Deep	EA	1.00	9,100.00	9,100.00			1.00	9,100.00	
27	5'x4' Distribution Slab	EA	1.00	9,000.00	9,000.00			1.00	9,000.00	
28	5'x4' Bulk Head	EA	1.00	4,000.00	4,000.00			1.00	4,000.00	
29	8'x4' Distribution Slab	EA	1.00	10,000.00	10,000.00			1.00	10,000.00	
30	8'x4' Wing Wall Section	EA	1.00	13,500.00	13,500.00			1.00	13,500.00	
31	Concrete Pipe Collar	EA	1.00	1,200.00	1,200.00			1.00	1,200.00	
32	15" Reinforced Concrete Pipe	LF	491.00	70.00	34,370.00	19.00	1,329.77	491.00	34,370.00	
33	18" Reinforced Concrete Pipe	LF	155.00	64.00	9,920.00	5.00	320.00	155.00	9,920.00	

## REQUEST FOR PAYMENT DETAIL

Project: 08-001 / Storm Drainage Improvements

Invoice: 800100008

Draw: 0800100008

Period Ending Date: 1/21/2009

Detail Page 3 of 5 Pages

Item ID	Description	Unit of Measure	CONTRACTED			CURRENT		TOTAL TO DATE		Units to Finish
			Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
34	21" Reinforced Concrete Pipe	LF	82.00	70.00	5,740.00	18.00	1,260.00	82.00	5,740.00	
35	24" Reinforced Concrete Pipe	LF	163.00	71.00	11,573.00	9.00	639.00	163.00	11,573.00	
36	30" Reinforced Concrete Pipe	LF	682.00	72.00	49,104.00	11.00	792.00	682.00	49,104.00	
37	36" Reinforced Concrete Pipe	LF	96.00	130.00	12,480.00	6.00	780.00	96.00	12,480.00	
38	36" Arch Reinforced Conc Pipe	LF	82.00	150.00	12,300.00	8.00	1,200.00	82.00	12,300.00	
39	48" Reinforced Concrete Pipe	LF	58.00	160.00	9,280.00			58.00	9,280.00	
40	24" Reinforced Conc End Sec	EA	1.00	600.00	600.00	1.00	600.00	1.00	600.00	
41	21" 45 Deg Reinf Conc Bend	EA	1.00	800.00	800.00			1.00	800.00	
42	36" Reinf Conc Dbl Miter Bend	EA	2.00	1,000.00	2,000.00	1.00	1,000.00	2.00	2,000.00	
43	5'x4'-6'x4' Reinf Conc Bx Tran	EA	1.00	6,000.00	6,000.00			1.00	6,000.00	
44	5'x4' Reinf Concrete Box	LF	321.00	250.00	80,250.00			321.00	80,250.00	
45	6'x4'-8'x4' Reinf Conc Bx Tran	EA	1.00	6,000.00	6,000.00			1.00	6,000.00	
46	6'x4' Reinf Concrete Box	LF	1,078.00	275.00	296,450.00			1,078.00	296,450.00	
47	6'x4' Reinf Conc Box 22.5 Bend	EA	4.00	5,500.00	22,000.00			4.00	22,000.00	
48	8'x4' Reinf Concrete Box	LF	251.00	350.00	87,850.00			251.00	87,850.00	
49	8'x4' Reinf Conc Bx 22.5 Bend	EA	2.00	4,000.00	8,000.00			2.00	8,000.00	
50	Conc Plug/Future Conn. Stubs	EA	12.00	980.00	11,760.00			12.00	11,760.00	
51	Sod	SY	2,005.00	5.00	10,025.00	2,005.00	10,025.00	2,005.00	10,025.00	
52	Top Soil	CY	498.00	16.00	7,968.00	141.00	2,256.00	498.00	7,968.00	
53	Conc Curb/Gutter	LF	2,930.00	20.00	58,600.00			2,930.00	58,600.00	
54	Concrete Driveway	SY	471.00	50.00	23,550.00			471.00	23,550.00	
55	Concrete Sidewalk	SY	465.00	40.00	18,600.00			465.00	18,600.00	
56	Concrete Sidewalk Ramp	SY	292.00	90.00	26,280.00	83.00	7,470.00	292.00	26,280.00	
57	7" Concrete Base	SY	1,111.00	26.00	28,886.00	951.50	24,739.00	1,111.00	28,886.00	
58	6" Asphalt Base	SY	3,199.00	18.00	57,582.00	93.00	1,674.00	3,199.00	57,582.00	
59	Channel Excavation	CY	3,946.00	6.00	23,676.00	2,653.50	15,921.00	3,946.00	23,676.00	
60	Riprap	CY	110.00	50.00	5,500.00	30.00	1,500.00	110.00	5,500.00	
61	Clearing/Grubbing	AC	0.59	3,000.00	1,770.00			0.59	1,770.00	
62	Traffic Control	LS	1.00	17,000.00	17,000.00	0.00	56.68	1.00	17,000.00	0.00
63	Project Erosion Control	LS	1.00	8,000.00	8,000.00	0.00	26.68	1.00	8,000.00	0.00
64	Existing Pavement Removal	SY	4,249.00	3.00	12,747.00	0.00	0.01	4,249.00	12,747.00	
65	Variable Depth Pvmnt Milling	SY	4,811.00	3.10	14,914.10			4,811.00	14,914.10	
66	Existing Curb Inlet Removal	EA	8.00	1,000.00	8,000.00			8.00	8,000.00	

## REQUEST FOR PAYMENT DETAIL

Project: 08-001 / Storm Drainage Improvements

Invoice: 800100008

Draw: 0800100008

Period Ending Date: 1/21/2009

Detail Page 4 of 5 Pages

Item ID	Description	CONTRACTED				CURRENT		TOTAL TO DATE		Units to Finish
		Unit of Measure	Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
67	Existing StormSewer Pipe Rem	LF	227.00	50.00	11,350.00			227.00	11,350.00	
68	Sawcut Existing Pavement	LF	4,410.00	3.40	14,994.00	747.00	2,539.80	4,410.00	14,994.00	
69	Existing SanSewer MH Remova	EA	2.00	1,200.00	2,400.00			2.00	2,400.00	
70	Existing Driveway Removal	SY	368.00	17.00	6,256.00			368.00	6,256.00	
71	Existing Curb/Gutter Removal	LF	3,493.00	6.00	20,958.00			3,493.00	20,958.00	
72	Existing Sidewalk Removal	SY	692.00	6.00	4,152.00			692.00	4,152.00	
73	Soil Spoil	CY	10,358.00	2.00	20,716.00			10,358.00	20,716.00	
74	Seed/Mulch	AC	0.52	2,500.00	1,300.00	0.52	1,300.00	0.52	1,300.00	
75	Flowable Fill	CY	14.00	200.00	2,800.00	10.00	2,000.00	14.00	2,800.00	
76	Concrete Coring for Access Hol			675.00	0.00					
C205	Temp Agg Surfacing	CY	45.14	25.00	1,128.50	0.14	3.50	45.14	1,128.50	
C208	Fernco or Equivalent Connector	EA	3.00	200.00	600.00			3.00	600.00	
C214	Excavation	CY	114.81	2.00	229.61	-0.20	-0.39	114.81	229.61	
C215	Compacted Backfill	CY	114.81	10.00	1,148.06	-0.19	-1.94	114.81	1,148.06	
C216	Pipe Bedding	CY	114.81	20.00	2,296.11	-0.19	-3.89	114.81	2,296.11	
C251	Sod	SY	353.00	5.00	1,765.00	353.00	1,765.00	353.00	1,765.00	
C252	Top Soil	CY	39.00	16.00	624.00			39.00	624.00	
C253	Concr Curb/Gutter	LF	864.00	20.00	17,280.00			864.00	17,280.00	
C254	Concrete Driveway	SY	362.00	50.00	18,100.00			362.00	18,100.00	
C256	Concrete Sidewalk Ramp	SY	5.00	90.00	450.00			5.00	450.00	
C257	7" Concrete Base	SY	290.00	26.00	7,540.00	290.00	7,540.00	290.00	7,540.00	
C264	Existing Pavement Removal	SY	113.00	3.00	339.00			113.00	339.00	
C265	Variable Depth Pvmt Milling	SY	55.00	3.10	170.50			55.00	170.50	
C268	Sawcut Existing Pavement	LF	1,013.00	3.40	3,444.20	1,013.00	3,444.20	1,013.00	3,444.20	
C270	Existing Driveway Removal	SY	232.00	17.00	3,944.00			232.00	3,944.00	
C271	Existing Curb/Gutter Removal	LF	864.00	6.00	5,184.00	88.00	528.00	864.00	5,184.00	
C272	Existing Sidewalk Removal	SY	29.00	6.00	174.00			29.00	174.00	
C273	Soil Spoil	CY	114.81	2.00	229.61	-0.20	-0.39	114.81	229.61	
C276	Concr Coring/Access Hole		1.00	675.00	675.00			1.00	675.00	
C305	Temp Agg Surfacing		112.00	25.00	2,800.00	112.00	2,800.00	112.00	2,800.00	
C314	Excavation		130.00	2.00	260.00	130.00	260.00	130.00	260.00	
C316	Pipe Bedding		130.00	20.00	2,600.00	130.00	2,600.00	130.00	2,600.00	
C332	15" Reinforced Concrete Pipe		-17.00	70.00	-1,190.00	-17.00	-1,190.00	-17.00	-1,190.00	

## REQUEST FOR PAYMENT DETAIL

Project: 08-001 / Storm Drainage Improvements

Invoice: 800100008

Draw: 0800100008

Period Ending Date: 1/21/2009

Detail Page 5 of 5 Pages

Item ID	Description	CONTRACTED			CURRENT		TOTAL TO DATE		Units to Finish	
		Unit of Measure	Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity		Amount
C333	18" Reinforced Concrete Pipe		-5.00	64.00	-320.00	-5.00	-320.00	-5.00	-320.00	
C334	21" Reinforced Concrete Pipe		-18.00	70.00	-1,260.00	-18.00	-1,260.00	-18.00	-1,260.00	
C335	24" Reinforced Concrete Pipe		-15.00	71.00	-1,065.00	-15.00	-1,065.00	-15.00	-1,065.00	
C336	30" Reinforced Concrete Pipe		-11.00	72.00	-792.00	-11.00	-792.00	-11.00	-792.00	
C337	36" Reinforced Concrete Pipe		-7.00	130.00	-910.00	-7.00	-910.00	-7.00	-910.00	
C338	36" Arch Reinforced Concrete F		-9.00	150.00	-1,350.00	-9.00	-1,350.00	-9.00	-1,350.00	
C340	24" Reinforced Concrete End S		-1.00	600.00	-600.00	-1.00	-600.00	-1.00	-600.00	
C342	36" Reinforced Concrete Dbl Mi		-1.00	1,000.00	-1,000.00	-1.00	-1,000.00	-1.00	-1,000.00	
C351	Sod		-2,358.00	5.00	-11,790.00	-2,358.00	-11,790.00	-2,358.00	-11,790.00	
C352	Top Soil		-280.00	16.00	-4,480.00	-280.00	-4,480.00	-280.00	-4,480.00	
C353	Concrete Curb & Gutter		614.00	20.00	12,280.00	614.00	12,280.00	614.00	12,280.00	
C354	Concrete Driveway		71.00	50.00	3,550.00	71.00	3,550.00	71.00	3,550.00	
C355	Concrete Sidewalk		361.00	40.00	14,440.00	361.00	14,440.00	361.00	14,440.00	
C356	Concrete Sidewalk Ramp		-77.00	90.00	-6,930.00	-77.00	-6,930.00	-77.00	-6,930.00	
C357	7" Concrete Base		-1,241.00	26.00	-32,266.00	-1,241.00	-32,266.00	-1,241.00	-32,266.00	
C358	6" Asphalt Base		-93.00	18.00	-1,674.00	-93.00	-1,674.00	-93.00	-1,674.00	
C359	Channel Excavation		-1,539.00	6.00	-9,234.00	-1,539.00	-9,234.00	-1,539.00	-9,234.00	
C364	Existing Pavement Removal		1,850.00	3.00	5,550.00	1,850.00	5,550.00	1,850.00	5,550.00	
C368	Sawcut Existing Pavement		-1,760.00	3.40	-5,984.00	-1,760.00	-5,984.00	-1,760.00	-5,984.00	
C370	Existing Driveway Removal		-14.00	17.00	-238.00	-14.00	-238.00	-14.00	-238.00	
C371	Existing Curb & Gutter Removal		-88.00	6.00	-528.00	-88.00	-528.00	-88.00	-528.00	
C372	Existing Sidewalk Removal		163.00	6.00	978.00	163.00	978.00	163.00	978.00	
C373	Soil Spoil		125.00	2.00	250.00	125.00	250.00	125.00	250.00	
C374	Seed & Mulch		-0.52	2,500.00	-1,300.00	-0.52	-1,300.00	-0.52	-1,300.00	
C375	Flowable Fill		-10.00	200.00	-2,000.00	-10.00	-2,000.00	-10.00	-2,000.00	
C377	Headwall for 24" RCP		1.00	1,600.00	1,600.00	1.00	1,600.00	1.00	1,600.00	
C378	Project Seeding		1.00	6,790.00	6,790.00	1.00	6,790.00	1.00	6,790.00	
C379	Granular Base		206.00	36.00	7,416.00	206.00	7,416.00	206.00	7,416.00	

Totals					1,676,922.69		77,839.35		1,676,922.69	
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CONTRACTOR'S AFFIDAVIT  
RELEASE AND WAIVER OF MECHANIC'S LIEN

As an inducement to the City of Pittsburg, Kansas, to make payment of amounts now due to LaForge and Budd Construction Company, Inc, the general contractor on the following described project, and for other valuable consideration, receipt of which is acknowledged, the undersigned general contractor hereby waives and releases as to the following described project, any and all liens and rights to a lien under the laws of the State of Kansas for all labor or services performed on and all materials, supplies or other goods furnished to the following described project up to and including the following date: October 31, 2008 (Pay Estimate No. 7).

Project Description

City of Pittsburg, Kansas  
Storm Drainage Improvements Project 1A  
Project No. 42003

The undersigned general contractor acknowledges that all payments previously received on account of the described contract have been applied on account to discharge the general contractor's legitimate obligations associated with the above-referenced Pay Estimate.

Date 1/23/09

Company: LaForge & Budd Construction Co., Inc.

By: *Patrick T. LaForge*

Title: Patrick T. LaForge, President

State of Kansas

County of Labette

Acknowledged before me this 23rd day of January, 2009.

*J. Dianne Thorpe*  
Notary Public

My Appointment Expires: 08/08/2009





**CHANGE ORDER NO. 3**

Project Name Proj. 1A Stormwater Drainage Improvements B&McD Project No. 42003  
 Owner City of Pittsburg Kansas Client Project No. \_\_\_\_\_  
 Contractor LaForge & Budd Construction Company Contract No. 08-001

The below noted modifications to subject Contract are directed by Owner and accepted by Contractor:  
**Quantity changes to reflect final as-built quantities.**

No.	Item	Bid Price	As-Built Quantity	Cost
5	Temp. Agg. Surfacing (Set Price)	\$ 25.00	158	\$2,800.00
14	Excavation	\$ 2.00	9,249	\$260.00
16	Pipe Bedding	\$ 20.00	4,069	\$2,600.00
32	15" Reinforced Concrete Pipe	\$ 70.00	474.0	(\$1,190.00)
33	18" Reinforced Concrete Pipe	\$ 64.00	150.0	(\$320.00)
34	21" Reinforced Concrete Pipe	\$ 70.00	64.0	(\$1,260.00)
35	24" Reinforced Concrete Pipe	\$ 71.00	148.0	(\$1,065.00)
36	30" Reinforced Concrete Pipe	\$ 72.00	671.0	(\$792.00)
37	36" Reinforced Concrete Pipe	\$ 130.00	89.0	(\$910.00)
38	36" Arch Reinforced Concrete Pipe	\$ 150.00	73.0	(\$1,350.00)
40	24" Reinforced Conc. End Section	\$ 600.00	0	(\$600.00)
42	36" Reinforced Concrete Dbl Miter Bend (22.5° Each Bend)	\$ 1,000.00	1	(\$1,000.00)
51	Sod	\$ 5.00	0	(\$11,790.00)
52	Top Soil	\$ 16.00	257	(\$4,480.00)
53	Concrete Curb & Gutter	\$ 20.00	4,408	\$12,280.00
54	Concrete Driveway	\$ 50.00	904	\$3,550.00
55	Concrete Sidewalk	\$ 40.00	826	\$14,440.00
56	Concrete Sidewalk Ramp	\$ 90.00	220	(\$6,930.00)
57	7" Concrete Base	\$ 26.00	160	(\$32,266.00)
58	6" Asphalt Base	\$ 18.00	3,106	(\$1,674.00)
59	Channel Excavation	\$ 6.00	2,407	(\$9,234.00)
64	Existing Pavement Removal	\$ 3.00	6,212	\$5,550.00
68	Sawcut Existing Pavement	\$ 3.40	3,663	(\$5,984.00)
70	Existing Driveway Removal	\$ 17.00	586	(\$238.00)
71	Existing Curb & Gutter Removal	\$ 6.00	4,269	(\$528.00)
72	Existing Sidewalk Removal	\$ 6.00	884	\$978.00
73	Soil Spoil	\$ 2.00	10,598	\$250.00
74	Seed & Mulch	\$ 2,500.00	0.00	(\$1,300.00)
75	Flowable Fill	\$ 200.00	4.0	(\$2,000.00)
77	Headwall for 24" RCP	\$ 1,600.00	1	\$1,600.00
78	Project Seeding	\$ 6,790.00	1	\$6,790.00
79	Granular Base	\$ 36.00	206.0	\$7,416.00
			<b>TOTAL:</b>	<b>(\$26,397.00)</b>



050106 Form CSD-46

The modification noted above result an in **decrease of \$26,397.00** in Contract Price, the current Contract Price being:

Original Contract Price .....	\$ 1,637,998.10
Total net amount of all previous Change Orders .....	(+ or -) \$ +65,321.59
Total net amount of all previous variable quantity adjustments..	(+ or -) \$ 0.00
Total net amount of this Change Order.....	(+ or -) \$ -26,397.00
Current Contract Price Including this Change Order .....	\$ 1,676,922.69

The Contract Time shall be **unchanged**, the current Completion Date being:

Original Completion Date .....	11-Aug.-2008
Total net time adjustment of all previous Change Orders .....	(+ or -) +45 days
Total net time adjustment of this Change Order.....	(+ or -) 0 days
Current Completion Date including this Change Order.....	13-Oct.-2008

The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any consequential costs, delays or effects on unchanged work resulting therefrom.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

OWNER  
City of Pittsburg Kansas

CONTRACTOR  
LaForge & Budd Construction Company

By \_\_\_\_\_  
Date \_\_\_\_\_

By *Pat Harty*  
Date 1-9-09

The conditions of the Change Order are noted for compliance and payment.  
BURNS & McDONNELL

By *R. Williams*

Date 1/12/2009

RECEIVED

JAN 20 2009

LaForge and Budd

FINAL PAYMENT DUE CONTRACTOR

Date: January 15, 2009

PROJECT NO. STORM DRAINAGE IMPROVEMENTS PROJECT 1A

PETITION AUTHORIZED AMOUNT \$ \_\_\_\_\_

TEMPORARY NOTES AUTHORIZED \$ \_\_\_\_\_

CONTRACTOR: LaFORGE AND BUDD CONSTRUCTION CO.

ORIGINAL CONTRACT CONSTRUCTION AMOUNT..... \$1,637,998.10

Change Order No. 1 Dated 04-15-08 (show plus or minus)..... \$ - 0 - (Time Extension)

Change Order No. 2 Dated 06-09-08 (show plus or minus)..... \$ +65,321.59

Change Order No. 3 Dated 01-09-08 (show plus or minus)..... \$ -26,397.00

Change Order No. \_\_\_\_\_ Dated \_\_\_\_\_ (show plus or minus)..... \$ \_\_\_\_\_

Change Order No. \_\_\_\_\_ Dated \_\_\_\_\_ (show plus or minus)..... \$ \_\_\_\_\_

TOTAL CONSTRUCTION COST..... \$1,676,922.69

Less Previous Payments..... \$1,513,917.36

BALANCE DUE CONTRACTOR (FINAL PAYMENT)..... \$ 163,005.33

Accepted by: Patrick T. LaForge  
Contractor

Patrick T. LaForge, President

Date: 1/22/09

Submitted by: William A. Beasley  
William A. Beasley, Director of Public Works

Approved by: John D. VanGorden  
John D. VanGorden, Interim City Manager

Date of Approval by City Commission: \_\_\_\_\_



CONSIDER IT DONE

**CONSENT OF SURETY  
TO REDUCTION IN OR  
RELEASE OF RETAINAGE**

BOND NO. 674012516

**PROJECT:** Storm Drainage Improvements, Project 1A

**TO:** City of Pittsburg, KS  
201 W 4th  
Pittsburg, KS 66762

**CONTRACT FOR:** Construction  
**CONTRACT DATE:**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the Liberty Mutual Insurance Company, Surety on bond of Laforge & Budd Construction Company, Inc., Contractor, hereby approves the reduction in or partial release of retainage to the Contractor, as follows: Reduce Retainage to Zero Percent (0%)

The Surety agrees that such reduction in or partial or total release of retainage to the Contractor shall not relieve the Surety of any of its obligations to:

City of Pittsburg, KS, OWNER,  
as set forth in the said Surety's bond.

IN WITNESS WHEREOF, Liberty Mutual Insurance Company  
the Surety has hereunto set its hand this 22nd day of January, 2009.

ATTEST:  
*Martha R. Safelle*  
(SEAL)

Liberty Mutual Insurance Company  
Surety  
By: *Ashley Rose Gordon*  
Signature of Authorized Representative  
Ashley Rose Gordon, Atty-in-fact & Resident Agent  
Title

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

CLAUDIA J. NADEAU, STANLEY G. WILKERSON, S. MARK WILKERSON, MARTHA L. GILFILLAN, ASHLEY ROSE GORDON, ALL OF THE CITY OF TOPEKA, STATE OF KANSAS

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100 DOLLARS (\$ 50,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 2nd day of December 2005

LIBERTY MUTUAL INSURANCE COMPANY

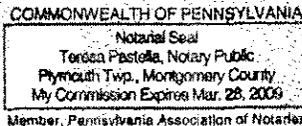
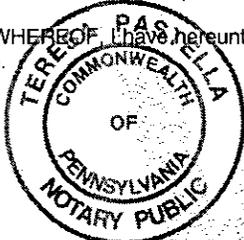
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 2nd day of December, 2005, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 22nd day of January, 2009.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



BOND NO. 674012516

CONSIDER IT DONE

TO: CITY CLERK  
CITY OF PITTSBURG  
PITTSBURG, KANSAS 86762

PROJECT: Storm Drainage Improvements, Project 1A

In accordance with the provisions of the Contract of the above Project, I/We hereby certify and swear that all subcontractors, vendors, persons or firms who have furnished labor or materials for the work, and all rentals of materials, equipment, or property used in connection with the work, and that all taxes have been paid in full or otherwise satisfied.

J. DIANNE THORPE  
Notary Public - State of Kansas  
My Appt. Expires 08-08-09

State of Kansas	Contractor
Labelle County	Laforge & Budd Construction Co., Inc.
On this 22 day of January 2009	By: <i>[Signature]</i>
before me, a Notary Public in and for the aforementioned County and State, personally appeared Patrick T. LaForge	Title: Patrick T. LaForge, President
to me known to be the technical person who executed the above statement.	Seal: (If Corporate)
<i>[Signature]</i> Notary Public	
My Commission Expires 08/08/09	

The Liberty Mutual Insurance Company, Surety Company on bond for the above project hereby approves the final payment to the Contractor, and agrees that the final payment shall not relieve the Surety Company of any of its obligations to the City of Pittsburg as set forth in the Surety Company's bond.

IN WITNESS this 22nd day of January, 2009

(SEAL):

Liberty Mutual Insurance Co.  
By: *[Signature]*  
Ashley Rose Gordon  
Signature of Authorized Representative

ATTORNEY-IN-FACT  
RESIDENT AGENT.

cc: Engineering Division

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **CLAUDIA J. NADEAU, STANLEY G. WILKERSON, S. MARK WILKERSON, MARTHA L. GILFILLAN, ASHLEY ROSE GORDON, ALL OF THE CITY OF TOPEKA, STATE OF KANSAS** .....

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100\*\*\*\*\*** DOLLARS (\$ **50,000,000.00\*\*\*\*\***) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 2nd day of December, 2005

LIBERTY MUTUAL INSURANCE COMPANY

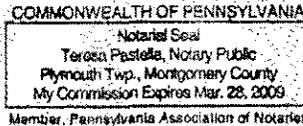
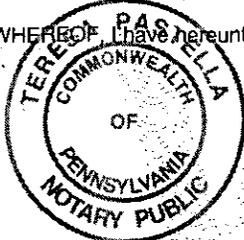


By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 2nd day of December, 2005, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 22nd day of January, 2009.



By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

Name of Entity to whom Project Exemption Certificate was Issued

201 W 4th St  
Street Address

Pittsburg  
City

KS  
State

66762  
Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under **Exemption Certificate Number** 0000006593, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(c), (d), (e), (xx), (aaa), (ccc), (iii), (qqq), (sss), (ttt), (uuu), (xxx) and (yyy) as amended.

LaForge and Budd Construction Co.  
Contractor / Subcontractor

P.O. Box 833  
P.O. Box and/or Street Number and Name

Parsons, Kansas 67357-0831  
City, State Zip

Patrick T. LaForge  
Signature and Title of Authorized Representative

1/22/09  
Date

Patrick T. LaForge, President

### INSTRUCTIONS

Upon completion of a tax exempt project, the contractor must furnish this certification to the exempt entity for which the work was performed. The exempt entity needs to retain this document in their files and record the actual date that the project was completed on-line at <https://www.kdor.org/taxcenter/>. All invoices must be retained by the contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue.



## Interoffice Memorandum

**TO:** CITY COMMISSION

**FROM:** JOHN D. VANGORDEN  
Interim City Manager

**DATE:** February 19, 2009

**SUBJECT:** Agenda Item – February 24, 2009  
Change Order No. 23  
Pittsburg Police/Courts Facility

---

Attached is Change Order No. 23 for the above-referenced project reflecting an increase of \$1,823.28 making a new contract construction amount of \$6,773,892.31.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 24, 2009. Action necessary will be approval or disapproval of this change order.

If you have any questions concerning this matter, please do not hesitate to contact me.

Attachment: Change Order No. 23

cc: Jon B. Garrison, Director of Finance & Administration  
Tammy Nagel, City Clerk  
Project File  
Memo File



# AIA Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address): Pittsburg Police/Courts Facility Pittsburg, Kansas	<b>CHANGE ORDER NUMBER:</b> 024 023 <b>DATE:</b> February 13, 2009	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address): Crossland Construction Company, Inc. 833 S. East Ave. P.O. Box 45 Columbus, KS 66725	<b>ARCHITECT'S PROJECT NUMBER:</b> 06074 <b>CONTRACT DATE:</b> October 12, 2007 <b>CONTRACT FOR:</b> General Construction	

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- Per Crossland's Change Order Request No. 53, dated 2/12/09 and WSKF's PR No. 23 to provide 2" conduit from upper roof to File Server's #2017:  
Add: \$1,823.28
- Total Change Order No. <sup>23</sup> ~~24~~ Add: \$1,823.28

The original Contract Sum was	\$ 6,650,000.00
The net change by previously authorized Change Orders	\$ <del>122,468.03</del> 122,069.03
The Contract Sum prior to this Change Order was	\$ <del>6,772,468.03</del> 6,772,069.03
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,823.28
The new Contract Sum including this Change Order will be	\$ <del>6,774,291.31</del> 6,773,892.31

The Contract Time will be unchanged by Zero ( 0 ) days.  
The date of Substantial Completion as of the date of this Change Order therefore is January 23, 2009

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Williams Spurgeon Kuhl & Freshnock Architects, Inc. <b>ARCHITECT</b> (Firm name)	Crossland Construction Company, Inc. <b>CONTRACTOR</b> (Firm name)	City of Pittsburg, Kansas <b>OWNER</b> (Firm name)
110 Armour Road, North Kansas City, Missouri 64116 <b>ADDRESS</b>	833 S. East Ave., P.O. Box 45, Columbus, KS 66725 <b>ADDRESS</b>	201 W. Fourth Street, Pittsburg, Kansas 66762 <b>ADDRESS</b>
 <b>BY</b> (Signature)	 <b>BY</b> (Signature)	<b>BY</b> (Signature)
RICK KUHL (Typed name)	MIKE BONHERT (Typed name)	(Typed name)
2.14.09 <b>DATE</b>	2.13.09 <b>DATE</b>	<b>DATE</b>

# CROSSLAND

CONSTRUCTION COMPANY, INC.

## Change Order Request

Detailed (with Breakdown of PCOs), Grouped by Each Number

**Pittsburg Public Safety Facilities - Police Station**  
 201 N. Pine Street  
 Pittsburg, KS 66762

**Project # 07KS12M1**  
 Tel: 620.230.0483 Fax: 620.230.0471

**Crossland Construction Company, Inc.**

**Change Order Request: 053**

**Date: 2/12/2009**

**To:** Rick Kuhl  
 Williams Spurgeon Kuhl & Freshnock  
 110 Armour Road  
 North Kansas City, MO 64116

**From:** Mike Bennett  
 Crossland Construction Company, Inc.  
 833 SE Avenue  
 PO Box 45  
 Columbus, KS 66725

Description	Category	Status
PR #23		Sent

Reference	Required By	Days Req	Amt Req
	2/13/2009	0	1,823.28

**Notes**

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
053	2/12/2009		1,823.28	0		
<b>Description</b>						
<b>Notes</b>						
PR #23						

Item No	Item Description	Amt Prop	Reference
2053-100100	CCC Supervision/Cleaning	328.00	
2053-100101	CCC OH/P	32.80	
2053-100102	Roof Jack Installation	100.00	
2053-100103	CCC OH/P	5.00	
2053-100104	Electrical Requirements	1,357.48	

Approved By:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Prolog Manager

Printed on: 2/12/2009 CM

Page 1 of 1



Williams  
Spurgeon  
Kuhl &  
Freshnock  
Architects, Inc.

110 Armour Road  
North Kansas City, Missouri 64116  
Tel. 816.300.4101  
Fax. 816.300.4102  
www.wskfarch.com

## PROPOSAL REQUEST

---

Architecture

Interior Design

Illustration

Planning

---

Proposal Request No.: Twenty Three (023)  
Date: February 12, 2008  
Project: Pittsburg Police/Courts Facility  
Pittsburg, Kansas  
Owner: City of Pittsburg, Kansas  
To: Mr. Mike Bennett  
Crossland Construction  
833 S. East Avenue  
Columbus, KS 66725  
Project No.: 06074  
Contract For: General Construction  
Contract Dated: October 12, 2007

---

Please submit an itemized quotation for changes in the Contract Sum and/or Contract Time, if any, for the proposed modifications to the Contract Documents described herein.

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THIS IS NOT A CHANGE ORDER, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

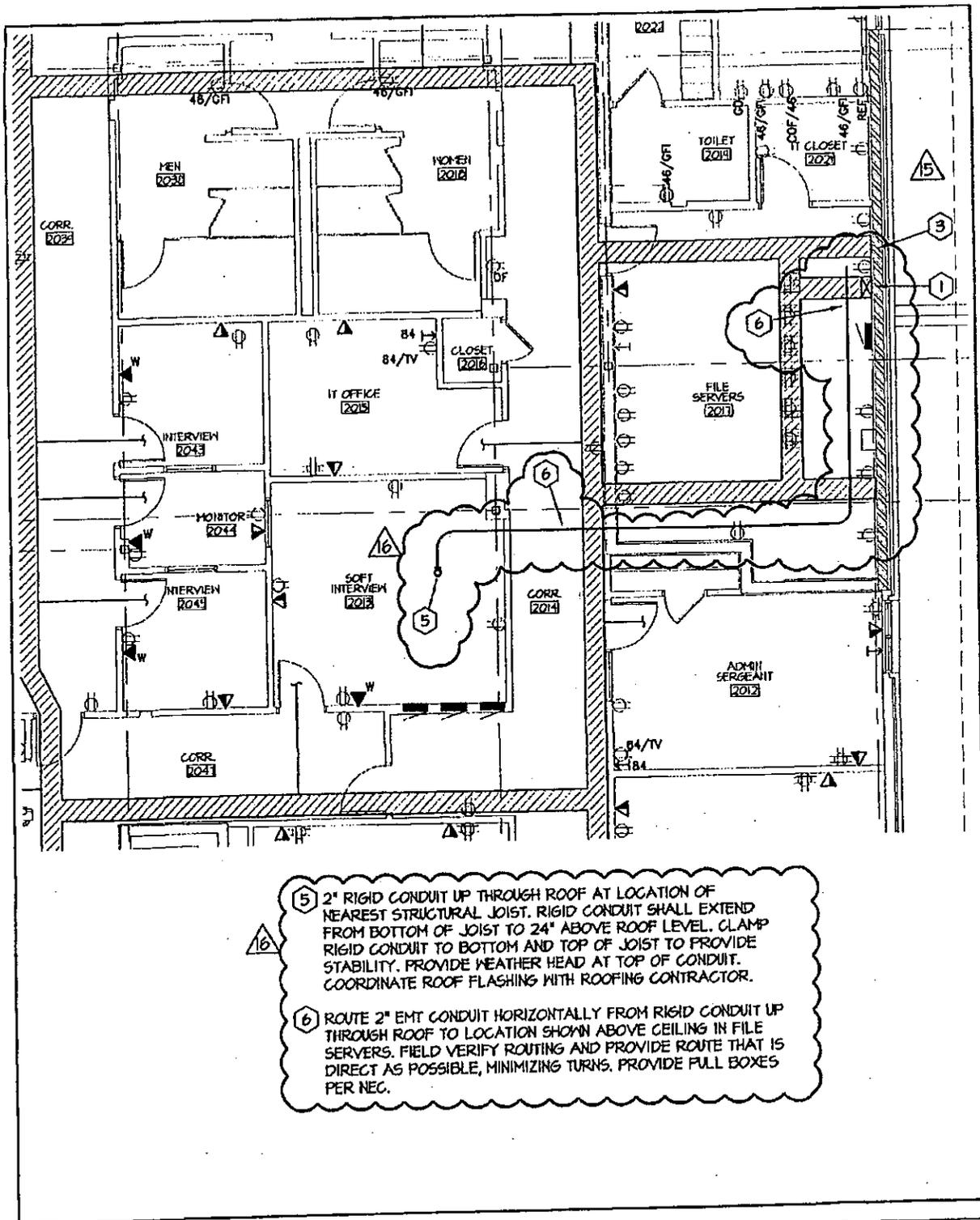
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### Description:

1. Sheet E4.02 – Second Floor Telecom Plan: Refer to Sketch SKE-039
  - a. Provide 2" conduit from upper roof to File Servers #2017 as indicated.

Attachments: SKE-039  
Signed: Theo Asir

Williams Spurgeon Kuhl & Freshnock Architects, Inc.



- 5) 2" RIGID CONDUIT UP THROUGH ROOF AT LOCATION OF NEAREST STRUCTURAL JOIST. RIGID CONDUIT SHALL EXTEND FROM BOTTOM OF JOIST TO 24" ABOVE ROOF LEVEL. CLAMP RIGID CONDUIT TO BOTTOM AND TOP OF JOIST TO PROVIDE STABILITY. PROVIDE WEATHER HEAD AT TOP OF CONDUIT. COORDINATE ROOF FLASHING WITH ROOFING CONTRACTOR.
- 6) ROUTE 2" EMT CONDUIT HORIZONTALLY FROM RIGID CONDUIT UP THROUGH ROOF TO LOCATION SHOWN ABOVE CEILING IN FILE SERVERS. FIELD VERIFY ROUTING AND PROVIDE ROUTE THAT IS DIRECT AS POSSIBLE, MINIMIZING TURNS. PROVIDE FULL BOXES PER NEC.

**Williams  
Spurgeon  
Kuhl &  
Freshnock**  
Architects, Inc.



**PITTSBURG PUBLIC SAFETY  
POLICE & COURTS FACILITY**

201 FINE ST.  
PITTSBURG, KANSAS 66782

110 Armour Road · North Kansas City, Missouri 64116  
Tel. 816.300.4101 · Fax 816.300.4102

**PROPOSAL REQUEST  
PR #23**

REV. NO: 16

JOB NO:  
06074  
DATE:  
2/11/04

**SKE-039**





2/12/2009 **BEI**

**CROSSLAND CONSTRUCTION**

**ATTEN: Mike Bennett**

PITTSBURG POLICE & COURTS

0710PIT

RFP #023

**2" CONDUIT ROOM 2017 TO ROOF ABOVE ROOM 2013**

CORE DRILL  
D

Rate	month	linear feet	Material	
			Material	267.30
			equipment	250.00
			quoted material	0.00
			backhoe/trencher	0.00
			subtotal	517.30
0.000%			Tax	0.00
			subtotal	517.30
5%			Overhead	25.87
			subtotal 2	543.17
10%			Profit	54.32
			subtotal 3	597.48
Rate	Hours		Total from above	597.48
Foreman rate	\$48.00	0	Labor	0.00
Avg. man hr. rate	\$38.00	20.00	Labor	760.00
Overtime	\$57.00	0	Labor	0.00
Doubletime	\$76.00	0	Labor	0.00
			<b>Total</b>	<b>1,357.48</b>

Performance and Payment bond 0.00%

add	0.00
<b>Grand total of</b>	<b>1,357.48</b>

Sincerely,  
Scott Edge  
Estimator/Project Manager  
Cell # 417-850-1362  
[sedge@beijoplin.com](mailto:sedge@beijoplin.com)

Bills Electric, Inc.  
PO Box 707  
Webb City, MO 64870-0707  
417-624-6660 PH 417-624-6988 FAX



## Interoffice Memorandum

To: Interim City Manager John VanGorden  
Chief of Police Mendy Hulvey  
Fire Chief Don Elmer

From: Sergeant Timothy W. Tompkins

Date: February 17, 2009

Subject: Disposition of Bids for Dry Cleaning Services

---

The Pittsburg Police and Fire Department solicited bids from interested companies for the purpose of providing dry cleaning services from March 1, 2009 through February 28, 2010. On Tuesday, February 17, 2009, bids from two businesses were received and reviewed according to City bid policy. After reviewing the bids, both bidders met specifications for consideration. Following is a summation of the bids received:

A+ Dry Cleaner and Laundry	Price per pant	\$1.75
2308 S. Rouse	Price per shirt	\$1.75
Pittsburg, Kansas 66762	Price per jacket	<u>\$.90</u>
Total Combined Costs		\$4.40
Ryan's Cleaners	Price per pant	\$1.65
706 N. Broadway	Price per shirt	\$1.65
Pittsburg, Kansas 66762	Price per jacket	<u>\$1.25</u>
Total Combined Costs		\$4.55

Based on the bids received, we would recommend awarding the bid for dry cleaning services to A+ Dry Cleaner and Laundry based on the lowest majority total cost for services. Should you have any questions concerning our recommendation, please contact us.

# CITY OF PITTSBURG, KANSAS

## Recapitulation of Bids Received Dry Cleaning Services Tuesday, February 17<sup>th</sup>, 2009 – 2:00 p.m.

Name and Address of Bidder	Price Per Pant	Price Per Shirt	Price Per Coat
A Plus 2308 South Rouse Pittsburg, Kansas 66762	\$1.75	\$1.75	\$0.90
Ryan's Cleaners 706 North Broadway Pittsburg, Kansas 66762	\$1.65	\$1.65	\$1.25



## Interoffice Memorandum

**TO:** JOHN VANGORDEN, JON GARRISON, TAMMY NAGEL,  
JESSILYN NOKES  
**FROM:** DEENA HALLACY  
**DATE:** FEBRUARY 10, 2009  
**SUBJECT:** AGENDA ITEM – FEBRUARY 24<sup>TH</sup>, 2009  
EMERGENCY SHELTER GRANT APPLICATION

---

The City of Pittsburg has applied and received grant funding to assist with operation costs associated with the Homeless Shelter for several years. SEK-CAP, Inc., has asked the City of Pittsburg to support the application for 2009 funding year. The funds flow through the City and are passed on to SEK-CAP for operation and supportive services costs. SEK-CAP is responsible for any matching funds associated with managing the shelter.

For the funding year 2009, the grant application request is \$105,400. The amount of administration allowed is 2 ½% of the amount funded. As in the past, it is unlikely the entire requested amount will be funded by the State.

We ask the Governing Body approve the submittal of the Emergency Shelter Grant application to the Kansas Housing Resource Corp for the 2009 funding year.

After the funding is awarded, we will return to the Commission for acceptance of the grant as well as approval of a grant agreement with SEK-CAP for receipt of the funds.

**APPLICATION FOR  
2009 KANSAS EMERGENCY SHELTER GRANT**

**Instructions:** Please complete all eight sections of the Emergency Shelter Grant (ESG) application.

**SECTION I: APPLICANT INFORMATION** (*Local Units of Government Only*)

**A. Applicant Information**

Local

Government City Of Pittsburg

Authorized

Representative Deena Hallacy Title Comm. Dev. Specialist

Address 201 W. 4<sup>TH</sup> City Pittsburg

State KS Zip 66762 Federal I.D. Number 48-6041003

Contact to whom questions about  
this application should be directed: Deena Hallacy

Telephone 620-232-1210 x461 Fax 620-232-3453

E-mail Address [deenah@pittks.org](mailto:deenah@pittks.org)

**B. Purpose of Request** (Check all that apply.)

- Bring building up to health and safety codes.
- Make or improve facilities accessibility.
- Increase beds for homeless people by \_\_\_\_\_ (number).
- Expand or maintain the number of homeless individuals or families served.
- Increase or maintain essential services.
- Provide homeless prevention services.
- Other (Specify):

**Certification:** To the best of my knowledge and belief, the data in this application are true and correct. This document has been duly authorized by the governing body of the applicant. The applicant will comply with federal and state regulations if assistance is approved.

\_\_\_\_\_  
Signature

February 16, 2009

\_\_\_\_\_  
Date

Mayor, City of Pittsburg

\_\_\_\_\_  
Title (Chief Elected Official)

**SECTION II: PROVIDER INFORMATION**

*Section II asks for information on each of the homeless service providers. Section II needs to be completed on each sub-grantee in order to receive funding. If more space is needed, please make copies of page 2 and 3 and attach them to the completed application.*

**A. Provider Information**

Emergency Shelter or  
Service Provider

SEK-CAP,Inc.

Contact Person Steve Lohr

Address

401 N. Sinnet

Telephone

(620) 724-8204

City

Girard

State

KS

Zip 66743

Federal I.D. Number

48-0725078

Fax

(620) 724-4471

E-mail Address

slohr@sek-cap.com

Counties served by shelter

Crawford,Cherokee, Labette, Montgomery,Allen, Bourbon, Elk,  
Chautauqua,Woodson, Neosho, Linn, Wilson

State Senate Districts of *all* counties served

12,13,14,15

State House Districts of *all* counties served

1,2,3,4,7,8,9,11,12,13,79

**SECTION III: Matching Funds**

*Note: Matching funds must be provided **after** the date of the grant award to the grantee. Funds used to match a previous ESG grant may not be used to match a subsequent grant award.*

Please describe in detail matching funds to be used for this grant.

**A. Cash Funds**

*Describe the source of the cash funds.*

United Way - \$9,500

Community Services Block Grant (CSBG) - \$25,553

Local Cash Donations - \$1,373

**B. Non-Cash Resources**

*Describe the source and value of any non-cash resources, including materials, salaries paid by local agency, volunteer labor (\$5.00 per hour allowed; Volunteer providing professional services, such as medical or legal services are valued at the reasonable and customary rate in the community), the appraised value of any donated building, or other match.*

Volunteer Hours - 86 X \$5.00/Hr - \$426.25

Donations Of Goods & Materials – \$7,146.75

**C. Other State/Federal Agency Grant Funds**

*Describe the source of the funds and precisely how the funds are to be used. A letter of commitment from the relevant state/federal agency must be attached to the application if other state/federal funds are to be used to meet matching fund requirements.*

FEMA/EFSP- \$5,477 (Crawford And Cherokee County) Per diem costs

**D. Waiver**

Section 832 of the Cranston-Gonzalez National Affordable Housing Act makes substantial changes to the ESG regulations. One change is the elimination of the first \$100,000 of the Kansas ESG match requirements. Kansas Housing Resources Corporation intends to pass this benefit to units of local government in behalf of the emergency shelter/service providers who demonstrate inability or hardship in meeting the match requirement. *Applicants wishing to be considered for a waiver of the match requirement must furnish an explanation of need. Indicate the amount of the match requested to be waived and the reason why a waiver is needed (attach waiver request to the back of this application).*

**SECTION IV: ACTIVITY DESCRIPTION****A. Activities**

1. Briefly describe the purpose and capacity of the agency providing services to the homeless.  
 SEK-CAP, INC. was established and has been in operation since 1966 as a private non-profit community action program. The focus of the agency is to provide a comprehensive package of services to help eliminate the causes, conditions and effects of poverty. Services provided through the agency include: general public transportation, housing, early childhood development services and family development services.
  
2. Describe how ESG funds for each category requested in this application will be used, (be specific, add more pages if needed):
 

Rehabilitation:	Amount Requested: \$ <u>0.00</u>
n/a	
Operations:	Amount Requested: \$ <u>81,100</u>
Staff Salaries: to pay a portion of the Shelter Manager's salary	
Utilities: payment of shelter utilities to include trash, telephone, water, gas & elec.	
Pest Control: payment of the cost to control vermin	
Maintenance: cost of maintaining current facility	
Supplies: cost to replace office supplies for shelter use	
Insurance: Cost of maintaining insurance on the facility	
Security costs: salary of part-time security personnel to keep shelter open 24/7	
Essential Services:	Amount Requested: \$ <u>24,300</u>
Case Management Services: To pay for the case manager to work with families on obtaining mainstream services, assessments, job search, child care, emergency health care, etc.	
Transportation Services: Purchase of bus passes and local transportation services for job searches, medical transportation and to access other needed services.	
Medical Co-payments: Copayments for medical services from the local health clinic.	
Transitional Support Services: Case management and support services for residents who are exiting the shelter into permanent housing to increase the potential for success and to reduce recidivism.	
Homeless Prevention:	Amount Requested: \$ _____
  
3. Kansas Housing Resources Corporation is permitted to use five percent of the state's 2002 ESG award for administrative purposes. The state sub grants two-and-a-half

percent of the award to local governments who receive ESG grants for costs associated with accounting for the use of grant funds, preparing program-related reports, obtaining program audits, and similar costs related to administering the grant **after** the award. Provide a description of the expected use for this request, (*to be completed by local unit of government*).

2.5% of grant will be used by local government to cover costs associated with administrator's involvement with preparation of reports, monitoring sub-grantee use of funds to ensure compliance, City's administrative costs to prepare payments and other administrative costs as program funds allow.

**B. Assistance**

Specifically describe how the following assistance, if applicable, will be provided to persons served by your agency:

1. **Permanent Housing Referral Services**  
Each shelter resident is required to apply for Housing Choice Voucher Assistance through the local Pittsburg Public Housing Agency or through local the local Public Housing Authority (PHA), depending upon where the customer wishes to reside. Tenant Based Rental Assistance (TBRA) funds (as available) will be used and provided either by SEK-CAP for utility deposits and rental subsidy or Pittsburg Public Housing for security and utility deposits. Both agencies work in partnership to secure housing for clients. Permanent housing may be secured within a twelve county region covered through SEK-CAP, Inc. and other PHA's. The Case Manager will continue providing services to assist families in obtaining permanent housing by providing support in the completion of applications and identifying and contacting landlords.
2. **Overnight Shelter**  
Shelter apartments will be utilized as available and necessary. The shelter has 12 units within the main complex and 1 adjacent single family unit. Each unit can accommodate up to five persons. The shelter has a commons area and a common kitchen for residents to prepare their own meals. Staff is available 24/7 to provide support and emergency services when needed.
3. **Medical Services**  
Each family is provided information about the local Community Health Center and/or public health services provided by Crawford County Health Dept. SEK-CAP and the Community Health Center have a MOU in which Community Health will provide needed health services and SEK-CAP will provide co-payment assistance as required not to exceed \$10 per shelter resident per visit. Mental Health services are provided by the local County Mental Health Center. Locally, clients are referred to Healthwave and referred to the local SRS for Medicaid assistance. Staff are available to assist shelter families in applying for and securing these services.
4. **Children's Services**

Head Start services are located within the immediate vicinity of the emergency shelter. Families are referred to the program and are provided assistance with completing an application when needed. Referrals to area child care, health services, schools, and other services are provided through case management and when need is determined by the client.

5. **Mental Health and/or Drug Abuse and/or Counseling Services**  
An initial needs assessment is completed for each family and their individual members when the families enter the shelter. Referrals to Crawford County Mental Health will be made to assist the family with any needed services. On-site crises intervention counseling and support is provided to the families at the time of intake. Referral to other counseling services are available and made as needed.
6. **Employment Services**  
Families entering the CHOICES Emergency Shelter are required to make five job searches a week if they are unemployed when entering the shelter. The Pittsburg Workforce Development Center is located within six blocks of the shelter. Families are referred to the Center or to local employment agencies where they may receive assistance to complete resumes' and may review available employment. SEK-CAP has a MOU with the local SRS office and on-line access to the local Kansas Works provider. Further, referrals are made to the Social Security Administration and the local Social Rehabilitation Services offices for those seeking assistance for disability related issues. Both agencies are located within the same six-block area of the shelter. Employment ads are posted at the shelter and families are referred for short-term employment opportunities when they are available.
7. **Transportation**  
Transportation services are provided by SEK-CAP's General Public Transportation Program. The shelter is a designated pick-up and drop-off site for the Pittsburg Area Community Transportation (PACT) program. This is a fixed route transportation system that operates Monday - Friday 7:00 am to 9:00 pm. The system buses travel up and down Pittsburg's main thoroughfare (Broadway Avenue) and where most essential services and businesses can be accessed. The Shelter Manager can transport customers when needed, but local resources are used first. The bus drivers drop consumers off in front of the Pittsburg Housing office in inclement weather.
8. **Other Available Federal, State, and Private Assistance**  
Community Service Block Grant program provides limited funds that help to off-set the cost of operating the shelter.

The shelter receives a daily per-diem reimbursement from the Crawford and Cherokee County Emergency Food and Shelter Program through FEMA.

9. **Other**

The local United Way supports the shelter operation by providing a small, but essential annual grant. Volunteer hours are provided by local fraternal organizations, churches, concerned citizens and schools.

C. **Confidentiality**

Section 832 of the Cranston-Gonzalez National Affordable Housing Act changes to the ESG Program requires grantees to develop procedures to ensure confidentiality of victims of family violence. *Indicate how this requirement will be met to protect victims of family violence in your Shelter or service provider organization. **Note: If this application includes funding to a domestic violence shelter, the shelter must provide their confidentiality policy in order to be considered for funding.***

Though we are not a domestic violence shelter, CHOICES Emergency Shelter works closely with the Crisis Resource Center to provide emergency housing services when needed. We ensure that all information regarding individual residents is confidential and will not be disclosed to anyone or any agency without explicit written consent of the resident. Staff train annually on confidentiality and sign a written agreement that they will adhere to the agency and shelter confidentiality policies at all times.

## SECTION V: HOMELESS DEFINITION AND COMMUNITY RESOURCES

Homeless means as the term is defined in 42 U.S.C. 11302. “(a) IN GENERAL.-For purposes of this Act, the term “homeless” or “homeless individual or homeless person” includes—(1) an individual who lacks a fixed, regular, and adequate nighttime residence; and (2) an individual who has a primary nighttime residence that is: A) supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); B) a institution that provides a temporary residence for individuals intended to be institutionalized; or C) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodations for human beings. EXCLUSION. - For purposes of this Act, the term “homeless” or “homeless individuals” does not include any individual imprisoned or otherwise detained under an Act of the Congress or a State law.” (42 U.S.C. 11302) There is a statutory requirement that ESG funds must benefit either homeless persons, or persons at imminent risk of becoming homeless in the case of homeless prevention activities.

- A. Estimate an unduplicated count of homeless persons in your city/county, including the homeless population who do not access services. Explain how you estimated the homeless population. Has your community implemented, or is planning on implementing, an HMIS (Homeless Management Information System)? If so, what software is your community utilizing?

Three hundred fifty-four individuals were served at the CHOICES Emergency Shelter from March 31, 2008 through December 31, 2008. We anticipate that because of the current economic conditions, a conservative 10% increase in residents served can be expected. Only families with children are served by the CHOICES Emergency Shelter. We do track the number of individual homeless we are unable to serve. Last year 80 individuals were referred to other area shelters.

An annual homeless count is conducted through the State’s Continuum of Care application process. SEK-CAP participates in this process by utilizing the State mandated HMIS system. Two emergency shelter staff were trained and enter the data on a daily basis by MAAC Link. All estimations/projections of the homeless population served have been determined from data from the previous programming year. Additionally, staff actively participate in the point-in-time survey conducted in January.

- B. List all existing emergency shelter(s), domestic violence shelter(s), transitional housing, and social services that assist the homeless in your city/county area. If the agency listed below provides shelter include capacity and characteristics of the population served; if the agency provides only services provide characteristics of population served. (If the agency listed below only serves a sub population of the homeless, i.e. mentally ill, veteran, victims of domestic abuse please note this in population served).

<u>Shelter</u>	<u>Capacity</u>	<u>Population Served</u>
1. Crisis Resource Center	28	domestic violence
2. Community Corrections	none	recent parolees
3. Veterans Administration	none	veterans

4. Wesley House	none	low-income
5. Salvation Army	none	needy low-income
6. SEK-CAP, Inc.	65	families & children needy
7. Family Resource Center	none	families/children Families w/children
8. The Farm	none	in foster care
9. SRS	none	low-income
10. Elm Acres	None	Families w/children in State custody
11. Women's Integration House	14	Women & families w/disease of addiction

## **SECTION VI: CONTINUUM OF CARE**

The ESG program is designed as the first step in a continuum of assistance to prevent homelessness. Facilitating the homeless to move towards the maximum degree of self-sufficiency that is appropriate for that individual or family is the goal of ESG funded programs. The Continuum of Care (CoC) model is based on the concept that homelessness is not just a problem of lack of shelter; but often involves a complex variety of issues that need to be addressed if homelessness is going to be successfully diminished and prevented. The state is encouraging local governments to implement a Continuum of Care approach to homelessness. Please describe local plans to implement a Continuum of Care approach. If your community has a Continuum of Care document please include this with your application (do not attach the CoC to this application, simply include it when submitting your application).

### **LOCAL CONTINUUM OF CARE PROCESS:**

The Southeast Kansas Homeless Task Force meets quarterly. The committee works to ensure partnerships with agencies serving the homeless. A strong group of agencies who serve the homeless attend regularly. These partnerships ensure the homeless families and individuals are able to access mainstream resources available to them. These agencies are working together to provide a continuum of care for the homeless population in SEK.

SEK-CAP, Inc. has incorporated the services noted below into their pool of available resources for referrals to families being assisted through the shelter as well as through other programs they provide. Many of the resource providers work directly with SEK-CAP in delivering services to those living in the shelter and/or make referrals.

SEK-CAP, Inc. makes the initial contact with clients who are in need of shelter services. During successive weekly meetings, an assessment of need is determined and case management services are provided. Once a family enters the shelter, housing and employment become the two primary goals upon which we focus. Other goals are designed to meet basic needs such as food, health and mental health care, and emergency resources. These resources may include:

- \***Juvenile Intake Systems** – provides crises counseling to youth and guardians
- \***SRS** – provided public assistance, food stamps and medical assistance, utility service, medical card, family and children services.
- \***Elm Acres (DCCA) Family Preservation:** In-home services to families at imminent risk of having children removed from the home.
- \***Elm Acres Recovery Services:** In-patient and Out-patient drug and alcohol recovery services for adolescents.
- \***Elm Acres After-School Delinquency Prevention:** provides skills and tutoring to at-risk youth to help them stay out of trouble.
- \***Elm Acres Partnership for Successful Youth:** provides skills and tutoring for truant, at-risk youth.
- \***Crawford County Smart Start:** provides referrals for free physicals, immunizations, counseling, limited flex funding for children 0-5 and their families and early childhood provider services.
- \***The FARM:** In-home services to families at imminent risk of having children removed from the home.

## **CHURCHES**

- \***Girard Ministerial Alliance:** food bank and utility assistance
- \***Salvation Army** - assistance with rent and utilities when funds are available, clothing, diapers, food pantry, school supplies.
- \***Wesley House** – food pantry, household paper products, soap, personal hygiene items, baby formula, budget counseling, transient aid.
- \***Christ Community Church** - assistance with rent and utilities when funds are available, clothing, diapers, food pantry, school supplies.
- \***First Church of the Nazarene** – Gas vouchers for medical transportation.
- \***Church of God** – Provide Angel Food Ministries (emergency food).
- \***South Broadway Baptist Church** – Parenting classes.
- \***Trinity Baptist Church** – Angel Food Ministries (food) and emergency services.

### **DOMESTIC VIOLENCE & CHILD ABUSE**

- \***Children’s Advocacy Center:** Services for children and families who are victims of sexual abuse.
- \***Crisis Center Of SEK:** Temporary emergency shelter for victims of domestic violence, sexual assault and stalking. Out of shelter counseling.

### **EARLY CARE AND EDUCATION SERVICES**

- \***Birth To Three:** Early intervention services to infants and toddlers that demonstrate a developmental delay or have a medical diagnosis that are from age’s birth to three years of age. Evaluations.
- \***DISCOVERY I & II:** Therapeutic Psychosocial Preschool with case management. Family therapy and family support services.
- \***Early Childhood Special Education SEK Inter-local #637:** Preschool screenings, preschool evaluation.
- \***Head Start 0-5 (SEK-CAP, Inc.):** Early intervention services for families with children ages 0-5 including prenatal services. Comprehensive, individualized center and home-based program that provides support and educational services to families and child care providers.
- \***Family Resource Center:** Child Care, preschool and comprehensive services for children with special needs.
- \***Parents As Teachers:** Southeast Kansas Education Service Center – Early childhood information for parents of children under age four. Home visits, parenting classes, developmental screening.

### **EDUCATION**

- \***Adult Education Services (Family Resource Center):** Individualized basic literacy tutoring and instruction in reading, math, study skills, employment competencies, basic living skills, ESL and GED preparation.
- \***Adult Learning Center (USD 250):** Individualized basic literacy tutoring and instruction in reading, math, study skills, employment competencies, basic living skills, ESL and GED preparation.
- \***CARRD Program:** Center for Assessment and Remediation of Reading Difficulties. After school and summer tutoring services for school aged youth are available.
- \***Even Start:** Comprehensive family literacy program serving USD #250.
- \***Ft. Scott Community College:** Developmental education in math, reading, writing, English fundamentals, ESL assistance, vocational education, computer assisted instruction, testing center, tutoring center, adult community education, ABE/GED instruction and testing.

**\*Migrant Even Start:** Family literacy and parenting classes for families new to Pittsburg. Child care and preschool services are also available.

**\*PACE:** Parenting education, professional development counseling.

**\*Pittsburg State University:** Provides information concerning programs, activities and services.

**\*USD 250 Migrant ESL Education:** Coordinates ESL for students and Spanish translation/interpretation services.

### **EMPLOYMENT SERVICES**

**\*Kansas Works Center:** Job training, interviewing assistance, resume' writing, job placement assistance and follow-up and employer screening for job applicants, prepares disadvantage youth and unskilled adults for entry into labor force. On-the-job assistance for dislocated workers.

**\*Manpower:** Interviewing assistance, resume writing, job placement assistance and follow-up and employer screening for job applicants, prepares disadvantage youth and unskilled adults for entry into labor force. On-the-job assistance for dislocated workers.

**\*Advance Services Incorporated (ASI):** Interviewing assistance, resume writing, job placement assistance and follow-up and employer screening for job applicants, prepares disadvantage youth and unskilled adults for entry into labor force. On-the-job assistance for dislocated workers.

### **HEALTH**

**\*Audiological Testing (SEK Educational Services Center):** Home intervention services for parents and families of hearing impaired infants and children.

**\*Community Health Center of SEK:** Comprehensive primary health care services, including dental and mental health services. Drop in immunizations. Other service by appointment.

**\*Crawford County Health Department:** Kan-Be-Healthy screenings, immunizations, assistance for children with special health care needs, WIC, Healthy Start, Environmental Health, community health screenings.

**\*First Steps (Mothers & Infants Program):** Prenatal and postpartum care for expectant and new mothers, childbirth classes and nutrition information.

**\*Health and Family Services (Crawford County Health):** STD screenings and treatment, annual pap smears, breast exams, pregnancy test, clinic, HIV testing, HIV Early Intervention Clinic, colostomy clinic, birth control.

**\*Helping Hands Havel:** Provides dental and medical services to those who lack insurance.

**\*Girard Medical Center:** Family Health care (in and out-patient) Saturday physician's clinic.

**\*Mirza Shriners:** Free medical care for children under 18 with orthopedic problems or burn injuries.

**\*Mt. Carmel Home Health Care:** Home care services.

**\*Mt. Carmel Regional Medical Center:** Courtesy transportation, family maternity and pediatrics, home health, hospice, other various charitable services.

**\*Prescription Assistance Liaison Services:** Nurse patient advocate provides prescription assistance to eligible patients based on income.

**\*Services For Children With Special Health Care Needs:** Early identification of children at risk, or with chronic or handicapping diseases.

### **HOUSING**

**\*City Of Pittsburg Public Housing Agency:** Rental assistance for low-income families & individuals, rental deposit assistance, agency referrals in City limits only.

\***SEK-CAP, Inc.:** Utility and rental deposit assistance, temporary rental assistance in their 12 county service area.

\***Sycamore Village:** Project-based rental assistance.

\***Remington Square:** Low-income housing services; income-based. Temporary, limited homeless services.

\***Stillwell Apartments:** Low-income housing services; income-based.

### **PERSONS WITH DISABILITIES**

\***Bridges Community Care:** Comprehensive services to persons with developmental disabilities. Assists clients find income producing employment while developing work skills. Assists to find affordable housing and live independently.

\***CLASS Ltd.:** Community-Based services and supports for persons with developmental and similar disabilities. In-home supported family living services.

\***New Hope Residential Community Based:** Community living, day services.

\***Parsons State Hospital And Training Center:** Array of professional services for families with mental retardation disabilities. Individualized program with goal of attaining independence.

\***SKIL:** Case management and self-directed care services.

\***Community Connections:** Case management and self-directed care services.

### **LEGAL/LAW ENFORCEMENT**

\***Crawford County Attorney:** Provides victim and witness assistance.

\***Legal Services Of Southeast Kansas:** Legal counseling services.

### **MENTAL HEALTH**

\***Crawford County Mental Health Services:** Psychiatric interventions, Medicaid/mental health reform screenings and diversion from inpatient hospitalization.

\***FACT CMHCCC:** Children's intake, children/juvenile attendant care preschool, keys for networking, sexual abuse treatment, substance abuse services and wrap around services.

\***Mt. Carmel Behavioral Medical Services:** Outpatient services including: individual and group counseling and psychotherapy, medicine management, psychological and neuropsychological testing and evaluation, psychiatric and referral and day hospital treatment.

\***Women's Center At Renewal:** Drug treatment, reintegration and case management services for women recovering from addictions and their families.

\***Girard Medical Center:** Outpatient services including: individual and group counseling and psychotherapy, medicine management, psychological and neuropsychological testing and evaluation, psychiatric and referral and day hospital treatment.

\***Crossroads Counseling:** Outpatient services including: individual and group counseling and psychotherapy, medicine management, psychological and neuropsychological testing and evaluation, psychiatric and referral and day hospital treatment.

\***Community Health of SEK:** Outpatient services including: individual and group counseling and psychotherapy, medicine management, psychological and neuropsychological testing and evaluation, psychiatric and referral and day hospital treatment.

### **NUTRITION**

\***Extension Family Nutrition Education Program:** Nutrition education for families with young children through home visits and or group programming providing prenatal nutrition education, breastfeeding education, and support.

\***Wesley House** – food pantry, household paper products, soap, personal hygiene items, baby formula, budget counseling, transient aid.

\***Church of God** – Provide Angel Food Ministries (emergency food).

- \***Trinity Baptist Church** – Angel Food Ministries (food) and emergency services.
- \***Salvation Army** - food pantry and emergency food services.
- \***Wesley House** – food pantry and emergency food services

### **SERVICE ORGANIZATIONS**

- \***American Red Cross:** Utility assistance for elderly and those on permanent disability.
- \***Birthright:** Pregnancy testing, infant and maternity clothing.
- \***Mother To Mother Ministry:** Promotes supportive friendships between mothers, parenting classes for clients of MTM, Even Start and Migrant Even Start.
- \***Lions Club:** Eyeglasses and exams for children.
- \***PACO:** Assistance with the integration of immigrants into the community.
- \***YMCA:** Child care, preschool, after school care, summer adventure camp, family oriented fitness activities and Big Brother/Big Sister programs.

### **TRANSPORTATION**

- \***CLASS LTD:** Furnishes transportation with scheduled routing and on demand response as space available.
- \***Elm Acres:** Furnishes transportation on a demand basis. Available to the public from 7:30AM until 2:00pm
- \***Mt. Carmel Medical Center:** Care Van Service offers rides to the Medical Center and to Pittsburg physician's offices.
- \***Pittsburg Transportation Service:** Transportation for senior citizens in the City limits of Pittsburg and Frontenac.
- \***SEK-CAP, Inc. General Public Transportation:** Transportation available every twenty minutes on the PACT system.
- \***Sammy's Cab:** Provide reduced cost transportation and free medical transportation with Title IX.
- \***I Cab:** Provide reduced cost transportation and free medical transportation with Title IX.

**SECTION VII: PERFORMANCE MEASURES: Kansas Housing Resources Corporation Quarterly Reports (reports are available on KHRC website, [www.kshousingcorp.org](http://www.kshousingcorp.org))**

<b>Four Reports*</b>	<b>Quarterly Reporting Period:</b>	<b>Due Date:</b>
First Report	July 1, 2008 thru September 30 <sup>th</sup> 2008	October 12, 2007
Second Report	October 1, 2007 thru December 31, 2007	January 11, 2008
Third Report	January 1, 2008 thru March 31, 2008	April 11, 2008
Fourth Report	April 1, 2008 thru June 30, 2008	July 11, 2008
Final Report**	July 1, 2008 thru final expenditure	

\* Reports are due only while ESG funds are being expended; i.e. if all ESG funds are spent in the first two quarters then only two quarterly reports would be required.

\*\* This report is only for those grantees that did not spend their funds during the contract period, and requested and received approval for an extension.

**Homeless Management Information System (HMIS)**

ESG-funded homeless providers are important participants in the successful implementation of an HMIS responsive to Congressional direction on improved data collection on homelessness. Therefore, recipients of 2009 ESG funds must follow HUD's standard for participation, data and reporting under a local HMIS that were finalized in a **July 30, 2004, Federal Register notice (69 FR 45888)** as clarified by an **October 19, 2004, Federal Register notice (69 FR 61517)** on domestic violence shelter participation. Furthermore, the Violence against Women Act, 2005 Reauthorization exempts all Domestic Violence shelters from participating in HMIS.

Recipient Organization: Please complete the following items and submit with application.

**Local Unit of Government:** City of Pittsburg

**Agency reporting data:** *(each agency receiving ESG funds must fill out a report).*

Southeast Kansas Community Action Program, Inc. (SEK-CAP, Inc.)

**1. Indicate type of project(s) and service(s): Mark all that your agency provides.**

<input checked="" type="checkbox"/>	emergency shelter facilities	<input checked="" type="checkbox"/>	transitional housing
<input type="checkbox"/>	vouchers for shelters	<input checked="" type="checkbox"/>	Outreach
<input type="checkbox"/>	drop-in-center	<input type="checkbox"/>	soup kitchen/meal distribution
<input type="checkbox"/>	floor pantry	<input checked="" type="checkbox"/>	health care
<input type="checkbox"/>	mental health	<input type="checkbox"/>	HIV/AIDS services
<input type="checkbox"/>	alcohol/drug program	<input checked="" type="checkbox"/>	Employment
<input type="checkbox"/>	child care	<input type="checkbox"/>	homeless prevention
<input type="checkbox"/>	other (please list) Utility assistance		

**2. Number of people served for each activity: Residential refers to overnight accommodations.**

**Residential Services:**

average number of adults served daily	16.4
average number of children served daily	22.8
average number served yearly	435

**Non-residential Services:**

average number serviced daily	0
average number serviced yearly	0

(Calculated average number served daily x 365 days divided by average length of stay)

**3. Race/Ethnicity of persons served: (select only one) report race/ethnicity of HEAD OF HOUSEHOLD ONLY when reporting families.**

Race/Ethnicity	#Total	# Hispanic
White	263	22
Black or African American	22	
Asian	2	
American Indian or Alaska Native	7	
Native Hawaiian or Other Pacific Islander		
American Indian or Alaska Native and White		
Asian and White		
Black or African American and White		
American Indian or Alaska Native and		

**Provide responses for this page only if you provide overnight accommodations.**

**4. The following information is for residential services only.**

**a. On an average day in the immediately past reporting period, please provide approximately percentages of the following participants:**

Unaccompanied individuals:

18 and over ----- male	<b>1%</b>	female	<b>0%</b>
under18 ----- male	<b>0%</b>	female	<b>0%</b>

Families with children headed by:

single 18 and over ----- male	<b>4%</b>	female	<b>75.0%</b>
youth 18 and over ----- male	<b>0%</b>	female	<b>0%</b>
two parents 18 and over -----	<b>29%</b>		
two parents under 18 -----	<b>%</b>		

Adults:

families with no children	<b>11%</b>
---------------------------	------------

**The total combination for all three of the above tables must equal 100%. Fill out only the tables relevant to the population that you serve, i.e., if you only serve families with children then you will only be filling out “Families with children headed by”.**

**b. On an average day in the immediately past reporting period, provide the percentage of the population served who are:**

<b>41</b>	<b>%</b>	Battered spouses	<b>22</b>	<b>%</b>	Drug dependent
<b>0</b>	<b>%</b>	Runaway/throwaway youth	<b>1</b>	<b>%</b>	Elderly
<b>10</b>	<b>%</b>	Chronically mental ill	<b>0</b>	<b>%</b>	Veterans
<b>5</b>	<b>%</b>	Developmentally disabled	<b>7</b>	<b>%</b>	Physically disabled
<b>1</b>	<b>%</b>	HIV/AIDS	<b>11</b>	<b>%</b>	Other
<b>6</b>	<b>%</b>	Alcohol dependent individuals			

**The total combination for this table MUST equal or be greater than 100%.**

**Provide responses for this page only if you provide overnight accommodations.**

**c. Please indicate the number of persons housed at any given time in each shelter type funded through the ESG program.**

Shelter type	Number of person housed
barracks	
group/large house	
scattered site apartment	
single family detached house	
single room occupancy	
mobile home/trailer	
hotel/motel	
<b>X</b> other (describe) <b>Dormitory (13 units)</b>	<b>354</b>

Income guidelines of families and individuals served during this reporting period (use ESG 2005 income limits posted on KHRC website):

% of Median	Individuals	Families	Total
0 to 30% MFI	0	60	60
31 to 50% MFI	0	15	15
51 to 60% MFI	0	21	21
61 to 80% MFI	0	0	0
<b>Total</b>	<b>0</b>	<b>96</b>	<b>96</b>

Homeless Prevention Services: Fill out only if you receive Homeless Prevention Funds. Provide data only for funds from the Kansas Emergency Shelter.

Results of Services:	Individuals	Families	Total
Families or individuals prevented from becoming homeless	NA	NA	NA
Homeless families or individuals who were placed into permanent housing	NA	NA	NA
<b>Total</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>

**SECTION VIII: STATEMENT OF ASSURANCES AND CERTIFICATIONS (Following pages)**

**KANSAS HOUSING  
RESOURCES CORPORATION**

**CERTIFICATION OF LOCAL APPROVAL  
FOR NONPROFIT ORGANIZATIONS**

I, Pam Henderson, Mayor (*name and title*), duly authorized to act on behalf  
of the City Of Pittsburg (*name of jurisdiction*),  
hereby approve the following project(s) proposed by SEK-CAP, Inc.  
**Crawford County, Kansas   Pittsburg, Kansas**

By: Pam Henderson  
Name of Local Government Official

\_\_\_\_\_  
Signature

February 16, 2009  
Date

MAYOR  
Title

# KANSAS HOUSING RESOURCES CORPORATION

## LOCAL UNIT OF GOVERNMENT EMERGENCY SHELTER GRANT PROGRAM FY2009 CERTIFICATIONS

I, Pam Henderson, Mayor (*name and title*), authorized to act on behalf of City Of Pittsburg (*local unit of government*), certify that the local unit of government will ensure compliance by units of general local government and nonprofit organizations to which it distributes funds under the Emergency Shelter Grant Program with:

- (1) The requirements of 24 CFR 576.21(a)(4), which provide that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services meet the following standards: (A) that the inability of the family to make the required payments must be the result of a sudden reduction in income; (B) that the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) that there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) that the assistance must not supplant funding for pre-existing homeless prevention activities from any other source.
- (2) The requirements of 24 CFR 576.25(b)(2) concerning the submission by nonprofit organizations applying for funding of a certification of approval of the proposed project(s) from the unit of local government in which the proposed project is located.
- (3) The requirements of 24 CFR 576.53 concerning the continued use of buildings for which Emergency Shelter Grant funds are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services, concerning the population to be served.
- (4) The building standards requirement of 24 CFR 576.55.
- (5) The requirements of 24 CFR 576.56, concerning assistance to the homeless.
- (6) The requirements of 24 CFR 576.57, other appropriate provisions of 24 CFR Part 576, and other applicable Federal law concerning nondiscrimination and equal opportunity.
- (7) The requirements of 24 CFR 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- (8) The requirements of 24 CFR 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.
- (9) The requirements of 24 CFR 576.65(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the Emergency Shelter Grant Program and that the address or location of any family violence shelter project assisted with ESG funds will not be made public, except with written authorization of the person or persons responsible for the operation of the shelter.

- (10) The requirement that recipients involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 CFR 576.56(b)(2).
- (11) The new requirement of the McKinney Act (42 USC 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that State and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such persons in place of State and local resources.

I certify that the local unit of government will comply with the requirements of 24 CFR Part 24 concerning the Drug-Free Workplace Act of 1988.

I certify that the local unit of government will comply with the provisions of, and regulations and procedures applicable under 24 CFR 576.57(e) with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58 as applicable to activities of nonprofit organizations funded directly by the State. The local unit of government also agrees to assume the Department's responsibility and authority as set forth in 24 CFR 576.57(e) for acting on the environmental certifications and requests for the release of funds submitted to the State by local government recipients.

I certify that the local unit of government will ensure the provision of the matching funds required by 24 CFR 576.51 and 42 USC 11375, including a description of the sources and amounts of such supplemental funds, as provided by the State, units of general local government or nonprofit organizations.

Name and Title:  
Pam Henderson, Mayor

\_\_\_\_\_  
Signature (Chief Elected Official)

February 16, 2009  
Date

Mayor, City Of Pittsburg  
Title



## Interoffice Memorandum

TO: John VanGorden  
Interim City Manager

FROM: Mark Turnbull  
Director of Economic Development

DATE: February 15, 2009

SUBJECT: Stockade Brand Loan Compliance 2008

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Lester Cashmere, President of Stockade Brands, submitted an employment report indicating the company employed 38 employees in 2008. Therefore, the terms of the loan agreement have been met again this year. Based on information submitted, staff recommends the Commission review the information provided and approve the loan forgiveness for the years for 2007 and 2008 (\$20,833.33 each year, for a total of \$41,666.66), as prescribed in the agreement.

## STOCKADE BRANDS, Inc

1411 N. Main, McAlester, OK 74501  
ph. (918) 423-5252 fax (918) 426-3454 www.stockadebrands.com

Mr. Mark D. Turnbull  
Director of Economic Development  
City of Pittsburg  
P.O. Box 688  
Pittsburg, KS 66762

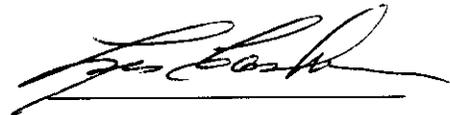
Dear Mr. Turnbull:

New equipment installed for a new product line at Stockade in Pittsburg in late 2007, while slow to have a significant impact the first three quarters of 2008, finally resulted in a major contribution in the fourth quarter. Tonnage increased in December 2008 to a ten year high resulting in a 19% increase in tonnage for the year and a reasonable profit.

Thirty six full time employees have been maintained for the last several months. The attached payroll register for the two weeks ending January 6, 2009 reflects 38 employees and the attached Form 941 shows 47, larger numbers due to turnovers.

Stockade has abided by all terms and conditions of the loan agreement and related loans documents for the year. We have exceeded the minimum number of employees as specified in the loan agreement and promissory note therefore we request you waive the January 31, 2009 payment.

Stockade will always remember and appreciate the help the City of Pittsburg has been in getting this operation up and going again and keeping the company in Pittsburg.



Lester Cashmere

President

**STOCKADE**



## Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

**FROM:** MARK D TURNBULL  
Director of Economic Development

**DATE:** February 11, 2009

**SUBJECT:** Agenda Item for February 24, 2009 Commission Meeting  
Request for Annual Renewals of Tax Abatements

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The Economic Development Advisory Committee met on February 11, 2009, to consider annual renewals of tax abatements for the following companies:

Company Name	Docket #	Original Exemption Year	Current Year	Exemption Ends in Year
Martinous Produce	2005-9026-EDX	2005	2009/5 of 6	2010
Pitsco	2006-4096-EDX	2006	2009/4 of 6	2011
Pitt Plastics	2004-1211-IRBX	2004	2009/6 of 10	2013
Names and Numbers	2007-7936-IRBX	2008	2009/2 of 8	2015
Superior Industries	2004-6595-EDX	2004	2009/6 of 10	2013
Superior Industries	2005-9025-EDX	2005	2009/5 of 10	2014

All of the original tax abatements were based on capital improvements. The renewals for Martinous Produce, Pitsco, Pitt Plastics and Names and Numbers have met the following three basic criteria for renewals based on capital investment:

1. The building and equipment are still in use;
2. The owners are still the same; and
3. All other taxes are current.

Due to its recent plant closure and transfer or sell of all machinery and equipment, Superior Industries is no longer qualified for tax abatement and was withdrawn from consideration by the EDAC.

The Economic Development Advisory Committee voted to pass a motion to forward to the Governing Body a recommendation approving the annual tax abatement renewals for Martinous Produce, Pitsco, Pitt Plastics, and Names and Numbers.

Please place this item on the agenda for the City Commission meeting scheduled for February 24, 2009. Action necessary would be to approve or disapprove the committee recommendation.

VENDOR SET: 99 City of Pittsburg, KS  
BANK: \* ALL BANKS  
DATE RANGE: 2/04/2009 THRU 2/17/2009

VENDOR I.D.	NAME	STATUS	CHECK		AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
			DATE				NO	STATUS	AMOUNT
C-CHECK	VOID CHECK	V	2/06/2009				158896		
C-CHECK	VOID CHECK	V	2/06/2009				158897		
C-CHECK	VOID CHECK	V	2/09/2009				158899		
C-CHECK	VOID CHECK	V	2/09/2009				158900		

\* \* T O T A L S \* \*

	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	4	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: *	TOTALS:	4	0.00	0.00	0.00
BANK: *	TOTALS:		4	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0175	REGISTER OF DEEDS	R	2/04/2009			158886		7.00
5280	KANSAS BOARD OF TAX APPEALS	R	2/05/2009			158887		50.00
0094	M&I BANK	R	2/05/2009			158888		250.00
6135	MCNEARNEY & ASSOCIATES LLC	R	2/05/2009			158889		191.57
1005	NATIONAL FIRE PROTECTION ASSOC	R	2/05/2009			158890		150.00
6158	TODD A NORRIS	R	2/05/2009			158891		110.73
6136	US DEPARTMENT OF EDUCATION	R	2/05/2009			158892		271.13
6183	CARA WARD	R	2/05/2009			158893		143.44
0523	AT&T	R	2/06/2009			158895		4,874.56
1108	WESTAR ENERGY	R	2/09/2009			158898		60,704.71
2519	EAGLE BEVERAGE CO INC	R	2/09/2009			158901		99.60
6134	HON COMPANY	R	2/09/2009			158902		14,950.04
2150	AT&T	R	2/10/2009			158903		249.08
5914	RODNEY TALCOTT	R	2/10/2009			158904		20.71
6149	LIVERPOOL LEGENDS	R	2/12/2009			158928		5,625.00
5589	ALLTEL	R	2/13/2009			158929		306.30
5966	BOBCAT OF SPRINGFIELD	R	2/17/2009			158962		165.69
6170	CAPSTONE PRESS INC	R	2/17/2009			158963		35.90
6192	KATHLEEN CERNE	R	2/17/2009			158964		600.00
5759	COMMUNITY HEALTH CENTER OF SEK	R	2/17/2009			158965		129.67
6185	COPY CENTER OF TOPEKA	R	2/17/2009			158966		23.01
0118	FED EX	R	2/17/2009			158967		13.11

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&amp;I Bank

DATE RANGE: 2/04/2009 THRU 2/17/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4896	THE FORT SCOTT TRIBUNE	R	2/17/2009			158968		72.00
6191	MARADETH FREDERICK	R	2/17/2009			158969		600.00
0203	GADES SALES CO INC	R	2/17/2009			158970		4,273.00
3291	GCSAA	R	2/17/2009			158971		160.00
6193	JOHNSON CORROSION ENGINEERING	R	2/17/2009			158972		2,820.00
6196	KANSAS MUNICIPAL JUDGES ASSOCI	R	2/17/2009			158973		25.00
5248	KCDAA	R	2/17/2009			158974		365.00
0266	JOHN S KUTZ	R	2/17/2009			158975		5,000.00
6083	ZACK LONG	R	2/17/2009			158976		1,498.88
6194	BRAD MATTIVI	R	2/17/2009			158977		532.80
5910	PRICE T PRINTING	R	2/17/2009			158978		360.00
4733	JOHN RENN	R	2/17/2009			158979		2,500.00
6184	SOCIETY FOR HUMAN RESOURCE MAN	R	2/17/2009			158980		160.00
5934	STOUFFER COMMUNICATIONS	R	2/17/2009			158981		40.00
1108	WESTAR ENERGY	R	2/17/2009			158982		48.60
0011	AMERICAN ELECTRIC INC	E	2/11/2009			999999		117.12
0034	CRONISTER BROTHERS, INC	E	2/11/2009			999999		446.02
0039	BATTERY MART INC	E	2/11/2009			999999		47.80
0044	CRESTWOOD COUNTRY CLUB	E	2/11/2009			999999		421.04
0046	ETTINGERS OFFICE SUPPLY	E	2/11/2009			999999		678.41
0054	JOPLIN SUPPLY COMPANY	E	2/11/2009			999999		545.58
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	2/11/2009			999999		669.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0063	LOCKE WHOLESALE SUPPLY	E	2/11/2009			999999		21.00
0074	RUSSELL BELDEN ELECTRIC COMPAN	E	2/11/2009			999999		123.76
0078	SUPERIOR LINEN SERVICE	E	2/11/2009			999999		289.29
0083	WATER PRODUCTS INC	E	2/11/2009			999999		13,273.06
0084	INTERSTATE EXTERMINATOR, INC.	E	2/11/2009			999999		335.00
0087	FORMS ONE	E	2/11/2009			999999		218.65
0088	D & H LEASING INC	E	2/11/2009			999999		39.18
0092	KANSAS COMMUNICATIONS SYSTEMS,	E	2/11/2009			999999		1,252.29
0094	M&I BANK	D	2/06/2009			999999		52.17
0101	BUG-A-WAY INC	E	2/11/2009			999999		20.00
0104	HORNBACKS POSEY SHOP	E	2/11/2009			999999		39.00
0105	PITTSBURG AUTOMOTIVE INC	E	2/11/2009			999999		2,533.62
0112	MARRONES INC	E	2/11/2009			999999		369.70
0113	VALLEY MACHINERY INC	E	2/11/2009			999999		4,000.00
0117	THE MORNING SUN	E	2/11/2009			999999		144.64
0128	MT CARMEL MEDICAL CENTER	E	2/11/2009			999999		21.65
0129	PROFESSIONAL ENGINEERING CONSU	E	2/11/2009			999999		33,766.58
0136	CHARLESWORTH & ASSOCIATES LC	E	2/11/2009			999999		450.00
0145	BROADWAY LUMBER COMPANY, INC.	E	2/11/2009			999999		589.78
0154	BLUE CROSS & BLUE SHIELD	D	2/05/2009			999999		9,934.88
0154	BLUE CROSS & BLUE SHIELD	D	2/12/2009			999999		11,536.07
0163	O'REILLY AUTOMOTIVE INC	E	2/11/2009			999999		79.87

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0177	BOOK WHOLESALERS INC	E	2/11/2009			999999		237.86
0179	FILTER-TEK, INC.	E	2/11/2009			999999		55.13
0181	INGRAM	E	2/11/2009			999999		168.69
0183	PRO-PRINT INC	E	2/11/2009			999999		176.00
0185	MISSION CLAY PRODUCTS	E	2/11/2009			999999		734.56
0194	KANSAS STATE TREASURER	E	2/11/2009			999999		5,674.50
0196	ALCOHOL & DRUG SAFETY	E	2/11/2009			999999		1,152.00
0199	KIRKLAND WELDING SUPPLIES	E	2/11/2009			999999		121.50
0200	SHERWIN WILLIAMS COMPANY	E	2/11/2009			999999		78.69
0207	PEPSI-COLA BOTTLING CO OF PITT	E	2/11/2009			999999		677.65
0224	KDOR	D	2/04/2009			999999		930.15
0224	KDOR	D	2/06/2009			999999		3,039.00
0276	JOE SMITH COMPANY, INC.	E	2/11/2009			999999		123.75
0278	LAWSON PRODUCTS INC	E	2/11/2009			999999		307.65
0286	R&R PRODUCTS INC	E	2/11/2009			999999		285.69
0292	UNIFIRST CORPORATION	E	2/11/2009			999999		308.23
0294	COPY PRODUCTS INC	E	2/11/2009			999999		3,142.52
0300	PITTSBURG FORD-MERCURY, INC.	E	2/11/2009			999999		359.35
0303	601 DONUT SHOP	E	2/11/2009			999999		26.15
0305	BBD SYSTEMS INC	E	2/11/2009			999999		64.00
0306	CASTAGNO OIL CO INC	E	2/11/2009			999999		170.20
0308	DOBRAUC OIL COMPANY INC	E	2/11/2009			999999		1,933.96

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0312	HACH COMPANY	E	2/11/2009			999999		98.61
0329	O'MALLEY IMPLEMENT CO INC	E	2/11/2009			999999		221.12
0332	PITTCRAFT PRINTING	E	2/11/2009			999999		463.00
0337	CROSS-MIDWEST TIRE	E	2/11/2009			999999		20.25
0339	GENERAL MACHINERY	E	2/11/2009			999999		753.16
0345	VICTOR L PHILLIPS CO	E	2/11/2009			999999		359.61
0347	LYNN'S QUICK LUBE	E	2/11/2009			999999		78.40
0348	TYRELL'S SERVICE INC	E	2/11/2009			999999		1,242.94
0375	CONVENIENT WATER COMPANY	E	2/11/2009			999999		20.00
0400	QUILL CORPORATION	E	2/11/2009			999999		231.04
0409	WISEMAN'S DISCOUNT TIRE INC	E	2/11/2009			999999		235.85
0414	SELLERS EQUIPMENT INC	E	2/11/2009			999999		256.00
0420	CONTINENTAL RESEARCH CORP	E	2/11/2009			999999		231.00
0434	UNITED LABORATORIES	E	2/11/2009			999999		429.47
0444	ROBERT BRENT LINDER	E	2/11/2009			999999		342.78
0455	LARRY BARRETT BODY * FRAME * T	E	2/11/2009			999999		2,975.19
0460	JOHN NEWBERRY	E	2/11/2009			999999		49.95
0486	MID-STATES ORGANIZED CRIME INF	E	2/11/2009			999999		200.00
0504	LYNN PEAVEY COMPANY	E	2/11/2009			999999		100.40
0525	3M	E	2/11/2009			999999		1,025.04
0534	TYLER TECHNOLOGIES	E	2/11/2009			999999		2,675.00
0573	WORLDWIDE DIRECTORY PRODUCT SA	E	2/11/2009			999999		87.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0583	DICKINSON INDUSTRIES INC	E	2/11/2009			999999		390.90
0585	MOLLE MC AUTOMOTIVE INC	E	2/11/2009			999999		1,038.87
0587	WESTCO	E	2/11/2009			999999		557.76
0589	BERRY TRACTOR & EQUIPMENT	E	2/11/2009			999999		102.62
0627	BOETTCHER SUPPLY INC	E	2/11/2009			999999		260.87
0631	TRI-STATE BUILDING & SUPPLY CO	E	2/11/2009			999999		6,473.00
0659	PAYNES INC	E	2/11/2009			999999		1,399.30
0704	NEPTUNE RADIATOR AND AUTO	E	2/11/2009			999999		53.00
0709	BATES SALES COMPANY INC	E	2/11/2009			999999		152.78
0711	HAYNES EQUIPMENT CO INC	E	2/11/2009			999999		391.42
0714	SHARE CORPORATION	E	2/11/2009			999999		750.00
0746	CDL ELECTRIC COMPANY	E	2/11/2009			999999		193.29
0786	RICHARD RHEUMS	E	2/11/2009			999999		741.58
0803	OLD DOMINION BRUSH CO	E	2/11/2009			999999		770.22
0805	BROADWAY ANIMAL HOSPITAL	E	2/11/2009			999999		50.00
0823	TOUCHTON ELECTRIC INC	E	2/11/2009			999999		267.60
0942	CONRAD MACHINE INC	E	2/11/2009			999999		1,437.82
1013	SAFETY FIRST SUPPLY CO., LLC	E	2/11/2009			999999		147.54
1187	BINGHAM SAND & GRAVEL INC	E	2/11/2009			999999		4,703.96
1199	SCURLOCK INDUSTRIES CORP	E	2/11/2009			999999		91.80
1235	RHODES GROCERY INC	E	2/11/2009			999999		162.47
1264	UNIVERSITY OF KANSAS	E	2/11/2009			999999		405.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1327	KBI	E	2/11/2009			999999		17,211.00
1347	ELECTRIC MOTOR SUPPLY INC	E	2/11/2009			999999		3,365.00
1378	WHITE STAR	E	2/11/2009			999999		329.07
1478	KANSASLAND TIRE OF PITTSBURG	E	2/11/2009			999999		554.98
1490	ESTHERMAE TALENT	E	2/11/2009			999999		50.00
1545	JRB INDUSTRIES INC	E	2/12/2009			999999		21,038.62
1619	MIDWEST TAPE	E	2/11/2009			999999		586.94
1704	AMERICAN MEDIA INVESTMENTS	E	2/11/2009			999999		260.00
1792	B&L WATERWORKS SUPPLY INC	E	2/11/2009			999999		137.55
1923	AUTOZONE	E	2/11/2009			999999		167.90
1977	CDW GOVERNMENT, INC.	E	2/11/2009			999999		2,382.38
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	2/11/2009			999999		212.55
2226	KEY EQUIPMENT & SUPPLY CO INC	E	2/11/2009			999999		292.74
2767	BRENNTAG SOUTHWEST, INC	E	2/11/2009			999999		1,995.00
2825	KANSAS DEPT OF ADMINISTRATION	E	2/11/2009			999999		544.66
2841	KDH&E	E	2/11/2009			999999		612.00
2960	PACE ANALYTICAL SERVICES INC	E	2/11/2009			999999		415.00
3014	PUBLIC SAFETY CENTER, INC	E	2/11/2009			999999		425.57
3192	MUNICIPAL CODE CORP	E	2/11/2009			999999		493.40
3261	PITTSBURG AUTO & GLASS	E	2/11/2009			999999		220.00
3570	AMERICAN EXPRESS	D	2/04/2009			999999		48.80
3697	LR ENTERPRISES LLC	E	2/11/2009			999999		203.70

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3971	FASTENAL COMPANY	E	2/11/2009			999999		312.37
3972	WASHINGTON ELECTRONICS INC	E	2/11/2009			999999		55,194.45
4081	PHI MU ALPHA SINFONIA	E	2/11/2009			999999		800.00
4133	T.H. ROGERS HOMECENTER	E	2/11/2009			999999		311.26
4183	BARBIZON LIGHT	E	2/11/2009			999999		73.77
4186	KEN WILKERSON	E	2/11/2009			999999		5,000.00
4272	INTERNATIONAL CODE COUNCIL INC	E	2/11/2009			999999		35.00
4277	AMERICAN EQUIPMENT CO	E	2/11/2009			999999		56.45
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	2/11/2009			999999		415.57
4618	TRESA NOYES	E	2/11/2009			999999		591.50
4638	SOUND PRODUCTS	E	2/11/2009			999999		46.35
4698	THE MORNING SUN	E	2/11/2009			999999		121.57
4699	KSAFC	E	2/11/2009			999999		20.00
4702	GEORGE WARD	E	2/11/2009			999999		4,245.33
4766	ACCURATE ENVIRONMENTAL	E	2/11/2009			999999		1,057.50
4782	HEART OF AMERICA CHAPTER ICC	E	2/11/2009			999999		35.00
4791	SPRINGSTED INCORPORATED	E	2/11/2009			999999		5,165.00
4925	MASEK GOLF CAR COMPANY	E	2/11/2009			999999		121.80
4932	ULTRAMAX	E	2/11/2009			999999		2,055.00
5204	HNTB CORPORATION	E	2/11/2009			999999		3,421.41
5236	SHOWCASES	E	2/11/2009			999999		222.78
5275	US LIME COMPANY-ST CLAIR	E	2/11/2009			999999		6,397.30

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5474	THE UPS STORE	E	2/11/2009			999999		7.30
5552	NATIONAL SIGN CO INC	E	2/11/2009			999999		683.83
5581	KOAM	E	2/11/2009			999999		1,000.00
5591	GILMORE PLUMBING & HEATING	E	2/11/2009			999999		273.06
5617	AMERICAN PUBLIC WORKS ASSOCIAT	E	2/11/2009			999999		137.00
5640	CORRECT CARE SOLUTIONS LLC	E	2/11/2009			999999		17.50
5668	COUNTRYSIDE ANIMAL HOSPITAL OF	E	2/11/2009			999999		35.25
5745	FLUID EQUIPMENT COMPANY INC	E	2/11/2009			999999		3,458.69
5756	FOULSTON SIEFKIN LLP	E	2/11/2009			999999		615.08
5758	ROLL OFF SERVICES INC	E	2/11/2009			999999		149.00
5791	HOSPITAL DISTRICT #1 OF CRAWFO	E	2/11/2009			999999		224.85
5855	SHRED-IT USA INC	E	2/11/2009			999999		120.00
5904	TASC	D	2/09/2009			999999		6,700.45
5944	KCR INTERNATIONAL TRUCKS	E	2/11/2009			999999		13.30
5989	CASCO INDUSTRIES INC	E	2/11/2009			999999		59.01
6016	SCHOLASTIC LIBRARY PUBLISHING	E	2/11/2009			999999		214.50
6029	GARSITE/PROGRESS LLC	E	2/11/2009			999999		1,250.50
6117	ALEXANDER OPEN SYSTEMS INC	E	2/11/2009			999999		210,479.20
6175	HENRY C MENGHINI	E	2/11/2009			999999		285.00

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	37	107,426.53	0.00	107,426.53
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	32,241.52	0.00	32,241.52
EFT:	151	465,149.27	0.00	465,149.27
NON CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	0	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: 80144	TOTALS:	195	604,817.32	0.00	604,817.32
BANK: 80144	TOTALS:	195	604,817.32	0.00	604,817.32	

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: EFT MANUAL EFTS  
 DATE RANGE: 2/04/2009 THRU 2/17/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0152	JOHN VAN GORDEN	E	2/09/2009			999999		329.39
0297	PETTY CASH FUND	E	2/05/2009			999999		2,860.47
0577	KANSAS GAS SERVICE	E	2/10/2009			999999		39,522.95
0866	AVFUEL CORPORATION	E	2/13/2009			999999		15,577.24
1008	BENJAMIN M BEASLEY	E	2/11/2009			999999		400.00
1231	JOHN LOVELL	E	2/11/2009			999999		300.00
1421	SMITH RENTALS	E	2/11/2009			999999		550.00
2624	JAMES ZIMMERMAN	E	2/11/2009			999999		400.00
2631	KEN BELL	E	2/09/2009			999999		115.00
3668	MID AMERICA PROPERTIES OF PITT	E	2/11/2009			999999		575.00
3746	JAROLD BONBRAKE	E	2/11/2009			999999		500.00
3856	MATTHEW L HOISINGTON	E	2/13/2009			999999		300.00
5296	RFB CONSTRUCTION INC	E	2/17/2009			999999		36,660.00
5371	PITTSBURG FAMILY YMCA	E	2/05/2009			999999		1,015.53
5572	STANTEC CONSULTING CORPORATION	E	2/09/2009			999999		13,621.52
5689	CONNIE ETZKIN	E	2/09/2009			999999		118.17
5690	CORGILL CONSTRUCTION INC	E	2/10/2009			999999		42,645.90
5788	CROSSLAND CONSTRUCTION INC	E	2/17/2009			999999		156,491.09
5873	T J BARNOW	E	2/06/2009			999999		44.07
6034	JEFF WILBERT	E	2/05/2009			999999		214.12
6138	CHARLES R GILMORE TRUST	E	2/11/2009			999999		325.00
6150	JAMES L COX	E	2/11/2009			999999		550.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: EFT MANUAL EFTS  
DATE RANGE: 2/04/2009 THRU 2/17/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6152	MARTHA R CAMPBELL	E	2/11/2009			999999		400.00
6298	KEVAN L SCHUPBACH	E	2/11/2009			999999		600.00

\* \* T O T A L S \* \*

	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	24	314,115.45	0.00	314,115.45
NON CHECKS:	0	0.00	0.00	0.00

	VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	0	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: EFT TOTALS: 24 314,115.45 0.00 314,115.45

BANK: EFT TOTALS: 24 314,115.45 0.00 314,115.45

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: PY PAYROLL PAYABLES  
 DATE RANGE: 2/04/2009 THRU 2/17/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0094	M&I BANK	D	2/06/2009			000000		76,112.39
0321	KP&F	D	2/06/2009			000000		29,241.05
0728	ICMA	D	2/06/2009			000000		7,412.83
1050	KPERS	D	2/06/2009			000000		21,025.74
0349	UNITED WAY OF CRAWFORD COUNTY	R	2/06/2009			158849		45.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	2/06/2009			158850		347.73
2577	OK CENTRALIZED SUPPORT RE	R	2/06/2009			158851		130.97
4252	GENERAL REVENUE CORPORATION	R	2/06/2009			158852		205.88
2228	KANSAS PAYMENT CENTER	R	2/06/2009			158853		1,582.24
0028	PAYROLL CLEARING	E	2/06/2009			999999		71,744.48

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	5	2,311.82	0.00	2,311.82
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	133,792.01	0.00	133,792.01
EFT:	1	71,744.48	0.00	71,744.48
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
		0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: PY	TOTAL	10	207,848.31	0.00	207,848.31
BANK: PY	TOTALS:		10	207,848.31	0.00	207,848.31
REPORT TOTALS:			233	1,126,781.08	0.00	1,126,781.08

Passed and Approved this 24<sup>th</sup> day of February, 2009.

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Pamela Henderson, Mayor

ATTEST:

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Tammy Nagel, City Clerk



## Interoffice Memorandum

**TO:** CITY COMMISSION

**FROM:** JOHN D. VANGORDEN  
Interim City Manager

**DATE:** February 18, 2009

**SUBJECT:** Agenda Item – February 24, 2009  
Potential Economic Stimulus Projects

---

In response to President Obama signing the stimulus package into law on Tuesday, the City staff has prepared a list of projects for possible funding. The attached narrative provides a brief description of projects the staff has been informed should be eligible for funding under the stimulus package.

It is the staff's understanding that these funds will be disbursed to various Federal and State agencies for distribution, so these projects have been divided up into the various categories within these agencies. They are listed according to the staff's perceived priority and fundability under the various categories.

All of these projects are contained in the City's 5-year Capital Improvements Plan and are in various stages of being ready to bid or can be ready to bid within a short period of time. It is staff's understanding that requests for projects to be funded by the stimulus package will be coming soon and responses will need to be submitted quickly. Therefore, staff is asking the City Commission's approval of these projects so that when the request for funding is received the City may respond promptly.

If you have any questions concerning this matter, please do not hesitate to contact me.

Attachment: Narrative

## **NARRATIVE POTENTIAL ECONOMIC STIMULUS PROJECTS**

The following is a brief description of projects that the Staff is recommending for submittal as part of the Economic Stimulus Program. These are either projects which are currently in progress or which have long been identified as priorities.

Our understanding is that there will be a number of categories and that inclusion of a project under one category will not affect the likelihood of inclusion of projects under other categories.

### **WATER PROJECTS**

1) **WATER TREATMENT PLANT**

The City currently has a water treatment plant expansion project under design. The plans for this project are expected to be complete and ready for bid in May, 2009. This project will update the plant, which was constructed in 1971, to produce a higher quality water, to meet current standards and to provide for more efficient operational controls.

We believe that the best opportunity for funding is for the proposed addition of a standby generator and for the option of constructing an ozone disinfection system.

2) **LONE STAR WATER LINE**

This project is approximately 2 miles long through mostly open areas. It would serve to provide a loop for the water line serving the airport area, including Sugar Creek Packing.

Some preliminary work was performed last summer. We have also contacted many of the property owners involved with easement acquisition. While the design has not advanced very far, we believe this project is relatively uncomplicated and could therefore move quickly to bid. The cost of this project is likely to be in the \$1.0 million range.

### **WASTEWATER PROJECTS**

1) **SOUTHEAST LIFT STATION IMPROVEMENTS**

This large pumping facility, located East of Rouse and North of Deer Creek Run, serves the Eastern portion of Pittsburg. The station was constructed in the 1970's with large, inefficient pump motors. Due to its age, the station has also developed several major maintenance issues and the flow monitoring system has always been inadequate.

By providing the pump motors with energy efficient variable speed drives by addressing the other issues, this station will be able to provide reliable and much less costly service to the City. A new standby generator would also be included in the project.

A design memo is currently being produced which will further identify the problems which need to be addressed and the associated costs. The costs at this time are expected to be in the \$750,000 range.

- 2) **SANITARY SEWER LINE REHABILITATION**  
We currently have plans ready to bid for the repair of sanitary sewer lines over the city. This project was put on hold until the investigation of the sewer along the US-69 bypass was complete.

These repairs cover a large part of the community. The types of repair include pipe relining, pipe replacement by trenchless technology (pipe bursting) and pipe replacement by open cut. The project estimate is \$1.2 million.

- 3) **MALL LIFT STATION**  
This project is currently under design with plans scheduled to be complete within 90 days. The lift station is located between the Meadowbrook Mall and Ron's IGA near where the new bike path enters the mall property. The concept is to replace the 40+ year old below ground station with a submersible pump station. This will eliminate the need for operators to enter the station as the new controls will be at ground level. A new standby generator would also be included.

Problems have been ongoing with this station for some time. Its replacement is considered critical to ensure constant and reliable service to this area. The project estimate is \$250,000.

### **KDOT PROJECTS-GENERAL**

- 1) **KLINK Projects**  
We have identified three sections of Broadway which need resurfacing now or in the immediate future. These are, in order of priority,

Broadway from Centennial to Hudson and from Cleveland to Williams (\$250,000)

Broadway from Madison to Second (\$500,000)

Broadway from 11<sup>th</sup> Street to 20<sup>th</sup> Street (\$345,000)

These projects are normally funded 50/50 with a maximum KDOT participation of \$200,000. We are unsure if these conditions will hold true for the stimulus package projects.

No design work has been started on these projects, but due to the nature of this construction, we would be able to move quickly to bid.

## **KDOT PROJECTS-TRANSPORTATION ENHANCEMENTS**

### 1) WATCO BIKE PATH

This program is a set aside for particular project types. This is the program which we used to fund the downtown and the bike path on Centennial and Joplin.

Our recommendation is to request funding for a concrete path from Leffler Park to 12<sup>th</sup> and Broadway along with the planned parking lot at 12<sup>th</sup> and Broadway.

We believe that with the agreements and work already in place on this project, we would stand a very good chance of receiving funding. This would be an approximate \$0.5 million dollar project. Preliminary applications for this type of project are due on February 27<sup>th</sup>.



## Interoffice Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

**FROM:** WILLIAM A. BEASLEY  
Director of Public Works

**DATE:** February 9, 2009

**SUBJECT:** Agenda Item – February 24, 2009  
Grant Offer from FAA  
Update Airport Master Plan and Airport Layout Plan  
(Phase 1 – Part A)

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The City of Pittsburg has received a Grant Offer from FAA in the amount of \$123,693 for airport planning to update the Airport Master Plan and Airport Layout Plan. This Grant is based on a 95% FAA/5% Local funding split. The City's share of this project (5%) will be funded with EDAC funds.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 24, 2009. Action being requested is for the City to accept the Grant Offer from FAA and authorize the Interim City Manager to sign the Grant Acceptance on behalf of the City.

If you have any questions concerning this matter, please do not hesitate to contact me.

cc: Tammy Nagel, City Clerk  
Project File  
Memo File



U.S. Department of Transportation  
Federal Aviation Administration  
Airports Division

## GRANT AGREEMENT

### Part 1 - Offer

---

**Date of Offer: February 9, 2009**

**Atkinson Municipal Airport**

**Pittsburg, Kansas**

**Project No. 3-20-0069-11-2009**

**ECHO Control Number: 69 AA 3062**

**DUNS Number: 030 662 175**

**TO:** City of Pittsburg, Kansas  
(herein called the "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 February 2, 2009, for a grant of Federal funds for a project at or associated with the Atkinson Municipal Airport/Planning Area which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

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

**Update Airport Master Plan and Airport Layout Plan (Phase 1 – Part A)**

all as more particularly described in the Project Application.

**NOW THEREFORE**, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States' share of the allowable costs incurred in accomplishing the Project, ninety-five percent (95%) thereof.

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

### Conditions

1. The maximum obligation of the United States payable under this offer shall be \$ 123,693. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of The Act, the following amounts are being specified for this purpose:

\$ 123,693	for planning
-0-	for airport development or noise program implementation.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under The Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. 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.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. This offer shall expire and the United States shall 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 February 25, 2009, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall 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 in 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 disbursed by the Sponsor that were originally paid pursuant to this or any other Federal Grant Agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. It shall 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 shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons, which may arise from, or be incident to, compliance with this Grant Agreement.

9. **TRAFFICKING IN PERSONS:**

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

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

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

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

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— February 19, 2008 3
  - A. Associated with performance under this award; or
  - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are February 19, 2008 4 contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - ii. Includes:
    - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102

10. **CENTRAL REGION ECHO GRANT PAYMENTS:** The sponsor agrees to:

- a. Comply with the Central Region ECHO Grant Payment Request Guidelines and Procedures (see AIP Sponsor Guide, Section 1500 Grant Payments) and
- b. Request cash drawdowns on the ECHO system only when actually needed for reimbursement of eligible project costs and
- c. Submit timely reports of such disbursements as required.

It is understood that failure to adhere to this provision may cause revocation of the ECHO Control Number.

11. **BUY AMERICAN:** Unless otherwise approved by the FAA, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

12. **MAXIMUM OBLIGATION INCREASE FOR NONPRIMARY AIRPORTS:** In accordance with section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects;
- c. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

13. **LETTER AMENDMENT - PLANNING:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the grant amount exceeds the expected needs of the sponsor the grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Upon issuance of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified.
14. **RUNWAY PROTECTION ZONES:** The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:
- a. **Existing Fee Title Interest in the Runway Protection Zone:** The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
  - b. **Existing Easement Interest in the Runway Protection Zone:** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
  - c. **Future Interest in the Runway Protection Zone:** The Sponsor agrees that it will acquire fee title or less-than-fee interest in the Runway Protection Zones for runways that presently are not under its control within 5 years of this Grant Agreement. Said interest shall provide the protection noted in above Subparagraphs a and b.
15. **PHASE 1 GRANT:** This Phase I grant is intended to be the first phase of a two-phase project. The negotiated agreement of the entire project will be completed with sufficient time to properly apply for a Phase II grant prior to August 15, 2009. The Sponsor shall not drawdown on this grant until the negotiated agreement is executed. The Phase II grant funding will be the difference in funding necessary for Federal share of the entire project less the Phase I funding, subject to available Sponsor entitlements and/or the announcement of discretionary funds. The FAA makes no commitment of funding beyond the Sponsor's available entitlements pursuant to law. If the project does not receive an acceptable negotiated agreement, or sufficient funding is unavailable, the FAA has the option to close this grant and recover the funds.

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, as provided by The Act, 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 assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

(Name) *[Signature]*  
(Title) Manager, Airports Division Central Region

**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 terms and conditions in this Offer and in the Project Application.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Pittsburg, Kansas  
(Name of Sponsor)

By \_\_\_\_\_  
(Sponsor's Designated Official Representative)

(SEAL)

Title \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

**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 relating thereto, and find that acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and The Act. 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.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Sponsor's Attorney

# APPLICATION FOR FEDERAL ASSISTANCE

		2. DATE SUBMITTED 2/2/09	Applicant Identifier
1. TYPE OF SUBMISSION		3. DATE RECEIVED BY STATE	State Application Identifier
Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		4. DATE RECEIVED BY AGENCY	Federal Identifier 3-20-0069-11
Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction			
5. APPLICANT INFORMATION			
Legal Name: City of Pittsburg, Kansas		Organizational Unit: Municipality Department: Public Works	
Organizational DUNS: 030662175		Division:	
Address: Street: 201 W. Fourth		Name and telephone of person to be contacted on matters involving this application (give area code)	
City: Pittsburg		Prefix: Mr.	First Name: William
County: Crawford		Middle Name: Arthur	
State: Kansas		Last Name: Beasley	
Zip Code: 66762		Suffix:	
Country: United States		Email: Billb@pittks.org	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 4 8 - 6 0 4 1 0 0 3		Phone Number (give area code) (620) 231 - 4170	Fax Number (give area code) (620) 231 - 2103
8. TYPE OF APPLICATION <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) A <input type="checkbox"/> Other (specify)		7. TYPE OF APPLICANT (See back of form for Application Types) C. Municipal Other (Specify)	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NO. 2 0 - 1 0 6 TITLE (Name of Program): Airport Improvement Program		9. NAME OF FEDERAL AGENCY: Federal Aviation Administration	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Pittsburg, Crawford County, Kansas		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Master Plan Update	
13. PROPOSED PROJECT Start Date: 4/1/09 Ending Date: 3/31/10		14. CONGRESSIONAL DISTRICTS OF: a. Applicant: Kansas No. 2 b. Project: Kansas No. 2	
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 133,000. <sup>00</sup>	a. YES. <input type="checkbox"/>	THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE : _____ PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
b. Applicant	\$ 7,000. <sup>00</sup>	b. NO. <input checked="" type="checkbox"/>	
c. State	\$ <sup>00</sup>	<input type="checkbox"/>	
d. Local	\$ <sup>00</sup>		
e. Other	\$ <sup>00</sup>		
f. Program Income	\$ <sup>00</sup>	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes, If "Yes", attach an explanation <input checked="" type="checkbox"/> No	
g. TOTAL	\$ 140,000. <sup>00</sup>		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Authorized Representative			
Prefix Mr.		First Name: John	Middle Name: David
Last Name: VanGorden		Suffix:	
b. Title: Interim City Manager		c. Telephone: 620-231-4100	
d. Signature of Authorized Representative: <i>John D. VanGorden</i>		e. Date Signed: 2-2-09	

**PART II  
PROJECT APPROVAL INFORMATION**

Item 1.  
Does this assistance request require State, local, regional, or other priority rating?  
 Yes  No

Name of Governing Body: Pittsburg City Commission  
Priority: No. 1 on 5-year CIP submitted in February 2008

Item 2.  
Does this assistance request require State, or local advisory, educational or health clearances?  
 Yes  No

Name of Agency or Board:  
(Attach Documentation)

Item 3.  
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?  
 Yes  No

(Attach Comments)

Item 4.  
Does this assistance request require State, local, regional or other planning approval?  
 Yes  No

Name of Approving Agency:  
Date: / /

Item 5.  
Is the proposed project covered by an approved comprehensive plan?  
 Yes  No

Check one: State   
Local   
Regional   
Location of Plan:

Item 6.  
Will the assistance requested serve a Federal installation?  
 Yes  No

Name of Federal Installation:  
Federal Population benefiting from Project:

Item 7.  
Will the assistance requested be on Federal land or installation?  
 Yes  No

Name of Federal Installation:  
Location of Federal Land:  
Percent of Project:

Item 8.  
Will the assistance requested have an impact or effect on the environment?  
 Yes  No

See instruction for additional information to be provided

Item 9.  
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?  
 Yes  No

Number of:  
Individuals. \_\_\_\_\_  
Families. \_\_\_\_\_  
Businesses. \_\_\_\_\_  
Farms. \_\_\_\_\_

Item 10.  
Is there other related Federal assistance on this project previous, pending, or anticipated?  
 Yes  No

See instructions for additional information to be provided.

**PART III - BUDGET INFORMATION**

**SECTION A - BUDGET SUMMARY**

Grant Program, Function Or Activity  (a)	Federal Catalog No.  (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Airport Improvement	20-106	\$	\$	\$ 133,000	\$ 7,000	\$ 140,000
2.						
3.						
4.						
5. TOTALS		\$	\$	\$ 133,000	\$ 7,000	\$ 140,000

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1)	(2)	(3)	(4)	(5)
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	140,000				140,000
g. Construction					
h. Other					
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	\$ 140,000	\$	\$	\$	\$ 140,000
l. Program Income	\$	\$	\$	\$	\$ 0

**SECTION C - NON-FEDERAL RESOURCES**

(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. Airport Improvement Program	\$ 7,000	\$	\$	\$ 7,000
9.				
10.				
11.				
12. TOTALS	\$	\$	\$	\$

**SECTION D - FORECASTED CASH NEEDS**

	Total for 1 <sup>st</sup> Year	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4th Quarter
13. Federal	\$ 133,000	\$ 33,250	\$ 33,250	\$ 33,250	\$ 33,250
14. Non-Federal	7,000	1,750	1,750	1,750	1,750
15. TOTAL	\$	\$	\$	\$	\$

**SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

(a) GRANT PROGRAM	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTALS	\$	\$	\$	\$

**SECTION F - OTHER BUDGET INFORMATION**

(Attach additional sheets if necessary)

21 Direct Charges:

22. Indirect Charges:

23. Remarks:

**PART IV PROGRAM NARRATIVE** (Attach per instruction)

**PART IV**  
**PROGRAM NARRATIVE**  
*(Suggested Format)*

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

**PROJECT :Master Plan Update 3-20-0069-11**

**AIRPORT : Atkinson Municipal-Pittsburg, Kansas**

**1. Objective:**

To provide a current plan in accordance with Advisory Circular 150/5070-6 to guide future improvements at the airport. The current plan was performed in 1994 and does not reflect the current conditions at the airport and in the City of Pittsburg.

**2. Benefits Anticipated:**

This will serve to ensure the most effective use of local and federal funds in the development and construction of airport improvements.

**3. Approach :** *(See approved Scope of Work in Final Application)*

A consultant familiar with the development requirements of an Airport Master Plan will be hired to perform this activity. It is anticipated that this work will require approximately one year to complete.

**4. Geographic Location:**

Atkinson Municipal Airport is owned and operated by the City of Pittsburg, Kansas. It is located at the Northwest corner of the City in Sections 1 and 12-Township 30 South-Range 24 East.

**5. If Applicable, Provide Additional Information:**

**6. Sponsor's Representative:** *(include address & telephone number)*

Mr. John David VanGorden, Interim City Manager; 201 W. 4<sup>th</sup>; P.O. Box 688; Pittsburg, KS 66762  
(620) 231-4100

**ASSURANCES**  
**Airport Sponsors**

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**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 the grant offer by the sponsor, these assurances are incorporated in and become part of the 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 the 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 the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

**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 project including but not limited to the following:

**Federal Legislation**

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>2</sup>

- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- t. Copeland Anti kickback Act - 18 U.S.C. 874.<sup>1</sup>
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

### Executive Orders

- Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11988 – Flood Plain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs.
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- Executive Order 12898 - Environmental Justice

### Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>

- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 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.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.<sup>1,2</sup>
- m. 49 CFR Part 26 - Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.<sup>1</sup>
- o. 49 CFR Part 29 - Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
- p. 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.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>

#### Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

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

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

- a. **Public Agency Sponsor:** It has legal authority to apply for the 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 the 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 the 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 the 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. 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 the 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 the 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 insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
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. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
  11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such

reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, 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 the grant, the total cost of the project in connection with which the 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 the 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 the 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 the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), 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 the 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 Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. 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 the 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 airmen 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. Provided, however, that 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.
- 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 Section 47107 of Title 49, United States Code.

**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 the 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:
    - (i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
    - (ii) 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, or rights in buildings of the sponsor 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. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall

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

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where 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: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. **Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, 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, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.
- 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, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

- 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.** 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 with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 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 the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_ and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 35. Relocation and Real Property Acquisition.** (1) 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. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) 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 recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure

non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 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).

- 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 section 47102 of title 49, U.S.C.) 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

**CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED  
AND PFC APPROVED PROJECTS**

**Dated: 3/21/2007**

View the most current versions of these ACs and any associated changes at  
[http://www.faa.gov/airports\\_airtraffic/airports/resources/advisory\\_circulars/](http://www.faa.gov/airports_airtraffic/airports/resources/advisory_circulars/).

<b>NUMBER</b>	<b>TITLE</b>
70/7460-1K*	Obstruction Marking and Lighting
150/5000-13	Announcement of Availability--RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airport Surface Movement Sensors
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5200-28C	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30A and Changes 1 through 8	Airport Winter Safety and Operations
150/5200-33A	Hazardous Wildlife Attractants On or Near Airports
150/5210-5B	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7C	Aircraft Fire and Rescue Communications
150/5210-13B	Water Rescue Plans, Facilities, and Equipment
150/5210-14A	Airport Fire and Rescue Personnel Protective Clothing
150/5210-15	Airport Rescue & Firefighting Station Building Design
150/5210-18	Systems for Interactive Training of Airport Personnel
150/5210-19	Driver's Enhanced Vision System (DEVS)
150/5220-4B	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-10C	Guide Specification for Water/Foam Type Aircraft Rescue and Firefighting Vehicles
150/5220-13B	Runway Surface Condition Sensor Specification Guide
150/5220-16C	Automated Weather Observing Systems for Non-Federal Applications
150/5220-17A and Change 1	Design Standards for Aircraft Rescue Firefighting Training Facilities
150/5220-18	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-19	Guide Specification for Small, Dual-Agent Aircraft Rescue and Firefighting Vehicles
150/5220-20 and Change 1	Airport Snow and Ice Control Equipment
150/5220-21B	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments

FAA Advisory Circulars Required For Use In AIP Funded And PFC Approved Projects  
 March 21, 2007

NUMBER	TITLE
150/5220-22A	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5300-13 and Changes 1 through 10	Airport Design
150/5300-14 and Changes 1 through 2	Design of Aircraft Deicing Facilities
150/5300-16	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey
150/5300-18	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5B	Airport Drainage
150/5320-6D and Changes 1 through 4	Airport Pavement Design and Evaluation
150/5320-12C and Changes 1 through 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5320-15 and Change 1	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5A	Standardized Method of Reporting Pavement Strength PCN
150/5340-1J	Standards for Airport Markings
150/5340-5B and Change 1	Segmented Circle Airport Marker System
150/5340-18D	Standards for Airport Sign Systems
150/5340-30B	Design and Installation Details for Airport Visual Aids
150/5345-3E	Specification for L821 Panels for Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10F	Specification for Constant Current Regulators Regulator Monitors
150/5345-12E	Specification for Airport and Heliport Beacon
150/5345-13A	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26C	Specification for L823 Plug and Receptacle, Cable Connectors

FAA Advisory Circulars Required For Use In AIP Funded And PFC Approved Projects  
 March 21, 2007

NUMBER	TITLE
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28F	Precision Approach Path Indicator (PAPI) Systems
150/5345-39C	FAA Specification L853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44G	Specification for Taxiway and Runway Signs
150/5345-45B	Low-Impact Resistant (LIR) Structures
150/5345-46C	Specification for Runway and Taxiway Light Fixtures
150/5345-47B	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49B	Specification L854, Radio Control Equipment
150/5345-50A	Specification for Portable Runway and Taxiway Lights
150/5345-51A	Specification for Discharge-Type Flasher Equipment
150/5345-52	Generic Visual Glideslope Indicators (GVGI)
150/5345-53C	Airport Lighting Equipment Certification Program
150/5345-54A and Change 1	Specification for L-1884 Power and Control Unit for Land and Hold Short
150/5345-55	Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-9	Planning and Design of Airport Terminal Facilities at NonHub Locations
150/5360-12D	Airport Signing and Graphics
150/5360-13 and Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5370-2E	Operational Safety on Airports During Construction
150/5370-10B	Standards for Specifying Construction of Airports
150/5370-11A	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement
150/5380-6A	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2B	Heliport Design
150/5390-3	Vertiport Design
150/5395-1	Seaplane Bases

\*This AC is available at <http://www.faa.gov/ats/ata/ai/index.html> or [http://www.airweb.faa.gov/Regulatory\\_and\\_Guidance\\_Library/rgAdvisoryCircular.nsf/MainFrame?OpenFrameSet](http://www.airweb.faa.gov/Regulatory_and_Guidance_Library/rgAdvisoryCircular.nsf/MainFrame?OpenFrameSet).

**THE FOLLOWING ADDITIONAL APPLY to AIP PROJECTS ONLY**  
**Dated: 3/21/2007**

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 and Changes 1 through 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5300-15	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6B	Construction Progress and Inspection Report—Airport Grant Program
150/5370-11A	Use on Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5380-7A	Airport Pavement Management System
150/5380-8	Handbook for Identification of Alkali-Silica Reactivity in Airfield Pavements

**THE FOLLOWING ADDITIONAL APPLY to PFC PROJECTS ONLY**  
**Dated: 3/21/2007**

<b>NUMBER</b>	<b>TITLE</b>
150/5000-12	Announcement of Availability—Passenger Facility Charge (PFC) Application (FAA Form 5500-1)



## Interoffice Memorandum

To: Interim City Manager John VanGorden  
Chief of Police Mendy Hulvey

From: Sergeant Timothy W. Tompkins

Date: February 16, 2009

Subject: Calls For Service Summary for Tornado Lounge

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In response to the request for renewal of a Dance Hall License submitted by Mr. Brian Stotler of Tornado Lounge, 305 N. Broadway, I have reviewed the calls for service received by the Police Department for the period of March 1, 2008 through February 15, 2009. During this period, the department received 32 requests for service and filed 15 crime reports for related incidents. Officers also conducted 38 routine bar checks. Following is a summation of the calls for service received and crime reports filed by officers:

March 6, 2008, 1:05 a.m. – Request for Officer – Officers were dispatched in reference to two intoxicated subjects causing a disturbance. The subjects left the area prior to the officers' arrival.

March 8, 2008, 4:56 a.m. – Commercial Alarm – Officers were dispatched to the bar for a commercial alarm. The alarm was deemed false.

**March 13, 2008, 8:09 p.m. – County Warrant** – Officers went to the bar in search of a subject who had an arrest warrant from Labette County. The subject was located, arrested and transported to the Crawford County Jail.

March 23, 2008, 1:48 a.m. – Noise Complaint – Officers were dispatched to the area behind the bar in reference to a complaint of loud subjects in the area. The subjects left the area prior to the officers' arrival.

March 25, 2008, 3:29 a.m. – Commercial Alarm – Officers were dispatched to the bar in reference to an alarm. The officers located an employee cleaning inside the building.

April 19, 2008, 12:25 a.m. – Request for Officer – Officers were dispatched to the bar by the request of bar management to assist with a subject not wanted in the business. The subject left prior to the officers' arrival and was not located.

**May 6, 2008, 12:23 a.m. – Domestic Battery** – Officers were dispatched to the bar in reference to a domestic argument between two males. Both males were arrested for domestic battery.

June 3, 2008, 12:55 a.m. – Criminal Trespass – Officers were dispatched to the bar in reference to management requesting a subject be removed from the property. The subject was removed and advised of future criminal trespass charges if he returned.

June 18, 2008, 11:38 a.m. – Commercial Alarm – Officers were dispatched to the bar in reference to an alarm. The alarm was deemed false.

**June 19, 2008, 12:35 a.m. – Criminal Damage** – An officer was dispatched to the bar in reference to report of an unknown suspect breaking out two windows of a vehicle that was parked in the parking lot behind the business.

June 21, 2008, 12:21 a.m. – Assist Ambulance – Officers were dispatched to the front of the bar in reference to a subject passing out and hitting her head.

June 25, 2008, 1:04 p.m. – Commercial Alarm – Officers were dispatched to the bar in reference to an alarm. The alarm was deemed false.

July 25, 2008, 11:52 p.m. – Attempt to Locate – Officers were requested by the Frontenac Police Department to assist in the location of a subject who was wanted for a criminal damage and criminal threats incident, which took place in Frontenac. The officers checked the Tornado Lounge as well as other drinking establishments in Pittsburg, but were not able to locate the subject.

**September 6, 2008, 1:50 a.m. – Battery** – Officers were dispatched to the alley behind the bar in reference to an altercation between two males. One male sustained a laceration to the back of his head and was transported to the hospital. The suspect left the scene prior to the officers' arrival. The incident was forwarded to the City Prosecutor's office. The victim in this case was arrested at 4:17 a.m. after being released from the hospital, for an arrest warrant from Missouri.

**September 18, 2008, 1:43 a.m. – Battery** – Officers were dispatched to the bar in reference to an altercation between four females. One female sustained a laceration above her eye and was transported to the hospital. The report was referred to the Municipal Court Prosecutor.

**October 11, 2008, 1:12 a.m. – County Warrant, Disturbance** – Officers were called in reference to a disturbance in front of the bar. While investigating the

incident, an officer discovered a subject with an active arrest warrant. The subject was arrested and taken to jail. The disturbance was resolved and the area cleared.

**October 13, 2008, 3:53 p.m. – Theft** – A victim reported losing his wallet while at the bar the previous night. The wallet contained a credit card which had been used in the City. A report was made and forwarded to investigations for further action.

October 25, 2008, 1:23 a.m. – Request for Officer – Dispatch received an anonymous tip of a subject possibly selling drugs in the bar. Officers checked the bar but did not find anyone matching the description given by the caller.

**October 28, 2008, 11:24 p.m. – Lost or Stolen Credit Card** – A victim reported his credit card either being lost or stolen while he was in the bar. A theft report was taken.

**November 8, 2008, 1:45 a.m. - Motor Vehicle Theft** – Victim reported her moped stolen from behind the bar. A report was made and an attempt to locate issued for moped.

**November 22, 2008, 11:45 a.m. – Criminal Damage to Property** – Victim reported a window broken out of his vehicle while it was parked behind the bar. A criminal damage report was taken.

November 24, 2008, 6:09 p.m. – Lost or Stolen Property – Victim reported his cell phone either lost or stolen while he was at the bar. Information was taken from the victim and a call number provided, but no report as it was not determined if the cell phone was actually stolen.

**November 25, 2008, 12:49 a.m. – Criminal Damage to Property** – Victim reported the back window of this truck broken out while parked in front of the bar. A suspect was identified and the matter referred for prosecution.

**December 7, 2008, 1:57 a.m. – Battery** – Officers responded to a fight inside the bar between two females. Upon arrival it was determined that several other subjects became involved in the altercation and two members of management were struck while trying to break the fight up. The suspects fled the area prior to officer's arrival. A report of the incident was completed and submitted for prosecution.

December 7, 2008, 5:19 p.m. – Request for Officer – The Crawford County Sheriff's Department requested the parking lot behind the bar be checked for a stolen vehicle. The vehicle was located and turned over the Sheriff's Deputies for further action.

December 20, 2008, 12:40 a.m. – Fight in Progress – Officers received a call of a fight in the alley behind the bar. The subjects apparently left prior to officer's arrival.

December 27, 2008, 12:35 p.m. – Request for Officer – A female called the police department to report her purse taken by unknown subjects at the bar the previous night. The subject hung up the phone before the report taken could complete the information for the report. The victim never did call back to complete the report.

**January 1, 2009, 8:33 p.m. – Fight in Progress** – A subject reported a male pulled a knife and threatened him with it and was leaving the back door of the bar. Officers located the suspect and subsequently arrested him for aggravated assault. The report was submitted for prosecution.

January 17, 2009, 1:13 a.m. – Request for Officer – Management requested officers reference problems with a subject trying to enter who had been banned from the bar. The suspect fled the area on foot as officers arrived.

January 17, 2009, 1:26 a.m. – Request for Officer – Management requested assistance with some problem customers. The individuals were advised of criminal trespass if they returned per management.

**January 22, 2009, 1:57 a.m. – Theft from Motor Vehicle** – Victim reported items stolen from his vehicle while it was parked behind the bar. A theft report was made.

**January 23, 2009, 11:58 p.m. – Theft** – Officers were called to a disturbance at the bar. It was discovered during the investigation an unknown suspect stole items from the bar and fled the area. A theft report was completed.



## Interoffice Memorandum

TO: **John VanGorden**  
Interim City Manager

FROM: **Mark Turnbull**  
Director of Economic Development

DATE: February 16, 2009

SUBJECT: Agenda – February 24, 2009  
Family Resource Center Loan

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The Family Resource Center, a 503C-3 corporation, applied for funding through the Sales Tax Revolving Loan Fund in November 2008. The Center cited an aging and dangerous structure as a major issue for the request. The applicant has indicated the facility will close and 97 full and part time jobs will be lost if a new location is not secured. The EDAC disapproved the Center's original \$425,000.00 grant request. The EDAC requested the applicant prepare a five year income financial forecast and restructure the proposal.

The proposed construction contract for The Center's new facility at 1600 N. Walnut is \$1.9 million. The building is valued at \$680,000. To date, the Center has raised \$1.5 million in donations to help cover these costs.

The Center's revised application includes: a \$100,000.00 four-year term loan from University National Bank and a proposed trade of property owned by the applicant located at 1700 North Locust to the City. Additionally, a request for a \$395,000.00 four-year term, 0-percent loan that would be retired by retaining or increasing a minimum of \$1.5 million of external private/public grants/foundation income, maintaining or increasing employment of 42 full-time and 55 part-time jobs (or its equivalent), and increasing capacity for service to the workforce by an additional 20 slots. As security, the City will receive a pledge of 10,000 square feet within the building located at 1600 N. Walnut from The Center as collateral during the four-year RLF term.

Staff is recommending the Commission review the request for loan and if approved, instruct the Mayor to sign the appropriate documents.