

## Table of Contents

Agenda . . . . .	2
Approval of the May 24, 2016, City Commission Meeting minutes.	
05-24-2016 Minutes. . . . .	4
Approval of staff recommendation to award the bid for the Rouse Street Resurfacing Project from the KCS Railroad to Quincy Street and Miscellaneous Asphalt Milling to Heckert Construction Co., Inc., of Pittsburg, based on their low bid meeting specifications in the amount of \$119,770.60 and, if approved, authorize the Mayor to sign the contract documents when prepared.	
Rouse Street Resurfacing Bid Disposition Memo. . . . .	6
Rouse Street Resurfacing Bid Tab . . . . .	7
Approval of staff request to purchase a John Deere 4052M Compact Utility Tractor for use at the Atkinson Municipal Airport under the Kansas State Purchasing Contract currently held with John Deere Company, of Cary, North Carolina for a total amount of \$25,437.22 and, if approved, authorize the issuance of the necessary purchase order.	
Airport Tractor Purchase Memo. . . . .	8
Airport Tractor John Deere Letter. . . . .	9
Airport Tractor Invoice. . . . .	10
Approval of the Appropriation Ordinance for the period ending June 14, 2016 subject to the release of HUD expenditures when funds are received.	
06-14-2016 Appropriation Ordinance . . . . .	12
FAA GRANT AGREEMENT FOR THE MILL AND OVERLAY OF RUNWAY 16-34 - Consider staff request to accept a grant in the amount of \$944,049 from the Federal Aviation Administration for the mill and overlay and re-striping of Runway 16-34, Taxiway Turnaround and Other Connecting Pavement Surfaces.	
FAA Mill and Overlay Agreement Memo . . . . .	33
FAA Grant Agreement - Mill & Overlay Runway 16-34 . . . . .	35
ORDINANCE NO. G-1254 - Consider Ordinance No. G-1254, repealing Ordinance G-1172 and establishing minimum landscaping standards in the commercial zoning districts and residential districts by creating Sections 40-101, 40-102, 40-103, 40-104, 40-105, 40-106, 40-107, 40-108, 40-109, 40-110, and 40-111 to Zoning Ordinance Number G-663.	
G-1254 Landscaping Memo 06.14 PDF. . . . .	98
Article 40 Landscape Standards Ordinance G-1254 . . . . .	100
ORDINANCE NO. G-1255 - Consider Ordinance Number G-1255, amending Section 25-101 of the City of Pittsburg Zoning Ordinance Number G-663 to reduce the number of parking spaces required for buildings and structures used for certain categories or uses and increasing the number of parking spaces required in certain residential districts.	
G-1255 Reduced Parking Memo 06.14 PDF . . . . .	108
Article 25 Parking Ordinance G-1255. . . . .	110

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, June 14, 2016**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

- a. Invocation
- b. Flag Salute Led by the Mayor
- c. Public Input

**CONSENT AGENDA:**

- a. Approval of the May 24, 2016, City Commission Meeting minutes.
- b. Approval of staff recommendation to award the bid for the Rouse Street Resurfacing Project from the KCS Railroad to Quincy Street and Miscellaneous Asphalt Milling to Heckert Construction Co., Inc., of Pittsburg, based on their low bid meeting specifications in the amount of \$119,770.60 and, if approved, authorize the Mayor to sign the contract documents when prepared.
- c. Approval of staff request to purchase a John Deere 4052M Compact Utility Tractor for use at the Atkinson Municipal Airport under the Kansas State Purchasing Contract currently held with John Deere Company, of Cary, North Carolina for a total amount of \$25,437.22 and, if approved, authorize the issuance of the necessary purchase order.
- d. Approval of the Appropriation Ordinance for the period ending June 14, 2016 subject to the release of HUD expenditures when funds are received.  
**ROLL CALL VOTE.**

**CONSIDER THE FOLLOWING:**

- a. FAA GRANT AGREEMENT FOR THE MILL AND OVERLAY OF RUNWAY 16-34 - Consider staff request to accept a grant in the amount of \$944,049 from the Federal Aviation Administration for the mill and overlay and re-striping of Runway 16-34, Taxiway Turnaround and Other Connecting Pavement Surfaces. **Approve or disapprove request and, if approved authorize the Mayor to sign the grant documents on behalf of the City.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, June 14, 2016**  
**5:30 PM**

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- b. ORDINANCE NO. G-1254 - Consider Ordinance No. G-1254, repealing Ordinance G-1172 and establishing minimum landscaping standards in the commercial zoning districts and residential districts by creating Sections 40-101, 40-102, 40-103, 40-104, 40-105, 40-106, 40-107, 40-108, 40-109, 40-110, and 40-111 to Zoning Ordinance Number G-663. **Approve or disapprove Ordinance No. G-1254 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**
  
- c. ORDINANCE NO. G-1255 - Consider Ordinance Number G-1255, amending Section 25-101 of the City of Pittsburg Zoning Ordinance Number G-663 to reduce the number of parking spaces required for buildings and structures used for certain categories or uses and increasing the number of parking spaces required in certain residential districts. **Approve or disapprove Ordinance No. G-1255 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

**NON-AGENDA REPORTS & REQUESTS:**

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
May 24<sup>th</sup>, 2016

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A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, May 24<sup>th</sup>, 2016, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor John Ketterman presiding and the following members present: Michael Gray, Jeremy Johnson, Chuck Munsell and Monica Murnan.

Mark Chambers, of the First United Methodist Church, provided the invocation.

Mayor Ketterman led the flag salute.

PRESENTATION TO POLICE AND FIRE CHIEFS – Cathy Ewing, along with other members of Aglow International, presented Police Chief Mendy Hulvey and Fire Chief Mike Simons with framed media art portraits.

APPROVAL OF MINUTES – MAY 10<sup>th</sup>, 2016 - On motion of Gray, seconded by Munsell, the Governing Body approved the May 10<sup>th</sup>, 2016, City Commission Meeting minutes as submitted. Motion carried.

GAS AGREEMENTS – On motion of Gray, seconded by Munsell, the Governing Body approved staff recommendation to enter into natural gas agreements between the City and Greenbush Energy Group and nTherm, LLC to provide natural gas to the City's wastewater treatment plant, memorial auditorium, fire station #1, and asphalt plant, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of Gray, seconded by Munsell, the Governing Body approved the Appropriation Ordinance for the period ending May 24, 2016, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Gray, Johnson, Ketterman, Munsell and Murnan. Motion carried.

DISPOSITION OF BIDS – TACTICAL PROTECTIVE EQUIPMENT – On motion of Johnson, seconded by Gray, the Governing Body approved staff recommendation to award the bid for the purchase of tactical protective equipment for the Special Response Team to Ed Roehr Safety Products of St. Louis, Missouri, based on their low bid meeting specifications in the amount of \$45,798. Motion carried.

MEMORANDUM OF UNDERSTANDING – ASSISTANT COUNTY ATTORNEY – On motion of Munsell, seconded by Johnson, the Governing Body approved staff recommendation to enter into a Memorandum of Understanding for a collaborative effort between the Crawford County Attorney's Office, the Board of Crawford County Commissioners, the City of Pittsburg, and the Pittsburg Police Department to provide funding for an Assistant County Attorney (ACA) position and one support staff member to prosecute felony and civil forfeiture cases arising within the city limits of Pittsburg, Kansas, and directly investigated by the Pittsburg Police Department and authorized the Mayor, City Manager and Police Chief to sign the Memorandum of Understanding on behalf of the City. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
May 24<sup>th</sup>, 2016

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2015 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) - Audrey Odermann of Mize Houser and Company PA, the City's auditing firm, provided a review of the City's 2015 audit and CAFR.

SEARCH AND RESCUE EQUIPMENT - Fire Chief Mike Simons provided information on the new search and rescue equipment and vehicles that the Pittsburg Fire Department has received through the Department of Homeland Security.

SERVICE AGREEMENT - OPPORTUNITYSPACE, INC. – On motion of Murnan, seconded by Johnson, the Governing Body approved a service agreement between the City and OpportunitySpace, Inc. to implement, train, convert data, and integrate the BuildingBlocks tool to support the city's management of its real estate inventory and authorized the Mayor to sign the agreement on behalf of the City. Motion carried.

LICENSE AGREEMENT - OPPORTUNITYSPACE, INC. – On motion of Murnan, seconded by Johnson, the Governing Body approved an annual licensing agreement between OpportunitySpace, Inc. and the city to provide the use of web-based software for the purpose of listing, managing and analyzing real estate owned by the city and authorized the Mayor to sign the agreement on behalf of the City. Motion carried.

NON-AGENDA REPORTS AND REQUESTS –

SUMMARY STATEMENT – City Manager Daron Hall reiterated the importance of the police and fire services in Pittsburg.

WORK DAY – City Manager Hall thanked the Commission members for attending the Working Day on Saturday, May 21<sup>st</sup>, 2016.

STREET SIGN COLOR – City Manager Hall noted that the street signs should be blue in color. Green signs will be replaced with blue signs.

25 YEARS OF SERVICE – Mayor Ketterman announced that City Manager Daron Hall has been recognized by the International City/County Manager Association for 25 years of service.

ADJOURNMENT: On motion of Munsell, seconded by Johnson, the Governing Body adjourned the meeting at 6:10 p.m. Motion carried.

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John Ketterman, Mayor

ATTEST:

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Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC UTILITIES  
303 Memorial Drive · Pittsburg KS 66762

(620) 240-5126  
www.pittks.org

## Interoffice Memorandum

TO: DARON HALL  
City Manager

FROM: MATT BACON  
Director of Public Utilities

DATE: June 6, 2016

SUBJECT: Agenda Item – June 14, 2016  
Disposition of Bids  
Rouse Street Resurfacing Project  
KCS Railroad to Quincy Street and Miscellaneous Asphalt Milling

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Bids were received on Tuesday, May 31<sup>st</sup>, 2016, for a Sales Tax Street Program on Rouse Street from the KCS Railroad to Quincy Street. This project consists of milling of the old asphalt and replacing it with a new asphalt overlay. The City received four bids (see attached bid tab sheet). After reviewing all the bids received, staff is recommending that the bid be awarded to Heckert Construction Co., Inc., of Pittsburg, based on their bid of \$119,770.60.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 14<sup>th</sup>, 2016. Action being requested is to approve or disapprove staff's recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents when prepared.

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

Attachment: Bid Tabulation



Rouse Street Resurfacing Project  
 KCS Railroad to Quincy Street and Miscellaneous Milling  
 Bids Opened: May 31st, 2016- 2:00PM

Engineers Estimate

						APAC 4580 W. Calhoun P.O. Box 1187 Springfield, MO 65801		EMERY SAPP AND SONS, Inc. 5350 E. State Hwy. AA Springfield, MO 65803		BLEVINS ASPHALT CONSTRUCTION CO, INC. PO Box 230 Mt. Vernon, MO 65712		HECKERT CONSTRUCTION CO. INC. 746 E. 520TH AVENUE PITTSBURG, KS 66762			
Item No.	Description	Units	Appx. Quantities	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total		
1	Mobilization	L.S.	1	7,500.00	7,500.00	4,270.00	4,270.00	3,870.00	3,870.00	12,000.00	12,000.00	13,850.00	13,850.00		
2	Traffic Control	L.S.	1	3,750.00	3,750.00	6,530.00	6,530.00	10,907.00	10,907.00	2,020.00	2,020.00	2,520.00	2,520.00		
3	Milling	S.Y.	21710	2.00	43,420.00	1.27	27,571.70	1.05	22,795.50	3.02	65,564.20	2.09	45,373.90		
4	HMA Commercial Grade (class A)	Tons	994	62.00	61,628.00	65.75	65,355.50	52.00	51,688.00	53.10	52,781.40	52.25	51,936.50		
5	Transporting Salvageable Material	L.S.	1	12,445.00	12,445.00	15,800.00	15,800.00	23,165.00	23,165.00	1.01	1.01	1.00	1.00		
6	Pavement Marking (Thermoplastic) (Yellow) (4")	L.F.	2772	2.00	5,544.00	1.06	2,938.32	1.15	3,187.80	0.61	1,690.92	0.60	1,663.20		
7	Pavement Marking (Thermoplastic) (White) (6")	L.F.	690	1.55	1,069.50	1.59	1,097.10	1.75	1,207.50	1.42	979.80	1.40	966.00		
8	Pavement Marking (Thermoplastic) (White) (24")	L.F.	66	12.00	792.00	22.30	1,471.80	23.75	1,567.50	10.10	666.60	10.00	660.00		
9	Pavement Marking (Patterned Cold Plastic) (White) (Railroad Kit)	Each	2	550.00	1,100.00	1,698.69	3,397.38	1,809.75	3,619.50	1,415.00	2,830.00	1,400.00	2,800.00		
<b>TOTAL</b>							<b>\$137,248.50</b>		<b>\$128,431.80</b>		<b>\$122,007.80</b>		<b>\$138,533.93</b>		<b>\$119,770.60</b>



DEPARTMENT OF PUBLIC WORKS

(620) 231-4170

201 W. 4<sup>th</sup> Street · Pittsburg KS 66762

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** CAMERON ALDEN  
Director of Public Works

**DATE:** June 7, 2016

**SUBJECT:** Agenda Item – June 14, 2016  
Purchase of Utility Tractor

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Staff is requesting Governing Body approval to purchase a John Deere 4052M Compact Utility Tractor for use at the Atkinson Municipal Airport under the Kansas State Purchasing Contract currently held with John Deere Company, of Cary, North Carolina, utilizing STCO funds. The total purchase price is \$25,437.22.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 14<sup>th</sup>, 2016. Action necessary will be approval or disapproval of staff's recommendation and, if approved, authorize the issuance of the necessary purchase requisition.

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

cc: John Deere Invoice



**JOHN DEERE**

**O'MALLEY IMPLEMENT CO., INC.**

1076 S. Hwy 69  
Pittsburg, KS 66762  
Phone: 620-231-0950  
Fax: 620-231-0955  
www.jdgreen.net

Tuesday, June 07, 2016

O'Malley Implement Co. is submitting a quote to the City of Pittsburg for a New John Deere 4052M Compact tractor, under the Governmental A&T Direct KS Lawn Equipment contract # 39910. This quote is valid for 30 days and will expire on July 7<sup>th</sup>, 2016.

Quote ID# 13497581 –

**Purchase Price: \$25,437.22**

Please direct any questions to Brent Jessee @ 620-231-0950

NOTHING RUNS LIKE A DEERE™

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

 Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

 O'malley Implement Company  
 1076 S Hwy 69  
 Pittsburg, KS 66762  
 620-231-0950

### Quote Summary

**Prepared For:**

 City Of Pittsburg  
 201 W 4th St  
 Pittsburg, KS 66762  
 Business: 620-308-6914

**Delivering Dealer:**
**O'malley Implement Company**  
 Brent Jessee  
 1076 S Hwy 69  
 Pittsburg, KS 66762  
 Phone: 620-231-0950  
 bjessee@omalleyimplement.com

<b>Quote ID:</b>	13497581
<b>Created On:</b>	07 June 2016
<b>Last Modified On:</b>	07 June 2016
<b>Expiration Date:</b>	07 July 2016

Equipment Summary	Suggested List	Selling Price	Qty	=	Extended
JOHN DEERE 4052M Compact Utility Tractor (40 PTO hp) - 1LV4052MPFH210193	\$ 31,021.00	\$ 25,437.22	X 1	=	\$ 25,437.22
<b>Contract:</b> Kansas Lawn Equipment Contract_39910					
<b>Price Effective Date:</b> May 22, 2015					

<b>Equipment Total</b>	<b>\$ 25,437.22</b>
------------------------	---------------------

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 25,437.22
Trade In	
SubTotal	<b>\$ 25,437.22</b>
Total	\$ 25,437.22
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 25,437.22</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

Quote Id: 13497581      Customer Name: CITY OF PITTSBURG

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

O'malley Implement Company  
 1076 S Hwy 69  
 Pittsburg, KS 66762  
 620-231-0950

## JOHN DEERE 4052M Compact Utility Tractor (40 PTO hp) -

Hours: 0000

Suggested List \*

Stock Number: JD10193

\$ 31,021.00

Contract: Kansas Lawn Equipment Contract\_39910

Selling Price \*

Price Effective Date: May 22, 2015

\$ 25,437.22

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0350LV	4052M OS HST 2SCV EH	1	\$ 31,021.00	18.00	\$ 5,583.78	\$ 25,437.22	\$ 25,437.22
<b>Standard Options - Per Unit</b>							
V0409	ENGLISH OPERATOR MANUAL	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
V1520	EHYDRO TRANSMISSION	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
V2000	OPEN STATION W/ STANDARD SEAT	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
V5240	16.9L-24 6PR REAR R4 IND	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
V6240	10-16.5 6PR FRONT R4 IND.	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
V9001	DRAWBAR	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

**Suggested Price**

**\$ 25,437.22**

**Total Selling Price      \$ 31,021.00      \$ 5,583.78      \$ 25,437.22      \$ 25,437.22**

**Original Factory Build Codes**

Code	Description
0409	ENGLISH OPERATOR MANUAL
1520	EHYDRO TRANSMISSION
5240	16.9L-24 6PR REAR R4 IND
6240	10-16.5 6PR FRONT R4 IND.
9001	DRAWBAR
2000	OPEN STATION W/ STANDARD SEAT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	6/03/2016			177326		
C-CHECK	VOID CHECK	V	6/03/2016			177329		
C-CHECK	VOID CHECK	V	6/03/2016			177330		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
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 CHECKS:	3	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		3	0.00	0.00	0.00
BANK: *	TOTALS:	3	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 5/18/2016 THRU 6/07/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2876	A-PLUS CLEANERS & LAUNDRY	R	5/20/2016			177240		626.00
3516	CITY OF PITTSBURG	R	5/20/2016			177241		405.00
0748	CONRAD FIRE EQUIPMENT INC	R	5/20/2016			177242		193.14
4263	COX COMMUNICATIONS KANSAS LLC	R	5/20/2016			177243		136.22
0375	WICHITA WATER CONDITIONING, IN	R	5/20/2016			177244		10.00
6703	GT DISTRIBUTORS INC	R	5/20/2016			177245		429.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	5/20/2016			177246		529.41
7392	MUNICIPALH20, LLC	R	5/20/2016			177247		350.00
6806	RED MUNICIPAL & INDUSTRIAL EQU	R	5/20/2016			177248		6,796.48
1	SALAS GARCIA, ANA	R	5/20/2016			177249		100.00
1	STAFFORD, KALI RAE	R	5/20/2016			177250		2,303.50
0349	UNITED WAY OF CRAWFORD COUNTY	R	5/20/2016			177251		101.77
2350	WASTE CORPORATION OF MISSOURI	R	5/20/2016			177252		466.40
1108	WESTAR ENERGY	R	5/20/2016			177253		2,489.14
5371	PITTSBURG FAMILY YMCA	R	5/20/2016			177254		147.44
7478	KENNETH PERRIN	R	5/23/2016			177255		22,809.91
1	VALIANT PRODUCTS CORPORATION	R	5/26/2016			177272		82,210.11
7481	TIMOTHY CASHERO	R	5/27/2016			177274		210.00
7018	CEDAR CREEK LANDSCAPE MANAGEME	R	5/27/2016			177275		850.00
1616	CITY OF PITTSBURG	R	5/27/2016			177276		75.00
6865	MICHAEL S COLE	R	5/27/2016			177277		315.00
7483	RICKY EUGENE CORNELL	R	5/27/2016			177278		350.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 5/18/2016 THRU 6/07/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0375	WICHITA WATER CONDITIONING, IN	R	5/27/2016			177279		66.96
7484	DENNIS R ROBERTS	R	5/27/2016			177280		390.00
6358	FIRE X INC	R	5/27/2016			177281		69.50
7345	MIKE FORD	R	5/27/2016			177282		420.00
5726	GIRARD TOWER MAINTENANCE	R	5/27/2016			177283		550.00
6833	GREENBUSH	R	5/27/2016			177284		10.00
7518	KENDAL LOREN HALE	R	5/27/2016			177285		420.00
7405	JOSHUA MCCLEARY	R	5/27/2016			177286		345.00
7510	PARSONS HOUSING AUTHORITY	R	5/27/2016			177287		299.00
7170	SHAWN MICHAEL PEREZ	R	5/27/2016			177288		245.00
6894	R.M.I. GOLF CARTS	R	5/27/2016			177289		270.29
7499	GORDON D RICKETTS	R	5/27/2016			177290		455.00
1	ROLLIN NOSTALIGIA CAR CLUB	R	5/27/2016			177291		250.00
6716	SID BOEDEKER SAFETY SHOE SERVI	R	5/27/2016			177292		477.98
5904	TASC	R	5/27/2016			177293		1,926.00
1	VIA CHRISTI HOSPITAL	R	5/27/2016			177294		219.44
7309	MICHAEL F. WALKER	R	5/27/2016			177295		558.48
1108	WESTAR ENERGY	R	5/27/2016			177296		162.03
2004	AIRE-MASTER OF AMERICA, INC.	R	6/03/2016			177306		16.40
7221	LOGAN KELLER BENHAM	R	6/03/2016			177307		168.00
6661	CALLS SERVICE, LLC	R	6/03/2016			177308		1,201.00
6088	EMERGENCY RESPONSE SOLUTIONS,	R	6/03/2016			177309		1,776.24

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 5/18/2016 THRU 6/07/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	6/03/2016			177310		345.42
4108	INLAND TRUCK PARTS CO	R	6/03/2016			177311		551.03
7267	ATLAS MEDIA GROUP, LLC	R	6/03/2016			177312		105.00
7318	KANSAS USSSA FASTPITCH	R	6/03/2016			177313		450.00
0033	LOU'S GLOVES	R	6/03/2016			177314		20.00
1	NT DESIGN	R	6/03/2016			177315		275.00
7522	PB ELECTRONICS INC	R	6/03/2016			177316		317.00
7480	RODGER PETRAIT	R	6/03/2016			177317		115.83
0187	PITTSBURG ROTARY CLUB	R	6/03/2016			177318		250.00
6894	R.M.I. GOLF CARTS	R	6/03/2016			177319		214.76
6716	SID BOEDEKER SAFETY SHOE SERVI	R	6/03/2016			177320		215.99
1	SWANK, ROBERT LEON	R	6/03/2016			177321		10.00
7523	TRISTATESMEN BARBERSHOP CHORUS	R	6/03/2016			177322		631.35
0349	UNITED WAY OF CRAWFORD COUNTY	R	6/03/2016			177323		101.77
1264	UNIVERSITY OF KANSAS	R	6/03/2016			177324		765.00
5589	VERIZON WIRELESS SERVICES, LLC	R	6/03/2016			177325		530.91
1	VYAS, KRUNAL JAGDISH	R	6/03/2016			177327		500.00
2350	WASTE CORPORATION OF MISSOURI	R	6/03/2016			177328		831.00
1108	WESTAR ENERGY	R	6/03/2016			177331		219.78
5371	PITTSBURG FAMILY YMCA	R	6/03/2016			177332		147.44
0022	DANKO EMERGENCY EQUIPMENT CO.	E	6/06/2016			999999		173.61
0026	STANDARD INSURANCE COMPANY	D	6/01/2016			999999		1,347.11

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 5/18/2016 THRU 6/07/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0046	ETTINGERS OFFICE SUPPLY	E	5/23/2016			999999		330.74
0046	ETTINGERS OFFICE SUPPLY	E	5/31/2016			999999		467.02
0046	ETTINGERS OFFICE SUPPLY	E	6/06/2016			999999		241.48
0055	JOHN'S SPORT CENTER, INC.	E	5/23/2016			999999		608.96
0055	JOHN'S SPORT CENTER, INC.	E	5/31/2016			999999		314.99
0055	JOHN'S SPORT CENTER, INC.	E	6/06/2016			999999		240.00
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	6/06/2016			999999		873.00
0084	INTERSTATE EXTERMINATOR, INC.	E	6/06/2016			999999		405.00
0087	FORMS ONE, LLC	E	5/31/2016			999999		2,070.46
0087	FORMS ONE, LLC	E	6/06/2016			999999		448.98
0101	BUG-A-WAY INC	E	5/23/2016			999999		160.00
0101	BUG-A-WAY INC	E	5/31/2016			999999		10.00
0101	BUG-A-WAY INC	E	6/06/2016			999999		10.00
0105	PITTSBURG AUTOMOTIVE INC	E	5/23/2016			999999		508.17
0105	PITTSBURG AUTOMOTIVE INC	E	5/31/2016			999999		591.51
0105	PITTSBURG AUTOMOTIVE INC	E	6/06/2016			999999		1,000.19
0112	MARRONES INC	E	5/31/2016			999999		138.95
0112	MARRONES INC	E	6/06/2016			999999		101.05
0117	THE MORNING SUN	E	5/23/2016			999999		60.21
0129	PROFESSIONAL ENGINEERING CONSU	E	5/23/2016			999999		4,232.02
0135	PITTSBURG AREA CHAMBER OF COMM	E	5/23/2016			999999		640.00
0142	HECKERT CONSTRUCTION CO INC	E	5/23/2016			999999		13,740.20

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 5/18/2016 THRU 6/07/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0142	HECKERT CONSTRUCTION CO INC	E	5/31/2016			999999		8,851.50
0181	INGRAM	E	5/31/2016			999999		19.56
0194	KANSAS STATE TREASURER	E	6/06/2016			999999		7,057.35
0199	KIRKLAND WELDING SUPPLIES	E	5/23/2016			999999		104.52
0207	PEPSI-COLA BOTTLING CO OF PITT	E	6/06/2016			999999		54.50
0224	KDOR	D	6/06/2016			999999		1,797.23
0231	JAMES CLARKSON	E	5/31/2016			999999		20.00
0276	JOE SMITH COMPANY, INC.	E	5/23/2016			999999		2,525.42
0276	JOE SMITH COMPANY, INC.	E	6/06/2016			999999		3,338.01
0289	TITLEIST	E	6/06/2016			999999		3,344.83
0292	UNIFIRST CORPORATION	E	5/23/2016			999999		141.05
0294	COPY PRODUCTS, INC.	E	5/23/2016			999999		1,380.00
0300	PITTSBURG FORD-MERCURY, INC.	E	5/23/2016			999999		289.17
0321	KP&F	D	5/20/2016			999999		45,691.28
0321	KP&F	D	6/03/2016			999999		45,399.52
0328	KANSAS ONE-CALL SYSTEM, INC	E	5/23/2016			999999		448.00
0329	O'MALLEY IMPLEMENT CO INC	E	5/23/2016			999999		245.84
0329	O'MALLEY IMPLEMENT CO INC	E	6/06/2016			999999		312.38
0332	PITTCRAFT PRINTING	E	6/06/2016			999999		289.00
0335	CUSTOM AWARDS, LLC	E	5/31/2016			999999		276.72
0345	VICTOR L PHILLIPS CO	E	5/23/2016			999999		792.46
0345	VICTOR L PHILLIPS CO	E	6/06/2016			999999		45.56

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 5/18/2016 THRU 6/07/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0409	WISEMAN'S DISCOUNT TIRE INC	E	5/23/2016			999999		64.84
0410	P & W GOLF SUPPLY, LLC	E	5/23/2016			999999		407.51
0420	CONTINENTAL RESEARCH CORP	E	5/23/2016			999999		237.21
0422	DEMCO, INC	E	5/23/2016			999999		133.58
0422	DEMCO, INC	E	5/31/2016			999999		128.51
0478	VIETTI AUTO BODY INC	E	5/23/2016			999999		2,132.00
0534	TYLER TECHNOLOGIES INC	E	5/23/2016			999999		390.00
0534	TYLER TECHNOLOGIES INC	E	6/06/2016			999999		390.00
0551	DATA FLOW	E	6/06/2016			999999		143.03
0577	KANSAS GAS SERVICE	E	5/23/2016			999999		3,394.56
0627	BOETTCHER SUPPLY INC	E	5/23/2016			999999		222.12
0628	KC BOBCAT	E	5/23/2016			999999		1,443.12
0631	TRI-STATE BUILDING & SUPPLY CO	E	5/23/2016			999999		125.00
0636	SAM BROWN & SON SHEET METAL	E	5/23/2016			999999		30.00
0709	PURVIS INDUSTRIES LTD	E	5/23/2016			999999		47.68
0709	PURVIS INDUSTRIES LTD	E	5/31/2016			999999		50.94
0709	PURVIS INDUSTRIES LTD	E	6/06/2016			999999		47.68
0728	ICMA	D	5/20/2016			999999		896.23
0728	ICMA	D	6/03/2016			999999		896.23
0746	CDL ELECTRIC COMPANY INC	E	5/23/2016			999999		2,011.19
0746	CDL ELECTRIC COMPANY INC	E	5/31/2016			999999		882.50
0746	CDL ELECTRIC COMPANY INC	E	6/06/2016			999999		84.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 5/18/2016 THRU 6/07/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0751	ULTRA-CHEM INC	E	6/06/2016			999999		200.40
0806	JOHN L CUSSIMANIO	E	5/23/2016			999999		270.00
0806	JOHN L CUSSIMANIO	E	5/31/2016			999999		270.00
0823	TOUCHTON ELECTRIC INC	E	5/31/2016			999999		60.00
0823	TOUCHTON ELECTRIC INC	E	6/06/2016			999999		518.62
0844	HY-FLO EQUIPMENT CO	E	6/06/2016			999999		49.50
0853	AMERICAN WATER WORKS ASSOC	E	5/23/2016			999999		716.00
0866	AVFUEL CORPORATION	E	5/31/2016			999999		31,716.48
0866	AVFUEL CORPORATION	E	6/06/2016			999999		12.12
0961	KANSAS JUDICIAL COUNCIL	E	5/31/2016			999999		170.00
0968	LEE ENTERPRISES	E	5/23/2016			999999		568.25
1050	KPERS	D	5/20/2016			999999		36,355.58
1050	KPERS	D	6/03/2016			999999		35,184.22
1290	CMI INC	E	5/31/2016			999999		76.38
1321	SHARP'S AUTOBODY CLINIC	E	6/06/2016			999999		1,662.10
1327	KBI	E	6/06/2016			999999		400.00
1478	KANSASLAND TIRE OF PITTSBURG	E	5/23/2016			999999		2,500.57
1478	KANSASLAND TIRE OF PITTSBURG	E	5/31/2016			999999		14.00
1478	KANSASLAND TIRE OF PITTSBURG	E	6/06/2016			999999		346.12
1490	ESTHERMAE TALENT	E	5/23/2016			999999		25.00
1490	ESTHERMAE TALENT	E	5/31/2016			999999		25.00
1576	PAVING MAINTENANCE SUPPLY INC	E	5/23/2016			999999		800.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 5/18/2016 THRU 6/07/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1576	PAVING MAINTENANCE SUPPLY INC	E	6/06/2016			999999		9,773.85
1609	PHILLIP H O'MALLEY	E	5/31/2016			999999		900.00
1619	MIDWEST TAPE, LLC	E	5/31/2016			999999		27.29
1792	B&L WATERWORKS SUPPLY, LLC	E	5/23/2016			999999		489.78
1792	B&L WATERWORKS SUPPLY, LLC	E	6/06/2016			999999		2,169.29
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	5/23/2016			999999		36.30
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	5/31/2016			999999		83.98
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	6/06/2016			999999		213.96
2137	VAN WALL GROUP	E	5/23/2016			999999		95.35
2137	VAN WALL GROUP	E	6/06/2016			999999		208.44
2161	RECORDED BOOKS, LLC	E	5/23/2016			999999		177.30
2161	RECORDED BOOKS, LLC	E	5/31/2016			999999		490.23
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	5/23/2016			999999		14,070.52
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	6/06/2016			999999		4,812.44
2707	THE LAWNSCAPE COMPANY, INC.	E	5/23/2016			999999		767.00
2767	BRENNTAG SOUTHWEST, INC	E	5/31/2016			999999		1,300.00
2825	KANSAS DEPT OF ADMINISTRATION	E	5/31/2016			999999		640.44
2960	PACE ANALYTICAL SERVICES INC	E	5/23/2016			999999		3,204.00
2960	PACE ANALYTICAL SERVICES INC	E	6/06/2016			999999		2,056.00
2994	COMMERCIAL AQUATIC SERVICE INC	E	5/23/2016			999999		11,335.01
3079	COMMERCE BANK	D	5/27/2016			999999		47,635.46
3126	W.W. GRAINGER, INC	E	5/23/2016			999999		75.02

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 5/18/2016 THRU 6/07/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3248	AIRGAS USA LLC	E	6/06/2016			999999		2,266.63
3261	PITTSBURG AUTO GLASS	E	5/23/2016			999999		625.00
3261	PITTSBURG AUTO GLASS	E	6/06/2016			999999		1,300.00
3802	BRENNTAG MID-SOUTH INC	E	6/06/2016			999999		3,450.00
3971	FASTENAL COMPANY	E	5/23/2016			999999		14.82
4059	PSU - PRINTING & DESIGN SERVI	E	5/23/2016			999999		107.48
4307	HENRY KRAFT, INC.	E	5/23/2016			999999		67.86
4307	HENRY KRAFT, INC.	E	5/31/2016			999999		401.24
4307	HENRY KRAFT, INC.	E	6/06/2016			999999		71.80
4354	LIFESTYLE LEASING INC	E	5/23/2016			999999		7,200.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	5/23/2016			999999		173.61
4452	RYAN INSURANCE	E	6/06/2016			999999		818.00
4618	TRESA MILLER	E	6/06/2016			999999		936.40
4711	PENGUIN RANDOM HOUSE, LLC	E	5/23/2016			999999		63.75
4766	ACCURATE ENVIRONMENTAL	E	5/23/2016			999999		328.61
4766	ACCURATE ENVIRONMENTAL	E	6/06/2016			999999		1,717.47
5014	MID-AMERICA SANITATION	E	5/23/2016			999999		414.16
5185	FERGUSON ENTERPRISES INC	E	5/23/2016			999999		604.90
5275	US LIME COMPANY-ST CLAIR	E	5/31/2016			999999		4,414.59
5340	COMMERCE BANK TRUST	E	6/06/2016			999999		30,315.04
5396	KAYE LEWIS	E	5/23/2016			999999		497.84
5534	SYCAMORE VILLAGE APARTMENTS	E	5/31/2016			999999		954.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 5/18/2016 THRU 6/07/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5581	SAGA QUAD STATE COMMUNICATIONS	E	5/23/2016			999999		1,005.00
5590	HD SUPPLY WATERWORKS, LTD.	E	5/23/2016			999999		1,483.74
5725	RED THE UNIFORM TAILOR INC	E	5/31/2016			999999		2,552.32
5855	SHRED-IT US JV LLC	E	5/23/2016			999999		208.32
5855	SHRED-IT US JV LLC	E	5/31/2016			999999		90.95
5904	TASC	D	5/20/2016			999999		7,533.47
5904	TASC	D	6/03/2016			999999		7,533.47
6117	ALEXANDER OPEN SYSTEMS, INC	E	5/23/2016			999999		337.50
6117	ALEXANDER OPEN SYSTEMS, INC	E	5/31/2016			999999		56.25
6192	KATHLEEN CERNE	E	6/06/2016			999999		600.00
6203	SOUTHWEST PAPER CO INC	E	6/06/2016			999999		487.47
6298	KEVAN L SCHUPBACH	E	5/31/2016			999999		300.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	5/31/2016			999999		130.00
6402	BEAN'S TOWING & AUTO BODY	E	5/23/2016			999999		904.91
6415	GREAT WEST TANDEM KPERS 457	D	5/20/2016			999999		4,061.00
6415	GREAT WEST TANDEM KPERS 457	D	6/03/2016			999999		4,126.00
6528	GALE GROUP/CENGAGE	E	5/31/2016			999999		73.57
6595	AMAZON.COM, INC	E	6/06/2016			999999		15,646.52
6630	PATRICK WALKER	E	5/23/2016			999999		70.00
6718	NATIONAL SCREENING BUREAU	E	6/06/2016			999999		693.50
6875	DARON HALL	E	5/23/2016			999999		108.49
6952	ADP INC	D	5/20/2016			999999		4,297.24

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6952	ADP INC	D	5/27/2016			999999		708.98
7028	MATTHEW L. FRYE	E	5/31/2016			999999		400.00
7038	SIGNET COFFEE ROASTERS	E	5/23/2016			999999		41.25
7038	SIGNET COFFEE ROASTERS	E	5/31/2016			999999		45.00
7038	SIGNET COFFEE ROASTERS	E	6/06/2016			999999		82.50
7118	SP DESIGN & MFG, INC	E	5/23/2016			999999		701.58
7191	ANDREW TRACTOR WORKS	E	5/31/2016			999999		825.00
7213	TIMOTHY HENDERSON	E	5/31/2016			999999		1,120.00
7225	TYLER TECHNOLOGIES, INC	E	5/23/2016			999999		21,290.00
7225	TYLER TECHNOLOGIES, INC	E	6/06/2016			999999		1,660.44
7240	JAY HATFIELD CERTIFIED USED CA	E	5/23/2016			999999		1,157.83
7240	JAY HATFIELD CERTIFIED USED CA	E	5/31/2016			999999		87.99
7275	MIZE HOUSER & COMPANY	E	5/23/2016			999999		32,500.00
7283	CORESOURCE, INC	D	5/19/2016			999999		8,883.44
7283	CORESOURCE, INC	D	5/26/2016			999999		39,361.83
7283	CORESOURCE, INC	D	6/02/2016			999999		27,334.60
7283	CORESOURCE, INC	E	6/06/2016			999999		38,631.74
7285	ALLSTATE BENEFITS	D	5/26/2016			999999		722.92
7290	DELTA DENTAL OF KANSAS INC	D	5/20/2016			999999		2,814.60
7290	DELTA DENTAL OF KANSAS INC	D	5/27/2016			999999		3,121.10
7290	DELTA DENTAL OF KANSAS INC	D	6/03/2016			999999		2,414.50
7401	JAMI L CROWDER	E	5/23/2016			999999		1,533.14

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 5/18/2016 THRU 6/07/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7401	JAMI L CROWDER	E	5/31/2016			999999		1,533.14
7415	CENTERPOINT ENERGY SERVICES, I	E	5/23/2016			999999		496.12
7423	SARAH CHENOWETH	E	5/31/2016			999999		126.00
7427	OLSSON ASSOCIATES, INC	E	5/31/2016			999999		350.00
7458	ELAN PLANNING, DESIGN & LANDSC	E	6/06/2016			999999		57,099.71
7473	CAROL BAKKE	E	5/31/2016			999999		162.50
7473	CAROL BAKKE	E	6/06/2016			999999		200.00
7487	AARON OTHMER	E	6/06/2016			999999		600.00
7515	ASPEN CHEMICAL & SUPPLY	E	5/23/2016			999999		117.65
7517	CRAW-KAN TELEPHONE COOPERATIVE	E	5/23/2016			999999		11,825.00
7517	CRAW-KAN TELEPHONE COOPERATIVE	E	6/06/2016			999999		146.77
7519	OPPORTUNITYSPACE, INC.	E	5/31/2016			999999		3,000.00
7520	JOHN ELKINS	E	5/31/2016			999999		800.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	64	138,797.12	0.00	138,797.12
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	22	328,116.01	0.00	328,116.01
EFT:	169	420,624.64	4.92CR	420,619.72
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00		
		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		255	887,537.77	4.92CR	887,532.85
BANK: 80144	TOTALS:	255	887,537.77	4.92CR	887,532.85

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 5/18/2016 THRU 6/07/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6585	CLASS HOMES 1 LLC	R	6/01/2016			177297		151.00
1601	GRAIG MOORE	R	6/01/2016			177298		993.00
1800	DAN RODABAUGH	R	6/01/2016			177299		274.00
6451	NAZAR SAMAN	R	6/01/2016			177300		421.00
0472	LARRY SPRESSER, LLC	R	6/01/2016			177301		339.00
4636	WESTAR ENERGY, INC. (HAP)	R	6/01/2016			177302		817.00
0234	KENNETH A THORNTON	E	6/02/2016			999999		281.00
0372	CONNER REALTY	E	6/02/2016			999999		108.00
0855	CHARLES HOSMAN	E	6/02/2016			999999		23.00
1008	BENJAMIN M BEASLEY	E	6/02/2016			999999		260.00
1231	JOHN LOVELL	E	6/02/2016			999999		605.00
1609	PHILLIP H O'MALLEY	E	6/02/2016			999999		4,878.00
1638	VERNON W PEARSON	E	6/02/2016			999999		657.00
1688	DORA WARE	E	6/02/2016			999999		508.00
1982	KENNETH STOTTS	E	6/02/2016			999999		808.00
1985	RICK A MOORE	E	6/02/2016			999999		214.00
2542	CHARLES YOST	E	6/02/2016			999999		669.00
2624	JAMES ZIMMERMAN	E	6/02/2016			999999		1,524.00
2913	KENNETH N STOTTS JR	E	6/02/2016			999999		430.00
3067	STEVE BITNER	E	6/02/2016			999999		6,061.00
3082	JOHN R JONES	E	6/02/2016			999999		361.00
3114	PATRICIA BURLESON	E	6/02/2016			999999		215.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 5/18/2016 THRU 6/07/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3142	COMMUNITY MENTAL HEALTH CENTER	E	6/02/2016			999999		545.00
3183	AUGUST RUA FAMILY TRUST	E	6/02/2016			999999		436.00
3193	WILLIAM CROZIER	E	6/02/2016			999999		862.00
3218	CHERYL L BROOKS	E	6/02/2016			999999		481.00
3241	CHARLES P SIMPSON	E	6/02/2016			999999		782.00
3272	DUNCAN HOUSING LLC	E	6/02/2016			999999		4,002.00
3273	RICHARD F THENIKL	E	6/02/2016			999999		693.00
3593	REMINGTON SQUARE APARTMENTS ,	E	6/02/2016			999999		7,242.00
3668	MID AMERICA PROPERTIES OF PITT	E	6/02/2016			999999		2,811.00
3708	GILMORE BROTHERS RENTALS	E	6/02/2016			999999		267.00
3724	YVONNE L. ZORNES	E	6/02/2016			999999		712.00
3746	JAROLD BONBRAKE	E	6/02/2016			999999		321.00
3946	THOMAS E SPURGEON	E	6/02/2016			999999		548.00
4054	MICHAEL A SMITH	E	6/02/2016			999999		783.00
4218	MEADOWLARK TOWNHOUSES	E	6/02/2016			999999		2,079.00
4492	PITTSBURG SENIORS	E	6/02/2016			999999		3,993.00
4523	TODD A TROWBRIDGE	E	6/02/2016			999999		565.00
4564	TERRY L SIMPSON	E	6/02/2016			999999		183.00
4786	JENNIFER STANLEY	E	6/02/2016			999999		510.00
4928	PITTSBURG STATE UNIVERSITY	E	6/02/2016			999999		1,037.00
5039	VANETA MATHIS	E	6/02/2016			999999		275.00
5393	CARLOS ANGELES	E	6/02/2016			999999		1,755.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 5/18/2016 THRU 6/07/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5549	DELBERT BAIR	E	6/02/2016			999999		262.00
5583	ROBERT L NANKIVELL SR	E	6/02/2016			999999		181.00
5653	PEGGY HUNT	E	6/02/2016			999999		107.00
5658	DEANNA J HIGGINS	E	6/02/2016			999999		159.00
5676	BARBARA TODD	E	6/02/2016			999999		31.00
5834	DENNIS TROUT	E	6/02/2016			999999		450.00
5854	ANTHONY A SNYDER	E	6/02/2016			999999		456.00
5896	HORIZON INVESTMENTS GROUP INC	E	6/02/2016			999999		161.00
5906	JOHN HINRICHS	E	6/02/2016			999999		183.00
5939	EDNA RUTH TRENT IRREVOCABLE TR	E	6/02/2016			999999		211.00
5957	PASTEUR PROPERTIES LLC	E	6/02/2016			999999		2,652.00
5961	LARRY VANBECELAERE	E	6/02/2016			999999		96.00
6002	SALLY THRELFALL	E	6/02/2016			999999		222.00
6090	RANDAL BENNEFELD	E	6/02/2016			999999		660.00
6108	TILDEN BURNS	E	6/02/2016			999999		113.00
6130	T & K RENTALS LLC	E	6/02/2016			999999		1,299.00
6150	JAMES L COX	E	6/02/2016			999999		444.00
6161	MICHAEL J STOTTS	E	6/02/2016			999999		150.00
6172	ANDREW A WACHTER	E	6/02/2016			999999		208.00
6227	REGGIE & ANGELA BOLLINGER	E	6/02/2016			999999		455.00
6295	DAVID L PETERSON	E	6/02/2016			999999		318.00
6298	KEVAN L SCHUPBACH	E	6/02/2016			999999		7,797.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 5/18/2016 THRU 6/07/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6306	BALKANS DEVELOPMENT LLC	E	6/02/2016			999999		1,016.00
6317	RONALD L EMERSON	E	6/02/2016			999999		151.00
6322	R JAMES BISHOP, LLC	E	6/02/2016			999999		399.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	6/02/2016			999999		3,693.00
6394	KEVIN HALL	E	6/02/2016			999999		1,889.00
6413	MIKE ADAM	E	6/02/2016			999999		279.00
6441	HEATHER D MASON	E	6/02/2016			999999		994.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	6/02/2016			999999		2,460.00
6507	MARTHA E MOORE	E	6/02/2016			999999		304.00
6655	B&H DEVELOPERS, INC	E	6/02/2016			999999		3,467.00
6673	JUDITH A COLLINS	E	6/02/2016			999999		324.00
6753	REBECCA SPONSEL	E	6/02/2016			999999		664.00
6868	DAVID SIMPSON (308)	E	6/02/2016			999999		215.00
6886	DELBERT BAIR	E	6/02/2016			999999		469.00
6916	STILWELL HERITAGE & EDUCATIONA	E	6/02/2016			999999		6,125.00
6945	JAMES M KUKOVICH	E	6/02/2016			999999		544.00
6953	CARL ULEPICH	E	6/02/2016			999999		600.00
7024	KIMBERLY GRISSOM	E	6/02/2016			999999		883.00
7083	PITTSBURG HEIGHTS, LP	E	6/02/2016			999999		4,264.00
7112	RANDY VILELA	E	6/02/2016			999999		242.00
7222	MICHAEL WILBER	E	6/02/2016			999999		362.00
7232	JAMES TODD OR LISA LOVELL	E	6/02/2016			999999		173.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: HAP BMO HARRIS BANK-HAP  
DATE RANGE: 5/18/2016 THRU 6/07/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7293	DAVID E OR DIANA L GARARD	E	6/02/2016			999999		187.00
7294	AMMP PROPERTIES, LLC	E	6/02/2016			999999		626.00
7312	JASON & TONYA HARRIS	E	6/02/2016			999999		225.00
7319	JAMES & LASHAWNDR A LAWSON	E	6/02/2016			999999		1,350.00
7344	TERRY O BARTLOW	E	6/02/2016			999999		241.00
7385	EAST 600 PROPERTIES, LLC	E	6/02/2016			999999		320.00
7393	TERESA MCCLURE	E	6/02/2016			999999		326.00
7507	DEBORAH L THOMAS	E	6/02/2016			999999		484.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	6	2,995.00	0.00	2,995.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	90	98,375.00	0.00	98,375.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: HAP TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	96	101,370.00	0.00	101,370.00
BANK: HAP TOTALS:	96	101,370.00	0.00	101,370.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	R	5/26/2016			177273		144.44

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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	144.44	0.00	144.44
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 CHECKS:	0			
VOID DEBITS:		0.00		
VOID CREDITS:		0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: MAN TOTALS:	1	144.44	0.00	144.44
BANK: MAN TOTALS:	1	144.44	0.00	144.44

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: TBRA BMO HARRIS BANK-TBRA  
 DATE RANGE: 5/18/2016 THRU 6/07/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7414	KANSAS GAS SERVICE (ESG)	R	6/01/2016			177303		230.00
4636	WESTAR ENERGY, INC. (HAP)	R	6/01/2016			177304		58.00
3272	DUNCAN HOUSING LLC	E	6/02/2016			999999		204.00
3593	REMINGTON SQUARE APARTMENTS ,	E	6/02/2016			999999		102.00
3668	MID AMERICA PROPERTIES OF PITT	E	6/02/2016			999999		209.00
4218	MEADOWLARK TOWNHOUSES	E	6/02/2016			999999		1,819.00
5854	ANTHONY A SNYDER	E	6/02/2016			999999		1,590.00
5957	PASTEUR PROPERTIES LLC	E	6/02/2016			999999		514.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	6/02/2016			999999		405.00
7083	PITTSBURG HEIGHTS, LP	E	6/02/2016			999999		1,272.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	288.00	0.00	288.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	8	6,115.00	0.00	6,115.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: TBRA	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			10	6,403.00	0.00	6,403.00
BANK: TBRA	TOTALS:		10	6,403.00	0.00	6,403.00
REPORT TOTALS:			365	995,455.21	4.92CR	995,450.29

Passed and approved this 14<sup>th</sup> day of June, 2016.

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John Ketterman, Mayor

ATTEST:

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Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4<sup>th</sup> Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** CAMERON ALDEN  
Director of Public Works

**DATE:** June 8, 2016

**SUBJECT:** Agenda Item – June 14, 2016  
FAA Agreement  
Atkinson Municipal Airport Mill and Overlay Runway 16-34  
FAA AIP Project No. 3-20-0069-015-2015 (Design)  
FAA AIP Project No. 3-20-0069-016-2016 (Construction)

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The City staff received bids on March 31<sup>st</sup>, 2016 to mill and overlay runway 16-34 at the Atkinson Municipal Airport. The City Commission approved awarding the bid to Emery Sapp and Sons, of Springfield, Missouri, based on their low bid of \$950,643.00 contingent upon receipt of FAA funding.

This project is being funded by a grant sponsored by the FAA through their Federal Airport Improvement Program for FFY 2016. The grant is based on a 90% FAA/10% Local funding split. This project includes rehabilitation and remarking of the 5,500' x 100' of runway 16/34 and existing connecting taxiway/turnaround to address the cracking issues throughout the pavement.

The City has received a grant offer agreement for the 90% FAA matching funds on May 20<sup>th</sup>. Based on the contractor's bid and H. W. Lochner's construction engineering and closeout contract, the FAA's matching share equals \$944,049.00. Attached is the grant agreement with the FAA in order for the City to receive those funds. Staff recommends entering into the agreement to obtain the 90% match for the mill and overlay construction project.

**MEMO TO: DARON HALL**  
**JUNE 8, 2016**  
**PAGE TWO**

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 14<sup>th</sup>, 2016. Action necessary will be approval or disapproval of staff's recommendation to enter into the grant agreement with the FAA for the mill and overlay of runway 16-34 and, if approved, authorize the Mayor to sign the contract documents once prepared.

Attachment: FAA Grant Agreement



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Airports Division  
Central Region  
Iowa, Kansas, Missouri, Nebraska

FAA ACE-611  
901 Locust  
Kansas City, MO 64106

May 17, 2016

Mr. Cameron Alden  
Director of Public Works  
Atkinson Municipal Airport  
201 W. 4th Street  
Pittsburg, KS 66762

Dear Mr. Alden:

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-20-0069-016-2016 at Atkinson Municipal Airport in Pittsburg, KS. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **June 10, 2016**, in order for the grant to be valid. The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
  - Return the executed Grant Agreement marked "Original" to our office via US mail or commercial courier.
  - Retain the copy marked "Sponsor" for your records.
- e. Because time is now critical for entering the executed grant into the FAA system, we request you send a copy of the signed agreement to our office by facsimile or email (pdf document) prior to sending the hardcopy document through U.S. mail or commercial courier.

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

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

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

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports are due within 30 days of the end of a reporting period as follows: ADO may increase frequency of reporting based upon sponsor risk level
  1. Non-construction project: Due annually at end of the Federal fiscal year.
  2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

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

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by your Region/Airports District Office.

I, Tim McClaran (816) 329-2623, am the assigned program manager for this grant and am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Tim McClaran  
Kansas State Engineer



U.S. Department of Transportation  
Federal Aviation Administration

GRANT AGREEMENT

PART I – OFFER

**MAY 17 2016**

Date of Offer

Airport/Planning Area

**Atkinson Municipal**

AIP Grant Number

**3-20-0069-016-2016**

DUNS Number

**030662175**

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 **April 13, 2016**, for a grant of Federal funds for a project at or associated with the **Atkinson Municipal Airport**, which is included as part of this Grant Agreement; and

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

**Rehabilitate Runway 16/34, Taxiway Turnaround and Other Connecting Pavement Surfaces within the RSA (Mill and Overlay Approximately 5,500 by 100 Feet)-Phase 2 Construction**

which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

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

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

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$944,049.00.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$944,049.00 for airport development or noise program implementation

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.  
  
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).  
  
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **June 30, 2016**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner 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 dispersed by

the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers:
1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
  2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
  3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).

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

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

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

T

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

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

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, 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 which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), 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.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - A. Verify the non-federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

**20. Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**21. Trafficking in Persons.**

- C. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
  2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
  3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- D. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
  2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
    - a. Associated with performance under this agreement; or
    - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.

- 22. AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

- 23. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated July 01, 2007, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
- 24. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will
- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
  - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - a. Location of all runways, taxiways, and aprons;
      - b. Dimensions;
      - c. Type of pavement, and;
      - d. Year of construction or most recent major rehabilitation.
    2. Inspection Schedule.
      - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
      - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
    3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
      - a. Inspection date;
      - b. Location;
      - c. Distress types; and
      - d. Maintenance scheduled or performed.
    4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**25. Project which Contain Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
  2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
  3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
  4. Qualifications of engineering supervision and construction inspection personnel.
  5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
  6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

**26. Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

**27. Protection of Runway Protection Zone.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

- 28. Protection of 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 an airport hazard 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.
- 29. Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.
- 30. Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
  - B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
  - C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

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**



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**Jim A. Johnson**  
*(Typed Name)*

**Manager, Central Region Airports Division**  
*(Title of FAA Official)*

**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.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

City of Pittsburg, Kansas

By:

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative 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 \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_,

By:

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

\_\_\_\_\_

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

**Application for Federal Assistance SF-424**

* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): - Select One - * Other (Specify)
* 3. Date Received:		4. Application Identifier: KPTS		
5a. Federal Entity Identifier: 3-20-0069-016-2016		* 5b. Federal Award Identifier:		
<b>State Use Only:</b>				
6. Date Received by State:		7. State Application Identifier:		
<b>8. APPLICANT INFORMATION:</b>				
* a. Legal Name: City of Pittsburg, KS				
* b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6041003		* c. Organizational DUNS: 030 662 175		
<b>d. Address:</b>				
* Street1: 201 W. 4th Street Street 2: * City: Pittsburg County: Crawford * State: Kansas Province: Country: United States * Zip/ Postal Code: 66762				
<b>e. Organizational Unit:</b>				
Department Name: City of Pittsburg, Kansas		Division Name:		
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>				
Prefix: Mr. Middle Name: * Last Name: Alden Suffix:		First Name: Cameron		
Title: City Engineer / Director of Public Works				
Organizational Affiliation:				
* Telephone Number: (620) 231-4170		Fax Number: (620) 231-0864		
* Email: cameron.alden@pittks.org				

**Application for Federal Assistance SF-424**

\*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

\* Other (specify):

\* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

\*12. Funding Opportunity Number: AIP No. 3-20-0069-016-2016

Title: Mill, Overlay, and Remark Runway 16-34 and Existing Connecting Taxiway/Turnaround (Phase 2 Construction)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Pittsburg, Crawford County, Kansas

\* 15. Descriptive Title of Applicant's Project:

Additional Administrative, Design, Construction, and Project Closeout services and Construction Costs to mill, overlay, and remark Runway 16-34 and the existing connecting taxiway/turnaround.

**Attach supporting documents as specified in agency instructions.**

<b>Application for Federal Assistance SF-424</b>	
<b>16. Congressional Districts Of:</b>	
*a. Applicant: KS-002	*b. Program/Project: KS-002
Attach an additional list of Program/Project Congressional Districts if needed.	
<b>17. Proposed Project:</b>	
*a. Start Date: 09/01/2016	*b. End Date: 02/01/2017
<b>18. Estimated Funding (\$):</b>	
*a. Federal	944,049.00
*b. Applicant	104,894.00
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	1,048,943.00
<b>*19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input checked="" type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____	
<input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372	
<b>*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)</b>	
<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)</b>	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>Authorized Representative:</b>	
Prefix: Mr.	*First Name: Cameron
Middle Name:	
*Last Name: Alden	
Suffix:	
*Title: City Engineer / Director of Public Works	
*Telephone Number: 620-231-4170	Fax Number: (620) 231-0964
* Email: cameron.alden@pittks.org	
*Signature of Authorized Representative: Cameron Alden	*Date Signed: 04-13-16

**Application for Federal Assistance SF-424**

**\*Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

**Application for Federal Assistance (Development Projects)**

**PART II – PROJECT APPROVAL INFORMATION**

SECTION A	
<p><b>Item 1.</b> Does this assistance request require State, local, regional, or other priority rating?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Governing Body:</p> <p>Priority:</p>
<p><b>Item 2.</b> Does this assistance request require State, or local advisory, educational or health clearances?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Agency or Board:</p> <p>(Attach Documentation)</p>
<p><b>Item 3.</b> Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(Attach Comments)</p>
<p><b>Item 4.</b> Does this assistance request require State, local, regional, or other planning approval?</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name of Approving Agency:</p> <p>Federal Aviation Administration Airport Layout Plan</p> <p>Date:</p>
<p><b>Item 5.</b> Is the proposal project covered by an approved comprehensive plan?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Check one: State <input type="checkbox"/></p> <p>Local <input type="checkbox"/></p> <p>Regional <input type="checkbox"/></p> <p>Location of Plan:</p>
<p><b>Item 6.</b> Will the assistance requested serve a Federal installation?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Federal Population benefiting from Project:</p>
<p><b>Item 7.</b> Will the assistance requested be on Federal land or installation?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Location of Federal Land:</p> <p>Percent of Project: %</p>
<p><b>Item 8.</b> Will the assistance requested have an impact or effect on the environment?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>
<p><b>Item 9.</b> Will the assistance requested cause the displacement of individuals, families, businesses, or farms?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Number of:</p> <p>Individuals:</p> <p>Families:</p> <p>Businesses:</p> <p>Farms:</p>
<p><b>Item 10.</b> Is there other related Federal assistance on this project previous, pending, or anticipated?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Pittsburg, Kansas holds fee simple title to 494.020 acres. The City also holds aviation easements to 27.828 acres. With these land parcels, the Atkinson Municipal airport has reasonable land use control of airport property and land in the vicinity. The land use surrounding the airport is agricultural and commercial/industrial in nature. Reference the Property Map dated 5-23-2012.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

**3. Possible Disabilities** -- There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

**4. 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.

Yes

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

**6. 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 which project is proposed.

Yes

**7. 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.

N/A

**8. 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 and 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.

N/A

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests; all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The City of Pittsburg maintains property interest for this project site as depicted within the property data table on the Exhibit "A".

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

None

\*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

SECTION A – GENERAL			
1. Federal Domestic Assistance Catalog Number: <u>20.106</u>			
2. Functional or Other Breakout: _____			
SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 3,000.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees		DBE Program Update and Additional Design i.e. Pavement Strength Testing	\$ 6,750.00
6. Project inspection fees			\$ 88,550.00
7. Land development			
8. Relocation Expenses			
9. Relocation payments to individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			\$ 950,643.00
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			\$ 1,048,943.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			\$ 1,048,943.00
20. Federal Share requested of Line 19			\$ 944,049.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			\$ 944,049.00
23. Grantee share			\$ 104,894.00
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 1,048,943.00

SECTION C - EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$
SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
27. Grantee Share		
a. Securities		\$
b. Mortgages		
c. Appropriations (By Applicant)		
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		104,894.00
h. TOTAL - Grantee share		104,894.00
28. Other Shares		
a. State		
b. Other		
c. Total Other Shares		
29. TOTAL		\$ 104,894.00
SECTION E - REMARKS		

**PART IV - PROGRAM NARRATIVE (Attach - See Instructions)**

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

<b>PROJECT :</b> Mill, Overlay, and Remark Runway 16-34 and Existing Connecting Taxiway/Turnaround - Phase 2 Construction
<b>AIRPORT :</b> Atkinson Municipal
<b>1. Objective:</b> Improve the surface condition of the Runway 16-34 and connecting taxiway/turnaround pavement and apply new markings.
<b>2. Benefits Anticipated:</b> Rehabilitation of the pavement will maintain the structural integrity of the pavement and aid in minimizing the potential for foreign object debris.
<b>3. Approach: (See approved Scope of Work in Final Application)</b> Construction is anticipated to begin in FY 2016. Lochner will provide construction observation and management services.  Lochner – Consultant: Construction Services Palmeron & Parrish - Subconsultant for Materials Acceptance Testing Services  Emery Sapp & Sons, Inc. - Prime Contractor
<b>4. Geographic Location:</b> Atkinson Municipal Airport, Pittsburg, Crawford County, Kansas
<b>5. If Applicable, Provide Additional Information:</b> N/A
<b>6. Sponsor's Representative: (include address &amp; telephone number)</b> Cameron Aiden, PE City Engineer / Dir. of Public Works 201 W. 4th Street Pittsburg, KS 66762 620.231.4170

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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor: City of Pittsburg, Kansas  
Airport: Atkinson Municipal Airport  
Project Number: 3-20-0069-016-2016  
Description of Work: Mill, Overlay, and Remark Runway 16-34 (Phase 2 Construction)

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes  No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 13 day of April, 2016.

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Cameron Alden

Title of Sponsor's Authorized Official: Director of Public Works

Signature of Sponsor's Authorized Official: Cameron Alden

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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**Drug-Free Workplace  
Airport Improvement Program Sponsor Certification**

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Sponsor: City of Pittsburg, Kansas  
Airport: Atkinson Municipal Airport  
Project Number: 3-20-0069-016-2016  
Description of Work: Mill, Overlay, and Remark Runway 16-34 (Phase 2 Construction)

**Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

**Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes    No    N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The sponsor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes    No    N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).  
 Yes  No  N/A
4. Employees have been or will be notified in the statement required by Item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.  
 Yes  No  N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).  
 Yes  No  N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.  
 Yes  No  N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).  
 Yes  No  N/A

Site(s) of performance of work (2 CFR § 182.230):

**Location 1**

Name of Location: City Hall  
 Address: 201 W. 4<sup>th</sup> Street  
 Pittsburg, KS 66762

**Location 2 (if applicable)**

Name of Location:  
 Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 13 day of April, 2016.

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Cameron Alden

Title of Sponsor's Authorized Official: Director of Public Works

Signature of Sponsor's Authorized Official: Cameron Alden

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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**Selection of Consultants**  
**Airport Improvement Program Sponsor Certification**

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Sponsor: City of Pittsburg, Kansas  
Airport: Atkinson Municipal Airport  
Project Number: 3-20-0069-016-2016  
Description of Work: Mill, Overlay, and Remark Runway 16-34 (Phase 2 Construction)

**Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

**Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes    No    N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes    No    N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes    No    N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  
 Yes    No    N/A

5. Sponsor has publicized or will publicize a RFQ that:
- Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
  - Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes  No  N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes  No  N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes  No  N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
  - Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes  No  N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes  No  N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes  No  N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes  No  N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes  No  N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
  - A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
  - A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).
- Yes  No  N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes  No  N/A

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 21 day of April, 2016

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Cameron Alden

Title of Sponsor's Authorized Official: Director of Public Works

Signature of Sponsor's Authorized Official: Cameron Alden

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Pittsburg, Kansas  
Airport: Atkinson Municipal Airport  
Project Number: 3-20-0069-016-2016  
Description of Work: Mill, Overlay, and Remark Runway 16-34 (Phase 2 Construction)

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).  
 Yes    No    N/A
  
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).  
 Yes    No    N/A
  
3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
 Yes    No    N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- Yes  No  N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- Yes  No  N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- Yes  No  N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- Yes  No  N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- Yes  No  N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- Yes  No  N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- Yes  No  N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- Yes  No  N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- Yes  No  N/A
- b. Snow Removal Equipment as contained in AC 150/5220-20.
- Yes  No  N/A
- c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.
- Yes  No  N/A

13. For construction activities within or near aircraft operational areas(AOA):

- a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.
- b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.
- c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes  No  N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes  No  N/A

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 21 day of April, 2016

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Cameron Alden

Title of Sponsor's Authorized Official: Director of Public Works

Signature of Sponsor's Authorized Official: Cameron Alden

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: City of Pittsburg, Kansas  
Airport: Atkinson Municipal Airport  
Project Number: 3-20-0069-016-2016  
Description of Work: Mill, Overlay, and Remark Runway 16-34 (Phase 2 Construction)

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes  No  N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes  No  N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes  No  N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes  No  N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)) was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes  No  N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes  No  N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes  No  N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes  No  N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances (41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety - building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable (2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes  No  N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes  No  N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes  No  N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR part 200, Appendix II).

Yes  No  N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes  No  N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes  No  N/A

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 13<sup>th</sup> day of April, 2016

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Cameron Alden

Title of Sponsor's Authorized Official: Director of Public Works

Signature of Sponsor's Authorized Official: Cameron Alden

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

---

**Construction Project Final Acceptance  
Airport Improvement Program Sponsor Certification**

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Sponsor: City of Pittsburg, Kansas  
Airport: Atkinson Municipal Airport  
Project Number: 3-20-0069-016-2016  
Description of Work: Mill, Overlay, and Remark Runway 16-34 (Phase 2 Construction)

**Application**

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

**Certification Statements**

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
 Yes    No    N/A
  
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes    No    N/A
  
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
 Yes    No    N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes  No  N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes  No  N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes  No  N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes  No  N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes  No  N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes  No  N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

Yes  No  N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes  No  N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a) Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b) Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c) Prepare and retain as-built plans (Order 5100.38).

Yes  No  N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes  No  N/A

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 13 day of April, 2016.

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Cameron Alden

Title of Sponsor's Authorized Official: Director of Public Works

Signature of Sponsor's Authorized Official: Cameron Alden

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

**ASSURANCES**  
**AIRPORT SPONSORS**

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**A. General.**

- a. 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.
- b. 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.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

**B. Duration and Applicability.**

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

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

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

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

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

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

**C. Sponsor Certification.**

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

**1. General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

## FEDERAL LEGISLATION

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- 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. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## EXECUTIVE ORDERS

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4,5,6</sup>
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 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>
- j. 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>
- k. 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>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1,2</sup>
- q. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>

- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

**SPECIFIC ASSURANCES**

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

**FOOTNOTES TO ASSURANCE C.1.**

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- <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 2 CFR Part 200 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.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

**3. Sponsor Fund Availability.**

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

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof; or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to 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 this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

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

**7. Consideration of Local Interest.**

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

**8. Consultation with Users.**

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

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

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 this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, 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 this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 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 this grant agreement.

**17. Construction Inspection and Approval.**

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

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying 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.

- a.) 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.
- b.) 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.
- c.) 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.
- d.) 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.
- e.) 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.
- f.) 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.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### 23. Exclusive Rights.

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

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft

rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### **24. Fee and Rental Structure.**

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

#### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
    - a.) 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.

- b.) 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 this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

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

- a. by gross weights of such aircraft) is in excess of five million pounds 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).

**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;
  - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

#### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

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

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

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

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

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

**32. Engineering and Design Services.**

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 December 31, 2015 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.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

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

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (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.



**FAA  
Airports**

**Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at:  
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 12/31/2015

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



DEPARTMENT OF PUBLIC WORKS

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## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** TROY GRAHAM  
City Planner

**DATE:** June 7, 2016

**SUBJECT:** Agenda Item – June 14, 2016  
Recommendation of the Planning and Zoning Commission  
Ordinance Number G-1254 Establishing Minimum Landscape  
Standards in Commercial and Certain Residential Zoning Districts by  
Adding Sections 40-101, 40-102, 40-103, 40-104, 40-105, 40-106, 40-  
107, 40-108, 40-109, 40-110, and 40-111 to Zoning Ordinance  
Number G-663

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The Planning and Zoning Commission, in its meeting of March 28, 2016, considered the attached Ordinance establishing minimum landscape standards in commercial zoning districts and RP-3 and RP-4 residential districts by adding Sections 40-101, 40-102, 40-103, 40-104, 40-105, 40-106, 40-107, 40-108, 40-109, 40-110, and 40-111 to Zoning Ordinance Number G-663.

This Ordinance was prepared as the result of concerns expressed by the Planning and Zoning Commission about stormwater runoff and “curb appeal” of RP-3 Planned Medium Density Residential and RP-4 Planned Apartment House zoning districts. The intent of this Ordinance is to establish minimum landscape standards that will improve stormwater absorption, protect and improve the aesthetics of the City of Pittsburg, and enhance the safety, comfort and enjoyment of its citizens.

The Planning and Zoning Commission elected to not only address landscaping in commercially zoned districts but also in the medium and higher density residentially zoned districts. If approved, this Ordinance would apply to CP-O, CP-1, CP-2, CP-3, RP-3, and RP-4 zones. The Ordinance does not include the CP-4 zone, which is the zoning district for the downtown area. Their intent was to keep the landscaping requirements to a minimum to minimize the additional cost to the new commercial developments.

**MEMO TO: DARON HALL**  
**JUNE 7, 2016**  
**PAGE TWO**

After hearing all the evidence presented, the Planning and Zoning Commission voted unanimously to recommend to the Governing Body approval of this Ordinance. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 14, 2016. Action being requested is for the Governing Body to approve Ordinance No. G-1254.

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

Attachment: Ordinance No. G-1254

(Summary of Ordinance Published in The Morning Sun on \_\_\_\_\_, 2016)

**ORDINANCE NO. G-1254**

**AN ORDINANCE**, repealing Ordinance G-1172 and establishing minimum landscaping standards in the commercial zoning districts and residential districts by creating Sections 40-101, 40-102, 40-103, 40-104, 40-105, 40-106, 40-107, 40-108, 40-109, 40-110, and 40-111 to Zoning Ordinance Number G-663.

**WHEREAS**, the Planning and Zoning Commission of the City of Pittsburg, Kansas, has filed their report with the Board of Commissioners of the City of Pittsburg, Kansas, recommending amendment of Ordinance No. G-663.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS:**

**Section 1.** Section 40-101 of Zoning Ordinance No. G-663 is hereby created and shall read as follows:

**40-101. Purpose.**

It is recognized that good landscaping increases property values, assists with stormwater runoff and retention, attracts potential residents and businesses to the city, and creates an attractive environment for all residents and visitors. The purpose of these regulations is to use landscape elements, particularly plant materials, in an organized manner that will improve storm water absorption, protect and improve the aesthetics of the City of Pittsburg, and enhance the safety, comfort and enjoyment of its citizens.

The City recognizes the value of landscaping in achieving the following goals:

1. Encourage the preservation of existing trees;
2. Provide an overall planting scheme that will reduce soil erosion and the volume and rate of discharge of storm water runoff;
3. Establish and enhance a visual character and structure to the built environment that is pleasant to view and is sensitive to safety and aesthetics;
4. Promote compatibility between land uses by reducing noise, glare, heat, and lighting impacts of specific development on users of a site and its abutting properties;
5. Provide visual screens and buffers that mitigate the impact of conflicting land uses;
6. Aid in energy conservation by shading and sheltering structures from energy losses caused by weather conditions;

7. Mitigate the loss of natural resources; and
8. Provide shade, comfort, and seasonal color.

These regulations are minimum landscaping standards. Owners and developers are encouraged to exceed these standards with more creative solutions, not only for the enhanced value of their land, but also for the health and enjoyment of all citizens of the City of Pittsburg.

**Section 2.** Section 40-102 of Zoning Ordinance No. G-663 is hereby created and shall read as follows:

**40-102. Applicability.**

These landscaping regulations are minimum standards and apply only to the CPO, CP-1, CP-2, CP-3, RP-3, and RP-4 zoning districts.

**Section 3.** Section 40-103 of Zoning Ordinance No. G-663 is hereby created and shall read as follows:

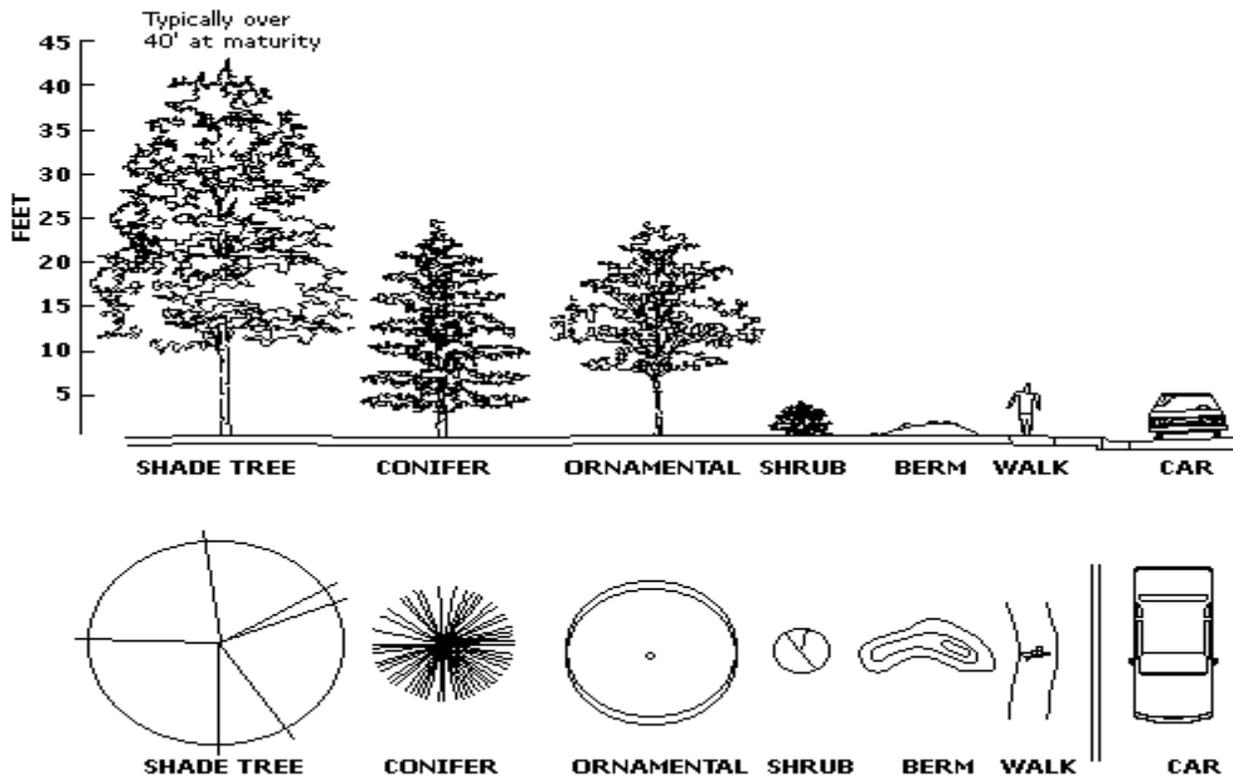
**40-103. Definitions.**

For the purpose of this section the following words, terms and phrases, when used in this section, shall have the meaning ascribed to them in this section, except when the context clearly requires otherwise.

1. *berm* - an earthen mound designed to provide visual interest, a landscaping screen, decrease noise, and /or detain or direct the flow of storm water.
2. *conifer tree* - an evergreen tree, usually pine, spruce, or juniper bearing cones and mostly used for screening purposes. For the purpose of these regulations, a conifer shall be considered a shade tree if it is at least five (5) feet tall when planted, and is on the "Shade and Ornamental Trees for Kansas" list provided by Kansas State University.
3. *deciduous* - a plant with foliage that is shed annually.
4. *evergreen* - a plant with foliage that persists and retains its natural color year round.
5. *groundcover* - an evergreen or deciduous planting less than twenty-four (24) inches in height at maturity. Turf grass is excluded.
6. *landscape materials* - living plants such as trees, shrubs, vines, groundcover, flowers, and grasses. May also include nonliving items such as bark, wood chips, rock, brick, and stone (monolithic paving not included); and

structural/decorative features such as fountains, pools, benches, berms, and terraces.

7. *mulch* - an organic or inorganic material used in landscape design to control weed growth, reduce soil erosion, retain moisture, reduce water loss, and provide visual interest.
8. *ornamental tree* - a deciduous tree having qualities such as flowers or fruit, attractive foliage, bark, or shape, and generally having a mature height of less than forty (40) feet. For the purposes of these regulations, trees listed as small or medium on the "Shade and Ornamental Trees for Kansas" list provided by Kansas State University shall be classified as ornamental trees.
9. *parking lot* - any off-street, unenclosed ground level facility used for the purpose of temporary storage of motor vehicles.
10. *shade tree* - usually a deciduous tree planted primarily for its high crown of foliage or overhead canopy. For the purposes of these regulations, trees listed as large or very large on the "Shade and Ornamental Trees for Kansas" list provided by Kansas State University shall be classified as shade trees.
11. *shrub* - a deciduous or evergreen woody plant smaller than a tree and larger than ground cover consisting of multiple stems from the ground or small branches near the ground, which attains a height of twenty-four (24) inches or more.
12. *street frontage* - the width of the property abutting a street.
13. *street wall* - any building wall facing a street.
14. *street wall line* - a line that extends from the building parallel to the street wall until it intersects a side or rear lot line, or the wall line of another building.
15. *street yard* - the area of a lot lying between the property line abutting a street and the street wall line of the building. If a building or its lot is an irregular shape, wall lines extending parallel to the street wall from the points of the wall closest to the side property lines shall be used to define the limits of the street yard. Corner lots shall be considered as having two (2) street yards.
16. *xeriscape* - a method of landscaping that emphasizes water conservation accomplished by following sound horticultural and landscaping practices, such as planning and design, soil improvement, limited turf areas, use of native plants, use of mulches, gravel, use of low-water demand plants, efficient irrigation practices and appropriate maintenance.



**The symbol chart shown above is for the following sections:**

**Section 4.** Section 40-104 of Zoning Ordinance No. G-663 is hereby created and shall read as follows:

**40-104. Required street yard plantings.**

1. The minimum amount of street yard landscaping shall be as follows:
  - a. one (1) shade tree and two (2) shrubs for each eighty (80) feet of frontage; or
  - b. two (2) ornamental trees and two (2) shrubs for each eighty (80) feet of frontage; or
  - c. one (1) ornamental tree and seven (7) shrubs for each eighty (80) feet of frontage.
2. For the purposes of landscaping regulations, all lots zoned CP-O, CP-1, CP-2, CP-3, RP-3 and RP-4, with less than eighty (80) feet of street frontage, shall be construed as having a minimum street frontage of eighty (80) feet.
3. Design standards for landscaped street yards and required trees:

- a. trees shall be located in planter areas of sufficient size and design to accommodate the growth of the trees and protected to prevent damage to the trees by vehicles. A minimum of twenty-five (25) square feet of permeable ground surface area per tree is required.
- b. trees may be clustered along a façade or boundary of the yard. Trees are not required to be spaced evenly; however, adequate distance is to be maintained between individual trees. Minimum spacing for ornamental trees is recommended to be fifteen (15) feet. Minimum spacing for shade trees is recommended to be forty (40) feet or more.
- c. minimum size at time of planting of required trees shall be as follows:
  - 1. shade trees – two (2) inch or larger caliper measured at the height of six (6) inches above the ground.
  - 2. ornamental trees – 1.5 inch or larger caliper measured at the height of six (6) inches above the ground.
  - 3. conifer trees – five (5) feet or more in height at time of planting.
- d. shrubbery shall obtain a mature height of at least two (2) feet and shall be no less than three (3) gallon container size at the time of planting.
- e. trees and shrubs should not be located inside public right-of-way. If they are located inside the right-of-way, they shall be located no closer than eight (8) feet to the curb line of adjacent streets or sidewalks, and they must not interfere with existing or future utility services and/or traffic control devices.
- f. any grass or shrubbery located inside the sight triangle shall be no taller than eighteen (18) inches at maturity. Trees placed in the sight triangle shall not have any limbs, boughs, or branches below eight (8) vertical feet from ground level.

**Section 5.** Section 40-105 of Zoning Ordinance No. G-663 is hereby created and shall read as follows:

**40-105. Required buffers.**

- 1. Buffers between commercial and residential development:
  - a. a landscaped buffer is required along the common property line of any commercially zoned property where it abuts residentially zoned property. The landscaped buffer is in addition to the required screening.

- b. there shall be a minimum of one (1) shade tree or two (2) ornamental trees for every forty (40) feet or fraction thereof. The trees may be irregularly spaced but within fifteen (15) feet of the property line. If an easement occupies this fifteen (15) foot area, trees are to be located outside of the easement.
- c. minimum size at time of planting of required trees shall be as stated in Section 40-104.3(c) above.

**Section 6.** Section 40-106 of Zoning Ordinance No. G-663 is hereby created and shall read as follows:

**40-106. Parking lot landscaping.**

- 1. All new parking areas or additions to parking areas shall be continuously screened from view from adjacent residential districts. (Existing Zoning code 25-104.3)
- 2. All new parking areas or additions to parking areas which create twenty four (24) or more spaces shall provide at least two shade trees and two ornamental trees for each twenty four (24) parking spaces or fraction thereof over twenty four (24).
  - a. the trees shall be located within and/or around the parking lot to enhance its appearance and/or to reduce the deleterious effect of large expanses of paved areas.
  - b. trees planted in parking lot areas shall be planted in interior planting islands with each tree having a minimum permeable ground surface of twenty five (25) square feet.
  - c. a planting island shall be a minimum width of at least five (5) feet, and its contents shall be protected from possible damage caused by vehicles by the use of raised curbs, bumper blocks, or other protective means.

**Section 7.** Section 40-107 of Zoning Ordinance No. G-663 is hereby created and shall read as follows:

**40-107. Other landscaping regulations.**

- 1. Landscaping shall not conflict with the traffic visibility requirements of this code.
- 2. Artificial trees, shrubbery, turf, or other plants as a landscape material will not be allowed.

3. Planting of cottonwood, ash, and Australian Pine trees shall not be allowed in any required landscaped area.
4. Clumped, or multi-trunked trees shall be credited as only one of the required trees.
5. Landscaping shall not interfere with safety and accessibility of any gas, electric, water, sewer, telephone, or other utility easement.
6. Any dead or diseased tree shall be removed. The stumps of all removed trees shall be ground out to at least four (4) inches below the ground level, the wood chips removed, the cavity filled with topsoil, and the area leveled.

**Section 8.** Section 40-108 of Zoning Ordinance No. G-663 is hereby created and shall read as follows:

**40-108. Maintenance.**

1. The landowner is responsible for the maintenance of all landscaping materials and shall keep them in a proper, neat, and orderly appearance free from refuse and debris at all times.
2. Disturbed soil between trees and shrubs in planting beds shall be mulched, planted or otherwise treated to prevent wind and water erosion.
3. Plants which die shall be replaced within sixty (60) days or, if weather prohibits replanting within that time, replanting shall occur within the first thirty (30) days of the next planting season.

**Section 9.** Section 40-109 of Zoning Ordinance No. G-663 is hereby created and shall read as follows:

**40-109. Enforcement / assurances for installation and completion.**

1. Prior to the issuance of a certificate of occupancy for any structure where landscaping is required, all work as indicated on the landscaping plan shall be inspected, and, if in accordance with the submitted landscape plan, shall be approved by a city inspector.
2. A landowner may obtain a final certificate of occupancy for a structure prior to the completion of required landscaping due to seasonal or weather conditions if the owner submits necessary assurances for the completion of landscaping. Acceptable assurances guaranteeing the completion of landscaping, such as a an irrevocable letter of credit, certified check or other assurance, shall be equal to one-hundred twenty-five percent (125%) of the cost of landscaping work and shall be accompanied by a written letter of assurance that landscaping shall be completed according to the landscape plan and accepted by the city inspector.

**Section 10.** Section 40-110 of Zoning Ordinance No. G-663 is hereby created and shall read as follows:

**40-110. Penalties.**

Any person, contractor or subcontractor violating any provision of this Ordinance is guilty of a class C offense, punishable as provided in Chapter 1, Section 1-7 of the Pittsburg City Code. Each day on which noncompliance shall occur or continue shall be deemed a separate and distinct violation.

**Section 11.** Section 40-111 of Zoning Ordinance No. G-663 is hereby created and shall read as follows:

**40-111. Severability.**

If any provision of this section is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall remain in full force and effect.

**Section 12.** This Ordinance shall take effect and be in force from and after its passage and publication in the official City paper.

**ADOPTED AND APPROVED** by the Governing Body on this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor – John Ketterman

ATTEST:

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

(SEAL)



DEPARTMENT OF PUBLIC WORKS

201 West 4<sup>th</sup> Street · Pittsburg KS 66762

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## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** TROY GRAHAM  
City Planner

**DATE:** June 7, 2016

**SUBJECT:** Agenda Item – June 14, 2016  
Recommendation of the Planning and Zoning Commission  
Ordinance Number G-1255 Amending Section 25-101 of the City of  
Pittsburg Zoning Ordinance Number G-663 to reduce the number of  
parking spaces required for buildings and structures used for certain  
categories or uses and increasing the number of parking spaces required  
in certain residential districts

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The Planning and Zoning Commission, in its meeting of March 28, 2016, considered the attached Ordinance Number G-1255 which amends Section 25-101 of the City of Pittsburg Zoning Ordinance Number G-663. The proposed amendments were to increase the number of parking spaces required in multi-family zoned districts and to decrease the number of parking spaces required in retail and service establishments.

This Ordinance was prepared as the result of concerns expressed by the Planning and Zoning Commission about future developments. New retail developments had expressed that nationwide they had seen that parking numbers had decreased and that the City of Pittsburg's requirements were higher than other cities. Lowering the number of required spaces in the retail establishments would allow for the developers to increase the amount of green space areas and also make their developments more walkable. The Planning and Zoning Commission also expressed concerns about parking regulations within the multi-family zoned districts. Current parking regulations allow for parking within a multi-family development to be determined by the number of units. The amended Ordinance would establish the parking on a per bed basis. This will ensure that new housing developments allow enough spaces for parking on the property.

**MEMO TO: DARON HALL**  
**JUNE 7, 2016**  
**PAGE TWO**

After hearing all the evidence presented, the Planning and Zoning Commission voted unanimously to recommend to the Governing Body approval of this Ordinance. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 14, 2016. Action being requested is for the Governing Body to approve Ordinance No. G-1255.

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

Attachment: Ordinance No. G-1255

(Summary of Ordinance Published in The Morning Sun on \_\_\_\_\_, 2016)

**ORDINANCE NO. G-1255**

**AN ORDINANCE**, amending Section 25-101 of the City of Pittsburg Zoning Ordinance Number G-663 to reduce the number of parking spaces required for buildings and structures used for certain categories or uses and increase the number of parking spaces require in certain residential districts.

**WHEREAS**, the Planning and Zoning Commission of the City of Pittsburg, Kansas, has filed their report with the Board of Commissioners of the City of Pittsburg, Kansas, recommending amendment of Ordinance No. G-663.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS:**

**Section 1.** Section 25-101 of Zoning Ordinance No. G-663 is hereby amended and shall read as follows:

**25-101. Parking Requirements.**

When any building or structure is hereafter erected or structurally altered to the extent of increasing the floor area by 50 percent or more, or a building or use is changed or enlarged in floor area, number of employees, number of dwelling units, seating capacity or otherwise, to create a need for an increase of 10 percent or more in the number of existing parking spaces, or any building or structure hereafter erected is converted for the uses listed in Column 1 of the chart below in any zoning district, accessory off-street parking spaces shall be provided as required in Column 2 or Column 3 or as required in subsequent sections of this Article or this Ordinance.

<b>USE OR USE CATEGORY</b>	<b>SPACES REQUIRED PER BASIC MEASURING UNIT</b>	<b>ADDITIONAL REQUIREMENTS</b>
One-family and two-family dwellings	2 per dwelling unit	
Apartments (3 or more units)	1 per bedroom	1 additional space per 8 units for visitor parking
Church, temple or similar place of assembly	1 per 5 seats or bench seat spaces (Seats in main auditorium only)	
College or High School	1 per 5 seats in main auditorium or 8 per classroom – whichever is greater.	
Elementary or nursery school	1 per 10 seats - main assembly room or 1 per classroom whichever is greater	
Daycare or similar facilities	1 per employee plus 2 additional spaces for guests	

Country club or golf club	To be determined by the Planning Commission and Governing Body	
Public library, museum art gallery, or community center	5 per building	Plus 1 additional for each 300 sq. ft. of floor area in excess of 1,000 square feet
Private clubs- fraternities, sororities	2 per 3 beds or 1 per active member, whichever is greater	
Sanitarium - nursing or convalescent home - home for the aged or similar institution	1 per 5 patient beds	
Hotel	1 per guest room or suite	1 per 2 employees or staff members per shift
Motel, Tourist Court, Motor lodge suite	1 per guest room	1 per 2 employees or staff members per shift
Rooming, Boarding, lodging, house or group home	2 per 3 beds	
Hospital	1 per 3 patient beds	1 per 2 employees or staff members per shift
Office or office building, studio or clinic	1 per 300 square feet of floor area	3 spaces minimum
Funeral home	1 per 5 seats in auditorium or chapel	
Restaurant, tavern, drinking establishment, or other establishment for consumption of food or beverage on the premises	1 per 3 seats or seating spaces	
Retail store or personal service establishment and banks	1 per 250 square feet of retail and customer service floor area	
Furniture or appliance store, machinery, equipment, and auto and boat sales and service	1 per 300 square feet of retail and customer service floor area	2 spaces minimum. Auto sales & service - 10 minimum
Auditorium - theater - gymnasium - stadium -arena or convention hall	1 per 4 seats or seating spaces	
Bowling alley	5 per 1,000 square feet of gross floor area	
Food storage locker	1 per 200 square feet customer service area	
Amusement place – dance hall - skating rink - swimming pool – auditorium or exhibition hall without fixed seats	1 per 100 square feet of floor area	Does not apply to accessory uses
General service or repair establishment - printing - publishing - plumbing, heating	1 per 300 sq. ft. of floor area	

Manufacturing or industrial establishment, research or testing lab, wholesale warehouse or similar establishment	2 per 1,000 square feet of floor area	
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**Section 2.** This Ordinance shall take effect and be in force from and after its passage and publication in the official City paper.

**ADOPTED AND APPROVED** by the Governing Body on this \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor – John Ketterman

ATTEST:

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

(SEAL)