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RESOLUTION NO. 1183 - Consider approval of Resolution No. 1183, providing for the reconstruction and improvement of a portion of South Rouse Street in Pittsburg, Kansas, from a point approximately 120 feet south of the Centennial Avenue and South Rouse Street intersection south on Rouse Street approximately 4,500 feet to the Pittsburg city limits.
Resolution No. 1183 70

RESOLUTION NO. 1184 - Consider approval of Resolution No. 1184, declaring the necessity for and authorizing the construction of certain repairs and improvements to the Atkinson Municipal Airport of the City of Pittsburg, Crawford County, Kansas and the payment of part of the cost thereof, under the authority of Charter Ordinance No. 25 of the City of Pittsburg, Kansas.
Resolution No. 1184 74

RESOLUTION NO. 1185 - Consider approval of Resolution No. 1185, authorizing the issuance of General Obligation Bonds in the amount of \$255,000 to fund the extension of North Walnut Street between 28th Street and 29th Street.
Resolution No. 1185 77

RESOLUTION NO. 1186 - Consider approval of Resolution No. 1186, authorizing the issuance of General Obligation Bonds in the amount of \$6,500,000 to fund certain on-site and off-site water, sewer and storm water improvements for the Kansas Crossing Casino.
Resolution No. 1186 80

RESOLUTION NO. 1187 - Consider approval of Resolution No. 1187, authorizing and providing for the public sale of General Obligation Bonds, Series 2016A and Taxable General Obligation Bonds, Series 2016B of the City of Pittsburg, Kansas, setting forth the details of said sale; and providing for the giving of notice thereof.
Resolution No. 1187 83

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 09, 2016
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the July 26, 2016, City Commission Meeting minutes.
- b. Approval of staff request to declare certain items as surplus and authorize staff to dispose of these items through the online auctioning services of Purple Wave, Inc.
- c. Approval of staff request to appoint Mike Creel to an unexpired term effective August 10th, 2016 and to expire December 31st, 2017 as a member of the Board of Zoning Appeals.
- d. Approval of the Agreement for Services for Improvements at Atkinson Municipal Airport between the City of Pittsburg and H.W. Lochner, Inc. to provide engineering services required for performing pavement investigations and topographical surveys, and for preparing engineer's design report, designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and project budget for the construction of the partial parallel taxiway from existing turnaround to new runway 16-34 turnaround, and authorize the Mayor to execute the agreement on behalf of the City of Pittsburg.
- e. Approval of Agreement No. 324-16 between the Secretary of Transportation and the City of Pittsburg to provide improved pedestrian routes to several area schools and if approved authorize the Mayor to sign the Agreement.
- f. Approval of the Appropriation Ordinance for the period ending August 9, 2016 subject to the release of HUD expenditures when funds are received.

ROLL CALL VOTE.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 09, 2016
5:30 PM

PUBLIC HEARING:

- a. PROPOSED 2017 BUDGET - The City of Pittsburg advertised for a Public Hearing to be held on August 9th, 2016, at the City Commission Meeting, commencing at 5:30 p.m. in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, for the purpose of hearing and answering questions relating to the proposed 2017 Budget. **Following the Public Hearing, approve or disapprove the 2017 Budget and, if approved, authorize the Mayor and City Commissioners to sign the State Budget Form on behalf of the City.**

CONSIDER THE FOLLOWING:

- a. KENDALL PACKAGING EXPANSION - Consider the request submitted by Kendall Packaging for a loan from the City's Community Development Block Grant (CDBG) revolving loan fund, in the amount of \$360,000 to be repaid over seven years at 1% interest to help finance an expansion to their facility located in the Northeast Industrial Park. **Approve or disapprove request and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**
- b. RESOLUTION NO. 1183 - Consider approval of Resolution No. 1183, providing for the reconstruction and improvement of a portion of South Rouse Street in Pittsburg, Kansas, from a point approximately 120 feet south of the Centennial Avenue and South Rouse Street intersection south on Rouse Street approximately 4,500 feet to the Pittsburg city limits. **Approve or disapprove Resolution No. 1183 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
- c. RESOLUTION NO. 1184 - Consider approval of Resolution No. 1184, declaring the necessity for and authorizing the construction of certain repairs and improvements to the Atkinson Municipal Airport of the City of Pittsburg, Crawford County, Kansas and the payment of part of the cost thereof, under the authority of Charter Ordinance No. 25 of the City of Pittsburg, Kansas. **Approve or disapprove Resolution No. 1184 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 09, 2016
5:30 PM

- d. RESOLUTION NO. 1185 - Consider approval of Resolution No. 1185, authorizing the issuance of General Obligation Bonds in the amount of \$255,000 to fund the extension of North Walnut Street between 28th Street and 29th Street. **Approve or disapprove Resolution No. 1185 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

- e. RESOLUTION NO. 1186 - Consider approval of Resolution No. 1186, authorizing the issuance of General Obligation Bonds in the amount of \$6,500,000 to fund certain on-site and off-site water, sewer and storm water improvements for the Kansas Crossing Casino. **Approve or disapprove Resolution No. 1186 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

- f. RESOLUTION NO. 1187 - Consider approval of Resolution No. 1187, authorizing and providing for the public sale of General Obligation Bonds, Series 2016A and Taxable General Obligation Bonds, Series 2016B of the City of Pittsburg, Kansas, setting forth the details of said sale; and providing for the giving of notice thereof. **Approve or disapprove Resolution No. 1187 and, if approved, authorize the Mayor to sign the Resolution 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
July 26th, 2016

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, July 26th, 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 and Chuck Munsell. Commissioner Monica Murnan participated by phone.

Mayor Ketterman led the flag salute.

PUBLIC INPUT –

The following individuals expressed concern for the homeless people who are living in tents outside of Wesley House. They indicated that the August 1st deadline to vacate the premises is not ample time for alternative living arrangements to be made for these people and requested the City consider allowing them longer time.

P. J. Graham
Cheryl Mayo

APPROVAL OF MINUTES – JULY 12TH, 2016 – On motion of Gray, seconded by Johnson, the Governing Body approved the minutes of the July 12th, 2016, City Commission Meeting as submitted. Motion carried.

EMERGENCY SOLUTIONS GRANT – On motion of Gray, seconded by Johnson, the Governing Body approved an Emergency Solutions Grant from the Kansas Housing Resources Corporation in the amount of \$138,744.00 to assist families in the community who are or are about to be experiencing homelessness, for a grant period of July 1st, 2016 through June 30th, 2017. Motion carried.

CHANGE ORDER NO. 1 – ROUSE STREET RESURFACING PROJECT – On motion of Gray, seconded by Johnson, the Governing Body approved Change Order No. 1 reflecting an increase in the amount of \$51,150.05 making a new contract construction amount of \$170,920.65 for the Rouse Street Resurfacing Project from the KCS Railroad to Quincy Street and Miscellaneous Milling. Motion carried.

DISPOSITION OF BIDS – ASPHALT SURFACE MAINTENANCE – On motion of Gray, seconded by Johnson, the Governing Body approved staff recommendation to award the bid for the Asphalt Surface Maintenance with an Asphalt Rejuvenating Agent (Furnished and Applied) to Proseal, Inc., of El Dorado, Kansas, based on their low bid of \$1.08 per square yard. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
July 26th, 2016

APPROPRIATION ORDINANCE – On motion of Gray, seconded by Johnson, the Governing Body approved the Appropriation Ordinance for the period ending July 26th, 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.

SUPPLEMENTAL AGREEMENT NO. 1 – SOUTH ROUSE STREET PEDESTRIAN-BICYCLE TRAIL - On motion of Munsell, seconded by Gray, the Governing Body approved Supplemental Agreement No. 1 to the original agreement dated February 6, 2015 between the City of Pittsburg and the Kansas Department of Transportation amending the scope of construction of the pedestrian-bicycle trail on South Rouse Street, and authorized the Mayor to sign the agreement on behalf of the City. Motion carried.

2017 BUDGET – On motion of Gray, seconded by Munsell, the Governing Body approved the 2017 Budget with the exception that the proposed mill rate increase be reduced from a total of 5 mill to a total of 3 mill with 1 mill dedicated to the Debt Service and 2 mill dedicated to the General Fund and directed the Director of Finance Jamie Clarkson to publish the announcement for a Public Hearing to be held regarding the 2017 Budget on August 9th, 2016, as prescribed by law, to be held in the City Commission Room, located in the Law Enforcement Center at 201 North Pine, at 5:30 p.m., for the purpose of hearing and answering questions relating to the 2017 Budget. Motion carried.

Commissioners Gray, Ketterman and Munsell all expressed concern with the proposed 5 mill increase to offset rising costs, pay down debt and increase reserves. They all indicated they could only support a 3 mill increase with 1 mill going to Debt Service and a 2 mill increase to General Fund.

ADJOURNMENT: On motion of Gray, seconded by Johnson, the Governing Body adjourned the meeting at 6:17 p.m. Motion carried.

John Ketterman, Mayor

ATTEST:

Joye VanGorden, Deputy 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: August 1, 2016

SUBJECT: Agenda Item – August 9, 2016
Surplus Property Declaration

The Department of Public Utilities is requesting Governing Body authorization to declare the attached list of items as surplus property. These items are either obsolete, inoperable or have been replaced.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 9th, 2016. Action being requested is for the City Commission to declare the listed items as surplus property and give permission to City staff to dispose of these items through the online auctioning services of Purple Wave, Inc.

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

SURPLUS AUCTION LIST

DEPARTMENT/DIVISION	ITEM	DESCRIPTION	COMMENTS
WTP			
	Generac Generator (Model #3471-0)	Natural Gas, 21 KW, 1 PH, 120/240V	Parts missing
	Stick Welder		Works
WWTP			
	Lincoln LincWelder 225	Gas Powered	Worked when stored
	Water Pump		
SHOP			
	JD Sabre Riding Mower	Kohler Command 25hp, V-Twin	Inoperable, parts only
	JD LX279 riding mower	JD 17hp V-Twin	Inoperable, parts only
	Tractor Tires		Obsolete
	Parts Washer	55 Ga. Drum Type	Obsolete
	Pallet of Filters		Obsolete
	Pallet of Strobe Lights		Obsolete
	Truck Topper		Obsolete
	Bathroom Stall Parts		
	Old Fuel Station System	Phoenix AFC Pedestal, 2 Gilbarco Dispensers	Worked when replaced
	Air Bumper Lift		Worked when replaced
	Window A/C		Worked when replaced
	Generac Generator 5500EXL	Portable 5500 Watts	Blown engine
	Generac Generator 92A04497-S	Natural Gas, 11 KW, 1 PH, 120/240V	Worked when replaced
	Powertech Generator PTRV-3	Kubota Diesel, 3 KW	Parts missing
	Lockers		
	3 Air Powered Liquid Pumps		Condition unknown, parts only
	2 Pallets Street Sweeper Parts		Obsolete
	Tractor Door		Obsolete
	Waste Oil Tank		
	Chain Link Fence and Toppers		
	2 Smoke Generators	Briggs Shp, Tecumseh 2 stroke XLPro 5	Parts only
	Chop saw		Parts only
	OTC Scanner		Obsolete
	Power washer		Parts only
	Chainsaw		Parts only
	1" water pump		Parts only
	Hydraulic pump		Obsolete
	Dump bed pump / PTO		Obsolete
	Forklift tine		Obsolete
	Ramsey hydraulic winch		Obsolete
	Lockers		
	2 pickup truck beds	2006 F150 4x4, 2013 F150 4x4	Obsolete
	Filmac Microfilm Reader Printer Mod. 23FA		Obsolete, condition unknown
STREET DIVISION			
	2006 Ford F650, VIN 3FRWF65Y56V337776	6.0 Diesel, Allison Trans	Low compression, won't start, wiring issues
	1988 Ingersoll Rand DD35 Asphalt Roller		Obsolete
WATER DISTRIBUTION			
	24" Tee		Obsolete
	4" Homelite Trash Pump		Obsolete, parts only
	1988 Kubota L2850D		Obsolete
FOUR OAKS GOLF COURSE			
	3 Wheel Cushman Truckster		Parts only
	1981 Toro 216 Reelmaster		Obsolete
	Pallet of Golf Cart Frames		Parts only
PARKS & RECREATION			
	Case 1845c Skidsteer		Obsolete
	1995 Ford F150, VIN 1FTDF15Y7SLB54498		Obsolete
	Goessen Leaf Sucker		Parts only
	Pallet of Parts Washers		Parts only
	Pallet of Push Mowers		Parts only
	Vermeer 935BC Chipper		Works
	Dump Truck Tailgate		Obsolete
	5 - All American Scoreboards		Working when replaced
	1-9 Inning All American Scoreboard		Working when replaced
	Truck Bed Roll-Out System		
	Several Pallets Playground Equipment		Parts only
ATKINSON MUNICIPAL AIRPORT			
	Homemade Trailer		Obsolete
	Sign Applicator		Obsolete
	Hy-Flo Power Washer		Obsolete
TRAFFIC & COMMUNICATIONS			
	Smith SPS10 Road Planer		Working when replaced



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: TROY GRAHAM
City Planner

DATE: August 3, 2016

SUBJECT: Agenda Item – August 9, 2016
Appointment to the Board of Zoning Appeals

Jim Askins has decided to step down as a member of the Board of Zoning Appeals which will leave an opening for this board. The position that Mr. Askins held has a term length that runs through December 31, 2017.

In soliciting individuals who might be interested in serving on the Commission, Mike Creel has indicated he would be interested in serving. Mr. Creel has served on the Planning and Zoning Commission in the past and would like to be considered for appointment to the Board of Zoning Appeals to fill this unexpired term. Mr. Creel has been involved with commercial real estate development since 1956. He is currently the President of Creel Enterprises (commercial real estate development) and Ace Enterprises, Inc. (commercial real estate). Mr. Creel previously served on the Planning and Zoning Commission, the first time from June 1, 1994 to May 31, 1997 and then two 3-year terms from June 1, 1999 to December 31, 2004. Mr. Creel has also served as a member of the Crawford County Planning and Zoning Commission. He indicated that he enjoyed being involved in the planning and development of Pittsburg and would like very much to be a part of this process again. Mr. Creel currently lives at 1803 North Home.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 9, 2016? Action being requested is the appointment of Mr. Creel to serve an unexpired term effective August 10, 2016 and to expire December 31st, 2017. If you have any questions concerning this matter, please do not hesitate to contact me.



DEPARTMENT OF PUBLIC WORKS

201 West 4th 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: August 3, 2016

SUBJECT: Agenda Item – August 9, 2016
Design Services
Atkinson Municipal Airport Runway 16-34
KDOT Project No. AV-2016-15 (Design-Only)

H.W. Lochner, Inc is currently designing the extension of Runway 16-34 and a partial parallel taxiway. KDOT has informed the City that the construction dollars for the parallel taxiway will not match the expected FAA grant for the extension of the runway. With the separation of the construction of improvements into two distinct projects, separation of the design contracts is warranted. The Commission, in the meeting of April 26th, 2016, approved the amended agreement for the extension of the runway.

The attached Agreement for Services reflects separation of the parallel taxiway from the original agreement and set as a stand-alone project. The proposed fees for the design of a stand-alone partial parallel taxiway is \$78,000. Both staff and KDOT have reviewed the proposal and believe it is appropriate.

This design project is being funded by a design grant from KDOT. KDOT is paying 95% of the design cost with the City's match being 5%. The improvements would be to connect the current turnaround with the turnaround that will be constructed with the 600' runway extension and mitigation to the wetlands that would be impacted due to the improvements.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 9th, 2016. Action necessary will be approval or disapproval of staff's recommendation and, if approved, authorize the Mayor to sign the Agreement.

Attachment: Proposed Agreement

**AGREEMENT FOR SERVICES
FOR IMPROVEMENTS TO THE
ATKINSON MUNICIPAL AIRPORT
PITTSBURG, KANSAS
KDOT PROJECT NO. AV-2016-15 (DESIGN-ONLY)**

THIS AGREEMENT made and entered into this _____ day of _____, 20____ by and between the City of Pittsburg, Kansas, with offices located at 201 West 4th Street, Pittsburg, KS 66762, hereinafter referred to as the "Sponsor", and H.W. Lochner, Inc. (Lochner), with offices located at 16105 W. 113th Street, Suite 107, Lenexa, KS 66219, hereinafter called the "Consultant."

WITNESSETH:

WHEREAS, the Sponsor is desirous of making the following improvements, hereinafter called the "Project", at the Atkinson Municipal Airport:

- Construct Partial Parallel Taxiway from Existing Turnaround to New Runway 16 Turnaround

WHEREAS, the scope of services described herein were originally included with Lochner Agreement 000011774 as an Add Alternate to the Runway 16-34 extension project. WHEREAS, after submittal of the Preliminary Engineer's Design Report for the Runway 16-34 extension project, KDOT Aviation indicated that the Phase 2 construction grant for funding of the partial parallel taxiway was not being considered for State Fiscal Year 2017. Therefore, it was determined that the Add Alternate should be removed from the original project scope and treated as a separate project. WHEREAS, initiation of the Bidding Phase and award of contract for the described partial parallel taxiway Project is contingent on the Sponsor receiving funding from the Federal Aviation Administration (FAA) for construction of the Runway 16-34 extension and new north connecting taxiway/turnaround project funded under future AIP Grant 3-20-0069-017.

WHEREAS, the Sponsor has agreed to employ the Consultant to provide the engineering services required for performing geotechnical investigations, topographical surveys, and for preparing engineer's design report, designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and project budget. The Consultant shall also assist the Sponsor with bidding and administrative services including coordination with State and Federal agencies related to the proposed mitigation effort for the 1.0-acre wetland impacted by the Project. The Sponsor may add to this Agreement by Supplement the additional services for providing construction administration, construction observation, and materials acceptance testing services for the proposed Project upon completion of the Design Phase services.

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

The Consultant will perform surveys, and geotechnical investigations to produce engineer's design report, construction plans, contract documents/technical specifications, tabulation of construction quantities, and engineer's opinion of probable construction costs and project budget for the Project. The Consultant will assist the Sponsor with

administrative services and coordination with KDOT. The Consultant will assist the Sponsor with advertisement for obtaining construction bids and award of the construction contract. The services required for construction administration, construction observation, and materials acceptance testing may be added to this Agreement by Supplement upon completion of the Design Phase services.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the FAA, primarily FAA Advisory Circulars and Central Region Guidance publications.

- AC 150/5300-13A "Airport Design," with Change 1 dated 02/26/2014
- Advisory Circular 150/5370-10G "Standards for Specifying Construction of Airports."

The following is a detailed description of the specific services that are a duty of this Agreement.

A. BASIC SERVICES

1. Preliminary Phase

- a. Coordination with the Sponsor and KDOT regarding Project scope, schedule, and budget.
- b. Prepare topographical and geotechnical investigation services Scopes of Services and subconsultant Agreements.

2. Design Phase – Engineer’s Design Report

- a. Prepare Preliminary Engineer's Design Report: The Design Report will be prepared exclusive of the Runway 16-34 extension project and will include a narrative regarding the proposed construction project, soils investigation and laboratory test results, pavement design alternatives and life cycle cost analysis (concrete versus bituminous pavement) along with recommended alternative, construction safety and phasing, drainage design, airfield lighting and signage design, environmental considerations, engineer's opinion of probable construction cost, Project budget and identification of deviation from FAA design criteria. Submit Preliminary Engineer’s Design Report, including engineer's opinion of probable construction cost and Project budget, to the Sponsor and KDOT for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.
- b. Finalize Engineer’s Design Report with consideration of preliminary (90%) review comments and submit Final Engineer’s Design Report to the Sponsor and KDOT for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request. Final report will be submitted with final Construction Plans and Contract Documents/Technical Specifications.

3. Design Phase – Plans and Specifications

- a. Prepare Construction Plans and Contract Documents/Technical Specifications for the Project.
 - 1) Prepare Construction Plans for the Project. The Construction Plans will generally include the following:
 - Title Sheet
 - General Airport Layout Plan and General Notes

- Construction Safety and Phasing Plan
 - Typical Sections and Summary of Quantities
 - Plan and Profile
 - Spot Elevations
 - Grading Plans and Erosion Control
 - Borrow Area Grading Plans and Erosion Control
 - Seeding Plan
 - Drainage and Erosion Control Details
 - Pavement Marking Plan and Details
 - Edge Lighting Plan
 - Electrical Details
 - Electrical Vault Details
 - Cross Sections
- 2) Prepare Contract Documents/Technical Specifications that are in accordance with FAA criteria and satisfy project specific needs. The specifications shall be developed using FAA Advisory Circular 150/5370-10G and “Regional Modifications to Standards.”
 - 3) Submit preliminary (90% completion) Construction Plans, Contract Documents/Technical Specifications, updated engineer’s opinion of probable construction cost, and Project budget to the Sponsor and KDOT for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.
 - 4) Attend and conduct a Design Review Meeting and conduct a field check at the Atkinson Municipal Airport at the 90% preliminary submittal level.
 - 5) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary (90% completion) review comments.
 - 6) Submit Construction Plans and Contract Documents/ Technical Specifications along with Final Engineer’s Design Report to the Sponsor and KDOT for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request.
4. Bidding Phase
- a. Assist the Sponsor with advertisement for bids. The Consultant shall prepare the advertisement and send the "Notice to Bidders" to prospective Contractors. (The Sponsor shall place the advertisement in the appropriate media.)
 - b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
 - c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the Bidding Phase.
 - d. Attend and conduct a prebid conference in Pittsburg, KS.

- e. Prepare and issue addendums during the Bidding Phase as required.
- f. The Consultant will attend the bid opening in Pittsburg, KS and assist the Sponsor with one (1) receipt of bids.
- g. Tabulate and analyze bid results, prepare Project budget, review Contractor's qualifications, and make recommendation of contract award.

B. SPECIAL SERVICES

1. Administrative Assistance

- a. Assist the Sponsor in preparation of KDOT KAIP grant application for Phase 2 construction grant.
- b. Assist the Sponsor in preparation of Invoice Summary forms as required for KAIP requests for reimbursement for design services.

2. Field Survey – Engineering Design

(Subject services have been previously completed under original Lochner Agreement 000011774)

- a. Perform field surveys as required for the partial parallel taxiway project.
 - 1) Obtain cross sections and topography within the survey limits at 100' intervals longitudinally with elevations at features, terraces, and grade changes maximum 75' transverse.

3. Geotechnical Investigation

(Subject services have been previously completed under original Lochner Agreement 000011774)

- a. Perform geotechnical investigations for the partial parallel taxiway project.
 - 1) Perform geotechnical investigation and laboratory tests required for project design. Two (2) soil borings shall be completed and extended to a maximum depth of 10' within the limits of the proposed Project. Sampling of the existing subgrade soils will be obtained at periodic depth intervals using thin-walled tube samplers and/or split-barrel samplers.
 - 2) Obtain one (1) composite bulk sample on site from the auger cuttings generated from the two (2) soil borings. If additional material is needed in order to complete the required laboratory testing, samples shall be collected from shallow pits within the areas of the proposed borings.
 - 3) Perform laboratory testing of the soil samples. The laboratory testing will include unconfined compression testing of cohesive thin-walled tube samples and/or approximations of their unconfined compressive strength using a hand penetrometer. Water content and density determinations will also be established for representative portions of the thin-walled tube samples. Water content and/or hand penetrometer tests will also be performed on the split-barrel samples, where applicable. Liquid and plastic limits (Atterberg Limits) will be determined on samples of the near-surface cohesive subgrade materials to aid in classification and to obtain an indication of their shrink/swell characteristics. One (1) standard proctor compaction tests (moisture-density relationship) and one (1) single-point remolded California Bearing Ratio (CBR) tests will be performed on the bulk samples.

- 4) Prepare a site specific written report and discussion of field and laboratory procedures, observations related to the materials encountered during the boring operations and results of laboratory tests. If subgrade treatment is required, provide recommendations related to preparation and modification methods.

4. Permitting / SWPPP

- a. Coordinate with the U.S. Army Core of Engineers (USACE) and U.S. Fish and Wildlife Service (USFWS) for approval of the proposed mitigation effort for the 1.0-acre wetland. The proposed mitigation effort will be the payment to the Watershed Institute.
- b. Prepare Storm Water Pollution Prevention Plan (SWPPP) for the construction project to be retained on site. The purpose of the SWPPP is to ensure the design, implementation, management, and maintenance of Best Management Practices (BMPs) in order to reduce the amount of sediment and other pollutants in storm water discharges associated with the land disturbance activities comply with the Kansas Department of Health and Environment (KDHE) Standards, and ensure compliance with the terms and conditions of the general permit.
- c. Assist the Sponsor in preparation of Notice of Intent land disturbance permit for submittal to KDHE.

C. CONSTRUCTION SERVICES

1. The Scope of Services required for construction administration, construction observation, and materials acceptance testing for the Project may be added to this Agreement by Supplement.

**ARTICLE II
SPONSOR'S RESPONSIBILITIES**

The Sponsor, as a part of this Agreement, shall provide the following:

1. Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform his/her services.
2. Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Designate in writing a person to act as Sponsor representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.
4. Give prompt written notice to the Consultant whenever Sponsor observes or knows of any development that affects the scope or timing of Consultant's services.
5. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the project.
6. One (1) copy of existing plans, reports, or other data the Sponsor may have on file with regard to this project.

SEA
7/27/16

7. Available information relating to environmental conditions at the property, including any permits, clearances, investigations, and remediation required for federal, state, and local agencies identified by environmental consultants for the Sponsor in currently available reports.

**ARTICLE III
TIME SCHEDULE**

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS OR BY DATE

A. BASIC SERVICES

1. Preliminary Phase..... As Required
2. Design Phase – Engineer’s Design Report
 - a. Submit Preliminary Engineer’s Design Report..... 45 Calendar Days After Receipt of NTP
 - b. Submit Final Engineer’s Design Report 30 Calendar Days After Receipt of Review Comments for Item A.3.a.3)
3. Design Phase – Plans and Specifications
 - a.3) Submit Preliminary Plans and Specifications 60 Calendar Days After Receipt of Review Comments for Item A.2.a
 - a.6) Submit Final Plans and Specifications 30 Calendar Days After Receipt of Review Comments for Item A.3.a.3)
4. Bidding Phase As Required

B. SPECIAL SERVICES

1. Administrative Assistance As Required
2. Field Survey – Engineering Design.....*Previously Completed Under Original Lochner Agreement 000011774*
3. Geotechnical Investigation*Previously Completed Under Original Lochner Agreement 000011774*
4. Permitting / SWPPP As Required

C. CONSTRUCTION SERVICES

1. Construction Services..... May be Added by Supplement

The schedule presented above does not include review time by the Sponsor, KDOT, or other interested agencies.

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Sponsor.

For Item A. Basic Services and Item B. Special Services, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Sponsor a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

For Item C. Construction Services, the method of payment may be added to this Agreement by Supplement upon completion of Item A.3. Design Phase.

Progress payments shall be made to the Consultant within thirty (30) calendar days of receipt of proper billing statement.

ARTICLE V MISCELLANEOUS PROVISIONS

1. **Change in Scope.** The Scope of Services described herein shall be subject to modification or supplement upon the written Agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this Agreement by Supplemental Agreement executed by both parties.
2. **Ownership of Drawings and Contract Documents.** Original documents, tracings, plans specifications and maps prepared or obtained under the terms of the Contract shall be delivered to and become the property of the Sponsor and basic survey notes and sketches, charts, computations, and other data shall be made available upon request by the Sponsor without restriction or limitation on their use. In the event any of the above documents are re-used by the Sponsor, the nameplates will be removed and the Consultant will be released and held harmless of subsequent liabilities. There shall be no legal limitations upon the Sponsor in the subsequent use of plans or ideas developed in this project and incorporated in the preliminary or final reports or plans for the subsequent preparation of construction plans.
3. **Electronically Produced Documents.** Electronically produced documents will be submitted in data files compatible with AutoCAD Release 2011. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor or other Agencies will have an acceptance period of thirty (30) days. If during that period the Sponsor or other Agencies find any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of the basic Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed including the cost of materials.

The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor or other Agencies.

4. Engineer's Opinion of Probable Project Cost and Construction Cost. Since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. However, the Consultant represents that he will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the Sponsor.

5. Remedies. In the event of a claim, dispute and other matters in question arising out of or relating to this Agreement or the services to be rendered hereunder, the Consultant and the Sponsor agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such claims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining claim, dispute or other matter in question by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

Third, if the claim, dispute or other matter in question, or any issues remain unresolved after the above steps, then such unresolved issues may, with the consent of both parties, be settled by binding arbitration in accordance with the rules of the American Arbitration Association current as of the date of this Agreement then pertaining.

6. Insurance. The Consultant shall procure and maintain at its expense during the effective period of this Contract the following insurance from insurance companies authorized to do business in Kansas covering all operations and services under this Contract performed by Engineer.

- a. Workers' Compensation Insurance in accordance with the provisions of the Kansas Workers' Compensation Act.
- b. Commercial General Liability in amounts not less than \$1 million combined single limit per occurrence and \$1 million aggregate for bodily injury, personal injury and property damage with endorsements to include broad form contractual, and broad form property damage.
- c. Automobile Liability, Bodily Injury and Property Damage with a limit of \$1 Million for occurrence, combined single limit including owned, hired and non-owned autos.
- d. Professional Liability Insurance in amounts not less than \$1 million per claim and annual aggregate.

Upon request, the Consultant shall furnish to the Sponsor a certificate or certificates of insurance showing compliance with this paragraph.

7. Liability. Each party will defend and indemnify and hold harmless the other party from and against third party claims for liability, damage, loss, costs and expenses, including attorney's fees, on account of injury or damage to persons or property occurring on or occasioned by facilities owned or controlled by such indemnifying party, unless such injury or damage resulted from the sole negligence of the other party. In the event negligence is attributable to both parties, each party shall be responsible for the resulting damages attributable to the

negligence of such party whether such proportionate share is arrived at through agreement between the parties or as a result of litigation.

- 8. Force Majeure. Any delay or failure of Consultant in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of Consultant, provided that prompt written notice of such delay or suspension be given by Consultant to the Sponsor. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Consultant shall be reimbursed for the cost of such delays.
- 9. Binding Upon Successors. This Agreement shall be binding upon the undersigned parties, their successors, partners, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above-written.

SPONSOR:

CITY OF PITTSBURG, KANSAS

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

CONSULTANT:

H.W. LOCHNER, INC.

ATTEST:

By: Matthew J. Jacobs
Matthew J. Jacobs, P.E.

By: Steven D. Harris
Steven D. Harris, P.E.

Title: Associate Vice-President

Title: Vice-President, Director of Gen Aviation

DERIVATION OF CONSULTANT PROJECT COSTS

CONSTRUCT PARTIAL PARALLEL TAXIWAY FROM EXISTING TURNAROUND TO NEW RUNWAY 16 TURNAROUND

KDOT PROJECT NO. AV-2016-15 (DESIGN-ONLY)
ATKINSON MUNICIPAL AIRPORT
PITTSBURG, KANSAS

BASIC AND SPECIAL SERVICES

July 18, 2016

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	2	\$65.00	\$ 130.00
Project Manager	59	\$59.00	\$ 3,481.00
Design Engineer II	114	\$39.00	\$ 4,446.00
Design Engineer I	198	\$35.00	\$ 6,930.00
Senior Electrical Engineer	18	\$55.00	\$ 990.00
Environmental Scientist	50	\$32.00	\$ 1,600.00
Technician	187	\$24.00	\$ 4,488.00
Administrative Asst.	45	\$20.00	\$ 900.00
Total Direct Salary Costs			= \$ 22,965.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 179.20% = \$ 41,153.28

3. SUBTOTAL:

Items 1 and 2 = \$ 64,118.28

4. PROFIT:

15% of Item 3 Subtotal = \$ 9,617.74

Subtotal of Items 3 and 4 \$ 73,736.02

5. OUT-OF-POCKET EXPENSES:

a. Mileage	690	miles @ \$0.54/mile = \$	372.60
b. Meals	2	@ \$46.00/day = \$	102.00
c. Motel	0	days @ \$83.00/day = \$	-
d. Mailing & Misc. Expenses		= \$	189.38

Total Out-of-Pocket Expenses = \$ 663.98

6. SUBCONTRACT COST:

a. Cornerstone Regional Surveying, LLC (Topo. Survey)	\$ 900.00
b. Palmerton & Parrish, Inc. (Geotech. Investigation)	\$ 2,700.00

7. TOTAL FEE:

Items 3, 4, 5 and 6 \$ 78,000.00

TOTAL FEE INCLUDED WITH ORIG. LOCHNER AGREEMENT 0000011774	\$ 51,550.00
ADDT'L. FEE INCLUDED WITH LOCHNER AGREEMENT 0000012300	\$ 26,450.00

ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN
CONSTRUCT PARTIAL PARALLEL TAXIWAY FROM EXISTING TURNAROUND TO NEW RUNWAY 16 TURNAROUND

ATKINSON MUNICIPAL AIRPORT
PITTSBURG, KANSAS

July 18, 2016

Classification:	Principal	Project Manager	Design Engineer II	Design Engineer I	Senior Elec. Engineer	Environ. Scientist	Technician	Admin. Assistant	Other Costs
Hourly Rate:	\$208.70	\$189.44	\$125.22	\$112.38	\$176.59	\$102.75	\$77.06	\$64.22	
A. BASIC SERVICES									
1. Preliminary Phase:	2	26	14	0	0	2	0	8	(2)
Labor Subtotal =	\$ 7,815.09	\$417.40	\$4,925.37	\$1,753.10	\$0.00	\$205.49	\$0.00	\$513.73	
Expense Subtotal =	\$ 34.91								\$ 34.91
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 7,850.00								
Orig. Fee Amount =	\$ 5,850.00								
Add'l. Fee Amount =	\$ 2,000.00								
2. Design Phase - Engineer's Design Report:	0	2	15	45	1	8	14	12	(2)
Labor Subtotal =	\$ 10,162.18	\$0.00	\$378.87	\$1,878.32	\$5,057.01	\$821.96	\$1,078.83	\$770.59	
Expense Subtotal =	\$ 37.82								\$ 37.82
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 10,200.00								
Orig. Fee Amount =	\$ 6,950.00								
Add'l. Fee Amount =	\$ 3,250.00								
3. Design Phase - Plans and Specs:	0	11	44	139	15	0	160	6	(1,2)
Labor Subtotal =	\$ 38,577.76	\$0.00	\$2,083.81	\$5,509.73	\$15,620.54	\$2,648.91	\$0.00	\$12,329.47	\$385.30
Expense Subtotal =	\$ 222.24								\$ 222.24
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 38,800.00								
Orig. Fee Amount =	\$ 31,650.00								
Add'l. Fee Amount =	\$ 7,150.00								
4. Bidding Phase:	0	18	28	10	2	0	3	7	(1,2)
Labor Subtotal =	\$ 9,073.72	\$0.00	\$3,409.87	\$3,506.19	\$1,123.78	\$353.19	\$0.00	\$231.18	\$449.51
Expense Subtotal =	\$ 326.28								\$ 326.28
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 9,400.00								
Orig. Fee Amount =	\$ -								
Add'l. Fee Amount =	\$ 9,400.00								
PART A SUBTOTAL =	\$ 66,250.00								

SJA
7/18/16

Classification:	Principal	Project Manager	Design Engineer II	Design Engineer I	Senior Elec. Engineer	Environ. Scientist	Technician	Admin. Assistant	Other Costs
Hourly Rate:	\$208.70	\$189.44	\$125.22	\$112.38	\$176.59	\$102.75	\$77.06	\$64.22	

B. SPECIAL SERVICES

1. Administrative Assistance:	0	2	8	0	0	0	0	8	(2)
Labor Subtotal =	\$ 1,894.37	\$0.00	\$378.87	\$1,001.77	\$0.00	\$0.00	\$0.00	\$513.73	
Expense Subtotal =	\$ 5.63								\$ 5.63
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 1,900.00								
Orig. Fee Amount =	\$ -								
Add'l. Fee Amount =	\$ 1,900.00								
2. Field Survey - Engineering Design:	0	0	3	0	0	0	4	0	(2,3)
Labor Subtotal =	\$ 683.90	\$0.00	\$0.00	\$375.66	\$0.00	\$0.00	\$308.24	\$0.00	
Expense Subtotal =	\$ 16.10								\$ 16.10
Subconsultant Subtotal =	\$ 900.00								\$ 900.00
Total Fee =	\$ 1,600.00								
Orig. Fee Amount =	\$ 1,600.00								
Add'l. Fee Amount =	\$ 0.00								
3. Geotech. Investigation:	0	0	0	0	0	0	0	0	(2,3)
Labor Subtotal =	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Expense Subtotal =	\$ -								\$ -
Subconsultant Subtotal =	\$ 2,700.00								\$ 2,700.00
Total Fee =	\$ 2,700.00								
Orig. Fee Amount =	\$ 2,700.00								
Add'l. Fee Amount =	\$ -								
4. Permitting / SWPPP:	0	0	2	4	0	40	6	4	(2)
Labor Subtotal =	\$ 5,529.00	\$0.00	\$0.00	\$250.44	\$449.51	\$0.00	\$4,109.82	\$462.36	\$256.86
Expense Subtotal =	\$ 21.00								\$ 21.00
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 5,550.00								
Orig. Fee Amount =	\$ 2,800.00								
Add'l. Fee Amount =	\$ 2,750.00								
PART B SUBTOTAL =	\$ 11,750.00								
GRAND TOTAL =	\$ 78,000.00								

- (1) Mileage, Motel and Meals
- (2) Equipment, Materials and Supplies
- (3) Vendor Services



DEPARTMENT OF PUBLIC WORKS

201 West 4th 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: August 3, 2016

SUBJECT: Agenda Item – August 9, 2016
Design Services
Safe Routes to School Grant

The City of Pittsburg has received a grant from KDOT as part of its Transportation Alternatives (TA) initiative. Projects that had been initially considered as part of the Safe Routes To School (SRTS) are now rolled under the TA program and not funded separately. The grant will pay for improved access for students walking to school.

The planned improvements include sidewalks along Broadway between Larry Garmin and 14th, sidewalks around George Nettle Elementary School from Diell and Centennial, and sidewalks at Westside Elementary School along Miles Street from the school to the Watco Trail as well as 5th street from the school to the Watco Trail.

The attached Agreement reflects the KDOT share of 80% of the project with KDOT's maximum share of \$187,348.00 of a \$234,185 total construction project. The City's share of the project would be \$46,837.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 9th, 2016. Action necessary will be approval or disapproval of staff's recommendation and, if approved, authorize the Mayor to sign the Agreement.

Attachment: Proposed Agreement

PROJECT NO. 19 U-2309-01
TA-U230(901)
TRANSPORTATION ALTERNATIVES PROJECT
SIDEWALK IMPROVEMENTS
CITY OF PITTSBURG, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Pittsburg, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The Secretary is authorized by the current Federal-Aid Transportation Act to set aside certain portion of Federal funding allocated under the current Federal-Aid Transportation Act for Transportation Alternatives (TA) projects.
- B. The Secretary is empowered to pass through Federal Surface Transportation Program (STP) funds for TA projects to eligible state agencies or local governments.
- C. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for Federal STP funding under the Transportation Alternatives Provision of the current Federal-Aid Transportation Act.
- D. The City has requested and Secretary has authorized a Transportation Alternatives (TA) project, as further described in this Agreement.
- E. Under the terms of the current Federal-Aid Transportation Act and the rules and regulations of the Federal Highway Administration (FHWA), states and local governments are, under certain circumstances, entitled to receive assistance in the financing of TA projects, provided however, that in order to be eligible for such federal-aid, such work is required by Federal law to be done in accordance with the laws of the state.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“City”** means the City of Pittsburg, Kansas, with its place of business at 201 W. 4th Street, Pittsburg, KS 66762-0688.

3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
4. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
5. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.
13. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

14. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
18. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **6’ and 10’ Sidewalks, Driveways approach improvements and ADA improvements in Pittsburg, Kansas**, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
24. **“Useful Life Period”** means a sufficient period of time, as specifically designated in this Agreement in Article IV, paragraph 2, to secure the investment of federal funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.
25. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT’s Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives to obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.

3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor’s agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party’s claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

4. **Payment of Costs.** The Secretary agrees to be responsible for eighty percent (80%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed \$187,348.00 for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$234,185.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project.

5. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary’s Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken, prosecuted and completed for and on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection with the Project are hereby by the City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the City acting in its own individual corporate capacity instead of by its agent. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current the American Institute of Architects (AIA) standards, the Secretary of the Interior’s Standards for the Treatment of Historic Properties, the American Society of Landscape Architects guidelines, KDOT’s Design Engineering Requirements, the current Local Projects LPA Project Development Manual, Bureau of Local Project’s (BLP’s) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design’s road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology’s Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project.

4. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with the items in Article III, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

6. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule’s due dates as issued by KDOT, exclusive of delays beyond the Consultant’s control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at

mutually agreed intervals in conformity with the official Project schedule.

- (c) Third Party Beneficiary. Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

7. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the City’s and its Consultant’s duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

8. **Design Exception Indemnification.** Any design exception to the current version of the American Association of State Highway and Transportation Officials (AASHTO) Design Standards shall be in accordance with 23 C.F.R. § 625. For any design exception, the City agrees to the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, to defend, indemnify, hold harmless, and save the Secretary and the Secretary’s authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the design exceptions for this Agreement by the City, the City’s employees, or subcontractors.

9. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

10. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the

necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) Right of Way Documentation. The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. Intentionally Deleted.

(f) Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing the Project.

11. **Removal of Encroachments**. The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

12. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

13. **Utilities.** The City agrees to the following with regard to Utilities:

(a) **Utility Relocation.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) **Status of Utilities.** The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) **Time of Relocation.** The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) **Permitting of Private Utilities.** The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) **Indemnification.** To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) **Cost of Relocation.** Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

14. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

(a) **Removal of Hazardous Waste.** The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) **Responsibility for Hazardous Waste Remediation Costs.** The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) **Hazardous Waste Indemnification.** The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) **No Waiver.** By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

15. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require at a minimum all personnel performing Construction Engineering to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. The agreement for inspection services must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

16. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic

during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) Permanent Traffic Control. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to FHWA approval.

(c) Parking Control. The City will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) Traffic Movements. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

17. Access Control. The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

18. Maintenance. When the Project is completed and final acceptance is issued and until expiration of the Useful Life Period, the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

19. Financial Obligation. The City will be responsible for twenty percent (20%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to \$234,185.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$234,185.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

20. Remittance of Estimated Share. The City shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The

City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.

21. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

22. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

23. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE IV

SPECIAL TRANSPORTATION ENHANCEMENT REQUIREMENTS:

1. **No 4(f) Status.** It is the Parties' intention that neither this Agreement nor the Project create or expand the status of any land involved in this Project as a "significant publicly owned public park, recreation area, or wildlife and waterfowl refuge, or any significant historic site," for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135 ("4(f) status"), except as otherwise modified by this Agreement.

(a) **Transportation Alternatives.** Unless otherwise stated below in this section, the Parties agree the major purposes or functions of land involved in the Project are to preserve or enhance the scenic, historic, environmental or archeological aspects, or the usefulness for intermodal users (including bicyclists, pedestrians, and other non-motorized transportation users) of existing or new transportation facilities. It is further agreed any park, recreation or refuge purposes or functions are secondary or incidental for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135. Exceptions: NONE.

(b) **4(f) Determinations.** The Parties agree for purposes of any future determinations of 4(f) status issues as required by 49 U.S.C. § 303 or applicable regulations the Secretary is hereby designated as the public official having jurisdiction of such determinations. However, it is not the intent of this section to affect the determination of whether a historic or archaeological site is on or eligible for inclusion on the National Register of Historic Places.

2. **Useful Life.**

(a) **Useful Life Period.** The Parties agree the Useful Life Period of the Project is 20 years, commencing on the date the Secretary gives notice of final acceptance of the Project.

(b) **Insurance.** If the Project includes improvements to a building, the City will purchase and maintain insurance for property damage to the building continuously during the Useful Life Period of the Project in an amount equal to or in excess of the federal funds expended on the Project.

(c) **Change in Public Use.** After the Project is completed and during the entire Useful Life Period, any change in the public use of the real property for the Project will require written approval from the Secretary with FHWA concurrence.

(d) **Recapture of Federal Investment.**

(i) During the first 10 years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the City shall pay to the Secretary 100% of the federal funds invested in the Project.

(ii) Following the first 10 years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the City shall pay to the Secretary as recapture of federal funds invested in the Project an amount, which will be determined according to the following formula:

$$\frac{\textit{Total Amount of Federal Funds Invested in the Project}}{\textit{Entire Useful Life Period for the Project}} \times \frac{\textit{Number of Full Years Remaining in the Useful Life Period at the time of unauthorized change in use}}{\textit{Recapture Amount}} = \textit{Recapture Amount}$$

(iii) Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **Civil Rights Act.** The “Special Attachment No. 1,” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

3. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

5. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

6. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

7. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF PITTSBURG, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	JL HUTCHINSON LEAGUE	VOIDED						
1	JL HUTCHINSON LEAGUE	VOIDED						
	C-CHECK	VOIDED	V 7/22/2016			177816		100.00CR

* * 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:	1 VOID DEBITS	0.00		
	VOID CREDITS	100.00CR	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	100.00CR	0.00	0.00
BANK: *		TOTALS:	1	100.00CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6154	4 STATE MAINTENANCE SUPPLY INC	R	7/22/2016			177805		85.81
2004	AIRE-MASTER OF AMERICA, INC.	R	7/22/2016			177806		16.40
7221	LOGAN KELLER BENHAM	R	7/22/2016			177807		110.25
1006	COMMUNITY NATIONAL BANK	R	7/22/2016			177808		32,409.07
7564	AGA ENTERPRISES, LLC	R	7/22/2016			177809		1,400.00
4263	COX COMMUNICATIONS KANSAS LLC	R	7/22/2016			177810		50.44
4263	COX COMMUNICATIONS KANSAS LLC	R	7/22/2016			177811		67.26
0375	WICHITA WATER CONDITIONING, IN	R	7/22/2016			177812		60.00
1	CUMISKEY, KELLY	R	7/22/2016			177813		15.00
6088	EMERGENCY RESPONSE SOLUTIONS,	R	7/22/2016			177814		325.97
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	7/22/2016			177815		176.61
1	JL HUTCHINSON LEAGUE	V	7/22/2016			177816		100.00
1	JL HUTCHINSON LEAGUE	VOIDED						
1	JL HUTCHINSON LEAGUE	VOIDED						
	M-CHECK JL HUTCHINSON LEAGUE	VOIDED	7/22/2016			177816		100.00CR
1208	KANSAS CITY SOUTHERN RAILWAY C	R	7/22/2016			177817		1.00
5734	PITTSBURG STATE UNIVERSITY	R	7/22/2016			177818		300.00
7167	MAILFINANCE, INC	R	7/22/2016			177819		747.63
0175	REGISTER OF DEEDS	R	7/22/2016			177820		96.00
7526	CLINTON D LAWRENCE	R	7/22/2016			177821		1,500.00
4839	VAN BECELAERE MACHINE WORKS, I	R	7/22/2016			177822		120.00
2350	WASTE CORPORATION OF MISSOURI	R	7/22/2016			177823		137.95
1108	WESTAR ENERGY	R	7/22/2016			177824		2,766.31

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7481	TIMOTHY CASHERO	R	7/29/2016			177825		57.92
1616	CITY OF PITTSBURG	R	7/29/2016			177826		322.24
0748	CONRAD FIRE EQUIPMENT INC	R	7/29/2016			177827		232.69
7568	MICHAEL EUGENE COOPER	R	7/29/2016			177828		137.00
0095	CRAWFORD COUNTY TREASURER	R	7/29/2016			177829		412.38
7541	DEERE AND COMPANY	R	7/29/2016			177830		25,437.22
7566	FALCON ROOFING LLC	R	7/29/2016			177831		1,457.10
6274	WILMA MCKIBBEN	R	7/29/2016			177832		1,020.00
1	ORENDER, PATRICK EUGENE	R	7/29/2016			177833		1,052.00
1	PETERS, JARRETT & SHIRINE	R	7/29/2016			177834		100.00
7480	RODGER PETRAIT	R	7/29/2016			177835		115.83
1	PIERCE, EDWARD & SANDRAH	R	7/29/2016			177836		100.00
0175	REGISTER OF DEEDS	R	7/29/2016			177837		15.00
0175	REGISTER OF DEEDS	R	7/29/2016			177838		15.00
7270	SECURITY 1ST TITLE, LLC	R	7/29/2016			177839		285.00
1795	SOUTHEAST KANSAS, INC	R	7/29/2016			177840		30.00
7325	TODD A FISHER	R	7/29/2016			177841		77.22
0349	UNITED WAY OF CRAWFORD COUNTY	R	7/29/2016			177842		101.77
1108	WESTAR ENERGY	R	7/29/2016			177843		390.73
5371	PITTSBURG FAMILY YMCA	R	7/29/2016			177844		147.44
0026	STANDARD INSURANCE COMPANY	D	8/01/2016			999999		1,318.48
0046	ETTINGERS OFFICE SUPPLY	E	7/25/2016			999999		420.95

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0046	ETTINGERS OFFICE SUPPLY	E	8/01/2016			999999		139.25
0056	NEWSPAPER HOLDINGS	E	7/25/2016			999999		859.14
0101	BUG-A-WAY INC	E	7/25/2016			999999		160.00
0105	PITTSBURG AUTOMOTIVE INC	E	7/25/2016			999999		2,109.62
0105	PITTSBURG AUTOMOTIVE INC	E	8/01/2016			999999		248.53
0112	MARRONES INC	E	7/25/2016			999999		106.40
0117	THE MORNING SUN	E	7/25/2016			999999		1,920.95
0117	THE MORNING SUN	E	8/01/2016			999999		134.83
0133	JIM RADELL CONSTRUCTION INC	E	7/25/2016			999999		38,443.00
0276	JOE SMITH COMPANY, INC.	E	7/25/2016			999999		890.95
0276	JOE SMITH COMPANY, INC.	E	8/01/2016			999999		300.16
0292	UNIFIRST CORPORATION	E	7/25/2016			999999		76.95
0294	COPY PRODUCTS, INC.	E	8/01/2016			999999		1,380.00
0306	CASTAGNO OIL CO INC	E	7/25/2016			999999		332.85
0321	KP&F	D	7/29/2016			999999		44,594.43
0329	O'MALLEY IMPLEMENT CO INC	E	7/25/2016			999999		260.45
0345	VICTOR L PHILLIPS CO	E	7/25/2016			999999		265.48
0345	VICTOR L PHILLIPS CO	E	8/01/2016			999999		155.82
0516	AMERICAN CONCRETE CO INC	E	7/25/2016			999999		28.74
0577	KANSAS GAS SERVICE	E	7/25/2016			999999		2,086.03
0585	MOLLE MC AUTOMOTIVE INC	E	7/25/2016			999999		870.55
0607	QUALITY FLOOR COVERING	E	8/01/2016			999999		4,100.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 7/19/2016 THRU 8/02/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0709	PURVIS INDUSTRIES LTD	E	7/25/2016			999999		231.82
0728	ICMA	D	7/29/2016			999999		896.23
0746	CDL ELECTRIC COMPANY INC	E	7/25/2016			999999		3,612.36
0779	PITTSBURG COMMUNITY THEATRE	E	8/01/2016			999999		2,500.00
0806	JOHN L CUSSIMANIO	E	7/25/2016			999999		270.00
0806	JOHN L CUSSIMANIO	E	8/01/2016			999999		270.00
0808	JD DICKINSON COMPRESSOR	E	7/25/2016			999999		439.98
0823	TOUCHTON ELECTRIC INC	E	7/25/2016			999999		40.00
0823	TOUCHTON ELECTRIC INC	E	8/01/2016			999999		20.00
0829	CROWN PRODUCTS INC	E	7/25/2016			999999		196.28
0844	HY-FLO EQUIPMENT CO	E	7/25/2016			999999		166.62
0866	AVFUEL CORPORATION	E	8/01/2016			999999		22,410.12
0867	CUMMINS CENTRAL POWER LLC	E	7/25/2016			999999		642.44
0870	PENNINGTON SEED INC	E	8/01/2016			999999		607.60
1050	KPERS	D	7/29/2016			999999		34,899.90
1097	BARCO MUNICIPAL PRODUCTS INC	E	7/25/2016			999999		420.00
1141	THE G W VAN KEPPEL COMPANY	E	7/25/2016			999999		709.48
1478	KANSASLAND TIRE OF PITTSBURG	E	7/25/2016			999999		164.89
1478	KANSASLAND TIRE OF PITTSBURG	E	8/01/2016			999999		196.20
1490	ESTHERMAE TALENT	E	7/25/2016			999999		25.00
1490	ESTHERMAE TALENT	E	8/01/2016			999999		25.00
1609	PHILLIP H O'MALLEY	E	7/25/2016			999999		600.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 7/19/2016 THRU 8/02/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1619	MIDWEST TAPE, LLC	E	7/25/2016			999999		40.94
1792	B&L WATERWORKS SUPPLY, LLC	E	7/25/2016			999999		3,500.63
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	7/25/2016			999999		1,083.42
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	8/01/2016			999999		185.00
2161	RECORDED BOOKS, LLC	E	7/25/2016			999999		76.45
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	7/25/2016			999999		2,497.20
2707	THE LAWNSCAPE COMPANY, INC.	E	7/25/2016			999999		657.25
2960	PACE ANALYTICAL SERVICES INC	E	7/25/2016			999999		1,726.00
2994	COMMERCIAL AQUATIC SERVICE INC	E	7/25/2016			999999		286.47
3067	STEVE BITNER	E	7/25/2016			999999		700.00
3079	COMMERCE BANK	D	7/29/2016			999999		35,117.59
3248	AIRGAS USA LLC	E	7/25/2016			999999		2,012.50
3272	DUNCAN HOUSING LLC	E	7/25/2016			999999		1,200.00
3802	BRENNTAG MID-SOUTH INC	E	7/25/2016			999999		5,727.00
4186	KEN WILKERSON	E	8/01/2016			999999		1,600.00
4218	MEADOWLARK TOWNHOUSES	E	7/25/2016			999999		600.00
4307	HENRY KRAFT, INC.	E	7/25/2016			999999		521.85
4354	LIFESTYLE LEASING INC	E	7/25/2016			999999		4,800.00
5014	MID-AMERICA SANITATION	E	7/25/2016			999999		152.00
5275	US LIME COMPANY-ST CLAIR	E	7/25/2016			999999		4,208.72
5317	ULINE	E	8/01/2016			999999		72.47
5340	COMMERCE BANK TRUST	E	7/28/2016			999999		35,353.15

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 7/19/2016 THRU 8/02/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5393	CARLOS ANGELES	E	7/25/2016			999999		550.00
5486	DUSTIN WALKER	E	7/25/2016			999999		100.00
5534	SYCAMORE VILLAGE APARTMENTS	E	7/25/2016			999999		624.00
5552	NATIONAL SIGN CO INC	E	8/01/2016			999999		188.98
5566	VINYLPLEX INC	E	7/25/2016			999999		4,790.24
5623	CRAWFORD COUNTY CLERK	E	7/25/2016			999999		91.00
5725	RED THE UNIFORM TAILOR INC	E	7/25/2016			999999		1,000.48
5770	KANSAS CITY FREIGHTLINER SALES	E	7/25/2016			999999		511.39
5957	PASTEUR PROPERTIES LLC	E	7/25/2016			999999		700.00
6117	ALEXANDER OPEN SYSTEMS, INC	E	8/01/2016			999999		17,141.77
6341	INDUSTRIAL SEALING & LUBRICATI	E	7/25/2016			999999		1,095.12
6415	GREAT WEST TANDEM KPERS 457	D	8/01/2016			999999		4,076.00
6498	BLUEGLOBES LLC	E	8/01/2016			999999		190.06
6508	JOHN H BAILEY	E	8/01/2016			999999		123.88
6577	GREENSPRO INC	E	8/01/2016			999999		1,104.50
6595	AMAZON.COM, INC	E	8/01/2016			999999		12,106.94
6916	STILWELL HERITAGE & EDUCATIONA	E	7/25/2016			999999		900.00
6952	ADP INC	D	7/22/2016			999999		6,603.95
7028	MATTHEW L. FRYE	E	7/25/2016			999999		400.00
7038	SIGNET COFFEE ROASTERS	E	7/25/2016			999999		82.50
7138	OME CORP, LLC	E	7/25/2016			999999		170.00
7240	JAY HATFIELD CERTIFIED USED CA	E	7/25/2016			999999		344.41

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7251	COMMUNICATIONS SUPPLY CORPORAT	E	8/01/2016			999999		710.65
7283	CORESOURCE, INC	D	7/21/2016			999999		44,088.03
7283	CORESOURCE, INC	D	7/28/2016			999999		21,360.02
7285	ALLSTATE BENEFITS	D	7/28/2016			999999		675.32
7290	DELTA DENTAL OF KANSAS INC	D	7/22/2016			999999		1,723.20
7290	DELTA DENTAL OF KANSAS INC	D	7/29/2016			999999		2,112.00
7335	TRUSS LLC	E	8/01/2016			999999		5,714.29
7401	JAMI L CROWDER	E	8/01/2016			999999		1,533.14
7415	CENTERPOINT ENERGY SERVICES, I	E	7/25/2016			999999		218.14
7423	SARAH CHENOWETH	E	8/01/2016			999999		84.00
7458	ELAN PLANNING, DESIGN & LANDSC	E	7/25/2016			999999		7,476.75
7473	CAROL BAKKE	E	8/01/2016			999999		25.00
7495	SEK RADIO, LLC	E	7/25/2016			999999		150.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	7/25/2016			999999		369.00
7539	ABAGAE L FELTER	E	7/25/2016			999999		36.75
7563	JEREMY D POUCHE	E	8/01/2016			999999		1,050.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	39	71,992.24	0.00	71,892.24
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	12	197,465.15	0.00	197,465.15
EFT:	94	215,422.48	0.00	215,422.48
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	100.00CR	100.00CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		145	484,779.87	0.00	484,779.87
BANK: 80144	TOTALS:	145	484,779.87	0.00	484,779.87

VENDOR SET: 99 City of Pittsburg, KS
BANK: EFT MANUAL EFTS
DATE RANGE: 7/19/2016 THRU 8/02/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7384	THE DANCE PITT, LLC	E	8/01/2016			999999		1,482.04

* * 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:	1	1,482.04	0.00	1,482.04
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: EFT TOTALS:	1	1,482.04	0.00	1,482.04
BANK: EFT TOTALS:	1	1,482.04	0.00	1,482.04

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 7/19/2016 THRU 8/02/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6585	CLASS HOMES 1 LLC	R	8/01/2016			177845		151.00
6746	JOHNSON COUNTY HOUSING AUTHORI	R	8/01/2016			177846		1,445.88
1601	GRAIG MOORE	R	8/01/2016			177847		1,450.00
1800	DAN RODABAUGH	R	8/01/2016			177848		274.00
6451	NAZAR SAMAN	R	8/01/2016			177849		421.00
0472	LARRY SPRESSER, LLC	R	8/01/2016			177850		275.00
4636	WESTAR ENERGY, INC. (HAP)	R	8/01/2016			177851		912.00
0234	KENNETH A THORNTON	E	8/02/2016			999999		281.00
0372	CONNER REALTY	E	8/02/2016			999999		95.00
0855	CHARLES HOSMAN	E	8/02/2016			999999		23.00
1008	BENJAMIN M BEASLEY	E	8/02/2016			999999		260.00
1231	JOHN LOVELL	E	8/02/2016			999999		605.00
1609	PHILLIP H O'MALLEY	E	8/02/2016			999999		3,687.00
1638	VERNON W PEARSON	E	8/02/2016			999999		657.00
1688	DORA WARE	E	8/02/2016			999999		508.00
1982	KENNETH STOTTS	E	8/02/2016			999999		764.00
1985	RICK A MOORE	E	8/02/2016			999999		203.00
2542	CHARLES YOST	E	8/02/2016			999999		684.00
2624	JAMES ZIMMERMAN	E	8/02/2016			999999		1,626.00
2913	KENNETH N STOTTS JR	E	8/02/2016			999999		430.00
3067	STEVE BITNER	E	8/02/2016			999999		5,431.00
3082	JOHN R JONES	E	8/02/2016			999999		361.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3114	PATRICIA BURLESON	E	8/02/2016			999999		215.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	8/02/2016			999999		408.00
3183	AUGUST RUA FAMILY TRUST	E	8/02/2016			999999		688.00
3193	WILLIAM CROZIER	E	8/02/2016			999999		528.00
3218	CHERYL L BROOKS	E	8/02/2016			999999		304.00
3241	CHARLES P SIMPSON	E	8/02/2016			999999		667.00
3272	DUNCAN HOUSING LLC	E	8/02/2016			999999		4,517.00
3273	RICHARD F THENIKL	E	8/02/2016			999999		946.00
3593	REMINGTON SQUARE APARTMENTS ,	E	8/02/2016			999999		8,318.00
3668	MID AMERICA PROPERTIES OF PITT	E	8/02/2016			999999		2,199.00
3708	GILMORE BROTHERS RENTALS	E	8/02/2016			999999		267.00
3724	YVONNE L. ZORNES	E	8/02/2016			999999		712.00
3746	JAROLD BONBRAKE	E	8/02/2016			999999		321.00
4054	MICHAEL A SMITH	E	8/02/2016			999999		783.00
4218	MEADOWLARK TOWNHOUSES	E	8/02/2016			999999		2,580.00
4492	PITTSBURG SENIORS	E	8/02/2016			999999		3,344.00
4523	TODD A TROWBRIDGE	E	8/02/2016			999999		565.00
4564	TERRY L SIMPSON	E	8/02/2016			999999		183.00
4786	JENNIFER STANLEY	E	8/02/2016			999999		510.00
4928	PITTSBURG STATE UNIVERSITY	E	8/02/2016			999999		431.00
5039	VANETA MATHIS	E	8/02/2016			999999		275.00
5393	CARLOS ANGELES	E	8/02/2016			999999		2,144.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5549	DELBERT BAIR	E	8/02/2016			999999		262.00
5583	ROBERT L NANKIVELL SR	E	8/02/2016			999999		181.00
5653	PEGGY HUNT	E	8/02/2016			999999		107.00
5658	DEANNA J HIGGINS	E	8/02/2016			999999		159.00
5676	BARBARA TODD	E	8/02/2016			999999		31.00
5834	DENNIS TROUT	E	8/02/2016			999999		794.00
5854	ANTHONY A SNYDER	E	8/02/2016			999999		456.00
5896	HORIZON INVESTMENTS GROUP INC	E	8/02/2016			999999		161.00
5906	JOHN HINRICHS	E	8/02/2016			999999		183.00
5939	EDNA RUTH TRENT IRREVOCABLE TR	E	8/02/2016			999999		211.00
5957	PASTEUR PROPERTIES LLC	E	8/02/2016			999999		1,321.00
5961	LARRY VANBECELAERE	E	8/02/2016			999999		96.00
6002	SALLY THRELFALL	E	8/02/2016			999999		222.00
6090	RANDAL BENNEFELD	E	8/02/2016			999999		660.00
6108	TILDEN BURNS	E	8/02/2016			999999		113.00
6130	T & K RENTALS LLC	E	8/02/2016			999999		1,300.00
6161	MICHAEL J STOTTS	E	8/02/2016			999999		150.00
6172	ANDREW A WACHTER	E	8/02/2016			999999		262.00
6227	REGGIE & ANGELA BOLLINGER	E	8/02/2016			999999		455.00
6295	DAVID L PETERSON	E	8/02/2016			999999		293.00
6298	KEVAN L SCHUPBACH	E	8/02/2016			999999		6,273.00
6306	BALKANS DEVELOPMENT LLC	E	8/02/2016			999999		751.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 7/19/2016 THRU 8/02/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6317	RONALD L EMERSON	E	8/02/2016			999999		151.00
6322	R JAMES BISHOP, LLC	E	8/02/2016			999999		452.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	8/02/2016			999999		2,978.00
6394	KEVIN HALL	E	8/02/2016			999999		1,830.00
6413	MIKE ADAM	E	8/02/2016			999999		206.00
6441	HEATHER D MASON	E	8/02/2016			999999		994.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	8/02/2016			999999		2,340.00
6507	MARTHA E MOORE	E	8/02/2016			999999		642.00
6655	B&H DEVELOPERS, INC	E	8/02/2016			999999		4,561.00
6657	OZARKS AREA COMMUNITY ACTION C	E	8/02/2016			999999		449.63
6673	JUDITH A COLLINS	E	8/02/2016			999999		324.00
6868	DAVID SIMPSON (308)	E	8/02/2016			999999		215.00
6886	DELBERT BAIR	E	8/02/2016			999999		469.00
6916	STILWELL HERITAGE & EDUCATIONA	E	8/02/2016			999999		5,708.00
6945	JAMES M KUKOVICH	E	8/02/2016			999999		544.00
6953	CARL ULEPICH	E	8/02/2016			999999		600.00
7024	KIMBERLY GRISSOM	E	8/02/2016			999999		1,047.00
7083	PITTSBURG HEIGHTS, LP	E	8/02/2016			999999		4,539.00
7112	RANDY VILELA	E	8/02/2016			999999		242.00
7222	MICHAEL WILBER	E	8/02/2016			999999		223.00
7232	JAMES TODD OR LISA LOVELL	E	8/02/2016			999999		173.00
7294	AMMP PROPERTIES, LLC	E	8/02/2016			999999		426.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7312	JASON & TONYA HARRIS	E	8/02/2016			999999		225.00
7319	JAMES & LASHAWNDRA LAWSON	E	8/02/2016			999999		700.00
7344	TERRY O BARTLOW	E	8/02/2016			999999		241.00
7385	EAST 600 PROPERTIES, LLC	E	8/02/2016			999999		295.00
7393	TERESA MCCLURE	E	8/02/2016			999999		327.00
7507	DEBORAH L THOMAS	E	8/02/2016			999999		484.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	7	4,928.88	0.00	4,928.88
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	87	92,346.63	0.00	92,346.63
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: HAP TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	94	97,275.51	0.00	97,275.51
BANK: HAP TOTALS:	94	97,275.51	0.00	97,275.51

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	R	7/20/2016			177792		188.19

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		1	188.19	0.00	188.19
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	188.19	0.00	188.19
BANK: MAN	TOTALS:	1	188.19	0.00	188.19

VENDOR SET: 99 City of Pittsburg, KS
 BANK: TBRA BMO HARRIS BANK-TBRA
 DATE RANGE: 7/19/2016 THRU 8/02/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4636	WESTAR ENERGY, INC. (HAP)	R	8/01/2016			177852		122.00
2542	CHARLES YOST	E	8/02/2016			999999		335.00
3272	DUNCAN HOUSING LLC	E	8/02/2016			999999		204.00
3593	REMINGTON SQUARE APARTMENTS ,	E	8/02/2016			999999		423.00
3668	MID AMERICA PROPERTIES OF PITT	E	8/02/2016			999999		664.00
4218	MEADOWLARK TOWNHOUSES	E	8/02/2016			999999		802.00
5854	ANTHONY A SNYDER	E	8/02/2016			999999		530.00
5957	PASTEUR PROPERTIES LLC	E	8/02/2016			999999		257.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	8/02/2016			999999		2,975.00
7220	TIMOTHY ADAM	E	8/02/2016			999999		228.00

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	122.00	0.00	122.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	9	6,418.00	0.00	6,418.00
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: TBRA TOTALS:	10	6,540.00	0.00	6,540.00
BANK: TBRA TOTALS:	10	6,540.00	0.00	6,540.00
REPORT TOTALS:	251	590,265.61	0.00	590,265.61

Passed and approved this 9th day of August, 2016.

Michael Gray, President of the Board

ATTEST:

Tammy Nagel, City Clerk



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: August 3, 2016

SUBJECT: August 10, 2016 Agenda Item
Kendall Packaging expansion

Kendall Packaging, a leader in the flexible packaging solutions field, has proposed a significant expansion of its Pittsburg facility. Located in Pittsburg's northeast industrial park for almost 30 years, the local Kendall facility currently has approximately 50 employees.

Here a few highlights of the proposed expansion:

- Phase 1 includes new manufacturing, warehousing and office space totaling 61,350 square feet to complement the existing 35,000 square foot building (would almost triple their existing footprint)
 - \$2.8M investment for the building expansion
 - \$6.0M investment for the new equipment
 - \$8.8M total investment
- 15 new jobs, with an additional 15-20 possible through a future phase II expansion
- At least three new, state-of-the-art pieces of equipment
- New façade, similar to the attractive new office addition next door at AZZ Industries
- On-site fitness center, locker room and showers

The timing for the expansion would be as follows:

- Groundbreaking for building expansion targeted September 2016
- New building occupancy targeted for August 2017
- New employees hired by June 2017 for training
- Start-up new production targeted for September 2017

Kendall Packaging has requested to utilize the City's Community Development Block Grant (CDBG) revolving loan fund to help finance the expansion. CDBG funds are separate from the City's traditional revolving loan fund, as the CDBG funds were awarded by the State of Kansas in 1986 and carry different guidelines than a traditional loan program. Kendall Packaging has utilized CDBG funds in the past and the company was timely in their repayment of the funds.

Kendall Packaging is requesting a loan, utilizing CDBG funds, in the amount \$360,000 to be repaid over seven years at 1% interest. This is consistent with loan terms offered to the company by the City in the past. The EDAC considered this request at its August 3, 2016 meeting, and voted unanimously to approve the loan and repayment terms as requested.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 10, 2016. Action being requested is the approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



**APPLICATION FOR LOAN
CITY OF PITTSBURG, KANSAS
COMMUNITY DEVELOPMENT BLOCK GRANT**

I. GENERAL INFORMATION

1. Kendall Packaging Corporation July 21, 2016
Name of Applicant Firm Date of Request

2. 1901 E. 27th St. Terrace, Pittsburg, KS 67662 620.231.9804
Firm Address Firm Phone Number

3. Names and addresses of all persons or corporation who would be obligated as either applicant or personal guarantors of loans:

<u>Kendall Packaging Corporation</u> Name	<u>10335 N. Port Washington Rd Mequon, WI 53092</u> Address
<u>Eric G. Erickson, III</u> Name	<u>13404 N. Lakewood Dr Mequon, WI 53097</u> Address

4. Names and addresses of the principal officers and directors of the applicant:

<u>see attached</u> Name	Address
_____ Name	Address
_____ Name	Address

5. Nature of applicant's business: Engineer, design and supply flexible packaging solutions

6. The products to be assembled or manufactured or service to be rendered:
Kendall prints, laminates, slits, and supplies flexible packaging. Products are supplied as rollstock, pre-made bags, stand-up pouches, shaped pouches, striped metallized film, or high-performance barrier film

7. Godfrey + Kahn - Peter Sommerhauser 414.273.3500
Applicant's Attorney Phone Number

8. BMO Harris Bank, N.A. - Greg Bauer 262.253.6221
Applicant's Financial Advisor Phone Number

9. Kerber, Eck + Braeckel - Chris Skats 414.908.9190
 Applicant's Accountant Phone Number
10. Estimated amount of loan: \$ 360,000
11. Number of years to retire loan: 7
12. List previous loans and credit references:
August 2009 CDBG awarded to Kendall Packaging Corporation
(paid off 9/16). Credit references attached

II. USE OF LOAN PROCEEDS

1. Amount requested for purchase of land: \$ ∅
2. Amount requested for land improvements (bldgs): \$ ∅
3. Amount requested for machinery and equipment: \$ 360,000
4. Capitalized debt service: \$ ∅
5. Loan closing costs: \$ ∅
6. Working capital: \$ ∅
7. Other (specify) \$ ∅
- TOTAL REQUEST: \$ 360,000

III. LOAN PROPOSAL

1. Will the loan refinance an existing project? No
2. Will the loan proceeds be used to expand or replace an existing facility? Yes
3. Is the applicant presently located in the City of Pittsburg? Yes
4. What type and size of building will be constructed?
Steel-framed, manufacturing facility. Adding 61,000 sq. ft. to
existing 35,000 sq. ft.
5. Name and address of contractor and/or architect:
Tri-State Building + Supply
816 E. Jefferson
Pittsburg, KS 66762
6. What type of equipment will be financed? Flexographic printing press,
laminator, slitter, ancillary equipment (forklifts, racking,
baler, parts washer, fitness room equipment).

7. If the applicant will be in direct competition with local firms,
- (a) Name of firms: No competitors in area
- _____
- _____
- (b) Describe nature of the competition: N/A
- _____
- _____
- _____

IV. LOAN ANALYSIS

1. Has a financial advisor submitted an analysis indicating the need for the loan, the advisability of the loan or benefit to the applicant of the loan?
- No
- (If yes, attach a copy to this application.)
2. Has additional financing, whether internally generated or through other loans, been arranged? (If yes, explain on an attached sheet)
- In process
3. Has the applicant investigated conventional financing?
- Yes
- _____
- _____

V. PROPOSED LOCATION

1. Location of the proposed facility: 1901 E. 27th St. Terrace
Pittsburg, KS 66762
2. If the facility is a proposed expansion or replacement of another plant, state size and location of current operations:
- 1901 E. 27th St. Terrace
- Pittsburg, KS 66762
- Currently 35,000 sq. ft. ≈ 96,000 sq. ft upon completion
3. What percentage of the facility will be occupied by the applicant? 100%
4. Is the prospective location properly zoned? Yes
- _____

5. If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application:

N/A

6. If unusual demands for water or sewer services or police or fire protection will be made, specify the demands:

N/A

VI. OWNERSHIP AND MANAGEMENT

1. Describe the organizational structure of applicant (proprietorship, partnership, subsidiary, corporation, etc.):

Kendall Packaging Corporation is a Chapter S Corporation, headquartered in Mequon, WI, with production facilities in Jefferson, WI and Pittsburg, KS.

Note relationship to a parent company: No parent, single entity

2. What portion of the project is being financed from other company funds (in addition to this loan)?

\$ 860,000

Please explain Kendall is filing for a 504 loan through the SBA where the SBA will fund 40% of the project, Kendall funds 10% and our bank finances 50%. We are applying to the City of Pittsburg to assist with a CDBG and Sponsorship of an IRB to take advantage of affordable financing.

3. Describe all threatened or outstanding litigation

None

4. Attach proforma statements for the first three (3) years of operation after issuance of the loan, including revenue projections, operating expense projections and a debt amortization schedule.

VII. MEASURE OF ECONOMIC GROWTH AND BENEFIT

1. What dollar amount of sales is contemplated? \$10,250,000 of capacity to be added and realized over first 2-3 years after completion
2. What percentage of sales will be sold locally? \$300,000 of annual sales in KS. All others outside of state.

3. What is the estimated amount of merchandise and services purchased locally, per year?

\$ 300,000

4. How many people will the project employ:

Type: Professional	_____
Technical	_____
Clerical	_____
General Labor	<u>10-15</u>

5. Number of current full-time employees at applicant's present location:

50

6. What is ratio of loan fund dollars to jobs created?

\$360,000 loan requested
10-15 jobs created

VIII. In order to facilitate the timely processing of the application, please attach as part of the proposal the following items:

1. Copies of applicant's financial statements for the past three years certified as correct by the owner or an authorized officer.
2. Applicant's most recent annual or quarterly financial report.
3. Interim financial statements, to date, for the current fiscal year.
4. Financial statements, current to date, for each personal guarantor, on forms, certified by a Certified Public Accountant or the guarantor.
5. Copies of both federal and state income tax returns filed by applicant and each personal guarantor during the past three years.
6. In certain cases, due to the size of the loan, audited financials may be required.
7. Completed business plan with three year financial projections.
8. Loan (if approved) must be personally guaranteed.

IX. Applicant should be aware that additional financial data shall be required if requested by the City Manager, City Attorney or any other persons authorized by the City of Pittsburg, Kansas, including the Economic Development Revolving Loan Fund (Sales Tax) Committee (EDAC).

X. Attached hereto is a copy of the Collateral Requirements for the Community Development Block Grant Fund for informational purposes. HOWEVER, APPLICANT ACKNOWLEDGES AND AGREES THAT SAID REQUIREMENTS AS WELL AS THIS APPLICATION ARE A SET OF GUIDELINES AND ANY OF THE PROVISIONS STATED THEREIN MAY BE WAIVED OR ADDED TO AT THE DISCRETION OF THE PITTSBURG CITY COMMISSION.

XI. EACH APPLICANT ALSO EXPRESSLY AGREES AND UNDERSTANDS THAT THE CITY'S MONETARY PLEDGE OF MONIES FROM THE FUND AND COMMITMENTS MADE IN ANY AGREEMENT SHALL BE CONTINGENT UPON THE CITY CONTINUING TO COLLECT THE ONE-HALF CENT CITY RETAILERS' SALES TAX; AND APPLICANT ACKNOWLEDGES THAT SAID SALES TAX MAY BE DISCONTINUED AS PROVIDED BY THE PROVISIONS OF K.S.A. 12-187 et. seq. AND AMENDMENTS THERETO, AT ANY TIME.

Michael Jellmann
Signature

July 21, 2016
Date

Chief Financial Officer
Title

**COLLATERAL REQUIREMENTS – CITY OF PITTSBURG, KANSAS
COMMUNITY DEVELOPMENT BLOCK GRANT**

The following documents will be required:

1. A fully completed and signed application, with documents required therein attached.
2. A fully completed and signed financial statement by each personal guarantor.
3. The federal income tax returns of each personal guarantor for the last three (3) years, whether calendar or fiscal years.
4. Documents confirming compliance with the Kansas Bulk Transfer Act, if the Act is applicable.
5. A personal guaranty agreement to be signed by each personal guarantor and spouse.
6. Key persons term life insurance on the principal personal guarantor.
7. If the applicant is a corporation, a resolution of the Board of Directors authorizing the appropriate offices of the Corporation to sign the various loan documents on behalf of the Corporation.
8. Loan Agreement and Security Agreement, with Use of Loan Proceeds form attached.
9. Promissory Notes and Mortgage.
10. UCC financial statements for filing with the Secretary of State and the Crawford County Register of Deeds.
11. Other relevant financial information or loan security documents requested by the City Manager, the City Attorney or any authorized representative of the City of Pittsburg, Kansas.

Kendall Packaging Corporation
Application for Loan
City of Pittsburg, Kansas
Community Development Block Grant
7/19/2016

4. Names and addresses of the principal officers and directors of the applicant:

	Name	Address	City	State	Zip
Officers					
	Eric G. Erickson, III	13404 N. Lakewood Dr.	Mequon	WI	53097
	Michael Sallmann	534 Kettle Ridge	Colgate	WI	53017
	Stuart Zeisse	9009 White Oak Lane	Fox Point	WI	53217
	Russell Schneider	w280 n4878 Theodores Cove	Pewaukee	WI	53072
Directors					
	Mary Ann Erickson	12210 N. Lake Shore Drive	Mequon	WI	53092
	Peter Sommerhauser	1593 W. Aster Woods Court	Mequon	WI	53092
	James Baudhuin	13020 W. Crawford	New Berlin	WI	53151

Credit Reference

Kendall Packaging Corporation

10335 N. Port Washington Road
Suite 200

Mequon, WI 53092

(262)-404-1200

Fax: (262)-404-1221

Jefferson Plant

707 North Parkway
Jefferson, WI 53549
Phone: (920) 674-3220
Fax: (920) 674-4005

Pittsburg, KS Plant

1901 E. 27th Street Terrace
Pittsburg, KS 66762
Phone: (620) 231-9804
Fax: (620) 231-9808

Bank Reference:

Mr. Greg Bauer
BMO Harris Bank N.A.
N82 W15415 Appleton Ave.
Menomonee Falls, WI 53051
Phone: (262) 253-6221
Fax: (262) 253-6275

Major Suppliers:

AEP Industries, Inc

125 Philips Avenue
South Hackensack, NJ 07606
Phone: (800) 999-2374
Fax: (201) 807-2447
Elizabeth Brizzolara

Inteplast Group, Ltd

9 Peachtree Hill Road
Livingston, NJ 07038
Phone: (973) 994-8018
Fax: (973) 740-8205
Mitch Fried

Charter NEX Films, Inc.

18 Industrial Blvd.
Turner Falls, MA 01376
Phone: (413) 863-3171
Fax: (413) 863-8672
Heather McLain

Taghleef Industries LLC

2751 Centerville Road
Wilmington, DE 19808
Phone: (302) 326-5624
Fax: (302) 326-5667
Michael Vicario

RESOLUTION NO. 1183

A Resolution, providing for the reconstruction and improvement of a portion South Rouse Street in Pittsburg, Kansas from a point approximately 120 feet south of the Centennial Avenue and South Rouse Street intersection south on Rouse Street approximately 4,500 feet to the Pittsburg city limits. The reconstruction and improvements work includes the conversion of said portion of South Rouse Street from a two lane roadway to a three lane roadway including removal of the existing pavement, drainage improvements, storm sewer installation, curb and gutter, a box culvert improvement, easement and right of way acquisition, new paving, pavement marking, surveying, design and construction engineering, and all cost incidental thereto, and authorizing the issuance of general improvement obligation bonds under the authority of K.S.A. 12-685 to 12-687, K.S.A. 12-689, and K.S.A. 12-690, and Article I of Chapter 10, as amended, of the Kansas Statutes Annotated.

WHEREAS, the Governing Body of the City of Pittsburg, Kansas, has by Ordinance designated and established Rouse Street from the north city limits to the south city limits as a main trafficway; as defined by K.S.A. 12-685; and;

WHEREAS, the Governing Body of the City of Pittsburg, Kansas, hereby declares the necessity for and the intention to improve South Rouse Street in Pittsburg, Kansas from a point approximately 120 feet south of the Centennial Avenue and South Rouse Street intersection south on Rouse Street approximately 4,500 feet to the Pittsburg city limits. The reconstruction and improvements work includes the conversion of said

portion of South Rouse Street from a two lane roadway to a three lane roadway including removal of the existing pavement, drainage improvements, storm sewer installation, curb and gutter, a box culvert improvement, easement and right of way acquisition, new paving, pavement marking, surveying, design and construction engineering, and all cost incidental thereto, and authorizing the issuance of general improvement obligation bonds under the authority of K.S.A. 12-685 to 12-687, K.S.A. 12-689, and K.S.A. 12-690, and Article I of Chapter 10, as amended, of the Kansas Statutes Annotated.

WHEREAS, the portion of South Rouse Street to be improved lies wholly within said designated main trafficway.

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

Section 1: That it is necessary and advisable to improve South Rouse Street in Pittsburg, Kansas from a point approximately 120 feet south of the Centennial Avenue and South Rouse Street intersection south on Rouse Street approximately 4,500 feet to the Pittsburg city limits. The reconstruction and improvements work includes the conversion of South Rouse from a two lane roadway to a three lane roadway including removal of the existing pavement, drainage improvements, storm sewer installation, curb and gutter, a box culvert improvement, easement and right of way acquisition, new paving, pavement marking, surveying, design and construction engineering, and all costs incidental thereto.

Section 2: That the aforesaid improvement is declared to be in the public interest,

authorized and directed and ordered to be completed, with any actions heretofore taken being affirmed, confirmed, and ratified; and, further, that the employment of highway and traffic engineers as necessary for the development and planning of said improvement is also authorized.

Section 3: That this Resolution is intended to be a declaration of the City's official intent to reimburse itself from the proceeds of general obligation bonds to be issued by the City for any improvement costs incurred and paid by the City from moneys other than the proceeds of the City's bonds. A copy of this Resolution is available for inspection by the public at any time during all business hours in the office of the City Clerk, 201 West 4th Street, Pittsburg, Kansas.

Section 4: That the cost and expense of constructing said improvement shall be financed by the issuance of general obligation improvement bonds of the City in an amount not exceeding \$4,590,000.00.

Section 5: That the Mayor and Clerk of the City be, and they are, hereby authorized to give public notice, in accordance with the requirements of K.S.A. 10-106, and any amendments thereto, of the City's intent to sell its general obligation improvement bonds to finance the City's participation in the cost of constructing said improvement.

Section 6: The Governing Body or its representative, following the review of bids received, may let the contract for the construction of said improvement or any part thereof to the lowest responsible bidder. Upon acceptance of any bid, the bidder or

contractor to whom the contract shall be awarded, shall enter into a written agreement with the City or its representative for the construction of said improvement or any part thereof, and shall execute a bond with satisfactory surety thereon, conditioned for the faithful performance of said contract, and a bond indemnifying and saving the City harmless because of any injury to persons or property caused by the negligence of the contractor and the contractor's agents, employees or servants. All of the work shall be done under the supervision of highway and traffic engineers or the City Engineer and shall be subject to the approval of the Governing Body or its representative before final acceptance.

PASSED AND APPROVED BY THE GOVERNING BODY this _____ day of August, 2016.

President of the Board – Michael Gray

ATTEST:

City Clerk - Tammy Nagel

(SEAL)

RESOLUTION NO. 1184

A Resolution declaring the necessity for and authorizing the construction of certain repairs and improvements to the Atkinson Municipal Airport of the City of Pittsburg, Crawford County, Kansas and the payment of part of the cost thereof, under the authority of Charter Ordinance No. 25 of the City of Pittsburg, Kansas.

WHEREAS, the City of Pittsburg, Crawford County, Kansas, the “City”, has the authority pursuant to Charter Ordinance No. 25 of the City, the “Act”, to improve and repair its municipal airport and issue general obligation bonds to pay the costs of such improvements, including runway repairs and extensions; and

WHEREAS, the City has determined that it is necessary and in the public interest to repair and improve Runway 16-34, including removal of the top 1 inch of asphalt, patching of cracks and distressed pavement, overlay of 2 inches of new pavement, pavement markings, and all costs incidental thereto, for a distance of 5,500 lineal feet at the City’s Atkinson Municipal Airport, the “Airport”; and

WHEREAS, the City has also determined that it is necessary and in the public interest to improve and extend Runway 16-34 for a distance of 600 feet including construction of a new turnaround, drainage improvements, fence relocation, pavement markings, lighting, design and construction engineering, and all costs incidental thereto, at the City’s Airport; and

WHEREAS, the City, in order to improve, repair and extend Runway 16-34, including lighting, intends to issue general obligation bonds to finance the cost of constructing the improvements authorized by this Resolution.

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

Section 1: That the repair, improvement and extension of Runway 16-34, including lighting, at the Airport are declared to be in the public interest, authorized, directed, and ordered to be completed, with any actions heretofore taken being affirmed, confirmed and ratified; and, further, that the employment of consulting engineers as necessary for the design, development, and planning of said improvements is also authorized.

Section 2. That this Resolution is intended to be a declaration of the City's official intent to reimburse itself for any capital expenditures made from the proceeds of general obligation improvement bonds to be issued by the City for any improvement costs incurred and paid by the City from moneys other than the proceeds of the City's bonds. A copy of this Resolution is available for inspection by the public at any time during all business hours in the office of the City Clerk, 201 West 4th Street, Pittsburg, Kansas.

Section 3: That the total cost of making said repairs and improvements is \$3,150,000.00. The City's portion of the cost and expense for said repairs and improvements following receipt of funds from other sources, shall be financed by the issuance of general obligation improvement bonds of the City in any amount not exceeding \$315,000.00; with the balance of such costs and expenses payable from other legally available funds of the City.

Section 4. That the Mayor and Clerk of the City be, and they are, hereby authorized to give public notice, in accordance with the requirements of K.S.A. 10-106, and any amendments thereto, of the City's intent to sell its general obligation improvement

bonds to finance the City's cost of constructing said improvements.

Section 5. The Governing Body or its representative, following the review of bids received, may let the contract for the construction of said improvements or any part thereof to the lowest responsible bidder. Upon acceptance of any bid, the bidder or contractor to whom the contract is awarded shall enter into a written agreement with the City or its representative for the construction of said improvement or any part thereof, and shall execute a bond with satisfactory surety thereon, conditioned for the faithful performance of said contract, and a bond indemnifying and saving the City harmless because of any injury to persons or property caused by the negligence of the contractor and the contractor's agents, employees or servants. All of the work shall be done under the supervision of the consulting engineers or the City Engineer and shall be subject to the approval of the Governing Body or its representative before final acceptance.

PASSED AND APPROVED BY THE GOVERNING BODY this _____ day of August, 2016.

President of the Board – Michael Gray

ATTEST:

City Clerk - Tammy Nagel

(SEAL)

RESOLUTION NO. 1185

A RESOLUTION AUTHORIZING THE CONSTRUCTION OF THE WALNUT STREET EXTENSION, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS, that the following findings as to the advisability of the paving and construction of the Walnut Street Extension, in the City of Pittsburg, Kansas, are hereby made, to-wit:

Section 1: It is advisable, necessary, and in the public interest to pave and construct an extension of Walnut Street from the south line of 29th Street, approximately 450 feet south to the south line of a newly constructed 28th Street, including paving and pavement marking, curb and gutter, together with storm sewers and drainage improvements, lighting, easement and right of way acquisition, surveying, design and construction engineering, and all cost incidental thereto.

Section 2: A petition signed by all owners of the property to be assessed requesting construction of the improvement and that a finding of advisability and necessity be made without notice and hearing has been filed with the City Clerk. Upon review of said petition it has been found that the improvement district to be assessed does not exceed the improvements district proposed in the petition and that the petition is sufficient. Due to the provision of K.S.A. 12-6a04 notice of hearing on the advisability of the improvement is not necessary.

Section 3: The costs of said improvements provided for in Section 1 hereof is estimated to be \$255,000.00.

Section 4: The costs of said improvements shall be assessed equally against each parcel of real estate set forth herein below, without regard to the improvements thereon.

Section 5: The share of the total actual costs of the improvements to be assessed against the improvement district shall be assessed against the land lying within an improvements district described as follows:

- (a) Tract 1 owned by Normal Miller a/k/a Norman R. Miller and Nancy Miller a/k/a Nancy R. Miller is described on Exhibit A attached hereto.
- (b) Tract 2 owned by All Quip Rental and Sales, Inc. is described on Exhibit B attached hereto.

Section 6: That share of the total actual costs of the improvements to be assessed against the improvement district shall be sixty-seven percent (67%) thereof, and the share of the costs to be borne by the City at large shall be thirty-three percent (33%) thereof.

Section 7: The City Engineer or consulting engineers shall prepare plans and specification for said improvements and a preliminary estimate of the costs therefore, which plans, specification, and a preliminary estimate of costs shall be presented to this Body for its approval.

Section 8: The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a-04 and 12-6a-06.

Section 9: Be it further resolved that the above described improvements are hereby authorized and declared to be necessary in accordance with the finding of the Governing Body as set out in this Resolution.

Section 10: That this Resolution is intended to be a declaration of the City's official intent to reimburse itself from the proceeds of general obligation improvement bonds to be issued by the City for any improvement costs incurred and paid by the City from moneys other than the proceeds of the City's bonds. A copy of this Resolution is available for inspection by the

public at any time during all business hours in the office of the City Clerk, 201 West 4th Street, Pittsburg, Kansas.

Section 11: That the City Clerk shall make proper publication of this Resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED BY THE GOVERNING BODY on this _____ day of August, 2016.

President of the Board – Michael Gray

ATTEST:

Tammy Nagel – City Clerk

RESOLUTION NO. 1186

A Resolution by the Governing Body of the City of Pittsburg, Kansas finding and determining that:

Section 1.

(a) It is advisable to make off site waterline improvements including approximately 13,409 feet of 16" piping, 538 feet of 12" piping, hydrants and valves, together with all other things necessary and incidental thereto;

(b) It is advisable to make off site sanitary sewerage system improvements including approximately 15,631 feet of piping, a lift station and generator equipment, together with all other things necessary and incidental thereto;

(c) It is advisable to make on site water line improvements including approximately 360 feet of 16 inch water mains and 3218 feet of 8 inch water mains, 8 fire hydrants, valves and fittings, together with all other things necessary and incidental thereto;

(d) It is advisable to make on site sanitary sewer improvements including 1,144 feet of 8 inch sanitary sewer main and 8 manholes, together with all other things necessary and incidental thereto; and

(e) It is advisable to make on site storm sewer improvements including approximately 6,574 feet of storm sewer mains varying in size from 8 inches up to 42 inches, 9 man holes, 30 inlet type 22, 17 area inlets, 4 junction chambers and two detention ponds, together with all other things necessary and incidental thereto.

Section 2. The estimated or probable cost of the waterline, sanitary sewer system and storm sewer improvements is \$6,500,000.00.

Section 3. The boundary or extent of the Improvement District is attached hereto as Exhibit A.

Section 4. The total cost of said improvements shall be assessed against the Improvement District.

Section 5. The proposed apportionment of the cost between the Improvement District and the City at large is One Hundred percent (100%) to be assessed against the Improvement District and Zero percent (0%) to be paid by the City at large.

Section 6. A petition signed by all owners of the property to be assessed requesting construction of the improvements and that a finding of advisability and necessity be made without notice and hearing has been filed with the City Clerk. Upon review of said petition it has been found that the improvement district to be assessed does not exceed the improvement district proposed in the petition and that the petition is sufficient. Due to the provisions of K.S.A. 12-6a04 notice of hearing on the advisability of the improvement is not necessary.

Section 7. The Improvements are hereby found advisable and authorized and ordered to be made in the manner provided by Article 6a, Chapter 12, of the Kansas Statutes Annotated, as amended.

Section 8. The owner of the real property in the proposed Improvement District shall as a condition to the City's issuance of bonds as hereinbefore described to finance the costs of the Improvements, provide financial surety acceptable to the City guaranteeing payment of special assessments levied to pay the principal of and interest on such bonds.

BE IT FURTHER RESOLVED that this Resolution as the expression of the governing body's official intent regarding the matters described herein will be available for public inspection in the City Clerk's office at City Hall during regular business hours of the City.

IT IS SO RESOLVED.

ADOPTED this _____ day of _____, 2016.

CITY OF PITTSBURG, KANSAS

President of the Board – Michael Gray

ATTEST:

City Clerk – Tammy Nagel

(SEAL)

EXHIBIT A

A portion of the Southeast Quarter (SE 1/4) of Section Eighteen (18), Township Thirty One (31) South, Range Twenty Five (25) East of the Sixth Principal Meridian, Crawford County, Kansas, being described as follows:

Commencing at the Northeast corner of said Southeast Quarter (SE 1/4); Thence South 88 Degrees 21 Minutes 36 Seconds West (Bearings Based on the Kansas Coordinate System NAD 83 South Zone) along the North line of said Southeast Quarter (SE 1/4) a distance of 738.80 feet to a point on the Westerly right of way of Highway 69, said point being the point of beginning; Thence continuing South 88 Degrees 21 Minutes 36 Seconds West along said North line a distance of 591.70 feet to the North 16th Corner of said Southeast Quarter (SE 1/4); Thence South 88 Degrees 21 Minutes 43 Seconds West along said North line a distance of 650.00 feet; Thence South 01 Degree 38 Minutes 24 Seconds East a distance of 667.57 feet; Thence South 44 Degrees 52 Minutes 40 Seconds East a distance of 129.62 feet; Thence South 01 Degree 38 Minutes 24 Seconds East a distance of 1113.00 feet; Thence North 88 Degrees 21 Minutes 36 Seconds East a distance of 430.34 feet; Thence North 56 Degrees 12 Minutes 10 Seconds East a distance of 107.58 feet; Thence North 88 Degrees 21 Minutes 36 Seconds East a distance of 423.22 feet; Thence North 48 Degrees 33 Minutes 37 Seconds East a distance of 759.54 feet; Thence North 74 Degrees 30 Minutes 49 Seconds East a distance of 152.61 feet to the Westerly right of way of said Highway 69; Thence Northwesterly along said right of way on a curve to the left having a radius of 3719.83 feet an arc distance of 690.40 feet, chord to said curve being 689.41 feet on a bearing of North 20 Degrees 48 Minutes 12 Seconds West; Thence North 26 Degrees 24 Minutes 59 Seconds West along said right of way a distance of 709.07 feet to the point of beginning.

EXCEPT A portion of the Southeast Quarter (SE 1/4) of Section Eighteen (18), Township Thirty One (31) South, Range Twenty Five (25) East of the Sixth Principal Meridian, Crawford County, Kansas, being described as follows:

Commencing at the Northeast corner of said Southeast Quarter (SE 1/4); Thence South 88 Degrees 21 Minutes 36 Seconds West (Bearings Based on the Kansas Coordinate System NAD 83 South Zone) along the North line of said Southeast Quarter (SE 1/4) a distance of 738.80 feet to the Westerly right of way of Highway 69; Thence continuing South 88 Degrees 21 Minutes 36 Seconds West along said North line a distance of 502.86 feet; Thence South 00 Degrees 00 Minutes 00 Seconds West a distance of 817.20 feet to the point of beginning; Thence continuing South 00 Degrees 00 Minutes 00 Seconds West a distance of 38.69 feet; Thence North 90 Degrees 00 Minutes 00 Seconds East a distance of 10.69 feet; Thence South 00 Degrees 00 Minutes 00 Seconds West a distance of 428.24 feet; Thence North 90 Degrees 00 Minutes 00 Seconds East a distance of 343.82 feet; Thence North 00 Degrees 00 Minutes 00 Seconds East a distance of 401.31 feet; Thence South 90 Degrees 00 Minutes 00 Seconds West a distance of 194.51 feet; Thence North 00 Degrees 00 Minutes 00 Seconds East a distance of 65.62 feet; Thence South 90 Degrees 00 Minutes 00 Seconds West a distance of 160.00 feet to the point of beginning.

This tract contains 56.60 Acres.

RESOLUTION NO. 1187**A RESOLUTION AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF GENERAL OBLIGATION BONDS, SERIES 2016A AND TAXABLE GENERAL OBLIGATION BONDS, SERIES 2016B OF THE CITY OF PITTSBURG, KANSAS, SETTING FORTH THE DETAILS OF SAID SALE; AND PROVIDING FOR THE GIVING OF NOTICE THEREOF.**

BE IT RESOLVED by the Governing Body of the City of Pittsburg, Kansas:

Section 1. That it is hereby determined to be necessary and, therefore, it is hereby authorized, directed and ordered, that General Obligation Bonds, Series 2016A in the maximum principal amount of Five Million One Hundred Fifty-five Thousand Dollars (\$5,155,000) (the "Series 2016A Bonds") and Taxable General Obligation Bonds, Series 2016B in the maximum principal amount of Six Million Five Hundred Thousand Dollars (\$6,500,000) (the "Series 2016B Bonds") (the Series 2016A Bonds and Series 2016B Bonds are collectively referred to as the "Bonds") of the City, shall be sold at public sale and in the manner provided by law, on Tuesday, September 13, 2016, at 10:00 a.m. C.D.T. The Bonds shall be dated October 6, 2016.

Section 2. That it is hereby further authorized, ordered and directed that the Summary Notices of Bond Sale, in substantially the form attached hereto and made a part hereof by reference as though fully set out herein, shall be published one time not more than 30 days and not less than 6 days prior to the date of said sale as required by law, one time in The Morning Sun, the official newspaper of the City, and one time in the Kansas Register, as provided by law.

Section 3. That the Mayor and other officers of the City are hereby authorized to provide for the preparation of a Preliminary Official Statement, to be "deemed final" except for the omission of certain information as provided in the Securities and Exchange Commission Rule 15c2-12, and the Mayor and Clerk are hereby authorized to execute such Preliminary Official Statement, with such changes thereto as such officials shall deem appropriate, and to use such document in connection with the offering of the Bonds.

Section 4. That the officers and representatives of the City are hereby authorized and directed, after consultation with Springsted, as Financial Advisor and Nichols and Wolfe Chartered, as Bond Counsel, to take such other action as may be necessary to carry out the offering for sale of the Bonds.

Section 5. That it is hereby further authorized, ordered and directed that copies of the Preliminary Official Statement, Official Notices of Bond Sale, and the City's bid forms for these issues of Bonds, be distributed to prospective bidders of the Bonds.

ADOPTED THIS 9th day of August, 2016.

CITY OF PITTSBURG, KANSAS

ATTEST:

President of the Board

City Clerk

(SEAL)