

CITY OF PITTSBURG, KANSAS  
COMMISSION AGENDA  
Tuesday, June 23, 2009  
7:00 PM

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**CALL TO ORDER BY THE MAYOR:**

- a. Invocation – Travis McKee, First Christian Church
- b. Flag Salute Led by the Mayor
- c. Public Input

**CONSENT AGENDA:**

- a. Approval of the minutes of the June 9<sup>th</sup>, 2009, City Commission Meeting.
- b. Approval of the minutes of the June 15<sup>th</sup>, 2009, Special City Commission Meeting.
- c. Approval of Ordinance No. G-1070, amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service. **Second Reading - ROLL CALL VOTE.**
- d. Approval of Ordinance No. G-1071, amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service. **Second Reading - ROLL CALL VOTE.**
- e. Approval of Ordinance No. G-1072, amending Section 78-115 of the Pittsburg City Code to establish the second, third and fourth parking spaces south of the intersection of 3rd and Pine on the west side of Pine Street as fifteen-minute parking spaces. **First Reading, if the Governing Body concurs.**
- f. Approval of Resolution No. 1085, relating to the designation of certain public parking spaces as handicapped parking spaces by adding additional spaces (first 20-foot parking space on the west side of Pine Street south of the intersection of 3rd and Pine).
- g. Approval of Change Order No. 2 reflecting a decrease of \$538.19 making a new contract construction amount of \$109,431.31 and final payment to Ace Pipe Cleaning, Inc., of Kansas City, Missouri, in the amount of \$9,284.56 for the Sanitary Sewer Line Cleaning and TV Inspection Project.

**CITY OF PITTSBURG, KANSAS**  
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- h. Approval of staff recommendation to reject the low bid of \$120 per ton for the purchase of liquid carbon dioxide for use at the Water Treatment Plant provided by Praxair, of Burr Ridge, Illinois, and to award the bid to the next low bidder, Continental Carbonic Products, Inc., of Decatur, Illinois, based on their bid of \$125 per ton.
- i. Approval of the application submitted by Crescent Stores Corporation dba CSC #33 to retail Cereal Malt Beverages for the year 2009 at 2401 South Rouse.
- j. Approval of the appointment of David Nance and Lynda Wilkinson to the Alliance for Technology Commercialization (ATC) Board of Directors for 3-year terms.
- k. Approval of the appointment of Mark Kolarik to a first four-year term and Cathy Duncan to a second four-year term as members of the Library Board of Trustees effective immediately and to expire on April 30th, 2013.
- l. Approval of the Appropriation Ordinance for the period ending June 24, 2009, subject to the release of HUD expenditures when funds are received.  
**ROLL CALL VOTE.**

**SPECIAL PRESENTATIONS:**

- a. 2008 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) AND AUDIT REPORT - Karen Linn of Berberich Trahan & Company, the City's auditing firm, will be present to review the 2008 audit and Comprehensive Annual Financial Report (CAFR). **Receive for file.**
- b. WATER LINK GRANT AND E-WASTE HAZARDOUS WASTE - Dr. James Triplett with Pittsburg State University will provide a presentation on the Water Link Grant regarding stormwater and an update on the e-waste and household hazardous waste projects. **Receive for file.**

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CONSIDER THE FOLLOWING:

- a. LAKESIDE PARK DUCK/GEESE REMOVAL - Staff is recommending approval to allow Mr. Glick, of the Kansas Wildlife & Parks Department, along with members of the Parks Department to capture ducks and geese on June 25th and relocate them in an effort to improve the conditions at Lakeside Park. **Approve or disapprove staff recommendation.**
  
- b. FAA GRANT OFFER - UPDATE AIRPORT MASTER PLAN AND AIRPORT LAYOUT PLAN - PHASE II - Staff is recommending acceptance of a Grant Offer from the FAA in the amount of \$97,998 for airport planning to update the Airport Master Plan and Airport Layout Plan. **Approve or disapprove recommendation and, if approved, authorize the City Manager to sign the Grant Acceptance on behalf of the City.**
  
- c. GRANT AWARD RECOMMENDATIONS - Staff is requesting the Governing Body review the grant award recommendations funded through the Presbyterian Church Fund for Non-profit organization projects. **Following review, approve or disapprove grant award recommendations.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
June 9<sup>th</sup>, 2009

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A Regular Session of the Board of Commissioners was held at 7:00 p.m., Tuesday, June 9<sup>th</sup>, 2009, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Rudy Draper presiding and the following members present: Marty Beezley, Pamela Henderson, Patrick O'Bryan and William H. Rushton.

Kevin Arensman, First Christian Church, provided the invocation.

Mayor Draper led the flag salute.

**APPROVAL OF MINUTES** – On motion of O'Bryan, seconded by Beezley, the Governing Body approved the minutes of the May 26<sup>th</sup>, 2009 City Commission Meeting. Motion carried.

**JANITORIAL SERVICES – LAW ENFORCEMENT CENTER** – On motion of O'Bryan, seconded by Beezley, the Governing Body approved the quote submitted by Mr. Don Johnson of Professional Cleaning Systems in the amount of \$675 per month for weekly janitorial services for the Beard-Shanks Law Enforcement Center. Motion carried.

**EDWARD BYRNE MEMORIAL JUSTICE GRANT** – On motion of O'Bryan, seconded by Beezley, the Governing Body approved staff request to pursue a 2009 Edward Byrne Memorial Justice Grant in the amount of \$19,316, which would be divided equally between the Crawford County Sheriff's Office and the Pittsburg Police Department, to be used for State and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice and criminal justice related research and evaluation activities. Motion carried.

**VACATION ORDER** – On motion of O'Bryan, seconded by Beezley, the Governing Body approved an Order vacating the east-west alley from a previously vacated north-south alley on the east to Joplin Street on the west adjoining Lots 1 through 5, and Lot 8, in Mellette's Addition to the City of Pittsburg, Crawford County, Kansas and all of Lot 1 and adjacent vacated north-south alley in Mellette's Second Addition to the City of Pittsburg, Crawford County, Kansas (Request of PSU). Motion carried.

**CHANGE ORDER NO. 1 – BYPASS SANITARY SEWER REPLACEMENT PROJECT** – On motion of O'Bryan, seconded by Beezley, the Governing Body approved Change Order No. 1 reflecting an increase of \$5,250.00 making a new contract construction amount of \$86,593.00 and requesting an extension to the contract time of 75 calendar days due to rain delays on the US 69 Bypass Sanitary Sewer Replacement Project. Motion carried.

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
June 9<sup>th</sup>, 2009

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CHANGE ORDER NO. 1 – FORD AND ROUSE TRAFFIC SIGNAL PROJECT – On motion of O'Bryan, seconded by Beezley, the Governing Body approved Change Order No. 1 reflecting a decrease of \$249.44 making a new contract construction amount of \$88,045.56 and final payment to CDL Electric Co., Inc., of Pittsburg, Kansas, in the amount of \$65,334.20 for the Ford and Rouse Traffic Signal Installation Project. Motion carried.

RESOLUTION NO. 1084 – On motion of O'Bryan, seconded by Beezley, the Governing Body approved Resolution No. 1084 and a letter of support for Meadowlark Townhouse, LLC's application to the State of Kansas for Housing Tax Credits to develop twenty-two units of elderly and special needs housing in Pittsburg. Motion carried.

ORDINANCE NO. G-1067 – On motion of O'Bryan, seconded by Beezley, the Governing Body approved Ordinance No. G-1067, creating Section 2.2 of the Pittsburg City Code to provide that regular meetings of the Governing Body shall be held on the second and fourth Tuesdays of each month at 5:30 p.m., on second reading with the following roll call vote: Yea: Beezley, Draper, Henderson, O'Bryan, and Rushton. Motion carried.

ORDINANCE NO. G-1069 – On motion of O'Bryan, seconded by Beezley, the Governing Body approved Ordinance No. G-1069, providing for the change of a certain area from Planned General Commercial (CP-2) to Planned Central Business (CP-4) and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg, Kansas (Request of C. L. Farabi/Pepsi-Cola Bottling Co.), on second reading with the following roll call vote: Yea: Beezley, Draper, Henderson, O'Bryan, and Rushton. Motion carried.

ORDINANCE NO. G-1070 – On motion of O'Bryan, seconded by Beezley, the Governing Body approved Ordinance No. G-1070, amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service, on first reading. Motion carried.

ORDINANCE NO. G-1071 – On motion of O'Bryan, seconded by Beezley, the Governing Body approved Ordinance No. G-1071, amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service, on first reading. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Beezley, the Governing Body approved the Appropriation Ordinance for the period ending June 10<sup>th</sup>, 2009, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Henderson, O'Bryan and Rushton. Motion carried.

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
June 9<sup>th</sup>, 2009

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2008 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) AND AUDIT REPORT – Due to inclement weather, the presentation by Karen Linn of Berberich Trahan & Company, the City's auditing firm, of the 2008 audit and Comprehensive Annual Financial Report (CAFR) was postponed.

SOUTH BROADWAY (US69B) RESURFACING PROJECT – On motion of Rushton, seconded by Beezley, the Governing Body approved an agreement between the City and the Secretary of Transportation to participate in funding street improvements on South Broadway (US69B) from Centennial to Hudson and Cleveland to Williams, with the State being responsible for 100% of the total costs of construction and construction engineering for the project utilizing American Recovery and Reinvestment Act of 2009 Funds not to exceed \$265,500, and authorized the Mayor and City Clerk to execute the agreement on behalf of the City. Motion carried.

EXECUTIVE SESSION - On motion of Henderson, seconded by O'Bryan, the Governing Body recessed into Executive Session not to exceed 60 minutes for discussion deemed privileged in the attorney/client relationship. Motion carried.

The Governing Body recessed into Executive Session at 7:06 p.m.

The Governing Body reconvened into Special Session at 7:35 p.m.

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

ADJOURNMENT: On motion of Rushton, seconded by O'Bryan, the Governing Body adjourned the meeting at 7:36 p.m. Motion carried.

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Rudy Draper, Mayor

ATTEST:

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Tammy Nagel, City Clerk

OFFICIAL MINUTES  
OF THE SPECIAL MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
June 15<sup>th</sup>, 2009

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A Special Session of the Board of Commissioners was held at 4:00 p.m., Monday, June 15<sup>th</sup>, 2009, in the City Commission Room located in the Law Enforcement Center, 201 North Pine, with Mayor Rudy Draper presiding and the following members present: Marty Beezley, Pamela Henderson, Patrick O'Bryan and William H. Rushton.

REQUEST FOR LOAN – On motion of Rushton, seconded by Beezley, the Governing Body approved the application submitted by NPC International, Inc., for a forgivable loan from the Revolving Loan Fund in the amount of \$140,000 with the condition that employment projections be met, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

ADJOURNMENT: On motion of Henderson, seconded by Beezley, the Governing Body adjourned the meeting at 4:10 p.m.

\_\_\_\_\_  
Rudy Draper, Mayor

ATTEST:

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



## Interoffice Memorandum

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

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

**DATE:** June 17, 2009

**SUBJECT:** Agenda Item – June 23, 2009  
Ordinance No. G-1072  
15-Minute Parking

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The committee appointed by the City Manager to review parking in the area of the new Law Enforcement Center, City Hall and the Public Library as the result of concerns with congested parking in this area has completed its review and is recommending that certain parking spaces be established as 15-minute parking spaces. The committee is recommending that the second, third and fourth parking spaces south of the intersection of 3<sup>rd</sup> and Pine on the west side of Pine Street in front of the new Law Enforcement Center be established as 15-minute parking spaces.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 23, 2009. Action necessary will be approval or disapproval of the 15-minute parking spaces and, if approved, pass and approve Ordinance No. G-1072 on **FIRST READING**.

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

Attachment: Ordinance No. G-1072

cc: Tammy Nagel, City Clerk  
Troy Graham, Traffic and Communications Supervisor  
Memo File

(Published in The Morning Sun on \_\_\_\_\_, 2009)

**ORDINANCE NO. G-1072**

**AN ORDINANCE**, amending Section 78-115 of the Pittsburg City Code to establish the second, third and fourth parking spaces south of the intersection of 3<sup>rd</sup> and Pine on the west side of Pine Street as fifteen-minute parking spaces.

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

**Section One.** Section 78-115 of the Pittsburg City Code is hereby amended to read:

**Sec. 78-115. Fifteen-minute parking.**

(a) It shall be unlawful for any person to stop, stand or park any vehicle for longer than 15 minutes at any one time, between the hours of 8:00 a.m. and 6:00 p.m. on any day, except Sunday and holidays, upon the following streets:

- (1) East side of North Locust from the right-of-way of East 7<sup>th</sup> Street north 122 feet.
- (2) West side of North Locust Street from the right-of-way of East 7<sup>th</sup> Street north a distance of 122 feet.
- (3) North side of East 7<sup>th</sup> Street from Locust Street east to the alley between Locust Street and Elm Street.
- (4) The second and third parking spaces north of the intersection of West 4<sup>th</sup> Street and North Pine Street on the east side of the 400 block of North Pine Street.
- (5) The parking space on the south side of West Fourth immediately east of its intersection with North Pine Street, between the hours of 8:00 a.m. and 5:00 p.m., on all days except Saturday and Sunday and legal holidays.
- (6) The first and second parking spaces west of the alley on the south side of the 100 Block of West 3<sup>rd</sup> Street.

(7) The second, third and fourth parking spaces south of the intersection of 3<sup>rd</sup> and Pine on the west side of Pine Street.

(b) Any person violation subsection (a) of this Section shall be guilty of a traffic infraction and, upon conviction, shall be fined a sum not less than \$10.00 nor more than \$30.00

(Code 1975, § 21-1506; Ord. No. G-890, §§ 1, 2, 11-13-2001)

**Section Two.** This Ordinance shall take effect and be in force from and after its approval and publication in the official City newspaper.

**PASSED AND APPROVED BY THE GOVERNING BODY** of the City of Pittsburg, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
MAYOR – Rudy Draper

ATTEST:

\_\_\_\_\_  
CITY CLERK – Tammy Nagel

(SEAL)



## Interoffice Memorandum

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

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

**DATE:** June 17, 2009

**SUBJECT:** Agenda Item – June 23, 2009  
Resolution No. 1085  
Handicapped Parking

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The committee appointed by the City Manager to review parking in the area of the new Law Enforcement Center, City Hall and the Public Library as the result of concerns with congested parking in this area has completed its review and is recommending that the parking space near the curb ramp in front of the new Law Enforcement Center be designated as a handicapped parking space (first 20-foot parking space on the west side of Pine Street south of the intersection of 3<sup>rd</sup> and Pine). This will allow for better access for the handicapped users.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 23, 2009. Action necessary will be approval or disapproval of the attached Resolution No. 1085 designating the handicapped parking space as requested.

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

Attachment: Resolution No. G-1085

cc: Tammy Nagel, City Clerk  
Troy Graham, Traffic and Communications Supervisor  
Memo File

## RESOLUTION NO. 1085

A Resolution amending Resolution No. 846, as amended, relating to the designation of certain public parking spaces as handicapped parking spaces by adding additional spaces.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS** that Resolution No. 846, as amended, is hereby amended with the following public parking spaces designated and marked as reserved for the use of handicapped persons pursuant to K.S.A. 8-1, 126, as amended, to-wit:

- III) The first twenty foot parking space on the west side of Pine Street south of the intersection of 3<sup>rd</sup> and Pine.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of June, 2009.

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MAYOR – Rudy Draper

ATTEST:

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DEPUTY CITY CLERK – Jessilyn Nokes



## Interoffice Memorandum

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

**FROM:** JOHN H. BAILEY, P.E., PhD/JAMES TUSH  
Directors of Public Utilities

**DATE:** June 16, 2009

**SUBJECT:** Agenda Item – June 23, 2009  
Final Payment and Change Order No. 2  
Sanitary Sewer Line Cleaning and TV Inspection

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All work has been completed on the above-referenced project and the contractor, Ace Pipe Cleaning, Inc., of Kansas City, Missouri, is requesting final payment. Attached are all the necessary documents to final out this project. Partial pay estimates have been paid for work completed for this project. The final payment now due the contractor is \$9,284.56.

Also, attached you will find Change Order No. 2 reflecting a decrease of \$538.19 to deduct a dumping fee charged to the City of Pittsburg's account. If this change order is approved, the new contract construction amount will be \$109,431.31.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 23, 2009. Action necessary will be approval or disapproval of the final payment and Change Order No. 2 for this project.

Attachment: Final Payment Documents  
Change Order No. 2

cc: Tammy Nagel, City Clerk  
Project File  
Memo File



# MEMO

**Professional Engineering Consultants, P.A.**

902 S. BROADWAY ▪ PITTSBURG, KS 66762 ▪ 620-235-0195 ▪ FAX 620-235-1011  
www.pec1.com ▪ pittsburg@pec1.com

**TO:** Bill Beasley  
Director of Public Works  
City of Pittsburg, KS

**ATTENTION:** \_\_\_\_\_

**FROM:** Bruce Remsberg

**REFERENCE:** Pay Request No. 3 - Final  
Release of Retainage

**DATE:** 3/30/09

**PROJECT NO.:** 01E01-036 Part B

**PROJECT:** Sanitary Sewer Line Cleaning & T.V.  
Inspection

**COPIES TO:** \_\_\_\_\_

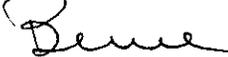
Please advise immediately of any misconceptions or omissions you believe to be contained herein.

Bill,

Transmitted herewith are 5 copies of the Application and Certification for Payment, Application No. 3, for the above referenced project. We have reviewed this request and recommend payment to Ace Pipe Cleaning, Inc. in the amount of \$9,284.56. This is to release the retainage in full minus \$538.19. The withholding is due to a fee that the City was charged by the landfill for Ace Pipe Cleaning dumping their waste out there. Please return 2 signed copies back to me for my records.

Please let me know of any questions.

Thanks,

  
Bruce Remsberg

FINAL PAYMENT ESTIMATE NUMBER 3  
CITY OF PITTSBURG, KS  
CITY PROJECT NO. C20 1656 01  
DATE: 3/30/2009

Sanitary Sewer Line Cleaning & Television Inspection  
PEC Project No. 334-01E01-036-0830 Part B  
Contractor: Ace Pipe Cleaning, Inc.  
4000 Truman Road  
Kansas City, Missouri 64127-2290

ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	UNIT COST	TOTAL COST	PLAN UNITS	PERCENT COMP.
1	Mobilization	L.S.	1.0	\$ 1,500.00	1,500.00	1.0	100%
2	Traffic Control	L.S.	1.0	1,750.00	1,750.00	1.0	100%
3	Clean & Televise 15" San. Sewer Pipe	L.F.	6,011.0	3.00	18,033.00	8,094.0	74%
4	Clean & Televise 18" San. Sewer Pipe	L.F.	11,653.0	4.75	55,351.75	15,356.0	76%
5	Clean & Televise 30" San. Sewer Pipe	L.F.	4,797	6.00	28,782.00	6,462.0	74%
C.O. 1 Item 1	Clean & Televise 21" San. Sewer Pipe	L.F.	836	5.00	4,180.00	836.0	100%
C.O. 1 Item 2	Clean & Televise 24" San. Sewer Pipe	L.F.	71	5.25	372.75	71.0	100%
	Dumping Fee	L.S.			(538.19)		
Total Completed To Date:					\$ 109,451.31	\$109,969.50	100%
Retainage					\$ -		
Total of Previous Payments					\$ 100,146.75		

Amount Due This Estimate

\$ 9,284.56

Requested By: Ace Pipe Cleaning, Inc.

*Anne C. More*  
Name:

Reviewed By: Project Engineer

*Bruce D. Remsburg*  
Name: Bruce D. Remsburg, P.E.

Approved By: City of Pittsburg, Kansas

Name:





# Ace Pipe Cleaning, Inc

Kansas City, Ft. Worth, Tulsa, Wichita, St. Louis, Hayden AZ

The Environmental Protection Specialist

4000 Truman Road  
Kansas City, Missouri 64127

Tel: (816) 241-2891  
Fax: (816) 241-5054  
Watts: (800) 325-9372

Bond 105164278

CONSENT OF SURETY  
TO REDUCTION IN OR  
RELEASE OF RETAINAGE

PROJECT: SANITARY SEWER LINE REPAIR - PROJECT 1

TO: City Clerk  
City of Pittsburg  
Pittsburg, KS 66762

CONTRACT FOR:

CONTRACT DATE: August 22, 2008

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
Travelers Casualty and Surety Company of America

Ace Pipe Cleaning, Inc., Surety on bond of  
Ace Pipe Cleaning, Inc., Contractor, hereby approves the reduction in or partial  
release of retainage to the Contractor, as follows:

Reduced from \$9,284.56 to \$0.00

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

City Clerk, City of Pittsburg, Pittsburg, KS 66762, OWNER,  
as set forth in the said Surety's bond.

IN WITNESS WHEREOF, Travelers Casualty and Surety  
Company of America the Surety has hereunto set its  
hand this 1st day of June, 2009.

ATTEST:

Brenda D. Hockberger  
(SEAL) Brenda D. Hockberger

Travelers Casualty and Surety  
Company of America

Surety  
Oscar F. Rincon

Signature of Authorized Representative  
Oscar F. Rincon  
Attorney-in-Fact

Title



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221149

Certificate No. 002955644

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York. that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota. that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut. that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland. that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa. and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"). and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Cindy Genslinger, Gina M. Damato, Thomas A. Pictor, Erik Janssens, Jane Bronson, Michael Damewood, Rosemary Muliere, Kathleen M. Anderson, Vacnessa Sims, Luisa Catalano, Marva Miller, Thomas N. Tague, Brenda D. Hockberger, Meredith Day, Carlina A. Jewell, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Heather Meyer, Moises Alcantar, James P. Fagan, Amar Patel, Heather J. Meneghetti, John C. Redding, Stephanie Miller, Phil Horvath, Grace Lawrence, David Letcher, Andrew Stontz, Jennifer Seppi, and Ann Mulder

of the City of Naperville/Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of April, 2009

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 23rd day of April, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

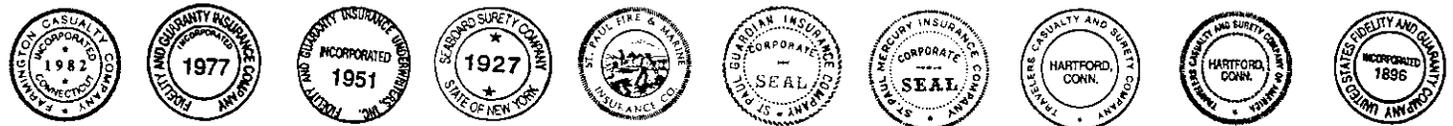
**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of June, 20 09

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kori M. Johanson*  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



STATE OF ILLINOIS }  
COUNTY OF KENDALL }

I, Gina M. Damato a Notary Public in and for said County, do hereby  
certify that Oscar F. Rincon Attorney -in-Fact, of the:

- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- SEABOARD SURETY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

Who is personally known to me to be the same person, whose name is subscribed to the foregoing,  
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and  
delivered said instrument for and on behalf of:

- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- SEABOARD SURETY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said  
County, this 1st day of June A.D. 20 09

Gina M. Damato  
Notary Public





# Ace Pipe Cleaning, Inc

Kansas City, Ft. Worth, Tulsa, Wichita, St. Louis, Hayden AZ

The Environmental Protection Specialist

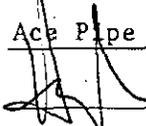
4000 Truman Road  
Kansas City, Missouri 64127  
Tel: (816) 241-2891  
Fax: (816) 241-5054  
Watts: (800) 325-9372

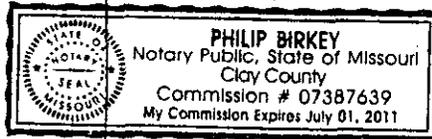
Bond No. 105156278

TO: CITY CLERK  
CITY OF PITTSBURG  
PITTSBURG, KANSAS 66762

PROJECT: SANITARY SEWER LINE REPAIR - PROJECT 1

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

<p>Missouri State of Kansas, <u>JACKSON</u> County</p> <p>On this <u>9<sup>TH</sup></u> day of <u>JUNE</u>, 200<u>9</u> before me, a Notary Public in and for the aforementioned County and State, personally appeared <u>HORACE PUGH</u>, to me known to be the identical person who executed the above statement.</p> <p> Notary Public</p> <p>My Commission Expires: <u>July 1, 2011</u></p>	<p>Contractor: <u>Ace Pipe Cleaning, Inc.</u></p> <p>By: </p> <p>Title: <u>Horace Pugh</u> <u>Secretary/Treasurer</u></p> <p>Seal: _____ (If Corporate)</p>
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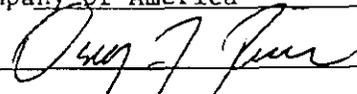


Travelers Casualty and Surety  
The Company of America Surety Company on bond for the above project  
hereby approves the final payment to the Contractor, and agrees that the final payment shall not relieve the Surety  
Company of any of its obligations to the City of Pittsburg as set forth in the Surety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

IN WITNESS this 1st day of June, 2009

Travelers Casualty and Surety  
Company of America

(SEAL):



Oscar E. Rincon, Attorney-in-Fact  
Signature of Authorized Representative

ATTORNEY-IN-FACT

RESIDENT AGENT.

cc: Engineering Division



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221149

Certificate No. 002955643

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Cindy Genslinger, Gina M. Damato, Thomas A. Pictor, Erik Janssens, Jane Bronson, Michael Damewood, Rosemary Muliere, Kathleen M. Anderson, Vanessa Sims, Luisa Catalano, Marva Miller, Thomas N. Tague, Brenda D. Hockberger, Meredith Day, Carlina A. Jewell, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Heather Meyer, Moises Alcantar, James P. Fagan, Amar Patel, Heather J. Meneghetti, John C. Redding, Stephanie Miller, Phil Horvath, Grace Lawrence, David Letcher, Andrew Stontz, Jennifer Seppi, and Ann Mulder

of the City of Naperville/Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of April, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 23rd day of April, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of June, 20 09.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kori M. Johanson*  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



STATE OF ILLINOIS }  
COUNTY OF KENDALL }

I, Gina M. Damato a Notary Public in and for said County, do hereby  
certify that Oscar F. Rincon Attorney -in-Fact, of the:

- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- SEABOARD SURETY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

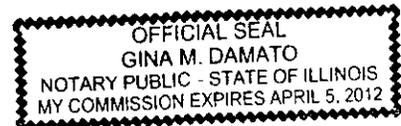
Who is personally known to me to be the same person, whose name is subscribed to the foregoing, instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of:

- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- SEABOARD SURETY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said  
County, this 1st day of June A.D. 20 09

  
\_\_\_\_\_  
Notary Public



## STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

Name of Entity to whom Project Exemption Certificate was Issued

201 W 4th St

Pittsburg

KS

66762

Street Address

City

State

Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under Exemption Certificate Number 0000009483, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(c), (d), (e), (xx), (aaa), (ccc), (iii), (qqq), (sss), (ttt), (uuu), (xxx) and (yyy) as amended.

Ace Pipe Cleaning, Inc.  
Contractor/ Subcontractor

4000 E. TRUMAN ROAD  
P.O. Box and/or Street Number and Name

KANSAS CITY, MO 64127  
City, State Zip

[Signature]  
Signature and Title of Authorized Representative

6/19/07  
Date

**Horace Pugh**  
Secretary/Treasurer

### INSTRUCTIONS

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



## Interoffice Memorandum

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

**FROM:** JOHN H. BAILEY, P.E., PhD/JAMES TUSH  
Directors of Public Utilities

**DATE:** June 16, 2009

**SUBJECT:** Agenda Item – June 23, 2009  
WTP - Liquid Carbon Dioxide Bid

---

Bids were received on May 12<sup>th</sup> for liquid carbon dioxide and other chemicals used in the water treatment process. The apparent low bidder for liquid carbon dioxide was Praxair, of Burr Ridge, Illinois, with a bid of \$120 per ton. Since being awarded the bid, Praxair has placed additional conditions relative to inspection of our liquid carbon dioxide holding facilities. In order to comply with their inspection requirements an agreement would need to be signed and substantial funds expended. The liquid carbon dioxide units are anticipated to be replaced in the plant upgrade, thus it does not seem logical to go through a fairly involved certification program at this time. In reviewing this matter with the City Attorney, he advises that the City is not obligated to sign an agreement.

The second low bidder for liquid carbon dioxide was Continental Carbonic, of Decatur, Illinois. City staff has contacted Continental Carbonic and they have advised that they would honor their current bid of \$125 per ton, which is the same price as last year. Continental Carbonic in addition does not require new certification of our gas holding facilities. In this regard, City staff would recommend that the low bid received from Praxair be rejected and the bid awarded to the second low bidder, Continental Carbonic.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 23, 2009. Action necessary will be approval or disapproval of staff's recommendation to reject the bid provided by Praxair of \$120 per ton and to award the bid to Continental Carbonic with a bid of \$125 per ton. These chemicals are purchased with funds from the Water Treatment Operating Supplies Budget.

**MEMO TO: JOHN D. VANGORDEN**  
**JUNE 16, 2009**  
**PAGE TWO**

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

Attachment: Bid Tab Sheet

cc: Tammy Nagel, City Clerk  
Stephen Gillis, WTP Superintendent  
Memo File

City of Pittsburg, Kansas

**RECAPITULATION OF BIDS FOR PURCHASE OF WTP CHEMICALS**  
 Tuesday, May 12, 2009 – 2:00 p.m.

Name/Address of Bidder	Liquid Chlorine (Per 100 Lb.)	Sodium Fluorosilicate (Per 100 Lb.)	Lime (Calcium Oxide) (Per Ton)	Ferric Sulfate (Per 100 Lb.)	Liquid Carbon Dioxide (CO <sup>2</sup> ) (Per Ton)	Aluminum Sulfate (Per 100 Lb.)	Liquid Polymeric Phosphate (Per 100 Lb.)
Continental Carbonic 3985 E. Harrison Decatur, IL 62526	No Bid	No Bid	No Bid	No Bid	\$125.00	No Bid	No Bid
Brenntag Mid-South, Inc. 2235 W. Battlefield Road Springfield, MO 65807	\$19.35	\$41.90	No Bid	\$45.00	No Bid	\$35.90	No Bid
U.S. Lime Company – St. Clair 5429 LBJ Freeway – Ste. 230 Dallas, TX 75240	No Bid	No Bid	\$135.00	No Bid	No Bid	No Bid	No Bid
Linde North America 575 Mountain Avenue Murray Hill, NJ 07974	No Bid	No Bid	No Bid	No Bid	\$146.00	No Bid	No Bid
Praxair 7000 High Grove Blvd. Burr Ridge, IL 60527	No Bid	No Bid	No Bid	No Bid	\$120.00	No Bid	No Bid

City of Pittsburg, Kansas

**RECAPITULATION OF BIDS FOR PURCHASE OF WTP CHEMICALS**  
**Tuesday, May 12, 2009 – 2:00 p.m.**

Name/Address of Bidder	Liquid Chlorine (Per 100 Lb.)	Sodium Fluorosilicate (Per 100 Lb.)	Lime (Calcium Oxide) (Per Ton)	Ferric Sulfate (Per 100 Lb.)	Liquid Carbon Dioxide (CO <sub>2</sub> ) (Per Ton)	Aluminum Sulfate (Per 100 Lb.)	Liquid Polymeric Phosphate (Per 100 Lb.)
Kemira Water Solutions 3211 Clinton Parkway Ct. Lawrence, KS 66047	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Pristine Water Solutions 1570 S. Lakeside Drive Waukegan, IL 60085	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$69.50
Praxair 3805 East 20 <sup>th</sup> Street Joplin, MO 64801	No Bid	No Bid	No Bid	No Bid	\$165.00	No Bid	No Bid
G.S. Robins and Company 2955 Chrysler Road Kansas City, KS 66115	\$38.00	\$50.00	No Bid	\$42.00	No Bid	\$38.00	\$65.00
Brenntag Southwest Rt. 3, Box 352-200 Nowata, OK 74048	\$24.99	\$57.50	No Bid	No Bid	No Bid	\$35.75	No Bid

DEPARTMENT: Public Works  
 FUNDING: Water Treatment Plant General Operating

City of Pittsburg, Kansas

**RECAPITULATION OF BIDS FOR PURCHASE OF WTP CHEMICALS**  
**Tuesday, May 12, 2009 – 2:00 p.m.**

Name/Address of Bidder	Liquid Chlorine (Per 100 Lb.)	Sodium Fluorosilicate (Per 100 Lb.)	Lime (Calcium Oxide) (Per Ton)	Ferric Sulfate (Per 100 Lb.)	Liquid Carbon Dioxide (CO <sup>2</sup> ) (Per Ton)	Aluminum Sulfate (Per 100 Lb.)	Liquid Polymeric Phosphate (Per 100 Lb.)
Airgas Midsouth 697 South Highway 69 Pittsburg, KS 66762	No Bid	No Bid	No Bid	No Bid	\$131.00 plus delivery and hazmat fees	No Bid	No Bid



## Interoffice Memorandum

**TO:** John D. VanGorden  
Interim City Manager

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

**DATE:** June 16, 2009

**SUBJECT:** Agenda Item – June 23, 2009  
Annual Appointments to the ATC Board of Directors

---

The City, KTEC and PSU all have four appointments to the Alliance for Technology Commercialization (ATC) board of directors, with each board member serving a three-year term. Two of the City's appointments are currently open to be filled, and City staff is recommending David Nance and Lynda Wilkinson, who have both previously served and would like to be reappointed to another term.

Please place this request for ATC appointments on the City Commission agenda for Tuesday, June 23<sup>rd</sup>. The City Commission should approve or disapprove staff's recommendation for appointments.



June 16, 2009

John Van Gordon, Acting Manager  
Pittsburg, KS 66762

Dear John,

The Library Board of Trustees would like to recommend that Mark Kolarik be appointed to the library board, to replace Beth Bradrick. Beth has served her maximum terms and we are sorry to see her go.

Mark is the President of the Kansas Teachers Community Credit Union. He and his family moved here from Garden City in 2002 so that he could assume that position. Mark and his wife have four teen-age children. He is a member of the noon Kiwanis, on the board of the United Way, and a member of St. Mary's school council. He is also a member of the Kansas Corporate Credit Union. He will bring valuable skills to his role as a library board member.

In addition, Cathy Duncan is completing her first term on the library board and is eligible for reappointment. The Board would like to recommend that she be reappointed.

Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in cursive script that reads "Pat".

Pat Clement  
Director

VENDOR SET: 99 City of Pittsburg, KS

BANK: \* ALL BANKS

DATE RANGE: 6/03/2009 THRU 6/16/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	6/10/2009			159670		
C-CHECK	VOID CHECK	V	6/10/2009			159671		
C-CHECK	VOID CHECK	V	6/11/2009			159842		
C-CHECK	VOID CHECK	V	6/11/2009			159843		

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

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

	NO	VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	4	0.00	0.00	0.00

TOTAL ERRORS: 0

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

BANK: \* TOTALS: 4 0.00 0.00 0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3466	KANSAS DEPT OF AGRICULTURE	R	6/03/2009			159641		1,020.00
1081	POSTMASTER	R	6/05/2009			159667		4.00
4834	FAMILY RESOURCE CENTER	R	6/05/2009			159668		395,000.00
0523	AT&T	R	6/10/2009			159669		5,917.60
2150	AT&T	R	6/10/2009			159672		249.98
2648	DIVISION OF ACCOUNTS AND REPOR	R	6/10/2009			159673		150.00
2519	EAGLE BEVERAGE CO INC	R	6/10/2009			159674		95.85
5776	LDF SALES & DISTRIBUTING INC	R	6/10/2009			159675		102.30
1108	WESTAR ENERGY	R	6/11/2009			159841		83,048.65
6082	GARRISON LAW OFFICE LLC	R	6/11/2009			159844		288.14
0094	M&I BANK	R	6/11/2009			159845		950.00
6135	MCNEARNEY & ASSOCIATES LLC	R	6/11/2009			159846		222.06
5503	NEWMAN, REYNOLDS AND RIFFEL	R	6/11/2009			159847		96.72
5854	ANTHONY A SNYDER	R	6/11/2009			159848		254.65
6136	US DEPARTMENT OF EDUCATION	R	6/11/2009			159849		327.94
6183	CARA WARD	R	6/11/2009			159850		197.61
5589	ALLTEL	R	6/15/2009			159851		306.35
0175	REGISTER OF DEEDS	R	6/15/2009			159852		26.26
0175	REGISTER OF DEEDS	R	6/16/2009			159853		12.00
2876	A-PLUS CLEANERS & LAUNDRY	R	6/16/2009			159854		85.75
6173	ASHBROOK SIMON-HARTLEY OPERATI	R	6/16/2009			159855		136.59
0842	BAUMANN POOL & SPA INC	R	6/16/2009			159856		12.94

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5329	CATERING BY DESIGN	R	6/16/2009			159857		22.75
6192	KATHLEEN CERNE	R	6/16/2009			159858		600.00
6261	COMFORT PRODUCTS DISTRIBUTING	R	6/16/2009			159859		2,417.74
0748	CONRAD FIRE EQUIPMENT INC	R	6/16/2009			159860		94.89
6219	DOUGLAS PUMP SERVICE	R	6/16/2009			159861		7,132.88
0118	FED EX	R	6/16/2009			159862		56.75
6066	ELLIOTT LODGING LTD	R	6/16/2009			159863		853.71
6256	MID-WEST FERTILIZER INC	R	6/16/2009			159864		246.08
6237	SEAVER PAINTING & WALLCOVERING	R	6/16/2009			159865		3,795.00
5934	STOFFER COMMUNICATIONS	R	6/16/2009			159866		80.00
6242	THE HOME PLACE	R	6/16/2009			159867		180.00
0011	AMERICAN ELECTRIC INC	E	6/10/2009			999999		430.15
0034	CRONISTER BROTHERS, INC	E	6/10/2009			999999		506.52
0039	BATTERY MART INC	E	6/10/2009			999999		18.95
0044	CRESTWOOD COUNTRY CLUB	E	6/10/2009			999999		443.12
0046	ETTINGERS OFFICE SUPPLY	E	6/10/2009			999999		782.24
0054	JOPLIN SUPPLY COMPANY	E	6/10/2009			999999		593.85
0055	JOHN'S SPORT CENTER	E	6/10/2009			999999		29.45
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	6/10/2009			999999		689.90
0063	LOCKE WHOLESALE SUPPLY	E	6/10/2009			999999		353.62
0068	BROOKS PLUMBING LLC	E	6/10/2009			999999		3,306.25
0074	RUSSELL BELDEN ELECTRIC COMPAN	E	6/10/2009			999999		87.30

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0078	SUPERIOR LINEN SERVICE	E	6/10/2009			999999		301.74
0083	WATER PRODUCTS INC	E	6/10/2009			999999		1,612.08
0101	BUG-A-WAY INC	E	6/10/2009			999999		50.00
0105	PITTSBURG AUTOMOTIVE INC	E	6/10/2009			999999		710.68
0107	BILLY L RINK	E	6/10/2009			999999		175.00
0112	MARRONES INC	E	6/10/2009			999999		273.65
0117	THE MORNING SUN	E	6/10/2009			999999		270.97
0135	PITTSBURG AREA CHAMBER OF COMM	E	6/10/2009			999999		270.00
0142	HECKERT CONSTRUCTION CO INC	E	6/10/2009			999999		1,288.70
0145	BROADWAY LUMBER COMPANY, INC.	E	6/10/2009			999999		331.56
0154	BLUE CROSS & BLUE SHIELD	D	6/04/2009			999999		18,570.92
0154	BLUE CROSS & BLUE SHIELD	D	6/11/2009			999999		13,929.76
0163	O'REILLY AUTOMOTIVE INC	E	6/10/2009			999999		7.98
0164	ALVIN J EASTEP	E	6/10/2009			999999		32.50
0177	BOOK WHOLESALERS INC	E	6/10/2009			999999		73.88
0179	FILTER-TEK, INC.	E	6/10/2009			999999		40.58
0181	INGRAM	E	6/10/2009			999999		13.60
0183	PRO-PRINT INC	E	6/10/2009			999999		110.00
0194	KANSAS STATE TREASURER	E	6/10/2009			999999		3,967.00
0196	ALCOHOL & DRUG SAFETY	E	6/10/2009			999999		655.00
0199	KIRKLAND WELDING SUPPLIES	E	6/10/2009			999999		746.10
0200	SHERWIN WILLIAMS COMPANY	E	6/10/2009			999999		685.20

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0207	PEPSI-COLA BOTTLING CO OF PITT	E	6/10/2009			999999		2,460.05
0224	KDOR	D	6/03/2009			999999		1,574.28
0224	KDOR	D	6/05/2009			999999		1,325.35
0224	KDOR	D	6/09/2009			999999		2,796.72
0276	JOE SMITH COMPANY, INC.	E	6/10/2009			999999		2,661.14
0278	LAWSON PRODUCTS INC	E	6/10/2009			999999		74.06
0282	MT CARMEL MEDICAL CENTER	E	6/10/2009			999999		1,898.05
0286	R&R PRODUCTS INC	E	6/10/2009			999999		401.55
0292	UNIFIRST CORPORATION	E	6/10/2009			999999		62.94
0294	COPY PRODUCTS INC	E	6/10/2009			999999		2,548.70
0300	PITTSBURG FORD-MERCURY, INC.	E	6/10/2009			999999		507.60
0308	DOBRAUC OIL COMPANY INC	E	6/10/2009			999999		13,982.03
0312	HACH COMPANY	E	6/10/2009			999999		84.73
0329	O'MALLEY IMPLEMENT CO INC	E	6/10/2009			999999		203.34
0332	PITTCRAFT PRINTING	E	6/10/2009			999999		306.00
0335	CUSTOM AWARDS PLUS INC	E	6/10/2009			999999		107.16
0341	RADIO SHACK CORP.	E	6/10/2009			999999		113.34
0348	TYRELL'S SERVICE INC	E	6/10/2009			999999		818.70
0375	CONVENIENT WATER COMPANY	E	6/10/2009			999999		15.00
0420	CONTINENTAL RESEARCH CORP	E	6/10/2009			999999		352.49
0516	AMERICAN CONCRETE CO INC	E	6/10/2009			999999		5,525.17
0534	TYLER TECHNOLOGIES	E	6/10/2009			999999		390.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0583	DICKINSON INDUSTRIES INC	E	6/10/2009			999999		1,065.00
0623	CALVIN JONES	E	6/10/2009			999999		310.00
0709	BATES SALES COMPANY INC	E	6/10/2009			999999		507.83
0714	SHARE CORPORATION	E	6/10/2009			999999		134.45
0746	CDL ELECTRIC COMPANY	E	6/10/2009			999999		329.18
0751	ULTRA-CHEM INC	E	6/10/2009			999999		301.46
0784	MIRACLE RECREATION EUIP CO	E	6/10/2009			999999		890.00
0799	HYDRAULIC SPECIALTIES INC	E	6/10/2009			999999		66.68
0803	OLD DOMINION BRUSH CO	E	6/10/2009			999999		650.64
0806	JOHN L CUSSIMANIO	E	6/10/2009			999999		400.00
0932	ALL-QUIP RENTAL AND SALES INC	E	6/10/2009			999999		269.99
0953	J A SEXAUER INC	E	6/10/2009			999999		64.63
1013	SAFETY FIRST SUPPLY CO., LLC	E	6/10/2009			999999		284.13
1050	KPERS	D	6/03/2009			999999		1,566.50
1057	KUSTERS ZIMA CORPORATION	E	6/10/2009			999999		2,692.00
1235	RHODES GROCERY INC	E	6/10/2009			999999		58.95
1327	KBI	D	6/16/2009			999999		35.00
1347	ELECTRIC MOTOR SUPPLY INC	E	6/10/2009			999999		432.68
1435	DOC'S HEATING & AIR	E	6/10/2009			999999		631.31
1478	KANSASLAND TIRE OF PITTSBURG	E	6/10/2009			999999		164.61
1490	ESTHERMAE TALENT	E	6/10/2009			999999		50.00
1619	MIDWEST TAPE	E	6/10/2009			999999		144.84

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1733	BOYD METALS OF JOPLIN INC	E	6/10/2009			999999		1,100.00
1977	CDW GOVERNMENT, INC.	E	6/10/2009			999999		55.15
2111	DELL MARKETING L.P.	E	6/10/2009			999999		1,629.51
2165	CP COMMUNICATIONS	E	6/10/2009			999999		19.95
2350	WCA WASTE SYSTEMS INC	E	6/10/2009			999999		7,980.39
2664	UNIVAR USA INC	E	6/10/2009			999999		1,451.00
2825	KANSAS DEPT OF ADMINISTRATION	E	6/10/2009			999999		544.66
2960	PACE ANALYTICAL SERVICES INC	E	6/10/2009			999999		415.00
2994	COMMERCIAL AQUATIC SERVICE INC	E	6/10/2009			999999		33,419.36
3192	MUNICIPAL CODE CORP	E	6/10/2009			999999		1,064.80
3209	SIMPLEXGRINNELL LP	E	6/10/2009			999999		3,929.80
3239	KENT BELEW CUSTOM MACHINING	E	6/10/2009			999999		40.00
3306	CAROL DARLINGTON	E	6/10/2009			999999		135.00
3570	AMERICAN EXPRESS	D	6/04/2009			999999		47.83
3802	BRENNTAG MID-SOUTH INC	E	6/10/2009			999999		1,308.50
3971	FASTENAL COMPANY	E	6/10/2009			999999		232.95
4133	T.H. ROGERS HOMECENTER	E	6/10/2009			999999		48.25
4163	TICKETSAGE INC	E	6/10/2009			999999		223.71
4186	KEN WILKERSON	E	6/10/2009			999999		2,340.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	6/10/2009			999999		954.28
4447	CMC INC	E	6/10/2009			999999		76.90
4618	TRESA NOYES	E	6/10/2009			999999		632.65

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4660	TURFGRASS, INC.	E	6/10/2009			999999		155.00
4667	HEARTLAND FORKLIFT	E	6/10/2009			999999		21.74
4711	RANDOM HOUSE, INC.	E	6/10/2009			999999		80.00
4845	ENVIRONMENTAL EXPRESS INC	E	6/10/2009			999999		415.05
4970	ERIC VANCE	E	6/10/2009			999999		2,800.00
4991	FLINT TRADING INC.	E	6/10/2009			999999		775.08
5025	WILLIAMS SPURGEON KUHL & FRESH	E	6/10/2009			999999		616.06
5049	CRH COFFEE INC	E	6/10/2009			999999		28.80
5275	US LIME COMPANY-ST CLAIR	E	6/10/2009			999999		3,162.90
5474	THE UPS STORE	E	6/10/2009			999999		67.38
5558	MALLE SERVICE & SUPPLY	E	6/10/2009			999999		561.00
5635	LASER EQUIPMENT INC	E	6/10/2009			999999		365.91
5677	FIRST DATA	D	6/03/2009			999999		359.16
5690	CORGILL CONSTRUCTION INC	E	6/10/2009			999999		510.00
5758	ROLL OFF SERVICES INC (ATTN MA	E	6/10/2009			999999		5,849.00
5855	SHRED-IT USA INC	E	6/10/2009			999999		295.75
5888	MARY JUDENE NANCE	E	6/10/2009			999999		400.00
5904	TASC	D	6/16/2009			999999		6,565.45
5906	JOHN HINRICHS	E	6/10/2009			999999		223.00
5994	SEKC HUMAN RESOURCE ASSOCIATIO	E	6/10/2009			999999		60.00
6103	ED MCCULLOUGH	E	6/10/2009			999999		40.00
6117	ALEXANDER OPEN SYSTEMS INC	E	6/10/2009			999999		40,270.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE: 6/03/2009 THRU 6/16/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6118	CHOICE TECHNOLOGY LLC	E	6/10/2009			999999		16,940.00
6139	BOB MARTIN	E	6/10/2009			999999		3,120.00
6175	HENRY C MENGHINI	E	6/10/2009			999999		385.00

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

	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	33	503,985.19	0.00	503,985.19
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	10	46,770.97	0.00	46,770.97
EFT:	114	195,561.53	0.00	195,561.53
NON CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	0	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: 80144	TOTALS:	157	746,317.69	0.00	746,317.69
BANK: 80144	TOTALS:		157	746,317.69	0.00	746,317.69

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: EFT MANUAL EFTS  
 DATE RANGE: 6/03/2009 THRU 6/16/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0152	JOHN VAN GORDEN	E	6/04/2009			999999		8.74
0297	PETTY CASH FUND	E	6/04/2009			999999		3,064.93
0577	KANSAS GAS SERVICE	E	6/12/2009			999999		9,174.19
0866	AVFUEL CORPORATION	E	6/04/2009			999999		24,816.37
0866	AVFUEL CORPORATION	E	6/16/2009			999999		18,343.38
2433	THE MORNING SUN	E	6/08/2009			999999		1,176.35
2554	HENRY C MENGHINI	E	6/12/2009			999999		111.10
2921	CSG SYSTEMS INC	E	6/16/2009			999999		6,183.18
2971	KERIT	E	6/12/2009			999999		81,067.00
3884	MARK D. TURNBULL	E	6/11/2009			999999		14.19
4208	JOHNNY STEFFENS	E	6/03/2009			999999		20.00
4698	THE MORNING SUN	E	6/08/2009			999999		121.57
4892	JODY PHILLIPS DANCE COMPANY IN	E	6/04/2009			999999		2,747.88
5113	MIDWEST REGIONAL BALLET	E	6/16/2009			999999		2,577.23
5537	CHRIS MOORE	E	6/16/2009			999999		50.95
5689	CONNIE ETZKIN	E	6/11/2009			999999		41.54
5758	ROLL OFF SERVICES INC (ATTN MA	E	6/12/2009			999999		1,126.34
5883	SPROULS CONSTRUCTION INC	E	6/12/2009			999999		64,133.24

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	18	214,778.18	0.00	214,778.18
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: EFT	TOTALS:	18	214,778.18	0.00	214,778.18
BANK: EFT	TOTALS:		18	214,778.18	0.00	214,778.18

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: PY PAYROLL PAYABLES  
 DATE RANGE: 6/03/2009 THRU 6/16/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0094	M&I BANK	D	6/12/2009			000000		74,330.13
0321	KP&F	D	6/12/2009			000000		28,897.10
0728	ICMA	D	6/12/2009			000000		6,719.17
1050	KPERS	D	6/12/2009			000000		19,038.63
0349	UNITED WAY OF CRAWFORD COUNTY	R	6/12/2009			159701		45.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	6/12/2009			159702		347.73
2577	OK CENTRALIZED SUPPORT RE	R	6/12/2009			159703		130.97
4252	GENERAL REVENUE CORPORATION	R	6/12/2009			159704		209.04
2228	KANSAS PAYMENT CENTER	R	6/12/2009			159705		1,262.82
0028	PAYROLL CLEARING	E	6/12/2009			999999		72,093.04

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	5	1,995.56	0.00	1,995.56
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	128,985.03	0.00	128,985.03
EFT:	1	72,093.04	0.00	72,093.04
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
		0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: PY	TOTAL	10	203,073.63	0.00	203,073.63
BANK: PY	TOTALS:		10	203,073.63	0.00	203,073.63
REPORT TOTALS:			189	1,164,169.50	0.00	1,164,169.50

Passed and approved this 23<sup>rd</sup> day of June, 2009.

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Rudy Draper, Mayor

ATTEST:

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Jessilyn Nokes, Deputy City Clerk



## Interoffice Memorandum

**TO:** John VanGorden, Interim City Manager  
Jon Garrison, Director of Finance  
Tammy Nagel, City Clerk

**FROM:** Jamie Clarkson, Assistant Director of Finance

**DATE:** June 10, 2009

**SUBJECT:** Fiscal year 2008 audit report and acceptance of Comprehensive Annual Financial Report (CAFR)

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Please place on the June 23, 2009 City Commission agenda the fiscal year 2008 audit report and acceptance of the CAFR. Karen Linn of Berberich Trahan & Co., P.A., will be attending the meeting to provide an overview and answer questions. This item had to be rescheduled due to the severe storms on June 9, 2009.



## Interoffice Memorandum

**TO:** John D. VanGorden  
Interim City Manager

**FROM:** Jeff Wilbert  
Interim Parks and Recreation Director

**DATE:** June 12<sup>th</sup>, 2009

**SUBJECT:** June 23<sup>rd</sup>, 2009  
Lakeside Park Reduction of Ducks & Geese

---

If you have visited Lakeside Park recently you cannot help but notice the abundance of ducks and geese. You cannot walk around the lake without carefully watching your every step. Large accumulations of fecal material cover the sidewalk, due to the 200 plus ducks and geese that inhabit Lakeside Park. During the recent storm that downed several trees, I had the opportunity to talk to one of the residents living on Martin Street across from the park. She had six ducks in her back yard and a nest with three eggs in the corner of her foundation. She asked me to look at a sick duck in the corner of her backyard and it had died. I removed it from her property. She told me she could not leave her front or back door open without a duck or goose coming into her house.

I contacted Janice Goedeke, county health administrator and she provided the following information. She said "it is her determination that these droppings are creating a health problem for people using the park and steps need to be taken to eliminate the problem." She recommends that the sidewalks be cleaned on a daily basis. She suggests that the best probable solution to this problem would be to eliminate the ducks and geese from the lake; but since this is not possible the next best thing would be to prohibit feeding of the ducks and geese.

I have been in touch with Rob Friggeri and Tom Glick of the Kansas Wildlife & Parks Department and they are in agreement with Mrs. Goedeke. Mr. Friggeri said that the abundance of fertilizer in the water is turning the pond green and prohibits the growth of the fish.

Fay McNew, a bird biologist with the Kansas Department of Wildlife & Parks has made the following suggestions: removal of the duck house, discourage feeding of the birds by posting signs and if necessary create a city ordinance that prohibits the feeding of ducks or geese.

Mr. Glick is willing to provide his cages to trap the ducks and geese and relocate them. Bird relocation can only occur during the last two weeks of June during molt.

This can only be done with a licensed company. She states that if nothing is done to discourage these behaviors, the state will not issue a permit for relocation of the geese a second time.

I believe this problem will not be resolved unless we remove a large number of ducks and geese. I don't know if we can 100% eliminate the feeding but I believe signs should be placed in the park to discourage it. I would not like to live by the park and have to put up with what the lady on Martin Street does on a daily basis.

Mr. Glick is prepared to bring his cages to Lakeside on Thursday June 25<sup>th</sup> and remove a large number of ducks and geese. I have been told that a former Park & Rec. Director said that a population of 20 to 30 would be a manageable number. This would certainly reduce the abundance of fecal material throughout the park and also create a better place to enjoy fishing.

The citizens of Pittsburg have a very attractive park that unfortunately is not able to be used effectively because of this problem. You could not take a family to the park and spread out a blanket and have a picnic without dealing with this problem. I will be contacting the Morning sun and explain the reasons for this action and will hopefully have Mrs. Goedeke and Mr. Glick attend the meeting. This will not be a popular decision with some citizens but hopefully with proper information it will help.

Staff is recommending approval to allow Mr. Glick along with member of the Parks & Rec. staff to capture ducks and geese on June 25<sup>th</sup> 2009 and relocate them, in an effort to improve the conditions of Lakeside Park.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 23<sup>rd</sup>, 2009. Action necessary will be approval or disapproval of staff request as stipulated above.

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

cc: Tammy Nagel, City Clerk



## Interoffice Memorandum

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

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

**DATE:** June 16, 2009

**SUBJECT:** Agenda Item – June 23, 2009  
Grant Offer  
Update Airport Master Plan and Airport Layout Plan – Phase II  
AIP No. 3-20-0069-12

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The City of Pittsburg has received a grant offer from the Federal Aviation Administration (FAA) to pay a maximum of \$97,998 for airport planning to update the Airport Master Plan and Airport Layout Plan Phase II. This is the second grant offer by FAA for this project. Phase I grant was for \$123,693 making a total grant for this project of \$221,691. This grant offer may be funded all or in part from the Small Airport Fund. In order to accept this grant offer, the Mayor and City Attorney will need to sign the appropriate documents and this grant offer immediately sent back to FAA. FAA is providing 95% of the funding for this project. The City's share (5%) of this project is \$11,668.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 23, 2009. Action necessary will be approval or disapproval of the grant offer and, if approved, authorize the Mayor and City Attorney to sign the necessary documents.

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

cc: Tammy Nagel, City Clerk  
Project File  
Memo File



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

## GRANT AGREEMENT

### Part 1 - Offer

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**Date of Offer** JUN 3 2009  
**Atkinson Municipal Airport**  
**Pittsburg, Kansas**  
**Project No. 3-20-0069-12-2009**  
**ECHO Control Number: 69 AA 3062**  
**DUNS Number: 030 662 175**

**TO:** City of Pittsburg, Kansas  
(herein called the "Sponsor")

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated May 27, 2009, for a grant of Federal funds for a project at or associated with the *Atkinson Municipal Airport/Planning Area* which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

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

**Update Airport Master Pland and Airport Layout Plan - Phase II**

all as more particularly described in the Project Application.

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

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

### Conditions

1. The maximum obligation of the United States payable under this offer shall be \$ 97,998. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of The Act, the following amounts are being specified for this purpose:

\$ 97,998	for planning
-0-	for airport development or noise program implementation.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under The Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 8, 2009, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal Grant Agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

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

9. **TRAFFICKING IN PERSONS:**

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

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

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

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

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— February 19, 2008 3

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

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

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

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

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

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

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

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

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

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

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

12. **LETTER AMENDMENT - PLANNING:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the grant amount exceeds the expected needs of the sponsor the grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Upon issuance of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified.

13. **RUNWAY PROTECTION ZONES:** The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:
- a. **Existing Fee Title Interest in the Runway Protection Zone:** The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
  - b. **Existing Easement Interest in the Runway Protection Zone:** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
  - c. **Future Interest in the Runway Protection Zone:** The Sponsor agrees that it will acquire fee title or less-than-fee interest in the Runway Protection Zones for runways that presently are not under its control within 5 years of this Grant Agreement. Said interest shall provide the protection noted in above Subparagraphs a and b.

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

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

Acting (Name) Jane Sandidge  
(Title) Manager, Airports Division Central Region

**Part II - Acceptance**

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

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

City of Pittsburg, Kansas  
(Name of Sponsor)

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

(SEAL)

Title \_\_\_\_\_

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

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

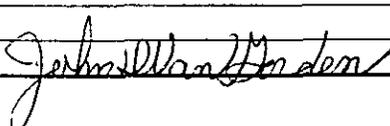
**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and The Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED	Applicant Identifier										
1. TYPE OF SUBMISSION <i>Application</i> <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction <i>Pre-application</i> <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. DATE SUBMITTED 5/27/09											
		3. DATE RECEIVED BY STATE	State Application Identifier										
		4. DATE RECEIVED BY AGENCY	Federal Identifier 3-20-0069-11										
5. APPLICANT INFORMATION													
Legal Name: <b>City of Pittsburg, Kansas</b>		Organizational Unit: <b>Municipality</b>											
Organizational DUNS: <b>030662175</b>		Department: <b>Public Works</b>											
Address: Street: <b>201 W. Fourth</b>		Division:											
City: <b>Pittsburg</b>		Name and telephone of person to be contacted on matters involving this application (give area code)											
County: <b>Crawford</b>		Prefix: <b>Mr.</b>	First Name: <b>William</b>										
State: <b>Kansas</b> Zip Code: <b>66762</b>		Middle Name: <b>Arthur</b>											
Country: United States		Last Name: <b>Beasley</b>											
6. EMPLOYER IDENTIFICATION NUMBER (EIN): <table border="1"><tr><td>4</td><td>8</td><td>-</td><td>6</td><td>0</td><td>4</td><td>1</td><td>0</td><td>0</td><td>3</td></tr></table>		4	8	-	6	0	4	1	0	0	3	Suffix:	
4	8	-	6	0	4	1	0	0	3				
8. TYPE OF APPLICATION <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify)		Email: <b>Billb@pittks.org</b>											
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NO. <table border="1"><tr><td>2</td><td>0</td><td>-</td><td>1</td><td>0</td><td>6</td></tr></table>		2	0	-	1	0	6	Phone Number (give area code) <b>(620) 231 - 4170</b>					
2	0	-	1	0	6								
TITLE (Name of Program): <b>Airport Improvement Program</b>		Fax Number (give area code) <b>(620) 231 - 2103</b>											
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): <b>Pittsburg, Crawford County, Kansas</b>		7. TYPE OF APPLICANT (See back of form for Application Types) <b>C. Municipal</b> Other (Specify)											
13. PROPOSED PROJECT Start Date: <b>6/1/09</b> Ending Date: <b>5/31/10</b>		9. NAME OF FEDERAL AGENCY: <b>Federal Aviation Administration</b>											
15. ESTIMATED FUNDING: a. Federal \$ <b>221,691.00</b> b. Applicant \$ <b>11,668.00</b> c. State \$ <b>00.00</b> d. Local \$ <b>00.00</b> e. Other \$ <b>00.00</b> f. Program Income \$ <b>00.00</b> g. TOTAL \$ <b>233,359.00</b>		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: <b>Master Plan Update</b>											
14. CONGRESSIONAL DISTRICTS OF: a. Applicant <b>Kansas No. 2</b> b. Project <b>Kansas No. 2</b>		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. YES. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE : _____ b. NO. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW											
17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes, if "Yes", attach an explanation <input checked="" type="checkbox"/> No		18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.											
a. Authorized Representative													
Prefix <b>Mr.</b>		First Name: <b>John</b>	Middle Name: <b>David</b>										
Last Name: <b>VanGorden</b>		Suffix:											
b. Title: <b>Interim City Manager</b>		c. Telephone: <b>620-231-4100</b>											
d. Signature of Authorized Representative: 		e. Date Signed: <b>5-27-09</b>											

**PART II  
PROJECT APPROVAL INFORMATION**

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

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

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

Name of Agency or Board:  
(Attach Documentation)

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

(Attach Comments)

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

Name of Approving Agency:  
Date: / /

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

Check one: State   
Local   
Regional   
Location of Plan:

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

Name of Federal Installation:  
Federal Population benefiting from Project:

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

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

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

See instruction for additional information to be provided

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

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

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

See instructions for additional information to be provided.

**PART III - BUDGET INFORMATION**

**SECTION A - BUDGET SUMMARY**

Grant Program, Function Or Activity  (a)	Federal Catalog No.  (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Airport Improvement	20-106	\$	\$	\$ 221,691	\$ 11,668	\$ 233,359
2.						
3.						
4.						
5. TOTALS		\$	\$	\$ 221,691	\$ 11,668	\$ 233,359

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1)	(2)	(3)	(4)	(5)
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	233,279				233,279
g. Construction					
h. Other	80				80
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	\$ 233,359	\$	\$	\$	\$ 233,359
l. Program Income	\$	\$	\$	\$	\$ 0

**SECTION C - NON-FEDERAL RESOURCES**

(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. Airport Improvement Program	\$ 11,668	\$	\$	\$ 11,668
9.				
10.				
11.				
12. TOTALS	\$	\$	\$	\$

**SECTION D - FORECASTED CASH NEEDS**

	Total for 1 <sup>st</sup> Year	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
13. Federal	\$ 221,691	\$ 56,584	\$ 55,036	\$ 55,036	\$ 55,035
14. Non-Federal	11,668	2,978	2,896	2,896	2,898
15. TOTAL	\$ 233,359	\$ 59,562	\$ 57,932	\$ 57,932	\$ 57,933

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

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

**SECTION F - OTHER BUDGET INFORMATION**

*(Attach additional sheets if necessary)*

21 Direct Charges:

22. Indirect Charges:

23. Remarks:

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

ATTACHMENT TO APPLICATION FOR FEDERAL ASSISTANCE FOR  
MASTER PLAN UPDATE  
PART IV PROGRAM NARRATIVE

GEOGRAPHIC LOCATION

Atkinson Municipal Airport is owned and operated by the City of Pittsburg, Kansas. It is located at the Northwest corner of the City in Sections 1 and 12-T30S-R24E. See attached map.

OBJECTIVES, NEEDS AND BENEFITS EXPECTED

The current Airport Master Plan was updated in 1994. Conditions at the airport, in the City of Pittsburg and within the aviation community have undergone major changes since that date. The proposed update of the current master plan would serve to provide a better guide for future improvements at the airport for the City and the Federal Aviation Administration.

The cost of this project is estimated at \$233,479. This exceeds the City's capability for funding.

APPROACH

The following schedule of work is anticipated at this time.

Consultant Notice to Proceed on June 1, 2009

Complete Master Plan before May 31, 2010

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

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

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

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

**1. Objective:**

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

**2. Benefits Anticipated:**

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

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

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

**4. Geographic Location:**

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

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

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

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

**ASSURANCES**  
**Airport Sponsors**

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**A. General.**

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

**B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

**C. Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

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

**Federal Legislation**

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

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

#### Executive Orders

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

#### Federal Regulations

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

- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.<sup>1 2</sup>
- m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.<sup>1</sup>
- o. 49 CFR Part 29 – Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>

#### Office of Management and Budget Circulars

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

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

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

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

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

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

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person

to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

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

**4. Good Title.**

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

**5. Preserving Rights and Powers.**

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

property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
  - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
  7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
  8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
  9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
  10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
  11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such

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

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
  - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
  - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved

plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.

17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
  - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
  - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
  - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
  - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
  - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
  - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
  - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.
19. **Operation and Maintenance.**
- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably

operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary.

In furtherance of this assurance, the sponsor will have in effect arrangements for-

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

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

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

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

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

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
  - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.
- It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations,

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

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

**25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, *including the airport*, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

**26. Reports and Inspections.** It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use

agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
  - d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
    - (i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
    - (ii) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.
27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-
- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
  - b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.
29. **Airport Layout Plan.**
- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall

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

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

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

31. **Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

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

- 32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
- 33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_ and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
- 36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport, however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure

non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

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

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date

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

Dated: 3/21/2007

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

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

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

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

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

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

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

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

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

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

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

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



## Interoffice Memorandum

**TO:** JOHN VANGORDEN, JON GARRISON, TAMMY NAGEL,  
JESSILYN NOKES  
**FROM:** DEENA HALLACY  
**DATE:** JUNE 23, 2009  
**SUBJECT:** AGENDA ITEM – NONPROFIT GRANT REVIEW

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The City advertised for Nonprofit Grant Applications in the Morning Sun and also sent out notices to all known nonprofit organizations in the community and in Crawford County. Applications were accepted through May 31, 2009. We received six grant applications, all of which were reviewed by the Citizen's Advisory Board in their meeting of June 2, 2009.

Attached is a list of all grant applications received along with a quick summary of each and the amount of the request. We have also attached the CAB's minutes from that meeting.

The Citizen's Advisory Board submits to the City Commission for your review and approval the following grant applications:

Crisis Resource Center	\$1,000	Minor Repairs to the shelter
Hearts & Hammers	\$5,000	Building Mtrls for 2010 project
Nazarene Church	\$2,500	Home repairs
Broadway Tower Corp	\$5,000	Renovation of community kitchen
Habitat for Humanity	\$5,000	Building Mtrls for new home

Please place this item on the agenda for review and approval for the grant year 2009 (July 1, 2009- June 30, 2010) All funds must be expended prior to June 30, 2010.

**CITIZEN'S ADVISORY BOARD  
ON NEIGHBORHOOD REVITALIZATION  
MINUTES OF MEETING  
JUNE 2, 2009**

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MEMBERS ATTENDING: CHARLEY BUTLER, CHAIR  
CRAIG CHRONISTER, VICE CHAIR  
MARILYN PETERSON  
STEVE BITNER  
TINA SMITH

MEMBERS ABSENT: JUDY WESTHOFF, 2<sup>ND</sup> VICE CHAIR

STAFF ATTENDING: DEENA HALLACY

GUEST ATTENDING: NONE

Charley Butler, Chair called the meeting to order at 4:40PM.

- 1) **APPROVAL OF MINUTES OF LAST MEETING** – MARCH 26, 2009  
Steve Bitner moved to approve the minutes. Craig Chronister seconded the motion and it passed unanimously.
- 2) **NEW BUSINESS:**
  - a) **HOUSING REHAB LOAN APPLICATION FEE** – Deena explained that the loan fee was too low as the current cost to obtain a limited title search on a property is \$100.00. She asked the Board to consider raising the application fee to \$150 to cover all costs to process the loan. The Board discussed the fee and there was some discussion on the fee being a lot of money for a low income family to gather that money up front. The members agreed that any costs incurred should be borne by the applicant. The amount can be rolled into the loan but if the loan does not go through, then all costs to the City should be recouped if possible. Steve Bitner moved to charge the actual cost of title work and cost to file mortgage and any other costs to process the loan, allow it to be rolled into the loan, and to recoup all costs. Marilyn Peterson seconded the motion.
  - b) **HOUSING REHABILITATION GUIDELINES** – Deena explained to the Board that they needed to discuss the targeted area for this program created using funds from the Presbyterian Church Fund. When the City of Pittsburg designs a program, it is usually targeted for the City of Pittsburg city limits. However, the Presbyterian Church funds have been identified as available for Crawford County. The intent of today's discussion is to

identify ways to have the funds available to those in need in Crawford County. Deena explained that with this design of the Housing Rehabilitation program, we are not bidding out the work. The owner who is the borrower will be responsible for obtaining bids from contractors of their choice. The City of Pittsburg will ensure they are licensed in the City of Pittsburg and they are licensed with the State of Kansas in Lead Safe Work Practices. The City will ensure that an inspection is completed and all codes for the City of Pittsburg are met when it is a borrower in Pittsburg. However, there are no code requirements in the County. Therefore, there is no one to call upon in the County to ensure that the work has been completed in a professional manner. Deena also explained that with the budget cuts in place, driving into other Crawford County areas would be scrutinized. Deena explained that in Pittsburg, staff will do an initial inspection to review the need as documented by the borrower. We would ensure that a building permit is obtained and that periodic inspections will be done by the codes enforcement division.

After much discussion, the Board members agreed that it was necessary to be inclusive of the Crawford County area. To ensure that the City of Pittsburg is reimbursed for travel time and staff time outside the city limits, they wanted costs to be identified with each trip and billed to the administration funds from the Presbyterian Church Fund, but not to be included in the \$18,000 loaned for repairs. The Board wanted to ensure that the word gets out that the funds are available; flyers in community centers, addressing the County Commissioners, weatherization partnership with SEK-CAP where they can refer their customers who need repairs before weatherization can be done. Motion: Marilyn Peterson moved to extend services for the Housing Rehabilitation Program outside the City of Pittsburg into Crawford County and that costs incurred by the City of Pittsburg will be drawn from the existing Administration money available through the Presbyterian Church Fund. Charley Butler seconded the motion and it passed unanimously.

- c) REVIEW AND AWARD OF NONPROFIT GRANTS:** Copies of all grant applications (six) were provided in a packet of information to members of the Board prior to this meeting. Funding available is limited to a total of \$20,000 with a maximum award per grant application of \$5,000. Board members discussed the grant guidelines that needed to be followed and the intent of the grant. Below is a brief paragraph of each application, the grant amount requested, and the discussion by the Board.

BROADWAY TOWER CORP (KNIGHTS OF COLUMBUS  
TOWERS)  
AMOUNT OF REQUEST: \$5,000  
PURPOSE: REMODEL COMMUNITY KITCHEN

This grant is different from others in that it does not require any work on the client's units directly. The Board members liked the collaboration between organizations to accomplish the request. It does not directly benefit housing units.

CRISES RESOURCE CENTER  
AMOUNT OF REQUEST: \$877.96  
PURPOSE: REPAIRS ON THE SHELTER FOR VICTIMS OF  
DOMESTIC VIOLENCE

This is a home for victims of domestic violence even though temporary. The general consensus was the amount should be increased and that we should not take requests for less than \$1,000.

FIRST CHURCH OF THE NAZARENE  
NEHEMIAH BUILDERS  
NEHEMIAH BULDERS  
AMOUNT OF REQUEST: \$5,000  
PURPOSE: HOME REPAIRS FOR APPROX. 20 PEOPLE

There was not enough information to make a decision on fully funding this request. Need to give a historical of what they have done in the past and what their process was to disperse funds. Discussion was to limit amount this year with an understanding to have more information in future applications.

HEARTS & HAMMERS  
AMOUNT REQUESTED: \$5,000  
PURPOSE: BUILDING MATERIALS FOR THE ANNUAL  
HOME REPAIR PROJECT.

Hearts & Hammers is a worthy organization with a successful past. Board members aware of the project and know it will assist 12-15 homeowners next year.

HABITAT FOR HUMANITY  
AMOUNT REQUESTED: \$5,000  
PURPOSE: BUILDING MATERIALS FOR A NEW HOME  
LOCATED AT 813 W. KANSAS FOR A FAMILY OF 3.  
ALREADY BROKE GROUND ON MAY 10<sup>TH</sup>, 2009

Board interested in the Habitat projects. They help improve condition of neighborhoods and create affordable housing for families of limited incomes. Great program.

SKIL (SOUTHEAST KANSAS INDEPENDENT LIVING)  
AMOUNT REQUESTED: \$5,000  
PURPOSE: MOBILE RAMP FOR DISABLED CLIENTS  
NUMBER OF USES IS UNLIMITED

The idea of the mobile ramp is a worthwhile effort, but members would prefer placement be permanent. Members would like to see this organization come back next year with intent to build a more permanent structure.

Steve Bitner passed around a tally sheet so that each member could now vote on which organizations they would like to vote for to receive funds. Numbers were written by each organization based upon each members vote; 1 for top pick, 2 for 2<sup>nd</sup>, etc. Amounts were determined by tally. Based upon the tally sheets, the following organizations were ranked:

Crisis Resource Center	\$1,000
Hearts & Hammers	\$5,000
First Church of Nazarene	\$2,500
Broadway Tower Corp	\$5,000
Habitat for Humanity	\$5,000

Marilyn Peterson moved to submit the awards for each organization and amounts as listed above to the City Commission for review and approval. Tina Smith seconded the motion and it passed unanimously.

**3) ADDITIONAL ITEMS FROM BOARD MEMBERS:**

None

**4) ADJOURNMENT** – Meeting adjourned at 6:03 pm.

Respectfully submitted,

Deena Hallacy

**PRESBYTERIAN CHURCH FUND  
NONPROFIT GRANTS  
2009**

- **BROADWAY TOWER CORP(AKA: KNIGHTS OF COLUMBUS)**
  - **REQUEST: \$5,000**
  - **BENEFICIARIES: 89+**
  - **KITCHEN RENOVATION IN SOCIAL HALL**
- **CRISIS RESOURCE CENTER**
  - **REQUEST: \$877.96**
  - **BENEFICIARIES: 150**
  - **MINOR REPAIRS FOR PITTSBURG SHELTER**
- **FIRST CHURCH OF NAZARENE**
  - **REQUEST: \$5,000**
  - **BENEFICIARIES: 20**
  - **NEHEMIAH BUILDERS – REHAB PROJECTS**
- **HABITAT FOR HUMANITY**
  - **REQUEST: \$5,000**
  - **BENEFICIARIES: 3**
  - **CONSTRUCTION MATERIALS FOR FAMILY OF 3**
- **HEARTS & HAMMERS**
  - **REQUEST: \$5,000**
  - **BENEFICIARIES: 12-15 RESIDENCES**
  - **CONSTRUCTION MATERIALS FOR 12-15 RESIDENCES**
- **SKIL**
  - **REQUEST: \$5,000**
  - **BENEFICIARIES: UNLIMITED ?**
  - **MOBILE RAMPS FOR DISABLED**