

## Table of Contents

Agenda . . . . .	3
Proclamation - Americans with Disabilities Act - Received by Lou Ann Colyer	
ADA Proclamation . . . . .	6
Approval of the July 9, 2013, City Commission Meeting minutes.	
07-09-2013 City Commission Meeting Minutes . . . . .	7
Approval of Ordinance No. G-1181 amending subsection (a) and creating a new subsection (d) of Section 78-33 of the Pittsburg City Code increasing the maximum speed limit on Broadway Street between 2nd Street and Euclid Street from 20 miles per hour to 30 miles per hour.	
Ordinance Increasing Speed on South Broadway Memo . . . . .	10
Crawford Co Draft Resolution EN-2733-02B . . . . .	11
G-1181 - Speed Limit Ordinance (Broadway - 2nd to Euclid . . . . .	15
Approval of staff recommendation to forgive the 2013 loan payment due for Downtown Pittsburg Housing Partners, L.P. in the amount of \$6,666.66 and for Masonite in the amount of \$391,958.13 as both entities have met the targets stipulated in their loan documents with the City.	
Loan Forgiveness Memo . . . . .	21
Approval of staff request to declare 213 E. Quincy as surplus property and to receive bids for the sale of the property.	
213 E Quincy Surplus Property Memo . . . . .	23
Approval of Change Order No. 1 reflecting a deduct of \$5,000 making a new contract construction amount of \$69,478 for the Taylor Branch Sanitary Sewer Replacement Project, KWPCRF Project No. C20 1656 01.	
Taylor Branch Sewer CO1 Memo. . . . .	25
Taylor Branch Sewer CO1 . . . . .	26
Approval of final payment in the amount of \$117,387.89 to Lathrop Construction, Inc., of Nevada, Missouri, for the Broadway Water Line Replacement Project from Quincy to 2nd Street.	
South Broadway Water Line Final Payment Memo . . . . .	28
Broadway Water Line Final Pay Documents . . . . .	29
Approval of final payment in the amount of \$8,500 to Cardinal Roofing, Inc., of Springfield, Missouri, for the newly installed roof on the maintenance shop at the Wastewater Treatment Plant.	
WWTP Roof Repairs (Cardinal Roofing) Final Payment Memo . . . . .	36
WWTP Cardinal Roofing Final Payment Docs . . . . .	37
Approval of the Appropriation Ordinance for the period ending July 23, 2013, subject to the release of HUD expenditures when funds are received.	
CHECK LIST . . . . .	45

DOWNTOWN FACADE GRANT PROGRAM - PHASE III -  
Approval of the recommendation of the Economic Development  
Advisory Committee (EDAC) to implement Phase III of the  
Downtown Facade Grant Program using \$50,000 from the  
Revolving Loan Fund to match facade investments made by  
business owners with the condition that all work be completed  
and funds disbursed no later than December 31, 2014.

Phase III Facade Grant . . . . . 63

DISPOSITION OF BIDS - Staff is recommending approval of the  
low bid meeting specifications submitted by Strukel Electric, of  
Girard, Kansas, for the total of amount of \$356,847.75 (BASE  
BID and ADD ALTERNATE #2) for the Atkinson Municipal  
Airport Runway Lighting Project, AIP Project No. 3-20-0069-  
014.

Airport Runway Lighting Bids & Suppl Agreement Memo. . . . . 65

BID TAB - Airport Runway Lighting . . . . . 67

Airport Runway Lighting Budget . . . . . 69

SUPPLEMENTAL AGREEMENT NO. 1 - Staff is requesting  
Governing Body approval of Supplemental Agreement No. 1 to  
the original agreement dated March 26, 2013 for construction  
engineering services for improvements to the Atkinson  
Municipal Airport, AIP Project No. 3-20-0069-14, in an amount  
of \$8,377.64 and the total payment to Consultant not to exceed  
\$74,750.

Airport Runway Lighting Supp Agreement . . . . . 70

FEDERAL AVIATION ADMINISTRATION (FAA) GRANT  
AGREEMENT - Approval of staff recommendation to accept the  
grant offer from the Federal Aviation Administration (FAA) for  
the Atkinson Municipal Airport Runway Lighting Project, AIP  
Project No. 3-20-0069-014.

FAA Agreement. . . . . 75

ECONOMIC DEVELOPMENT SERVICES AGREEMENT  
ADDENDUM – Approval of an Addendum to the Economic  
Development Services Agreement between The Pittsburg Area  
Chamber of Commerce and The City of Pittsburg in which the  
Chamber will perform the services related to the location of  
industry and manufacturing businesses in the City.

Addendum to Economic Development Agreement . . . . . 120

ECONOMIC DEVELOPMENT SERVICES AGREEMENT –  
Approval of the agreement between The Pittsburg Area  
Chamber of Commerce and The City of Pittsburg in which the  
Chamber will perform the services related to the location of  
industry and manufacturing businesses in the City for the year  
beginning January 1, 2014.

2014 Chamber Agreement . . . . . 122

\* This **REVISED** agenda reflects the following changes on the "Consider the Following" portion of the agenda: (1) the addition of item "d" regarding a grant from the FAA, (2) the removal of item "e" regarding design/build services for Emergency Power Generation at the Water Treatment Plant, and (3) the addition of attachments to newly lettered items "e" and "f" regarding agreements between the City and Chamber of Commerce for Economic Development Services.

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, July 23, 2013**  
**5:30 PM**

---

**CALL TO ORDER BY THE MAYOR:**

- a. Invocation by Gary Gugala of the Salvation Army
- b. Flag Salute Led by the Mayor
- c. Proclamation - Americans with Disabilities Act - Received by Lou Ann Colyer
- d. Public Input

**CONSENT AGENDA:**

- a. Approval of the July 9, 2013, City Commission Meeting minutes.
- b. Approval of Ordinance No. G-1181 amending subsection (a) and creating a new subsection (d) of Section 78-33 of the Pittsburg City Code increasing the maximum speed limit on Broadway Street between 2nd Street and Euclid Street from 20 miles per hour to 30 miles per hour. **First Reading, if the Governing Body concurs.**
- c. Approval of staff recommendation to forgive the 2013 loan payment due for Downtown Pittsburg Housing Partners, L.P. in the amount of \$6,666.66 and for Masonite in the amount of \$391,958.13 as both entities have met the targets stipulated in their loan documents with the City.
- d. Approval of staff request to declare 213 E. Quincy as surplus property and to receive bids for the sale of the property.
- e. Approval of Change Order No. 1 reflecting a deduct of \$5,000 making a new contract construction amount of \$69,478 for the Taylor Branch Sanitary Sewer Replacement Project, KWPCRF Project No. C20 1656 01.
- f. Approval of final payment in the amount of \$117,387.89 to Lathrop Construction, Inc., of Nevada, Missouri, for the Broadway Water Line Replacement Project from Quincy to 2nd Street.
- g. Approval of final payment in the amount of \$8,500 to Cardinal Roofing, Inc., of Springfield, Missouri, for the newly installed roof on the maintenance shop at the Wastewater Treatment Plant.

\* This **REVISED** agenda reflects the following changes on the "Consider the Following" portion of the agenda: (1) the addition of item "d" regarding a grant from the FAA, (2) the removal of item "e" regarding design/build services for Emergency Power Generation at the Water Treatment Plant, and (3) the addition of attachments to newly lettered items "e" and "f" regarding agreements between the City and Chamber of Commerce for Economic Development Services.

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, July 23, 2013**  
**5:30 PM**

---

- h. Approval of the Appropriation Ordinance for the period ending July 23, 2013, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

**SPECIAL PRESENTATION:**

- a. JOPLIN REGIONAL PROSPERITY INITIATIVE - Representatives from the Joplin Regional Prosperity Initiative (JRPI) will present an update on their progress. **Receive for file.**

**CONSIDER THE FOLLOWING:**

- a. DOWNTOWN FACADE GRANT PROGRAM - PHASE III - Approval of the recommendation of the Economic Development Advisory Committee (EDAC) to implement Phase III of the Downtown Facade Grant Program using \$50,000 from the Revolving Loan Fund to match facade investments made by business owners with the condition that all work be completed and funds disbursed no later than December 31, 2014. **Approve or disapprove recommendation of the Economic Development Advisory Committee.**
- b. DISPOSITION OF BIDS - Staff is recommending approval of the low bid meeting specifications submitted by Strukel Electric, of Girard, Kansas, for the total of amount of \$356,847.75 (BASE BID and ADD ALTERNATE #2) for the Atkinson Municipal Airport Runway Lighting Project, AIP Project No. 3-20-0069-014. **Approve or disapprove low bid and, if approved, authorize the Mayor and City Clerk to execute the contract documents when prepared.**
- c. SUPPLEMENTAL AGREEMENT NO. 1 - Staff is requesting Governing Body approval of Supplemental Agreement No. 1 to the original agreement dated March 26, 2013 for construction engineering services for improvements to the Atkinson Municipal Airport, AIP Project No. 3-20-0069-14, in an amount of \$8,377.64 and the total payment to Consultant not to exceed \$74,750. **Approve or disapprove staff's request and, if approved, authorize the Mayor and City Clerk to execute Supplemental Agreement No. 1 on behalf of the City of Pittsburg.**

\* This **REVISED** agenda reflects the following changes on the "Consider the Following" portion of the agenda: (1) the addition of item "d" regarding a grant from the FAA, (2) the removal of item "e" regarding design/build services for Emergency Power Generation at the Water Treatment Plant, and (3) the addition of attachments to newly lettered items "e" and "f" regarding agreements between the City and Chamber of Commerce for Economic Development Services.

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, July 23, 2013**  
**5:30 PM**

---

- d. FEDERAL AVIATION ADMINISTRATION (FAA) GRANT AGREEMENT - Approval of staff recommendation to accept the grant offer from the Federal Aviation Administration (FAA) for the Atkinson Municipal Airport Runway Lighting Project, AIP Project No. 3-20-0069-014. **Approve or disapprove acceptance of grant and, if approved, authorize the City Manager to sign the grant documents on behalf of the City.**
  
- e. ECONOMIC DEVELOPMENT SERVICES AGREEMENT ADDENDUM – Approval of an Addendum to the Economic Development Services Agreement between The Pittsburg Area Chamber of Commerce and The City of Pittsburg in which the Chamber will perform the services related to the location of industry and manufacturing businesses in the City. **Approve or disapprove Addendum and, if approved, authorize the Mayor to sign the Addendum on behalf of the City.**
  
- f. ECONOMIC DEVELOPMENT SERVICES AGREEMENT – Approval of the agreement between The Pittsburg Area Chamber of Commerce and The City of Pittsburg in which the Chamber will perform the services related to the location of industry and manufacturing businesses in the City for the year beginning January 1, 2014. **Approve or disapprove agreement and, if approved, authorize the Mayor to sign the agreement on behalf of the City.**
  
- g. 2014 BUDGET - Consider the 2014 City budget for adoption. A Public Hearing is scheduled for August 13th, 2013, as prescribed by law, to be held in the City Commission Room, located in the Law Enforcement Center at 201 North Pine, at 5:30 p.m., for the purpose of hearing and answering questions relating to the 2013 Budget. **Take that action deemed appropriate.**

**NON-AGENDA REPORTS & REQUESTS:**

**ADJOURNMENT**

Office of the Mayor  
CITY OF PITTSBURG, KANSAS

# Proclamation

*Whereas:* Pittsburg citizens with disabilities play a critical role in forging and shaping the identity of our community, impacting us all through personal experience or through the experience of a family member, neighbor, coworker, or friend; and

*Whereas:* We are strengthened as a community by striving to ensure that every member of our community has equal access to employment, education, recreation, cultural activities, and civic life; and

*Whereas:* The economic empowerment made possible through expanded employment opportunities for people with disabilities contributes to the development of strong families, a robust local economy, and a healthier community for us all; and

*Whereas:* Citizens with disabilities are a major component of the diversity in Pittsburg, and contribute to a richer experience and more vibrant community for Pittsburg residents; and

*Whereas:* We continue in our daily work to further expand opportunities for citizens with disabilities by eliminating the barriers and false perceptions that present obstacles to full participation; and

*Whereas:* The 23<sup>rd</sup> Anniversary of the passage of the Americans with Disabilities Act is an opportunity to recognize the contributions and accomplishments of citizens with disabilities and to underscore our community's commitment to the full inclusion of all.

*Now, Therefore,* I, Michael E. Gray, Mayor of the City of Pittsburg, Kansas, do hereby recognize and celebrate the progress that has been made under the **AMERICANS WITH DISABILITIES ACT** by recommitting Pittsburg to its principles of equality and inclusion and by reaffirming our determination to attain a community that affords independence, justice, and dignity for all.

Dated this 23<sup>rd</sup> day of July, 2013.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
July 9<sup>th</sup>, 2013

---

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, July 9<sup>th</sup>, 2013, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Michael Gray presiding and the following members present: John Ketterman, Chuck Munsell, Monica Murnan and Patrick O'Bryan.

Martin Dickinson of the All Saints Anglican Church provided the invocation.

Mayor Gray led the flag salute.

PUBLIC INPUT –

APPROVAL OF MINUTES – JUNE 25<sup>th</sup>, 2013 – On motion of Patrick O'Bryan, seconded by Chuck Munsell, the Governing Body approved the minutes of the June 25<sup>th</sup>, 2013, City Commission Meeting as submitted.

CEREAL MALT BEVERAGE LICENSE – KIWANIS CLUB – On motion of Patrick O'Bryan, seconded by Chuck Munsell, the Governing Body approved the application submitted by Kiwanis Club for a Cereal Malt Beverage License for the area of 8<sup>th</sup> Street and Broadway during the Little Balkans Day Festival to be held August 30<sup>th</sup>, August 31<sup>st</sup>, and September 1<sup>st</sup>, 2013, and directed the City Clerk to issue the license. Motion carried.

AIRPORT RUNWAY LIGHTING IMPROVEMENTS – On motion of Patrick O'Bryan, seconded by Chuck Munsell, the Governing Body authorized the City Manager to sign the FAA grant application for the Airport Runway Lighting Improvements Project, AIP Project No. 3-20-0069-014, pending receipt of bids below the Engineer's Opinion of Probable Construction Cost. Motion carried.

APPROPRIATION ORDINANCE – On motion of Patrick O'Bryan, seconded by Chuck Munsell, the Governing Body approved the Appropriation Ordinance for the period ending July 9<sup>th</sup>, 2013, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Gray, Ketterman, Munsell, Murnan and O'Bryan. Motion carried.

BID DISPOSITION – LIQUID CARBON DIOXIDE – On motion of Chuck Munsell, seconded by John Ketterman, the Governing Body approved staff recommendation to reject the low bid of \$125 per ton for the purchase of liquid carbon dioxide for use at the Water Treatment Plant provided by Praxair Distribution, Inc., of Joplin, Missouri, and to award the bid to the second low bidder, Airgas USA LLC, of Pittsburg, Kansas, based on a bid of \$135 per ton. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
July 9<sup>th</sup>, 2013

---

2014 CITY MANAGER'S SUBMITTED BUDGET – City Manager Daron Hall presented the 2014 Budget. He thanked City staff for their assistance in preparing the budget. Mr. Hall explained that the 2014 budget totals \$46,286,588 and was created with a focus on the Vision 2030 goals and objectives, absorbing the unfunded mandates passed down by the Kansas Legislature, and continuing to increase efficiencies while improving the quality of services provided to the citizens of the City of Pittsburg. He noted that it is imperative for the City to focus on reserves and customer service and to examine all programs to become more efficient and effective in the future.

ECONOMIC DEVELOPMENT SERVICES AGREEMENT –TABLED.

ORDINANCE NO. S-1004 – On motion of Patrick O'Bryan, seconded by John Ketterman, the Governing Body approved Ordinance No. S-1004 to submit to the qualified electors of the City of Pittsburg the proposition of levying an additional city retailers' sales tax in the amount of one-half of one percent (0.5%) within the City of Pittsburg effective January 1, 2014, and to continue for a time period not to exceed ten (10) years from the date such additional tax is first collected, with the proceeds therefrom to be used for the purpose of improving public safety, on first and only reading. Motion carried.

NON-AGENDA REPORTS AND REQUESTS:

Director of Public Works Bill Beasley provided an update on the street projects that are currently ongoing. He stated he would like to point out that in order to alleviate additional costs for mobilization; the City hired a contractor to come in and mill all the streets including Quincy, Grand Oaks Estates, E. 4<sup>th</sup> Street, Walnut and Joplin.

- The portion of Quincy from the KCS Railroad track east to Rouse has been completed. The milling has been completed and the leveling course applied to that portion of Quincy from the track west to Homer. Barring any complications, the final lift of asphalt should be completed by the end of the week so that crews can mobilize and begin work in Grand Oaks Estates.
- Work has also begun on the construction of the ADA Ramps on Walnut and Joplin. Once those have been completed, these streets will be milled in preparation of being resurfaced.
- The asphalt surface maintenance with an asphalt rejuvenating agent will be done later in the fall.

Mr. Beasley stated staff would continue to place updates on Channel 6, the City's website and would also look at placing updates on the City's Facebook page to keep citizens informed of the progress being made by the City.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
July 9<sup>th</sup>, 2013

---

ADJOURNMENT: On motion of John Ketterman, seconded by Patrick O'Bryan, the Governing Body adjourned the meeting at 6:35 p.m. Motion carried.

\_\_\_\_\_  
Michael E. Gray, Mayor

ATTEST:

\_\_\_\_\_  
Joye VanGorden, Deputy City Clerk



DEPARTMENT OF PUBLIC WORKS

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

(620) 231-4170

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** July 17, 2013

**SUBJECT:** Agenda Item – July 23, 2013  
Ordinance No. G-1181  
Increase Speed on Broadway Street Between 2<sup>nd</sup> Street and Euclid Street

---

The City staff recently completed a traffic study of South Broadway between 2<sup>nd</sup> Street and Euclid Street. Results of this study indicated that even though the posted speed of this section of Broadway Street was 20 mph, 85% of the traffic using this section of Broadway Street traveled at a rate of speed in excess of 20 mph.

As a result of the study, the Traffic Advisory Board recommended the speed be increased to 30 mph, which is the same rate of speed south of Euclid Street. Since Broadway Street is a US Highway, it requires the review and approval of KDOT. After reviewing the result of the study, KDOT has passed a Speed Resolution that recommends that certain speed zones be established at 30 mph, which includes Broadway Street between 2<sup>nd</sup> Street and Euclid Street.

In this regard, the City Attorney has prepared Ordinance No. G-1181 increasing the maximum speed limit on Broadway Street between 2<sup>nd</sup> Street and Euclid Street from 20 mph to 30 mph. Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 23, 2013. Action being requested is approval of Ordinance No. G-1181 on FIRST READING.

Attachment: Ordinance No. G-1181

**STATE OF KANSAS  
KANSAS DEPARTMENT OF TRANSPORTATION**

**DISTRICT FOUR  
EN-2733-02B**

**SPEED RESOLUTION FOR CRAWFORD COUNTY, KANSAS**

A review of the traffic conditions existing on state highway system in Crawford County has been requested.

The Bureau of Transportation Safety and Technology of the Kansas Department of Transportation has completed a road safety audit or traffic study in Crawford County and recommends that speed zones be established.

Pursuant to the provisions of K.S.A. 8-1559, the Secretary of Transportation hereby declares that the reasonable speeds are as follows:

<b>US69</b>				
<i>Speed</i>	<i>Beg. County Mile Post</i>	<i>Beg. Description</i>	<i>End County Mile Post</i>	<i>End Description</i>
65	0.000	Cherokee/Crawford Line	3.026	S JCT US-69BUS/Centennial/US-69 BYPASS
55	3.026	S JCT US-69BUS/Centennial/US-69 BYPASS	7.680	N JCT US-69BUS/Atkinson/US-69BYPASS
45	7.680	N JCT US-69BUS/Atkinson/US-69BYPASS	9.301	south end of the RCB Bridge number 003
55	9.301	south end of the RCB Bridge number 003	9.690	JCT US-69/US-160
65	9.690	JCT US-69/US-160	23.980	Crawford/Bourbon Line

<b>US69 BUS-Arma</b>				
<i>Speed</i>	<i>Beg. County Mile Post</i>	<i>Beg. Description</i>	<i>End County Mile Post</i>	<i>End Description</i>
45	0.000	JCT US-69/K-47/US-69 Alt Franklin-Arma	1.410	north of W 1 <sup>st</sup> St – Franklin
55	1.410	north of W 1 <sup>st</sup> St – Franklin	1.899	W Hector St/SCL of Arma
30	1.899	W Hector St/ SCL of Arma	2.678	North Access Rd/NCL of Arma
40	2.678	North Access Rd/NCL of Arma	2.984	N JCT US-69/US-69 Alt Franklin-Arma

US69 BUS-Pittsburg				
<i>Speed</i>	<i>Beg. County Mile Post</i>	<i>Beg. Description</i>	<i>End County Mile Post</i>	<i>End Description</i>
30	0.000	S JCT US-69/US-69BUS – Centennial Dr	2.037	2 <sup>nd</sup> St
20	2.037	2 <sup>nd</sup> St	2.637	14 <sup>th</sup> St
35	2.637	14 <sup>th</sup> St	3.401	mid-block between 23th St & 24 <sup>th</sup> St
40	3.401	mid-block between 23th St & 24 <sup>th</sup> St	4.141	N JCT US-69/US-69BUS – Atkinson St

US160				
<i>Speed</i>	<i>Beg. County Mile Post</i>	<i>Beg. Description</i>	<i>End County Mile Post</i>	<i>End Description</i>
45	9.690	JCT US-69/US-160	10.962	0.220 mile east of 230 <sup>th</sup> St/Cayuga St (ECL Frontenac)
65	10.962	0.220 mile east of 230 <sup>th</sup> St/Cayuga St. (ECL Frontenac)	14.538	Kansas/Missouri Line

K3				
<i>Speed</i>	<i>Beg. County Mile Post</i>	<i>Beg. Description</i>	<i>End County Mile Post</i>	<i>End Description</i>
60	0.000	JCT K-47	2.975	185 feet south of Bredehoeft St/SCL of Brazilton
50	2.975	185 feet south of Bredehoeft St/SCL of Brazilton	3.325	0.133 mile north of Ash St/NCL of Brazilton
60	3.325	0.133 mile north of Ash St/NCL of Brazilton	10.203	south access to baseball field/SCL of Hepler
30	10.203	south access to baseball field/SCL of Hepler	10.698	4 <sup>th</sup> St
60	10.698	4 <sup>th</sup> St	11.467	Crawford/Bourbon Line

K7				
<i>Speed</i>	<i>Beg. County Mile Post</i>	<i>Beg. Description</i>	<i>End County Mile Post</i>	<i>End Description</i>
40	0.000	Oklahoma/Cowley Line (SCL Cherokee) JCT US-400/K-7	0.375	300 feet north of Magnolia St/NCL Cherokee
65	0.375	300 feet north of Magnolia St/NCL Cherokee	11.444	Southern Blvd/SCL Girard

K7 cont.				
30	11.444	Southern Blvd/SCL Girard	12.129	Buffalo St
20	12.129	Buffalo St	12.577	Walnut St
30	12.577	Walnut St	12.963	N Ryan St/NCL Girard
60	12.963	N Ryan St/NCL Girard	23.933	Crawford/Bourbon Line

K47				
<i>Speed</i>	<i>Beg. County Mile Post</i>	<i>Beg. Description</i>	<i>End County Mile Post</i>	<i>End Description</i>
65	0.000	Neosho/Crawford Line	12.384	Enterprise Dr
55	12.384	Enterprise Dr	12.513	0.120 mile west of Hospital Dr/WCL of Girard
40	12.513	0.120 mile west of Hospital Dr/WCL of Girard	12.916	west of Western
30	12.916	west of Western	13.738	RR Crossing
40	13.738	RR Crossing	14.000	Sinnet St/ECL of Girard
65	14.000	Sinnet St/ECL of Girard	21.063	JCT US-69/K-47

K126				
<i>Speed</i>	<i>Beg. County Mile Post</i>	<i>Beg. Description</i>	<i>End County Mile Post</i>	<i>End Description</i>
55	0.000	Cherokee/Crawford Line	0.758	0.100 mile south of 7 <sup>th</sup> St-McCune
50	0.758	0.100 mile south of 7 <sup>th</sup> St-McCune	1.158	N of RS1138/CR 510/5 <sup>th</sup> St - McCune
55	1.158	N of RS1138/CR 510/5 <sup>th</sup> St - McCune	20.063	RS173/CR200
45	20.063	RS173/CR200	21.089	JCT US-69BYPASS/WCL of Pittsburg
30	21.089	JCT US-69BYPASS/WCL of Pittsburg	23.348	Water St
40	23.348	Water St	24.093	Free Kings Hwy
55	24.493	Free Kings Hwy	26.918	Kansas/Missouri Line

K146				
<i>Speed</i>	<i>Beg. County Mile Post</i>	<i>Beg. Description</i>	<i>End County Mile Post</i>	<i>End Description</i>
60	0.000	Neosho/Crawford County Line (WCL Walnut)	0.218	Catalpa St
35	0.218	Catalpa St	1.000	Magnolia St
55	1.000	Magnolia St	6.564	JCT K-3/K-146

K277				
<i>Speed</i>	<i>Beg. County Mile Post</i>	<i>Beg. Description</i>	<i>End County Mile Post</i>	<i>End Description</i>
55	0.000	JCT K-7/K-277	0.710	JCT K-277

Traffic signs shall be installed to give notice to the traveling public of the speed limits as set forth above and shall be erected and maintained as directed by the Secretary of Transportation of the State of Kansas. These signs shall conform in all respects to the requirements of the most recent edition of the *Manual on Uniform Traffic Control Devices*, which is a Federal Highway Administration standard adopted by the Secretary of Transportation pursuant to K.S.A. 8-2003.

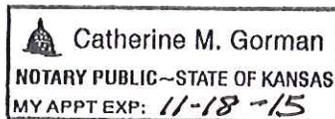
All previous resolutions authorizing speed zones in Crawford County are hereby rescinded.

Michael S. King  
Secretary of Transportation

Date July 15, 2013

By Brian D. Gower  
Brian D. Gower, P.E.  
State Traffic Engineer

STATE OF KANSAS  
COUNTY OF SHAWNEE



Subscribed and sworn to before me this 15<sup>th</sup> day of July, 2013.

Catherine M. Gorman  
Notary Public

**ORDINANCE NO. G-1181**

AN ORDINANCE amending subsection (a) and creating a new subsection (d) of Section 78-33 of the Pittsburg City Code increasing the maximum speed limit on Broadway Street between 2<sup>nd</sup> Street and Euclid Street from 20 miles per hour to 30 miles per hour.

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

Section 1:

(a) Except as set forth herein, and when a special hazard exists that requires lower speed for compliance with Section 78-32, the limits specified in this Section or established as authorized in this Section shall be maximum lawful speeds, and no person shall drive a vehicle at a speed in excess of such maximum limits:

- (1) 20 miles per hour in the planned central business district;
- (2) 20 miles per hour in or adjacent to any park; except for East 4th Street next to Schlanger Park;
- (3) 55 miles per hour on U.S. Highway 69; and
- (4) 30 miles per hour in all other locations.

The maximum speed limit established by or pursuant to this subsection shall be of force and effect regardless of whether signs are posted giving notice thereof.

(b) No person shall drive a school bus to or from school or interschool or intraschool functions or activities at a speed greater than 45 miles per hour on any roadway having dirt, sand or gravel surface, and in no event shall a school bus be driven to and from school or activities in excess of 55 miles per hour, notwithstanding any maximum speed limit in excess thereof. The provisions of this subsection shall apply to buses used for the transportation of students enrolled in community junior colleges or area vocational schools when such buses are transporting students to or from school functions or activities.

(c) The Governing Body having determined upon the basis of an engineering and traffic investigation that the speed limit permitted under state law and subsection (a) of this Section is greater than is reasonable or safe under the conditions found to exist upon the following streets and/or parts of streets, declares that the reasonable and safe speed limit on the streets and/or parts of streets herein designated to be 20 miles per hour and when appropriate signs are erected giving notice of such speed limit, no person shall drive a vehicle in excess of 20 miles per hour on the following streets and/or parts of streets:

- (1) On East Lindburg Avenue between South Broadway Street and south Joplin Avenue;
- (2) On South Joplin Avenue between Miller Street and Suncrest Drive;
- (3) On East Cleveland Avenue between South Joplin Avenue and South Broadway Street;
- (4) On South Joplin Avenue between Carlton Avenue and Ford Avenue;
- (5) On North Michigan Street between East 14th and East 17th Streets; and
- (6) On Memorial Drive between North Walnut Street and North Catalpa Avenue.

(d) The Governing Body having determined upon the basis of an engineering and traffic investigation that the speed limit permitted under state law and subsection (a) of this Section is less than is reasonable or safe under the conditions found to exist upon such streets, declares that the reasonable and safe speed limit on the streets and/or parts of the streets designated to be 30 miles per hour and when appropriate signs are erected giving notice of such speed limit, no person shall drive a vehicle in excess of 30 miles per hour on Broadway Street between 2<sup>nd</sup> Street and Euclid Street.

(e) The Governing Body having determined upon the basis of an engineering and traffic investigation that the speed limit permitted under state law and subsection (a) of this Section is less than is reasonable or safe under the conditions found to exist upon such streets, declares that the reasonable and safe speed limit on the streets and/or parts of the streets designated to be 40 miles per hour and when appropriate signs are erected giving notice of such speed limit, no person shall drive a vehicle in excess of 40 miles per hour on the following streets and/or parts of streets:

- (1) On Centennial Drive from California Street to the east City limits;
- (2) On Rouse Street from 1st Street to Centennial Drive;
- (3) On East 4th Street from Water Street to the east City limits;
- (4) On North Broadway Street from West 24th Street to the north City limits;  
and
- (5) On Rouse Street from 11th Street to the north City limits.

(f) The reasonable and safe speed limit on the streets and/or parts of streets

designated shall be 35 miles per hour, and, when appropriate signs are erected giving notice of such speed limit, no person shall drive a vehicle in excess of 35 miles per hour on the following streets and/or parts of streets:

- (1) On Joplin Street from Washington Street to Quincy Street;
- (2) On Michigan Street from 20th Street to Atkinson Drive;
- (3) On Joplin Street from 20th Street to Atkinson Drive;
- (4) On East 27th Street between Rouse Street and the east City limits;
- (5) On Rotary Terrace in the Pittsburg Regional Industrial Park;
- (6) On East Atkinson Drive from Michigan Street to the east City limits; and
- (7) On Free King Highway from 4th Street to the north City limits.

(g) The Governing Body having determined, upon the basis of an engineering and traffic investigation, that the speed limit permitted under state law and subsection (a) of this Section is greater than is reasonable or safe under the conditions found to exist upon streets and/or parts of streets abutting and/or adjacent to school property, declares that the reasonable and safe speed limit on such streets and/or parts of streets to be 20 miles per hour and when appropriate signs are erected giving notice of such speed limit, no person shall drive a vehicle in excess of 20 miles per hour between the hours of 7:30 a.m. to 4:30 p.m. on such abutting and/or adjacent streets as well as on the following streets and/or parts of streets:

**George Nettels Zone:**

West from the intersection of Deill and Homer to Fieldcrest Drive;

One-half block west of the intersection of Ford and Homer;

One-half block east of the intersection of Deill and Homer;

One-half block east of the intersection of Deill and Normal;

One-half block east of the intersection of Ford and Homer;

One-half block south of the intersection of Deill and Homer;

One-half block north of the intersection of Ford and Homer.

**Lakeside Zone:**

One-half block south of the intersection of Adams and College and the intersection of Adams and Olive;

One-half block north of the intersection of Washington and College and the intersection of Washington and Olive;

One-half block west of the intersection of College and Adams and the intersection of College and Washington;

One-half block east of the intersection of Olive and Adams and the intersection of Olive and Washington.

**Westside Zone:**

One-half block south of the intersection of 5th and Miles;

One-half block north of the intersection of 6th and Miles;

One-half block west of the intersection of Miles and 5th and the intersection of Miles and 6th;

Between West 5th and West 6th on Olive.

**Pittsburg Middle School Zone:**

One-half block north of the intersection of 14th and Elm;

One-half block east of the intersection of 14th and Elm;

One-half block east of the intersection of 13th and Joplin;

One-half block west of the intersections of North Broadway and 12th, 13th, and 14th;

From East 11th Street to one-half block north of East 14th Street on Broadway;

From East 11th Street to one-half block north of East 14th Street on Joplin.

**Meadowlark Zone:**

Three-quarter block south of the intersections of 20th Street and Home;

One-half block east of the intersections of 20th Street and Home;

One-half block west of the intersections of 20th Street and Home.

**Colgan-St. Mary's Zone:**

One-half block south of the intersection of 9th and Locust and 9th and Elm;

One-half block north of the intersections of 10th and Locust and 10th and Elm;

One-half block east of the intersections of Elm and 10th and Elm and 9th;

One-half block west of the intersections of Locust and 10th and Locust and 9th.

(h)The Governing Body having determined upon the basis of an engineering and traffic investigation that the maximum speed limit allowed under state law on Free King Highway from the intersection of East 4th Street to the center of the intersection with Countryside Drive is less than is reasonable or safe under the conditions found to exist upon such street, declares that the reasonable and safe speed limit on such street to be 35 miles per hour and when appropriate signs are erected giving notice of such speed limit, no person shall drive a vehicle in excess of 35 miles per hour thereon.

(i)The Governing Body having determined upon the basis of an engineering and traffic investigation that the maximum speed limit allowed under state law is less than is reasonable or safe under the conditions found to exist upon the following streets, declares that the reasonable and safe maximum speed limit on the streets or parts of the streets herein designated to be 40 miles per hour and, when appropriate, signs are erected giving notice of such speed limit, no person shall drive a vehicle in excess of 40 miles per hour thereon:

- (1) On East Quincy Avenue from a point 330 feet east of Bitner Terrace to the east extended right-of-way line of Free King Highway; and
- (2) On South Rouse Avenue from a point 1,303 feet south of the intersection of Rouse Avenue and Centennial Drive south to a point 4,615 feet from such intersection.

(j)The Governing Body having determined upon the basis of an engineering and traffic investigation that the maximum speed limit allowed under state law is less than is reasonable or safe under the conditions found to exist upon the following streets, declares that the reasonable and safe maximum speed limit on the streets or parts of streets herein designated to be 45 miles per hour and when appropriate signs are erected giving notice

of such speed limit, no person shall drive a vehicle in excess of 45 miles per hour thereon:

- (1) On Atkinson Road from the west line of U.S. 69 Highway to the center of the intersection with 200th Street; and
- (2) On Free King Highway from the center of the intersection with Countryside Drive to the center of the intersection with Atkinson Road.

Section 2: Violation of this Ordinance shall be a traffic infraction, and any person found guilty of violating the provisions hereof shall be subject to the same penalty provided in Section 78-36 in said Code of the City of Pittsburg, Kansas.

Section 3: This Ordinance shall take force and effect following its publication in the official city paper.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor – Michael E. Gray

ATTEST:

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



## Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: July 17, 2013

SUBJECT: July 23, 2013 Agenda Item  
Besse Hotel/Masonite loan forgiveness

---

On December 29, 2009, the City of Pittsburg entered into a \$200,000 forgivable loan agreement with Downtown Pittsburg Housing Partners, L.P. to help facilitate the acquisition and renovation of the Besse Hotel at 121 East Fourth Street. In return, Downtown Pittsburg Housing Partners, L.P. agreed to the following annual benchmark required at the end of each year through 2040 in order to qualify for loan forgiveness:

\*Employment of at least one full-time equivalent employee

The Economic Development Advisory Committee (EDAC) has verified that Downtown Pittsburg Housing Partners, L.P. has met and exceeded these expectations for calendar year 2012 and has recommended that this year's loan payment of \$6,666.66 be forgiven.

Also, on July 10, 2012, the City of Pittsburg entered into a \$750,000 loan agreement with Masonite Corporation to expand its local operations and construct a 20,000 square foot addition to its current building located at 605 E. Jefferson Street. In return, Masonite Corporation agreed to achieve the following benchmarks by July 10, 2013, to qualify for loan forgiveness:

\*Private capital investment of at least \$600,000

\*Employment of at least 184 full-time equivalent employees

The EDAC has verified that Masonite Corporation has exceeded these expectations and has recommended that, per the loan agreement, \$391,958.13 of the loan be forgiven.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 23, 2013. Action being requested is the approval or denial of the loan forgiveness recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



DEPARTMENT OF PUBLIC WORKS

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

(620) 231-4170

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** July 17, 2013

**SUBJECT:** Agenda Item – July 23, 2013  
Declare 213 E. Quincy as Surplus Property

---

In 2009, the City of Pittsburg purchased the property at 213 E. Quincy when it was sold at an Estate Sale. This property is one of the cornering properties along the Quincy Street Improvements Project and was acquired in anticipation that a large amount of this property would be necessary for the improvements to the Quincy and Joplin intersection. The plans for this intersection have been completed and the land needed for the intersection improvement has been deeded as road right-of-way. After the transfer of this property, there is still sufficient yard in front of the dwelling to allow safe and convenient usage of the property.

In this regard, City staff would like to request that this property be declared as surplus so that it can be sold. The staff would like to take sealed bids for this structure and property and award it to the highest bidder above an established minimum bid. In establishing the minimum bid, staff has used the purchase price of approximately \$80,000 less the \$37,000 of revenue received from the rental of this property to recommend a minimum bid amount of \$50,000.

The staff anticipates conducting an OPEN HOUSE at the structure prior to the due date of the bids to allow prospective bidders to review the house. Bidders will be instructed that the property will be sold "AS IS" with no guarantees on the condition of any of the components of the house.

**MEMO TO: DARON HALL**  
**JULY 17, 2013**  
**PAGE TWO**

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 23, 2013. Action necessary will be approval or disapproval of staff's request to declare 213 E. Quincy as surplus property and to receive bids for the sale of the property.

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



**DEPARTMENT OF PUBLIC UTILITIES**

(620) 240-5126

303 Memorial Drive · Pittsburg KS 66762

[www.pittks.org](http://www.pittks.org)

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** JOHN H. BAILEY, P.E., PH.D.  
Director of Public Utilities

**DATE:** July 8, 2013

**SUBJECT:** Agenda Item – July 23, 2013  
Change Order No. 1  
Taylor Branch Sanitary Sewer Replacement  
KWPCRF Project No. C20 1656 01

---

The contractor, Bennett, Inc., of Lamar, Missouri, has submitted for approval Change Order No. 1 for the above-referenced project. This change order reflects a DEDUCT for a \$5,000 lump sum savings to substitute the use of concrete encasement in lieu of steel casing for the 18" carrier pipe. This will bring the total project cost to \$69,728.00

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 23, 2013. Action necessary will be approval or disapproval of Change Order No. 1. If you recall, the funding for this project is being paid through a State revolving loan funded by KDHE.

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

Attachment: Final Payment Documents  
Change Order No. 1

CHANGE ORDER NO. 1

Date: June 28, 2013  
PEC Project No. 335-07E03-031-0830  
Agreement Date: May 28, 2013

NAME OF PROJECT:

OWNER: City of Pittsburg, Kansas

CONTRACTOR: Bennett, Inc.

Changes are hereby made to the CONTRACT DOCUMENTS as listed and described below:

1. As per the attached letter, a \$5,000 Lump Sum DECREASE will be provided by the Contractor for the use of Concrete Encasement in lieu of Steel Casing.

Change to BID PRICE

CONTRACT BID PRICE:

The CONTRACT PRICE due to this CHANGE ORDER will be  
DECREASED/INCREASED by: \$5,000.00

The CONTRACT PRICE after this CHANGE ORDER will be: \$69,728.00

CONTRACT TIME:

The CONTRACT TIME due to this CHANGE ORDER will be Unchanged

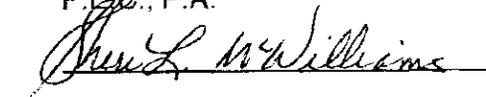
Approved by:

  
\_\_\_\_\_  
City of Pittsburg

Prepared by:

  
\_\_\_\_\_  
P.E.O., P.A.

Requested by:

  
\_\_\_\_\_  
Bennett, Inc.

February 7, 2013

City of Pittsburg, Kansas  
201 W 4th St.  
Pittsburg, KS 66762

RE: Taylor Branch Sanitary Sewer Replacement

To Whom it may Concern,

Bennett, Inc., proposes a \$5,000.00 lump sum savings to substitute 80' of concrete encasement of the 18" carrier pipe for Bid Item number 8, 80' of 30" casing pipe. This, we believe, is a substantial savings on the project and should have the desired effect of protecting the carrier pipe. The remainder of the amount for Bid Item number 8 is incidental to the creek crossing itself including dewatering, etc.

Sincerely,



Ron Bennett, VP  
Bennett, Inc

cc: Bruce D. Remsberg, P.E.



**DEPARTMENT OF PUBLIC UTILITIES** (620) 240-5126  
303 Memorial Drive · Pittsburg KS 66762 [www.pittks.org](http://www.pittks.org)

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** JOHN H. BAILEY, P.E., PH.D.  
Director of Public Utilities

**DATE:** July 8, 2013

**SUBJECT:** Agenda Item – July 23, 2013  
Final Payment  
Broadway Water Line Replacement Project  
(Quincy to 2<sup>nd</sup> Street)

---

All work on the above-referenced project has been completed and the contractor, Lathrop Construction, Inc., of Nevada, Missouri, is now requesting final payment. They are requesting final payment in the amount of \$117,387.89, which is basically the retainage for the project.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 23, 2013. Action necessary will be approval or disapproval of final payment to Bennett, Inc. in the amount of \$117,387.89. If you recall, the funding for this project is being paid through General Obligation Bonds which have already been issued.

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

Attachment: Final Payment Documents



**DEPARTMENT OF PUBLIC UTILITIES**  
 303 Memorial Drive • Pittsburg KS 66762

**PROJECT:** BROADWAY WATER LINE REPLACEMENT PROJECT (QUINCY TO 2ND STREET) **PAY APPLICATION (FINAL)**  
**CONTRACTOR:** Lathrop Construction, Inc. **DATE:** June 25, 2013  
 18352 S. 1453 Road  
 Nevada, Missouri 64772

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	ADD UNIT	DELETE UNIT	REVISED UNITS	NEW CONTRACT AMOUNT	COMPLETED		
										UNITS	% COMPLETE	VALUE
1	Mobilization	1	L.S.	\$ 10,000.00	\$ 10,000.00					1	100%	\$ 10,000.00
2	Traffic Control	1	L.S.	\$ 22,500.00	\$ 22,500.00					1	100%	\$ 22,500.00
3	Erosion Control	1	L.S.	\$ 7,500.00	\$ 7,500.00					1	100%	\$ 7,500.00
4	16" Pipe (Open Cut)	245	L.F.	\$ 88.00	\$ 21,560.00		4	241	\$ 21,208.00	241	100%	\$ 21,208.00
5	16" Pipe (Trenchless)	661	L.F.	\$ 92.00	\$ 60,812.00	9		670	\$ 61,640.00	670	100%	\$ 61,640.00
6	12" Pipe (Open Cut)	3,436	L.F.	\$ 48.75	\$ 167,505.00		2979	457	\$ 22,278.75	457	100%	\$ 22,278.75
7	12" Pipe (Trenchless)	571	L.F.	\$ 72.00	\$ 41,112.00	3054		3625	\$ 261,000.00	3625	100%	\$ 261,000.00
8	8" Pipe (Open Cut)	489	L.F.	\$ 48.00	\$ 23,472.00	2		491	\$ 23,568.00	491	100%	\$ 23,568.00
9	8" Pipe (Trenchless)	610	L.F.	\$ 70.00	\$ 42,700.00	123		733	\$ 51,310.00	733	100%	\$ 51,310.00
10	6" Pipe (Open Cut)	101	L.F.	\$ 85.00	\$ 8,585.00	123		224	\$ 19,040.00	224	100%	\$ 19,040.00
11	4" Pipe (Open Cut)	61	L.F.	\$ 65.00	\$ 3,965.00	4		65	\$ 4,225.00	65	100%	\$ 4,225.00
12	16" Valve Assembly	5	Each	\$ 7,200.00	\$ 36,000.00					5	100%	\$ 36,000.00
13	12" Valve Assembly	25	Each	\$ 1,925.00	\$ 48,125.00					25	100%	\$ 48,125.00
14	8" Valve Assembly	22	Each	\$ 1,175.00	\$ 25,850.00		1	21	\$ 24,675.00	21	100%	\$ 24,675.00
15	6" Valve Assembly	5	Each	\$ 950.00	\$ 4,750.00		5	0	\$ -	0	0%	\$ -
16	Fire Hydrant Assembly	23	Each	\$ 4,250.00	\$ 97,750.00					23	100%	\$ 97,750.00
17	Connect to Existing 2" Line	1	Each	\$ 2,250.00	\$ 2,250.00		1	0	\$ -	0	0%	\$ -
18	Connect to Existing 4" Line	3	Each	\$ 1,800.00	\$ 5,400.00					3	100%	\$ 5,400.00
19	Connect to Existing 6" Line	14	Each	\$ 2,200.00	\$ 30,800.00	1		15	\$ 33,000.00	15	100%	\$ 33,000.00
20	Connect to Existing 8" Line	3	Each	\$ 2,600.00	\$ 7,800.00					3	100%	\$ 7,800.00
21	Connect to Existing 12" Line	2	Each	\$ 4,200.00	\$ 8,400.00					2	100%	\$ 8,400.00
22	Connect to Existing 16" Line	3	Each	\$ 5,500.00	\$ 16,500.00					3	100%	\$ 16,500.00
23	Water Service (Short)	15	L.S.	\$ 875.00	\$ 13,125.00	10		25	\$ 21,875.00	25	100%	\$ 21,875.00
24	Water Service (Long)	21	L.S.	\$ 1,525.00	\$ 32,025.00	6		27	\$ 41,175.00	27	100%	\$ 41,175.00
25	Pavement Removal/Replacement	1,480	S.Y.	\$ 68.00	\$ 100,640.00		485	995	\$ 67,660.00	995	100%	\$ 67,660.00
ADD 1	Meter Replacement	1	Each	\$ 850.00						0	0%	\$ -
ADD 6"	Hydrant Extension	0	Each	\$ 296.25	\$ -	3		3	\$ 888.75	3	100%	\$ 888.75
ADD 12"	Hydrant Extension	0	Each	\$ 332.53	\$ -	2		2	\$ 665.06	2	100%	\$ 665.06
ADD 18"	Hydrant Extension	0	Each	\$ 377.35	\$ -	9		9	\$ 3,396.15	9	100%	\$ 3,396.15
ADD 24"	Hydrant Extension	0	Each	\$ 512.35	\$ -	5		5	\$ 2,561.75	5	100%	\$ 2,561.75
Change Order #1 (Total)												
ADD	Madison Street Water Line	0	L.S.	\$ 193,584.00	\$ -	1		1	\$ 193,584.00	1	100%	\$ 193,584.00

Original Contract Sum	\$ 839,126.00
Net Change by Change Orders	\$ 274,599.46
Contract Sum to Date	\$ 1,113,725.46
Total Completed	\$ 1,113,725.46
Material on Hand	\$ -
Total Completed & Stored to Date	\$ 1,113,725.46
Retainage 10%	\$ -
Total Earned Less Retainage	\$ 1,113,725.46
Less Previous Certificates for Payment	\$ 996,337.57
Current Payment to Date	\$ 117,387.89
Balance to Finish, including Retainage	\$ -

REQUESTED BY: Lathrop Construction, Inc.  
*Sarah Lathrop*

DATE: 7-2-13

REVIEWED BY: Jarrod Mendick, Water Specialist, City of Pittsburg  
*Jarrod Mendick*

DATE: 6/26/13

APPROVED BY: John H. Bailey, Director of Utilities, City of Pittsburg  
*John H. Bailey*

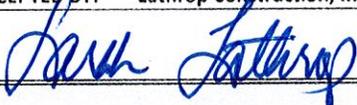
DATE: 6/25/13

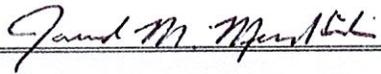


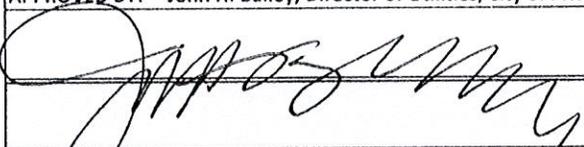
**DEPARTMENT OF PUBLIC UTILITIES**  
 303 Memorial Drive • Pittsburg KS 66762

**FINAL PAYMENT DUE CONTRACTOR**

PROJECT:	BROADWAY WATER LINE REPLACEMENT PROJECT (QUINCY TO 2ND STREET)	Date:	June 25, 2013
CONTRACTOR:	Lathrop Construction, Inc. 18352 S. 1453 Road Nevada, Missouri 64772		
ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$	839,126.00	
CHANGE ORDER NO. 1 DATED 03/06/2013.....(ADD)	\$	193,584.00	
CHANGE ORDER NO. 2 DATED 04/12/2013.....(ADD)	\$	81,015.46	
CHANGE ORDER NO. _ DATED _.....	\$	-	
CHANGE ORDER NO. _ DATED _.....	\$	-	
TOTAL CONSTRUCTION COST.....	\$	1,113,725.46	
Less Previous Payments.....	\$	996,337.57	
BALANCE DUE CONTRACTOR (FINAL PAYMENT).....	\$	117,387.89	

ACCEPTED BY: Lathrop Construction, Inc.  
  
 DATE: 7-2-13

SUBMITTED BY: Jarrod Mendicki, Water Specialist, City of Pittsburg  
  
 DATE: 6/26/13

APPROVED BY: John H. Bailey, Director of Utilities, City of Pittsburg  
  
 DATE: 6/15/13

DATE OF APPROVAL BY CITY COMMISSION: \_\_\_\_\_



# Mid-Continent Casualty Company

TO: CITY CLERK  
CITY OF PITTSBURG  
PITTSBURG, KANSAS 66762

PROJECT: South Broadway Water Line Replacement  
(Quincy to 2nd Street)  
Bond No. 1009882

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>State of Kansas, <u>Crawford</u> County</p> <p>On this <u>2nd</u> day of <u>July</u>, 20<u>13</u>, before me, a Notary Public in and for the aforementioned County and State, personally appeared <u>Sarah Lathrop</u>, to me known to be the identical person who executed the above statement.</p> <p><u>Tamara Nagel</u> Notary Public</p> <p>My Commission Expires: <u>7-16-16</u></p>	<p>Contractor: <u>Lathrop Construction, Inc.</u></p> <p>By: <u>Sarah Lathrop</u> Sarah Lathrop Corporate Secretary</p> <p>Title: _____</p> <p>Seal: _____ (If Corporate)</p>
---	--

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

IN WITNESS this 1st day of July, ~~200~~ 2013

Mid-Continent Casualty Company

(SEAL):

Denise A. Iverson  
Signature of Authorized Representative

ATTORNEY-IN-FACT Denise A. Iverson

RESIDENT AGENT. Matthew J. Miller

Matthew J. Miller

# MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. Jill A. Farnsworth, Dale A. Gebauer, Denise A. Iverson, Matthew J. Miller, Sean R. Miller and D. C. Pruett, individually of KANSAS CITY, MO

IN WITNESS WHEREOF, the MID-CONTINENT CASUALTY COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13 day of March, 2013



ATTEST:

Sara Anderson  
SARA ANDERSON ASSISTANT SECRETARY

MID-CONTINENT CASUALTY COMPANY

Todd Bazata  
TODD BAZATA VICE PRESIDENT

On this 13 day of March, 2013 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Tulsa, Oklahoma, that s/he is a Vice President of Mid-Continent Casualty Company, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }  
COUNTY OF TULSA } SS



Commission # 05000936

My Commission Expires: 01-26-17

L. Fay Jessee  
L. FAY JESSEE Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Mid-Continent Casualty Company by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

### CERTIFICATION

I, SARA ANDERSON, Assistant Secretary of Mid-Continent Casualty Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 15<sup>th</sup> day of July, 2013.



Sara Anderson  
SARA ANDERSON Assistant Secretary

VOID IF BOX IS EMPTY



# MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the **MID-CONTINENT CASUALTY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. Jill A. Farnsworth, Dale A. Gebauer, Denise A. Iverson, Matthew J. Miller, Sean R. Miller and D. C. Pruett, individually of KANSAS CITY, MO

IN WITNESS WHEREOF, the **MID-CONTINENT CASUALTY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13 day of March, 2013



ATTEST:

SARA ANDERSON  
SARA ANDERSON ASSISTANT SECRETARY

**MID-CONTINENT CASUALTY COMPANY**

TODD BAZATA  
TODD BAZATA VICE PRESIDENT

On this 13 day of March, 2013 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Tulsa, Oklahoma, that s/he is a Vice President of Mid-Continent Casualty Company, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }  
COUNTY OF TULSA } SS



Commission # 05000936

My Commission Expires: 01-26-17

L. FAY JESSEE  
L. FAY JESSEE Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Mid-Continent Casualty Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

### CERTIFICATION

I, SARA ANDERSON, Assistant Secretary of **Mid-Continent Casualty Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 1st day of July, 2013.



SARA ANDERSON  
SARA ANDERSON Assistant Secretary

VOID IF BOX IS EMPTY



## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** JOHN H. BAILEY, P.E., PH.D.  
Director of Public Utilities

**DATE:** July 17, 2013

**SUBJECT:** Agenda Item – July 23, 2013  
Final Payment  
Wastewater Treatment Plant Roof Repairs (Cardinal Roofing, Inc.)  
(Alternate #6 – Maintenance Shop)

---

All work on the newly installed roof on the maintenance shop at the Wastewater Treatment Plant has been completed and the contractor, Cardinal Roofing, Inc., is now requesting final payment. Final payment will be in the amount of \$8,500.00, which is the original contract construction amount.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 23, 2013. Action necessary will be approval or disapproval of final payment to Cardinal Roofing, Inc. in the amount of \$8,500.00. Funding for this project is from Operating Supplies in the Wastewater Treatment Budget.

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

Attachment: Final Payment Documents



**DEPARTMENT OF PUBLIC UTILITIES**  
303 Memorial Drive · Pittsburg KS 66762

PROJECT: WASTEWATER TREATMENT PLANT ROOF REPAIRS (ALTERNATE #6 MAINTENANCE SHOP) PAY APPLICATION - FINAL

CONTRACTOR: Cardinal Roofing, Inc. DATE: July 8, 2013  
1725 N. Packer Road  
Springfield, Missouri 65803

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	ADD UNIT	DELETE UNIT	NEW CONTRACT AMOUNT	COMPLETED		
									UNITS	% COMPLETE	VALUE
1	ALTERNATE #6 - MAINTENANCE BUILDING. Remove existing screw down metal panel roof. Furnish and install new 24 gauge metal Galvalume color metal roof R panels (same as existing panels). Furnish a 20-year manufacturer's paint finish warranty and a 2 year contractor's workmanship warranty. Warranties to run concurrently.	1	LS	\$ 8,500.00	\$ 8,500.00					100%	\$ 8,500.00
									Value of Completed Work		\$ 8,500.00
									Less 10% Retainage		\$ -
									Less Previous Estimates		\$ -
									Total Deductions		\$ -
									Amount Due Contractor on this Estimate		\$ 8,500.00

REQUESTED BY: CARDINAL ROOFING, INC.

 DATE: 7-9-13

REVIEWED BY: MATTHEW S. BACON

 DATE: 7-9-13

APPROVED BY: JOHN H. BAILEY, DIRECTOR OF PUBLIC UTILITIES

 DATE: 7-9-13

*Cardinal Roofing, Inc.*

1725 N. Packer Road  
 Springfield, MO 65803  
 Office (417)887-5302  
 Fax (417)887-5305

**INVOICE**

Date	Invoice #
7/5/2013	01013-3034

Bill To
PITTSBURG WATER TREATMENT PLANT ATTN MR MATT BACON 201 WEST 4TH STREET PITTSBURG, KS 66762

Ship To
MAINTENANCE SHOP WWTP METAL ROOF PITTSBURG, KS

P.O. No.	Terms	Due Date	Project
ALTERNATE ...	Net 30	8/4/2013	MAINTENANC...

Quantity	Description	Rate	Amount
	ALTERNATE #6 MAINTENANCE SHOP BID TO REMOVE EXISTING PANELS AND REPLACE WITH LIKE PANELS  1. Remove existing screw down metal panel roof. 2. Furnish and install new 24 gauge metal Galvalume color metal roof R panels (same as existing panels). 3. Furnish a 20 year manufacturer's paint finish warranty and a 2 year contractor's workmanship warranty. Warranties to run concurrently. MAINTENANCE SHOP SCREW DOWN METAL ROOF COMPLETED FOR THE SUM OF	8,500.00	8,500.00

THANK YOU FOR THE OPPORTUNITY TO WORK WITH YOU!	<b>Total</b>	\$8,500.00
	Payments/Credits	\$0.00
	<b>Balance Due</b>	\$8,500.00

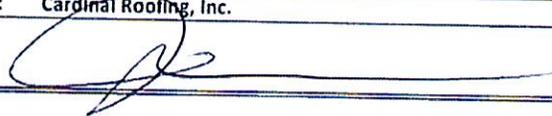


**DEPARTMENT OF PUBLIC UTILITIES**  
 303 Memorial Drive • Pittsburg KS 66762

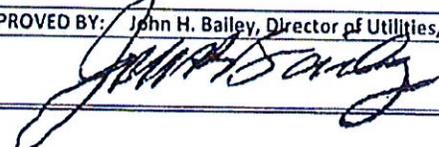
**FINAL PAYMENT DUE CONTRACTOR**

PROJECT: WASTEWATER TREATMENT PLAN ROOFING (ALTERNATE #6 - MAINTENANCE BUILDING) Date: July 8, 2013  
 CONTRACTOR: Cardinal Roofing, Inc.  
 1725 N. Packer Road  
 Springfield, MO 65803

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$	8,500.00
CHANGE ORDER NO. _ DATED .....	\$	-
CHANGE ORDER NO. _ DATED .....	\$	-
CHANGE ORDER NO. _ DATED .....	\$	-
CHANGE ORDER NO. _ DATED .....	\$	-
TOTAL CONSTRUCTION COST.....	\$	8,500.00
Less Previous Payments.....	\$	-
BALANCE DUE CONTRACTOR (FINAL PAYMENT).....	\$	8,500.00

ACCEPTED BY: Cardinal Roofing, Inc.  
  
 DATE: 7-9-13

SUBMITTED BY: Matthew S. Bacon, Assistant Director of Public Utilities, City of Pittsburg  
  
 DATE: 7-7-13

APPROVED BY: John H. Bailey, Director of Utilities, City of Pittsburg  
  
 DATE: 7-9-13

DATE OF APPROVAL BY CITY COMMISSION: \_\_\_\_\_

**Cardinal Roofing, Inc.**

TO: CITY CLERK  
CITY OF PITTSBURG  
PITTSBURG, KANSAS 66762

PROJECT: WASTEWATER TREATMENT PLANT  
ALTERNATE #6 - MAINTENANCE BLDG.

BOND: SSB0421317

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>State of <u>MISSOURI</u> <u>GREENE</u> County</p> <p>On this <u>9<sup>th</sup></u> day of <u>JULY</u>, 20<u>13</u>, before me, a Notary Public in and for the aforementioned County and State, personally appeared <u>J.M. PHILLIPS</u>, to me known to be the identical person who executed the above statement.</p> <p><u>Georgia M Powell</u> Notary Public</p> <p>My Commission Expires: <u>6-1-16</u></p>	<p>Contractor: <u>CARDINAL ROOFING, INC.</u></p> <p>By: <u>[Signature]</u></p> <p>Title: <u>CEO, Surety</u></p> <p>Seal: _____ (If Corporate)</p>
---	---

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

IN WITNESS this 9<sup>th</sup> day of JULY, 2013.

RLI Insurance Company

Luke Nixon

[Signature]  
Signature of Authorized Representative

ATTORNEY-IN-FACT

RESIDENT AGENT.

(SEAL):



*Where our people make the difference*

cc: Engineering Division

1725 N. Packer Road  
Springfield, MO 65803  
Office (417) 887-5302  
Fax (417) 887-5305

*Cardinal Roofing, Inc.*

CONSENT OF SURETY

TO REDUCTION IN OR

RELEASE OF RETAINAGE

BOND: SSB0421317

PROJECT: WASTEWATER TREATMENT PLANT  
ALTERNATE # 6 - MAINTENANCE BUILDING

TO: CITY OF PITTSBURG

CONTRACT FOR: REROOFING

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the \_\_\_\_\_

RLI Insurance Company, Surety  
on bond of CARDINAL ROOFING, INC., Contractor,  
hereby approves the reduction in or partial release of retainage to the Contractor, as follows:

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

CITY OF PITTSBURG, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, RLI Insurance Company  
the Surety has hereunto set its hand this 9th day of JULY, 2003.

ATTEST:

RLI Insurance Company  
Surety

(SEAL)

[Signature]  
Signature of Authorized Representative

Luke Nixon Attorney-in-Fact  
Title

*Where our people make the difference*



RLI Surety  
 P.O. Box 3967 | Peoria, IL 61612-3967  
 Phone: (800)645-2402 | Fax: (309)689-2036  
 www.rlicorp.com

# POWER OF ATTORNEY

## RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, a(n) Illinois corporation, does hereby make, constitute and appoint:

Luke Nixon, Roger Lindstrom, Sean Crayton, Aaron Sharpe, Greg Lindstrom, Mark Gambon, David Endacott, Kellie Sansom, Emily Berg, Sheryl C. Amos, Charlotte Arnold, jointly or severally,

in the City of Springfield, State of Missouri its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 11th day of June, 2013.



State of Illinois }  
 County of Peoria } SS

RLI Insurance Company

Roy C. Die Vice President

**CERTIFICATE**

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 9th day of July, 2013

On this 11th day of June, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler  
 Jacqueline M. Bockler Notary Public



RLI Insurance Company

Roy C. Die Vice President

State of Kansas  
Department of Insurance

**INSURANCE AGENT LICENSE**

NPN/License #: 234349

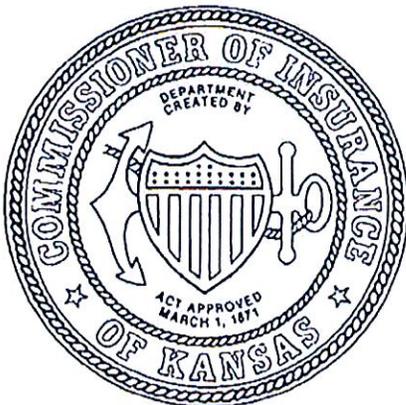
**LUKE D NIXON**

NIXON & LINDSTROM INS AGENCY  
901 E BATTLEFIELD ST  
SPRINGFIELD, MO 65807-4811

I, SANDY PRAEGER, Commissioner of Insurance of the State of Kansas, by the authority vested in me by law, do hereby authorize the licensee named hereon to act with powers indicated below.

**Lines of Authority**

	Effective Date	Renewal Date
PROPERTY	June 8, 1993	July 14, 2015
CASUALTY	June 8, 1993	July 14, 2015
CROP	June 8, 1993	July 14, 2015
PERSONAL LINES	July 1, 2001	July 14, 2015



IN WITNESS WHEREOF, I have hereunto affixed the Official Seal of this Department in the city of Topeka, Kansas, on March 28, 2013.

SANDY PRAEGER  
Commissioner of Insurance

NPN = National Producer Number

Note to Nonresident Agents: This license is based on your resident qualifications. License qualifications reflected by this license can be no greater than license qualifications in your state of domicile. The license is void upon issuance if you are not licensed in your state for the lines indicated.

Policy & Research  
915 SW Harrison St  
Topeka KS 66612-1588

Nick Jordan, Secretary  
Richard Cram, Director



Department of Revenue

Phone: 785-296-3081  
FAX: 785-296-7928  
www.ksrevenue.org

Sam Brownback, Governor

## STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

Name of Entity to whom Project Exemption Certificate was Issued

<u>201 W 4th St</u>	<u>Pittsburg</u>	<u>KS</u>	<u>66762</u>
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** 0000034367, 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.

CARDINAL BOXING, INC  
Contractor / Subcontractor

1725 N. PACKER ROAD  
P.O. Box and/or Street Number and Name

SPRINGFIELD, MO 65803  
City, State Zip

[Signature]  
Signature and Title of Authorized Representative

7/1/13  
Date

### 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.

PR-77 (Rev. 05/07)

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC							
2519	EAGLE BEVERAGE CO INC							
	C-CHECK	VOIDED	V 7/03/2013			171040		2,461.50CR
	C-CHECK		V 7/05/2013			171051		
	C-CHECK		V 7/12/2013			171058		
	C-CHECK		V 7/12/2013			171059		
	C-CHECK		V 7/12/2013			171062		
	C-CHECK		V 7/12/2013			171073		
	C-CHECK		V 7/12/2013			171074		
	C-CHECK		V 7/12/2013			171078		
	C-CHECK		V 7/12/2013			171079		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	9 VOID DEBITS	0.00		
	VOID CREDITS	2,461.50CR	2,461.50CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: *	TOTALS:	9	0.00	0.00	0.00
BANK: *	TOTALS:	9	0.00	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	R	7/05/2013			171041		569.75
0397	PITTSBURG POLICE DEPT	R	7/05/2013			171044		56.78
1	RAIDER INK	R	7/05/2013			171045		28.80
1	RICHARDS, STEVE	R	7/05/2013			171046		20.00
0188	SECRETARY OF STATE	R	7/05/2013			171047		249.00
6716	SID BOEDEKER SAFETY SHOE SERVI	R	7/05/2013			171048		360.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	7/05/2013			171049		105.87
5589	VERIZON WIRELESS	R	7/05/2013			171050		1,097.74
5371	PITTSBURG FAMILY YMCA	R	7/05/2013			171052		78.22
3516	CITY OF PITTSBURG	R	7/09/2013			171053		150.00
1	GINARDI, SHAWN	R	7/11/2013			171055		115.00
7035	ALLEN PRECISION EQUIPMENT, INC	R	7/12/2013			171056		57.40
0523	AT&T	R	7/12/2013			171057		4,181.47
1	BURNS, DANI	R	7/12/2013			171060		100.00
4263	COX COMMUNICATIONS	R	7/12/2013			171061		1,370.95
7034	DEZURIK, INC	R	7/12/2013			171063		880.00
7033	JAY HATFIELD MOTORS	R	7/12/2013			171064		77.94
2877	KDHE - BUREAU OF WATER	R	7/12/2013			171065		20.00
0225	KDOR	R	7/12/2013			171066		8,988.84
1	KRATZ, GREG	R	7/12/2013			171067		25.00
6023	JOHN T SEAL	R	7/12/2013			171068		125.00
0188	SECRETARY OF STATE	R	7/12/2013			171069		25.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0188	SECRETARY OF STATE	R	7/12/2013			171070		25.00
1	STORM, WAYNE	R	7/12/2013			171071		75.00
5589	VERIZON WIRELESS	R	7/12/2013			171072		4,918.15
7036	VERMEER GREAT PLAINS, INC	R	7/12/2013			171075		4,200.00
6904	MIKE WATT	R	7/12/2013			171076		1,602.00
1108	WESTAR ENERGY	R	7/12/2013			171077		94,274.75
7040	JAX LAB, LLC	R	7/15/2013			171105		26,231.71
5759	COMMUNITY HEALTH CENTER OF SEK	R	7/15/2013			171106		148,618.84
6154	4 STATE MAINTENANCE SUPPLY INC	R	7/16/2013			171108		105.84
2004	AIRE-MASTER OF AMERICA, INC.	R	7/16/2013			171109		15.91
0042	BEITZINGER'S HARDWARE INC	R	7/16/2013			171110		55.00
0017	BITTERROOT VALLEY AMMUNITION	R	7/16/2013			171111		4,833.00
7041	BORN 4 ELECTRIC	R	7/16/2013			171112		140.00
7021	CARTHAGE FORD	R	7/16/2013			171113		5,170.62
5283	CLASS LTD	R	7/16/2013			171114		100.92
0118	FED EX	R	7/16/2013			171115		146.39
6750	HW LOCHNER, BWR DIVISION	R	7/16/2013			171116		3,446.05
1070	KANSAS ATTORNEY GENERAL	R	7/16/2013			171117		300.00
1208	KANSAS CITY SOUTHERN	R	7/16/2013			171118		1.00
6656	KNIPP EQUIPMENT INC	R	7/16/2013			171119		612.00
7037	LAMAR GREENHOUSE AND FLORIST	R	7/16/2013			171120		50.00
6536	POLYDYNE INC	R	7/16/2013			171121		2,142.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6716	SID BOEDEKER SAFETY SHOE SERVI	R	7/16/2013			171122		480.00
7038	SIGNET COFFEE ROASTERS	R	7/16/2013			171123		9.00
4841	THE BOLTON LAW FIRM, LLC	R	7/16/2013			171124		600.00
6869	TIPPMANN INDUSTRIAL PRODUCTS	R	7/16/2013			171125		113.34
2350	WASTE CORPORATION OF MISSOURI	R	7/16/2013			171126		266.54
7031	WICHITA TRACTOR	R	7/16/2013			171127		2,144.15
0011	AMERICAN ELECTRIC INC	E	7/10/2013			999999		42.32
0012	ANDERSON CAR & TRACTOR CORPORA	E	7/10/2013			999999		57.96
0026	STANDARD INSURANCE COMPANY	D	7/03/2013			999999		1,228.44
0046	ETTINGERS OFFICE SUPPLY	E	7/10/2013			999999		1,022.62
0055	JOHN'S SPORT CENTER	E	7/10/2013			999999		110.00
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	7/10/2013			999999		1,804.00
0063	LOCKE WHOLESALE SUPPLY	E	7/10/2013			999999		1,548.10
0073	K P & P INC	E	7/10/2013			999999		75.00
0078	SUPERIOR LINEN SERVICE	E	7/10/2013			999999		36.35
0087	FORMS ONE	E	7/10/2013			999999		595.88
0088	D & H LEASING INC	E	7/10/2013			999999		163.18
0101	BUG-A-WAY INC	E	7/10/2013			999999		50.00
0105	PITTSBURG AUTOMOTIVE INC	E	7/10/2013			999999		2,594.98
0112	MARRONES INC	E	7/10/2013			999999		186.25
0117	THE MORNING SUN	E	7/10/2013			999999		319.17
0129	PROFESSIONAL ENGINEERING CONSU	E	7/10/2013			999999		33,200.19

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0133	JIM RADELL CONSTRUCTION INC	E	7/10/2013			999999		6,520.52
0135	PITTSBURG AREA CHAMBER OF COMM	E	7/10/2013			999999		248.00
0145	BROADWAY LUMBER COMPANY, INC.	E	7/10/2013			999999		629.93
0154	BLUE CROSS & BLUE SHIELD	D	7/03/2013			999999		27,653.56
0154	BLUE CROSS & BLUE SHIELD	D	7/05/2013			999999		45,247.55
0154	BLUE CROSS & BLUE SHIELD	D	7/12/2013			999999		22,084.09
0163	O'REILLY AUTOMOTIVE INC	E	7/10/2013			999999		197.14
0199	KIRKLAND WELDING SUPPLIES	E	7/10/2013			999999		35.00
0200	SHERWIN WILLIAMS COMPANY	E	7/10/2013			999999		416.81
0202	CLIFF HIX ENGINEERING INC	E	7/10/2013			999999		56.00
0207	PEPSI-COLA BOTTLING CO OF PITT	E	7/10/2013			999999		2,219.35
0224	KDOR	D	7/08/2013			999999		3,872.62
0224	KDOR	D	7/12/2013			999999		4,798.60
0272	BO'S 1 STOP INC	E	7/10/2013			999999		193.74
0276	JOE SMITH COMPANY, INC.	E	7/10/2013			999999		2,251.04
0289	TITLEIST	E	7/10/2013			999999		322.95
0292	UNIFIRST CORPORATION	E	7/10/2013			999999		46.85
0294	COPY PRODUCTS, INC.	E	7/10/2013			999999		1,380.00
0300	PITTSBURG FORD-MERCURY, INC.	E	7/10/2013			999999		2,419.10
0306	CASTAGNO OIL CO INC	E	7/10/2013			999999		768.48
0321	KP&F	D	7/08/2013			999999		37,926.31
0329	O'MALLEY IMPLEMENT CO INC	E	7/10/2013			999999		244.69

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0335	CUSTOM AWARDS PLUS INC	E	7/10/2013			999999		72.85
0337	CROSS-MIDWEST TIRE	E	7/10/2013			999999		425.50
0339	GENERAL MACHINERY	E	7/10/2013			999999		1,617.33
0345	VICTOR L PHILLIPS CO	E	7/10/2013			999999		116.14
0347	LYNN'S QUICK LUBE	E	7/10/2013			999999		37.95
0373	BROADWAY ELECTRONICS INC	E	7/10/2013			999999		65.00
0375	CONVENIENT WATER COMPANY	E	7/10/2013			999999		152.95
0410	WITTEK GOLF SUPPLY CO INC	E	7/10/2013			999999		137.24
0420	CONTINENTAL RESEARCH CORP	E	7/10/2013			999999		232.06
0455	LARRY BARRETT BODY * FRAME * T	E	7/10/2013			999999		325.00
0512	CALIFORNIA CONTRACTORS SUPPLIE	E	7/10/2013			999999		325.47
0525	3M	E	7/10/2013			999999		4,680.00
0534	TYLER TECHNOLOGIES INC	E	7/10/2013			999999		390.00
0571	WILBERT MFG. & SUPPLY	E	7/10/2013			999999		158.50
0628	KC BOBCAT	E	7/10/2013			999999		364.99
0640	RANDY VILELA AUTO BODY	E	7/10/2013			999999		1,685.00
0728	ICMA	D	7/05/2013			999999		948.93
0823	TOUCHTON ELECTRIC INC	E	7/10/2013			999999		64.00
0837	BLACKBURN MANUFACTURING CO	E	7/10/2013			999999		97.77
0844	HY-FLO EQUIPMENT CO	E	7/10/2013			999999		385.33
0968	LEE ENTERPRISES	E	7/10/2013			999999		389.75
1050	KPERS	D	7/08/2013			999999		29,897.83

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1074	NICHOLS & WOLFE CHARTERED	E	7/11/2013			999999		11,166.69
1327	KBI	D	7/16/2013			999999		20.00
1445	WICHITA PUMP & SUPPLY CO INC	E	7/10/2013			999999		869.60
1478	KANSASLAND TIRE OF PITTSBURG	E	7/10/2013			999999		1,107.58
1490	ESTHERMAE TALENT	E	7/10/2013			999999		87.50
1576	PAVING MAINTENANCE SUPPLY INC	E	7/10/2013			999999		800.00
1792	B&L WATERWORKS SUPPLY INC	E	7/10/2013			999999		1,826.74
2126	BUILDING CONTROLS & SERVICE IN	E	7/10/2013			999999		1,281.91
2161	RECORDED BOOKS	E	7/10/2013			999999		122.61
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	7/10/2013			999999		6,279.73
2226	KEY EQUIPMENT & SUPPLY CO INC	E	7/10/2013			999999		170.05
2825	KANSAS DEPT OF ADMINISTRATION	E	7/10/2013			999999		620.95
2960	PACE ANALYTICAL SERVICES INC	E	7/10/2013			999999		2,496.00
2994	COMMERCIAL AQUATIC SERVICE INC	E	7/10/2013			999999		480.10
3079	COMMERCE BANK	D	7/05/2013			999999		23,249.05
3192	MUNICIPAL CODE CORP	E	7/10/2013			999999		81.00
3248	AIRGAS USA LLC	E	7/10/2013			999999		508.14
3338	SPLASH POOL & PATIO	E	7/10/2013			999999		405.00
3570	AMERICAN EXPRESS	D	7/05/2013			999999		195.33
3802	BRENNTAG MID-SOUTH INC	E	7/10/2013			999999		4,121.25
3971	FASTENAL COMPANY	E	7/10/2013			999999		741.43
3972	WASHINGTON ELECTRONICS INC	E	7/10/2013			999999		2,270.59

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4072	MERCHANT E-SOLUTIONS	D	7/03/2013			999999		183.00
4126	EMERGENCY MEDICAL PRODUCT INC	E	7/10/2013			999999		613.50
4133	T.H. ROGERS HOMECENTER	E	7/10/2013			999999		98.61
4307	HENRY KRAFT, INC.	E	7/10/2013			999999		124.40
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	7/10/2013			999999		242.05
4452	RYAN INSURANCE	E	7/10/2013			999999		297.00
4603	KANSAS GOLF AND TURF INC	E	7/10/2013			999999		194.97
4621	JCI	E	7/10/2013			999999		4,211.00
4698	THE MORNING SUN	E	7/10/2013			999999		145.62
4711	RANDOM HOUSE, INC.	E	7/10/2013			999999		97.50
5015	IN THE GARDEN	E	7/10/2013			999999		349.99
5049	CRH COFFEE INC	E	7/10/2013			999999		42.80
5185	FERGUSON ENTERPRISES INC (LENE	E	7/10/2013			999999		3,193.20
5275	US LIME COMPANY-ST CLAIR	E	7/10/2013			999999		3,822.02
5464	TURN-KEY MOBILE INC	E	7/10/2013			999999		12,867.85
5649	MELLEN & ASSOCIATES INC	E	7/10/2013			999999		2,602.52
5677	BANK OF AMERICA	D	7/03/2013			999999		312.11
5731	THUNDERBAY LLC	E	7/10/2013			999999		1,500.00
5855	SHRED-IT USA INC	E	7/10/2013			999999		74.42
5886	LEISURE TIME PRODUCTS INC	E	7/10/2013			999999		825.00
5904	TASC	D	7/08/2013			999999		6,512.08
5944	KCR INTERNATIONAL TRUCKS	E	7/10/2013			999999		1,381.35

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6203	SOUTHWEST PAPER CO INC	E	7/10/2013			999999		230.67
6232	ASPHALT & FUEL SUPPLY LLC	E	7/10/2013			999999		26,726.02
6415	ING FINANCIAL ADVISORS	D	7/08/2013			999999		4,467.00
6559	FOUR STATE DOORS LLC	E	7/10/2013			999999		105.00
6718	NATIONAL SCREENING BUREAU	E	7/10/2013			999999		207.00
6761	GREEN MGMT LLC	E	7/10/2013			999999		1,106.00
6805	WELLNESS INNOVATIONS & NURSING	E	7/10/2013			999999		4,785.17
6952	ADP INC	D	7/12/2013			999999		700.80

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	50	319,359.97	0.00	319,359.97
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	17	209,297.30	0.00	209,297.30
EFT:	95	172,875.81	116.85CR	172,758.96
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00		
		0.00	0.00	
TOTAL ERRORS:	0			
VENDOR SET: 99 BANK: 80144 TOTALS:	162	701,533.08	116.85CR	701,416.23
BANK: 80144 TOTALS:	162	701,533.08	116.85CR	701,416.23

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6986	BENNETT INC	R	7/05/2013			171043		51,559.20
0011	AMERICAN ELECTRIC INC	E	7/08/2013			999999		770.75
0075	RYAN'S DRIVE-THRU CLEANER	E	7/08/2013			999999		617.60
0105	PITTSBURG AUTOMOTIVE INC	E	7/08/2013			999999		8.74
0289	TITLEIST	E	7/08/2013			999999		173.49
0492	MALL DELI	E	7/08/2013			999999		225.00
0577	KANSAS GAS SERVICE	E	7/15/2013			999999		7,943.27
0746	CDL ELECTRIC COMPANY INC	E	7/08/2013			999999		7,512.53
0806	JOHN L CUSSIMANIO	E	7/15/2013			999999		245.00
1033	BOB DITTMANN AGENCY INC	E	7/15/2013			999999		100.00
3972	WASHINGTON ELECTRONICS INC	E	7/15/2013			999999		84.60
4618	TRESA NOYES	E	7/15/2013			999999		409.50
4956	YAMAHA MOTOR CORPORATION, U.S.	E	7/08/2013			999999		19,540.00
5104	ANGELO FEARS	E	7/15/2013			999999		61.75
5548	MIKE ULERY	E	7/08/2013			999999		13.03
5720	J & M DISPLAYS INC	E	7/08/2013			999999		19,890.00
5855	SHRED-IT USA INC	E	7/15/2013			999999		147.75
6309	TAMMY FRYE	E	7/15/2013			999999		400.00
6528	GALE GROUP/CENGAGE	E	7/08/2013			999999		23.19
6652	JOHNNY VILELA	E	7/15/2013			999999		2,400.00
6875	DARON HALL	E	7/08/2013			999999		33.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
			NO	INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
	REGULAR CHECKS:		1	51,559.20		0.00		51,559.20
	HAND CHECKS:		0	0.00		0.00		0.00
	DRAFTS:		0	0.00		0.00		0.00
	EFT:		20	60,599.20		0.00		60,599.20
	NON CHECKS:		0	0.00		0.00		0.00
	VOID CHECKS:		0	VOID DEBITS		0.00		
				VOID CREDITS		0.00		0.00
TOTAL ERRORS: 0								
VENDOR SET: 99	BANK: EFT	TOTALS:	21	112,158.40		0.00		112,158.40
BANK: EFT	TOTALS:		21	112,158.40		0.00		112,158.40

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0006	OLIN CHANDLER	E	7/03/2013			999999		200.00
0013	ASHLEY K. CANTRELL	E	7/03/2013			999999		503.00
0109	RANDY VILELA TRUCKING, HAULING	E	7/03/2013			999999		434.00
0140	A&M RENTALS	E	7/03/2013			999999		897.00
0266	JOHN S KUTZ	E	7/03/2013			999999		341.00
0372	CONNER REALTY	E	7/03/2013			999999		346.00
0855	CHARLES HOSMAN	E	7/03/2013			999999		466.00
0969	SEK-CAP INC	E	7/03/2013			999999		2,130.92
1008	BENJAMIN M BEASLEY	E	7/03/2013			999999		239.00
1231	JOHN LOVELL	E	7/03/2013			999999		259.00
1609	PHILLIP H O'MALLEY	E	7/03/2013			999999		4,540.00
1638	VERNON W PEARSON	E	7/03/2013			999999		422.00
1688	DORA WARE	E	7/03/2013			999999		687.00
1961	DUSTIN D MAJOR	E	7/03/2013			999999		641.00
1982	KENNETH STOTTS	E	7/03/2013			999999		3,095.00
1985	RICK A MOORE	E	7/03/2013			999999		609.00
2304	DENNIS HELMS	E	7/03/2013			999999		208.00
2339	CHRIS WINDSOR	E	7/03/2013			999999		154.00
2398	WILLIAM E SAMSON	E	7/03/2013			999999		296.00
2542	CHARLES YOST	E	7/03/2013			999999		1,275.00
2624	JAMES ZIMMERMAN	E	7/03/2013			999999		1,383.00
2718	KENNETH B DUTTON	E	7/03/2013			999999		277.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 7/03/2013 THRU 7/16/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2850	VENITA STOTTS	E	7/03/2013			999999		446.00
2913	KENNETH N STOTTS JR	E	7/03/2013			999999		263.00
3002	BARBARA MINGORI	E	7/03/2013			999999		651.00
3067	STEVE BITNER	E	7/03/2013			999999		5,883.00
3082	JOHN R JONES	E	7/03/2013			999999		232.00
3114	PATRICIA BURLESON	E	7/03/2013			999999		1,242.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	7/03/2013			999999		424.00
3193	WILLIAM CROZIER	E	7/03/2013			999999		1,799.00
3272	DUNCAN HOUSING LLC	E	7/03/2013			999999		7,117.00
3273	RICHARD F THENIKL	E	7/03/2013			999999		1,377.00
3294	JOHN R SMITH	E	7/03/2013			999999		282.00
3593	REMINGTON SQUARE	E	7/03/2013			999999		6,401.00
3668	MID AMERICA PROPERTIES OF PITT	E	7/03/2013			999999		2,937.00
3708	GILMORE BROTHERS RENTALS	E	7/03/2013			999999		68.00
3724	YVONNE L. ZORNES	E	7/03/2013			999999		640.00
3746	JAROLD BONBRAKE	E	7/03/2013			999999		327.00
3821	JAMES T BLANCHO	E	7/03/2013			999999		226.00
4218	MEADOWLARK TOWNHOUSES	E	7/03/2013			999999		1,457.00
4308	KENNETH BATEMAN	E	7/03/2013			999999		471.00
4492	PITTSBURG SENIORS	E	7/03/2013			999999		4,189.00
4546	C & M PROPERTIES LLC	E	7/03/2013			999999		81.00
4564	TERRY L SIMPSON	E	7/03/2013			999999		491.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4752	S & N MANAGEMENT, LLC	E	7/03/2013			999999		677.00
4786	JENNIFER STANLEY	E	7/03/2013			999999		346.00
4828	LINDA G MARTINSON	E	7/03/2013			999999		142.00
4928	PITTSBURG STATE UNIVERSITY	E	7/03/2013			999999		1,380.00
5035	ZACK QUIER	E	7/03/2013			999999		565.00
5039	VANETA MATHIS	E	7/03/2013			999999		276.00
5393	CARLOS ANGELES	E	7/03/2013			999999		568.00
5508	BUTLER RENTALS INC	E	7/03/2013			999999		103.00
5549	DELBERT BAIR	E	7/03/2013			999999		274.00
5583	ROBERT L NANKIVELL SR	E	7/03/2013			999999		95.00
5653	PEGGY HUNT	E	7/03/2013			999999		228.00
5658	DEANNA J HIGGINS	E	7/03/2013			999999		163.00
5660	HERBERT WARING	E	7/03/2013			999999		353.00
5676	BARBARA TODD	E	7/03/2013			999999		34.00
5817	JAMA ENTERPRISES LLP	E	7/03/2013			999999		249.00
5834	DENNIS TROUT	E	7/03/2013			999999		365.00
5854	ANTHONY A SNYDER	E	7/03/2013			999999		267.00
5875	BRIAN WARE	E	7/03/2013			999999		450.00
5885	CHARLES T GRAVER	E	7/03/2013			999999		500.00
5896	HORIZON INVESTMENTS GROUP INC	E	7/03/2013			999999		303.00
5906	JOHN HINRICHS	E	7/03/2013			999999		193.00
5939	EDNA R TRENT	E	7/03/2013			999999		220.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5961	LARRY VANBECELAERE	E	7/03/2013			999999		540.00
6002	SALLY THRELFALL	E	7/03/2013			999999		333.00
6032	TIM J. RIDGWAY	E	7/03/2013			999999		1,143.00
6073	REBECCA FOSTER	E	7/03/2013			999999		225.00
6108	TILDEN BURNS	E	7/03/2013			999999		525.00
6130	T & K RENTALS LLC	E	7/03/2013			999999		1,373.00
6150	JAMES L COX	E	7/03/2013			999999		354.00
6161	MICHAEL J STOTTS	E	7/03/2013			999999		162.00
6172	ANDREW A WACHTER	E	7/03/2013			999999		217.00
6186	TROY ROSENSTIEL	E	7/03/2013			999999		509.00
6294	RONALD E WUERDEMAN	E	7/03/2013			999999		256.00
6295	DAVID L PETERSON	E	7/03/2013			999999		634.00
6298	KEVAN L SCHUPBACH	E	7/03/2013			999999		4,716.00
6306	BALKANS DEVELOPMENT LLC	E	7/03/2013			999999		28.00
6314	PARKVIEW HOUSING INC	E	7/03/2013			999999		550.00
6317	RONALD L EMERSON	E	7/03/2013			999999		167.00
6380	WAYNE E THOMPSON	E	7/03/2013			999999		577.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	7/03/2013			999999		3,863.00
6441	HEATHER D MASON	E	7/03/2013			999999		276.00
6507	MARTHA E MOORE	E	7/03/2013			999999		98.00
6628	SEAN HALL	E	7/03/2013			999999		400.00
6633	CHRISTINA OBERLE	E	7/03/2013			999999		223.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6647	MICHAEL A SMITH	E	7/03/2013			999999		648.00
6657	OZARKS AREA COMMUNITY ACTION C	E	7/03/2013			999999		1,141.72
6673	JUDITH A COLLINS	E	7/03/2013			999999		358.00
6753	REBECCA SPONSEL	E	7/03/2013			999999		533.00
6763	BRETT A WARY	E	7/03/2013			999999		460.00
6799	KEVIN KITTERMAN	E	7/03/2013			999999		264.00
6868	DAVID SIMPSON (308)	E	7/03/2013			999999		225.00
6886	DELBERT BAIR	E	7/03/2013			999999		434.00
6905	JENNIFER M TRISLER	E	7/03/2013			999999		321.00
6916	STILWELL HERITAGE & EDUCATIONA	E	7/03/2013			999999		5,431.00
6966	CHARLOTTE BURGESS	E	7/03/2013			999999		476.00
6971	PAMELA BEER	E	7/03/2013			999999		412.00
6972	TAVARRA HORN	E	7/03/2013			999999		15.00
7012	RICKY R STEVENS	E	7/03/2013			999999		397.00

** T O T A L S **	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	102	92,442.64	0.00	92,442.64
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: HAP TOTALS:	102	92,442.64	0.00	92,442.64
BANK: HAP TOTALS:	102	92,442.64	0.00	92,442.64

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	V	7/03/2013			171040		2,461.50
2519	EAGLE BEVERAGE CO INC							
2519	EAGLE BEVERAGE CO INC							
M-CHECK	EAGLE BEVERAGE CO INC	VOIDED	V 7/03/2013			171040		2,461.50
6192	KATHLEEN CERNE	R	7/05/2013			171042		600.00
2519	EAGLE BEVERAGE CO INC	R	7/11/2013			171054		69.85
2519	EAGLE BEVERAGE CO INC	R	7/16/2013			171107		94.60

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3	3,225.95	0.00	764.45
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	2,461.50	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: MAN	TOTALS:	4	764.45	0.00	764.45
BANK: MAN	TOTALS:		4	764.45	0.00	764.45
REPORT TOTALS:			298	906,898.57	116.85CR	906,781.72

Passed and approved this 23<sup>rd</sup> day of July, 2013.

---

Michael E. Gray, Mayor

ATTEST:

---

Tammy Nagel, City Clerk



## Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Pittsburg Area Chamber of Commerce President

DATE: July 17, 2013

SUBJECT: July 23, 2013 Agenda Item  
Downtown façade grant program – Phase III

---

In response to considerable interest from downtown business and property owners, the Economic Development Advisory Committee (EDAC) has recommended a third phase of the City's popular downtown façade grant program. The EDAC voted to make the recommendation at its July 10 meeting.

The following businesses have submitted formal proposals for work that would begin immediately upon approval of a new façade grant program:

<b><u>Business</u></b>	<b><u>Brief description of work to be completed</u></b>	<b><u>Approx. cost</u></b>
Touchton Electric	Upgrade windows, trim & signage on three buildings	\$10,000
Wilbert Screen Printing	Upgrade awning, paint and signage	\$4,071
Former JB's building	New windows, brick work, tuck pointing	\$25,500
Bob's Grill	Update signage, concrete siding	\$10,000

Total proposed investment: \$49,571

In order to accommodate these requests and others that may arise, the EDAC has recommended setting aside \$50,000 from the Revolving Loan Fund to match façade investments made by business owners with the condition that all work be completed and funds disbursed no later than December 31, 2014.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 23, 2013. Action being requested is the approval or denial of the EDAC recommendation to set aside \$50,000 for the matching façade grant program.

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** July 17, 2013

**SUBJECT:** Agenda Item – July 23, 2013  
Airport Edge Lighting Bids and Supplemental Agreement

---

Bids were received on July 10, 2013 for the edge lighting project to be performed at the Atkinson Municipal Airport. The BASE BID included the replacement of threshold lights, edge lights and REIL's on Runway 16-34 plus the installation of a new holding position and runway distance remaining sign and supplemental wind cones for Runway's 16, 4 and 22 and replacement of Runway 4-22 REIL's. Also, included in the bid proposal as ADD ALTERNATE #2 was the replacement of taxiway edge lights around the general aviation and corporate hangars. A total of four bids were received for this project with the lowest bid for the BASE BID and ADD ALTERNATE #2 being Strukel Electric of Girard, Kansas, with a total bid of \$356,847.75 (see attached bid tab).

As per authorization granted at the July 9<sup>th</sup> City Commission meeting, a grant application was submitted to the FAA for this project pending congressional award. If awarded, the BASE BID and ADD ALTERNATE #2 will replace all of the airport runway lights and taxiway lights with the exception of Runway 4-22 which were installed in 2005. All circuits will be laid in buried conduit and the transformers for each light will be within a junction box at the base of each light.

Since ADD ALTERNATE #2 will be additional work not currently covered in their engineering agreement, Lochner has requested approval of Supplemental Agreement #1, which is an extension of 10 days to their construction engineering agreement to allow for the monitoring and inspection of the installation of the lighting on the taxiways around the general aviation and corporate hangars. All lights included in the BASE BID and ADD ALTERNATE #2 will be LED lights, which will be more energy efficient and longer lasting.

**MEMO TO: DARON HALL**  
**JULY 17, 2013**  
**PAGE TWO**

This is a 90% FAA/10% City grant. The City's portion of the grant, which includes construction costs, design fees and construction engineering, will be \$50,353. The City's portion of this project will be paid by STCO funds.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 23, 2013. Action necessary will be approval or disapproval of staff's recommendation to award the bids to the low bidder, Strukel Electric, for a total amount of \$356,847.75 and to approve Lochner's Supplemental Agreement No. 1 for additional work not included in their original construction engineering agreement.

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

Attachment: Bid Tab  
Project Budget  
Supplemental Agreement No. 1

## TABULATION OF BIDS

### ATKINSON MUNICIPAL AIRPORT PITTSBURG, KANSAS

**BASE BID**  
Replace Runway 16-34 Threshold, Edge Lights and REIL's; Install Holding Position and Runway Distance Remaining Signs; Replace Runway 4-22 REIL's and Install Supplemental Wind Cones for Runways 16, 4 and 22

**ADD ALTERNATE NO. 1**  
Replace Connecting Taxiway Edge Lights (LED)

**ADD ALTERNATE NO.2**  
Replace Connecting Taxiway and Hangar Taxilane Edge Lights (LED)

AIP PROJECT NO. 3-20-0069-014

Bids Received: 7/10/2013  
Lochner Job No.: 000008474  
Bids Tabulated By: SRH  
Date: 7/10/2013  
Bids Checked By: RMD  
Date: 7/10/2013

Item No.	Item Description	Quantity	Unit	Engineer's Estimate		Strukel Electric Inc. 1375 W. Walnut Girard, KS 66743		Ewing Signal Construction, LLC 1730 N. Gregory Drive Nixa, MO 65714		Atlas Electric, LLC 1607 N. Wabash Wichita, KS 67214	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>BASE BID</b>											
1	Mobilization	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 1,000.00	\$ 1,000.00	\$ 11,740.00	\$ 11,740.00	\$ 58,000.00	\$ 58,000.00
2	Temporary Marking, Lighting and Barricades	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 35,000.00	\$ 35,000.00	\$ 30,000.00	\$ 30,000.00	\$ 54,000.00	\$ 54,000.00
3	Supplemental Wind Cone (8 Foot)	3	Each	\$ 6,000.00	\$ 18,000.00	\$ 5,300.00	\$ 15,900.00	\$ 4,705.00	\$ 14,115.00	\$ 3,675.00	\$ 11,025.00
4	Install Cable In Duct (1/c, #8 AWG, 5kV, XLP/USE)	17,070	L.F.	\$ 1.50	\$ 25,605.00	\$ 1.00	\$ 17,070.00	\$ 2.25	\$ 38,407.50	\$ 0.95	\$ 16,216.50
5	Bare Counterpoise Wire (#6 AWG) Installed in Same Trench as Conductors	595	L.F.	\$ 1.00	\$ 595.00	\$ 1.00	\$ 595.00	\$ 1.20	\$ 714.00	\$ 1.00	\$ 595.00
6	Bare Counterpoise Wire (#6 AWG) Installed in Separate Trench	11,695	L.F.	\$ 1.50	\$ 17,542.50	\$ 1.00	\$ 11,695.00	\$ 1.45	\$ 16,957.75	\$ 1.20	\$ 14,034.00
7	Install 15.0 kW Constant Current Regulator and Controls	1	Each	\$ 18,000.00	\$ 18,000.00	\$ 11,500.00	\$ 11,500.00	\$ 17,000.00	\$ 17,000.00	\$ 11,470.00	\$ 11,470.00
8	Replace Pilot Control System	1	L.S.	\$ 17,800.00	\$ 17,800.00	\$ 5,000.00	\$ 5,000.00	\$ 16,335.00	\$ 16,335.00	\$ 5,300.00	\$ 5,300.00
9	1" PVC Electrical Duct and Trench	13,715	L.F.	\$ 2.00	\$ 27,430.00	\$ 1.75	\$ 24,001.25	\$ 1.00	\$ 13,715.00	\$ 2.50	\$ 34,287.50
10	L-867 Junction Box	28	Each	\$ 400.00	\$ 11,200.00	\$ 410.00	\$ 11,480.00	\$ 415.00	\$ 11,620.00	\$ 450.00	\$ 12,600.00
11	M.I.R.L. (LED) Base Mounted (Clear/Yellow Lens)	39	Each	\$ 925.00	\$ 36,075.00	\$ 875.00	\$ 34,125.00	\$ 1,212.00	\$ 47,268.00	\$ 930.00	\$ 36,270.00
12	M.I.R.L. (LED) Base Mounted (Clear/Clear Lens)	13	Each	\$ 925.00	\$ 12,025.00	\$ 850.00	\$ 11,050.00	\$ 1,140.00	\$ 14,820.00	\$ 925.00	\$ 12,025.00
13	M.I.T.L. (LED) Base Mounted (Blue Lens)	18	Each	\$ 625.00	\$ 11,250.00	\$ 610.00	\$ 10,980.00	\$ 910.00	\$ 16,380.00	\$ 805.00	\$ 14,490.00
14	New 1 Module (LED) Lighted Holding Position Sign (Size 3, Style 2)	2	Each	\$ 3,000.00	\$ 6,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,835.00	\$ 5,670.00	\$ 2,700.00	\$ 5,400.00
15	New 1 Module (LED) Lighted R/W Distance Remaining Sign (Size 5, Style 2)	4	Each	\$ 3,000.00	\$ 12,000.00	\$ 2,500.00	\$ 10,000.00	\$ 3,105.00	\$ 12,420.00	\$ 2,700.00	\$ 10,800.00
16	Install R.E.I.L. System	4	Each	\$ 10,000.00	\$ 40,000.00	\$ 11,000.00	\$ 44,000.00	\$ 10,965.00	\$ 43,860.00	\$ 11,575.00	\$ 46,300.00
17	Removal of Existing Electrical System	1	L.S.	\$ 6,000.00	\$ 6,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,625.00	\$ 3,625.00	\$ 6,300.00	\$ 6,300.00
18	Seeding	1	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 3,100.00	\$ 3,100.00	\$ 3,150.00	\$ 3,150.00	\$ 4,600.00	\$ 4,600.00
19	Mulching	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 3,100.00	\$ 3,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,300.00	\$ 2,300.00
<b>Base Bid Total:</b>				<b>\$ 287,522.50</b>		<b>\$ 256,596.25</b>		<b>\$ 319,897.25</b>		<b>\$ 356,013.00</b>	
<b>ADD ALTERNATE NO. 1</b>											
1	Install Cable In Duct (1/c, #8 AWG, 5 kV, XLP/USE)	5,330	L.F.	\$ 1.50	\$ 7,995.00	\$ 1.00	\$ 5,330.00	\$ 2.40	\$ 12,792.00	\$ 0.95	\$ 5,063.50
2	Bare Counterpoise Wire (#6 AWG) Installed in Separate Trench	2,250	L.F.	\$ 1.50	\$ 3,375.00	\$ 1.00	\$ 2,250.00	\$ 1.35	\$ 3,037.50	\$ 1.20	\$ 2,700.00
3	Install 7.5 kW Constant Current Regulator and Controls	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00	\$ 12,465.00	\$ 12,465.00	\$ 9,900.00	\$ 9,900.00
4	1" PVC Electrical Duct and Trench	2,340	L.F.	\$ 2.00	\$ 4,680.00	\$ 1.95	\$ 4,563.00	\$ 1.15	\$ 2,691.00	\$ 2.50	\$ 5,850.00
5	M.I.T.L. (LED) Base Mounted (Blue Lens)	55	Each	\$ 625.00	\$ 34,375.00	\$ 650.00	\$ 35,750.00	\$ 912.00	\$ 50,160.00	\$ 805.00	\$ 44,275.00
6	M.I.T.L. (LED) Mounted on Existing Base (Blue Lens)	15	Each	\$ 300.00	\$ 4,500.00	\$ 380.00	\$ 5,700.00	\$ 530.00	\$ 7,950.00	\$ 335.00	\$ 5,025.00
7	Removal of Existing Electrical System	1	L.S.	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 655.00	\$ 655.00	\$ 1,500.00	\$ 1,500.00
8	Seeding	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00	\$ 1,050.00	\$ 1,050.00	\$ 1,150.00	\$ 1,150.00
9	Mulching	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00	\$ 1,050.00	\$ 1,050.00	\$ 1,150.00	\$ 1,150.00
<b>Add Alternate No. 1 Total:</b>				<b>\$ 70,425.00</b>		<b>\$ 70,293.00</b>		<b>\$ 91,850.50</b>		<b>\$ 76,613.50</b>	
<b>ADD ALTERNATE NO. 2</b>											
1	Install Cable In Duct (1/c, #8 AWG, 5 kV, XLP/USE)	9,070	L.F.	\$ 1.50	\$ 13,605.00	\$ 1.00	\$ 9,070.00	\$ 2.30	\$ 20,861.00	\$ 0.95	\$ 8,616.50
2	Bare Counterpoise Wire (#6 AWG) Installed in Separate Trench	4,030	L.F.	\$ 1.50	\$ 6,045.00	\$ 1.00	\$ 4,030.00	\$ 1.70	\$ 6,851.00	\$ 1.20	\$ 4,836.00
3	Install 7.5 kW Constant Current Regulator and Controls	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00	\$ 12,465.00	\$ 12,465.00	\$ 9,900.00	\$ 9,900.00
4	2" PVC, Schedule 80, Bore Duct Under Pavement	100	L.F.	\$ 30.00	\$ 3,000.00	\$ 25.00	\$ 2,500.00	\$ 20.00	\$ 2,000.00	\$ 18.00	\$ 1,800.00
5	1" PVC Electrical Duct and Trench	4,170	L.F.	\$ 2.00	\$ 8,340.00	\$ 1.95	\$ 8,131.50	\$ 0.80	\$ 3,336.00	\$ 2.50	\$ 10,425.00
6	Retroreflective Markers	4	Each	\$ 180.00	\$ 720.00	\$ 75.00	\$ 300.00	\$ 80.00	\$ 320.00	\$ 75.00	\$ 300.00
7	M.I.T.L. (LED) Base Mounted (Blue Lens)	86	Each	\$ 625.00	\$ 53,750.00	\$ 620.00	\$ 53,320.00	\$ 912.00	\$ 78,432.00	\$ 805.00	\$ 69,230.00
8	M.I.T.L. (LED) Mounted on Existing Base (Blue Lens)	15	Each	\$ 300.00	\$ 4,500.00	\$ 380.00	\$ 5,700.00	\$ 530.00	\$ 7,950.00	\$ 335.00	\$ 5,025.00
9	Removal of Existing Electrical System	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,310.00	\$ 1,310.00	\$ 1,500.00	\$ 1,500.00
10	Seeding	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00	\$ 1,050.00	\$ 1,050.00	\$ 1,150.00	\$ 1,150.00
11	Mulching	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00	\$ 1,050.00	\$ 1,050.00	\$ 1,150.00	\$ 1,150.00
<b>Add Alternate No. 2 Total:</b>				<b>\$ 106,960.00</b>		<b>\$ 100,251.50</b>		<b>\$ 135,625.00</b>		<b>\$ 113,932.50</b>	
<b>Total Base Bid &amp; Add Alternate No. 1:</b>				<b>\$ 357,947.50</b>		<b>\$ 326,889.25</b>		<b>\$ 411,747.75</b>		<b>\$ 432,626.50</b>	
<b>Total Base Bid &amp; Add Alternate No. 2:</b>				<b>\$ 394,482.50</b>		<b>\$ 356,847.75</b>		<b>\$ 455,522.25</b>		<b>\$ 469,945.50</b>	

# LOCHNER

				Engineer's Estimate		CDL Electric 201 North Joplin Pittsburg, KS 66762					
Item No.	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>BASE BID</b>											
1	Mobilization	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 8,200.00	\$ 8,200.00	\$ -	\$ -	\$ -	\$ -
2	Temporary Marking, Lighting and Barricades	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 34,529.00	\$ 34,529.00	\$ -	\$ -	\$ -	\$ -
3	Supplemental Wind Cone (8 Foot)	3	Each	\$ 6,000.00	\$ 18,000.00	\$ 4,100.00	\$ 12,300.00	\$ -	\$ -	\$ -	\$ -
4	Install Cable In Duct (1/c, #8 AWG, 5kV, XLP/USE)	17,070	L.F.	\$ 1.50	\$ 25,605.00	\$ 3.60	\$ 61,452.00	\$ -	\$ -	\$ -	\$ -
5	Bare Counterpoise Wire (#6 AWG) Installed in Same Trench as Conductors	595	L.F.	\$ 1.00	\$ 595.00	\$ 1.10	\$ 654.50	\$ -	\$ -	\$ -	\$ -
6	Bare Counterpoise Wire (#6 AWG) Installed in Separate Trench	11,695	L.F.	\$ 1.50	\$ 17,542.50	\$ 2.40	\$ 28,068.00	\$ -	\$ -	\$ -	\$ -
7	Install 15.0 kW Constant Current Regulator and Controls	1	Each	\$ 18,000.00	\$ 18,000.00	\$ 17,450.00	\$ 17,450.00	\$ -	\$ -	\$ -	\$ -
8	Replace Pilot Control System	1	L.S.	\$ 17,800.00	\$ 17,800.00	\$ 10,076.00	\$ 10,076.00	\$ -	\$ -	\$ -	\$ -
9	1" PVC Electrical Duct and Trench	13,715	L.F.	\$ 2.00	\$ 27,430.00	\$ 2.72	\$ 37,304.80	\$ -	\$ -	\$ -	\$ -
10	L-867 Junction Box	28	Each	\$ 400.00	\$ 11,200.00	\$ 625.00	\$ 17,500.00	\$ -	\$ -	\$ -	\$ -
11	M.I.T.L. (LED) Base Mounted (Clear/Yellow Lens)	39	Each	\$ 925.00	\$ 36,075.00	\$ 1,309.00	\$ 51,051.00	\$ -	\$ -	\$ -	\$ -
12	M.I.R.L. (LED) Base Mounted (Clear/Clear Lens)	13	Each	\$ 925.00	\$ 12,025.00	\$ 1,197.00	\$ 15,561.00	\$ -	\$ -	\$ -	\$ -
13	M.I.T.L. (LED) Base Mounted (Blue Lens)	18	Each	\$ 625.00	\$ 11,250.00	\$ 1,150.00	\$ 20,700.00	\$ -	\$ -	\$ -	\$ -
14	New 1 Module (LED) Lighted Holding Position Sign (Size 3, Style 2)	2	Each	\$ 3,000.00	\$ 6,000.00	\$ 3,274.00	\$ 6,548.00	\$ -	\$ -	\$ -	\$ -
15	New 1 Module (LED) Lighted R/W Distance Remaining Sign (Size 5, Style 2)	4	Each	\$ 3,000.00	\$ 12,000.00	\$ 3,325.00	\$ 13,300.00	\$ -	\$ -	\$ -	\$ -
16	Install R.E.I.L. System	4	Each	\$ 10,000.00	\$ 40,000.00	\$ 11,223.00	\$ 44,892.00	\$ -	\$ -	\$ -	\$ -
17	Removal of Existing Electrical System	1	L.S.	\$ 6,000.00	\$ 6,000.00	\$ 12,868.00	\$ 12,868.00	\$ -	\$ -	\$ -	\$ -
18	Seeding	1	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 4,900.00	\$ 4,900.00	\$ -	\$ -	\$ -	\$ -
19	Mulching	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 3,200.00	\$ 3,200.00	\$ -	\$ -	\$ -	\$ -
<b>Base Bid Total:</b>					<b>\$ 287,522.50</b>		<b>\$ 400,554.30</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>ADD ALTERNATE NO. 1</b>											
1	Install Cable In Duct (1/c, #8 AWG, 5 kV, XLP/USE)	5,330	L.F.	\$ 1.50	\$ 7,995.00	\$ 3.60	\$ 19,188.00	\$ -	\$ -	\$ -	\$ -
2	Bare Counterpoise Wire (#6 AWG) Installed in Separate Trench	2,250	L.F.	\$ 1.50	\$ 3,375.00	\$ 2.40	\$ 5,400.00	\$ -	\$ -	\$ -	\$ -
3	Install 7.5 kW Constant Current Regulator and Controls	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 13,490.00	\$ 13,490.00	\$ -	\$ -	\$ -	\$ -
4	1" PVC Electrical Duct and Trench	2,340	L.F.	\$ 2.00	\$ 4,680.00	\$ 2.72	\$ 6,364.80	\$ -	\$ -	\$ -	\$ -
5	M.I.T.L. (LED) Base Mounted (Blue Lens)	55	Each	\$ 625.00	\$ 34,375.00	\$ 1,150.00	\$ 63,250.00	\$ -	\$ -	\$ -	\$ -
6	M.I.T.L. (LED) Mounted on Existing Base (Blue Lens)	15	Each	\$ 300.00	\$ 4,500.00	\$ 727.00	\$ 10,905.00	\$ -	\$ -	\$ -	\$ -
7	Removal of Existing Electrical System	1	L.S.	\$ 3,500.00	\$ 3,500.00	\$ 9,191.00	\$ 9,191.00	\$ -	\$ -	\$ -	\$ -
8	Seeding	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -
9	Mulching	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -
<b>Add Alternate No. 1 Total:</b>					<b>\$ 70,425.00</b>		<b>\$ 131,788.80</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>ADD ALTERNATE NO. 2</b>											
1	Install Cable In Duct (1/c, #8 AWG, 5 kV, XLP/USE)	9,070	L.F.	\$ 1.50	\$ 13,605.00	\$ 3.60	\$ 32,652.00	\$ -	\$ -	\$ -	\$ -
2	Bare Counterpoise Wire (#6 AWG) Installed in Separate Trench	4,030	L.F.	\$ 1.50	\$ 6,045.00	\$ 2.40	\$ 9,672.00	\$ -	\$ -	\$ -	\$ -
3	Install 7.5 kW Constant Current Regulator and Controls	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 13,490.00	\$ 13,490.00	\$ -	\$ -	\$ -	\$ -
4	2" PVC, Schedule 80, Bore Duct Under Pavement	100	L.F.	\$ 30.00	\$ 3,000.00	\$ 34.00	\$ 3,400.00	\$ -	\$ -	\$ -	\$ -
5	1" PVC Electrical Duct and Trench	4,170	L.F.	\$ 2.00	\$ 8,340.00	\$ 2.72	\$ 11,342.40	\$ -	\$ -	\$ -	\$ -
6	Retroreflective Markers	4	Each	\$ 180.00	\$ 720.00	\$ 160.00	\$ 640.00	\$ -	\$ -	\$ -	\$ -
7	M.I.T.L. (LED) Base Mounted (Blue Lens)	86	Each	\$ 625.00	\$ 53,750.00	\$ 1,150.00	\$ 98,900.00	\$ -	\$ -	\$ -	\$ -
8	M.I.T.L. (LED) Mounted on Existing Base (Blue Lens)	15	Each	\$ 300.00	\$ 4,500.00	\$ 727.00	\$ 10,905.00	\$ -	\$ -	\$ -	\$ -
9	Removal of Existing Electrical System	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 11,290.00	\$ 11,290.00	\$ -	\$ -	\$ -	\$ -
10	Seeding	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -
11	Mulching	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -
<b>Add Alternate No. 2 Total:</b>					<b>\$ 106,960.00</b>		<b>\$ 196,291.40</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Base Bid &amp; Add Alternate No. 1:</b>					<b>\$ 357,947.50</b>		<b>\$ 532,343.10</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Base Bid &amp; Add Alternate No. 2:</b>					<b>\$ 394,482.50</b>		<b>\$ 596,845.70</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

H:\KAC\PRJ\00008474\Project-Files\AE\EXCEL\Master-PayItems.xls\BID TAB

**TOTAL PROJECT BUDGET**  
**ATKINSON MUNICIPAL AIRPORT**  
**PITTSBURG, KANSAS**

**BASE BID**

Replace Runway 16-34 Threshold, Edge Lights and REIL's; Install Holding Position and Runway Distance Remaining Signs; Replace Runway 4-22 REIL's and Install Supplemental Wind Cones for Runways 16, 4 and 22

**ADD ALTERNATE NO.2**

Replace Connecting Taxiway and Hangar Taxilane Edge Lights (LED)

July 10, 2013

**PROJECT FUNDING**

FAA Grant - 14		\$ 453,181
Local Matching Funds for Grant - 14		\$ 50,353
	Total Grant - 14	\$ 503,534

**PROJECT COSTS**

	Local Cost (10%)	FAA Cost (90%)	Total Cost
FAA Grant - 14			
<b><u>Administrative</u></b>			
Advertising & Independent Fee Analysis (Est.)	\$ 230.00	\$ 2,070.00	\$ 2,300.00
<b>Subtotal</b>	<b>\$ 230.00</b>	<b>\$ 2,070.00</b>	<b>\$ 2,300.00</b>
 <b><u>Engineering</u></b>			
Basic Services	\$ 4,030.00	\$ 36,270.00	\$ 40,300.00
Special Services	\$ 615.00	\$ 5,535.00	\$ 6,150.00
<b>Subtotal</b>	<b>\$ 4,645.00</b>	<b>\$ 41,805.00</b>	<b>\$ 46,450.00</b>
 <b><u>Construction Engineering</u></b>			
Construction Services	\$ 6,870.00	\$ 61,830.00	\$ 68,700.00
Additional Construction Services for Additional Construction Time (Supplemental Agreement No. 1)	\$ 1,135.00	\$ 10,215.00	\$ 11,350.00
<b>Subtotal</b>	<b>\$ 8,005.00</b>	<b>\$ 72,045.00</b>	<b>\$ 80,050.00</b>
 <b><u>Construction</u></b>			
Base Bid & Add Alt No. 2 Construction Cost	\$ 35,684.78	\$ 321,162.98	\$ 356,847.75
FAA REIL Flight Check (Est.)	\$ 1,000.00	\$ 9,000.00	\$ 10,000.00
16 - L-861E LED (MIRL) Threshold Lights & Transformers	\$ 788.62	\$ 7,097.62	\$ 7,886.24
<b>Subtotal</b>	<b>\$ 37,473.40</b>	<b>\$ 337,260.59</b>	<b>\$ 374,733.99</b>

**TOTAL PROJECT COSTS (EST.) \$ 50,353 \$ 453,181 \$ 503,534**

I:\KAC\PR\J000008474\Project-Files\AE\EXCEL\Master-Payitems.xls\BUDGET (BB&AA2)

**SUPPLEMENTAL AGREEMENT NO. 1 FOR SERVICES  
FOR IMPROVEMENTS TO THE  
ATKINSON MUNICIPAL AIRPORT  
PITTSBURG, KANSAS  
F.A.A. A.I.P. PROJECT NO. 3-20-0069-14  
ORIGINAL AGREEMENT DATED MARCH 26, 2013**

THIS SUPPLEMENTAL AGREEMENT NO. 1 made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Pittsburg, Kansas, with offices located at 201 West 4<sup>th</sup> Street, Pittsburg, KS 66762, hereinafter referred to as the "Sponsor", and H.W. Lochner, Inc. (Lochner), with offices located at 903 East 104<sup>th</sup> Street, Suite 800, Kansas City, MO 64131-3451, hereinafter called the "Consultant."

WITNESSETH:

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

Original Agreement -- Base Bid

- Replace Runway 16-34 Edge Lighting and Runway End Identifier Lights (REILs)
- Replace East Portion of Apron Connecting Taxiway Edge Lighting
- Replace Runway 4-22 REILs
- Install Runway 16-34 Holding Position Signs and Distance Remaining Signs
- Install Supplemental Wind Cones for Runways 16, 4, and 22
- Prepare Disadvantaged Business Enterprise (DBE) Program for Federal Fiscal Year 2013-2015 and Calculate DBE Goal for the Electrical Improvements Project
- These items are being funded through a future grant from the Federal Aviation Administration (FAA)

Supplemental Agreement No. 1 -- Base Bid plus Add Alternate No. 2

- Replace Runway 16-34 Edge Lighting and Runway End Identifier Lights (REILs)
- Replace Runway 4-22 REILs
- Install Runway 16-34 Holding Position Signs and Distance Remaining Signs
- Install Supplemental Wind Cones for Runways 16, 4, and 22
- Replace Connecting Taxiway and Hangar Taxiway Edge Lights (LED)
- Prepare Disadvantaged Business Enterprise (DBE) Program for Federal Fiscal Year 2013-2015 and Calculate DBE Goal for the Electrical Improvements Project
- These items are being funded through a future grant from the Federal Aviation Administration (FAA)

WHEREAS, the Sponsor now desires to add Compensation, necessary to provide 10 Calendar Days of additional Construction Observation Services associated with Add Alternate No. 2, to the Original Agreement.

WHEREAS, the Sponsor has agreed to employ the Consultant to perform the engineering services required for performing field investigations and for preparing engineer's design report, designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and Project budget. The Consultant shall also assist the Sponsor with bidding and administrative services. The Consultant will also provide construction administration and observation services for the proposed Project.

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

**ARTICLE I  
SCOPE OF SERVICES**

No Change from Original Agreement.

**ARTICLE II  
SPONSOR'S RESPONSIBILITIES**

No Change from Original Agreement.

**ARTICLE III  
TIME SCHEDULE**

No Change from Original Agreement.

**ARTICLE IV  
COMPENSATION**

Delete the entire contents of Article IV, Compensation, from Original Agreement, and replace with the following:

The Sponsor agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

**COMPENSATION SCHEDULE**

**A. BASIC SERVICES**

1. Preliminary Phase (Original Agreement).....	\$ 4,400.00 Lump Sum
2. Design Phase (Original Agreement) .....	\$ 29,000.00 Lump Sum
3. Bidding Phase (Original Agreement).....	<u>\$ 6,900.00</u> Lump Sum
Subtotal Basic Services (Original Agreement)	\$ 40,300.00 Lump Sum

**B. SPECIAL SERVICES**

1. Administrative Assistance (Original Agreement).....	\$ 3,550.00 Lump Sum
2. Update DBE Program (Original Agreement).....	<u>\$ 2,600.00</u> Lump Sum
Subtotal Special Services (Original Agreement)	\$ 6,150.00 Lump Sum
<b>Total Basic and Special Services (Original Agreement) ....</b>	<b>\$ 46,450.00 Lump Sum</b>

**C. CONSTRUCTION SERVICES**

- 1. through 2. Construction Services (Original Agreement) ..... \$ 63,400.00 Not-To-Exceed
- 1. through 2. Construction Services (Supplemental Agreement No. 1) \$ 11,350.00 Not-To-Exceed
- Subtotal Construction Services      \$ 74,750.00 Not-To-Exceed**
- 3. Project Closeout Phase (Original Agreement) ..... \$ 5,300.00 Lump Sum

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

For Item A. Basic Services, Item B. Special Services, and Item C. Construction Services, Part 3, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Sponsor a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

The fixed payment to the Consultant for services outlined in Item C. 1. through 2., Construction Services, shall be \$8,377.64, and the total payment to the Consultant shall not exceed \$74,750.00.

If the Contractor exceeds a construction contract period of eighty (80) calendar days, the Consultant may renegotiate the respective fixed payment and not-to-exceed amount. The renegotiated fixed payment and not-to-exceed amount will be estimated based on direct salary costs, labor and general overhead, out-of-pocket expenses, and profit similar to those used in this Agreement.

Travel on and off the Project site required of Consultant personnel will be compensated at the current rate allowed by the Internal Revenue Service. Travel expenses and labor will be charged to and from the Consultant's Kansas City, Missouri office and Salina, Kansas office.

For engineering services applicable to Item C., Parts 1 and 2, the Consultant will submit monthly statements to the Sponsor for payroll costs times a factor for labor and general administrative overhead (2.7578) and all other expenses incurred on the Project. A pro rata share of the fixed payment in proportion of the statement amount to the not-to-exceed amount will be included on the monthly statement.

Costs other than personnel services incurred by the Consultant will be documented in the written statement and will be at the cost to the Consultant from the vendor.

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

**ARTICLE V  
MANDATORY FEDERAL CONTRACT PROVISIONS**

No Change from Original Agreement.

**ARTICLE VI  
MISCELLANEOUS PROVISIONS**

No Change from Original Agreement.

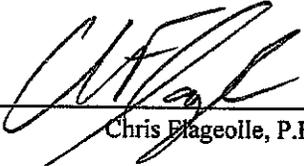
IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be signed by their duly authorized officers on the day and year first above-written. This Supplemental Agreement shall be binding upon the undersigned parties, their successors, partners, assigns, and legal representatives. All other stipulations of the Original Agreement dated March 26, 2013 shall remain in effect.

ATTEST:

By: \_\_\_\_\_

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

ATTEST:

By:  \_\_\_\_\_  
Chris Blageolle, P.E.

Title: Project Manager

SPONSOR:

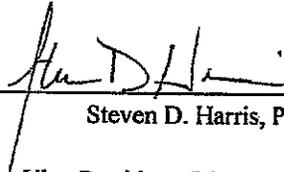
CITY OF PITTSBURG, KANSAS

By: \_\_\_\_\_

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

CONSULTANT:

H.W. LOCHNER, INC.

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

Title: Vice-President -Director of Aviation

**DERIVATION OF CONSULTANT PROJECT COSTS FOR  
CONSTRUCTION OBSERVATION SERVICES**

**80 CALENDAR DAYS CONSTRUCTION CONTRACT**

**BASE BID**

REPLACE R/W 16-34 EDGE LIGHTING AND REIL'S  
REPLACE R/W 4-22 REIL'S  
INSTALL R/W 16-34 HOLDING POSITION SIGNS & DIST. REMAINING SIGNS  
INSTALL SUPPLEMENTAL WIND CONES FOR R/W's 16, 4 AND 22

**ADD ALTERNATE NO. 2**

REPLACE CONNECTING TAXIWAY  
AND HANGAR TAXILANE EDGE LIGHTS (LED)

FAA PROJECT NO. A.I.P. 3-20-0069-014  
ATKINSON MUNICIPAL AIRPORT  
PITTSBURG, KANSAS

July 11, 2013

**1. DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$60.00	\$ -
Const. Services Mgr.	63	\$44.00	\$ 2,772.00
Design Engineer II	18	\$35.00	\$ 630.00
Construction Observer	543	\$30.00	\$ 16,290.00
Sr. Electrical Engineer	8	\$45.00	\$ 360.00
Administrative Asst.	10	\$20.00	\$ 200.00
			<u>\$ 20,252.00</u>

Total Direct Salary Costs = \$ 20,252.00

**2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD**

Percentage of Direct Salary Costs @ 175.78% = \$ 35,598.97

**3. SUBTOTAL:**

Items 1 and 2 = \$ 55,850.97

**4. PROFIT:**

15% of Item 3 Subtotal = \$ 8,377.64

Subtotal of Items 3 and 4 \$ 64,228.61

**5. OUT-OF-POCKET EXPENSES:**

a. Mileage 4,064 miles @\$0.565/mile = \$ 2,296.32  
b. Meals 61 days @ \$39.00/day = \$ 2,384.57  
c. Motel 57 days @ \$75.00/day = \$ 4,285.71  
d. Materials & Supplies = \$ 54.78

Total Out-of-Pocket Expenses = \$ 9,021.39

**6. SUBCONTRACT COST:**

a. Construction Materials Testing \$ 1,500.00

**7. TOTAL FEE:**

Items 3, 4, 5 and 6 \$ 74,750.00

Amount included in Original Agreement  
Dated March 26th, 2013 \$ 63,400.00

Amount Added by Supplemental Agreement No. 1 \$ 11,350.00



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**GRANT AGREEMENT**  
**PART I – OFFER**

---

**JUL 17 2013**

*Date of Offer*

**Atkinson Municipal**  
*(herein called the "Airport")*  
**3-20-0069-014-2013**

*Grant No*

**030662175**

*DUNS No*

**TO:** City of Pittsburg  
(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 July 15, 2013, for a grant of Federal funds for a project at or associated with the Atkinson Municipal Airport, 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:

**Rehabilitate Runway Lighting**  
**(Runway 16-34 MIRL, Runway 16-34 REIL(s), Runway 4-22 REIL(s), Airfield Signage, Taxiway Edge**  
**Lights and Supplemental Windcones)**  
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 (90) per centum 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 **\$453,181**. 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:
  - \$ 0 for planning
  - \$ **453,181** 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 **August 16, 2013**, 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 dispersed 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. **CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS**

**A. Requirement for Central Contractor Registration (CCR)**

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration and more frequently if required by changes in your information or another award term.

**B. Requirement for Data Universal Numbering System (DUNS) Numbers**

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).

2. Data Universal Numbering System

DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

10. **ELECTRONIC GRANT PAYMENT(S):** The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

A. Grant Recipient Requirements.

- (1) Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
- (2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.

B. System User Access.

- (1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee

via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.

- (2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:

DOT Enterprise Services Center  
FAA Accounts Payable, AMZ-100  
PO Box 25710  
Oklahoma City, OK 73125

- (3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>).

- C. **Waivers.** DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

- (1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30, room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, [DOTElectronicInvoicing@dot.gov](mailto:DOTElectronicInvoicing@dot.gov). The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.
- (2) If a grantee is granted a waiver, the grantee should submit all hard-copy invoices directly to:

DOT/FAA  
PO Box 25082  
AMZ-110  
Oklahoma City, OK 73125

11. **INFORMAL LETTER AMENDMENT OF AIP PROJECTS:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
12. **AIR AND WATER QUALITY:** Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.
13. **PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:** For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below

Pavement Maintenance Management Program

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:

- (1) location of all runways, taxiways, and aprons;
- (2) dimensions;
- (3) type of pavement, and;
- (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

b. **Inspection Schedule.**

- (1) **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.
- (2) **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

14. **PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000:** The Sponsor agrees to perform the following:

a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:

- (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
- (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
- (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
- (4) Qualifications of engineering supervision and construction inspection personnel.
- (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
- (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

- b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
  - c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
  - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
15. **BUY AMERICAN REQUIREMENT:** 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.
16. **MAXIMUM OBLIGATION INCREASE FOR NONPRIMARY AIRPORTS:** In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer
- a. may not be increased for a planning project;
  - b. may be increased by not more than 15 percent for development projects;
  - c. may be increased by not more than 15 percent for land projects.

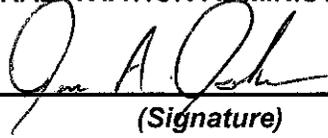
#### SPECIAL CONDITIONS

17. **AIRPORT-OWNED VISUAL OR ELECTRONIC NAVAIDS IN PROJECT:** The Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the equipment and check the facility prior to its commissioning to assure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable, and mark and light the runway, as appropriate. The Federal Aviation Administration will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.
18. **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 3 years of this Grant Agreement. Said interest shall provide the protection noted in above Subparagraphs a and b.
19. **PLANS & SPECIFICATIONS APPROVED:** It is understood and agreed by and between the parties hereto that any reference herein or in the aforesaid Application for Federal Assistance, dated 07/15/2013, to plans and/or specifications shall refer to the plans and/or specifications as approved by the FAA on 06/17/2013.

**This page intentionally left blank.**

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



---

*(Signature)*

Jim A. Johnson

---

*(Typed Name)*

Manager, Airports Division

---

*(Title)*

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application. I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

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

City of Pittsburg  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Designated Official Representative)*

(SEAL)

By:

\_\_\_\_\_  
*(Name of Sponsor's Designated Official Representative)*

Title:

\_\_\_\_\_  
*(Title of Sponsor's Designated Official Representative)*

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

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

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

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

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

**Application for Federal Assistance SF-424**

*1. Type of Submission:		*2. Type of Application		* If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Continuation	*Other (Specify) _____
<input type="checkbox"/> Changed/Corrected Application		<input type="checkbox"/> Revision		

*3. Date Received:	4. Applicant Identifier:
--------------------	--------------------------

5a. Federal Entity Identifier: 3-20-0069-014	*5b. Federal Award Identifier:
---	--------------------------------

**State Use Only:**

6. Date Received by State:	7. State Application Identifier:
----------------------------	----------------------------------

**8. APPLICANT INFORMATION:**

\*a. Legal Name: City of Pittsburg, Kansas

*b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6041003	*c. Organizational DUNS: 030662175
--	---------------------------------------

**d. Address:**

\*Street 1: 201 W. 4<sup>th</sup> Street

Street 2: \_\_\_\_\_

\*City: Pittsburg

County: Crawford

\*State: Kansas

Province: \_\_\_\_\_

\*Country: United States

\*Zip / Postal Code 66762

**e. Organizational Unit:**

Department Name: <u>City of Pittsburg, Kansas</u>	Division Name:
--	----------------

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Mr. \*First Name: William

Middle Name: \_\_\_\_\_

\*Last Name: Beasley

Suffix: \_\_\_\_\_

Title: Director of Public Works

Organizational Affiliation:

\*Telephone Number: (620) 231-4170 Fax Number: (620) 231-0964

\*Email: bill.beasley@pittks.org

**Application for Federal Assistance SF-424**

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

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**12. Funding Opportunity Number:**

\_\_\_\_\_

Title:

\_\_\_\_\_

**13. Competition Identification Number:**

\_\_\_\_\_

Title:

\_\_\_\_\_

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

City of Pittsburg, Crawford County, Kansas

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

Design, Construction, and Construction Services for the replacement of Runway 16-34 edge lights, threshold lights, and REILs; installation of holding position and runway distance remaining signs; replacement of Runway 4-22 REILs; installation of supplemental wind cones for Runways 16, 4, and 22; and replacement of connecting taxiway and hangar taxilane edge lights (LED).

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

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\*a. Applicant: KS-002

\*b. Program/Project: KS-002

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date: 9/1/2013

\*b. End Date: 4/30/2014

**18. Estimated Funding (\$):**

*a. Federal	453,181.00
*b. Applicant	50,353.00
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	503,534.00

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E. O. 12372

**\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes       No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr.

Middle Name: R.

\*Last Name: Hall

Suffix: \_\_\_\_\_

\*First Name: Daron

\*Title: City Manager

\*Telephone Number: (620) 240-5123

Fax Number: (620) 231-0964

\* Email: daron.hall@pittks.org

\*Signature of Authorized Representative:

*Daron Hall*

\*Date Signed: 7-15-13

**Application for Federal Assistance SF-424**

**\*Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

**PART II**

**PROJECT APPROVAL INFORMATION  
SECTION A**

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

**PART II - SECTION C**

The Sponsor hereby represents and certifies as follows:

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

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

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

None

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

None

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

Yes

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

Yes

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

Yes

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

N/A

8. Air and Water Quality Standards. - In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

**PART II - SECTION C (Continued)**

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

None

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

Fee Simple:

Parcel 1, 73.44 Acres; Parcel 2, 326.56 Acres; Parcel 3, 2.41 Acres; Parcel 4, 12.39 Acres; Parcel 5, 1.42 Acres; Parcel 6, 11.044 Acres; Parcel 7, 6.959 Acres; Parcel 8, 16.890 Acres; Parcel 9, 21.597 Acres; Parcel 10, 5.740 Acres; Parcel 11, 14.160 Acres; Parcel 12, 1.09 Acres; Parcel 13, 0.320 Acres

Avigation Easement:

Tract 1, 1.93 Acres; Tract 2, 10.82 Acres; Tract 3, 11.04 Acres; Tract 4, 0.975 Acres; Tract 5, 1.211 Acres; Tract 7, 1.25 Acres; Tract 8, 0.353 Acres; Tract 9, 0.249 Acres

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

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

None

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

None

---

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

**PART III - BUDGET INFORMATION - CONSTRUCTION**

**SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No.....

2. Functional or Other Breakout.....

**SECTION B - CALCULATION OF FEDERAL GRANT**

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 2,300.00
2. Preliminary expense			----
3. Land, structures, right-of-way			----
4. Architectural engineering basic fees			46,450.00
5. Other Architectural engineering fees			----
6. Project inspection fees			80,050.00
7. Land development			----
8. Relocation Expenses			----
9. Relocation payments to Individuals and Businesses			----
10. Demolition and removal			----
11. Construction and project improvement			356,848.00
12. Equipment - L-861E LED (MIRL) Threshold Lights			7,886.00
13. Miscellaneous - REIL Flight Check			10,000.00
14. Total (Lines 1 through 13)			503,534.00
15. Estimated Income (if applicable)			----
16. Net Project Amount (Line 14 minus 15)			503,534.00
17. Less: Ineligible Exclusions			----
18. Add: Contingencies			----
19. Total Project Amt. (Excluding Rehabilitation Grants)			503,534.00
20. Federal Share requested of Line 19			453,181.00
21. Add Rehabilitation Grants Requested (100 Percent)			----
22. Total Federal grant requested (lines 20 & 21)			453,181.00
23. Grantee share			50,353.00
24. Other shares			----
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 503,534.00

**SECTION C - EXCLUSIONS**

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. <b>Totals</b>	\$	\$

**SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

<b>27. Grantee Share</b>	\$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain) - CASH	50,353.00
h. TOTAL - Grantee share	50,353.00
<b>28. Other Shares</b>	
a. State	
b. Other	
c. Total Other Shares	
<b>29. TOTAL</b>	\$ 50,353.00

**SECTION E - REMARKS**

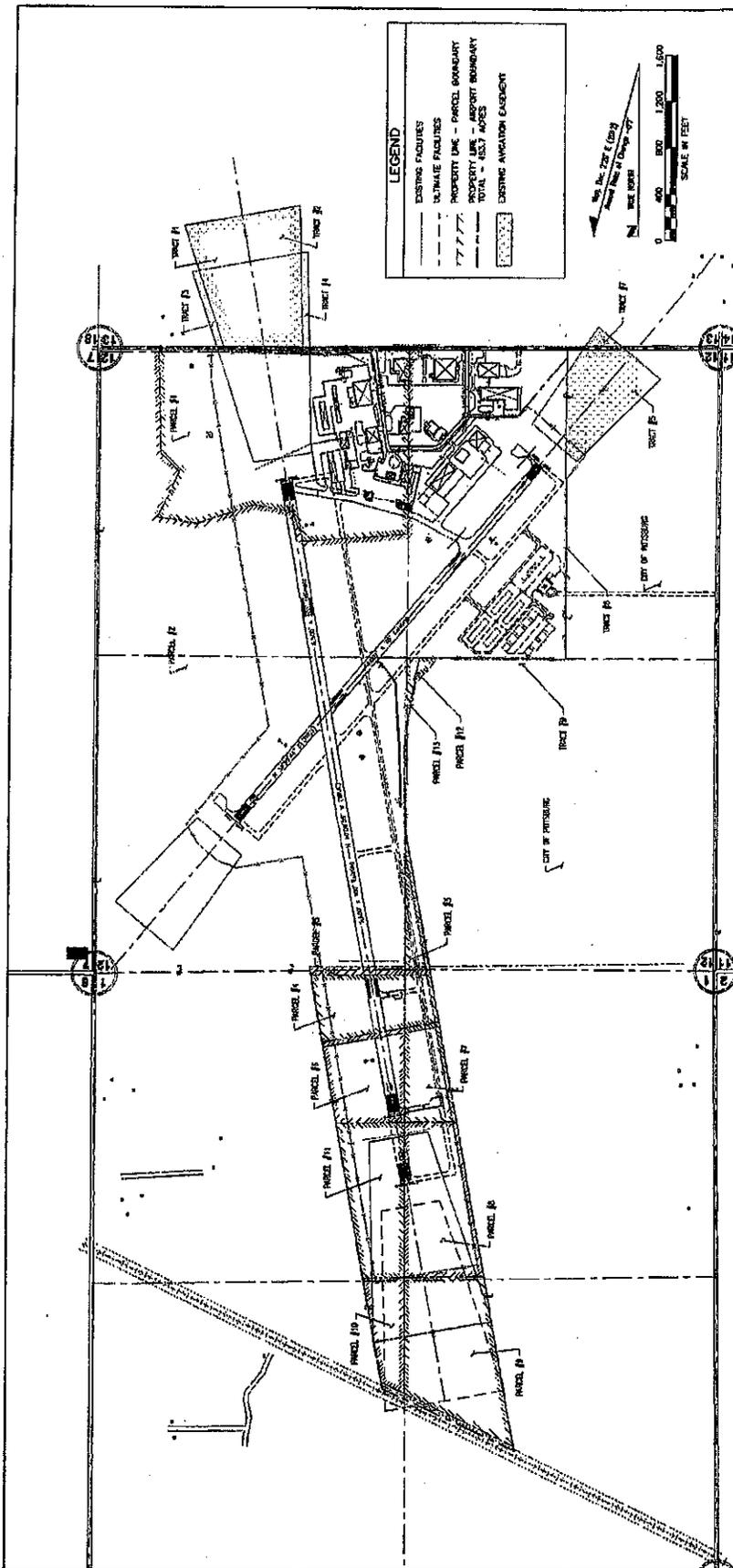
**PART IV PROGRAM NARRATIVE (Attach - See Instructions)**

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

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

<b>PROJECT : Edge Lighting</b>
<b>AIRPORT : Atkinson Municipal Airport</b>
<b>1. Objective:</b> Replace Runway 16-34 edge lights, threshold lights, and REIL's; install holding position and runway distance remaining signs; replace Runway 4-22 REIL's and install supplemental wind cones for Runways 16, 4, and 22; and replace connecting taxiway and hangar taxiway edge lights (LED).
<b>2. Benefits Anticipated:</b> The edge lighting for Runway 16-34 and the REIL's for Runways 16-34 and 4-22 need replacing. In addition, holding position signs, runway distance remaining signs, and supplemental wind cones will be installed. All of these visual aid improvements will increase safety at the airport.
<b>3. Approach :</b> <i>(See approved Scope of Work in Final Application)</i> It is anticipated that this project will begin construction in FY 2013 and be completed in FY 2014. Construction Services will include construction administration, observation, and materials testing. <b>Strukel Electric, Inc. -- Prime Contractor</b> <b>Lochner -- Consultant: Design and Construction Services</b>
<b>4. Geographic Location:</b> Atkinson Municipal airport, Pittsburg, Crawford County, Kansas
<b>5. If Applicable, Provide Additional Information:</b> N/A
<b>6. Sponsor's Representative:</b> <i>(include address &amp; telephone number)</i> <b>Bill Beasley</b> <b>Director of Public Works</b> <b>201 W. 4<sup>th</sup> Street</b> <b>Pittsburg, KS 66762</b> <b>Phone: (620) 231-4170</b>



**EXISTING AIRPORT PROPERTY**

PARCEL #	OWNER	ACQUISITION DATE	ACQUISITION TYPE	ACQUISITION COST	ACQUISITION AREA (SQ. FT.)	FEDERAL PROJECT NO.	APRIS
PARCEL 1	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 2	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 3	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 4	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 5	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 6	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 7	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 8	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 9	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 10	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 11	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 12	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 13	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 14	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 15	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 16	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 17	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 18	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 19	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 20	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 21	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 22	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 23	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 24	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 25	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 26	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 27	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 28	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 29	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 30	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 31	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 32	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 33	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 34	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 35	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 36	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 37	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 38	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 39	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 40	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 41	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 42	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 43	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 44	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 45	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 46	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 47	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 48	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 49	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	
PARCEL 50	CITY OF PITTSBURGH	1/14/74	EMPHASIS	18	18	NA	

**PROPERTY MAP**

AERIAL PHOTOGRAPH, 1978  
 PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
 1000 UNIVERSITY AVENUE, SUITE 100  
 PITTSBURGH, PENNSYLVANIA 15202

DATE: 11/14/74

SCALE: AS SHOWN

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION

**DRUG-FREE WORKPLACE**

City of Pittsburg, Kansas

Atkinson Municipal Airport

AIP No. 3-20-0069-014

(Sponsor)

(Airport)

(Project Number)

*Description of Work:*

Base Bid: Replace Runway 16-34 Threshold Lights, Edge Lights, and REIL's; Install Holding Position and Runway Distance Remaining Signs; Replace Runway 4-22 REIL's and Install Supplemental Wind Cones for Runways 16, 4 and 22.

Add Alternate No. 2: Replace Connecting Taxiway and Hangar Taxilane Edge Lights (LED)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been or will be established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			

- |   | Yes                                 | No                       | N/A                      |
|---|-------------------------------------|--------------------------|--------------------------|
| 5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:   |                                     |                          |                          |
| a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.  |                                     |                          |                          |
| 7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

I have prepared documentation shown below or attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified below or in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

	Location	Location	Location
Street Address:	<u>201 W. 4<sup>th</sup> Street</u>	_____	_____
City:	<u>Pittsburg</u>	_____	_____
State:	<u>Kansas</u>	_____	_____
Zip code:	<u>66762</u>	_____	_____

City of Pittsburg, Kansas

Name of Sponsor

*Daron R. Hall*

Signature of Sponsor's Designated Official Representative

Daron R. Hall

Type Name of Sponsor's Designated Official Representative

City Manager

Typed Title of Sponsor's Designated Official Representative

7-15-13

Date of Signature

**ASSURANCES**  
**Airport Sponsors**

---

**A. General.**

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

**B. Duration and Applicability.**

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

**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. 874.1
- 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 11998 – 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 (nonprocurement) 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 this grant agreement.

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

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

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

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

**4. Good Title.**

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or

modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in

permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **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 this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.** It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to

commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

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

**18. Planning Projects.** In carrying out planning projects:

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

**19. Operation and Maintenance.**

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

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

- 1) Operating the airport's aeronautical facilities whenever required;
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

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

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

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

**22. Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for

furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

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

**25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the

airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- 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 this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
- 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

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

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars

and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- 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 except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

**30. Civil Rights.** It will 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, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another

project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 01/12/2012 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.



**FAA  
Airports**

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

Updated: 4/16/2013

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

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

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

NUMBER	TITLE
150/5320-12C Changes 1- 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1K Change 1	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

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

1005  
10012

NUMBER	TITLE
150/5395-1	Seaplane Bases

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

Updated: 4/16/2013

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D Changes 1 - 4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program

**ADDENDUM TO ECONOMIC  
DEVELOPMENT SERVICES AGREEMENT**

This Addendum, made and entered into on the 23rd day of July, 2013 between the Pittsburg Area Chamber of Commerce, hereinafter referred to as the “Chamber”, and the City of Pittsburg, Kansas, hereinafter referred to as the “City”.

WHEREAS, a certain Economic Development Services Agreement was entered into by and between the Chamber and the City on or about December 18, 2012, hereinafter referred to as the “Agreement”.

WHEREAS, the Chamber and the City desire to make certain changes to the Agreement as set forth herein below.

THEREFORE, it is hereby agreed to by the Chamber and the City as follows:

1) Paragraph 2 shall be amended as follows:

**2. Chamber as Independent Contractor**

The City shall retain the Chamber as an independent contractor, and the Chamber hereby accepts such independent contractor relationship, upon the terms and conditions set forth in this Agreement. The Chamber will perform consulting and advisory services on behalf of the City with respect to all matters relating to or affecting business and industrial recruitment and retention. The Chamber shall perform and discharge well and faithfully for the City such services during the term of this Agreement. The City shall provide such financial, legal and other administrative services as may be necessary to carry out the terms of this Agreement.

2) Paragraph 3.2 shall be amended as follows:

**3.2 Expenses**

Out of the fees specified in Section 3.1, the Chamber will pay any and all operating expenses and overhead costs for the Services it agrees to provide to the City, including payroll, withholding taxes, health insurance, and any and all other benefits it normally provides to its employees, in addition to regular and reasonable traveling operating expenses. The City shall pay for the development and production costs relating to marketing brochures and materials, website and Internet designs exclusively related to economic development, and any other advertising materials that the City and the Chamber shall agree are necessary for the Chamber to fulfill the terms of this Agreement.

The City shall also pay directly to the vendors or other third parties dues and memberships in various regional and national economic development organizations as agreed upon by the parties, which may be amended from time to time by mutual consent of the parties.

3) The original Exhibit A attached to the Agreement shall be replaced by the successor Exhibit A attached hereto.

4) All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum to be effective on the date above written.

**CITY OF PITTSBURG, KANSAS:**

By: \_\_\_\_\_  
Mayor

**PITTSBURG AREA CHAMBER OF COMMERCE:**

By: \_\_\_\_\_  
Chairman of the Board

## **ECONOMIC DEVELOPMENT SERVICES AGREEMENT**

This Agreement between the Pittsburg Area Chamber of Commerce, a Kansas not-for-profit corporation, hereinafter referred to as the "Chamber," and the City of Pittsburg, Kansas, a Kansas municipal corporation, hereinafter referred to as the "City," is effective January 1, 2014.

**WHEREAS**, the City and the Chamber have historically cooperated to encourage industry and businesses by using the volunteer efforts of Chamber members; and,

**WHEREAS**, the volunteer members of the Chamber require additional support from the City to effectively attract businesses, industries and manufacturing concerns to the City, as well as promoting the expansion and growth of existing businesses and industries already located in the City; and,

**WHEREAS**, the Governing Body of the City desires to obtain necessary additional services related to the location of industry and manufacturing businesses in the City and surrounding areas; and,

**WHEREAS**, the Chamber, through its skilled and knowledgeable employees, is qualified and capable of performing the services related to the location of industry and manufacturing businesses in the City, and the continuation of mutually beneficial relationships with existing businesses and industries.

**NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties agree as follows:**

### **1. Retention of Chamber; Description of Services**

- a. As of the effective date of this Agreement, the City agrees to retain the Chamber and the Chamber agrees to perform and complete the services related to attracting industries and businesses to the City, and to promoting and assisting in the growth and expansion of existing businesses and industries, as generally described in the Scope of Work, attached as Exhibit A and incorporated by reference. The Scope of Work shall include services relating to the attraction and recruitment of businesses and industries of all types to locate and/or grow within the geographic boundaries of the City, as well as promoting and developing ongoing and substantial contacts with existing businesses located within the City.
- b. The City reserves the right to direct revision of the Scope of Work at the City's discretion, to the extent that such revisions are consistent with the intent of this Agreement and are agreeable with the Chamber.
- c. The term "Services" when used in this Agreement shall mean all services set forth in the Scope of Work. The Chamber shall not provide any additional services to the City as a part of this Agreement without the prior written consent of the City.

## **2. Chamber as Independent Contractor**

The City shall retain the Chamber as an independent contractor, and the Chamber hereby accepts such independent contractor relationship, upon the terms and conditions set forth in this Agreement. The Chamber will perform consulting and advisory services on behalf of the City with respect to all matters relating to or affecting business and industrial recruitment and retention. The Chamber shall perform and discharge well and faithfully for the City such services during the term of this Agreement. The City shall provide such financial, legal and other administrative services as may be necessary to carry out the terms of this Agreement.

## **3. Compensation; Expenses**

### **3.1 Fees**

In full satisfaction for any and all services rendered by the Chamber for the City under this Agreement, as specified in Exhibit A, the City will pay the Chamber the total sum of Sixty Thousand and no/100 (\$60,000.00) Dollars annually, payable in equal monthly installments on or before the 5th day of each month on account of the prior month.

### **3.2 Expenses**

Out of the fees specified in Section 3.1, the Chamber will pay any and all operating expenses and overhead costs for the Services it agrees to provide to the City, including payroll, withholding taxes, health insurance, and any and all other benefits it normally provides to its employees, in addition to regular and reasonable traveling operating expenses. The City shall pay for the development and production costs relating to marketing brochures and materials, website and Internet designs exclusively related to economic development, and any other advertising materials that the City and the Chamber shall agree are necessary for the Chamber to fulfill the terms of this Agreement. The City shall also pay directly to the vendors or other third parties dues and memberships in various regional and national economic development organizations as agreed upon by the parties, which may be amended from time to time by mutual consent of the parties.

### **3.3 Withholding; Benefits**

All fees payable to the Chamber under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, or income taxes, nor shall the City be obligated to pay any of Chamber's employees' taxes. The Chamber hereby agrees that it shall be solely responsible for all taxes, withholding, FICA, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding. In addition, the Chamber, its employees or assigns, shall not be eligible for, nor participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

## **4. Reporting to the City.**

The Chamber President shall review and monitor the progress made by the Chamber on all aspects of the Services to be provided to the City, including specific contacts made with prospects, as well as with existing businesses and industries, and shall report the same no less than weekly to the City Manager in a confidential report. The City Manager may provide all or any part of this report to the City Commission. The Chamber President shall also participate in any meetings of the City Commission and/or City Staff that the City Manager deems necessary or expedient to promote the economic development activities of the City through this Agreement, and the City shall provide whenever practicable at least 48 hours' prior notice of any meeting or event requiring the attendance and participation of the Chamber. The Chamber President shall provide a report on the services provided by the Chamber under this Agreement to the City at least quarterly during regularly scheduled meetings of the governing body. The Scope of Work to be performed by the Chamber under this Agreement may be reviewed and amended by the City during each quarterly report.

## **5. Term and Termination.**

The initial term of this agreement shall begin on January 1, 2014, and terminate on December 31, 2014, unless terminated earlier in accordance with this Agreement. If the City and the Chamber wish to extend the term of this Agreement, then they may do so by a written extension signed by representatives of both parties on or about June 30, 2014, and the same may be extended from year to year thereafter through December 31 of each year by a similar written extension.

Notwithstanding anything to the contrary in Section 5., the independent contractor relationship under this Agreement may be terminated by either party without cause upon six (6) months' prior written notice. The relationship under this Agreement may also be terminated upon thirty (30) days advance written notice if, the current Chamber President leaves the employ of the Chamber, or in the City's sole determination:

- (1) The Chamber has refused, failed, or is unable to render consulting services under this Agreement;
- (2) The Chamber has breached any of its other obligations under this Agreement; or
- (3) The Chamber has engaged or is engaging in conduct that in the City's sole determination is detrimental to the City.

If the independent contractor relationship is terminated for any of the reasons set forth in the preceding paragraph, the right of the Chamber to compensation set forth in Section 3 of this Agreement shall cease on the date of such termination, and the City shall have no further obligation to the Chamber under any of the provisions of this Agreement.

## **6. Confidential Information**

(a) As used in this Agreement, the following words, terms, and phrases shall have the meanings set forth below:

(1) "Confidential Information" shall mean and include any and all information (as defined in this Agreement) of the following types, which may be provided by the City or a business or industrial prospect or existing Pittsburgh business or industry to the Chamber as a part of its recruitment and development activities pursuant to this Agreement, to-wit: (a) business or financial information, financial statements, projections, business plans, or strategic or marketing plans, market studies, or analyses of prospects or existing businesses or corporations; (b) cost and expense information, pricing and discount information, gross or net profit margins, or analyses; (c) technical data, specifications, computer software (including both source code and object code or "executable" software), databases, and database designs; (d) processes, transactions, and transaction procedures; (e) production data, shop drawings, engineering studies or reports, feasibility studies or manufacturing studies, product specifications, identity of suppliers or terms of supply agreements or arrangements, production procedures, trade secrets, or secret or proprietary processes and formulae; (f) marketing and customer data (including, but not limited to, identity or demographic analyses of customers), focus group reports, "shopping" reports, and marketing or advertising studies; (g) terms, conditions, provisions, or obligations of any contracts or agreements to which a prospect is a party or to which any of its assets are subject, or the identity of any Person who is a party to any contract or agreement with a prospect; (h) site selections or review reports, site selection criteria, demographic analyses of or regarding any locations of prospects, the terms of any lease for any such retail outlet, or any summary thereof; (i) the identity of any employee of any prospect, and the compensation, benefits, or terms of employment of any such employee; and (j) such other information of or regarding a prospect that it actually maintains as confidential or proprietary; provided, however, that such information shall be deemed confidential only to the extent that it (1) has not been previously disclosed to the public, or (2) is not ascertainable from public or published information or trade sources, or (3) is not subsequently publicly disclosed (other than by a violation of this Agreement). Any Information that is marked or otherwise identified as "Confidential Information" at the time of Disclosure shall be presumed to be Confidential Information for the purposes of this Agreement.

(2) "Information" shall mean and include any data or information disclosed in the form of (a) any written information, reports, documents, books, notebooks, memoranda, charts, or graphs; (b) computer tapes, disks, CD-ROM, files, or other mechanical or electronic media; (c) oral statements, representations, or presentations; (d) audio, visual, or audio-visual materials or presentations, including audiotapes, videocassettes, laser discs, or CDs; and (e) any other documentary, written, magnetic, or other permanent or semi-permanent form.

(3) "Disclose" or "Disclosure" shall mean and include any delivery, transmittal, presentation, or representation of Information, by any Person to any other Person.

(4) "Person" shall mean and include any individual or natural person, corporation, trust, proprietorship, partnership, limited partnership, joint venture, limited liability company, limited liability partnership, or any other entity.

(b) The Chamber President agrees that confidential information regarding prospects seeking assistance through the City's Sales Tax Revolving Loan Fund (RLF) shall not be provided to nor

shared with the Chamber Board of Directors unless such person is a current member of the City's Economic Development Advisory Committee. Further, the Chamber acknowledges and understands that all decisions in regard to the expenditure of RLF funds remains the sole and exclusive decision of the City's governing body.

(c) The Chamber, its employees, officers, directors, and assigns, agree to retain and maintain in strict confidence, and to require its agents, employees, independent contractors, and advisors to retain in confidence, any and all Confidential Information of any and all prospects which it may come into contact with. The Chamber agrees that, without the prior express written consent of the City or any of its business or industrial prospects, the Chamber shall not, either directly or indirectly, individually or in concert with others: (1) Disclose any such Confidential Information to any other Person; (2) use any such Confidential Information for the benefit of any Person other than the City; or (3) permit any Confidential Information to be Disclosed to or used by any Person other than the City.

(d) The Chamber expressly agrees and acknowledges that its obligations pursuant to this Section 6 shall continue, notwithstanding the expiration of this Agreement, the completion of the services, and/or any termination of this Agreement by either the City or the Chamber, so long as the Chamber, or any agent, employee, independent contractor, or advisor of the Chamber, has any knowledge, possession, or control of, or access to, any Confidential Information. Upon the completion of the services, or any other termination or expiration of this Agreement, for any reason, the Chamber shall, if required to do so by the City, promptly return to the City (without retaining copies, in any medium) any and all Confidential Information in the possession or control of the Chamber.

## **7. Assignment and Successors**

The Chamber may not assign any of its rights or duties under this Agreement without the prior written consent of the City, which shall be at its sole discretion. The parties agree that this Agreement shall be binding upon the successors of each party and shall insure to the benefit of, and be enforceable by, such successors, and any officers or directors thereof.

## **8. Governing Law**

The parties agree that this Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

## **9. Notices**

Any notices to be given under this Agreement shall be in writing, sent by registered or certified mail, postage prepaid, return receipt requested, or by telegram or facsimile followed by a confirmation letter sent as provided above, addressed to such party as follows:

(a) Notices to the City:

City Manager

City of Pittsburg, Kansas  
201 W. 4<sup>th</sup> Street  
P. O. Box 688  
Pittsburg, KS 66762

(b) Notices to the Chamber:

President  
Pittsburg Area Chamber of Commerce  
117 W. 4<sup>th</sup> Street  
P. O. Box 1115  
Pittsburg, KS 66762

Notices sent in accordance with this Section shall be deemed effective on the date of dispatch. Any changes in the information set forth in this Section shall be upon notice to the other party delivered in the manner set forth above.

**10. Entire Agreement**

This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements and negotiations, whether oral or written. There are no other agreements between the parties, except as set forth in this Agreement. No supplement, modification, waiver, or termination of this Agreement shall be binding unless in writing and executed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at Pittsburg, Kansas this \_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF PITTSBURG, KANSAS:**

By: \_\_\_\_\_  
Mayor

**PITTSBURG AREA CHAMBER OF COMMERCE:**

By: \_\_\_\_\_  
Chairman of the Board

# Exhibit A

## Economic Development

The duties related to assuming economic development responsibilities for the City of Pittsburg include at a minimum the activities below. The duties entail the establishment of tracking and reporting processes and systems required to adequately document and inform the City and any State or federal agencies regarding the status of any and all activities undertaken on behalf of the City regarding economic development. The City Manager will be provided weekly reports regarding activities related to economic activity. The responsibilities and activities listed herein will be amended as the agreement is renewed periodically.

### RESPONSIBILITIES

**Revolving Loan Projects** - Tracking of projects to include verification of compliance with loan agreements, reporting to the City Manager, City Commission, and relevant State and federal agencies regarding status of the Revolving Loan Fund (RLF) projects, and verification of financial status of payouts and repayments to the fund for both forgivable and non-forgivable loans, including projects funded using CDBG monies.

**Strategic Planning** – Working with local businesses and government to develop overall approaches to achieve enhanced economic activity in Pittsburg.

**Business Retention** – Developing activities that ensure businesses operating within Pittsburg remain in the city. This includes the continuation of the City’s Shop Local initiative.

**Existing Business Survey** – Conduct annual surveys of local businesses, including service, retail and manufacturing, to provide a picture of the economic climate of Pittsburg and the attitudes and issues facing businesses in the city. The purpose of the survey will be to identify actions that can be taken to enhance business activity.

**Business Startup Support** – Provide support for businesses wanting to start operations in Pittsburg. This would include help with obtaining the necessary licenses and permits, utility connections, and identification of community resources including potential supporting businesses as well as introductions to local business organizations.

**Business Recruitment** – Active efforts to attract new businesses to Pittsburg either through relocation or expansion. Make contact with at least 60 potential recruits annually

**State and Federal Advocacy** – Maintain contacts with State and federal legislators and agencies to support the economic interests of Pittsburg. Visit Washington D.C. for Highway 69 Project

**Innovation Engineering** – Actively support the development of new businesses from within Pittsburg by creating an environment conducive to startup operations and providing relevant resources that can be effectively accessed by startups. Host two mentoring events (lunch and a dinner/drinks event) where

experienced entrepreneur's (Gordon Elliot, Gene Bicknell, Ken Brock, etc.) meet with PAYP for a Q & A sessions

**Regional Coordination** – Work with regional governments and business organizations to minimize destructive competition related to business attraction and creation and to generate a mutually beneficial array of businesses throughout the region.

### ACTIVITIES for 2013

1. Expand retail/hospitality industry in south Pittsburg – Hotel feasibility study to be completed in 2013, subsequent efforts to be ongoing.
  - a. Construction of at least one hotel in the southern portion of Pittsburg
  - b. Identify gaps in hospitality/retail
  - c. Leverage future Pittsburg State University fine and performing arts center and indoor events center, along with the growth of Via Christi Hospital, to expand hospitality offerings
2. Enhance Pittsburg airport industrial park and ready it for future growth
  - a. Prepare a Business Plan for Atkinson Airport in 2013
  - b. Link this to the Atkinson interchange plan.
  - c. Review potential land acquisition beyond the current 240 acres.
  - d. Aggressively market airport industrial park through Kansas Department of Commerce, Joplin Regional Prosperity Initiative and other prospect channels.
3. Support collaboration with Fort Scott Community College, PSU, USD 250 and other educational programs to enhance skills of citizens to attract businesses and enhance our workforce – 2013 and beyond
  - a. Target specific needs of businesses for certain skills and workers
  - b. Work with Fort Scott Community College and the Industrial Maintenance Technology Roundtable to fill these needs.
  - c. Explore the consolidation of all technical programs into one facility
4. Provide Weekly Reports to City Manager/Commission - Ongoing
  - a. Provide Quarterly reports at Commission Meeting including monthly economic indicators update
5. Track forgivable loans and ensure their compliance with approved benchmarks – Ongoing
6. Prepare a survey of existing Businesses – Ongoing
7. Work with Regional partners to identify opportunities for Pittsburg
  - a. Join a Project 17 team – 2013
  - b. Coordinate Regional Economic Outlook Conference - 2013
8. Innovation engineering
  - a. Connect interested businesses with MAMTC
9. Entrepreneurship
  - a. Host a lunch between current entrepreneurs and PAYP
10. Create retail strategy to leverage the impressive buying power of Pittsburg State University students
  - a. Conduct a retail survey of students

- b. Analyze survey results to identify gaps in local offerings
  - c. Target specific retail for recruitment
11. Facilitate phase III of the downtown façade grant program – 2013

### ACTIVITIES for 2014

1. Contact businesses which are large water consumers and market the opportunities in Pittsburg based on our supply and distribution capabilities.
2. Study a Business startup support program – Collaborate with the Small Business Development Center for ways to provide support to startups
3. Entrepreneurship
  - a. Work with Kauffman Institute to identify ways to help small businesses in Pittsburg
4. Develop an economic development plan to support and complement Pittsburg State University's strategic plan and facilities master plan. Convene advisory task force in 2013, plan to be complete/implementation to begin 2014
  - a. Continued growth of the Kansas Technology Center
  - b. Continued growth of the Tyler Research Center, including implementation of the state's first polymer chemistry degree
  - c. Construction of a center for the arts
  - d. Construction of an indoor events center
  - e. Increase student enrollment to 10,000 by year 2032
5. Position Pittsburg as a medical hub for southeast region – Action item is the creation of a medical services task force that will recommend ways to make Pittsburg more attractive for medical investment. Convene task force in 2013, plan completed/implementation begins in 2014.
  - a. Support Via Christi Hospital's planned \$20 million hospital expansion and their initiative to attract 20 new doctors in the next three years
  - b. Create retail strategy to capitalize on expansion of both Via Christi Hospital and the Community Health Center of Southeast Kansas
  - c. Create marketing strategy to promote health services offered in Pittsburg
  - d. Identify gaps in medical services
  - e. Ensure capacity of primary care access
6. Engage existing major employers to play an even bigger role in economic development
  - a. Creation of a Pittsburg CEO council in 2014 that would:
    - i. Leverage employer/vendor and supply chain relationships
    - ii. Identify growth opportunities within existing employers