

Table of Contents

Agenda	2
Approval of the April 14, 2015, City Commission Meeting minutes.	
04-14-15 Minutes	4
Approval of the request submitted by the Restorative Justice Authority to appoint Lyle Telfer as a member of the Juvenile Corrections Advisory Board (JACB) effective immediately.	
JCAB Appointment	8
Approval of staff request to purchase a new 2015 Freightliner 108SD Dump Truck, SS Dump Body, SS1240 Spreader and 12" Snow Plow for the Pittsburg Public Works Department in the amount of \$150,661 and to enter into a five-year lease/purchase agreement with University Bank, of Pittsburg, based on an interest rate of 1.48% and annual payments in the amount of \$31,024.02 and, if approved, authorize the Mayor to sign the necessary lease/purchase agreement.	
Equipment Leasing RFQ Award Memo	9
PW Dump Truck Bid Tab Sheet.	11
Approval of the Appropriation Ordinance for the period ending April 28, 2015, subject to the release of HUD expenditures when funds are received.	
CHECK LIST	12
ATKINSON MUNICIPAL AIRPORT - The Kansas Department of Transportation Aviation Division has submitted for approval an Airport Design and Planning Agreement for the design of a parallel taxiway on Runway 16 at the Atkinson Municipal Airport with the scope of work to include survey, design, plan development and wetland mitigation.	
KDOT Airport and Design Agreement for Parallel Taxiway Memo	25
KDOT Airport Design and Planning Agreement.	26

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 28, 2015
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the April 14, 2015, City Commission Meeting minutes.
- b. Approval of the request submitted by the Restorative Justice Authority to appoint Lyle Telfer as a member of the Juvenile Corrections Advisory Board (JACB) effective immediately.
- c. Approval of staff request to purchase a new 2015 Freightliner 108SD Dump Truck, SS Dump Body, SS1240 Spreader and 12" Snow Plow for the Pittsburg Public Works Department in the amount of \$150,661 and to enter into a five-year lease/purchase agreement with University Bank, of Pittsburg, based on an interest rate of 1.48% and annual payments in the amount of \$31,024.02 and, if approved, authorize the Mayor to sign the necessary lease/purchase agreement.
- d. Approval of the Appropriation Ordinance for the period ending April 28, 2015, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

SPECIAL PRESENTATION:

- a. PROJECT UPDATE AND RECOGNITION - Assistant Director of Public Utilities Matt Bacon will provide an update on the construction of communications huts at the water tower sites and will recognize the PSU Construction Students involved in the project.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 28, 2015
5:30 PM

CONSIDER THE FOLLOWING:

- a. **ATKINSON MUNICIPAL AIRPORT** - The Kansas Department of Transportation Aviation Division has submitted for approval an Airport Design and Planning Agreement for the design of a parallel taxiway on Runway 16 at the Atkinson Municipal Airport with the scope of work to include survey, design, plan development and wetland mitigation. **Approve or disapprove the Agreement and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
April 14, 2015

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, April 14th, 2015, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Monica Murnan presiding and the following members present: John Ketterman, and Chuck Munsell. Commissioner Patrick O'Bryan was absent. Commissioner Michael Gray participated in the meeting by phone.

Don Talent of the Open Door Fellowship provided the invocation.

Mayor Murnan led the flag salute.

OUTGOING CITY COMMISSIONER O'BRYAN - Mayor Murnan thanked outgoing City Commissioner Patrick O'Bryan for his years of service to the City.

SWEARING IN OF NEW COMMISSIONER/RE-ELECTED COMMISSIONERS – The City Clerk administered the oath of office to re-elected Commissioners Chuck Munsell and John Ketterman and newly elected Commissioner Jeremy Johnson, and seated them.

ELECTION OF MAYOR – On motion of Ketterman, seconded by Gray, the Governing Body elected Chuck Munsell as Mayor of the City of Pittsburg. Motion carried.

SWEARING IN OF MAYOR – The City Clerk administered the oath of office to Mayor Munsell and seated him.

PRESENTATION OF CEREMONIAL GAVEL – Mayor Munsell presented the ceremonial gavel to former Mayor Murnan.

ELECTION OF PRESIDENT OF THE BOARD – On motion of Munsell, seconded by Murnan, the Governing Body elected John Ketterman as President of the Board of the City of Pittsburg. Motion carried.

SWEARING IN OF PRESIDENT OF THE BOARD – The City Clerk administered the oath of office to President of the Board John Ketterman and seated him.

* * * * *

APPROVAL OF MINUTES – MARCH 24th, 2015 - On motion of Ketterman, seconded by Murnan, the Governing Body approved the March 24th, 2015, City Commission Meeting minutes as submitted. Motion carried.

OFFICIAL NEWSPAPER – On motion of Ketterman, seconded by Murnan, the Governing Body designated The Morning Sun as the official City newspaper. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
April 14, 2015

DISPOSITION OF BIDS – AQUATIC CENTER CHEMICALS – On motion of Ketterman, seconded by Murnan, the Governing Body approved staff recommendation to award the Aquatic Center bid of Sulfuric Acid (1.265 SG, 35% grade) to Biopolymers, Pittsburg, KS, at \$0.29/lb. or \$160.00/55 gal. drum and rejected all bids for Pulsar Plus Calcium Hypochlorite with a minimum of 65% available chlorine and authorized staff to rebid that product at a later date. Motion carried.

CODE OF ETHICS – CDBG – On motion of Ketterman, seconded by Murnan, the Governing Body adopted a Code of Ethics as required by the Community Development Block Grant (CDBG) to be used to purchase a replacement brush truck for the Pittsburg Fire Department and authorized the Mayor to sign the Code of Ethics on behalf of the City. Motion carried.

PROCUREMENT PLAN – CDBG – On motion of Ketterman, seconded by Murnan, the Governing Body adopted a Procurement Plan as required by the Community Development Block Grant (CDBG) to be used to purchase a replacement brush truck for the Pittsburg Fire Department and authorized the Mayor to sign the Procurement Plan on behalf of the City. Motion carried.

EMERGENCY SOLUTIONS GRANT APPLICATION – On motion of Ketterman, seconded by Murnan, the Governing Body approved the 2015 Emergency Solutions Grant (ESG) application for funds in the amount of \$177,744, to help cover costs of activities carried out by the City's partners including Wesley House and Catholic Charities and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

TRUCK PURCHASE – On motion of Ketterman, seconded by Murnan, the Governing Body approved staff request to purchase a new 2015 Freightliner 108SD Dump Truck, SS Dump Body, SS1240 Spreader and 12' Snow Plow through the State contract with Truck Center Companies, of Wichita, Kansas, per State Event Number 3007, pending approval of the Lease/Purchase Agreement with a financing institution. Motion carried.

APPOINTMENT TO ECONOMIC DEVELOPMENT ADVISORY COMMITTEE – On motion of Ketterman, seconded by Murnan, the Governing Body appointed Brian Pinamonti to fill an unexpired term as a member of the Economic Development Advisory Committee effective immediately and to expire on December 31st, 2015. Motion carried.

APPOINTMENTS TO LIBRARY BOARD OF TRUSTEES – On motion of Ketterman, seconded by Murnan, the Governing Body appointed Frances Mitchelson and Devin Gorman to first terms as members of the Pittsburg Public Library Board of Trustees effective May 1st, 2015, and to expire on April 30th, 2019. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
April 14, 2015

APPROPRIATION ORDINANCE – On motion of Ketterman, seconded by Murnan, the Governing Body approved the Appropriation Ordinance for the period ending April 14th, 2015, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Gray, Johnson, Ketterman, Munsell, and Murnan. Motion carried.

OFFICIAL DEPOSITORIES – On motion of Murnan, seconded by Johnson, the Governing Body designated BMO Harris Bank, Community National Bank, Commerce Bank, Labette Bank, Landmark Bank, and University Bank as official City depositories. Motion carried.

CIVIL RIGHTS/FAIR HOUSING POLICY – Discussion regarding the adoption of a Civil Rights/Fair Housing Policy was not held, as the City currently has a Civil Rights/Fair Housing Policy in place.

HOME RULE ORDINANCE NO. 5 – On motion of Ketterman, seconded by Gray, the Governing Body adopted Home Rule Ordinance No. 5, authorizing the City of Pittsburg, Kansas, to issue and sell General Obligation Bonds of the City for the purpose of providing funds to refinance and repay certain loan, lease and/or lease/purchase obligations of the City, together with the payment of the costs thereof; authorizing the execution of all necessary and related documents pertaining thereto, all pursuant to Article 12, Section 5, of the Constitution of the State of Kansas and K.S.A. 12-101, as amended, and authorized the Mayor to sign the Home Rule Ordinance on behalf of the City. Motion carried.

RESOLUTION NO. 1168A – On motion of Gray, seconded by Johnson, the Governing Body adopted Resolution No. 1168A, authorizing and providing for the public sale of General Obligation Refunding Bonds, Series 2015A of The City of Pittsburg, Kansas, setting forth the details of said sale; and providing for the giving of notice thereof, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

NON-AGENDA REPORTS AND REQUESTS:

MUNICIPAL COURT SOFTWARE UPDATE - Tim Tompkins, Pittsburg Police Department Administrative Services Specialist, and Cindy Rushton, Court Administrator, provided an overview of the recently purchased municipal court software and court processes in general.

EAST QUINCY IMPROVEMENTS PROJECT - Director of Public Works Bill Beasley announced that Phase 1 the Quincy Street Improvements Project will begin on April 15th, 2015.

COMMISSION RECOGNITION - City Manager Daron Hall thanked outgoing City Commissioner O'Bryan and welcomed newly elected City Commissioner Jeremy Johnson. Mayor Munsell thanked the voters for participating in the recent election.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
April 14, 2015

ADJOURNMENT: On motion of Johnson, seconded by Ketterman, the Governing Body adjourned the meeting at 6:16 p.m. Motion carried.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

The Restorative Justice Authority



665 S. 69 Highway Pittsburg, KS 66762
(620) 235-7118 x 102 Phone (620) 235-7107 Fax

April 9, 1025

City Commission
201 West 4th Street
P.O. Box 688
Pittsburg, Ks. 66762

RE: Board Appointment

Dear Mr. Munsell,

Lyle Telfer was asked to serve as a general representative for the City of Pittsburg as a member on the Juvenile Corrections Advisory Board (JCAB). Lyle is currently retired from the Crawford County Appraiser's office. Lyle also has previous experience working with at-risk youth who were placed at the children's residential center. Lyle will be a great addition to our board therefore I'm requesting approval of this appointment effective immediately.

If you have any questions, please feel free to contact me at the number and extension above.

Thank you,

Angie Hadley
Program Coordinator

This appointment is through the Board of City Commissioners.

Chuck Munsell, Mayor

Date

cc: Juvenile Services

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: April 21, 2015

SUBJECT: Agenda Item – April 28, 2015
Equipment Leasing

The City of Pittsburg recently placed an advertisement in the newspaper and sent out RFQ's to seek quotes from financial institutions for the financing of a new 2015 Freightliner 108SD Dump Truck, SS Dump Body, SS1240 Spreader and 12" Snow Plow for the Pittsburg Public Works Department. The specifics of the purchase are as follows:

- Total purchase price including the 2015 Freightliner 108SD Dump Truck, SS Dump Body, SS1240 Spreader and 12' Snow Plow and Net Trade-In Price \$150,661.00.
- 5 year lease/purchase.
- 5 annual payments, first at delivery of equipment.
- Quotes shall include the annual payment amount, payment schedule, and interest rate.
- Quotes shall include the bidders lease purchase agreement which will be subject to the provisions of KSA 10-1116b.
- All quotes shall be viable for a minimum of 30-days from submission.

RFQ's were sent out to 8 local financial institutions. A total of 7 quotes were received in response to the request (see attached bid tab sheet).

City staff has evaluated the quotes received and is requesting Governing Body approval to purchase the equipment in the amount of \$150,661 and to enter into a five year lease/purchase agreement with University Bank, of Pittsburg, based on an interest rate of 1.48% and annual payments in the amount of \$31,024.02.

MEMO TO: DARON HALL
APRIL 21, 2015
PAGE TWO

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 28th, 2015. Action necessary will be approval or disapproval of the equipment leasing proposal submitted by University Bank and, if approved, authorize the Mayor to sign the necessary lease/purchase agreement.

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

Attachment: Bid Tab Sheet



**Acknowledgement of Quotes Received
Purchase of Dump Truck – Public Works Department
Tuesday, April 21st, 2015 – 2:00 p.m.**

NAME/ADDRESS OF BIDDER	PERCENTAGE RATE /ANNUAL PAYMENT
University Bank 1206 South Broadway Pittsburg, KS 66762	1.48% \$31,024.02
Arvest Bank 216 North Broadway Pittsburg, KS 66762	1.68% \$31,152.33
Commerce Bank 100 South Broadway, P.O. Box 326 Pittsburg, KS 66762	1.84% \$31,240.88
Community National Bank & Trust 401 East Centennial, P.O. Box 1186 Pittsburg, KS 66762	1.98% \$31,325.21
Landmark National Bank 200 South Main Ft. Scott, KS 66701	2.29% \$31,634.03
BMO Harris Bank 11301 Nall Avenue Leawood, KS 66211	2.5% \$31,638.35
KS State Bank 1680 Charles Place Manhattan, KS 66502	2.59% \$31,692.54

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7111	RLI							
7111	RLI							
M-CHECK	RLI	UNPOST	V 4/14/2015			174623		25.00CR
C-CHECK	VOID CHECK		V 4/10/2015			174754		
C-CHECK	VOID CHECK		V 4/10/2015			174755		
C-CHECK	VOID CHECK		V 4/10/2015			174759		
C-CHECK	VOID CHECK		V 4/10/2015			174773		
C-CHECK	VOID CHECK		V 4/10/2015			174774		
C-CHECK	VOID CHECK		V 4/10/2015			174775		
C-CHECK	VOID CHECK		V 4/10/2015			174776		
C-CHECK	VOID CHECK		V 4/10/2015			174778		
C-CHECK	VOID CHECK		V 4/10/2015			174781		
C-CHECK	VOID CHECK		V 4/10/2015			174782		

* * 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:	11	VOID DEBITS 0.00 VOID CREDITS 25.00CR		25.00CR 0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		11	25.00CR	0.00	0.00
BANK: *	TOTALS:	11	25.00CR	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 4/08/2015 THRU 4/21/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	VERGA, KIM	R	4/08/2015			174752		90.00
0523	AT&T	R	4/10/2015			174753		4,015.63
1616	CITY OF PITTSBURG	R	4/10/2015			174756		400.00
6865	MICHAEL S COLE	R	4/10/2015			174757		175.00
4263	COX COMMUNICATIONS KANSAS LLC	R	4/10/2015			174758		2,196.25
7019	DEPARTMENT OF THE TREASURY	R	4/10/2015			174760		915.20
6503	RYAN FREEMAN	R	4/10/2015			174761		2,100.00
1	GANDHI, ALPESH	R	4/10/2015			174762		500.00
7324	JEREMY DERINGER	R	4/10/2015			174763		140.00
0225	KDOR	R	4/10/2015			174764		8,213.64
6750	HW LOCHNER, BWR DIVISION	R	4/10/2015			174765		870.00
1	PAIROT HEAD LIQUOR	R	4/10/2015			174766		207.00
7170	SHAWN MICHAEL PEREZ	R	4/10/2015			174767		140.00
7323	SCOTT AARON ALUMBAUGH	R	4/10/2015			174768		210.00
7241	MIGUEL R. SMITH	R	4/10/2015			174769		288.48
7325	TODD A FISHER	R	4/10/2015			174770		210.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	4/10/2015			174771		107.89
5589	VERIZON WIRELESS SERVICES, LLC	R	4/10/2015			174772		7,348.97
7309	MICHAEL F. WALKER	R	4/10/2015			174777		245.00
2350	WASTE CORPORATION OF MISSOURI	R	4/10/2015			174778		45.00
1108	WESTAR ENERGY	R	4/10/2015			174779		90,436.16
5371	PITTSBURG FAMILY YMCA	R	4/10/2015			174783		113.52

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 4/08/2015 THRU 4/21/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	CITY OF JOPLIN	R	4/13/2015			174794		375.00
0188	SECRETARY OF STATE	R	4/14/2015			174795		25.00
7211	JON BARTLOW	R	4/17/2015			174797		280.00
7331	AUGUSTUS BRUNETTI	R	4/17/2015			174798		40.00
6887	TRAVIS CARLTON	R	4/17/2015			174799		70.65
4263	COX COMMUNICATIONS KANSAS LLC	R	4/17/2015			174800		67.34
7210	STEVEN W. GRONER	R	4/17/2015			174801		80.00
7329	GABE HARRIS	R	4/17/2015			174802		120.00
7333	THE HARTFORD COMPANY	R	4/17/2015			174803		4,773.00
2877	KDHE - BUREAU OF WATER	R	4/17/2015			174804		20.00
0226	KDOR LIQUOR TAX	R	4/17/2015			174805		27.40
7327	SIMON MARTIN	R	4/17/2015			174806		120.00
7328	WILLIAM STEPHEN NORTON	R	4/17/2015			174807		120.00
7208	RYAN O'TOOLE	R	4/17/2015			174808		80.00
7332	GEORGE VANDERPOOL	R	4/17/2015			174809		40.00
7180	PHILLIP D WARD	R	4/17/2015			174810		300.00
2350	WASTE CORPORATION OF MISSOURI	R	4/17/2015			174811		422.97
1108	WESTAR ENERGY	R	4/17/2015			174812		153.30
6154	4 STATE MAINTENANCE SUPPLY INC	R	4/21/2015			174817		45.32
2876	A-PLUS CLEANERS & LAUNDRY	R	4/21/2015			174818		590.00
2004	AIRE-MASTER OF AMERICA, INC.	R	4/21/2015			174819		15.91
7298	ATKINSON INDUSTRIES, INC	R	4/21/2015			174820		5,146.14

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 4/08/2015 THRU 4/21/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5759	COMMUNITY HEALTH CENTER OF SEK	R	4/21/2015			174821		219.00
5857	CREATIVE PRODUCT SOURCING INC	R	4/21/2015			174822		2,214.83
6740	FELD FIRE	R	4/21/2015			174823		6,600.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	4/21/2015			174824		224.51
7267	ATLAS MEDIA GROUP, LLC	R	4/21/2015			174825		49.00
6656	KNIPP EQUIPMENT INC	R	4/21/2015			174826		643.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	4/21/2015			174827		360.00
7167	MAILFINANCE, INC	R	4/21/2015			174828		747.63
6682	MID-STATES FITNESS REPAIR	R	4/21/2015			174829		455.00
1	PAUL MULIK PIANO SERVICE	R	4/21/2015			174830		133.64
6806	RED MUNICIPAL & INDUSTRIAL EQU	R	4/21/2015			174831		1,850.19
1	SOLOMONS	R	4/21/2015			174832		139.00
6702	APPLIED CONCEPTS INC	R	4/21/2015			174833		307.00
7053	U.S. PEROXIDE, LLC	R	4/21/2015			174834		950.00
0022	DANKO EMERGENCY EQUIPMENT CO.	E	4/15/2015			999999		124.91
0044	CRESTWOOD COUNTRY CLUB	E	4/15/2015			999999		267.73
0046	ETTINGERS OFFICE SUPPLY	E	4/15/2015			999999		858.35
0055	JOHN'S SPORT CENTER, INC.	E	4/15/2015			999999		2,014.89
0068	BROOKS PLUMBING LLC	E	4/15/2015			999999		75.00
0073	K P & P INC	E	4/15/2015			999999		357.48
0084	INTERSTATE EXTERMINATOR, INC.	E	4/15/2015			999999		335.00
0087	FORMS ONE, LLC	E	4/15/2015			999999		2,203.06

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 4/08/2015 THRU 4/21/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0101	BUG-A-WAY INC	E	4/15/2015			999999		100.00
0105	PITTSBURG AUTOMOTIVE INC	E	4/15/2015			999999		1,572.39
0112	MARRONES INC	E	4/15/2015			999999		564.85
0117	THE MORNING SUN	E	4/15/2015			999999		475.18
0128	VIA CHRISTI HOSPITAL	E	4/15/2015			999999		1,580.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	4/15/2015			999999		26.00
0146	CHAPMAN'S LOCKSMITHING	E	4/15/2015			999999		246.00
0154	BLUE CROSS & BLUE SHIELD	D	4/10/2015			999999		7,503.24
0154	BLUE CROSS & BLUE SHIELD	D	4/17/2015			999999		2,261.85
0183	PRO-PRINT INC	E	4/15/2015			999999		100.00
0194	KANSAS STATE TREASURER	E	4/15/2015			999999		6,072.64
0199	KIRKLAND WELDING SUPPLIES	E	4/15/2015			999999		51.00
0224	KDOR	D	4/09/2015			999999		4,340.25
0276	JOE SMITH COMPANY, INC.	E	4/15/2015			999999		185.08
0292	UNIFIRST CORPORATION	E	4/15/2015			999999		118.30
0294	COPY PRODUCTS, INC.	E	4/15/2015			999999		2,010.35
0300	PITTSBURG FORD-MERCURY, INC.	E	4/15/2015			999999		1,586.72
0306	CASTAGNO OIL CO INC	E	4/15/2015			999999		325.00
0321	KP&F	D	4/10/2015			999999		45,170.08
0328	KANSAS ONE-CALL SYSTEM, INC	E	4/15/2015			999999		304.00
0329	O'MALLEY IMPLEMENT CO INC	E	4/15/2015			999999		168.79
0332	PITTCRAFT PRINTING	E	4/15/2015			999999		275.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 4/08/2015 THRU 4/21/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0335	CUSTOM AWARDS PLUS INC	E	4/15/2015			999999		1,376.48
0345	VICTOR L PHILLIPS CO	E	4/15/2015			999999		599.60
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	4/15/2015			999999		6,594.00
0375	CONVENIENT WATER COMPANY	E	4/15/2015			999999		216.44
0420	CONTINENTAL RESEARCH CORP	E	4/15/2015			999999		208.86
0455	LARRY BARRETT BODY * FRAME * T	E	4/15/2015			999999		75.00
0516	AMERICAN CONCRETE CO INC	E	4/15/2015			999999		1,425.30
0534	TYLER TECHNOLOGIES INC	E	4/15/2015			999999		7,036.25
0627	BOETTCHER SUPPLY INC	E	4/15/2015			999999		147.64
0636	SAM BROWN & SON SHEET METAL	E	4/15/2015			999999		48.00
0650	HOME CENTER CONSTRUCTION	E	4/08/2015			999999		33,948.00
0709	PURVIS INDUSTRIES LTD	E	4/15/2015			999999		74.00
0710	HOLLAND ALIGNMENT	E	4/15/2015			999999		183.50
0728	ICMA	D	4/10/2015			999999		928.93
0746	CDL ELECTRIC COMPANY INC	E	4/15/2015			999999		3,881.30
0805	BROADWAY ANIMAL HOSPITAL PA	E	4/15/2015			999999		457.70
0823	TOUCHTON ELECTRIC INC	E	4/15/2015			999999		311.60
1050	KPERS	D	4/10/2015			999999		37,847.49
1299	STRUDEL ELECTRIC INC	E	4/15/2015			999999		1,420.00
1478	KANSASLAND TIRE OF PITTSBURG	E	4/15/2015			999999		1,462.50
1490	ESTHERMAE TALENT	E	4/15/2015			999999		100.00
1733	BOYD METALS OF JOPLIN INC	E	4/15/2015			999999		516.05

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 4/08/2015 THRU 4/21/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1792	B&L WATERWORKS SUPPLY, LLC	E	4/15/2015			999999		1,686.18
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	4/15/2015			999999		1,331.89
2161	RECORDED BOOKS, LLC	E	4/15/2015			999999		58.45
2767	BRENNTAG SOUTHWEST, INC	E	4/15/2015			999999		1,710.00
2825	KANSAS DEPT OF ADMINISTRATION	E	4/15/2015			999999		636.82
2960	PACE ANALYTICAL SERVICES INC	E	4/15/2015			999999		803.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	4/15/2015			999999		150.00
3964	CALLAWAY GOLF	E	4/15/2015			999999		2,750.00
4307	HENRY KRAFT, INC.	E	4/15/2015			999999		443.12
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	4/15/2015			999999		223.31
4501	MICHAEL BICKNEL	E	4/15/2015			999999		1,373.70
4618	TRESA MILLER	E	4/15/2015			999999		1,301.53
4796	UV DOCTOR, LLC	E	4/15/2015			999999		1,634.25
5275	US LIME COMPANY-ST CLAIR	E	4/15/2015			999999		4,418.44
5295	SPRINGFIELD BLUEPRINT	E	4/15/2015			999999		9.45
5308	BUS ANDREWS EQUIPMENT INC	E	4/15/2015			999999		2,690.00
5470	COMBUSTION SERVICE INC	E	4/15/2015			999999		264.00
5581	SAGA QUAD STATE COMMUNICATIONS	E	4/15/2015			999999		50.00
5590	HD SUPPLY WATERWORKS, LTD.	E	4/15/2015			999999		2,450.78
5855	SHRED-IT USA INC	E	4/15/2015			999999		187.00
5887	AIR VACUUM CORPORATION	E	4/15/2015			999999		1,372.00
5904	TASC	D	4/10/2015			999999		7,030.73

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 4/08/2015 THRU 4/21/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6103	ED MCCULLOUGH	E	4/15/2015			999999		420.00
6117	ALEXANDER OPEN SYSTEMS, INC	E	4/15/2015			999999		27,000.00
6203	SOUTHWEST PAPER CO INC	E	4/15/2015			999999		364.90
6415	GREAT WEST TANDEM KPERS 457	D	4/10/2015			999999		3,320.00
6498	BLUEGLOBES LLC	E	4/15/2015			999999		193.50
6524	ELLIOTT EQUIPMENT COMPANY	E	4/15/2015			999999		438.67
6528	GALE GROUP/CENGAGE	E	4/15/2015			999999		1,138.10
6577	GREENSPRO INC	E	4/15/2015			999999		87.20
6718	NATIONAL SCREENING BUREAU	E	4/15/2015			999999		243.50
6952	ADP INC	D	4/17/2015			999999		2,690.11
7033	JAY HATFIELD MOTORSPORTS	E	4/15/2015			999999		12.99
7165	US FABRICS, INC	E	4/15/2015			999999		1,645.00
7240	JAY HATFIELD CERTIFIED USED CA	E	4/15/2015			999999		4,341.03
7251	COMMUNICATIONS SUPPLY CORPORAT	E	4/15/2015			999999		932.94
7275	MIZE HOUSER & COMPANY	E	4/15/2015			999999		19,500.00
7283	CORESOURCE, INC	D	4/09/2015			999999		30,738.72
7283	CORESOURCE, INC	D	4/16/2015			999999		28,953.06
7290	DELTA DENTAL OF KANSAS INC	D	4/10/2015			999999		2,552.40
7290	DELTA DENTAL OF KANSAS INC	D	4/17/2015			999999		2,890.40

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:	58		146,772.57		0.00		146,772.57
	HAND CHECKS:	0		0.00		0.00		0.00
	DRAFTS:	13		176,227.26		0.00		176,227.26
	EFT:	80		163,945.38		3.69CR		163,941.69
	NON CHECKS:	0		0.00		0.00		0.00
	VOID CHECKS:	0	VOID DEBITS	0.00				
			VOID CREDITS	0.00	0.00			
TOTAL ERRORS: 0								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
VENDOR SET: 99	BANK: 80144	TOTALS:	151	486,945.21		3.69CR		486,941.52
BANK: 80144	TOTALS:	151		486,945.21		3.69CR		486,941.52

VENDOR SET: 99 City of Pittsburg, KS
 BANK: EFT MANUAL EFTS
 DATE RANGE: 4/08/2015 THRU 4/21/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0055	JOHN'S SPORT CENTER, INC.	E	4/13/2015			999999		999.79
0055	JOHN'S SPORT CENTER, INC.	E	4/20/2015			999999		1,622.42
0087	FORMS ONE, LLC	E	4/20/2015			999999		579.57
0135	PITTSBURG AREA CHAMBER OF COMM	E	4/20/2015			999999		2,200.00
0332	PITTCRAFT PRINTING	E	4/20/2015			999999		980.00
0577	KANSAS GAS SERVICE	E	4/20/2015			999999		21,419.23
0746	CDL ELECTRIC COMPANY INC	E	4/20/2015			999999		726.32
0806	JOHN L CUSSIMANIO	E	4/14/2015			999999		260.00
0806	JOHN L CUSSIMANIO	E	4/20/2015			999999		260.00
0808	JD DICKINSON COMPRESSOR	E	4/20/2015			999999		2,137.00
0866	AVFUEL CORPORATION	E	4/13/2015			999999		17,188.34
1033	BOB DITTMANN AGENCY INC	E	4/20/2015			999999		350.00
2161	RECORDED BOOKS, LLC	E	4/20/2015			999999		33.27
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	4/13/2015			999999		573.17
2433	THE MORNING SUN	E	4/20/2015			999999		325.84
2733	JASON HUFFMAN	E	4/20/2015			999999		294.00
2921	DP2 BILLING SOLUTIONS, LLC	E	4/20/2015			999999		4,821.66
5185	FERGUSON ENTERPRISES INC	E	4/20/2015			999999		3,899.68
5391	CLEAVER FARM & HOME	E	4/20/2015			999999		116.75
5855	SHRED-IT USA INC	E	4/20/2015			999999		181.90
6175	HENRY C MENGHINI	E	4/13/2015			999999		238.49
6528	GALE GROUP/CENGAGE	E	4/20/2015			999999		111.27

VENDOR SET: 99 City of Pittsburg, KS
BANK: EFT MANUAL EFTS
DATE RANGE: 4/08/2015 THRU 4/21/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7028	MATTHEW L. FRYE	E	4/20/2015			999999		400.00
7038	SIGNET COFFEE ROASTERS	E	4/20/2015			999999		87.50

* * 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:	24	59,806.20	0.00	59,806.20
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: EFT TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	24	59,806.20	0.00	59,806.20
BANK: EFT TOTALS:	24	59,806.20	0.00	59,806.20

VENDOR SET: 99 City of Pittsburg, KS
BANK: MAN MANUAL CKS
DATE RANGE: 4/08/2015 THRU 4/21/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	R	4/14/2015			174796		181.75
2519	EAGLE BEVERAGE CO INC	R	4/20/2015			174813		60.87

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	242.62	0.00	242.62
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: MAN	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			2	242.62	0.00	242.62
BANK: MAN		TOTALS:	2	242.62	0.00	242.62
REPORT TOTALS:			188	546,969.03	3.69CR	546,990.34

Passed and approved this 28th day of April, 2015.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

201 W. 4th 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: April 21, 2015

SUBJECT: Agenda Item – April 28, 2015
KDOT Airport Design and Planning Agreement
Parallel Taxiway for the Atkinson Municipal Airport

The City of Pittsburg has received a grant from the KDOT Aviation Division to design a short section of the parallel taxiway on Runway 16 at the Atkinson Municipal Airport. The scope of work includes survey, design, plan development and wetland mitigation of a 600' parallel taxiway. The FAA is funding the survey, design and plan development of the 600' extension to Runway 16/34 w/turnaround, but the design of the parallel taxiway currently does not qualify to be a fundable item with them. The KDOT grant is a 95%/5% grant.

Attached you will find the Airport Design and Planning Agreement, which needs to be approved and submitted back to KDOT. The grant maximum funding amount is \$105,263.16, but the consultant has estimated the cost to be approximately \$42,400.00 with the City's portion being approximately \$2,120.00. The City's portion of this project will come from the Airport Operating Budget.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 28th, 2015. Action being requested is approval of the Agreement and, if approved, authorize the Mayor to sign the agreement on behalf of the City.

Attachment: Airport Design and Planning Agreement

AIRPORT DESIGN AND PLANNING AGREEMENT

This Agreement is between **MICHAEL S. KING, Secretary of Transportation of the State of Kansas**, Kansas Department of Transportation (KDOT) (the “Secretary”) and **THE CITY OF PITTSBURG** (the “Sponsor”), collectively, the “Parties.”

RECITALS:

- A. The Sponsor has applied for and the Secretary has approved an Airport design and planning project to: **Design Parallel Taxiway** for the Atkinson Municipal Airport.
- B. The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State’s General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C. The Secretary and the Sponsor are empowered by the laws of Kansas to enter into agreements for the design and planning of the airport.
- D. The Secretary and the Sponsor desire to enter into this Agreement to participate in the cost of the Project by use of State funds.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
3. **“KAIP”** means the Kansas Airport Improvement Program, administered by KDOT’s Division of Aviation.
4. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
5. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.
6. **“Participating Costs”** means expenditures for items or services which are an integral part of the Project, as reasonably determined by the Secretary.

7. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Sponsor.
8. **“Project”** means all phases and aspects of the endeavor to be undertaken by the Sponsor, being as follows: **Design Parallel Taxiway** and is the subject of this Agreement.
9. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
10. **“Sponsor”** means the City of Pittsburg, with its place of business at PO Box 688 Pittsburg, Kansas 66762.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Payment of Costs.** In accordance with KAIP guidelines, the Secretary agrees to reimburse the Sponsor ninety-five percent (95%) of the total planning costs, but not to exceed **\$100,000.00** for the Project. The Secretary shall not be responsible for the total actual Project planning costs that exceed **\$105,263.16**. The Secretary reserves the right to retain up to five percent (5%) of the Secretary’s maximum participation until the Sponsor completes its obligations under this Agreement to the satisfaction of the Secretary.
2. **Reimbursement Payments.** The Secretary agrees to make such payment to the Sponsor as soon as reasonably possible after the Project is completed and after receipt of proper billing and certification by the Sponsor that the Project was completed.

ARTICLE III

SPONSOR RESPONSIBILITIES:

1. **Project Administration.** The Sponsor agrees to undertake the Project, which entails an airport planning study that produces a tangible document that assists the airport in the consideration of factors typically examined in an airport layout plan.
2. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the Sponsor will defend, indemnify, hold harmless, and save the Secretary and the Secretary’s authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Sponsor, the Sponsor’s employees, agents, subcontractors or its consultants. The Sponsor shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary’s authorized representatives or employees.

3. **Financial Obligation.** In accordance with KAIP guidelines, the Sponsor will be responsible for (five) percent (5%) of the total actual planning costs, up to **\$105,263.16**, which is the estimated total actual planning costs for the Project. The Sponsor agrees to be responsible for one hundred percent (100%) of the total actual planning costs that exceed **\$105,263.16** for the Project. The Sponsor agrees the total estimated local share costs associated with the Project is **\$5,263.16**. The Sponsor shall also pay for any Non-Participating Costs incurred for the Project.

4. **Audit.** The Sponsor will participate and cooperate with the Secretary in an annual audit of the Project. The Sponsor shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments that have been made with state funds by the Sponsor for items considered Non-Participating Costs, the Sponsor shall promptly reimburse the Secretary for such items upon notification by the Secretary.

5. **Accounting.** Upon request by the Secretary, the Sponsor will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Sponsor to any party outside of the Secretary and costs incurred by the Sponsor not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.

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

7. **Assurance Clause.** At any time that the public is not allowed access to the airport, the Sponsor agrees to reimburse the Secretary a prorated amount based on a ten (10) year useful life of the Project. This assurance clause will be valid and enforceable for ten (10) years from the date that the Project the FAA approves and authorizes final payment. This provision is only applicable to closure for non-airport purposes.

ARTICLE IV

GENERAL PROVISIONS:

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

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

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

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

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

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

SPONSOR

By: _____
Name: _____
Title: _____

By: _____
KANSAS DEPARTMENT OF TRANSPORTATION (date)
Michael S. King, Secretary of Transportation

KANSAS DEPARTMENT OF TRANSPORTATION

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

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

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

NOTIFICATION

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

CLARIFICATION

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

Nondiscrimination Clauses

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

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

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

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.