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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, July 14, 2015**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

- a. Invocation
- b. Flag Salute Led by the Mayor
- c. Proclamations
  - a. Americans With Disabilities Act - Received by Lou Ann Colyer
  - b. Kansas All-Star Football Shrine Bowl Day - Received by Sage Mahnken
- d. Public Input
  - a. Erica Wilson, representing the Southeast Kansas Humane Society, will provide information regarding the Trap, Neuter and Release Program.

**CONSENT AGENDA:**

- a. Approval of the June 23, 2015, City Commission Meeting minutes.
- b. Approval of Ordinance No. S-1024 levying a special assessment against the lots or parcels of land on which refuse matter was located to pay the cost of making the premises safe and hygienic, on first and only reading if the Governing Body concurs.
- c. Approval of Ordinance No. S-1025 levying a special assessment against the lots or parcels of land on which existed weeds or obnoxious vegetable growth to pay the costs of cutting or removing said growth, on first and only reading if the Governing Body concurs.
- d. Approval of Change Order No. 1, reflecting an increase of \$49,241.17 making a new contract construction amount of \$285,245.61, and final payment in the amount of \$87,074.70 to Mission Construction Company, Inc., of St. Paul, Kansas, for the 2014 Concrete Repair (Joplin, Centennial, Rouse) Project.

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, July 14, 2015**  
**5:30 PM**

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- e. Approval of a Resolution authorizing the Mayor and City Clerk to execute Agreement No. 195-15 between the City of Pittsburg and the Secretary of Transportation to participate in funding of a KLINK street resurfacing project on K-126 (W 4th Street) from City Limits East of US-69 Bypass to Walnut Street, KDOT Project No. 126-19 U-0335-01, based on a 50% State/50% Local grant with the State's share not to exceed \$200,000 and, if approved, authorize the Mayor and City Clerk to execute the agreement on behalf of the City of Pittsburg.
- f. Approval of final payment in the amount of \$11,634.25 to Home Center Construction, Inc., of Pittsburg, for the Clearing and Grubbing of Trees within Runway 16 Approach Area at the Atkinson Municipal Airport (KDOT Project No. AV-2015-19).
- g. Approval of the Second Amendment to the Loan Agreement for the Kansas Public Water Supply Loan Fund (KPWSLF) loan to the City of Pittsburg for the emergency generator at the Water Treatment Plant (Project No. 2794) to decrease the amount of the loan from \$1,000,000 to \$554,592.15, and authorization for the Mayor to execute the amendment on behalf of the City of Pittsburg.
- h. Approval of the Third Amendment to the Loan Agreement for the Kansas Water Pollution Control Revolving Fund (KWPCRF) loan to the City of Pittsburg for the wastewater system improvements project (Project No. C20 1527 01) adjusting the repayment schedule in Exhibit B to reflect the prepayment of the loan in full by the City for \$1,900,566.96 on June 22nd, 2015, and authorization for the Mayor to execute the amendment on behalf of the City of Pittsburg.
- i. Approval of staff request to declare certain vehicles as surplus and authorize staff to dispose of the vehicles through the online auctioning services of Purple Wave, Inc.
- j. Approval of the Appropriation Ordinance for the period ending July 14, 2015, subject to the release of HUD expenditures when funds are received.  
**ROLL CALL VOTE.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, July 14, 2015**  
**5:30 PM**

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**SPECIAL PRESENTATION:**

- a. PRESENTATION OF CITY MANAGER'S SUBMITTED BUDGET - City Manager Daron Hall and Director of Finance Jamie Clarkson will present the City Manager's Submitted Budget for 2016. **Take that action deemed appropriate.**

**CONSIDER THE FOLLOWING:**

- a. MEMORANDUM OF UNDERSTANDING - PITTSBURG STATE UNIVERSITY - Consider a Memorandum of Understanding between the City of Pittsburg and Pittsburg State University regarding law enforcement services within the city limits of Pittsburg. **Approve or disapprove Memorandum of Understanding between the City of Pittsburg and Pittsburg State University and, if approved authorize the Mayor and Police Chief to execute the Memorandum of Understanding on behalf of the City.**
- b. FAA GRANT AGREEMENT - Staff is requesting the Governing Body to accept the Grant Offer from the FAA for Airport Improvement Program (AIP) Project No. 3-20-0069-015-2015 at the Atkinson Municipal Airport. **Approve or disapprove acceptance of the Grant Offer and, if approved, authorize the City Manager to sign the Grant Agreement on behalf of the City.**
- c. AIRPORT ADVISORY COMMITTEE APPOINTMENT - Gary Iori, as a member of the Airport Advisory Committee, has submitted a letter of resignation stating personal reasons. Mr. Iori is currently serving as a user on the Committee and is serving a second term to expire December 31st, 2016. Since Mr. Iori is serving as a user, it will be necessary to appoint an individual to the Committee that is also a user at the Atkinson Municipal Airport. **Appoint one new member to serve the unexpired term of Mr. Iori on the Airport Advisory Committee to be effective immediately and to expire December 31st, 2016.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, July 14, 2015**  
**5:30 PM**

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**NON-AGENDA REPORTS & REQUESTS:**

- a. Director of Finance Jamie Clarkson will present the June 2015 bi-monthly budget report.

**EXECUTIVE SESSION:**

- a. EXECUTIVE SESSION - An Executive Session is necessary for discussion deemed privileged in the attorney-client relationship. **Motion to recess into Executive Session for approximately 30 minutes for discussion deemed privileged in the attorney-client relationship.**

**ADJOURNMENT**

Office of the Mayor  
CITY OF PITTSBURG, KANSAS

# Proclamation

*Whereas:* On July 26<sup>th</sup>, 1990, President George H.W. Bush signed into law the Americans with Disabilities Act (ADA) to ensure the civil rights of people with disabilities; and

*Whereas:* This legislation established a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities; and

*Whereas:* On July 26<sup>th</sup>, 2015, we will celebrate the 25<sup>th</sup> anniversary of the signing of the ADA; and

*Whereas:* The ADA has expanded opportunities for Americans with disabilities by reducing barriers and changing perceptions, and increasing full participation in community life; and

*Whereas:* The full promise of the ADA will only be reached if we remain committed to continue our efforts to fully implement the ADA; and

*Whereas:* The 25<sup>th</sup> Anniversary of the passage of the Americans with Disabilities Act is a time to celebrate and recognize the progress that has been made reaffirming the principles of equality and inclusion and recommitting our efforts to reach full ADA compliance.

*Now, Therefore,* I, Chuck Munsell, Mayor of the City of Pittsburg, Kansas, do hereby recognize and celebrate the progress that has been made under the **AMERICANS WITH DISABILITIES ACT** and reaffirm our determination to attain a community that affords independence, justice, and dignity for all.

Dated this 14<sup>th</sup> day of July, 2015.

ATTEST:

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

\_\_\_\_\_  
MAYOR

*Office of the Mayor*  
CITY OF PITTSBURG, KANSAS

# *Proclamation*

*Whereas:* The Shrine Bowl of Kansas, Inc., sponsored by the five Shrine Centers of Kansas, namely, Abdallah of Overland Park, Arab of Topeka, Isis of Salina, Midian of Wichita and Mirza of Pittsburg, will sponsor their 42<sup>nd</sup> Annual All-Star Football Game on July 25<sup>th</sup>, 2015, in Hays, Kansas, and continue their tradition of philanthropy; and

*Whereas:* For over 90 years, the Ancient Arabic Order of the Nobles of the Mystic Shrine of North America, through its network of hospitals, has treated over 865,000 children with orthopedic disabilities, and in more recent years, treated thousands of severely burned children through its Burn Institute; and

*Whereas:* The citizens of the City of Pittsburg may aid this worthy and impartial work and further the efforts of this great charity in their support of this philanthropic event to favor the unfortunate children, regardless of race and creed; and

*Whereas:* All Star Sage Mahnken of Pittsburg High School will be representing the City of Pittsburg in this 42<sup>nd</sup> Annual Shrine Bowl Football Game.

*Now, Therefore,* I, Chuck Munsell, Mayor of the City of Pittsburg, Kansas, do hereby proclaim July 25<sup>th</sup>, 2015, as

## **KANSAS ALL-STAR FOOTBALL SHRINE BOWL DAY**

in Pittsburg, and urge all citizens to join in this observance.

Dated this 14<sup>th</sup> day of July, 2015.

ATTEST:

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

\_\_\_\_\_  
MAYOR

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
June 23<sup>rd</sup>, 2015

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A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, June 23<sup>rd</sup>, 2015, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Chuck Munsell presiding and the following members present: Michael Gray, John Ketterman, Jeremy Johnson and Monica Murnan.

Pete Mayo of Via Christi provided the invocation.

Mayor Munsell led the flag salute.

APPROVAL OF MINUTES – JUNE 9<sup>th</sup>, 2015 - On motion of Gray, seconded by Ketterman, the Governing Body approved the June 9<sup>th</sup>, 2015, City Commission Meeting minutes as submitted. Motion carried.

FORGIVABLE LOAN – HARRELL PROPERTIES (PRG PROTOTYPING) – On motion of Gray, seconded by Ketterman, the Governing Body approved the Economic Development Advisory Committee's recommendation to forgive the loan to Harrell Properties, LLC (PRG Prototyping) in the full amount of \$60,000, as they have fully complied with the City's requirements for loan forgiveness and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

ORDINANCE NO. G-1225 – On motion of Gray, seconded by Ketterman, the Governing Body adopted Ordinance No. G-1225, providing for the change of a certain area from Planned Light Industrial (IP-1) to Planned General Commercial (CP-2) and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg, Kansas. Motion carried.

AGREEMENT FOR SERVICES – H.W. LOCHNER, INC. – On motion of Gray, seconded by Ketterman, the Governing Bod approved the Agreement for Services for Improvements at Atkinson Municipal Airport between the City of Pittsburg and H. W. Lochner, Inc. to provide engineering services required for performing pavement investigations and topographical surveys, and for preparing engineer's design report, designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and project budget for the milling, overlay and remarking of Runway 16-34 and existing connecting taxiway/turnaround and authorized the Mayor to execute the agreement on behalf of the City. Motion carried.

AIRPORT PURCHASE OF MOWER – On motion of Gray, seconded by Ketterman, the Governing Body approved the Public Works Department's request to purchase a new Model 725 DT Grasshopper Mower for use at the Atkinson Municipal Airport under the State of Kansas Purchasing Contract currently held by Morigde Manufacturing, Inc., of Moundridge, Kansas, in the amount of \$14,816.25. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
June 23<sup>rd</sup>, 2015

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ACTIVE TRANSPORTATION ADVISORY BOARD APPOINTMENT – On motion of Gray, seconded by Ketterman, the Governing Body approved staff request to appoint John Robb to an unexpired four-year term as a member of the Active Transportation Advisory Board effective immediately and to expire December 31<sup>st</sup>, 2018. Motion carried.

PURCHASING POLICY REVISION - On motion of Gray, seconded by Ketterman, the Governing Body approved staff recommendation to alter the language contained in the Purchasing Policy to allow the City to receive formal bids in an electronic format. Motion carried.

INFO TECH BID EXPRESS SERVICES AGREEMENT – On motion of Gray, seconded by Ketterman, the Governing Body approved staff request to enter into an agreement with Info Tech Bid Express Services for online proposal and bidding services for the City of Pittsburg and authorized the Mayor to execute the Info Tech Bid Express Services Agency Internet Service and License Agreement on behalf of the City. Motion carried.

PURPLE WAVE, INC. AGREEMENT – On motion of Gray, seconded by Ketterman, the Governing Body approved staff request to utilize the services of Purple Wave, Inc. as a means to dispose of miscellaneous surplus property at no cost to the City of Pittsburg and authorized staff to update its information through the completion of the Auction Engagement Agreement and to designate Director of Finance Jamie Clarkson and City Clerk Tammy Nagel as authorized representatives to execute all necessary documents on behalf of the City of Pittsburg for these services. Motion carried.

SURPLUS DECLARATION – On motion of Gray, seconded by Ketterman, the Governing Body approved staff request to declare certain vehicles as surplus and authorized staff to dispose of the vehicles through the online auctioneering services of Purple Wave, Inc. Motion carried.

APPROPRIATION ORDINANCE – On motion of Gray, seconded by Ketterman, the Governing Body approved the Appropriation Ordinance for the period ending June 23<sup>rd</sup>, 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.

ORDINANCE NO. G-1224 – On motion of Murnan, seconded by Johnson, the Governing Body adopted Ordinance No. G-1224, amending Section 54-44 of the Code of the City of Pittsburg, Kansas, which amends Section 10.5, unlawful discharge of firearms, of the “Uniform Public Offense Code for Kansas Cities” as published by The League of Kansas Municipalities, for the purpose of performing wildlife hazard control at Atkinson Municipal Airport. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
June 23<sup>rd</sup>, 2015

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ORDINANCE NO. G-1226 – On motion of Johnson, seconded by Gray, the Governing Body adopted Ordinance No. G-1226, amending Section 78-114 of the Pittsburg City Code to prohibit parking during the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday on the west side of South Broadway Street between Rose Street and Euclid Street. Motion carried.

PUBLIC HEARING - TAXABLE INDUSTRIAL REVENUE BONDS - LA QUINTA INN HOTEL PROJECT – Following Public Hearing, on motion of Gray, seconded by Johnson, the Governing Body approved the request submitted by Dharma Properties, LLC, regarding the issuance of Taxable Industrial Revenue Bonds in the not to exceed principal amount of \$8,000,000 for the acquisition, construction, furnishing and equipping of a 75-room hotel facility located at 2408 South Broadway and in regard to an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. Motion carried.

RESOLUTION NO. 1172 – On motion of Murnan, seconded by Gray, the Governing Body adopted Resolution No. 1172 determining the advisability of issuing taxable industrial revenue bonds for the purpose of financing the acquisition, construction, furnishing and equipping of a hotel facility to be located in said city; and authorizing execution of related documents, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

TENANT BASED RENTAL ASSISTANCE (TBRA) GRANT APPLICATION – On motion of Murnan, seconded by Ketterman, the Governing Body authorized staff to submit an application to the Kansas Housing Resources Corporation's (KHRC) Tenant Based Rental Assistance (TBRA) program for a grant in the amount of \$200,000 to be used to provide utility deposits, rental deposits, and rental subsidies to individuals experiencing homelessness as well as security deposits for non-homeless low-income households, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

USDA RURAL HOUSING PRESERVATION GRANT APPLICATION – On motion of Murnan, seconded by Gray, the Governing Body authorized staff to submit a pre-application for a USDA Rural Housing Preservation Grant in the amount of \$50,000 to preserve, repair and rehabilitate owner-occupied homes for low to very low income households, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

SPECIAL PRESENTATION - ECONOMIC DEVELOPMENT UPDATE - Director of Economic Development Blake Benson provided an update on Economic Development in Pittsburg.

SPECIAL PRESENTATION - FIVE YEAR FINANCIAL FORECAST - City Manager Daron Hall and Director of Finance Jamie Clarkson provided information on the City's current financial situation and provided a five-year financial forecast.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
June 23<sup>rd</sup>, 2015

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NON-AGENDA REPORTS AND REQUESTS:

HIKING/BIKING TRAIL – On motion of Ketterman, seconded by Johnson, the Governing Body accepted the bid submitted by B&B Bridge Company, LLC of St. Paul, Kansas in the amount of \$777,771.52 for the construction of the East/West Connector Pedestrian/Bicycle Path. Motion carried.

ADJOURNMENT: On motion of Johnson, seconded by Munsell, the Governing Body adjourned the meeting at 6:43 p.m. Motion carried.

\_\_\_\_\_  
Chuck Munsell, Mayor

ATTEST:

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



DEPARTMENT OF PUBLIC WORKS

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

(620) 231-4170

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** July 7, 2015

**SUBJECT:** Agenda Item – July 14, 2015  
Ordinance No. S-1024  
Trash Assessments

---

The Codes Enforcement Division, in the process of enforcing the City Codes, conducted inspections of complaints of trash. Notices were sent to the owner(s), occupants(s) and person(s)-in-charge where there was found to be a violation of the City Code directing their abatement.

Upon expiration of the allotted days, as provided in the City Code, the Codes Enforcement Division re-inspected the premises for compliance. If the nuisance had not been abated, the Codes Enforcement Division caused the abatement of it. City crews performed the removal of trash and debris. The City Codes provide that the cost of abating nuisances shall be placed as a special assessment against the property to be collected with the payment of real estate taxes.

The City staff has prepared the attached Ordinance (S-1024) assessing the cost of trash and debris removal. City crews had to remove trash and debris from 10 properties. The owners of these properties were given the opportunity to pay the cost of abatement, but declined to pay the cost for said trash and debris removal. Ordinance S-1024 assesses the cost of trash and debris removal from these 10 properties.

**MEMO TO: DARON HALL**  
**JULY 8, 2015**  
**PAGE 2**

The City passes Ordinances only one time each year to assess the cost for abatement of nuisances. If approved, this Ordinance will be certified to the County Clerk and will appear on the tax statement later this year.

Would you please place this item on the agenda for the city Commission meeting scheduled for Tuesday, July 14, 2015. Action necessary will be to approve this Ordinance on **FIRST READING** levying the costs of abating these nuisances.

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

Attachment: Ordinance No. S-1024

Cc: Tammy Nagel, City Clerk  
Dexter Neisler, City Inspections Official  
Memo file

(Published in The Morning Sun on July 21<sup>st</sup>, 2015)

**ORDINANCE NO. S-1024**

**AN ORDINANCE LEVYING A SPECIAL ASSESSMENT AGAINST THE LOTS OR PARCELS OF LAND ON WHICH REFUSE MATTER WAS LOCATED TO PAY THE COST OF MAKING THE PREMISES SAFE AND HYGIENIC.**

**WHEREAS**, the Building Official of the City of Pittsburg, Kansas, acting on behalf of the City Manager, did issue and cause to be served on the owner(s), occupant(s), or person(s)-in-charge, a public notice to remove nuisances from the lots or parcels of land described below.

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

That for the purpose of paying the costs and expenses incurred by the City in making said premises, upon which refuse matter was located, safe and hygienic, there is hereby levied against the real estate described herein the following special assessments:

**Section 1:** Parcel Number: 2041703017018000: The property located at 219 E 22<sup>nd</sup> (Legal Description: Merwin Addition, to the City of Pittsburg, Kansas, Block 4 Lot 22) owned by Shirley B. Edwards. A notice of violation was sent to the owner on 03/21/2014 and, after failure to comply, the City did cause trash to be picked up on 04/24/2014. The cost and expenses incurred were Three Hundred Seventeen Dollars and Forty Three Cents (\$317.43).

**Section 2:** Parcel Number 2041904048014010: The property located at 302 W 4<sup>th</sup> (Legal Description: Pittsburg Original Town to the City of Pittsburg, Kansas, Lots 461 And 462, Block 19, LESS Right Of Way) owned by Moosey, Inc. A notice of violation was sent to the owner on 12/23/2014 and, after failure to comply, the City did cause trash to be picked up on 01/26/2015. The cost and expenses incurred were Three Hundred Seventeen Dollars and Forty Three Cents (\$317.43).

**Section 3:** Parcel Number 2042002001005000: The property located at 1902 N Smelter (Legal Description: Chicago Addition to the City of Pittsburg, Kansas, South 1/2 Lot 3 And All Lot 1, Block 12) owned by Roy Still. A notice of violation was sent to the owner on 09/15/2014 and, after failure to comply, the City did cause trash to be picked up on 10/09/2014. The cost and expenses incurred were One Thousand Seventeen Dollars and Forty Three Cents (\$1017.43).

**Section 4:** Parcel Number 2042003001005000: The property located at 602 E 11<sup>th</sup> (Legal Description: Pittsburg Town Co 4th Addition to the City of Pittsburg, Kansas, the west 12.5' Lot 11 and all of Lot 12, Block 3) owned by Heather L Smith. A notice of violation was sent to the owner on 08/27/2014 and, after failure to comply, the City did cause trash to be picked up on 12/04/2014. The cost and expenses incurred were Three Hundred Seventeen Dollars and Forty Three Cents (\$317.43).

**Section 5:** Parcel Number 2042003014014000: The property located at 523 E 8<sup>th</sup> (Legal Description: Pittsburg Town Co 4th Addition to the City of Pittsburg, Kansas, Block 10, Lot 24) owned by Joseph E. James. A notice of violation was sent to the owner on 02/27/2014 and, after failure to comply, the City did cause trash to be picked

up on 03/14/2014. The cost and expenses incurred were Three Hundred Seventeen Dollars and Forty Three Cents (\$317.43).

**Section 6:** Parcel Number 2052103015003000: The property located at 706 N Highland (Legal Description: Kansas City Southern Annex to the City of Pittsburg, Kansas, Lot 175 and 176) owned by Todd Michael Thomas. A notice of violation was sent to the owner on 11/13/2014 and, after failure to comply, the City did cause trash to be picked up on 01/29/2015. The cost and expenses incurred were Three Hundred Seventeen Dollars and Forty Three Cents (\$317.43).

**Section 7:** Parcel Number 2092902023008000 The property located at 309 S Elm (Legal Description: Rogers Coal Company 2nd Addition, to the City of Pittsburg, Kansas, Block 6, Lot 5) owned by Kevin Hall. A notice of violation was sent to the owner on 05/22/2014 and, after failure to comply, the City did cause trash to be picked up on 06/30/2014. The cost and expenses incurred were Three Hundred Seventeen Dollars and Forty Three Cents (\$317.43).

**Section 8:** Parcel Number 2093002007006000: The property located at 1115 W 3<sup>rd</sup> (Legal Description: Forest Park Addition, to the City Of Pittsburg, Kansas, Lot 72) owned by Johney Earl Brimm. A notice of violation was sent to the owner on 08/21/2014 and, after failure to comply, the City did cause trash to be picked up on 09/30/2014. The cost and expenses incurred were Three Hundred Seventeen Dollars and Forty Three Cents (\$317.43).

**Section 9:** Parcel Number 2093002012023000: The property located at 708 W 2<sup>nd</sup> (Legal Description: Forest Park 2<sup>nd</sup> Addition to Pittsburg Lot 75) to the City of

Pittsburg, Kansas, owned by Springleaf Financial Services. A notice of violation was sent to the owner on 09/04/2014 and, after failure to comply, the City did cause trash to be picked up on 09/30/2014. The cost and expenses incurred were Four Hundred Sixty Seven Dollars and Forty Three Cents (\$467.43).

**Section 10:** The property located at 103 W WASHINGTON (Legal Description: McCormick Addition, to the City of Pittsburg, Kansas, Block 8, Lot 200) owned by JASON B. HARRIS. A notice of violation was sent to the owner on 04/16/2014 and, after failure to comply, the City did cause trash to be picked up on 04/29/2014. The cost and expenses incurred were Three Hundred Seventeen Dollars and Forty Three Cents (\$317.43).

The City Clerk shall certify to the County Clerk of Crawford County, Kansas, the special assessments levied under Sections 1 through 10 of this Ordinance, and the County Clerk shall extend the same on the tax rolls of the County against said lots or parcels of land.

This Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

PASSED AND APPROVED this 14<sup>th</sup> day of July, 2015.

\_\_\_\_\_  
Chuck Munsell, Mayor

ATTEST:

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



DEPARTMENT OF PUBLIC WORKS

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

(620) 231-4170

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** July 8, 2015

**SUBJECT:** Agenda Item – July 14, 2015  
Ordinance No. S-1025  
Weeds Assessments

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The Codes Enforcement Division, in the process of enforcing the City Codes, conducted inspections of complaints of weeds. Notices were sent to the owner(s), occupants(s) and person(s)-in-charge where there was found to be a violation of the City Code directing their abatement.

Upon expiration of the allotted days, as provided in the City Code, the Codes Enforcement Division re-inspected the premises for compliance. If the nuisance had not been abated, the Codes Enforcement Division caused the abatement of it. City crews performed the cutting of weeds. The City Codes provide that the cost of abating nuisances shall be placed as a special assessment against the property to be collected with the payment of real estate taxes.

The City staff has prepared the attached Ordinance (S-1025) assessing the cost of cutting or removing weeds from the premise. It was necessary for City crews to cut or remove weeds from 125 properties. Ordinance S-1025 assesses the cost of weed removal against said properties, which failed to pay the cost of abatement.

The City passes Ordinances only one time each year to assess the cost for abatement of nuisances. If approved, this Ordinance will be certified to the County Clerk and will appear on the tax statement later this year.

**MEMO TO: DARON HALL**  
**JULY 8, 2015**  
**PAGE TWO**

Would you please place this item on the agenda for the city Commission meeting scheduled for Tuesday, July 14, 2015. Action necessary will be to approve this Ordinance on **FIRST READING** levying the costs of abating these nuisances.

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

Attachment: Ordinance No. S-1025

(Published in The Morning Sun on July 21<sup>st</sup>, 2015)

**ORDINANCE NO. S-1025**

**AN ORDINANCE, LEVYING A SPECIAL ASSESSMENT AGAINST THE LOTS OR PARCELS OF LAND ON WHICH EXISTED WEEDS OR OBNOXIOUS VEGETABLE GROWTH TO PAY THE COSTS OF CUTTING OR REMOVING SAID GROWTH.**

**WHEREAS**, the Building Official of the City of Pittsburg, Kansas, acting on behalf of the City Manager, did issue and cause to be served on the owner(s), or occupant(s), or person(s)-in-charge of a lot or parcel of land, written notice to cut and remove the weeds or obnoxious vegetable growth from the said lot or parcel of land described herein, and

**WHEREAS**, after the owner(s), occupant(s) or person(s)-in-charge neglected or failed to comply with the written notice to cut and remove said weeds or obnoxious vegetable growth, the City proceeded to cut and remove said weeds or obnoxious vegetable growth from said lot or parcel of land, and

**WHEREAS**, a statement for costs and expenses of removing said weeds or obnoxious vegetable growth was mailed to the owner(s), or occupant(s), or person(s)-in-charge of such property and such has not been paid.

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

That for the purpose of paying the costs and expenses incurred by the City in cutting or removing said weeds or obnoxious vegetable growth from said lot or parcel of land, there is hereby levied against the following described real estate in Crawford County, Kansas.

**Section 1:** Parcel Number: 2041703009013000, The property located at 121 E 23<sup>rd</sup> (Legal Description: MERWIN ADDITION, to the City of Pittsburg, Kansas, the east 20' of Lot 35 and all of Lot 36, Block 2) owned by Shela Harvey. Notice of violation was sent to the owner on 05/09/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/15/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 2:** Parcel Number: 2041703017018000: The property located at 219 E 22<sup>nd</sup> (Legal Description: Merwin Addition to the City of Pittsburg, Kansas Block 4, Lot 22), owned by Shirley B. Edwards. Notice of violation was sent to the owner on 05/09/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/15/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 3:** Parcel Number: 2041703017018000: The property located at 219 E 22<sup>nd</sup> (Legal Description: Merwin Addition to the City of Pittsburg, Kansas Block 4, Lot 22), owned by Shirley B. Edwards. Notice of violation was sent to the owner on 08/14/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/08/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 4:** Parcel Number: 2041703019010000: The property located at 505 E 22<sup>nd</sup>, (Legal Description: Chaplin Place Addition to the City of Pittsburg, Kansas, Block 14 Lots 25, 26, 27 and 28) owned by Cheryl A. Austin. Notice of violation was sent to the owner on 05/15/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/27/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 5:** Parcel Number: 2041703021016000: The property located at 429 E 21<sup>ST</sup> (Legal Description: CHAPLIN PLACE ADD to the City of Pittsburg, Kansas, Block 16, Lots 39 and 40) owned by DANIEL J WESTHOFF. Notice of violation was sent to the owner on 07/11/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/28/2014. The cost and expenses incurred was Three Hundred Sixty Dollars and Fifty Five Cents (\$360.55).

**Section 6:** Parcel Number: 2041703023006000: The property located at 120 E 22<sup>nd</sup> (Legal Description: Merwin Addition, to the City of Pittsburg, Kansas, Block 6, Lot 6) owned by Edward Hoff. Notice of violation was sent to the owner on 05/09/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/15/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 7:** Parcel Number: 2041804005015000: The property located at 204 W 23<sup>rd</sup> (Legal Description: Martin Place Subdivision to the City of Pittsburg, Kansas, Lots 24, 25 and 26, Block 2 ) owned by Daniel U Livermore, III. Notice of violation was sent to the owner on 05/09/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/20/2014. The cost and expenses incurred was Three Hundred Sixty Dollars and Fifty Five Cents (\$360.55).

**Section 8:** Parcel Number: 2041804005015000: The property located at 204 W 23<sup>rd</sup> (Legal Description: Martin Place Subdivision to the City of Pittsburg, Kansas, Lots 24, 25 and 26, Block 2 ) owned by Daniel U Livermore, III. Notice of violation was sent to the owner on 08/01/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/11/2014. The cost and expenses incurred was Four Hundred Ten Dollars and Fifty Five Cents (\$410.55).

**Section 9:** Parcel Number: 2041804011013000: The property located at 122 W 20<sup>th</sup> (Legal Description: Martin Place Subdivision to the City of Pittsburg, Kansas, Lot 28, Block 8) owned by Adam J. Wilderman. Notice of violation was sent to the owner on 09/26/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/17/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 10:** Parcel Number: 2041901005006000: The property located at 214 W 18<sup>th</sup> (Legal Description: Kansas and Texas Coal Co. 4<sup>th</sup> Addition to the City of Pittsburg, Kansas, Block 5, Lot 12) owned by Richard C. Carson. Notice of violation was sent to the owner on 07/29/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/05/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 11:** Parcel Number: 2041903005006000: The property located at 811 W 9<sup>th</sup> (Legal Description: Park Place Improvement 3rd Addition, to the City of Pittsburg, Kansas, Lot 16) owned by Ann Rose. Notice of violation was sent to the owner on 05/09/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/21/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 12:** Parcel Number: 2041903012008000: The property located 612 N Smith (Legal Description: Albert S Warren Subdivision of the SW 1/4 of the SW 1/4 Section 19-30-25 to the City of Pittsburg, Kansas, the North 130' of the South 180', of the west 1/2 of Lot 11) owned by Richard S Brotherton. Notice of violation was sent to the owner on 05/30/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/06/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 13:** Parcel Number: 2041903012008000: The property located 612 N Smith (Legal Description: Albert S Warren Subdivision of the SW 1/4 of the SW 1/4 Section 19-30-25 to the City of Pittsburg, Kansas, the North 130' of the South 180', of the west 1/2 of Lot 11) owned by Richard S Brotherton. Notice of violation was sent to the owner on 06/26/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/16/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 14:** Parcel Number: 2041903023001000: The property located at 411 N Chestnut, (Legal Description: Tewells Subdivision of part of Conn's Addition, to the City of Pittsburg, Kansas, Lot 1) owned by Troy Mitchell. Notice of violation was sent to the owner on 05/15/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/27/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 15:** Parcel Number: 2041903024006000: The property located at 412 N Chestnut (Legal Description: Conns Addition, to the City of Pittsburg, Kansas, Lot 37, LESS the south 16') owned by Jost Properties Inc. Notice of violation was sent to the owner on 10/07/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/16/2014. The cost and

expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 16:** Parcel Number: 2041904015003000: The property located at 809 N Catalpa (Legal Description: Park Place Improvement 1st Addition, to the City of Pittsburg, Kansas, Lot 118, owned by Dale McMurray. Notice of violation was sent to the owner on 10/22/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/24/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 17:** Parcel Number: 2041904019011000: The property located at 809 N Walnut, (Legal Description: Pittsburg Town Co. 3rd Addition to the City of Pittsburg, Kansas, the south 60' Lots 1 and 2, Block 10) owned by Carol Gorman. Notice of violation was sent to the owner on 05/06/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/22/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 18:** Parcel Number: 2041904019011000: The property located at 809 N WALNUT (Legal Description: Pittsburg Town Co. 3rd Addition to the City of Pittsburg, Kansas, the south 60' Lots 1 and 2, Block 10) owned by Carol Gorman. Notice of violation was sent to the owner on 07/15/2014 and, after failure to

comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/28/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 19:** Parcel Number: 2041904024014000: The property located at 707 N Walnut (Legal Description: Pittsburg Original Town, Lot 441, Block 6) owned by Gilbert A. Smith. Notice of violation was sent to the owner on 05/21/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/09/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 20:** Parcel Number: 2041904031001000: The property located at 601 N Miles (Legal Description: Park Place Improvement 2nd Addition, to the City of Pittsburg, Kansas, Lot 57 Beginning at the Southwest Corner of Lot 57, thence West 47.8', Northeasterly 146.89', South 44.16, Southwesterly 81.79', to the Point of Beginning) owned by Daniel J. Giffin. Notice of violation was sent to the owner on 06/23/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/07/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 21:** Parcel Number: 2041904033006000: The property located at 417 W 7<sup>th</sup>, (Legal Description: Goffs West Addition, to the City of Pittsburg, Kansas, Block 3, Lot 10) owned by Franklin E. Seely, II. Notice of violation was sent to

the owner on 08/20/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/08/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 22:** Parcel Number: 2041904033006000: The property located at 417 W 7<sup>th</sup>, (Legal Description: Goffs West Addition, to the City of Pittsburg, Kansas, Block 3, Lot 10) owned by Franklin E. Seely, II. Notice of violation was sent to the owner on 04/28/2015 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/08/2015. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 23:** Parcel Number: 2041904034003000: The property located at 307 W 7<sup>th</sup> (Legal Description: Pittsburg Original Town, the East 50', of Lots 523 and 524, Block 7, Less Right of Way) owned by Tywan Anthony. Notice of violation was sent to the owner on 05/09/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/22/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 24:** Parcel Number: 2041904034003000: The property located at 307 W 7<sup>th</sup> (Legal Description: Pittsburg Original Town, the East 50', of Lots 523 and 524, Block 7, Less Right of Way) owned by Tywan Anthony. Notice of violation was sent to the owner on 06/02/2014 and, after failure to comply, the City did

cause weeds or obnoxious vegetable growth to be cut on 06/10/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 25:** Parcel Number: 2041904034003000: The property located at 307 W 7<sup>th</sup> (Legal Description: Pittsburg Original Town, the East 50', of Lots 523 and 524, Block 7, Less Right of Way) owned by Tywan Anthony. Notice of violation was sent to the owner on 07/11/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/25/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 26:** Parcel Number: 2041904034004000: The property located at 309 W 7<sup>th</sup>, (Legal Description: Pittsburg Original Town, of the west 1/2 east 1/2 Lots 523 and 524, Block 7) owned by Opal Maxine Walker. Notice of violation was sent to the owner on 02/19/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 04/25/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 27:** Parcel Number: 2041904034004000: The property located at 309 W 7<sup>th</sup>, (Legal Description: Pittsburg Original Town, of the west 1/2 east 1/2 Lots 523 and 524, Block 7) owned by Opal Maxine Walker. Notice of violation was

sent to the owner on 05/09/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/22/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 28:** Parcel Number: 2041904034004000: The property located at 309 W 7<sup>th</sup>, (Legal Description: Pittsburg Original Town, of the west 1/2 east 1/2 Lots 523 and 524, Block 7) owned by Opal Maxine Walker. Notice of violation was sent to the owner on 06/02/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/10/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 29:** Parcel Number: 2041904034004000: The property located at 309 W 7<sup>th</sup>, (Legal Description: Pittsburg Original Town, of the west 1/2 east 1/2 Lots 523 and 524, Block 7) owned by Opal Maxine Walker. Notice of violation was sent to the owner on 07/11/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/25/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 30:** Parcel Number: 2041904034004000: The property located at 309 W 7<sup>th</sup>, (Legal Description: Pittsburg Original Town, of the west 1/2 east 1/2 Lots

523 and 524, Block 7) owned by Opal Maxine Walker. Notice of violation was sent to the owner on 08/20/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/25/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 31:** Parcel Number: 2041904034017000: The property located at 607 N Walnut (Legal Description: Pittsburg Original Town, the south 1/2 of Lot 446 and all of Lot 447, Block 7) owned by Lety's Rentals, LLC. Notice of violation was sent to the owner on 05/21/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/29/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 32:** Parcel Number: 2041904038008000: The property located at 208 W 5<sup>th</sup> (Legal Description: Pittsburg Original Town, the west50' of east 100' of Lot 425, Block 17) to owned by Stanley D. Ross. Notice of violation was sent to the owner on 06/11/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/24/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 33:** Parcel Number: 2041904039009000: The property located at 310 W 5<sup>th</sup>, (Legal Description: Blair's Subdivision to the City of Pittsburg, Kansas, Lot

2) owned by Jaci L. Scott. Notice of violation was sent to the owner on 04/28/2015 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/28/2015. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 34:** Parcel Number: 2041904046003000: The property located at 505 W 5<sup>th</sup>, (Legal Description: Park Place Improvement 1st Subdivision, to the City of Pittsburg, Kansas, Lot J) owned by Stace R. Morris. Notice of violation was sent to the owner on 06/02/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/10/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 35:** Parcel Number: 2041904048014010: The property located at 302 W 4<sup>th</sup> (Legal Description: Pittsburg Original Town, to the City of Pittsburg, Kansas, Lots 461 and 462, Block 19, Less the Right of Way) owned by MOOSEY, INC.. Notice of violation was sent to the owner on 08/20/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/25/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 36:** Parcel Number: 2041904048014010: The property located at 302 W 4<sup>th</sup> (Legal Description: Pittsburg Original Town, to the City of Pittsburg, Kansas, Lots 461 and 462, Block 19, Less the Right of Way) owned by

MOOSEY, INC.. Notice of violation was sent to the owner on 04/20/2015 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/04/2015. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 37:** Parcel Number: 2042001014006000: The property located at 1006 E 14<sup>th</sup> (Legal Description: East Pittsburg Land Co. 1st Addition, to the City of Pittsburg, Kansas, Block 21, Lots 13 and 14) owned by Steve McQueen. Notice of violation was sent to the owner on 07/01/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/15/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 38:** Parcel Number: 2042001015006000: The property located at 1306 N Taylor (Legal Description: East Pittsburg Land Co. 1st Addition, to the City of Pittsburg, Kansas, the south 93' of Lot 11, Block 22) owned by Betty Jean Rogers. Notice of violation was sent to the owner on 07/30/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/07/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 39:** Parcel Number: 2042001015006000: The property located at 1306 N Taylor (Legal Description: East Pittsburg Land Co. 1st Addition, to the City of

Pittsburg, Kansas, the south 93' of Lot 11, Block 22) owned by Betty Jean Rogers. Notice of violation was sent to the owner on 09/25/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/07/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 40:** Parcel Number: 2042001014007000: The property located at 1002 E 14<sup>th</sup>, East Pittsburg Land Co, 1st Addition, to the City of Pittsburg, Kansas, Block 21 Lot 15) owned by TBSW Holdings, LLC. Notice of violation was sent to the owner on 05/06/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/16/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 41:** Parcel Number: 2042001014007000: The property located at 1002 E 14<sup>th</sup>, East Pittsburg Land Co, 1st Addition, to the City of Pittsburg, Kansas, Block 21 Lot 15) owned by TBSW Holdings, LLC. Notice of violation was sent to the owner on 07/15/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/25/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 42:** Parcel Number: 2042001014007000: The property located at 1002 E 14<sup>th</sup>, East Pittsburg Land Co, 1st Addition, to the City of Pittsburg, Kansas, Block 21 Lot 15) owned by TBSW Holdings, LLC. Notice of violation was sent to

the owner on 09/15/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/25/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 43:** Parcel Number: 2042001014007000: The property located at 1002 E 14<sup>th</sup>, East Pittsburg Land Co, 1st Addition, to the City of Pittsburg, Kansas, Block 21 Lot 15) owned by TBSW Holdings, LLC. Notice of violation was sent to the owner on 05/07/2015 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/12/2015. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 44:** Parcel Number: 2042001020002000: The property located at 1024 E 13<sup>th</sup> (Legal Description: East Pittsburg Land Co 1st Addition to the City of Pittsburg, Kansas, Block 24, Lots 4 and 5) owned by Russell F. Mize. Notice of violation was sent to the owner on 04/23/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/01/2014. The cost and expenses incurred was Three Hundred Sixty Dollars and Fifty Five Cents (\$360.55).

**Section 45:** Parcel Number: 2042002001005000: The property located at 1902 N Smelter (Legal Description: Chicago Addition, to the City of Pittsburg, Kansas, the south 1/2 of Lot 3 and all of Lot 1, Block 12) owned by Roy Still. Notice of violation was sent to the owner on 07/29/2014 and, after failure to comply, the

City did cause weeds or obnoxious vegetable growth to be cut on 08/06/2014. The cost and expenses incurred was Four Hundred Ten Dollars and Fifty Five Cents (\$410.55).

**Section 46:** Parcel Number: 2042002001005000: The property located at 1902 N Smelter (Legal Description: Chicago Addition, to the City of Pittsburg, Kansas, the south 1/2 of Lot 3 and all of Lot 1, Block 12) owned by Roy Still. Notice of violation was sent to the owner on 04/21/2015 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/07/2015. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 47:** Parcel Number: 2042002005005000: The property located at 203 E 19<sup>th</sup> (Legal Description: Kansas and Texas Coal Co. 2nd Addition to the City of Pittsburg, Kansas, East 70' of Lots 61 and 62) owned by Karen Sue Fuhr. Notice of violation was sent to the owner on 04/21/2015 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/07/2015. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 48:** Parcel Number: 2042002008011000: The property located at 1809 N Elm (Legal Description: Kansas and Texas Coal Co. 2nd Addition to the City of Pittsburg Lot 68) owned by William G. Meeks. Notice of violation was sent to

the owner on 05/09/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/15/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 49:** Parcel Number: 2042002008011000: The property located at 1809 N Elm (Legal Description: Kansas and Texas Coal Co. 2nd Addition to the City of Pittsburg Lot 68) owned by William G. Meeks. Notice of violation was sent to the owner on 06/23/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/11/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$360.55).

**Section 50:** Parcel Number: 2042002008011000: The property located at 1809 N Elm (Legal Description: Kansas and Texas Coal Co. 2nd Addition to the City of Pittsburg Lot 68) owned by William G. Meeks. Notice of violation was sent to the owner on 10/07/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/16/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 51:** Parcel Number: 2042002026008000: The property located at 1501 N Smelter (Legal Description: Leighton's 3rd Addition, to the City of Pittsburg, Kansas, Lot 37) owned by Travis Needham. Notice of violation was sent to the owner on 07/01/2014 and, after failure to comply, the City did cause weeds or

obnoxious vegetable growth to be cut on 07/15/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 52:** Parcel Number: 2042002026008000: The property located at 1501 N Smelter (Legal Description: Leighton's 3rd Addition, to the City of Pittsburg, Kansas, Lot 37) owned by Travis Needham. Notice of violation was sent to the owner on 09/11/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/25/2014. The cost and expenses incurred Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 53:** Parcel Number: 2042003024007000: The property located at 601 E 7<sup>th</sup>, (Legal Description: Pittsburg Town Co. 2nd Addition to the City of Pittsburg, Kansas, the west 75' of Lot 5 Fractional Block 2), owned by David Snider. Notice of violation was sent to the owner on 04/29/2015 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/07/2015. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 54:** Parcel Number: 2042002036001000: The property located at 1311 N Smelter (Legal Description: Leighton's Addition to the City of Pittsburg, Kansas, Lot 23) owned by Richard Evans. Notice of violation was sent to the owner on 03/20/2014 and, after failure to comply, the City did cause weeds or

obnoxious vegetable growth to be cut on 04/24/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 55:** Parcel Number: 204200203801100: The property located at 1307 N JOPLIN (Legal Description: North Pittsburg Addition to the City of Pittsburg, Kansas, the South 51' of the north 166' of Lot 1) owned by Frank K. Gartner. Notice of violation was sent to the owner on 05/15/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/27/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 56:** Parcel Number: 2042003002008000: The property located at 509 E 10<sup>th</sup> (Legal Description: Pittsburg Town Co. 4th Addition to the City of Pittsburg, Kansas, Block 4, Lot 18 and 19) owned by Andrew Dwayne Doughty. Notice of violation was sent to the owner on 04/29/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/06/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 57:** Parcel Number: 2042003014011000: The property located at 509 E 8<sup>th</sup> (Legal Description: Pittsburg Town Co. 4th Add to the City of Pittsburg, Kansas, the west 1/2 of lot 19 and all of Lots 17 and 18, Block 10) owned by Elsie Cunningham. Notice of violation was sent to the owner on 10/07/2014 and,

after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/23/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 58:** Parcel Number: 2042003024007000: The property located at 601 E 7<sup>th</sup> (Legal Description: Pittsburg Town Co 2nd Addition, to the City of Pittsburg, Kansas, the west 75' of Lot 5, Fractional Block 2) owned by David Snider. Notice of violation was sent to the owner on 04/23/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/01/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 59:** Parcel Number: 2042003024007000: The property located at 601 E 7<sup>th</sup> (Legal Description: Pittsburg Town Co 2nd Addition, to the City of Pittsburg, Kansas, the west 75' of Lot 5, Fractional Block 2) owned by David Snider. Notice of violation was sent to the owner on 06/02/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/10/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 60:** Parcel Number: 2042003024007000: The property located at 601 E 7<sup>th</sup> (Legal Description: Pittsburg Town Co 2nd Addition, to the City of Pittsburg, Kansas, the west 75' of Lot 5, Fractional Block 2) owned by David Snider. Notice of violation was sent to the owner on 07/10/2014 and, after failure to comply, the

City did cause weeds or obnoxious vegetable growth to be cut on 07/28/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 61:** Parcel Number: 2042003024007000: The property located at 601 E 7<sup>th</sup> (Legal Description: Pittsburg Town Co 2nd Addition, to the City of Pittsburg, Kansas, the west 75' of Lot 5, Fractional Block 2) owned by David Snider. Notice of violation was sent to the owner on 08/25/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/16/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 62:** Parcel Number: 2042004003001000: The property located in the 700 Block of East 11<sup>th</sup> (Legal Description: Hermann Addition to the City of Pittsburg, Kansas, Lots 1, 2, 3, 4, 5, and 6 Block 2; also Lot 22 to Rogers Addition) owned by Deborah A. McKinstry. Notice of violation was sent to the owner on 05/15/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/28/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 63:** Parcel Number: 2042004010014000: The property located in the 800 Block of East 9<sup>th</sup> (Legal Description: Hermann Add to the City of Pittsburg, Kansas, the east 1/2 of lot 24, all of Lot 25 and the north 67' of Lots 26 – 28,

Block 5) owned by Ken C. Wheeler. Notice of violation was sent to the owner on 05/30/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/09/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 64:** Parcel Number: 2042004013007000: The property located at 802 E 9<sup>th</sup> (Legal Description: Hermann Addition, to the City of Pittsburg, Kansas, the west 1/4 of Lot 13 and all of Lot 14, Block 8) owned by Mauricio Hernandez. Notice of violation was sent to the owner on 04/18/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/01/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 65:** Parcel Number: 2042004019016000: The property located at 725 E 7<sup>th</sup> (Legal Description: ST. James Addition to the City of Pittsburg, Kansas, Lot 1) owned by John P Gilmore. Notice of violation was sent to the owner on 09/25/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/15/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 66:** Parcel Number: 2042004026003000: The property located at 916 E 6<sup>th</sup> (Legal Description: Playter's 3rd Addition, to the City of Pittsburg, Kansas, Lot 7 and 8, Block 6) owned by Joshua A. Granere. Notice of violation was sent to

the owner on 06/02/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/11/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 67:** Parcel Number: 2042004026003000: The property located at 916 E 6<sup>th</sup> (Legal Description: Playter's 3rd Addition, to the City of Pittsburg, Kansas, Lot 7 and 8, Block 6) owned by Joshua A. Granere. Notice of violation was sent to the owner on 07/01/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/16/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 68:** Parcel Number: 2042004026003000: The property located at 916 E 6<sup>th</sup> (Legal Description: Playter's 3rd Addition, to the City of Pittsburg, Kansas, Lot 7 and 8, Block 6) owned by Joshua A. Granere. Notice of violation was sent to the owner on 10/10/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/20/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 69:** Parcel Number: 2052100001018000: The property located at 1411 N FREE KING (Legal Description: Braley's Subdivision, to the City of Pittsburg, Kansas, South 3/5 of Lot 1 and the East 10.10' of Lot 2) owned by Patrick Miller. Notice of violation was sent to the owner on 08/21/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on

09/05/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 70:** Parcel Number: 2052103005002000: The property located at 1103 E 10<sup>th</sup> (Legal Description: Kansas City Southern Annex to the City of Pittsburg, Kansas, all of Lots 61 and 62 and Southeasterly 1/2 of the adjacent Abandoned Railroad Right of Way) owned by Walter R. Willey. Notice of violation was sent to the owner on 04/23/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/01/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 71:** Parcel Number: 2052103005002000: The property located at 1103 E 10<sup>th</sup> (Legal Description: Kansas City Southern Annex to the City of Pittsburg, Kansas, all of Lots 61 and 62 and Southeasterly 1/2 of the adjacent Abandoned Railroad Right of Way) owned by Walter R. Willey. Notice of violation was sent to the owner on 05/30/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/09/2014. The cost and expenses incurred Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 72:** Parcel Number: 2052103005002000: The property located at 1103 E 10<sup>th</sup> (Legal Description: Kansas City Southern Annex to the City of Pittsburg, Kansas, all of Lots 61 and 62 and Southeasterly 1/2 of the adjacent Abandoned Railroad Right of Way) owned by Walter R. Willey. Notice of violation was sent to

the owner on 07/01/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/15/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 73:** Parcel Number: 2052103005002000: The property located at 1103 E 10<sup>th</sup> (Legal Description: Kansas City Southern Annex to the City of Pittsburg, Kansas, all of Lots 61 and 62 and Southeasterly 1/2 of the adjacent Abandoned Railroad Right of Way) owned by Walter R. Willey. Notice of violation was sent to the owner on 08/05/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/08/2014. The cost and expenses incurred was Nine Hundred Ten Dollars and Fifty Five Cents (\$910.55).

**Section 74:** Parcel Number: 2052103005002000: The property located at 1103 E 10<sup>th</sup> (Legal Description: Kansas City Southern Annex to the City of Pittsburg, Kansas, all of Lots 61 and 62 and Southeasterly 1/2 of the adjacent Abandoned Railroad Right of Way) owned by Walter R. Willey. Notice of violation was sent to the owner on 05/06/2015 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/11/2015. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 75:** Parcel Number: 2052103005007000: The property located at 1115 E 10<sup>th</sup> (Legal Description: Kansas City Southern Annex to the City of Pittsburg, Kansas, all of 61 and 62 and Southeasterly 1/2 of the adjacent Abandoned

Railroad Right of Way) owned by Robert H. Lake. Notice of violation was sent to the owner on 08/28/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/25/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 76:** Parcel Number: 2052103021001000: The property located at 511 N Water (Legal Description: Jenni's Addition to the City of Pittsburg, Kansas, Lot 1, Block 1) owned by Dennis P. Masterson. Notice of violation was sent to the owner on 07/29/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/06/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 77:** Parcel Number: 2052103021001000: The property located at 511 N Water (Legal Description: Jenni's Addition to the City of Pittsburg, Kansas, Lot 1, Block 1) owned by Dennis P. Masterson. Notice of violation was sent to the owner on 09/23/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/15/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 78:** Parcel Number: 2092902014001000: The property located at 105 N Locust (Legal Description: Pittsburg Original Town, the north 17' of Lot 213 and the south 31.6' of Lot 212, Block 39) owned by Huynh Renita. Notice of violation was sent to the owner on 04/30/2014 and, after failure to comply, the

City did cause weeds or obnoxious vegetable growth to be cut on 05/27/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 79:** Parcel Number: 2092902014001000: The property located at 105 N Locust (Legal Description: Pittsburg Original Town, the north 17' of Lot 213 and the south 31.6' of Lot 212, Block 39) owned by Huynh Renita. Notice of violation was sent to the owner on 07/11/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/30/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 80:** Parcel Number: 2092902014001000: The property located at 105 N Locust (Legal Description: Pittsburg Original Town, the north 17' of Lot 213 and the south 31.6' of Lot 212, Block 39) owned by Huynh Renita. Notice of violation was sent to the owner on 09/24/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/06/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 81:** Parcel Number: 2092902018011000: The property located at 211 S Elm (Legal Description: Roger's Company 2nd Addition, to the City of Pittsburg, Kansas, the west 120' of Lot 6, Block 1) owned by Gerald T Waggoner. Notice of

violation was sent to the owner on 06/19/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/30/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 82:** Parcel Number: 2092902018011000: The property located at 211 S Elm (Legal Description: Roger's Company 2nd Addition, to the City of Pittsburg, Kansas, the west 120' of Lot 6, Block 1) owned by Gerald T Waggoner. Notice of violation was sent to the owner on 08/19/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/08/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 83:** Parcel Number: 2092902018011000: The property located at 211 S Elm (Legal Description: Roger's Company 2nd Addition, to the City of Pittsburg, Kansas, the west 120' of Lot 6, Block 1) owned by Gerald T Waggoner. Notice of violation was sent to the owner on 10/07/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/16/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 84:** Parcel Number: 2092902018013000: The property located at 303 E Euclid (Legal Description: Roger's Company 2nd Addition, to the City of

Pittsburg, Kansas, the west 155' of Lots 11 and 12, Block 1) owned by Linda P. Piatkowski. Notice of violation was sent to the owner on 06/25/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/07/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 85:** Parcel Number: 2092902018013000: The property located at 303 E Euclid (Legal Description: Roger's Company 2nd Addition, to the City of Pittsburg, Kansas, the west 155' of Lots 11 and 12, Block 1) owned by Linda P. Piatkowski. Notice of violation was sent to the owner on 08/06/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/20/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55.)

**Section 86:** Parcel Number: 2092902018013000: The property located at 303 E Euclid (Legal Description: Roger's Company 2nd Addition, to the City of Pittsburg, Kansas, the west 155' of Lots 11 and 12, Block 1) owned by Linda P. Piatkowski. Notice of violation was sent to the owner on 09/18/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/29/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 87:** Parcel Number: 2092903005001000: The property located at 213 E Park (Legal Description: Santa Fe 1st Addition, to the City of Pittsburg, Kansas, Lot 10) owned by Curly L Esaw. Notice of violation was sent to the owner on 09/26/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/07/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 88:** Parcel Number: 2092903005001000: The property located at 213 E Park (Legal Description: Santa Fe 1st Addition, to the City of Pittsburg, Kansas, Lot 10) owned by Curly L Esaw. Notice of violation was sent to the owner on 04/14/2015 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 04/30/2015. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 89:** Parcel Number: 2092903008001000: The property located at 212 E Park (Legal Description: Santa Fe 1st Addition, to the City of Pittsburg, Kansas, Lot 35) owned by Stanley D. Ross. Notice of violation was sent to the owner on 04/14/2015 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 04/30/2015. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 90:** Parcel Number: 2092903008002000: The property located at 210 E Park (Legal Description: Santa Fe 1st Addition to the City of Pittsburg, Kansas,

Lot 36) owned by Stanley Ross. Notice of violation was sent to the owner on 09/26/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/16/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 91:** Parcel Number: 2092903008002000: The property located at 210 E Park (Legal Description: Santa Fe 1st Addition to the City of Pittsburg, Kansas, Lot 36) owned by Stanley Ross. Notice of violation was sent to the owner on 04/14/2015 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 04/30/2015. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 92:** Parcel Number: 2092903018004000: The property located at 210 E Adams (Legal Description: Santa Fe 1st Addition to the City of Pittsburg, Kansas, Lot 133) owned by DAVID N SNIDER. Notice of violation was sent to the owner on 05/22/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/30/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 93:** Parcel Number: 2092903018004000: The property located at 210 E Adams (Legal Description: Santa Fe 1st Addition to the City of Pittsburg, Kansas, Lot 133) owned by David N Snider. Notice of violation was sent to the owner on 07/25/2014 and, after failure to comply, the City did cause weeds or obnoxious

vegetable growth to be cut on 08/05/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 94:** Parcel Number: 2092903018008000: The property located at 202 E Adams (Legal Description: Santa Fe 1st Addition, to the City of Pittsburg, Kansas, Lot 137) owned by David Phillips. Notice of violation was sent to the owner on 09/12/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/01/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 95:** Parcel Number: 2092903031004000: The property located 1007 S Elm (Legal Description: Santa Fe 2nd Addition, to the City of Pittsburg, Kansas, Lots 58 and 59) Carver Social League C/O Alice McDaniels. Notice of violation was sent to the owner on 06/13/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/07/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 96:** Parcel Number: 2092903031004000: The property located 1007 S Elm (Legal Description: Santa Fe 2nd Addition, to the City of Pittsburg, Kansas, Lots 58 and 59) Carver Social League C/O Alice McDaniels. Notice of violation was sent to the owner on 09/03/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/22/2014. The cost

and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 97:** Parcel Number: 2092903033001000: The property located at 1002 S Homer (Legal Description: McCormick Subdivision to McCormick 2nd to the City of Pittsburg, Kansas, Lots 41A and 42) owned by Wilburne Lee McCullough. Notice of violation was sent to the owner on 06/06/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/17/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 98:** Parcel Number: 2092903033001000: The property located at 1002 S Homer (Legal Description: McCormick Subdivision to McCormick 2nd to the City of Pittsburg, Kansas, Lots 41A and 42) owned by Wilburne Lee McCullough. Notice of violation was sent to the owner on 07/22/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/07/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 99:** Parcel Number: 2092903033001000: The property located at 1002 S Homer (Legal Description: McCormick Subdivision to McCormick 2nd to the City of Pittsburg, Kansas, Lots 41A and 42) owned by Wilburne Lee McCullough. Notice of violation was sent to the owner on 09/26/2014 and, after failure to

comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/07/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 100:** Parcel Number: 2092903045001000: The property located in the 100 Block of East Monroe (Legal Description: Section 29, Township 30, Range 25, Beginning 30' South of the northeast Corner of Lot 167, 1st Santa Fe Addition, thence Southeasterly 228', thence Southwesterly 50', thence west 170', thence Northwesterly 319', to the Point of Beginning) owned by A.T. & S.F. Railroad. Notice of violation was sent to the owner on 06/13/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/25/2014. The cost and expenses incurred was Eight Hundred Ten Dollars and Fifty Five Cents (\$810.55).

**Section 101:** Parcel Number: 2092903046001000: The property located in the 100 Block East Madison, (Legal Description: Section 29, Township 30, Range 25, Beginning at the Intersection Point of the Center Line of Madison Street and the Westerly right of Way line of the Abandoned A.T. and S.F. Railroad, thence East 195', thence West 235', thence Northwesterly 555' to the Point of Beginning) owned by A.T. & S.F. Railroad. Notice of violation was sent to the owner on 07/02/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/17/2014. The cost and expenses

incurred was One Thousand One Hundred Ten Dollars and Fifty Five Cents (\$1110.55).

**Section 102:** Parcel Number: 2092903046001000: The property located in the 100 Block East Madison, (Legal Description: Section 29, Township 30, Range 25, Beginning at the Intersection Point of the Center Line of Madison Street and the Westerly right of Way line of the Abandoned A.T. and S.F. Railroad, thence East 195', thence West 235', thence Northwesterly 555' to the Point of Beginning) owned by A.T. & S.F. Railroad. Notice of violation was sent to the owner on 08/22/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/12/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 103:** Parcel Number: 2092904020013000: The property located at 821 E Quincy (Legal Description: Bonview Addition, to the City of Pittsburg, Kansas, Lot 11, Block 8) owned by Stephani A. Knight. Notice of violation was sent to the owner on 08/20/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/08/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 104:** Parcel Number: 2093001016002000: The property located at 110 N Walnut (Legal Description: Pittsburg Original Town, Lots 405 and 406, Block 41) owned by Joe Smith Tobacco, Inc. Notice of violation was sent to the owner

on 07/09/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/25/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 105:** Parcel Number: 2093001016002000: The property located at 110 N Walnut (Legal Description: Pittsburg Original Town, Lots 405 and 406, Block 41) owned by Joe Smith Tobacco, Inc. Notice of violation was sent to the owner on 08/26/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/10/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 106:** Parcel Number: 2093001031004000: located at 509 W Euclid, Playter's Addition to the City of Pittsburg, Kansas, Lot 46) owned by Debra K. Rankin. Notice of violation was sent to the owner on 08/20/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/09/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 107:** Parcel Number: 2093001034013000: The property located at 406 W Forest (Legal Description: Playter's Addition to the City of Pittsburg Lot 110) owned by Wilma Mays. Notice of violation was sent to the owner on 06/19/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable

growth to be cut on 06/30/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 108:** Parcel Number: 2093001039005000: The property located at 106 W Forest (Legal Description: McCormick Addition, to the City of Pittsburg, Kansas, Lot 36, Block 1) owned by Ronald Wuerdeman. Notice of violation was sent to the owner on 09/26/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/07/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 109:** Parcel Number: 2093001041010000: The property located at 223 W Kansas (Legal Description: McCormick's Addition to the City of Pittsburg, Lot 51, Block 2) owned by Vincent Wildermuth. Notice of violation was sent to the owner on 08/06/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/08/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 110:** Parcel Number: 2093001045001000: The property located at 201 W Forest (Legal Description: McCormick's Addition to the City of Pittsburg, Kansas, Lots 103 and 104, Block 3) owned by Christopher E. Haynes. Notice of violation was sent to the owner on 07/24/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/13/2014.

The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 111:** Parcel Number: 2093001045001000: The property located at 201 W Forest (Legal Description: McCormick's Addition to the City of Pittsburg, Kansas, Lots 103 and 104, Block 3) owned by Christopher E. Haynes. Notice of violation was sent to the owner on 10/02/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/21/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 112:** Parcel Number: 2093002003006000: The property located at 811 W 4<sup>th</sup> (Legal Description: Forest Park 2nd Addition to the City of Pittsburg, Kansas, Lot 13) owned by Janice M. Strange. Notice of violation was sent to the owner on 08/06/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/20/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$350.55).

**Section 113:** Parcel Number: 2093002012011000: The property located at 723 W 3<sup>rd</sup> (Legal Description: Forest Park 2nd Addition, to the City of Pittsburg, Kansas, Lot 46) owned by Salvador Garcia Aguilar. Notice of violation was sent to the owner on 09/09/2014 and, after failure to comply, the City did cause weeds

or obnoxious vegetable growth to be cut on 09/26/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 114:** Parcel Number: 2093002012023000: The property located at 708 W 2<sup>nd</sup> (Legal Description: Forest Park 2nd Addition, to the City of Pittsburg, Kansas, Lot 75), owned by Mindy Rakestraw. Notice of violation was sent to the owner on 04/23/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/14/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 115:** Parcel Number: 2093002012023000: The property located at 708 W 2<sup>nd</sup> (Legal Description: Forest Park 2nd Addition, to the City of Pittsburg, Kansas, Lot 75), owned by Mindy Rakestraw. Notice of violation was sent to the owner on 08/26/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/08/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 116:** Parcel Number: 2093002029006000: located at 402 Rose Harris (Legal Description: Jenness Subdivision to West Forest Addition, to the City of Pittsburg, Kansas, Lot 27) owned by Darlene I. Lomax. Notice of violation was sent to the owner on 06/03/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/17/2014. The cost and

expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 117:** Parcel Number: 2093002029006000: located at 402 Rose Harris (Legal Description: Jenness Subdivision to West Forest Addition, to the City of Pittsburg, Kansas, Lot 27) owned by Vincent Lomax. Notice of violation was sent to the owner on 08/19/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/08/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 118:** Parcel Number: 2093002032023000: The property located at 506 W Forest (Legal Description: Forest Park 3rd Addition, to the City of Pittsburg, Kansas, Lot 110) owned by Kylee S Shaffer. Notice of violation was sent to the owner on 05/28/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/17/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 119:** Parcel Number 2093002012023000: The property located at 708 W 2<sup>nd</sup> (Legal Description: Forest Park 2<sup>nd</sup> Addition, to the City of Pittsburg, Kansas, Lot 75) owned by Mindy Rakestraw. Notice of violation was sent to the owner on 6/13/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 6/24/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 120:** Parcel Number: 2093002032023000: The property located at 506 W Forest (Legal Description: Forest Park 3rd Addition, to the City of Pittsburg, Kansas, Lot 110) owned by Kylee S Shaffer. Notice of violation was sent to the owner on 06/10/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/11/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 121:** Parcel Number: 2093002032024000: The property located at 504 W Forest (Legal Description: Forest Park 3rd Addition, to the City of Pittsburg, Kansas, Lot 111) owned by John R. Lovell. Notice of violation was sent to the owner on 08/19/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/08/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 122:** Parcel Number: 2093000000000000: The property located at 117 W Madison (Legal Description: Hyde and Jackson Addition to the City of Pittsburg, Kansas, Lot 21, Block 5) owned by Vivian L. Atchley. Notice of violation was sent to the owner on 09/23/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/06/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 123:** Parcel Number: 2093203004028000: The property located at 490 Fieldcrest (Legal Description: Fieldcrest Addition, to the City of Pittsburg, Kansas, Part of Lot 3, Described as; Beginning at the southeast corner of Lot 3; thence Northwesterly Y 99.13', thence Northeasterly 92.95', thence Southeasterly 100', 73', Southwesterly 40.98', to Point of Beginning) owned by J. Dickson Properties,. Notice of violation was sent to the owner on 08/29/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/09/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 124:** Parcel Number: 2093203009003000: The property located at 102 E Hudson (Legal Description: Normal Heights Addition, to the City of Pittsburg, Kansas, Easterly 66' Lot 26, Block 5) owned by J. Dickson Properties. Notice of violation was sent to the owner on 07/22/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/11/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

**Section 125:** Parcel Number: 2130501004020000: The property located at 2602 S Stilwell (Legal Description: Clarkson Addition, to the City of Pittsburg, Kansas, all of Lots 10 and 11, Less Beginning at the southwest corner of Lot 11, Thence east 10', thence northwesterly 103.5', thence west 50', thence South 123.64', to Point of Beginning) owned by Stacy L. Smith. Notice of violation was

sent to the owner on 06/10/2014 and, after failure to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/23/2014. The cost and expenses incurred was Three Hundred Ten Dollars and Fifty Five Cents (\$310.55).

The City Clerk shall certify to the County Clerk of Crawford County, Kansas, the special assessments levied under Sections 1 through 125 of this Ordinance, and the County Clerk shall extend the same on the tax rolls of the County against said lots or parcels of land.

This Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

**PASSED AND APPROVED** this 14<sup>th</sup> day of July, 2015

\_\_\_\_\_  
Chuck Munsell, Mayor

ATTEST:

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



DEPARTMENT OF PUBLIC WORKS

(620) 231-4170

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

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** July 6, 2015

**SUBJECT:** Agenda Item – July 14, 2015  
Final Payment and Change Order No. 1  
2014 Concrete Repair (Joplin, Centennial, Rouse)

---

The contractor, Mission Construction Company, Inc., of St. Paul, Kansas, has completed all work on the above-referenced project and is now requesting final payment. They have also submitted for consideration Change Order No. 1 reflecting an increase of \$49,241.17. This change order is for: 1) additional curb and gutter work where the curb and gutter had to be replaced due to its poor condition preventing the street pavement from being poured up against it; and, 2) installation of new pavement at the intersection of Quincy and Rouse to eliminate concrete slabs that had settled making it rough for vehicles to travel through the intersection. This will bring the total project cost to \$285,245.61 and make final payment to Mission Construction Company, Inc. in the amount of \$87,074.70.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 14, 2015. Action necessary will be approval or disapproval of Change Order No. 1 and for final payment to Mission Construction Company, Inc.

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

Attachment: Final Payment Documents  
Change Order No. 1



## DEPARTMENT OF PUBLIC WORKS

201 W. 4th Street · Pittsburg KS 66762

**PROJECT:** Concrete Repair 2014 (Joplin-Centennial-Rouse)

**CONTRACTOR:** Mission Construction Company, Inc.  
101 St. Joseph, P.O. Box 321  
St. Paul, KS 66771

**Pay Application No. FINAL**  
**Date: June 18, 2015**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	CHANGE QUANTITY	UNIT	UNIT COST	NEW CONTRACT AMOUNT	UNIT COMPLETE	VALUE	
1	Mobilization	1	L.S.	\$ 7,500.00	\$ 7,500.00					100%	\$ 7,500.00	
2	Traffic Control	1	L.S.	\$ 2,500.00	\$ 2,500.00					100%	\$ 2,500.00	
3	Construct 8" Concrete Pavement	1471	S.Y.	\$ 153.64	\$ 226,004.44	285.35	S.Y.	\$ 153.64	\$ 269,845.61	100%	\$ 269,845.61	
ADD	Concrete Curb and Gutter (30")					108	L.F.	\$ 50.00	\$ 5,400.00	100%	\$ 5,400.00	
											<b>Original Contract Construction Amount</b>	\$ 236,004.44
											<b>Value of Completed Work</b>	\$ 285,245.61
											<b>Less 10% Retainage</b>	\$ -
											<b>Less Previous Estimates</b>	\$ 198,170.91
											<b>Total Deductions</b>	\$ 198,170.91
											<b>Amount Due Contractor on this Estimate</b>	\$ 87,074.70

**REQUESTED BY:** MISSION CONSTRUCTION COMPANY, INC.

[Signature]

DATE: 6-26-2015

**REVIEWED BY:** JACOB REAGAN, ENGINEERING TECHNICIAN, CITY OF PITTSBURG

[Signature]

DATE: 6/29/2015

**APPROVED BY:** WILLIAM A. BEASLEY, DIRECTOR OF PUBLIC WORKS, CITY OF PITTSBURG

[Signature]

DATE: 6/29/2015



**Concrete Repair 2014**  
 (Joplin, Centennial, Rouse)  
**Change Order No. 1**

CONTRACTOR: Mission Construction Company, Inc. Date: June 18, 2015

101 St. Joseph, P.O. Box 321  
 St. Paul, Kansas 66771

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$ 236,004.44
CHANGE ORDER NO. 1 DATED 06-18-2015.....	\$ 49,241.17
NEW CONTRACT CONSTRUCTION AMOUNT.....	\$ 285,245.61

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
3	Construct 8" Concrete Pavement	285.35	S.Y.	\$ 153.64	\$ 43,841.17
ADD	Concrete Curb and Gutter (30")	108	L.F.	\$ 50.00	\$ 5,400.00

TOTAL CHANGE ORDER NO. 1.....	\$ 49,241.17
NEW CONTRACT CONSTRUCTION AMOUNT.....	\$ 285,245.61
ENGINEERING AND INSPECTION (10%).....	\$ -
LEGAL AND ADMINISTRATIVE (5%).....	\$ -
NEW PROJECT TOTAL.....	\$ 285,245.61

ACCEPTED BY: MISSION CONSTRUCTION COMPANY, INC.

*[Signature]* DATE: 6-26-2015

SUBMITTED BY: Jacob Reagan, Engineering Technician, City of Pittsburg

*[Signature]* DATE: 6/29/2015

APPROVED BY: William A. Beasley, Director of Public Works, City of Pittsburg

*[Signature]* DATE: 6/29/15

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



**DEPARTMENT OF PUBLIC WORKS**  
201 W. 4th Street • Pittsburg KS 66762

**FINAL PAYMENT DUE CONTRACTOR**

PROJECT: Concrete Repair 2014 (Joplin, Centennial, Rouse) Date: June 18, 2015

CONTRACTOR: Mission Construction Company, Inc.  
101 St. Joseph, P.O. Box 321  
St. Paul, Kansas 66771

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$	236,004.44
CHANGE ORDER NO. 1 DATED 06-18-2015.....	\$	49,241.17
CHANGE ORDER NO. _ DATED .....	\$	-
CHANGE ORDER NO. _ DATED .....	\$	-
CHANGE ORDER NO. _ DATED .....	\$	-
TOTAL CONSTRUCTION COST.....	\$	285,245.61
Less Previous Payments.....	\$	198,170.91
<b>BALANCE DUE CONTRACTOR (FINAL PAYMENT).....</b>	<b>\$</b>	<b>87,074.70</b>

ACCEPTED BY: Mission Construction Company, Inc.

*[Signature]* DATE: 6-26-2015

SUBMITTED BY: Jacob Reagan, Engineering Technician, City of Pittsburg

*[Signature]* DATE: 6/29/2015

APPROVED BY: William A. Beasley, Director of Public Works, City of Pittsburg

*[Signature]* DATE: 6/29/15

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

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



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

Nick Jordan, Secretary  
Richard Cram, Director

Sam Brownback, Governor

## STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

Name of Entity to whom Project Exemption Certificate was Issued

201 W 4th St

Pittsburg

KS

66762

Street Address

City

State

Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under **Exemption Certificate Number** 0000044512, 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.

Mission Construction Co., Inc.

Contractor / Subcontractor

101 St. Joseph, P.O. Box 321

P.O. Box and/or Street Number and Name

St. Paul, Kansas 66771

City, State Zip

  
Signature and Title of Authorized Representative

6-26-2015  
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)

Mission Construction Co., Inc

PO Box 321
Saint Paul, Kansas 66771
620-449-2545

CONSENT OF SURETY
TO REDUCTION IN OR
RELEASE OF RETAINAGE

PROJECT: Concrete Repair 2014 (Joplin, Centennial, Rouse

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

CONTRACT FOR: Concrete repair 2014 (Joplin, Centennial, Rouse

CONTRACT DATE:

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

Granite Re, Inc., Surety
on bond of Mission Construction Co., Inc., Contractor,
hereby approves the reduction in or partial release of retainage to the Contractor, as follows:

Release of final payment

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, KS

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, Granite Re, Inc.
the Surety has hereunto set its hand this 23rd day of June, 2001

ATTEST:

Granite Re, Inc.

Surety

(SEAL)

Handwritten signature of authorized representative

Signature of Authorized Representative

atty in fact

Title

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

DAVID SALAVITCH; ROBERT L. COX II its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

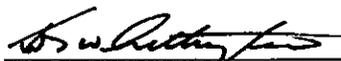
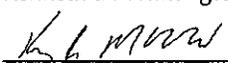
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

DAVID SALAVITCH; ROBERT L. COX II may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 23<sup>rd</sup> day of June, 2014.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )

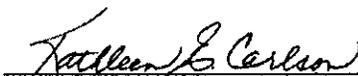


  
\_\_\_\_\_  
Kenneth D. Whittington, President  
  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 23<sup>rd</sup> day of June, 2014, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
\_\_\_\_\_  
Kathleen E. Carlson  
Notary Public

**GRANITE RE, INC.**  
Certificate

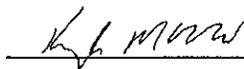
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

23 day of June, 2014



  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer

# Mission Construction Co., Inc.

PO Box 321  
904 Washington Street  
Saint Paul, Kansas 66771  
Phone: 620-449-2545  
Fax: 620-449-2541

TO: CITY CLERK  
CITY OF PITTSBURG  
PITTSBURG, KANSAS 66762

PROJECT: Concrete Repair 2014 (Joplin, Centennial,  
Rouse)

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.

State of Kansas, _____ County	Contractor: Mission Construction Co., Inc.
On this ____ day of _____ 200____, before me, a Notary Public in and for the aforementioned County and State, personally appeared	By: 
to me known to be the identical person who executed the above statement.	Title: President
_____ Notary Public	Seal: _____ (If Corporate)
My Commission Expires: _____	

The Granite Re, Inc., 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 23rd day of June, 200 15.

(SEAL):

Granite Re, Inc.

  
Signature of Authorized Representative  
David S. Salavitch

ATTORNEY-IN-FACT

RESIDENT AGENT.

cc: Engineering Division

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

DAVID SALAVITCH; ROBERT L. COX II its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

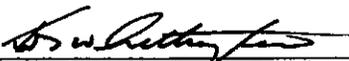
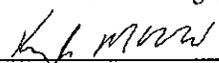
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

DAVID SALAVITCH; ROBERT L. COX II may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 23<sup>rd</sup> day of June, 2014.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )

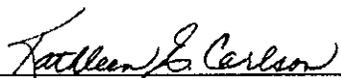


  
\_\_\_\_\_  
Kenneth D. Whittington, President  
  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 23<sup>rd</sup> day of June, 2014, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
\_\_\_\_\_  
Kathleen E. Carlson  
Notary Public

**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

23<sup>rd</sup> day of June, 2014.



  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer



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 7, 2015

**SUBJECT:** Agenda Item – July 14, 2015  
KLINK Resurfacing Project  
K-126 (W 4<sup>th</sup> Street), City Limits East of US-69 Bypass to Walnut Street  
KDOT Project No. 126-19 U-0335-01

---

KDOT has prepared and submitted to the City for approval Agreement No. 195-15 between the City of Pittsburg and the Secretary of Transportation to participate in funding for a KLINK street surfacing project on K-126 (W 4<sup>th</sup> Street) based on a 50% State/50% Local grant with the State's share not to exceed \$200,000. This project is a KDOT FY 2016 project, which runs from July 1<sup>st</sup>, 2015 to June 30<sup>th</sup>, 2016. The staff is anticipating a late summer 2015 start date. By entering into this agreement, KDOT will commit funds to the project. The City could also turn back these funds and reapply for KLINK funds at a later date. KLINK funds are normally available for projects, but there is no guaranty of future funds. A Resolution authorizing the Mayor and City Clerk to execute the agreement on behalf of the City has also been provided if the City Commission elects to proceed with this project.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 14<sup>th</sup>, 2015. Action necessary will be approval or disapproval of the agreement and, if approved, authorize the Mayor and City Clerk to sign this agreement on behalf of the City.

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

Attachment: Agreement

**A RESOLUTION RELATING TO STATE AID  
FOR THE IMPROVEMENT OF CITY CONNECTING LINKS  
ON THE STATE HIGHWAY SYSTEM**

Be it Resolved by the Governing Body of the City of Pittsburg, Kansas:

That the Mayor and City Clerk are authorized and directed to execute for and on behalf of the City of Pittsburg, Kansas, KLINK Resurfacing Project Agreement No. 195-15 between the City and Kansas Department of Transportation, giving the Secretary of Transportation of the State of Kansas authority to act for the City, and in its place and stead, to obtain for the City the benefits of State Aid and obtain benefits of such legislation for the City on the terms and conditions set forth in such agreement as may be prepared and approved by the Secretary of Transportation and requesting and authorizing the Secretary of Transportation for the State of Kansas to undertake and complete the work for the construction of a project for the improvement of K-126 (W 4<sup>th</sup> Street) in the City known as Project No. 126-19 U-0335-01.

Passed by the City Commission this 14<sup>th</sup> day of July, 2015.

\_\_\_\_\_  
MAYOR – Chuck Munsell

ATTEST:

\_\_\_\_\_  
CITY CLERK – Tammy Nagel

(SEAL)

PROJECT NO. 126-19 U-0335-01  
KLINK RESURFACING PROJECT  
CMS CONTRACT NO. \_\_\_\_\_  
CITY OF PITTSBURG, KANSAS

## A G R E E M E N T

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

### R E C I T A L S :

- A. The City has applied for and the Secretary has approved a KLINK Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on K-126 (W 4<sup>th</sup> Street) from City Limits East of US-69 to Walnut Street, a city connecting link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of State Highway funds.

**NOW, THEREFORE**, the Parties agree as follows:

## A R T I C L E I

### DEFINITIONS:

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

**1. City Connecting Link** - a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.

**2. KLINK Resurfacing Program** - a city connecting link (KLINK) resurfacing program that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be seventy-five percent (75%) for cities with a population of less than 10,000 or fifty percent (50%) for cities with a population of 10,000 or greater, up to a maximum of \$200,000.00 per fiscal year of state funds. The KLINK Resurfacing Program is for contract maintenance only.

3. **Project** - mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the KLINK Resurfacing Program for K-126 (W 4<sup>th</sup> Street), from City Limits East of US-69 to Walnut Street.

4. **Eligible/Participating Bid Items** - all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for KLINK funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

5. **Non-Eligible/Non-Participating Bid Items** - items typically non-eligible for KLINK funding include but are not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

6. **Fiscal Year (FY)** - the state's fiscal year begins July 1 and ends on June 30 of the following calendar year.

## ARTICLE II

### SECRETARY RESPONSIBILITIES:

1. **Reimbursement of Project Costs.** The Secretary agrees to reimburse the City fifty percent (50%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed \$200,000.00, as the Secretary's total share of the cost to construct the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceed \$400,000.00. The Secretary shall not be responsible for the total actual costs of preliminary engineering, utility adjustments, or items not participating in the KLINK Resurfacing Program.

2. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed by the City that the Project was constructed within substantial compliance of the final design plans and specifications.

**ARTICLE III**

**CITY RESPONSIBILITIES:**

1. **Limited Scope.** The Project is limited to roadway resurfacing along the Project location. The Project roadway resurfacing may include all eligible items as defined above. Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.

2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current KLINK Resurfacing Program for this Project.

3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City 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 City, the City’s employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary’s authorized representatives or employees.

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

5. **Design, Letting, and Administration.** The City will prepare or contract to have prepared, the design plans, specifications, and cost estimate (PS&E) for the Project, let the contract, and award the contract to the lowest responsible bidder. The City agrees to construct or have constructed the Project in accordance with the final design plans and specifications; inspect or have inspected the construction; administer the Project; and make the payments due the contractor, including the portion of cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the current version of Section 16.0 City Connecting Links (KLINK) Resurfacing Program of the LPA Project Development Manual.

6. **Responsibility for Adequacy of Design.** The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the City’s and its consultant’s duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation,

expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

**7. Design Schedule and Submission to Secretary.** The City will follow a schedule for design and development of plans that will allow the Project to be let to contract in the programmed fiscal year; otherwise, the City agrees the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PPS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

**8. Movement of Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in accordance with the final design plans. The expense of the removal or adjustment of the utilities and encroachments located on public right of way or easement shall be borne by the owner or the City.

**9. Future Encroachments.** The City will prohibit future erection, installation or construction of encroachments either on or above the right of way, and it will not in the future permit the erection of fuel dispensing pumps upon the right of way of the connecting link. The City further agrees it will require any fuel dispensing pumps erected, moved or installed along the connecting link be placed a distance from the right of way line no less than the distance permitted by the National Fire Code.

**10. Legal Authority.** The City will 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.

**11. Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

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

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

**14. Final Design Plans.** The final design plans will depict the entire Project location. The eligible/participating bid items must be shown separated and listed apart from the non-eligible/non-

participating bid items on the final design plans, bid documents, and on the detailed billing provided by the City. The City shall have the final design plans signed and sealed by a licensed professional engineer. The City will furnish to KDOT's Bureau of Local Projects an electronic set of final design plans and specifications. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

**15. Program Administration.** In addition to complying with all requirements contained in Section 16.0 City Connecting Links (KLINK) Resurfacing Program of the LPA Project Development Manual:

(a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

(c) The City will provide to KDOT's Bureau of Local Projects an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City will promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, will be deemed non-participating costs, and shall be the responsibility of the City.

**16. Discrimination Laws.** The City will: (a) 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 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) include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; and (d) include those provisions in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such contractor, subcontractor or vendor. If the City fails to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation will constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation will constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated or suspended in whole or in part.

**17. Prevailing Wages.** The City will require the contractor to pay prevailing wages. The City will incorporate into the construction contract the current general wage decision for the county in

which the Project is being constructed. The City can obtain the current wage decision from the KDOT Bureau of Construction and Materials website.

**18. Inspections.** The City will provide the construction engineering/inspection necessary to determine substantial compliance with the final design plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

**19. Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the KLINK Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor's errors, omissions or deviations from the final design plans and specifications.

**20. Attestation.** Upon completion of the Project the City shall have a licensed professional engineer employed by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT's Bureau of Local Projects, that the Project was completed in substantial compliance with the final design plans and specifications.

**21. Final Acceptance.** Prior to issuing final payment to the contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

**22. Accounting.** Upon request by the Secretary, the City will provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for preliminary engineering, utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

**23. Reimbursement Request.** The City will request payment from the Secretary after the City has paid the contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in conformance with the plans and specifications.

**24. Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City 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 have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

## ARTICLE IV

### GENERAL PROVISIONS:

**1. Existing Right of Way.** The Project will be constructed within the limits of the existing right of way.

2. **Incorporation of Final Plans.** The final design plans and specifications are by this reference made a part of this Agreement.

3. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

4. **Project Modification.** Any of the following Project changes require the City to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be let
- b. Project length
- c. Project location
- d. Project scope

**Items b, c, and d require an attached map to scale.**

It is further mutually agreed during construction, the City shall notify the Secretary of any changes in the plans and specifications.

5. **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.

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

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

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

9. **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.

10. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

11. **Effective Date.** This Agreement will become effective as of the date signed by the Secretary or designee.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF PIITSBURG, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

Kansas Department of Transportation  
Michael S. King, Secretary of Transportation

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

**KANSAS DEPARTMENT OF TRANSPORTATION**

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

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

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

**NOTIFICATION**

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

**CLARIFICATION**

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

**Nondiscrimination Clauses**

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

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

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

### CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

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



DEPARTMENT OF PUBLIC WORKS

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

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** July 7, 2015

**SUBJECT:** Agenda Item – July 14, 2015  
Final Payment  
Atkinson Municipal Airport  
Clearing and Grubbing of Trees within Runway 16 Approach Area  
KDOT Project No. AV-2015-19

---

Home Center Construction, Inc., of Pittsburg, has completed all work on the above-referenced project and is now requesting final payment in the amount of \$11,634.25. If you recall, this project is being funded through a KDOT Division of Aviation Grant. KDOT will reimburse the City of Pittsburg 90% up to a maximum of \$96,489.00 including construction costs and construction engineering. The City's share of the project will be funded through the Airport Operating Budget.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 14<sup>th</sup>, 2015. Action necessary will be approval or disapproval of final payment due the contractor in the amount of \$11,634.25.

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

Attachment: Final Payment Documents

# APPLICATION FOR PAYMENT

CAP702  
Page: 1 of 2

To: City of Pittsburg  
201 W. 4th  
Pittsburg, KS 66762

PROJECT: 7721  
Atkinson Municipal Airport  
Clearing and Grubbing of Trees  
Within Runway 16 Approach Area

From Contractor:  
Home Center Construction, Inc.  
420 W. Atkinson  
Pittsburg, KS 66762

VIA ARCHITECT:  
Lochner  
903 E. 104th St.  
Kansas City, MO 64131

Application No.: 4	Application Date: JUN 30, 2015	Period To: JUN 30, 2015	Contract Date: MAR 5, 2015
Project Nos: AV-2015-19	Distribution List		Construction Mgr
	<input type="checkbox"/> Owner	<input type="checkbox"/> Field	<input type="checkbox"/> Other
	<input type="checkbox"/> Architect	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Contractor	<input type="checkbox"/>	<input type="checkbox"/>

CONTRACT FOR:

## Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

- Original Contract Amount: \$ 86,242.50
- Net of Change Orders: \$ 4,000.00
- Net Amount of Contract: \$ 90,242.50
- Total Completed & Stored to Date: \$ 90,242.50
- Retainage Summary:
  - 0.00 % of Completed Work \$ 0.00
  - 0.00 % of Stored Material \$ 0.00
 Total Retainage: \$ 0.00
- Total Completed Less Retainage: \$ 90,242.50
- Less Previous Applications: \$ 78,608.25

8. Current Payment Due, This Application: \$ 11,634.25

9. Contract Balance (Including Retainage): \$ 0.00

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	4,000.00	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	4,000.00	0.00
NET of Change Orders:	4,000.00	

## CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature) *Silvia Lopez*

Home Center Construction, Inc.

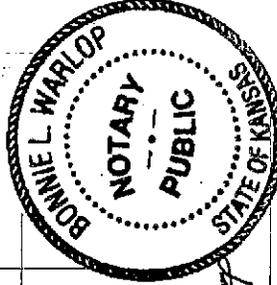
Date: JUN 30, 2015

State Authorized: Kansas

County of: Crawford

Subscribed and sworn to before me this 30th day of June, 2015

Notary Public: Bonnie L. Warlop  
My Commission expires: May 8, 2016



## ARCHITECT'S CERTIFICATION:

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED:

(Architect's Signature)

Date:

**APPLICATION FOR PAYMENT - CONTINUATION SHEET**

CAP703

Page 2 of 2 Pages

Application No: 4  
 Application Date: 6/30/2015  
 Period To: 6/30/2015  
 Contract Date: 3/05/2015  
 Architects Project#: AV-2015-19

Project:  
 7721  
 Atkinson Municipal Airport  
 Clearing and Grubbing of Trees  
 Within Runway 16 Approach Area

To:  
 City of Pittsburg  
 201 W. 4th  
 Pittsburg, KS 66762

From:  
 Home Center Construction, Inc.  
 420 W. Atkinson  
 Pittsburg, KS 66762

A Item No	B Description of Work	C Contract Value	E Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	% (G/C)	H Balance To Finish (C-G)	I Retainage (If Variable Rate)					
			D From Previous Application (D + E)	This Period										
1	Mobilization	4,300.00	4,300.00	0.00	0.00	4,300.00	100	0.00	0.00					
2	Clearing Inside Boundary	12,800.00	12,800.00	0.00	0.00	12,800.00	100	0.00	0.00					
3	Clearing Outside Boundary	36,800.00	36,800.00	0.00	0.00	36,800.00	100	0.00	0.00					
4	Erosion Control Barrier	5,122.50	5,122.50	0.00	0.00	5,122.50	100	0.00	0.00					
5	Seeding	7,360.00	7,360.00	0.00	0.00	7,360.00	100	0.00	0.00					
6	Mulching	7,360.00	7,360.00	0.00	0.00	7,360.00	100	0.00	0.00					
7	Alt. 1 - Crossing Structure	12,500.00	9,600.00	2,900.00	0.00	12,500.00	100	0.00	0.00					
8	Change Order #1	4,000.00	4,000.00	0.00	0.00	4,000.00	100	0.00	0.00					
							90,242.50	87,342.50	2,900.00	0.00	90,242.50	100	0.00	0.00

**CONSENT OF SURETY  
TO FINAL PAYMENT**

*AIA Document G707*

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

Bond No. GRKS26925

**TO OWNER:**  
*(Name and address)*

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

**ARCHITECT'S PROJECT NO.:**

**CONTRACT FOR:** Construction

**PROJECT:**  
*(Name and address)*

**CONTRACT DATED:**

BASE BID: Clearing and Grubbing of Trees Within Runway 16 Approach Area, ADD ALTERNATE: Construct Stream Crossing Structure, GRANT NO.: AV-2015-19, PROJECT LOCATION: Atkinson Municipal Airport

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Granite Re, Inc.  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

Home Center Construction, Inc.  
420 W Atkinson  
Pittsburg, KS 66762

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to  
*(Insert name and address of Owner)*

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 1, 2015  
*(Insert in writing the month followed by the numeric date and year.)*

Granite Re, Inc.  
\_\_\_\_\_  
*(Surety)*

  
\_\_\_\_\_  
*(Signature of authorized representative)*

Travis Byers, Attorney-in-Fact  
\_\_\_\_\_  
*(Printed name and title)*

Attest:  
(Seal):   
Kelly E. Kimmel, Witness

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

DEBRA L. WALZ; S. MARK WILKERSON; MONICA F. DONATELLI; MICHAEL D. WHIPPS; CAROLYN J. JOHNSON; MORGAN DEWEY; KELLY E. KIMMEL; TRAVIS BYERS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

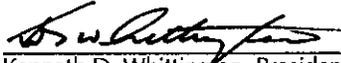
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

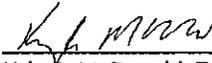
DEBRA L. WALZ; S. MARK WILKERSON; MONICA F. DONATELLI; MICHAEL D. WHIPPS; CAROLYN J. JOHNSON; MORGAN DEWEY; KELLY E. KIMMEL; TRAVIS BYERS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 6<sup>th</sup> day of January 2015.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



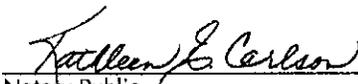
  
\_\_\_\_\_  
Kenneth D. Whittington, President

  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 6<sup>th</sup> day of January, 2015, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
\_\_\_\_\_  
Kathleen E. Carlson  
Notary Public

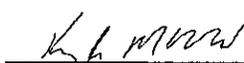
**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
1st day of July, 2015.



  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer

# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA Document G706A

(Instructions on reverse side)

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

TO OWNER:

*(Name and address)*

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

ARCHITECT'S PROJECT NO.: AV-2015-19

CONTRACT FOR: \$90,242.50

PROJECT:

*(Name and address)*

Atkinson Municipal Airport  
Clearing and Grubbing of Trees  
within Runway 16 Approach Area

CONTRACT DATED: 03/05/2015

STATE OF: **Kansas**

COUNTY OF: **Crawford**

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:

*(Name and address)*

Home Center Construction, Inc.  
420 W. Atkinson Rd.  
Pittsburg, KS 66762

BY:

  
*(Signature of authorized representative)*

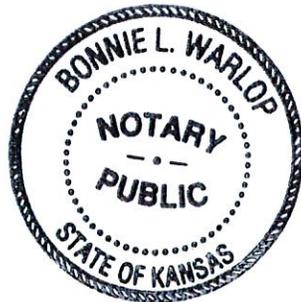
Bill Warlop President

*(Printed name and title)*

Subscribed and sworn to before me on this date: 07/01/2015

Notary Public: 

My Commission Expires: 05/08/2016



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G706A—1994

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

201 W 4th St

Pittsburg

KS

66762

Street Address

City

State

Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under **Exemption Certificate Number** 0000047440, 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.

Home Center Construction, Inc.

Contractor / Subcontractor

420 W. Atkinson Rd.

P.O. Box and/or Street Number and Name

Pittsburg, KS 66762

City, State Zip

President

Signature and Title of Authorized Representative

6-30-15

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)



DEPARTMENT OF PUBLIC UTILITIES

303 Memorial Drive · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** Jun 22, 2015

**SUBJECT:** Agenda Item – July 14, 2015  
Amendment No. 2 to Loan Agreement for Low Interest Loan  
Water Treatment Plant – Emergency Generator  
KPWSLF Project No. 2794

---

The Kansas Department of Health and Environment has provided the City with Amendment No. 2 to the Loan Agreement for the Kansas Public Water Supply Loan Fund (KPWSLF) loan to the City of Pittsburg for the emergency generator at the Water Treatment Plant. This Amendment reduces the original amount of the loan (\$1 million) down to what was actually expended on the project (\$554,592.15). Since the amendment decreases the loan amount, a new ordinance, proof of publication, meeting minutes, and attorney opinion letter will not be necessary.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 14<sup>th</sup>, 2015. Action necessary will be approval or disapproval of the Loan Amendment and, if approved, authorize the Mayor to sign the amendment on behalf of the City of Pittsburg.

If there are any other questions concerning this matter, please do not hesitate to contact me.

Attachment: Amendment No. 2

Division of Environment  
Bureau of Water - Public Water  
Supply Section  
Curtis State Office Building  
1000 SW Jackson - Suite 420  
Topeka, KS 66612



Phone: 785-296-5514  
Fax: 785-296-5509  
www.kdheks.gov

Susan Mosier, MD, Secretary

Department of Health & Environment

Sam Brownback, Governor

June 15, 2015

Mr. Don Hall, City Manager  
City of Pittsburg  
201 W 4th St  
PO Box 688  
Pittsburg, KS 66762-0688

Re: KS Public Water Supply Loan Fund  
Project No. 2794

Dear Mr. Hall:

Two copies of Amendment No. 2 to the Loan Agreement, and two signature pages for the referenced project are enclosed for your review. This Second Amendment decreases the amount of the loan to \$554,592.15. If acceptable, please sign both copies, keep one copy for the city's records and return the other copy with the two signature pages to KDHE. Since the Amendment decreases the loan amount, a new ordinance, proof of publication, meeting minutes, and attorney opinion letter will not be necessary.

Please call William Carr at (785) 296-0735, if you have any questions.

Sincerely yours,

Dan H. Clair, Interim Section Chief  
Public Water Supply Section  
Bureau of Water

DHC:lw

Enclosures

pc: Southeast District

Dan Clair/Rex Cox/Gyanendra Prasai/William Carr/Brenda Diegel/SRF File

---

SECOND AMENDMENT TO THE  
LOAN AGREEMENT

BETWEEN

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT  
ACTING ON BEHALF OF  
THE STATE OF KANSAS

AND

PITTSBURG, KANSAS  
KPWSLF PROJECT NO. 2794

ORIGINAL LOAN AGREEMENT  
EFFECTIVE AS OF AUGUST 29, 2013

AMENDMENT NO. 2  
EFFECTIVE AS OF JULY 1, 2015

---

Second Amendment to  
the Loan Agreement between the  
Kansas Department of Health and Environment  
Acting on Behalf of the State of Kansas  
and Pittsburg, Kansas  
Effective as of July 1, 2015

WHEREAS, the City of Pittsburg, Kansas (the Municipality) has entered into a Loan Agreement with the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, effective as of August 29, 2013, (the "Loan Agreement"); and

WHEREAS, said Loan Agreement was entered into for the benefit of the City of Pittsburg, KPWSLF Project No. 2794; and

WHEREAS, the Municipality hereby determines that it is necessary to amend certain sections and exhibits to the Loan Agreement, and

WHEREAS, this Second Amendment to the Loan Agreement is entered into and effective as of July 1, 2015;

SECTION 1. Section 2.01 and Exhibit B2 of the LOAN AGREEMENT BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND PITTSBURG, KANSAS is hereby amended to read as set forth on the pages attached hereto.

SECTION 2. Except as herein specifically set out, the Loan Agreement is confirmed and ratified.

IN WITNESS WHEREOF, KDHE and the City of Pittsburg have caused this Second Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of July 1, 2015.



The KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS

By: John W. Mitchell  
John W. Mitchell  
Director, Division of Environment

Date: 6-12-2015

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

\_\_\_\_\_  
Printed Name  
Mayor

(Seal)

ATTEST:

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

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

Date: \_\_\_\_\_

Second Amendment  
Effective as of July 1, 2015

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds, KDHE will loan an amount not to exceed ~~\$1,000,000~~ \$554,592.15 to the Municipality to pay the costs of the Project described in Exhibit A hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (Exhibit B hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. An amendment to Exhibit B must be accomplished by an Amendment to the Loan Agreement executed by all parties.

KANSAS PUBLIC WATER SUPPLY LOAN FUND

Actual Draws - Actual Interest Rate  
 Amortization of Loan Costs - FINAL

Prepared for:  
 City of Pittsburg, Project No. 2794

Project Principal: 553,205.67  
 Interest During Const.: 0.00  
 Service Fee During Const.: 0.00  
 Loan Origination Fee: 1,386.48  
 Loan Reserve Account: 0.00  
 Financial Integrity Assurance Contract: 0.00  
 Gross Loan Costs: 554,592.15

6/9/2015  
 Gross Rate: 2.49%  
 Service Fee Rate: 0.35%  
 Loan Interest Rate: 2.14%  
 1st Payment Date: 8/1/2015  
 Number of Payments: 40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	8/1/2015	554,592.15	5,808.47	10,923.83	949.98	17,682.28	543,668.32
2	2/1/2016	543,668.32	5,817.25	10,913.61	951.42	17,682.28	532,754.71
3	8/1/2016	532,754.71	5,700.48	11,049.48	932.32	17,682.28	521,705.23
4	2/1/2017	521,705.23	5,582.25	11,187.05	912.98	17,682.28	510,518.18
5	8/1/2017	510,518.18	5,462.54	11,326.33	893.41	17,682.28	499,191.85
6	2/1/2018	499,191.85	5,341.35	11,467.34	873.59	17,682.28	487,724.51
7	8/1/2018	487,724.51	5,218.65	11,610.11	853.52	17,682.28	476,114.40
8	2/1/2019	476,114.40	5,094.42	11,754.66	833.20	17,682.28	464,359.74
9	8/1/2019	464,359.74	4,968.65	11,901.00	812.63	17,682.28	452,458.74
10	2/1/2020	452,458.74	4,841.31	12,049.17	791.80	17,682.28	440,409.57
11	8/1/2020	440,409.57	4,712.38	12,199.18	770.72	17,682.28	428,210.39
12	2/1/2021	428,210.39	4,581.85	12,351.06	749.37	17,682.28	415,859.33
13	8/1/2021	415,859.33	4,449.69	12,504.84	727.75	17,682.28	403,354.49
14	2/1/2022	403,354.49	4,315.89	12,660.52	705.87	17,682.28	390,693.97
15	8/1/2022	390,693.97	4,180.43	12,818.14	683.71	17,682.28	377,875.83
16	2/1/2023	377,875.83	4,043.27	12,977.73	661.28	17,682.28	364,898.10
17	8/1/2023	364,898.10	3,904.41	13,139.30	638.57	17,682.28	351,758.80
18	2/1/2024	351,758.80	3,763.82	13,302.88	615.58	17,682.28	338,455.92
19	8/1/2024	338,455.92	3,621.48	13,468.50	592.30	17,682.28	324,987.42
20	2/1/2025	324,987.42	3,477.37	13,636.18	568.73	17,682.28	311,351.24
21	8/1/2025	311,351.24	3,331.46	13,805.96	544.86	17,682.28	297,545.28
22	2/1/2026	297,545.28	3,183.73	13,977.85	520.70	17,682.28	283,567.43
23	8/1/2026	283,567.43	3,034.17	14,151.87	496.24	17,682.28	269,415.56
24	2/1/2027	269,415.56	2,882.75	14,328.05	471.48	17,682.28	255,087.51
25	8/1/2027	255,087.51	2,729.44	14,506.44	446.40	17,682.28	240,581.07
26	2/1/2028	240,581.07	2,574.22	14,687.04	421.02	17,682.28	225,894.03
27	8/1/2028	225,894.03	2,417.07	14,869.90	395.31	17,682.28	211,024.13
28	2/1/2029	211,024.13	2,257.96	15,055.03	369.29	17,682.28	195,969.10
29	8/1/2029	195,969.10	2,096.87	15,242.46	342.95	17,682.28	180,726.64
30	2/1/2030	180,726.64	1,933.78	15,432.23	316.27	17,682.28	165,294.41
31	8/1/2030	165,294.41	1,768.65	15,624.36	289.27	17,682.28	149,670.05
32	2/1/2031	149,670.05	1,601.47	15,818.89	261.92	17,682.28	133,851.16
33	8/1/2031	133,851.16	1,432.21	16,015.83	234.24	17,682.28	117,835.33
34	2/1/2032	117,835.33	1,260.84	16,215.23	206.21	17,682.28	101,620.10
35	8/1/2032	101,620.10	1,087.34	16,417.10	177.84	17,682.28	85,203.00
36	2/1/2033	85,203.00	911.67	16,621.50	149.11	17,682.28	68,581.50
37	8/1/2033	68,581.50	733.82	16,828.44	120.02	17,682.28	51,753.06
38	2/1/2034	51,753.06	553.76	17,037.95	90.57	17,682.28	34,715.11
39	8/1/2034	34,715.11	371.45	17,250.08	60.75	17,682.28	17,465.03
40	2/1/2035	17,465.03	186.88	17,465.03	30.37	17,682.28	0.00
		Totals	131,235.50	554,592.15	21,463.55	707,291.20	

CERTIFICATE FOR COMPLETION  
OF CONSTRUCTION

Kansas Dept. of Health & Environment  
Bureau of Water  
1000 SW Jackson Street, Suite 420  
Topeka, Kansas 66612-1367

In accordance with Section 2.04(b) of the Loan Agreement dated Effective as of August 29, 2013,  
by and between the City of Pittsburg, as Municipality and the State of Kansas (KDHE),  
and identified as Project Number KPWSLF 2794, the undersigned, acting as authorized  
representative of the Municipality, hereby certifies that as of \_\_\_\_\_, \_\_\_\_\_ the  
construction of the project has been completed in accordance with the plans and specifications  
therefore, and all costs and expenses incurred in the construction of the Project have been paid  
except costs and expenses the payment of which is not yet due or is being retained or contested  
in good faith by the Municipality.

Notwithstanding the foregoing, this certification is given without prejudice to any rights against  
third parties which exist at the date of this certificate or which may subsequently come into  
being.

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

\_\_\_\_\_  
Authorized Representative (type or print)

\_\_\_\_\_  
Authorized Representative (signature)

(Seal)

ATTEST:

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

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



DEPARTMENT OF PUBLIC UTILITIES

303 Memorial Drive • Pittsburg KS 66762

(620) 240-5126

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** July 6, 2015

**SUBJECT:** Agenda Item – July 14, 2015  
Third Amendment to the Loan Agreement  
Wastewater System Improvements Project  
KWPCRF Project No. C20 1527 01

---

The Kansas Department of Health and Environment has provided the City with the Third Amendment to the Loan Agreement for the Kansas Water Pollution Control Revolving Fund (KWPCRF) to the City of Pittsburg for the wastewater system improvements project. This Amendment adjusts the repayment schedule in Exhibit B to reflect the prepayment of the loan in full by the City for \$1,900,566.96 on June 22<sup>nd</sup>, 2015.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 14<sup>th</sup>, 2015. Action necessary will be approval or disapproval of the Third Amendment to the Loan Agreement and, if approved, authorize the Mayor to execute the Third Amendment to the Loan Agreement on behalf of the City of Pittsburg.

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

Attachments: Third Amendment to the Loan Agreement

June 23, 2015

Mr. John H. Bailey, P.E., PhD  
Director of Public Utilities  
303 Memorial Drive  
Pittsburg, Kansas 66762

Re: Pittsburg, Kansas  
Wastewater System Improvements Project  
KWPCRF Project No. C20 1527 01  
Amendment No. 3 to Loan Agreement  
Effective as of June 22, 2015

Dear Mr. Bailey:

We are pleased to forward two complete copies of the Third Amendment to the Loan Agreement for the Kansas Water Pollution Control Revolving Fund (KWPCRF) loan to the Pittsburg wastewater system improvements project. Two additional copies of the signature page are also attached. This Third Amendment adjusts the repayment schedule in Exhibit B to reflect the prepayment of the loan in full by the city.

The enclosed Amendment revises the original Loan Agreement to reflect a prepayment in full by the city for \$1,900,566.96 on June 22, 2015. Section 2.01 Amount of the Loan is not changed. The repayment schedule is revised to show the prepayment of the loan amount in full.

We ask the City review the amendment and for all four copies of the signature page (page 3), the Mayor sign, the City Clerk attest by signature, date and affix the City seal. The copy marked City Copy is retained by the City and the copy marked KDHE copy which includes the extra signature pages must be returned to this office.

If you should have any questions, please contact me at 785-296-5527 or by e-mail at [rgeisler@kdheks.gov](mailto:rgeisler@kdheks.gov).

Sincerely yours,

Division of Environment

  
Rodney R. Geisler, P.E., Chief  
Municipal Programs Section  
Bureau of Water

RRG:rg

Enclosure

Third Amendment (2) and Signature Pages (2)

Pc: 2.1 File w/enclosure  
South East District  
Rod Geisler

=====  
THIRD AMENDMENT TO THE  
LOAN AGREEMENT

By and Between

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT  
ACTING ON BEHALF OF  
THE STATE OF KANSAS

AND

CITY OF PITTSBURG, KANSAS  
KWPCRF PROJECT NO.: C20 1527 01

ORIGINAL LOAN AGREEMENT  
EFFECTIVE AS OF JULY 3, 2001

AMENDMENT NO.: 3  
EFFECTIVE AS OF JUNE 22, 2015  
=====

Third Amendment to  
the Loan Agreement by and between the  
Kansas Department of Health and Environment  
Acting on Behalf of the State of Kansas  
and the City of Pittsburg, Kansas  
Effective As of June 22, 2015

WHEREAS, the City of Pittsburg, Kansas (the Municipality) has entered into a Loan Agreement with the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, effective as of July 3, 2001 (the "Loan Agreement"); and

WHEREAS, said Loan Agreement was entered into for the benefit of the Municipality, KWPCRF Project No. C20 1527 01; and

WHEREAS, the Municipality and KDHE hereby determines that it is necessary to amend certain exhibits to the Loan Agreement, and

WHEREAS, this Third Amendment to the Loan Agreement is entered into and effective as of June 22, 2015;

THEREFORE, the Loan Agreement is amended as follows:

SECTION 1. Exhibit B of the LOAN AGREEMENT BY AND BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND THE CITY OF PITTSBURG, KANSAS is hereby amended to read as set forth on the pages attached hereto.

SECTION 2. Except as herein specifically set out, the Loan Agreement is confirmed and ratified.

IN WITNESS WHEREOF, KDHE and the Municipality have caused this Third Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of June 22, 2015.



The KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS

By *John W. Mitchell*  
Director

"KDHE"

Date: 6/22/15

PITTSBURG, KANSAS

By \_\_\_\_\_

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

(Seal)

ATTEST:

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

The "Municipality"

Date: \_\_\_\_\_

EXHIBIT B  
LOAN REPAYMENT SCHEDULE  
(See Page 5)

**DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE**

**Dedicated Source of Revenue.**

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

**The Loan Repayment Schedule**

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in Section 2.02 hereof.

KANSAS WATER POLLUTION CONTROL REVOLVING LOAN FUND

Project Principal: 3,748,426.18  
 Interest During Const.: 47,493.62  
 Service Fee During Const.: 4,080.20  
 Gross Loan Costs: 3,800,000.00

Actual Draws - Actual Interest Rate  
 Amortization of Loan Costs - FINAL including Loan Payoff

Prepared for:  
 City of Pittsburg, Project No. C20 1527-01

06/22/2015      Gross Rate: 3.16%  
    Service Fee Rate: 0.25%      1st Payment Date: 03/01/2004  
    Loan Interest Rate: 2.91%      Number of Payments: 40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Principal Prepayment	Service Fee	Total Payment	Ending Balance
1	03/01/2004	3,800,000.00	47,961.53	76,803.63		4,120.40	128,885.56	3,723,196.37
2	09/01/2004	3,723,196.37	51,389.07	73,081.62		4,414.87	128,885.56	3,650,114.75
3	03/01/2005	3,650,114.75	52,486.29	71,890.14		4,509.13	128,885.56	3,578,224.61
4	09/01/2005	3,578,224.61	51,743.49	72,696.75		4,445.32	128,885.56	3,505,527.86
5	03/01/2006	3,505,527.86	50,692.85	73,837.65		4,355.06	128,885.56	3,431,690.21
6	09/01/2006	3,431,690.21	49,931.09	74,664.86		4,289.61	128,885.56	3,357,025.35
7	03/01/2007	3,357,025.35	48,844.72	75,844.56		4,196.28	128,885.56	3,281,180.79
8	09/01/2007	3,281,180.79	47,741.18	76,516.88		4,101.48	128,359.54	3,204,663.91
9	03/01/2008	3,204,663.91	46,627.86	77,725.85		4,005.83	128,359.54	3,126,938.06
10	09/01/2008	3,126,938.06	45,496.95	78,953.92		3,908.67	128,359.54	3,047,984.14
11	03/01/2009	3,047,984.14	44,348.17	80,201.39		3,809.98	128,359.54	2,967,782.75
12	09/01/2009	2,967,782.75	43,181.24	81,468.57		3,709.73	128,359.54	2,886,314.18
13	03/01/2010	2,886,314.18	41,995.87	82,755.78		3,607.89	128,359.54	2,803,558.40
14	09/01/2010	2,803,558.40	40,791.77	84,063.32		3,504.45	128,359.54	2,719,495.08
15	03/01/2011	2,719,495.08	39,568.65	85,391.52		3,399.37	128,359.54	2,634,103.56
16	09/01/2011	2,634,103.56	38,326.21	86,740.70		3,292.63	128,359.54	2,547,362.86
17	03/01/2012	2,547,362.86	37,064.13	88,111.21		3,184.20	128,359.54	2,459,251.65
18	09/01/2012	2,459,251.65	35,782.11	89,503.37		3,074.06	128,359.54	2,369,748.28
19	03/01/2013	2,369,748.28	34,479.84	90,917.52		2,962.18	128,359.54	2,278,830.76
20	09/01/2013	2,278,830.76	33,156.99	92,354.01		2,848.54	128,359.54	2,186,476.75
21	03/01/2014	2,186,476.75	31,813.24	93,813.21		2,733.09	128,359.54	2,092,663.54
22	09/01/2014	2,092,663.54	30,448.25	95,295.46		2,615.83	128,359.54	1,997,368.08
23	03/01/2015	1,997,368.08	29,061.71	96,801.12		2,496.71	128,359.54	1,900,566.96
24	06/22/2015	1,900,566.96	17,052.84		1,900,566.96	1,465.02	1,919,084.82	0.00
Totals			989,986.05	1,899,433.04	1,900,566.96	85,050.33	4,875,036.38	

Prepared by DAAR



DEPARTMENT OF PUBLIC UTILITIES

303 Memorial Drive · Pittsburg KS 66762

(620) 240-5126

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## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Assistant Director of Public Utilities

**DATE:** July 8, 2015

**SUBJECT:** Agenda Item – July 14, 2015  
Surplus Property

---

The City staff is requesting Governing Body action to declare the following vehicles as surplus:

ID NUMBER	DESCRIPTION	VIN/SERIAL NUMBER
303-002, 42-07	1997 Ford Crown Vic	2FALP71W9VX155469
303-003, 42-20	2001 Ford Crown Vic	2FALP71W11X177618
306-006, 14-02	1998 Ford F150	1FTZF1720WKB62825

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 14<sup>th</sup>, 2015. Action being requested is for the Governing Body to declare the above vehicles as surplus and give permission to City staff to dispose of the vehicles through the online auctioning services of Purple Wave, Inc.

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK		VOID CHECK	V	6/26/2015			175415
	C-CHECK		VOID CHECK	V	6/26/2015			175416
	C-CHECK		VOID CHECK	V	6/26/2015			175417
	C-CHECK		VOID CHECK	V	7/02/2015			175461
	C-CHECK		VOID CHECK	V	7/02/2015			175462

* * 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:	5	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		5	0.00	0.00	0.00
BANK: *	TOTALS:	5	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	ANDERSON, DARIN	R	6/19/2015			175343		175.00
6887	TRAVIS CARLTON	R	6/19/2015			175344		122.28
4263	COX COMMUNICATIONS KANSAS LLC	R	6/19/2015			175345		67.34
6985	DARRICK DEGRUSON	R	6/19/2015			175346		103.30
1	HAMILTON, DONNY	R	6/19/2015			175347		350.00
1	LANGSTON, JASON	R	6/19/2015			175348		175.00
1	MARTIN, CYNDEE	R	6/19/2015			175349		500.00
1601	GRAIG MOORE	R	6/19/2015			175350		700.00
3835	MSSU CRIMINAL JUSTICE	R	6/19/2015			175351		80.00
0624	KAREN MUNSELL	R	6/19/2015			175352		27.90
1	ODOHERTY, MATT	R	6/19/2015			175353		175.00
0175	REGISTER OF DEEDS	R	6/19/2015			175354		8.00
0175	REGISTER OF DEEDS	R	6/19/2015			175355		20.00
0175	REGISTER OF DEEDS	R	6/19/2015			175356		20.00
1	RHODES, DREW	R	6/19/2015			175357		175.00
1	SIMMONS, CHARLES EDWARD	R	6/19/2015			175358		754.00
1	SMALL, CHAD	R	6/19/2015			175359		175.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	6/19/2015			175360		107.89
7309	MICHAEL F. WALKER	R	6/19/2015			175361		46.20
1108	WESTAR ENERGY	R	6/19/2015			175362		2,874.11
5371	PITTSBURG FAMILY YMCA	R	6/19/2015			175363		104.52
0205	SAM'S CLUB	R	6/22/2015			175365		543.30

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 6/17/2015 THRU 7/07/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0497	CRAWFORD COUNTY DISTRICT COURT	R	6/24/2015			175395		36.00
0497	CRAWFORD COUNTY DISTRICT COURT	R	6/24/2015			175396		36.00
7205	JERRY BRADY	R	6/26/2015			175397		100.00
1	CARL JUNCTION INTERMEDIATE	R	6/26/2015			175398		500.00
1	CARL JUNCTION PRIMARY	R	6/26/2015			175399		500.00
3516	CITY OF PITTSBURG	R	6/26/2015			175400		1,500.00
0748	CONRAD FIRE EQUIPMENT INC	R	6/26/2015			175401		426.53
7046	CRAWFORD COUNTY CONVENTION & V	R	6/26/2015			175402		40.00
7379	DELBERT MILLER	R	6/26/2015			175403		150.00
2519	EAGLE BEVERAGE CO INC	V	6/26/2015			175404		1,001.80
7210	STEVEN W. GRONER	R	6/26/2015			175405		100.00
7316	KMUW WICHITA PUBLIC RADIO	V	6/26/2015			175406		859.97
1	KNWA	R	6/26/2015			175407		156.00
7212	CHARLES J. MAISEROLLE	R	6/26/2015			175408		100.00
1	MCCABE, CRYSTAL	R	6/26/2015			175409		25.00
6367	NATIONAL FLEET TESTING SERVICE	R	6/26/2015			175410		4,405.00
7079	PLATINUM SERVICE GROUP, INC	R	6/26/2015			175411		1,607.00
1	RNWA	R	6/26/2015			175412		240.00
1	SEXTONIC PLATES	R	6/26/2015			175413		400.00
7377	US AWARDS INC	R	6/26/2015			175414		2,500.00
2350	WASTE CORPORATION OF MISSOURI	R	6/26/2015			175418		363.83
1108	WESTAR ENERGY	R	6/26/2015			175419		99.14

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 6/17/2015 THRU 7/07/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5371	PITTSBURG FAMILY YMCA	R	6/26/2015			175420		1,854.87
6887	TRAVIS CARLTON	R	7/02/2015			175438		122.28
7018	CEDAR CREEK LANDSCAPE MANAGEME	R	7/02/2015			175439		2,925.00
0748	CONRAD FIRE EQUIPMENT INC	R	7/02/2015			175440		263.74
1	CONSTRUCTION & ABATEMENT SVC	R	7/02/2015			175441		987.72
1	COSENS, JARED	R	7/02/2015			175442		757.00
4263	COX COMMUNICATIONS KANSAS LLC	R	7/02/2015			175443		158.95
1	DR & G RAIL SERVICES	R	7/02/2015			175444		902.56
1	DULING, SHANE	R	7/02/2015			175445		500.00
1	FELTER, JUDITH	R	7/02/2015			175446		20.00
1	GRIFFIN, DANIEL	R	7/02/2015			175447		20.00
6021	DENNIS H JAMISON	R	7/02/2015			175448		500.00
5544	REBEKAH LYNCH	R	7/02/2015			175449		7.50
7383	NATHAN MCALISTER	R	7/02/2015			175450		300.00
1847	MILLERS	R	7/02/2015			175451		337,036.20
6367	NATIONAL FLEET TESTING SERVICE	R	7/02/2015			175452		1,600.00
1	PHALEN, PAM	R	7/02/2015			175453		20.00
7380	REMINGTON OUTDOOR COMPANY, INC	R	7/02/2015			175454		450.00
6716	SID BOEDEKER SAFETY SHOE SERVI	R	7/02/2015			175455		552.97
1	SIMPSON, RICHARD EARL	R	7/02/2015			175456		20.00
7381	TAYLORMADE CO	R	7/02/2015			175457		32,025.00
1	THORNTON, KEN	R	7/02/2015			175458		100.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 6/17/2015 THRU 7/07/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0349	UNITED WAY OF CRAWFORD COUNTY	R	7/02/2015			175459		105.89
2350	WASTE CORPORATION OF MISSOURI	R	7/02/2015			175460		826.95
1108	WESTAR ENERGY	R	7/02/2015			175463		104.66
5371	PITTSBURG FAMILY YMCA	R	7/02/2015			175464		79.60
1006	COMMUNITY NATIONAL BANK	R	7/02/2015			175471		17,500.00
2519	EAGLE BEVERAGE CO INC	R	7/06/2015			175472		410.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	7/07/2015			175473		227.27
2004	AIRE-MASTER OF AMERICA, INC.	R	7/07/2015			175474		32.78
5759	COMMUNITY HEALTH CENTER OF SEK	R	7/07/2015			175475		221.00
0748	CONRAD FIRE EQUIPMENT INC	R	7/07/2015			175476		582.05
6740	FELD FIRE	R	7/07/2015			175477		35.00
6358	FIRE X INC	R	7/07/2015			175478		96.75
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	7/07/2015			175479		228.48
5770	JOPLIN FREIGHTLINER SALES INC	R	7/07/2015			175480		181.75
7267	ATLAS MEDIA GROUP, LLC	R	7/07/2015			175481		59.00
7316	KMUW WICHITA PUBLIC RADIO	R	7/07/2015			175482		499.99
7382	KTWU TV	R	7/07/2015			175483		500.00
3835	MSSU CRIMINAL JUSTICE	R	7/07/2015			175484		100.00
6697	PITTSBURG EMERGENCY PHYSICIAN,	R	7/07/2015			175485		87.02
6702	APPLIED CONCEPTS INC	R	7/07/2015			175486		348.00
1264	UNIVERSITY OF KANSAS	R	7/07/2015			175487		600.00
3069	VIA CHRISTI PROFESSIONAL SERVI	R	7/07/2015			175488		154.56

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	7/01/2015			999999		1,321.10
0044	CRESTWOOD COUNTRY CLUB	E	6/24/2015			999999		378.45
0046	ETTINGERS OFFICE SUPPLY	E	6/24/2015			999999		2,214.54
0055	JOHN'S SPORT CENTER, INC.	E	6/24/2015			999999		230.00
0101	BUG-A-WAY INC	E	6/24/2015			999999		110.00
0105	PITTSBURG AUTOMOTIVE INC	E	6/24/2015			999999		1,177.21
0112	MARRONES INC	E	6/24/2015			999999		119.20
0117	THE MORNING SUN	E	6/24/2015			999999		431.32
0128	VIA CHRISTI HOSPITAL	E	6/24/2015			999999		2,900.49
0142	HECKERT CONSTRUCTION CO INC	E	6/24/2015			999999		693.30
0154	BLUE CROSS & BLUE SHIELD	D	6/19/2015			999999		20.56
0154	BLUE CROSS & BLUE SHIELD	D	6/26/2015			999999		130.78
0194	KANSAS STATE TREASURER	E	6/24/2015			999999		4,080.00
0199	KIRKLAND WELDING SUPPLIES	E	6/24/2015			999999		9.00
0207	PEPSI-COLA BOTTLING CO OF PITT	E	6/24/2015			999999		149.20
0276	JOE SMITH COMPANY, INC.	E	6/24/2015			999999		1,682.84
0292	UNIFIRST CORPORATION	E	6/24/2015			999999		54.70
0312	HACH COMPANY, INC	E	6/24/2015			999999		162.41
0321	KP&F	D	6/19/2015			999999		46,000.81
0321	KP&F	D	7/02/2015			999999		46,362.68
0328	KANSAS ONE-CALL SYSTEM, INC	E	6/24/2015			999999		274.00
0329	O'MALLEY IMPLEMENT CO INC	E	6/24/2015			999999		64.25

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	6/24/2015			999999		6,120.00
0375	CONVENIENT WATER COMPANY	E	6/24/2015			999999		164.45
0530	THYSSENKRUPP CORPORATION	E	6/24/2015			999999		826.16
0728	ICMA	D	6/19/2015			999999		928.93
0728	ICMA	D	7/02/2015			999999		928.93
0746	CDL ELECTRIC COMPANY INC	E	6/24/2015			999999		307.50
0805	BROADWAY ANIMAL HOSPITAL PA	E	6/24/2015			999999		509.50
0823	TOUCHTON ELECTRIC INC	E	6/24/2015			999999		231.67
0870	PENNINGTON SEED INC	E	6/24/2015			999999		360.00
1050	KPERS	D	6/19/2015			999999		39,339.49
1050	KPERS	D	7/02/2015			999999		37,329.43
1074	NICHOLS & WOLFE CHARTERED	E	6/18/2015			999999		33,898.31
1097	BARCO MUNICIPAL PRODUCTS INC	E	6/24/2015			999999		862.98
1150	INDUSTRIAL SALES CO INC	E	6/24/2015			999999		202.46
1238	SEWARD ELECTRIC, INC.	E	6/24/2015			999999		70.79
1299	STRUKEL ELECTRIC INC	E	6/24/2015			999999		1,590.39
1478	KANSASLAND TIRE OF PITTSBURG	E	6/24/2015			999999		1,999.15
1490	ESTHERMAE TALENT	E	6/24/2015			999999		25.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	6/24/2015			999999		2,950.69
2111	DELL MARKETING L.P.	E	6/24/2015			999999		711.54
2767	BRENNTAG SOUTHWEST, INC	E	6/24/2015			999999		1,710.00
2825	KANSAS DEPT OF ADMINISTRATION	E	6/24/2015			999999		1,276.74

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2960	PACE ANALYTICAL SERVICES INC	E	6/24/2015			999999		1,105.00
2994	COMMERCIAL AQUATIC SERVICE INC	E	6/24/2015			999999		68.91
3079	COMMERCE BANK	D	6/29/2015			999999		47,345.72
3192	MUNICIPAL CODE CORP	E	6/24/2015			999999		1,161.60
3248	AIRGAS USA LLC	E	6/24/2015			999999		17.54
3261	PITTSBURG AUTO GLASS	E	6/24/2015			999999		163.35
4126	EMERGENCY MEDICAL PRODUCT INC	E	6/24/2015			999999		216.85
4262	KDHE	E	6/22/2015			999999		6,923,557.67
4307	HENRY KRAFT, INC.	E	6/24/2015			999999		177.79
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	6/24/2015			999999		184.57
5267	SOFTWARE HOUSE INTERNATIONAL,	E	6/24/2015			999999		4,934.00
5275	US LIME COMPANY-ST CLAIR	E	6/24/2015			999999		8,406.56
5340	COMMERCE BANK TRUST	E	6/29/2015			999999		133,246.87
5590	HD SUPPLY WATERWORKS, LTD.	E	6/24/2015			999999		2,253.59
5640	CORRECT CARE SOLUTIONS LLC	E	6/24/2015			999999		36.00
5904	TASC	D	6/19/2015			999999		6,981.56
5904	TASC	D	7/02/2015			999999		6,981.56
6117	ALEXANDER OPEN SYSTEMS, INC	E	6/24/2015			999999		2,706.40
6230	THE MAZUREK LAW OFFICE LLC	E	6/24/2015			999999		682.50
6402	BEAN'S TOWING & AUTO BODY	E	6/24/2015			999999		2,101.49
6415	GREAT WEST TANDEM KPERS 457	D	6/19/2015			999999		3,220.00
6415	GREAT WEST TANDEM KPERS 457	D	7/02/2015			999999		3,320.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6498	BLUEGLOBES LLC	E	6/24/2015			999999		224.10
6524	ELLIOTT EQUIPMENT COMPANY	E	6/24/2015			999999		845.10
6718	NATIONAL SCREENING BUREAU	E	6/24/2015			999999		339.50
6952	ADP INC	D	6/19/2015			999999		2,303.71
6952	ADP INC	D	6/26/2015			999999		4,150.60
7038	SIGNET COFFEE ROASTERS	E	6/24/2015			999999		51.50
7240	JAY HATFIELD CERTIFIED USED CA	E	6/24/2015			999999		654.42
7266	CECO ENVIRONMENTAL CORP	E	6/24/2015			999999		926.39
7283	CORESOURCE, INC	D	6/19/2015			999999		41,589.81
7283	CORESOURCE, INC	D	6/25/2015			999999		25,697.23
7283	CORESOURCE, INC	D	7/03/2015			999999		10,360.00
7285	ALLSTATE BENEFITS	D	6/29/2015			999999		556.24
7290	DELTA DENTAL OF KANSAS INC	D	6/19/2015			999999		1,889.80
7290	DELTA DENTAL OF KANSAS INC	D	6/26/2015			999999		1,855.80
7290	DELTA DENTAL OF KANSAS INC	D	7/03/2015			999999		1,660.95
7360	PEN-LINK, LTD	E	6/24/2015			999999		10,400.00
7365	VITAL SIGNS SIGN CO, LLC	E	6/24/2015			999999		315.00
7366	SCOTT'S SALES, INC	E	6/24/2015			999999		264.35

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	86	426,554.65	0.00	424,692.88
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	23	330,275.69	0.00	330,275.69
EFT:	61	7,163,589.29	0.00	7,163,589.29
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		172	7,920,419.63	0.00	7,918,557.86
BANK: 80144	TOTALS:	172	7,920,419.63	0.00	7,918,557.86

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0030	JAY BYERS	E	6/22/2015			999999		156.80
0046	ETTINGERS OFFICE SUPPLY	E	6/29/2015			999999		85.97
0055	JOHN'S SPORT CENTER, INC.	E	6/22/2015			999999		6,817.35
0073	K P & P INC	E	7/06/2015			999999		75.00
0087	FORMS ONE, LLC	E	6/29/2015			999999		275.00
0105	PITTSBURG AUTOMOTIVE INC	E	6/29/2015			999999		250.19
0105	PITTSBURG AUTOMOTIVE INC	E	7/06/2015			999999		0.86
0117	THE MORNING SUN	E	6/29/2015			999999		1,714.14
0135	PITTSBURG AREA CHAMBER OF COMM	E	6/29/2015			999999		2,275.00
0181	INGRAM	E	7/06/2015			999999		31.83
0185	MISSION CLAY PRODUCTS LLC	E	6/29/2015			999999		105.92
0253	TAMARA N NAGEL	E	6/29/2015			999999		43.90
0289	TITLEIST	E	7/06/2015			999999		1,362.35
0294	COPY PRODUCTS, INC.	E	7/06/2015			999999		294.00
0332	PITTCRAFT PRINTING	E	6/29/2015			999999		130.00
0375	CONVENIENT WATER COMPANY	E	6/29/2015			999999		5.00
0422	HIGHSMITH, LLC	E	6/22/2015			999999		422.91
0438	SEWERS, DRAINS & MORE	E	6/29/2015			999999		200.00
0500	S SCOTT CRAIN	E	6/26/2015			999999		2,460.00
0516	AMERICAN CONCRETE CO INC	E	6/22/2015			999999		1,558.75
0571	WILBERT MFG. & SUPPLY	E	7/06/2015			999999		147.50
0650	HOME CENTER CONSTRUCTION	E	6/29/2015			999999		27,000.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0709	PURVIS INDUSTRIES LTD	E	6/29/2015			999999		18.26
0746	CDL ELECTRIC COMPANY INC	E	6/22/2015			999999		64.00
0746	CDL ELECTRIC COMPANY INC	E	6/29/2015			999999		1,318.98
0806	JOHN L CUSSIMANIO	E	6/22/2015			999999		260.00
0806	JOHN L CUSSIMANIO	E	7/06/2015			999999		260.00
0844	HY-FLO EQUIPMENT CO	E	6/29/2015			999999		93.97
0866	AVFUEL CORPORATION	E	6/29/2015			999999		17,953.65
1075	COASTAL ENERGY CORP	E	6/29/2015			999999		2,100.00
1188	SIMPSONS DATA SERVICES INC	E	6/29/2015			999999		84.95
1478	KANSASLAND TIRE OF PITTSBURG	E	6/29/2015			999999		40.85
1609	PHILLIP H O'MALLEY	E	6/22/2015			999999		450.00
1619	MIDWEST TAPE, LLC	E	6/22/2015			999999		26.98
1733	BOYD METALS OF JOPLIN INC	E	6/29/2015			999999		324.60
1792	B&L WATERWORKS SUPPLY, LLC	E	7/06/2015			999999		290.76
1982	KENNETH STOTTS	E	6/22/2015			999999		475.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	7/06/2015			999999		1,055.83
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	6/29/2015			999999		20,067.81
2554	HENRY C MENGHINI	E	6/22/2015			999999		198.24
2960	PACE ANALYTICAL SERVICES INC	E	6/29/2015			999999		4,784.00
3067	STEVE BITNER	E	6/22/2015			999999		700.00
3073	JEFF BAIR	E	6/29/2015			999999		39.51
3261	PITTSBURG AUTO GLASS	E	7/06/2015			999999		90.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3593	REMINGTON SQUARE	E	6/22/2015			999999		396.00
3746	JAROLD BONBRAKE	E	6/22/2015			999999		700.00
3909	LADONNA MESPLAY	E	6/22/2015			999999		5.50
4013	KNIGHTS OF COLUMBUS TOWERS	E	6/22/2015			999999		540.00
4054	MICHAEL A SMITH	E	6/22/2015			999999		700.00
4307	HENRY KRAFT, INC.	E	6/29/2015			999999		94.48
4618	TRESA MILLER	E	7/06/2015			999999		939.15
4711	PENGUIN RANDOM HOUSE, LLC	E	6/22/2015			999999		97.50
5185	FERGUSON ENTERPRISES INC	E	7/06/2015			999999		326.79
5195	FERN AND ANGERMAYER LLC	E	7/06/2015			999999		600.00
5534	SYCAMORE VILLAGE APARTMENTS	E	6/22/2015			999999		1,146.00
5581	SAGA QUAD STATE COMMUNICATIONS	E	6/29/2015			999999		190.00
5713	SODEXO INC	E	7/06/2015			999999		425.50
6130	T & K RENTALS LLC	E	6/22/2015			999999		500.00
6175	HENRY C MENGHINI	E	6/22/2015			999999		352.10
6192	KATHLEEN CERNE	E	7/06/2015			999999		600.00
6298	KEVAN L SCHUPBACH	E	6/22/2015			999999		700.00
6332	JEREMY J KARLINGER	E	6/22/2015			999999		10.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	6/22/2015			999999		350.00
6528	GALE GROUP/CENGAGE	E	6/22/2015			999999		522.20
6595	AMAZON.COM, INC	E	6/22/2015			999999		17,218.54
6595	AMAZON.COM, INC	E	6/29/2015			999999		2,826.75

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6630	PATRICK WALKER	E	7/06/2015			999999		120.00
6822	ELIZABETH BRADSHAW	E	6/29/2015			999999		105.00
6875	DARON HALL	E	6/22/2015			999999		204.05
7027	CALVIN THOMAS	E	6/22/2015			999999		500.00
7028	MATTHEW L. FRYE	E	6/29/2015			999999		400.00
7118	SP DESIGN & MFG, INC	E	6/29/2015			999999		611.78
7225	NEW WORLD SYSTEMS CORPORATION	E	6/29/2015			999999		7,426.17
7251	COMMUNICATIONS SUPPLY CORPORAT	E	6/29/2015			999999		498.47
7283	CORESOURCE, INC	E	7/06/2015			999999		34,968.51
7284	TRANSYSTEMS CORPORATION	E	6/29/2015			999999		15,036.62
7344	TERRY O BARTLOW	E	6/22/2015			999999		300.00
7378	D & M IRON WORKS	E	6/26/2015			999999		3,740.00

* * 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:		78	189,260.97	0.00	189,260.97
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:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			78	189,260.97	0.00	189,260.97
BANK: EFT	TOTALS:		78	189,260.97	0.00	189,260.97

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6585	CLASS HOMES 1 LLC	R	7/02/2015			175465		144.00
6168	K AND B RENTALS LLC	R	7/02/2015			175466		605.00
1601	GRAIG MOORE	R	7/02/2015			175467		1,493.00
1800	DAN RODABAUGH	R	7/02/2015			175468		450.00
6451	NAZAR SAMAN	R	7/02/2015			175469		1,105.00
4636	WESTAR ENERGY, INC. (HAP)	R	7/02/2015			175470		1,016.00
0140	A&M RENTALS	E	7/06/2015			999999		225.00
0234	KENNETH A THORNTON	E	7/06/2015			999999		285.00
0372	CONNER REALTY	E	7/06/2015			999999		93.00
0855	CHARLES HOSMAN	E	7/06/2015			999999		22.00
1008	BENJAMIN M BEASLEY	E	7/06/2015			999999		421.00
1231	JOHN LOVELL	E	7/06/2015			999999		681.00
1609	PHILLIP H O'MALLEY	E	7/06/2015			999999		3,460.00
1638	VERNON W PEARSON	E	7/06/2015			999999		894.00
1688	DORA WARE	E	7/06/2015			999999		516.00
1982	KENNETH STOTTS	E	7/06/2015			999999		1,548.00
1985	RICK A MOORE	E	7/06/2015			999999		464.00
2304	DENNIS HELMS	E	7/06/2015			999999		211.00
2542	CHARLES YOST	E	7/06/2015			999999		880.00
2624	JAMES ZIMMERMAN	E	7/06/2015			999999		1,820.00
2850	VENITA STOTTS	E	7/06/2015			999999		85.00
2913	KENNETH N STOTTS JR	E	7/06/2015			999999		414.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3067	STEVE BITNER	E	7/06/2015			999999		6,710.00
3082	JOHN R JONES	E	7/06/2015			999999		360.00
3114	PATRICIA BURLESON	E	7/06/2015			999999		807.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	7/06/2015			999999		914.00
3193	WILLIAM CROZIER	E	7/06/2015			999999		942.00
3218	CHERYL L BROOKS	E	7/06/2015			999999		467.00
3241	CHARLES P SIMPSON	E	7/06/2015			999999		491.00
3272	DUNCAN HOUSING LLC	E	7/06/2015			999999		5,021.00
3273	RICHARD F THENIKL	E	7/06/2015			999999		1,288.00
3294	JOHN R SMITH	E	7/06/2015			999999		716.00
3315	ELLEN E FORNELLI	E	7/06/2015			999999		202.00
3593	REMINGTON SQUARE	E	7/06/2015			999999		8,313.00
3668	MID AMERICA PROPERTIES OF PITT	E	7/06/2015			999999		4,042.00
3708	GILMORE BROTHERS RENTALS	E	7/06/2015			999999		271.00
3724	YVONNE L. ZORNES	E	7/06/2015			999999		665.00
3746	JAROLD BONBRAKE	E	7/06/2015			999999		1,071.00
4054	MICHAEL A SMITH	E	7/06/2015			999999		1,527.00
4218	MEADOWLARK TOWNHOUSES	E	7/06/2015			999999		2,173.00
4492	PITTSBURG SENIORS	E	7/06/2015			999999		3,624.00
4786	JENNIFER STANLEY	E	7/06/2015			999999		508.00
4928	PITTSBURG STATE UNIVERSITY	E	7/06/2015			999999		722.00
5039	VANETA MATHIS	E	7/06/2015			999999		275.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5393	CARLOS ANGELES	E	7/06/2015			999999		651.00
5549	DELBERT BAIR	E	7/06/2015			999999		261.00
5583	ROBERT L NANKIVELL SR	E	7/06/2015			999999		195.00
5653	PEGGY HUNT	E	7/06/2015			999999		92.00
5658	DEANNA J HIGGINS	E	7/06/2015			999999		164.00
5676	BARBARA TODD	E	7/06/2015			999999		31.00
5817	JAMA ENTERPRISES LLP	E	7/06/2015			999999		236.00
5822	JOE FENSKE	E	7/06/2015			999999		259.00
5834	DENNIS TROUT	E	7/06/2015			999999		313.00
5854	ANTHONY A SNYDER	E	7/06/2015			999999		303.00
5870	ANTHONY E SIMONCIC	E	7/06/2015			999999		174.00
5885	CHARLES T GRAVER	E	7/06/2015			999999		500.00
5896	HORIZON INVESTMENTS GROUP INC	E	7/06/2015			999999		343.00
5906	JOHN HINRICHS	E	7/06/2015			999999		183.00
5939	EDNA RUTH TRENT IRREVOCABLE TR	E	7/06/2015			999999		215.00
5957	PASTEUR PROPERTIES LLC	E	7/06/2015			999999		1,069.00
5961	LARRY VANBECELAERE	E	7/06/2015			999999		400.00
6002	SALLY THRELFALL	E	7/06/2015			999999		358.00
6032	TIM J. RIDGWAY	E	7/06/2015			999999		834.00
6073	REBECCA FOSTER	E	7/06/2015			999999		910.00
6108	TILDEN BURNS, LLC	E	7/06/2015			999999		486.00
6130	T & K RENTALS LLC	E	7/06/2015			999999		1,343.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: HAP BMO HARRIS BANK-HAP  
DATE RANGE: 6/17/2015 THRU 7/07/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6161	MICHAEL J STOTTS	E	7/06/2015			999999		150.00
6172	ANDREW A WACHTER	E	7/06/2015			999999		208.00
6186	TROY ROSENSTIEL	E	7/06/2015			999999		380.00
6227	REGGIE & ANGELA BOLLINGER	E	7/06/2015			999999		491.00
6295	DAVID L PETERSON	E	7/06/2015			999999		602.00
6298	KEVAN L SCHUPBACH	E	7/06/2015			999999		6,885.00
6314	PARKVIEW HOUSING INC	E	7/06/2015			999999		1,024.00
6317	RONALD L EMERSON	E	7/06/2015			999999		161.00
6322	R JAMES BISHOP	E	7/06/2015			999999		505.00
6380	WAYNE E THOMPSON	E	7/06/2015			999999		570.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	7/06/2015			999999		3,660.00
6394	KEVIN HALL	E	7/06/2015			999999		1,828.00
6441	HEATHER D MASON	E	7/06/2015			999999		454.00
6507	MARTHA E MOORE	E	7/06/2015			999999		489.00
6655	B&H DEVELOPERS, INC	E	7/06/2015			999999		2,855.00
6657	OZARKS AREA COMMUNITY ACTION C	E	7/06/2015			999999		1,170.34
6673	JUDITH A COLLINS	E	7/06/2015			999999		424.00
6753	REBECCA SPONSEL	E	7/06/2015			999999		750.00
6763	JEFFREY M WARY	E	7/06/2015			999999		824.00
6868	DAVID SIMPSON (308)	E	7/06/2015			999999		223.00
6886	DELBERT BAIR	E	7/06/2015			999999		560.00
6905	JENNIFER M TRISLER	E	7/06/2015			999999		556.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 6/17/2015 THRU 7/07/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6916	STILWELL HERITAGE & EDUCATIONA	E	7/06/2015			999999		7,343.00
6953	CARL ULEPICH	E	7/06/2015			999999		400.00
6966	CHARLOTTE BURGESS	E	7/06/2015			999999		485.00
7024	KIMBERLY GRISSOM	E	7/06/2015			999999		921.00
7027	CALVIN THOMAS	E	7/06/2015			999999		718.00
7083	PITTSBURG HEIGHTS, LP	E	7/06/2015			999999		4,739.00
7112	RANDY VILELA PROPERTIES	E	7/06/2015			999999		286.00
7150	JOE W JONES	E	7/06/2015			999999		556.00
7215	KEVIN L. MICHAEL	E	7/06/2015			999999		334.00
7220	TIMOTHY ADAM	E	7/06/2015			999999		570.00
7222	MICHAEL WILBER	E	7/06/2015			999999		237.00
7232	JAMES TODD OR LISA LOVELL	E	7/06/2015			999999		177.00
7235	GARY & DIAN MURPHY	E	7/06/2015			999999		300.00
7252	ALAMO AREA COUNCIL OF GOVERNME	E	7/06/2015			999999		140.67
7293	DAVID E OR DIANA L GARARD	E	7/06/2015			999999		236.00
7294	AMMP PROPERTIES, LLC	E	7/06/2015			999999		683.00
7312	JASON & TONYA HARRIS	E	7/06/2015			999999		243.00
7319	JAMES & LASHAWNDRALAWSON	E	7/06/2015			999999		675.00
7326	RANDY ALLEE	E	7/06/2015			999999		61.00
7344	TERRY O BARTLOW	E	7/06/2015			999999		464.00

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:	6		4,813.00		0.00		4,813.00
	HAND CHECKS:	0		0.00		0.00		0.00
	DRAFTS:	0		0.00		0.00		0.00
	EFT:	102		106,786.01		0.00		106,786.01
	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: HAP	TOTALS:	108	111,599.01		0.00		111,599.01
BANK: HAP	TOTALS:	108		111,599.01		0.00		111,599.01

VENDOR SET: 99 City of Pittsburg, KS  
BANK: MAN MANUAL CKS  
DATE RANGE: 6/17/2015 THRU 7/07/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	R	6/24/2015			175394		118.60
6656	KNIPP EQUIPMENT INC	R	6/26/2015			175421		110.00
4932	ACCURACY, INC	R	6/26/2015			175422		180.20
2519	EAGLE BEVERAGE CO INC	R	7/07/2015			175489		202.80

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	4	611.60	0.00	611.60
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
			4	611.60	0.00	611.60
BANK: MAN	TOTALS:		4	611.60	0.00	611.60
REPORT TOTALS:			367	8,221,891.21	0.00	8,220,029.44

Passed and approved this 14<sup>th</sup> day of July, 2015.

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Chuck Munsell, Mayor

ATTEST:

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Tammy Nagel, City Clerk

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made by and between the City of Pittsburg, 201 West Fourth Street, Pittsburg, Kansas 66762 (the "City") and Pittsburg State University, an agency of the State of Kansas, 1701 South Broadway, Pittsburg, Kansas 66762 (PSU), for the purpose of generally defining the expansion of the jurisdiction of University Police Officers within the City of Pittsburg as provided for by K.S.A. 22-2401a and K.S.A. 76-726. Pittsburg State University Officers may exercise law enforcement powers in other areas within the city limit of the City of Pittsburg when a request for assistance has been made by law enforcement officials of the City of Pittsburg.

Additionally, this Memorandum of Understanding serves to outline the University's obligations under federal law and acknowledges that the City shall provide information to the University when requested to assist the University in meeting these obligations unless prohibited by federal or state law or regulation, or court order. Likewise, the University shall provide certain pertinent information to assist the City with certain criminal investigations when requested unless prohibited by federal or state law or regulation, or court order. The purpose of this MOU is to promote and maintain a continued, harmonious working relationship and cooperative effort between the parties.

In consideration of the mutual promises hereinafter set forth, the parties agree as follows:

**1. Mutual Benefits.**

It is beneficial to the City of Pittsburg and to Pittsburg State University for Pittsburg State University Police Officers to patrol student living areas off campus and to respond to calls in areas populated predominately by students and university personnel without first being requested to do so by the City of Pittsburg.

**2. Geographical Scope of Jurisdiction of Pittsburg State University Police Officers.**

The parties agree and covenant that the geographical scope of jurisdiction of the exercise of police powers by Pittsburg State University Police Officers shall be all property located within the outlined area on the attached map marked Exhibit A.

**3. Circumstances Requiring Extended Jurisdiction.**

Extended jurisdiction would be warranted and authorized in any incident or violation of law or in other circumstances when deemed necessary by such officers to protect the health, safety and welfare of students, faculty, staff of the University and citizens of the City of Pittsburg, Kansas.

#### 4. Scope of Law Enforcement Powers.

The scope of law enforcement powers include all statutory powers as necessary to protect the health, safety and welfare of students, faculty and staff of Pittsburg State University as well as the citizens of the City of Pittsburg.

#### 5. Compliance with Federal Legislation.

The parties recognize and acknowledge that Pittsburg State University must meet certain investigative, documentation, reporting, and emergency notification requirements under federal legislation and rule making. The University Police Department, the Office for Student Rights and Responsibilities, and the Office of Equal Opportunity and Affirmative Action are responsible to ensure the University is in compliance. When requested, the parties agree to exchange relevant information and maintain open communication relative to certain reportable crimes and data as outlined below.

- a. **Rape and other forms of Sexual Violence, Domestic Violence and Stalking.** To the extent permitted by law, the parties agree to confer and cooperate regarding incidents of these crimes involving a University student-victim. The University agrees to provide the City of Pittsburg information (e.g.; office name and contact information) about campus resources for victims of these crimes. The City agrees to include such information on its victim resources list when the victim is determined to be a student.
- b. **Collection of Crime Statistics.** The University is required by federal law to collect and publish statistics for reports of certain crimes, including crimes that occur on and around campus. As part of that obligation, the University must request crime statistics from the City of Pittsburg annually. The City agrees to cooperate with the University and undertake reasonable efforts to respond to the University's request for crime statistics.
- c. **Emergency Notification and Crime Alerts.** The parties acknowledge that the University is required by federal law to have an emergency notification process to alert the campus community about significant emergencies, dangerous situations that pose an immediate threat to the health or safety of students or employees occurring on campus or crimes that pose a serious or continuing threat to safety. If the City is aware of a significant emergency, dangerous situation, or ongoing crime that poses an immediate threat to the health and safety of the University's students, faculty or staff, the City may notify PSU Police so they can determine whether an emergency notification or timely warning should be issued by the University.
- d. **Training.** The parties agree to collaborate to provide education and training opportunities of interest to the parties. Specific education and training

opportunities will be separately agreed to by the parties, and may include topics such as the University's obligations under federal law, the differences between the University's administrative processes and the criminal process, university resources, student discipline, and other information that may be valuable to the parties.

**6. Term and Termination.**

The parties agree and covenant that the term of this agreement shall commence at the signing of this agreement and shall continue until terminated. The parties agree and covenant that this agreement may be terminated at any time by either party by furnishing the other party with advance written notice of such termination to the person listed in paragraph six. Termination shall become effective immediately upon receipt of such termination by the other party.

**7. Liaison.**

The parties designate the following offices which shall serve as liaison of the parties for purposes of this Agreement and to whom notice can be given.

Pittsburg State University	City of Pittsburg, Kansas
Mike McCracken, Director (or his designee)	Mendy Hulvey, Chief (or her designee)
Pittsburg State University Police Department	Pittsburg Police Department

The duly authorized representatives of the parties have set their hands the day and year noted.

**PITTSBURG STATE UNIVERSITY**

**CITY OF PITTSBURG, KANSAS**

\_\_\_\_\_

\_\_\_\_\_

Mike McCracken, Director

Mendy Hulvey, Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dr. Steve Scott, President

Chuck Munsell, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_





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 8, 2015

**SUBJECT:** Agenda Item – July 14, 2015  
FAA Grant Offer  
Phase 1 (Design Only)  
Rehabilitate Runway 16/34 and Existing Connecting  
Taxiway/Turnaround (Approx. 64,546 SY of Mill & Overlay)

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The City of Pittsburg has received from the FAA a Grant Offer for Airport Improvement Program (AIP) Project No. 3-20-0069-015-2015 at the Atkinson Municipal Airport. This project will consist of Phase I (Design Only) to rehabilitate Runway 16/34 and the existing connecting taxiway/turnaround (approximately 64,546 square yards of mill and overlay). Also, included as part of this project that is FAA ineligible is the updating of the City of Pittsburg's DBE Program for FY 2016-2018 estimated at \$3,750. The estimated total project cost is \$107,100. This Grant is based on a 90% FAA/10% Local funding split with the maximum obligation of the FAA payable under this Grant Offer in the amount of \$93,015. The City's funds for this project would be paid from the Airport Operating Fund.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 14<sup>th</sup>, 2015. Action necessary will be to approve or disapprove staff's recommendation to accept the Grant Offer from the FAA for this project and, if approved, authorize the City Manager as the City's authorized representative to execute the Grant Agreement on behalf of the City of Pittsburg.

Attachment: Grant Agreement



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

Airports Division  
Central Region  
Iowa, Kansas, Missouri, Nebraska

FAA ACE-621H  
901 Locust  
Kansas City, MO 64106

Mr. Daron Hall  
201 W 4th Street  
Pittsburg, Ks 66762

Dear Mr. Hall:

We are enclosing the original and two copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-20-0069-015-2015 at Atkinson Municipal in Pittsburg, Kansas. This letter outlines expectations for success. Please read the conditions and assurances carefully.

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than July 31, 2015, in order for the grant to be valid. The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
  - Return the executed Grant Agreement marked "Original" to our office via US mail or commercial courier.
  - Retain the copy marked "Sponsor" for your records.
- e. Because time is now critical for entering the executed grant into the FAA system, we request you send a copy of the signed agreement to our office by facsimile or email (pdf document) prior to sending the hardcopy document through U.S. mail or commercial courier.

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

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

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

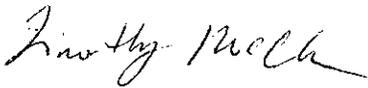
- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports are due within 30 days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

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

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

Timothy McClaran (816) 726-3091, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Timothy McClaran  
State Project Manager of Kansas  
Central Region



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

### PART I – OFFER

Date of Offer	<u>JUL 0 2 2015</u>
Airport/Planning Area	<u>Atkinson Municipal</u>
AIP Grant Number	<u>3-20-0069-015-2015</u>
DUNS Number	<u>030662175</u>

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

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 24, 2015, for a grant of Federal funds for a project at or associated with the Atkinson Municipal Airport, which is included as part of this Grant Agreement; and

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

**Rehabilitate Runway 16/34 & Existing Connecting Taxiway/Turnaround  
(Approximately 64,546 Square Yards of Mill and Overlay)  
Phase 1 (Design Only)**

which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2015, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

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

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

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$93,015**.

For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

\$ -0- for planning  
\$93,015 for airport development or noise program implementation  
\$ -0- for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.

2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **July 31, 2015**, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is 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. System for Award Management (SAM) Registration And Universal Identifier.**

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
  2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
  3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

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

**11. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

**12. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

**13. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

**14. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

- 15. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
  - B. May be increased by not more than 15 percent for development projects;
  - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 16. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- 17. Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
- 18. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
- 19. Trafficking in Persons.**
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
    - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
    - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
    - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
  2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
    - a. Associated with performance under this agreement; or
    - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.
20. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated May 23, 2012 is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
21. **DBE Plan.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
22. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will
- A. Follow FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
  - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - a. Location of all runways, taxiways, and aprons;
      - b. Dimensions;
      - c. Type of pavement, and;
      - d. Year of construction or most recent major rehabilitation.
    2. Inspection Schedule.
      - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

- b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
- 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
  - a. Inspection date;
  - b. Location;
  - c. Distress types; and
  - d. Maintenance scheduled or performed.
- 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

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

- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
  - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
  - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
  - 4. Qualifications of engineering supervision and construction inspection personnel.
  - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
  - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality 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 must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must 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, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of

the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

- 24. Protection of Runway Protection Zone.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
- 25. Protection of Runway Protection Zone.** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
- 26. Design Grant.** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.
- 27. Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.
- 28. Non-AIP Work in Application.** The Sponsor understands and agrees that:
- A. The Project Application includes the planning and/or construction of updating City of Pittsburg's DBE Program for FY 2016-2018 estimated at \$3,750 that is not being funded with any Federal funding in this project ;
  - B. Although the Sponsor has estimated a total project cost of \$107,100, the total allowable cost for purposes of determining federal participation will not exceed \$93,015;
  - C. It must maintain separate cost records for the AIP and non-AIP work;
  - D. All cost records must be made available for inspection and audit by the FAA;
  - E. The Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and
  - F. The amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed \$93,015, which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.

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

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



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*(Signature)*

**Jim A. Johnson**

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*(Typed Name)*

**Manager, Airports Division**

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*(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, Kansas**

*(Name of Sponsor)*

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

**By:**

*(Typed Name of Sponsor's Designated Official Representative)*

**Title:**

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

**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 \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_.

**By:**

*(Signature of Sponsor's Attorney)*

\_\_\_\_\_

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

Application for Federal Assistance SF-424		
* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> New	- Select One -
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Continuation	* Other (Specify)
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision	
* 3. Date Received:	4. Application Identifier: KPTS	
5a. Federal Entity Identifier: 3-20-0069-015	* 5b. Federal Award Identifier:	
<b>State Use Only:</b>		
6. Date Received by State:	7. State Application Identifier:	
<b>8. APPLICANT INFORMATION:</b>		
* a. Legal Name: City of Pittsburg, KS		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6041003	*c. Organizational DUNS: 030 662 175	
<b>d. Address:</b>		
* Street1: 201 W. 4th Street Street 2:		
* City: Pittsburg County: Crawford * State: Kansas Province: Country: United States		
*Zip/ Postal Code: 66762		
<b>e. Organizational Unit:</b>		
Department Name: City of Pittsburg, Kansas	Division Name:	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix: Mr.	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: william.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:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

\* Other (specify):

\* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

\*12. Funding Opportunity Number: AIP No. 3-20-0069-015

Title: Mill, Overlay, and Remark Runway 16-34 and Existing Connecting Taxiway/Turnaround

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 services only to mill, overlay, and remark Runway 16-34 and the existing connecting taxiway/turnaround.

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

<b>Application for Federal Assistance SF-424</b>	
<b>16. Congressional Districts Of:</b>	
*a. Applicant: KS-002	*b. Program/Project: KS-002
Attach an additional list of Program/Project Congressional Districts if needed.	
<b>17. Proposed Project:</b>	
*a. Start Date: 08/01/2015	*b. End Date: 07/01/2016
<b>18. Estimated Funding (\$):</b>	
*a. Federal	93,015.00
*b. Applicant	14,085.00
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	107,100.00
<b>*19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____ <input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input type="checkbox"/> c. Program is not covered by E.O. 12372	
<b>*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>Authorized Representative:</b>	
Prefix:	*First Name: Daron
Middle Name: R.	
*Last Name: Hall	
Suffix:	
*Title: City Manager	
*Telephone Number: (620) 240-5123	Fax Number: (620) 231-0964
* Email: daron.hall@pittks.org	
*Signature of Authorized Representative: 	*Date Signed: 6/24/15

**Application for Federal Assistance SF-424**

**\*Applicant Federal Debt Delinquency Explanation**

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

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

**PART II – PROJECT APPROVAL INFORMATION**

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

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

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

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

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

None

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

None

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

Yes

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

Yes

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

Yes

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

N/A

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

N/A

**PART II – SECTION C (Continued)**

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

None

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

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

**PART III – BUDGET INFORMATION – CONSTRUCTION**

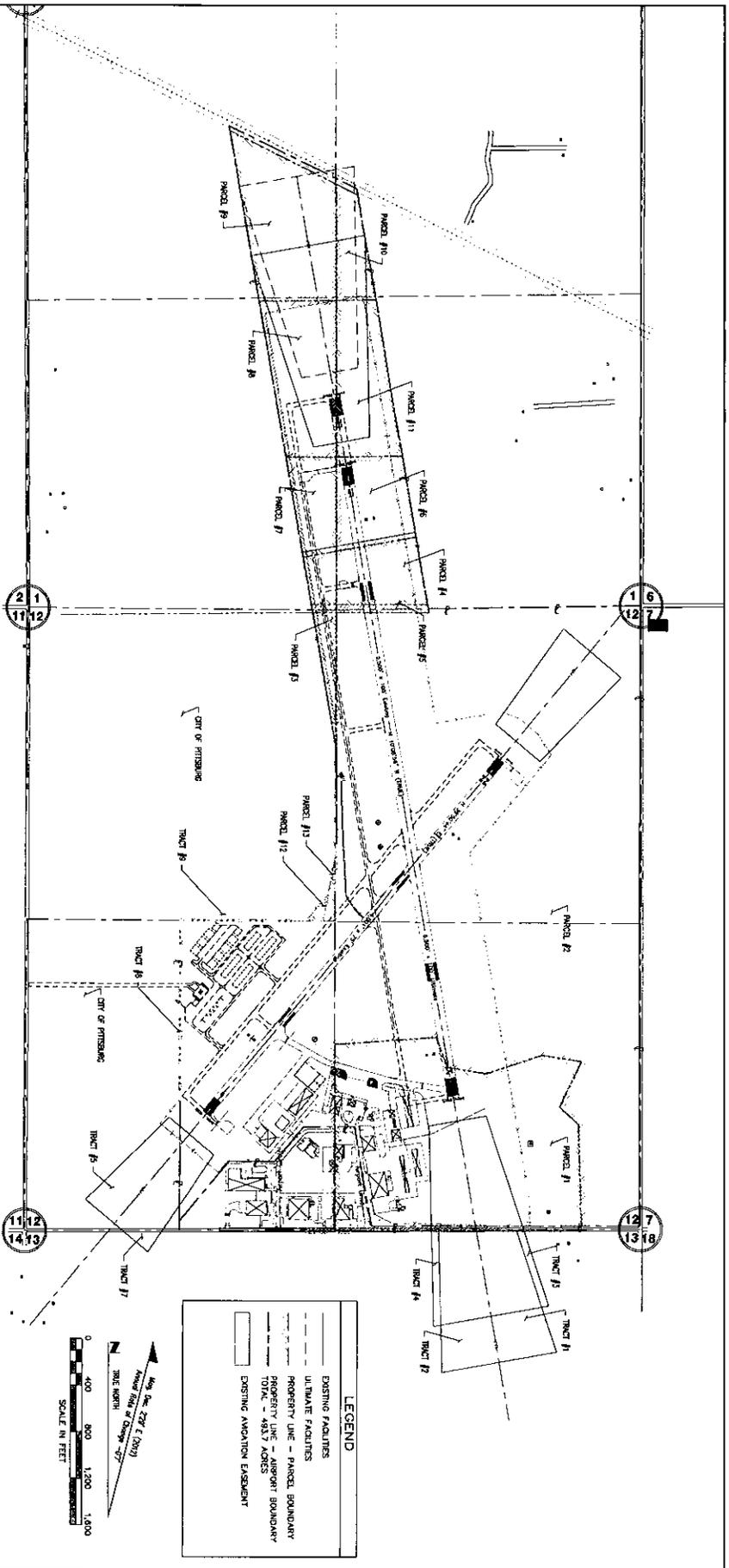
SECTION A – GENERAL			
1. Federal Domestic Assistance Catalog Number: <u>20.106</u>			
2. Functional or Other Breakout: _____			
SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense <span style="border: 1px solid red; padding: 2px;">Sponsor's Admin Fee</span>	\$	\$	\$ 3,500.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			81,400.00
5. Other Architectural engineering fees <span style="border: 1px solid red; padding: 2px;">Consultant Field Survey/Admin cost</span>			22,200.00
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			107,100.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			107,100.00
17. Less: Ineligible Exclusions <span style="border: 1px solid red; padding: 2px;">Updating DBE Program FY2016-2018</span>			3,750.00
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			103,350.00
20. Federal Share requested of Line 19			93,015.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			93,015.00
23. Grantee share			14,085.00
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 107,100.00

<b>SECTION C – EXCLUSIONS</b>		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a. Update DBE Program for FFY 2016-2018	\$ 3,750.00	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$ 3,750.00	\$
<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>		
<b>27. Grantee Share</b>		
a. Securities		\$
b. Mortgages		
c. Appropriations (By Applicant)		
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		14,085.00
h. TOTAL - Grantee share		14,085.00
<b>28. Other Shares</b>		
a. State		
b. Other		
c. Total Other Shares		
<b>29. TOTAL</b>		<b>\$ 14,085.00</b>
<b>SECTION E – REMARKS</b>		

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

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

<b>PROJECT :</b> Mill, Overlay, and Remark Runway 16-34 and Existing Connecting Taxiway/Turnaround - Design Only
<b>AIRPORT :</b> Atkinson Municipal
<b>1. Objective:</b> Improve the surface condition of the Runway 16-34 and connecting taxiway/turnaround pavement and apply new markings.
<b>2. Benefits Anticipated:</b> Rehabilitation of the pavement will maintain the structural integrity of the pavement and aid in minimizing the potential for foreign object debris.
<b>3. Approach:</b> (See approved Scope of Work in Final Application) The design phase will include a topographical survey and pavement investigation along with producing a design report, project plans and specifications in accordance with FAA criteria and project specific needs. It will include calculating a project budget and opinion of probable construction cost. After producing a set of final plans and specifications, bids will be solicited from prospective contractors. Lochner – Consultant: Engineering Design and Bidding Services; Cornerstone Regional Surveying and Palmerton & Parrish - Subconsultants for Survey and Pavement Investigation Services
<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> (include address & telephone number) Bill Beasley Dir. of Public Works 201 W. 4th Street Pittsburg, KS 66762 620.231.4170



TRACT / PARCEL	EXISTING PROPERTY OWNER	EXISTING AIRPORT PROPERTY		COMMITMENT COUNTY	FEDERAL PROJECT NO.	NOTES
		PROJECT INTEREST	(SQ. FT.) ACRES			
TRACT 1	CITY OF PITTSBURGH, KANOGA	FEES SIMPLE TITLE	73.44	1/25/1934	148	N/A
TRACT 2	CITY OF PITTSBURGH, KANOGA	FEES SIMPLE TITLE	26.55	5/17/1931	111	N/A
TRACT 3	CITY OF PITTSBURGH, KANOGA	FEES SIMPLE TITLE	12.32	1/24/1931	109	N/A
TRACT 4	CITY OF PITTSBURGH, KANOGA	FEES SIMPLE TITLE	12.32	1/24/1931	109	CONDEMNATION CASE # REC-2008-01
TRACT 5	CITY OF PITTSBURGH, KANOGA	FEES SIMPLE TITLE	1.42	6/14/1965	207	CONDEMNATION CASE # REC-2008-01
TRACT 6	CITY OF PITTSBURGH, KANOGA	FEES SIMPLE TITLE	11.04	7/18/1964	207	CONDEMNATION CASE # REC-11-17
TRACT 7	CITY OF PITTSBURGH, KANOGA	FEES SIMPLE TITLE	6.89	7/18/1964	207	CONDEMNATION CASE # REC-2008-01
TRACT 8	CITY OF PITTSBURGH, KANOGA	FEES SIMPLE TITLE	18.99	7/18/1964	207	CONDEMNATION CASE # REC-2008-01
TRACT 9	CITY OF PITTSBURGH, KANOGA	FEES SIMPLE TITLE	24.50	7/18/1964	207	CONDEMNATION CASE # REC-2008-01
TRACT 10	CITY OF PITTSBURGH, KANOGA	FEES SIMPLE TITLE	14.10	8/28/1964	212	CONDEMNATION CASE # REC-2008-01
TRACT 11	CITY OF PITTSBURGH, KANOGA	FEES SIMPLE TITLE	1.93	3/20/1965	308	N/A
TRACT 12	CITY OF PITTSBURGH, KANOGA	FEES SIMPLE TITLE	0.20	6/14/2007	308	CONDEMNATION CASE # REC-2008-01
TRACT 13	BEHRENS & ALBA TRUMP	AMERICAN ESTATEMENT	1.13	8/21/1960	---	N/A
TRACT 14	BEHRENS & ALBA TRUMP	AMERICAN ESTATEMENT	1.13	1/24/1961	---	CONDEMNATION CASE # REC-2008-01
TRACT 15	BEHRENS & ALBA TRUMP	AMERICAN ESTATEMENT	0.97	10/07/1961	---	CONDEMNATION CASE # REC-2008-01
TRACT 16	BEHRENS & ALBA TRUMP	AMERICAN ESTATEMENT	1.21	2/15/1967	---	CONDEMNATION CASE # REC-2008-01
TRACT 17	BEHRENS & ALBA TRUMP	AMERICAN ESTATEMENT	1.24	3/02/2005	---	CONDEMNATION CASE # REC-2008-01
TRACT 18	CITY OF PITTSBURGH	FEES EASEMENT	0.33	---	---	CONDEMNATION CASE # REC-2008-01
TRACT 19	CITY OF PITTSBURGH	FEES EASEMENT	0.28	---	---	CONDEMNATION CASE # REC-2008-01

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PROPERTY MAP  
 PITTSBURGH DEPARTMENT OF AIRPORTS  
 JAMES HANCOCK AIRPORT  
 PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
 1000 UNIVERSITY DRIVE, SUITE 200  
 PITTSBURGH, PA 15202  
 DATE: 5-21-2013  
 SHEET NO. 0811  
 OF 13

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

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Sponsor:

Airport:

Project Number:

Description of Work:

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

Yes  No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

Yes  No

3. Explanation of items marked "no":

**Sponsor's Certification**

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

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

Executed on this 26 day of June, 2015.

Name of Sponsor: City of Pittsburg, KS

Name of Sponsor's Designated Official Representative: Daron R. Hall

Title of Sponsor's Designated Official Representative: City Manager

Signature of Sponsor's Designated Official Representative: 

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

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Sponsor:

Airport:

Project Number:

Description of Work:

**Application**

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

**Certification Statements**

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

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.

Yes    No    N/A

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
  - c. Any available drug counseling, rehabilitation, and employee assistance programs
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

Yes    No    N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.

Yes    No    N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:
- a. Abide by the terms of the statement
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
- Yes  No  N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. 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.
- Yes  No  N/A
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
  - b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
- Yes  No  N/A
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.
- Yes  No  N/A

Site(s) of performance of work:

**Location 1**

Name of Location:

Address:

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Additional documentation for any above item marked "no":

**Sponsor's Certification**

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

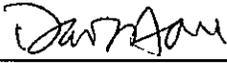
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 26 day of June, 2015.

Name of Sponsor: City of Pittsburg, KS

Name of Sponsor's Designated Official Representative: Daron R. Hall

Title of Sponsor's Designated Official Representative: City Manager

Signature of Sponsor's Designated Official Representative: 

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

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Sponsor:

Airport:

Project Number:

Description of Work:

**Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

**Certification Statements**

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

1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.  
 Yes  No  N/A
  
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.  
 Yes  No  N/A
  
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.  
 Yes  No  N/A
  
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the Federal Aviation Administration (FAA).  
 Yes  No  N/A

5. The consultant services contracts clearly or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.  
 Yes    No    N/A
  
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.  
 Yes    No    N/A
  
7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.  
 Yes    No    N/A
  
8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards were not or will not be used.  
 Yes    No    N/A
  
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.  
 Yes    No    N/A

Additional documentation for any above item marked "no":

<p><b>Sponsor's Certification</b></p> <p>I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.</p> <p>I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.</p> <p>Executed on this <u>24</u> day of <u>June</u>, <u>2015</u>.</p> <p>Name of Sponsor: <u>City of Pittsburg, KS</u></p> <p>Name of Sponsor's Designated Official Representative: <u>Daron R. Hall</u></p> <p>Title of Sponsor's Designated Official Representative: <u>City Manager</u></p> <p>Signature of Sponsor's Designated Official Representative: <u></u></p>
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**Project Plans and Specifications**  
**Airport Improvement Program Sponsor Certification**

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Sponsor:

Airport:

Project Number:

Description of Work:

**Application**

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

**Certification Statements**

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

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or state standard, is necessary other than those previously approved by the Federal Aviation Administration (FAA).  
 Yes    No    N/A
  
2. Specifications for the procurement of equipment are not or will not be proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.  
 Yes    No    N/A
  
3. The development that is included or will be included in the plans is depicted on the airport layout plan approved by the FAA.  
 Yes    No    N/A
  
4. Development that is ineligible for AIP funding has been or will be omitted from the plans and specifications.  
 Yes    No    N/A

5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are or will be included in the project specifications.  
 Yes  No  N/A
  
6. If a value engineering clause is incorporated into the contract, concurrence was or will be obtained from the FAA.  
 Yes  No  N/A
  
7. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding.  
 Yes  No  N/A
  
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been or will be discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.  
 Yes  No  N/A
  
9. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.  
 Yes  No  N/A
  
10. The design of all buildings have complied or will comply with the seismic design requirements of 49 CFR § 41.120.  
 Yes  No  N/A

Attach Additional documentation for any above item marked "no":

<p><b>Sponsor's Certification</b></p> <p>I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.</p> <p>I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.</p> <p>Executed on this <u>24</u> day of <u>June</u>, <u>2015</u></p> <p>Name of Sponsor: <u>City of Pittsburg, KS</u></p> <p>Name of Sponsor's Designated Official Representative: <u>Daron R. Hall</u></p> <p>Title of Sponsor's Designated Official Representative: <u>City Manager</u></p> <p>Signature of Sponsor's Designated Official Representative: <u></u></p>
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## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

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

#### **B. Duration and Applicability.**

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

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

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

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

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

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

#### **C. Sponsor Certification.**

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

##### **1. General Federal Requirements.**

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

## FEDERAL LEGISLATION

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>  
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.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## EXECUTIVE ORDERS

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

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

## FEDERAL REGULATIONS

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4,5,6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1,2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

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### **SPECIFIC ASSURANCES**

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.

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### **FOOTNOTES TO ASSURANCE C.1.**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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

##### **a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and

authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

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

3. **Sponsor Fund Availability.**

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

4. **Good Title.**

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

5. **Preserving Rights and Powers.**

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

changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

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

**7. Consideration of Local Interest.**

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

**8. Consultation with Users.**

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

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

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

**14. Minimum Wage Rates.**

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

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor

(except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

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

**17. Construction Inspection and Approval.**

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

**18. Planning Projects.**

In carrying out planning projects:

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

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

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

**21. Compatible Land Use.**

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

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

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

### **23. Exclusive Rights.**

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

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

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

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

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

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

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

- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
  - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

**26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

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

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

**28. Land for Federal Facilities.**

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

**29. Airport Layout Plan.**

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

**30. Civil Rights.**

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

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- "The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- e. Required Contract Provisions.
- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

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

transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

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

**32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 20, 2014 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

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

- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

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

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

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

**39. Competitive Access.**

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



**FAA  
Airports**

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

Updated: 2/11/2015

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

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

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	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
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

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

Updated: 3/7/2014

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14E	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	Pre-design, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects



DEPARTMENT OF PUBLIC WORKS

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## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** July 8, 2015

**SUBJECT:** Agenda Item – July 14, 2015  
Appointment to Airport Advisory Committee

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Gary Iori, as a member of the Airport Advisory Committee, has submitted a letter of resignation stating personal reasons. Mr. Iori is currently serving a second term to expire December 31<sup>st</sup>, 2016.

By Ordinance, this Committee shall consist of seven members, five of whom shall be users of the airport and two of whom shall be non-users. Attached is a list of candidates who have expressed an interest in serving as a user on this Committee. Since Mr. Iori served in the capacity as a user, it will be necessary to appoint an individual who is also a user of the airport.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 14<sup>th</sup>, 2015. Action being requested is the appointment of a user to serve the unexpired term of Mr. Iori to expire December 31<sup>st</sup>, 2016.

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

Attachment: List of Candidates

# **Candidates for Appointment to the Airport Advisory Committee**

## **USERS:**

### **ROBERT DOWNING**

Mr. Downing has over 52 years of aviation experience and feels he would be a great aviation resource for the City of Pittsburg. He retired from the Flight Standards Division of the FAA as a Frontline Manager at the American Airlines Certificate Management Office in Irving, Texas. His job was to lead a group of FAA inspectors who conducted oversight on American Eagles Airlines flight operations. His reports conducted surveillance activities on flight crews, flight attendants dispatcher training programs; pilot certification and company check airmen. Mr. Downing did enforcement investigations on violations of the Federal Aviation Regulations and investigated incidents and accidents. On June 15<sup>th</sup>, 2010, Mr. Downing was called to Washington DC by US Secretary of Transportation Ray LaHood and FAA Administrator Randy Babbitt to be a part of a panel to come up with ways that would have prevented the Colgan Airways accident that took the lives to 50 people. The panel addressed several issues such as flight crew training and the implementation of part 117 that restricts pilot's duty and rest requirements that became effective January 1<sup>st</sup>, 2014, also changing the law to require airlines to hire pilots with a minimum of 1500 hours. Mr. Downing has been the lead investigator on several aircraft accidents and has been part of the certification team on two airlines. He has conducted over 300 pilot certifications and has worked with air traffic and the airports division of the FAA. Back in the 70's and 80's and even early 90's, Mr. Downing worked as a flight instructor and corporate pilot at the Atkinson Municipal Airport. During that same time period, he worked as a captain for Atlantic Southeast Airlines and was a Flight Engineer on the B-727 for Orion Air.

### **SEAN ENSZ**

Mr. Enszt's love for aviation started when he was very young. Growing up near the Air Capital, he had the opportunity to tour manufacturers and make trips to McConnell Air Force Base for every open house. That love led him to begin a degree toward aerospace engineering and finish with an Airway Science Degree from Kansas State University. Mr. Enszt was then employed by KSU for several years as an instructor before taking an air ambulance job in Western Kansas. In May of 2005, he was given the opportunity to move to Pittsburg to work as a Corporate Pilot for Names and Numbers. Over the last 8 ½ years, the department has grown and has seen multiple positive changes at the Atkinson Municipal Airport. Mr. Enszt indicated that the Airport is an extremely important part of his life and that he welcomes the opportunity to lend perspective to the Airport Advisory Board as it takes steps to improve the Airport for the community.

## **TOM REED**

Mr. Reed has been crazy about airplanes from a very young age. He earned his private license in Northern Ohio in 1978 and flew privately for many years, earning his instrument, commercial and flight instructor ratings along the way. In 2002, he moved to Carthage, Missouri, and worked for Control Vision in Pittsburg, during which he helped develop handheld GPS technology and the first cockpit weather systems using XM weather. During that time, Mr. Reed became very familiar with the aviation industry, the aviation media, avionics technology and he flew various general aviation aircraft from PTS to many points throughout the US. In 2008, he earned his multi-engine rating and began flying corporate aircraft. Today, Mr. Reed is ATP rated and flies several of the business aircraft based at the Atkinson Municipal Airport. In addition to being a user of the airport, he participated in several events held at the airport that promoted aviation and the airport to the local community – especially kids. These events play an important role in making sure the general public and City of Pittsburg understand the value and importance the airport has in the community. In fact, general aviation and the airport have played a major role in the success that many of our local business have enjoyed over the years, allowing them access to customers and businesses across the country without relying on the airlines. Mr. Reed would be very pleased to participate on the Airport Advisory Committee.

City of Pittsburg, Kansas  
2015 Budget Recap  
As of June 30, 2015

(50.00% of Fiscal Year has passed)

Budgeted Funds	Un-Encumbered Cash Balance 1/1/2015	Revenues (1)			Expenditures			Loan Activity	Y-T-D Net	Un-Encumbered Cash Balance 6/30/2015
		Estimated Budget 2015	Y-T-D Revenues 6/30/2015	Percent Received	Estimated Budget 2015	Y-T-D Expenses 6/30/2015	Percent Used			
General Fund	\$ 3,464,719	\$ 24,696,677	\$ 14,114,273	57.15%	\$ 24,712,009	\$ 11,698,932	47.34%	\$ -	\$ 2,415,340	\$ 5,880,060
Public Library	85,205	757,020	680,298	89.87%	768,267	371,690	48.38%	-	308,608	393,813
Public Library Annuity	240,258	88	44	49.90%	127,822	7,822	6.12%	-	(7,778)	232,480
Special Alcohol & Drug	61,022	85,000	45,381	53.39%	85,000	38,515	45.31%	-	6,866	67,888
Special Parks & Recreation	-	85,000	45,381	53.39%	85,000	45,381	53.39%	-	-	-
Street & Highway	60,996	1,133,946	567,666	50.06%	1,142,184	540,923	47.36%	-	26,743	87,739
Street & Highway Sales Tax	65,595	1,141,186	641,404	56.21%	1,110,000	306,757	27.64%	-	334,647	400,242
Section 8 Housing	934	1,337,123	718,402	53.73%	1,324,906	720,774	54.40%	-	(2,372)	(1,438)
Revolving Loan Fund	2,667,966	1,025,651	533,293	52.00%	2,955,349	820,011	27.75%	454,275	167,557	2,835,523
Debt Service	846,107	11,927,318	9,660,407	80.99%	12,029,996	8,577,370	71.30%	-	1,083,037	1,929,144
Public Utilities	1,487,448	7,705,092	3,679,567	47.75%	8,043,206	4,049,946	50.35%	-	(370,379)	1,117,069
Stormwater	128,450	790,276	388,589	49.17%	794,689	240,024	30.20%	-	148,565	277,015
<b>Totals</b>	<b>\$ 9,108,700</b>	<b>\$ 50,684,377</b>	<b>\$ 31,074,705</b>	<b>61.31%</b>	<b>\$ 53,178,428</b>	<b>\$ 27,418,145</b>	<b>51.56%</b>	<b>\$ 454,275</b>	<b>\$ 4,110,834</b>	<b>\$ 13,219,535</b>

Notable Items:

\*Sales Tax revenue is up 2.63% compared to same period in 2014.

\*Public Utility revenues are approximately 2% under budget

\*Section 8 Housing subsidized \$29,400 to date for 2015.