Table of Contents

| Agenda | 2 |
|---|------|
| Approval of the April 28, 2020, City Commission Meeting minutes. | |
| 04-28-2020 Minutes | 4 |
| Approval of the Appropriation Ordinance for the period ending May 12, 2020, subject to the release of HUD expenditures when funds are received. | |
| Check list | 7 |
| GRANT REQUEST - THF, LLC. – Consider the request submitted by Colby Terlip, owner of THF, LLC, dba Sunflower Hemp Company, for a non-repayable grant in the amount of \$110,000 from the Revolving Loan Fund (RLF) to install additional safety standard equipment to the property located at 3002 North Rotary Terrace to include the installation of a fire suppression (sprinkler) system, fire monitoring system, laboratory fume hoods and flammable storage cabinets. | |
| THF, LLC - Memo. | |
| Sunflower Hemp Co. Application | |
| Sunflower Hemp Co. Business Information | |
| Sunflower Hemp Co. Process Flow Diagram | 29 |
| FAA CARES GRANT AGREEMENT - Consider staff recommendation to enter into an agreement with the Federal Aviation Administration (FAA) for Pittsburg's Atkinson Municipal Airport to be awarded up to \$69,000.00 to be used for allowable operational costs at the airport as part of the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act. | |
| CARES Airport Grant Memo 05 06 20 | 30 |
| CARES Grant Agreement | 31 |
| ELECTRICAL CONDUIT INSTALLATION - SILVERBACK LIFT STATION - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to utilize \$94,947.60 from the Revolving Loan Fund (RLF) for the installation of 4-inch PVC conduit for the three-phase power, placement of six (6) pads, nine (9) junction boxes and trenching for underground power to the streetlights along Silverback Way leading up to the subdivision to be installed by the City's on-call drilling contractor, Jim Radell Construction Co. Inc. of Pittsburg, Kansas. | |
| Power to Liftstation and Silverback Street lighting 05 12 20 | . 49 |
| BI-MONTHLY BUDGET REVIEW - Director of Finance Jamie Clarkson will provide the April 30, 2020, bi-monthly budget review. | 49 |
| agenda item | 50 |

CITY OF PITTSBURG, KANSAS COMMISSION AGENDA Tuesday, May 12, 2020 5:30 PM

CALL TO ORDER BY THE MAYOR:

a. Flag Salute Led by the Mayor

CONSENT AGENDA:

- a. Approval of the April 28, 2020, City Commission Meeting minutes.
- b. Approval of the application submitted by Michelle Fowler for a Cereal Malt Beverage License (original, unopened container and not for consumption on the premises) for Main Street Axe Company, LLC, located at 216 South Broadway, and authorize the City Clerk to issue the license.
- c. Approval of the Appropriation Ordinance for the period ending May 12, 2020, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

CONSIDER THE FOLLOWING:

- a. GRANT REQUEST THF, LLC Consider the request submitted by Colby Terlip, owner of THF, LLC, dba Sunflower Hemp Company, for a non-repayable grant in the amount of \$110,000 from the Revolving Loan Fund (RLF) to install additional safety standard equipment to the property located at 3002 North Rotary Terrace to include the installation of a fire suppression (sprinkler) system, fire monitoring system, laboratory fume hoods and flammable storage cabinets. Approve or disapprove the request of Mr. Terlip and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.
- b. FAA CARES GRANT AGREEMENT Consider staff recommendation to enter into an agreement with the Federal Aviation Administration (FAA) for Pittsburg's Atkinson Municipal Airport to be awarded up to \$69,000.00 to be used for allowable operational costs at the airport as part of the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act. Approve or disapprove staff recommendation to enter into a CARES Act agreement with the FAA and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.

CITY OF PITTSBURG, KANSAS COMMISSION AGENDA Tuesday, May 12, 2020 5:30 PM

c. ELECTRICAL CONDUIT INSTALLATION - SILVERBACK LIFT STATION - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to utilize \$94,947.60 from the Revolving Loan Fund (RLF) for the installation of 4-inch PVC conduit for the three-phase power, placement of six (6) pads, nine (9) junction boxes and trenching for underground power to the streetlights along Silverback Way leading up to the subdivision to be installed by the City's on-call drilling contractor, Jim Radell Construction Co. Inc. of Pittsburg, Kansas. Approve or disapprove the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.

NON-AGENDA REPORTS & REQUESTS:

a. BI-MONTHLY BUDGET REVIEW - Director of Finance Jamie Clarkson will provide the April 30, 2020, bi-monthly budget review. **Receive for file.**

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
April 28th, 2020

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, April 28th, 2020, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Dawn McNay presiding and the following members present: Cheryl Brooks, Larry Fields, Chuck Munsell and Patrick O'Bryan.

Mayor McNay led the flag salute.

APPROVAL OF MINUTES – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the April 14th, 2020, City Commission Meeting minutes as presented. Motion carried.

RESOLUTION NO. 1233 – On motion of O'Bryan, seconded by Munsell, the Governing Body approved staff recommendation to adopt Resolution No. 1233, authorizing the offering for sale of General Obligation Temporary Notes Series 2020-1, of the City of Pittsburg, Kansas, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

TAX AND SECURITIES COMPLIANCE PROCEDURES — On motion of O'Bryan, seconded by Munsell, the Governing Body adopted the Tax and Securities Compliance Procedures. Motion carried.

REAPPOINTMENT TO LIBRARY BOARD OF TRUSTEES – On motion of O'Bryan, seconded by Munsell, the Governing Body approved staff recommendation to reappoint Joe Hart to a second term as a member of the Pittsburg Public Library Board of Trustees effective May 1, 2020, and concluding on April 30, 2024. Motion carried.

PITTSBURG STATE UNIVERSITY KELCE COLLEGE OF BUSINESS ECONOMIC RESEARCH PROPOSAL – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to support the Pittsburg State University Kelce College of Business Economic Research Proposal at an investment level of \$25,000 to fully fund the project for one year and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

APROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the Appropriation Ordinance for the period ending April 28th, 2020, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Fields, McNay, Munsell and O'Bryan. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
April 28th, 2020

RESOLUTION NO. 1232 – On motion of O'Bryan, seconded by Fields, the Governing Body approved staff recommendation to adopt Resolution No. 1232, providing for the improvement of East Quincy Street from the east approach of Joplin Street to the East approach of Rouse Street for a distance of 0.7 miles by first removing the existing pavement, expanding Quincy Street to three (3) lanes, including adding an enclosed stormwater system, making drainage improvements, adding curb and gutter, constructing new sidewalks on both sides of Quincy Street, upgrading the existing railroad signal to facilitate a future guiet zone, making water line and sanitary sewer improvements, making traffic signal modifications, and incidental construction relating to the improvements, easement and right-of-way acquisitions, surveying, pavement marking, surveying, design and construction engineering, all in the City of Pittsburg, Kansas, designated as Paving District No. P-20-1, and authorizing the issuance of general obligation improvement bonds and temporary notes from time to time as required during the progress of the work under the authority of K.S.A. 12-685 to 12-687, K.S.A. 12-689, and K.S.A. 12-690, and any amendments thereto, and Article 1 of Chapter 10, as amended, of the Kansas Statutes Annotated, and authored the Mayor to sign the Resolution on behalf of the City. Motion carried.

QUINCY STREET RECONSTRUCTION PROJECT ENGINEERING SERVICES AGREEMENT — TRANSYSTEMS — On motion of O'Bryan, seconded by Munsell, the Governing Body approved staff recommendation to enter into an Engineering Services Agreement with TranSystems, in an amount not to exceed \$465,000.00 in which TranSystems will design and create bid documents for the reconstruction of Quincy Street to a 3-lane roadway with curb and gutter, an enclosed storm sewer, and sidewalks on each side from Joplin Street to Rouse Street, and authorized the Mayor to sign the Engineering Services Agreement on behalf of the City. Motion carried.

SILVERBACK LIFT STATION - At the request of staff, the Governing Body tabled consideration of the recommendation of the Economic Development Advisory Committee (EDAC) to utilize \$61,021 from the Revolving Loan Fund (RLF) to extend the electricity required to power the Silverback Lift Station to facilitate the development of housing and business opportunities along East Centennial, to allow staff time to receive additional information from Evergy regarding the project.

FEASIBILITY STUDY - HUNDEN STRATEGIC PARTNERS — On motion of Fields, seconded by Brooks, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to enter into an agreement with Hunden Strategic Partners in which Hunden Strategic Partners will perform a feasibility study regarding a formal conference/convention space in Pittsburg, with the \$39,500 cost of the study to be split between the City of Pittsburg and the Convention and Visitor's Bureau (CVB), with the City's portion, funded through the Revolving Loan Fund (RLF), not to exceed \$19,750, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
April 28th, 2020

INTERLOCAL AGREEMENT - CITY OF FRONTENAC - On motion of O'Bryan, seconded by Fields, the Governing Body approved staff recommendation to enter into an Interlocal Agreement with the City of Frontenac, Kansas, for the installation of traffic control devices and a paved road for access on Wild Red Road merging into Atkinson Avenue, and authorized the Mayor to sign the Interlocal Agreement on behalf of the City. Motion carried.

NON-AGENDA REPORTS & REQUESTS:

4th STREET OVERPASS – City Engineer Cameron Alden announced that the preconstruction conference for the replacement of the 4th Street Overpass is scheduled for May 6th.

WATCO TRACKS – City Engineer Cameron Alden announced that North Rouse at 20th Street will be closed from May 12th through May 18th, 2020, for repairs to the Watco railroad tracks.

CRAWFORD COUNTY COMMISSION MEETING UPDATE – City Manager Daron Hall provided information regarding the proposed phases that will be implemented to reopen the county in regard to the coronavirus pandemic.

BICKNELL ACKNOWLEDGEMENT — Mayor McNay acknowledged the recent passing of Rita Bicknell and expressed sympathy to the Bicknell family.

ADJOURNMENT: On motion on Munsell, seconded by Fields, the Governing Body adjourned the meeting at 6:05 p.m. Motion carried.

| ATTEST: | Dawn McNay, Mayor | |
|-------------------------|-------------------|--|
| | | |
| Tammy Nagel, City Clerk | _ | |

A/P HISTORY CHECK REPORT PAGE: 1

5/05/2020 3:09 PM

VENDOR SET: 99 City of Pittsburg, KS

BANK: * ALL BANKS

DATE RANGE: 4/22/2020 THRU 5/05/2020

CHECK INVOICE CHECK CHECK CHECK

| VENDOR I. | D. | NAME | | STATU | CHECK JS DATE | INVOICE AMOUNT | CHECK DISCOUNT NO | CHECK CHECK STATUS AMOUNT |
|-----------|---------------|------------|-----------|--------|------------------------|-------------------|----------------------|------------------------------|
| | CHECK | VOID CHECK | | V V | 5/01/2020 5/01/2020 | | 186769 186770 | |
| | | | | | | | | |
| * * T | OTALS * * | | NO | | | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| REGUL | AR CHECKS: | | 0 | | | 0.00 | 0.00 | 0.00 |
| HA | ND CHECKS: | | 0 | | | 0.00 | 0.00 | 0.00 |
| | DRAFTS: | | 0 | | | 0.00 | 0.00 | 0.00 |
| | EFT: | | 0 | | | 0.00 | 0.00 | 0.00 |
| N | ON CHECKS: | | 0 | | | 0.00 | 0.00 | 0.00 |
| VO | ID CHECKS: | | 2 VOID DE | BITS | 0.00 | | | |
| | | | VOID CR | EDITS | 0.00 | 0.00 | 0.00 | |
| TOTAL ERR | ORS: 0 | | | | | | | |
| | | | NO | | | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| VENDOR | SET: 99 BANK: | TOTALS: | 2 | | | 0.00 | 0.00 | 0.00 |
| BANK: | TOTALS: | | 2 | | | 0.00 | 0.00 | 0.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|-------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0026 | STANDARD INSURANCE COMPANY | D | 5/01/2020 | | | 000000 | - | 1,043.38 |
| 0321 | KP&F | D | 5/01/2020 | | | 000000 | 42 | 2,852.32 |
| 0728 | ICMA | D | 5/01/2020 | | | 000000 | | 590.00 |
| 1050 | KPERS | D | 5/01/2020 | | | 000000 | 38 | 8,575.23 |
| 3079 | COMMERCE BANK | D | 4/24/2020 | | | 000000 | 3" | 7,730.75 |
| 3570 | AMERICAN EXPRESS, INC | D | 5/04/2020 | | | 000000 | | 252.35 |
| 4520 | ETS CORPORATION | D | 5/04/2020 | | | 000000 | 8 | 8,822.48 |
| 5904 | TASC | D | 4/30/2020 | | | 000000 | • | 6,193.80 |
| 6415 | GREAT WEST TANDEM KPERS 457 | D | 5/01/2020 | | | 000000 | 4 | 4,694.83 |
| 7290 | DELTA DENTAL OF KANSAS INC | D | 4/24/2020 | | | 000000 | | 47.00 |
| 7877 | TRUSTMARK HEALTH BENEFITS INC | D | 4/23/2020 | | | 000000 | 19 | 9,496.33 |
| 7877 | TRUSTMARK HEALTH BENEFITS INC | D | 4/30/2020 | | | 000000 | 20 | 0,134.15 |
| 0055 | JOHN'S SPORT CENTER, INC. | E | 4/27/2020 | | | 007999 | | 149.00 |
| 0105 | PITTSBURG AUTOMOTIVE | E | 4/27/2020 | | | 008000 | | 72.28 |
| 0142 | HECKERT CONSTRUCTION CO INC | E | 4/27/2020 | | | 008001 | 33 | 3,166.21 |
| 0201 | SPICER-ADAMS WELDING, INC. | E | 4/27/2020 | | | 008002 | | 25.00 |
| 0294 | COPY PRODUCTS, INC. | E | 4/27/2020 | | | 008003 | | 953.29 |
| 0409 | WISEMAN'S DISCOUNT TIRE INC | E | 4/27/2020 | | | 008004 | | 69.95 |
| 0534 | TYLER TECHNOLOGIES INC | E | 4/27/2020 | | | 008005 | | 26.00 |
| 0577 | KANSAS GAS SERVICE | E | 4/27/2020 | | | 008006 | | 31.50 |
| 0628 | BERRY COMPANIES, INC. | E | 4/27/2020 | | | 008007 | | 110.96 |
| 1478 | KANSASLAND TIRE #1828 | E | 4/27/2020 | | | 008008 | | 97.59 |

A/P HISTORY CHECK REPORT PAGE: 3

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 1680 | ESO SOLUTIONS, INC. | E | 4/27/2020 | | | 008009 | 1 | 1,575.00 |
| 2825 | STATE OF KANSAS | E | 4/27/2020 | | | 008010 | | 455.75 |
| 4390 | SPRINGFIELD JANITOR SUPPLY, IN | E | 4/27/2020 | | | 008011 | | 230.38 |
| 4603 | KANSAS GOLF AND TURF INC | E | 4/27/2020 | | | 008012 | | 67.35 |
| 5049 | CRH COFFEE INC | E | 4/27/2020 | | | 008013 | | 87.75 |
| 5706 | S THOMPSON LLC | E | 4/27/2020 | | | 008014 | | 480.00 |
| 5855 | STERICYCLE, INC. | E | 4/27/2020 | | | 008015 | | 102.94 |
| 6090 | RANDAL BENNEFELD | E | 4/27/2020 | | | 008016 | 1 | 1,812.50 |
| 6175 | HENRY C MENGHINI | E | 4/27/2020 | | | 008017 | | 267.40 |
| 6524 | ELLIOTT EQUIPMENT COMPANY | E | 4/27/2020 | | | 008018 | 2 | 2,330.68 |
| 7100 | FIRST UNITED METHODIST CHURCH | E | 4/27/2020 | | | 008019 | 12 | 2,146.30 |
| 8218 | BARBARA J BARTO | E | 4/27/2020 | | | 008020 | | 450.00 |
| 8211 | UMB BANK N.A. | E | 4/29/2020 | | | 008022 | 28 | 3,429.72 |
| 2004 | AIRE-MASTER OF AMERICA, INC. | E | 5/04/2020 | | | 008128 | | 17.22 |
| 7567 | MERIDIAN OIL & EQUIPMENT LLC | E | 5/04/2020 | | | 008129 | | 400.00 |
| 8202 | PETROLEUM TRADERS CORPORATION | E | 5/04/2020 | | | 008130 | 7 | 7,130.79 |
| 0044 | CRESTWOOD COUNTRY CLUB | E | 5/04/2020 | | | 008131 | | 609.00 |
| 0046 | ETTINGERS OFFICE SUPPLY | E | 5/04/2020 | | | 008132 | | 176.44 |
| 0055 | JOHN'S SPORT CENTER, INC. | E | 5/04/2020 | | | 008133 | | 865.00 |
| 0105 | PITTSBURG AUTOMOTIVE | E | 5/04/2020 | | | 008134 | 1 | 1,842.44 |
| 0117 | GATEHOUSE MEDIA KANSAS HOLDING | E | 5/04/2020 | | | 008135 | | 103.04 |
| 0133 | JIM RADELL CONSTRUCTION COMPAN | E | 5/04/2020 | | | 008136 | 2 | 2,755.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0142 | HECKERT CONSTRUCTION CO INC | E | 5/04/2020 | | | 008137 | | 7,410.04 |
| 0306 | CASTAGNO OIL CO INC | E | 5/04/2020 | | | 008138 | ! | 5,210.00 |
| 0335 | CUSTOM AWARDS, LLC | E | 5/04/2020 | | | 008139 | | 540.30 |
| 0364 | CRAWFORD COUNTY SHERIFF'S DEPA | E | 5/04/2020 | | | 008140 | | 975.00 |
| 0409 | WISEMAN'S DISCOUNT TIRE INC | E | 5/04/2020 | | | 008141 | | 41.00 |
| 0534 | TYLER TECHNOLOGIES INC | E | 5/04/2020 | | | 008142 | | 340.00 |
| 0628 | BERRY COMPANIES, INC. | E | 5/04/2020 | | | 008143 | : | 1,451.33 |
| 0659 | PAYNES INC | E | 5/04/2020 | | | 008144 | | 322.20 |
| 0823 | TOUCHTON ELECTRIC INC | E | 5/04/2020 | | | 008145 | | 99.00 |
| 0844 | HY-FLO EQUIPMENT CO., INC. | E | 5/04/2020 | | | 008146 | | 234.26 |
| 0866 | AVFUEL CORPORATION | E | 5/04/2020 | | | 008147 | 1 | 0,125.76 |
| 0968 | LEE ENTERPRISES | E | 5/04/2020 | | | 008148 | : | 1,033.00 |
| 1097 | BARCO MUNICIPAL PRODUCTS INC | E | 5/04/2020 | | | 008149 | | 362.95 |
| 1478 | KANSASLAND TIRE #1828 | E | 5/04/2020 | | | 008150 | | 29.00 |
| 1792 | B&L WATERWORKS SUPPLY, LLC | E | 5/04/2020 | | | 008151 | : | 3,146.41 |
| 2005 | GALLS PARENT HOLDINGS, LLC | E | 5/04/2020 | | | 008152 | | 347.00 |
| 2025 | SOUTHERN UNIFORM & EQUIPMENT L | E | 5/04/2020 | | | 008153 | | 411.00 |
| 2707 | THE LAWNSCAPE COMPANY, INC. | E | 5/04/2020 | | | 008154 | : | 1,142.50 |
| 2960 | PACE ANALYTICAL SERVICES LLC | E | 5/04/2020 | | | 008155 | : | 3,930.00 |
| 3261 | PITTSBURG AUTO GLASS | E | 5/04/2020 | | | 008156 | | 25.00 |
| 4307 | HENRY KRAFT, INC. | E | 5/04/2020 | | | 008157 | | 622.69 |
| 5275 | US LIME COMPANY-ST CLAIR | E | 5/04/2020 | | | 008158 | | 4,847.16 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 5552 | NATIONAL SIGN CO INC | E | 5/04/2020 | | | 008159 | | 605.63 |
| 5855 | STERICYCLE, INC. | E | 5/04/2020 | | | 008160 | | 440.88 |
| 6214 | PITT PLASTICS INC | E | 5/04/2020 | | | 008161 | | 37.98 |
| 6807 | ENVIRONMENTAL RESOURCE ASSOCIA | E | 5/04/2020 | | | 008162 | | 310.17 |
| 7038 | SIGNET COFFEE ROASTERS | E | 5/04/2020 | | | 008163 | | 45.00 |
| 7043 | DREXEL TECHNOLOGIES | E | 5/04/2020 | | | 008164 | | 607.00 |
| 7283 | TRUSTMARK HEALTH BENEFITS INC | E | 5/04/2020 | | | 008165 | 38 | 3,896.94 |
| 7407 | LIMELIGHT MARKETING LLC | E | 5/04/2020 | | | 008166 | 1 | 1,293.00 |
| 7427 | OLSSON INC | E | 5/04/2020 | | | 008167 | 13 | 3,129.36 |
| 7479 | MID-AMERICA VALVE & EQUIPMENT | E | 5/04/2020 | | | 008168 | | 285.00 |
| 7705 | JOANNA L DERFELT | E | 5/04/2020 | | | 008169 | 1 | 1,000.00 |
| 7793 | QUEENB TELEVISION OF KANSAS/MI | E | 5/04/2020 | | | 008170 | | 75.00 |
| 7806 | CORE & MAIN LP | E | 5/04/2020 | | | 008171 | 4 | 4,600.00 |
| 7930 | SANDERSON PIPE CORPORATION | E | 5/04/2020 | | | 008172 | 2 | 2,464.00 |
| 8152 | RIDGECREST PRODUCTS, INC. | E | 5/04/2020 | | | 008173 | 1 | 1,762.50 |
| 6154 | 4 STATE MAINTENANCE SUPPLY INC | R | 4/24/2020 | | | 186732 | | 130.83 |
| 8124 | BATTERY OUTFITTERS INC | R | 4/24/2020 | | | 186733 | | 322.48 |
| 1616 | CITY OF PITTSBURG | R | 4/24/2020 | | | 186734 | | 100.00 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 4/24/2020 | | | 186735 | | 28.89 |
| 0375 | WICHITA WATER CONDITIONING | R | 4/24/2020 | | | 186736 | | 21.00 |
| 0867 | CUMMINS SALES AND SERVICE | R | 4/24/2020 | | | 186737 | | 271.40 |
| 1108 | EVERGY KANSAS CENTRAL INC | R | 4/24/2020 | | | 186738 | 2 | 2,803.60 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7414 | KANSAS GAS SERVICE (ESG) | R | 4/24/2020 | | | 186739 | | 312.48 |
| 2877 | KDHE - BUREAU OF WATER | R | 4/24/2020 | | | 186740 | | 20.00 |
| 6154 | 4 STATE MAINTENANCE SUPPLY INC | R | 5/01/2020 | | | 186748 | | 132.60 |
| 6126 | AMERICAN LAW ENFORCEMENT RADAR | R | 5/01/2020 | | | 186749 | | 360.00 |
| 5561 | AT&T MOBILITY | R | 5/01/2020 | | | 186750 | | 131.20 |
| 5966 | BERRY COMPANIES, INC. | R | 5/01/2020 | | | 186751 | | 453.59 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 5/01/2020 | | | 186752 | | 87.17 |
| 8209 | DPC ENTERPRISES LP | R | 5/01/2020 | | | 186753 | 1 | ,368.00 |
| 1108 | EVERGY KANSAS CENTRAL INC | R | 5/01/2020 | | | 186754 | | 136.89 |
| 7935 | CANDACE MICHAEL BREWSTER | R | 5/01/2020 | | | 186755 | 1 | 1,000.00 |
| 6703 | GT DISTRIBUTORS INC | R | 5/01/2020 | | | 186756 | 11 | 1,303.75 |
| 8061 | HORSE CREEK CATTLE LLC | R | 5/01/2020 | | | 186757 | 13 | 3,652.60 |
| 6923 | HUGO'S INDUSTRIAL SUPPLY INC | R | 5/01/2020 | | | 186758 | | 266.40 |
| 7680 | IMA, INC. | R | 5/01/2020 | | | 186759 | g | 375.00 |
| 2877 | KDHE - BUREAU OF WATER | R | 5/01/2020 | | | 186760 | | 60.00 |
| 7108 | KANSAS MUNICIPAL INSURANCE TRU | R | 5/01/2020 | | | 186761 | 2 | 2,758.00 |
| 0397 | PITTSBURG POLICE DEPT | R | 5/01/2020 | | | 186762 | 1 | ,000.00 |
| 6536 | POLYDYNE INC | R | 5/01/2020 | | | 186763 | 6 | 5,651.18 |
| 7151 | QUADIENT FINANCE USA INC | R | 5/01/2020 | | | 186764 | 1 | ,000.00 |
| 7151 | QUADIENT FINANCE USA INC | R | 5/01/2020 | | | 186765 | | 500.00 |
| 1 | TORRENCE, MELISSA | R | 5/01/2020 | | | 186766 | | 65.00 |
| 5589 | VERIZON WIRELESS SERVICES, LLC | R | 5/01/2020 | | | 186767 | | 230.66 |

5/05/2020 3:09 PM A/P HISTORY CHECK REPORT PAGE: 7

VENDOR SET: 99 City of Pittsburg, KS BANK: 80144 BMO HARRIS BANK DATE RANGE: 4/22/2020 THRU 5/05/2020

REPORT TOTALS:

INVOICE CHECK CHECK CHECK NO STATUS AMOUNT CHECK AMOUNT DISCOUNT VENDOR I.D. NAME STATUS DATE 2350 R 5/01/2020 186768 WCA WASTE SYSTEMS INC 1,043.29 INVOICE AMOUNT * * TOTALS * * NO DISCOUNTS CHECK AMOUNT REGULAR CHECKS: 30 55,586.01 0.00 55,586.01 HAND CHECKS: 0 0.00 0.00 0.00 180,432.62 0.00 DRAFTS: 12 180,432.62 205,234.54 0.00 EFT: 69 205,234.54 NON CHECKS: 0.00 0.00 0.00 0 VOID CHECKS: 0 VOID DEBITS 0.00 VOID CREDITS 0.00 0.00 0.00 TOTAL ERRORS: 0 NO INVOICE AMOUNT DISCOUNTS CHECK AMOUNT VENDOR SET: 99 BANK: 80144 TOTALS: 441,253.17 441,253.17 111 0.00 BANK: 80144 TOTALS: 111 441,253.17 0.00 441,253.17

441,253.17

0.00

441,253.17

111

| Passed and approved this 12 th | day of May, 2020. | |
|---|-------------------|--|
| | | |
| | Dawn McNay, Mayor | |
| ATTEST: | | |
| Tammy Nagel City Clerk | | |



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: May 7, 2020

SUBJECT: May 12, 2020 Agenda Item

THF, LLC request

Crawford County native Colby Terlip, owner of THF, LLC, dba Sunflower Hemp Company, has announced plans to own and operate a 20,000 square foot GMP (Good Manufacturing Practice) certified biomass extraction/processing facility in Pittsburg's northeast industrial park. The business would be located in a long vacant building at 3002 North Rotary Terrace.

Sunflower Hemp Company would provide wholesale hemp CBD oil extracts to service the rapidly growing CBD industry. Sunflower Hemp will initially refine crude oil into purified extracts but plans to expand into extraction and cultivation in the near future. Mr. Terlip will invest over \$1 million in private funds and estimates job creation of ten new positions in the first year, with an additional five positions expected by year three.

As the building's size is over 12,000 square feet, City codes will require the facility to feature a fire suppression (sprinkler) system. Mr. Terlip is proposing additional safety standard equipment to include a fire monitoring system, laboratory fume hoods and flammable storage cabinets. Mr. Terlip estimates these improvements will cost \$110,000 and has made application to the Revolving Loan Fund for assistance in the form of a non-repayable grant. This investment represents a value of roughly 10% of the total project cost.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 12, 2020. Action being requested is the approval or denial of Mr. Terlip's request and, if approved, authorize the Mayor to sign the appropriate documents.



| THF LLC, dba Sunflower Hemp Co. | 03/26/2020 |
|---|--|
| Name of Applicant Firm | Date of Request |
| 3002 N Rotary Terrace, Pittsburg, KS | 620-249-5141 |
| Firm Address | Firm Phone Number |
| Names and addresses of all persons or applicant or personal guarantors of loar Colby Terlip | corporation who would be obligated as either as: 4101 W Huntington Dr, Apt 6203, Roge |
| Name | Address |
| Actional Sections Add Rat Confirming and a | 나타하지 열심이 바닷컴에 하는 경험을 되었다. 그렇게 되는 것이 같아 없다. |
| Name Land Apple before | Address |
| to me chasting applied | |
| Names and addresses of the principal of | officers and directors of the applicant: |
| Colby Terlip | Same as above |
| Name TOTAL GLI | Address 160,000 |
| Name | Address |
| Name | Address |
| | ost-processing as a bulk ingredient supplier |
| en en angelemekeng menginkabbbek ketho Tinan mengeberah ngan menginkabbbek ketho | Cally of Adiabating Parameters and Adiabatic Commence of the C |
| The products to be assembled or manuf | |
| BD post-processing, CBD crude oil will I | actured or service to be rendered: be further refined into distillate (full spectrum oi |
| olate, and THC remediated distillate (bro | oad spectrum oil) to be sold as bulk ingredients |
| | |
| ke Knight, Reynolds Law Firm | 620-223-1818 |
| Applicant's Attorney | Phone Number |
| The second comment of | |
| Applicant's Financial Advisor | Phone Number |

| 9. | Jess Myers, BKD | | 417-624-1068 | 5 | |
|----------------|--|------|--------------|------|----------------------------|
| | Applicant's Accountant | | Phone Num | ber | |
| 10. | Estimated amount of loan: | \$ | 110,000 | | |
| 11. | Number of years to retire loan: | | | | |
| 12. | List previous loans and credit references: | | | | |
| | | | | | |
| USE | OF LOAN PROCEEDS | | | | |
| 1. | Amount requested for purchase of land: | | | \$ | |
| 2. | Amount requested for land improvements (I | oldg | s): | \$ | 70,000 |
| 3. | Amount requested for machinery and equip | me | nt: | \$ | 40,000 |
| 4. | Capitalized debt service: | | | \$ | |
| 5. | Loan closing costs: | | | \$ | |
| 6. | Working capital: | | | \$ | |
| 7. | Other (specify) | | | \$ | |
| | TOTAL REQUE | ST: | | \$ | 110,000 |
| 1. 2. 3. | N PROPOSAL Will the loan refinance an existing project? Will the loan proceeds be used to expand o Is the applicant presently located in the City | | | ng | facility? |
| 4. | What type and size of building will be constr | ruct | ed? | | |
| | Name and address of contractor and/or arcl Dwight Brennfoerder, Brennefoerder Architec | | | 17- | 623-0244 |
| _ | | | | | |
| | Abe a adaption time a migitodit | | | | nd monitoring system, |
| 4.00 | afety equipment for operation of the process 3-10) flammable storage cabinets of varying | _ | | as (| 6) laboratory fume hoods a |

| | (b) Describe nature of the competition: none |
|-----|---|
| | |
| LOA | N ANALYSIS |
| 1. | Has a financial advisor submitted an analysis indicating the need for the loan, the advisability of the loan or benefit to the applicant of the loan? |
| | (If yes, attach a copy to this application.) |
| 2. | Has additional financing, whether internally generated or through other loans, been arranged? (If yes, explain on an attached sheet) |
| 3. | Has the applicant investigated conventional financing? |
| PRO | POSED LOCATION |
| 1. | Location of the proposed facility: 3002 N Rotary Terrace, Pittsburg, KS |
| 2. | If the facility is a proposed expansion or replacement of another plant, state size and location of current operations: Existing Building |
| | 上海,最后还是在一次的大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大 |

| | 5. | If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application: |
|------|-----------|--|
| | | |
| | 6. | If unusual demands for water or sewer services or police or fire protection will be made, specify the demands: |
| | | |
| VI. | <u>OV</u> | /NERSHIP AND MANAGEMENT |
| | 1. | Describe the organizational structure of applicant (proprietorship, partnership, subsidiary, corporation, etc.): |
| | | Single Member LLC |
| | | Note relationship to a parent company: |
| | 2. | What portion of the project is being financed from other company funds (in addition to this loan)? |
| | | \$ 1,000,000 Please explain THF LLC will be putting \$1,000,000 of its own money into the |
| 7 | | project to get it going and probability and property and the second seco |
| | | to react the crisical state for the release to the second constitution for the second constitution of |
| | 3. | Describe all threatened or outstanding litigation none |
| | 4. | Attach proforma statements for the first three (3) years of operation after issuance of the loan, including revenue projections, operating expense projections and a debt amortization schedule. |
| VII. | ME | EASURE OF ECONOMIC GROWTH AND BENEFIT |
| | 1. | What dollar amount of sales is contemplated? \$3.6 million |
| | 2. | What percentage of sales will be sold locally? |
| | 2. | What percentage of sales will be sold locally? |

| How ma | any people will the pro | eject employ: |
|--------------------|--|---|
| Type: | Professional | 2 |
| | Technical | 6 |
| | Clerical | 2 |
| | General Labor | April 1 April |
| Number location | | mployees at applicant's present new business |
| What is | ratio of loan fund doll | ars to jobs created? |
| | of applicant's financia or an authorized office | I statements for the past three years certified as correct by r. |
| Applica | nt's most recent annu | al or quarterly financial report. |
| Interim | financial statements, t | to date, for the current fiscal year. |
| | al statements, current d Public Accountant o | to date, for each personal guarantor, on forms, certified by r the guarantor. |
| | of both federal and sta or during the past thre | ate income tax returns filed by applicant and each personal se years. |
| In certai | n cases, due to the si | ze of the loan, audited financials may be required. |
| Comple | ted business plan with | n three year financial projections. |
| Loan (if | approved) must be pe | ersonally guaranteed. |
| | | dditional financial data shall be required if requested by |

VIII.

IX.

X.

COMMISSION.

Attached hereto is a copy of the Collateral Requirements for the Economic Development Revolving Loan Fund (Sales Tax) for informational purposes. HOWEVER, APPLICANT ACKNOWLEDGES AND AGREES THAT SAID REQUIREMENTS AS WELL AS THIS

APPLICATION ARE A SET OF GUIDELINES AND ANY OF THE PROVISIONS STATED THEREIN MAY BE WAIVED OR ADDED TO AT THE DISCRETION OF THE PITTSBURG CITY

| 12-187 et. seq. AND AMENDMENTS THE | ALTO, AT AIRT TIME. |
|------------------------------------|---------------------|
| Colby Terlip | 03/26/2020 |
| Signature | Date |

Title

EACH APPLICANT ALSO EXPRESSLY AGREES AND UNDERSTANDS THAT THE CITY'S MONETARY PLEDGE OF MONIES FROM THE FUND AND COMMITMENTS MADE IN ANY AGREEMENT SHALL BE CONTINGENT UPON THE CITY CONTINUING TO COLLECT THE



SUNFLOWER HEMP CO.

Executive Summary

Sunflower Hemp Co. will be providing wholesale hemp CBD oil extracts as ingredients to service the exploding CBD industry. Sunflower Hemp will initially refine crude oil into purified extracts but plans to expand into extraction and cultivation in the near future.

Main Goals:

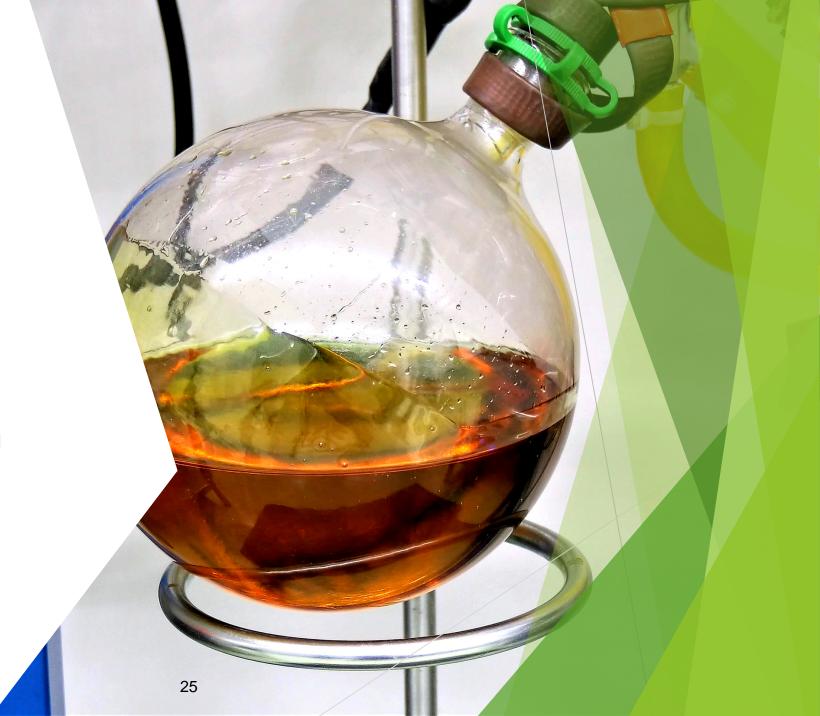
Own and operate 20,000 sq.ft. GMP certified biomass extraction/processing facilities in Pittsburg, KS.

To produce high-grade CBD crude oil & distillate and build a recognizable brand in a rapidly growing industry.

To be fully compliant with all state and local municipalities and be primed and ready for expansion as federal laws adjust and evolve to the benefit of the hemp industry. To become a regional industry-leader in the blossoming extraction industry.

Executive Summary

- ▶ Products & Services
- ► Initial products will be CBD extracts to include Full Spectrum Distillate, T-free Broad-Spectrum Distillate and Isolate.
- ▶ Year two plans include adding hemp extraction and cultivation capabilities and branded pet item.
- ► Year three plans include adding CBD and THC potency levels testing facilities.





Labor

Over the course of it's first full year in operation Sunflower Hemp plans to hire the following roles:

- Lab Manager (2)
- Lab Techs (6)
- Facility Techs (1)
- Admin/Logistics (1)
- Sales support (TBD)

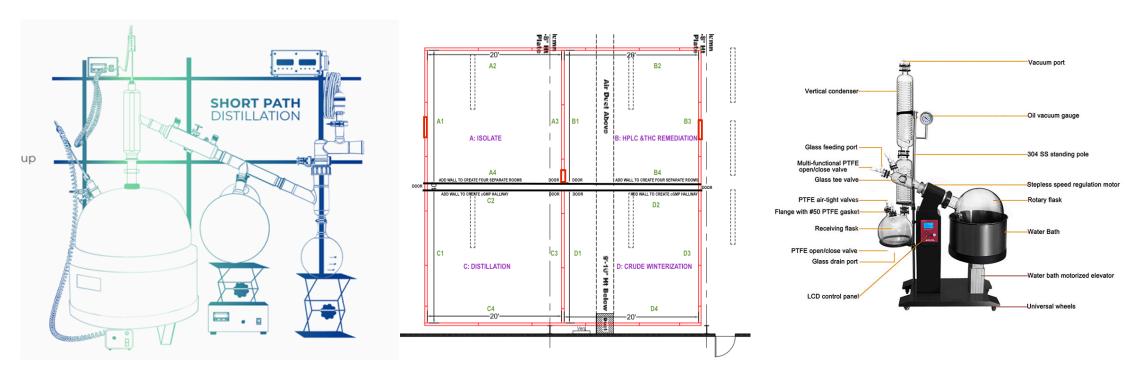
Over the next three years as capabilities are added Sunflower plans to add the following roles:

- ►Extraction Manager (1)
- ►Extraction Techs (2)
- ▶Farm Manager (1)
- ▶Farm Labor (TBD)
- ►Admin Support (TBD)
- ►QC Manager (1)

Capital Investment

Sunflower will initially put \$1 million of its own funds into the business to get it off the ground.

Sunflower has already purchased close to \$400,000 in equipment and has made building improvements in updating existing office space and prepping the floor for the anticipated post-processing space.

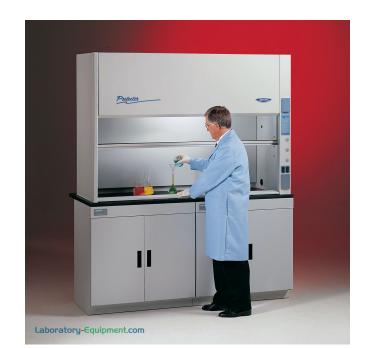


Additional Funding

Sunflower is seeking additional funds for building improvements and safety equipment. Both are vital to the standard operation of our facility and the safety of our employees.

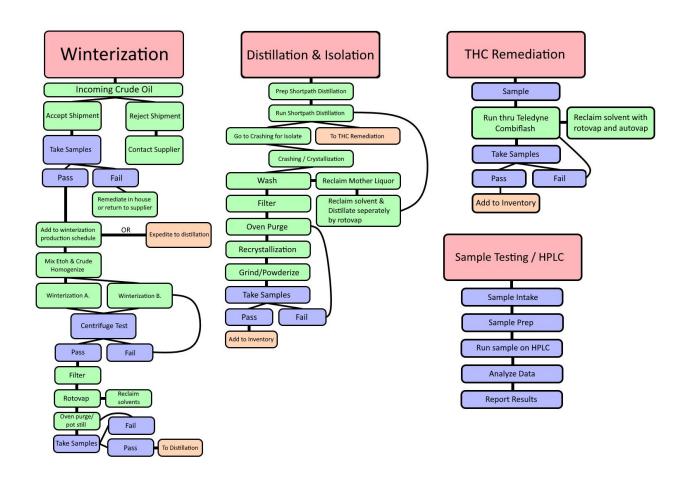
Our location requires an automated sprinkler system and fire monitoring system to be installed due to standard fire code requirements for the size of the building and the nature of our business.

We are also seeking funds for standard safety equipment for our daily operations. This includes items such as laboratory fume hoods and flammable storage cabinets.











DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170 www.pittks.org

Interoffice Memorandum

TO: DARON HALL

City Manager

FROM: CAMERON ALDEN, Public Works Director

DATE: May 5, 2020

SUBJECT: Agenda Item – May 12, 2020

CARES Grant Agreement Grant No. 3-20-0069-019-2020

Airports, even General Aviation airports that don't have passenger service, have seen a significant drop in usage with the outbreak of COVID-19 and the various stay at home orders that have been issued in most states. In an effort to offset the impacts, the federal government included funding to help ensure that the airports will remain viable until air traffic picks up. As part of the federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Pittsburg's Atkinson Municipal Airport has been awarded up to \$69,000.00 to be used for allowable operational costs at the airport. Staff recommends entering into the agreement with the FAA for the CARES Act grant.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 12, 2020. Action being requested is approval or denial of staff recommendation to enter into the agreement with the FAA and, if approved, authorize the Mayor to sign the appropriate documents.

Attachments: Agreement



U.S. Department of Transportation Federal Aviation Administration

Airports Division Central Region Iowa, Kansas, Missouri, Nebraska FAA ACE-600 901 Locust Kansas City, MO 64106

May 1, 2020

Mr. Cameron Alden Director of Public Works Atkinson Municipal Airport 201 W. 4th Street Pittsburg, KS 66762

Dear Mr. Alden:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-20-0069-019-2020 for Atkinson Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions 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 June 1**st, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be automatically routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, the FAA will email a copy of the executed grant to all parties.

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. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

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 you have drawn down all funds and uploaded the required documents to Delphi, please email me to close the grant. I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Jason Knipp Kansas State Planner



CARES ACT AIRPORT GRANT AGREEMENT

Federal Award Offer Date May 3, 2020 Airport/Planning Area CARES Grant Number Unique Entity Identifier O30662175

TO: City of Pittsburg

(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 20, 2020, for a grant of Federal funds at or associated with the Atkinson Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the **Atkinson Municipal Airport** (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to **Atkinson Municipal** incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) 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 Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

- 1. <u>Maximum Obligation</u>. The maximum obligation of the United States payable under this Offer is \$69,000.00.
- 2. <u>Period of Performance</u>. The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

- **3.** <u>Unallowable Costs</u>. The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
- 4. <u>Indirect Costs Sponsor</u>. The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
- 5. Final Federal Share of Costs. The United States' share of allowable Grant costs is 100%.
- 6. Completing the Grant without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
- 7. <u>Amendments or Withdrawals before Grant Acceptance</u>. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 1st, 2020, or such subsequent date as may be prescribed in writing by the FAA.
- 9. <u>Improper Use of Federal Funds</u>. 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, including uses that violate this Grant Agreement, the CARES Act or

other provision of applicable law. 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(s). 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.

- 10. <u>United States Not Liable for Damage or Injury</u>. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier 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).
- **12.** <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- **13.** <u>Financial Reporting and Payment Requirements</u>. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 14. <u>Buy American</u>. 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 expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
- **15.** <u>Audits for Private Sponsors</u>. When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
- 16. <u>Audits for Public Sponsors</u>. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
- **17.** <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or

- 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) 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 this 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. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —
- 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- 2. Procure a commercial sex act during the period of time that the award is in effect; or
- 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
- 1. Is determined to have violated a prohibition in paragraph A of this award term; or
- Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.

- 4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

- A. Prohibition of Reprisals -
- 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
- 3. Submission of Complaint A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- 4. Time Limitation for Submittal of a Complaint A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- 5. Required Actions of the Inspector General Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- 6. Assumption of Rights to Civil Remedy Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- **21.** <u>Limitations.</u> Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

- 22. ARFF and SRE Equipment and Vehicles. The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
- **23.** Equipment or Vehicle Replacement. The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
- 24. Off-Airport Storage of ARFF Vehicle. The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
- **25.** <u>Equipment Acquisition</u>. The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
- **26.** <u>Utilities Proration</u>. For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
- 27. <u>Utility Relocation in Grant</u>. The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant 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 CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, 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 Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. Dated City of Pittsburg (Name of Sponsor) (Signature of Sponsor's Authorized Official) By: (Typed Name of Sponsor's Authorized Official) Title: (Title of Sponsor's Authorized Official

CERTIFICATE OF SPONSOR'S ATTORNEY

١,

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

| | Ву: | | | |
|--|-----|-----|---|-----|
| | | Ву: | - | By: |

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

- 1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. 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.
- 2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

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

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 Grant including but not limited to the following:

FEDERAL LEGISLATION

- Federal Fair Labor Standards Act 29 U.S.C. 201, et seq.
- b. Hatch Act 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 Section 102(a) 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 29 U.S.C. 794.
- I. 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).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.
- x. 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

- a. Executive Order 11246 Equal Employment Opportunity
- 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
- f. Executive Order 12898 Environmental Justice
- g. Executive Order 13788 Buy American and Hire American
- h. Executive Order 13858 Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- 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.
- c. 2 CFR Part 1200 Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 Procedures for predetermination of wage rates.
- g. 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.
- h. 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).
- i. 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- 49 CFR Part 20 New restrictions on lobbying.

- k. 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.
- 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 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.
- o. 49 CFR Part 32 Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 Seismic safety of Federal and Federally assisted or regulated new building construction.

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.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

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 grant; that an official decision has been made by 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 Grant 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. Good Title.

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.

4. 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. 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 this Grant Agreement.
- c. 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 and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. 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 Grant 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.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended 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(s) subject to this agreement and all applicable addendums.

8. 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. 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.

9. 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 Part 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.
- 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.
- 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.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant 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 for 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."

- d. 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, grant, or program; and
 - For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. 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, subgrantees, 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.
- f. 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.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that 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.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micropurchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170 www.pittks.org

Interoffice Memorandum

TO: DARON HALL

City Manager

FROM: CAMERON ALDEN, Public Works Director

MATT BACON, Utilities Director

QUENTIN HOLMES, Housing & Community Development Director

DATE: May 5, 2020

SUBJECT: Agenda Item – May 12, 2020

Silverback Lift Station Electricity Request

As Pittsburg continues to develop business and housing opportunities along the Centennial east corridor, it's essential to ensure that the appropriate infrastructure is in place to serve these developments. The developer is constructing a new lift station to serve the Silverback Landing subdivision. The new lift station will require three-phase power to run the pumps. The electricity to power this lift station must be extended from Centennial Drive to the lift station. Evergy will charge the City \$61,021.00 for the power line and the City would be responsible for the cost of installing the conduit to carry the three-phase power.

After reviewing the plans and specifications for the three-phase conduit, City Staff negotiated with the City's on-call drilling contractor and an approved Evergy contractor, Jim Radell Construction Co. Inc. of Pittsburg, Kansas. The proposed cost is \$33,926.60 to install the 4-inch PVC conduit for the three-phase power, placement of six (6) pads, nine (9) junction boxes and trenching for underground power to the streetlights along Silverback Way leading up to the subdivision. Approximately \$3,600 of the total cost would be for the street lighting. With the depth of bury required for the conduit and the need for directional drilling in several locations, staff recommends proceeding with Jim Radell Construction Co. Inc. to perform the work proposed so that Evergy can install its powerline to feed the lift station.

On May 6, 2020, the Economic Development Advisory Committee (EDAC) considered the request to provide \$94,947.60 from the Revolving Loan Fund for the project. The EDAC felt it was an appropriate economic development expenditure and voted unanimously to recommend approval from the City Commission. Evergy will receive \$61,021 for their work and Radell would be paid \$33,926.60 for their work upon installing the conduit and trenching for Evergy's lines.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 12, 2020. Action being requested is approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.

City of Pittsburg, Kansas 2020 Budget Recap As of April 30, 2020 33.33% of Fiscal Year has passed

| | Revenues | | | | Expenditures | | | | |
|----------------------------|---|------------------------|--------------------------------|---------------------|------------------------|--------------------------------|-----------------|--------------|--|
| Budgeted Funds | Un-Encumbered Cash Balance 1/1/2020 | Adopted Budget 2020 | Y-T-D Revenues 4/30/2020 | Percent Received | Adopted Budget 2020 | Y-T-D Expenses 4/30/2020 | Percent Used | Y-T-D Net | Un-Encumbered Cash Balance 4/30/2020 |
| General Fund | \$ 6,016,890 | \$ 24,726,540 | \$ 9,102,429 | 36.81% | \$ 22,784,484 \$ | 7,774,617 | 34.12% | \$ 1,327,812 | \$ 7,344,702 |
| Public Library | 282,411 | 933,705 | 506,095 | 54.20% | 914,903 | 289,368 | 31.63% | 216,727 | 499,138 |
| Public Library Annuity | 166,897 | 3,000 | 472 | 15.73% | - | - | 0.00% | 472 | 167,369 |
| Special Alcohol & Drug | 30,754 | 110,000 | 28,403 | 25.82% | 116,000 | 46,579 | 40.15% | (18,176) | 12,578 |
| Special Parks & Recreation | - | 110,000 | 28,403 | 25.82% | 110,000 | 28,403 | 25.82% | - | - |
| Street & Highway | 175,493 | 1,029,000 | 458,871 | 44.59% | 1,048,731 | 326,132 | 31.10% | 132,739 | 308,232 |
| Street & Highway Sales Tax | 966,736 | 2,175,910 | 719,327 | 33.06% | 2,545,800 | 695,049 | 27.30% | 24,278 | 991,014 |
| Section 8 Housing | 8,968 | 1,563,335 | 510,342 | 32.64% | 1,565,992 | 512,300 | 32.71% | (1,958) | 7,010 |
| Revolving Loan Fund | 2,505,037 | 1,277,588 | 366,679 | 28.70% | 716,757 | 283,381 | 39.54% | 83,298 | 2,588,335 |
| Debt Service | 901,542 | 3,678,598 | 1,352,884 | 36.78% | 3,574,802 | 602,167 | 16.84% | 750,717 | 1,652,259 |
| Public Utilities | 3,557,761 | 8,282,893 | 2,763,255 | 33.36% | 8,585,458 | 3,040,717 | 35.42% | (277,462) | 3,280,299 |
| Stormwater | 964,454 | 858,111 | 285,238 | 33.24% | 993,724 | 640,114 | 64.42% | (354,876) | 609,578 |
| Totals | \$ 15,576,943 | \$ 44,748,680 | \$ 16,122,398 | 36.03% | \$ 42,956,651 \$ | 14,238,827 | 33.15% | \$ 1,883,571 | \$ 17,460,514 |

^{*}Sales Tax collections are up 0.37% compared to same period in 2019