Table of Contents

Approval of the Appropriation Ordinance for the period ending September 13, 2016 subject to the release of HUD expenditures when funds are received.

REAL ESTATE SALES CONTRACT - ARVEST BANK - Consider approval of a Real Estate Sales Contract between the City of Pittsburg and Arvest Bank, in which Arvest Bank will purchase from the City 1.23 acres of real estate located in the Pittsburg Research and Development Park for a total purchase price of $278,000.

FAA GRANT AGREEMENT FOR THE EXTENSION OF RUNWAY 16-34 - Consider staff request to accept a grant in the amount of $1,217,581.00 from the Federal Aviation Administration to construct an extension of Runway 16-34 by 600 feet to bring the total length of the runway to 6,100 feet, construction of a new turnaround, and related runway lighting improvements.

RESOLUTION NO. 1188 - Consider approval of Resolution No. 1188, adopting and approving the proposed Capital Improvements Program (CIP) for the years 2017-2021.

RESOLUTION NO. 1189 - Consider approval of Resolution No. 1189, amending Resolution No. 1187, authorizing and providing for the public sale of General Obligation Bonds, Series 2016A and Taxable General Obligation Bonds, Series 2016B of the City of Pittsburg, Kansas, setting forth the details of said sale; and providing for the giving of notice thereof.

ORDINANCE NO. S-1036 - Consider approval of Ordinance No. S-1036, levying and assessing special assessments to pay the cost of paving and constructing certain sanitary sewerage improvements, waterline improvements and storm sewer improvements both within and without the city limits of City of Pittsburg, Kansas, with the appropriate appurtenances as further set forth herein.

ORDINANCE NO. S-1037 - Consider approval of Ordinance No. S-1037, levying and assessing special assessments to pay the cost of paving and constructing the North Walnut Street extension in the City of Pittsburg, Kansas, with the appropriate appurtenances as further set forth herein.

Finance Director Jamie Clarkson will provide the August 31, 2016 bi-monthly budget review.

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

a. Approval of the August 23, 2016, City Commission Meeting minutes.

b. Approval of Change Order No. 2 reflecting a decrease of $12,747.75 making a new contract construction amount of $158,172.90 and final payment in the amount of $50,379.36 to Heckert Construction Co., Inc., of Pittsburg, Kansas, for the Rouse Street Resurfacing Project from the KCS Railroad to Quincy Street and Miscellaneous Milling.

c. Approval of staff request to accept Assistance to Firefighters Grants (AFG) through FEMA in the amount of $13,139 for the purchase of physical fitness equipment (City's contribution $1,312) and $45,908 for the purchase of ten mobile repeaters (City's contribution $4,592) and to waive the formal bid process for the purchases associated with the grant funding.

d. Approval of the renewal of a no fee lease providing the FAA 21 square feet of space in the Administration Building at the Atkinson Municipal Airport to store Radio Communications Outlet (RCO) equipment for a 5-year term beginning October 1, 2016, and authorize the Mayor to sign the lease on behalf of the City.

e. Approval of Change Orders No. 1 and No. 2 to Emery Sapp and Sons of Springfield, MO for the Airport Mill and Overlay Project reflecting a net increase of $85,511.55 to the construction cost making a new contract construction amount of $1,036,154.55 with the City's share of the net change order being an additional $8,551.16 to the contract.

f. Approval of the appointment of John Ketterman, Michael Gray, Chuck Munsell, and Daron Hall as voting delegates and Jay Byers and Tammy Nagel as alternate voting delegates to represent the City at the League of Kansas Municipalities Annual Meeting scheduled for October 8th through 10th, 2016, in Overland Park, Kansas.

g. Approval of staff recommendation to forgive the 2016 loan payment in the amount of $110,052.99 for the Community Health Center of Southeast Kansas, as the required thresholds for forgiveness have been met, and authorize the Mayor to sign the appropriate documents on behalf of the City.

h. Approval of the Appropriation Ordinance for the period ending September 13, 2016 subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

PUBLIC HEARING:

a. PUBLIC HEARING – INDUSTRIAL REVENUE BONDS – KENDALL PACKAGING CORPORATION - The City of Pittsburg advertised for a Public Hearing to be held on September 13th, 2016, at the City Commission Meeting, commencing at 5:30 p.m. in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, to consider the request submitted by Kendall Packaging Corporation, for the issuance by the City of its Industrial Revenue Bonds in an aggregate principal amount not to exceed $10,000,000 for the purpose of financing the expansion and equipping of the existing manufacturing facility owned by Kendall Packaging Corporation located at 1901 E. 27th Street Terrace. **Following Public Hearing, approve or disapprove issuance of Industrial Revenue Bonds.**

CONSIDER THE FOLLOWING:

a. REAL ESTATE SALES CONTRACT - ARVEST BANK - Consider approval of a Real Estate Sales Contract between the City of Pittsburg and Arvest Bank, in which Arvest Bank will purchase from the City 1.23 acres of real estate located in the Pittsburg Research and Development Park for a total purchase price of $278,000. **Approve or disapprove Real Estate Sales Contract and, if approved, authorize the Mayor to sign the contract on behalf of the City.**

b. FAA GRANT AGREEMENT FOR THE EXTENSION OF RUNWAY 16-34 - Consider staff request to accept a grant in the amount of $1,217,581.00 from the Federal Aviation Administration to construct an extension of Runway 16-34 by 600 feet to bring the total length of the runway to 6,100 feet, construction of a new turnaround, and related runway lighting improvements. **Approve or disapprove request and, if approved, authorize the Mayor to sign the grant documents on behalf of the City.**

c. RESOLUTION NO. 1188 - Consider approval of Resolution No. 1188, adopting and approving the proposed Capital Improvements Program (CIP) for the years 2017-2021. **Approve or disapprove Resolution No. 1188 and, if approved authorize the Mayor to sign the Resolution on behalf of the City.**

d. RESOLUTION NO. 1189 - Consider approval of Resolution No. 1189, amending Resolution No. 1187, authorizing and providing for the public sale of General Obligation Bonds, Series 2016A and Taxable General Obligation Bonds, Series 2016B of the City of Pittsburg, Kansas, setting forth the details of said sale; and providing for the giving of notice thereof. **Approve or disapprove Resolution No. 1189 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

e. ORDINANCE NO. S-1036 - Consider approval of Ordinance No. S-1036, levying and assessing special assessments to pay the cost of paving and constructing certain sanitary sewerage improvements, waterline improvements and storm sewer improvements both within and without the city limits of City of Pittsburg, Kansas, with the appropriate appurtenances as further set forth herein. **Approve or disapprove Ordinance No. S-1036 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

f. ORDINANCE NO. S-1037 - Consider approval of Ordinance No. S-1037, levying and assessing special assessments to pay the cost of paving and constructing the North Walnut Street extension in the City of Pittsburg, Kansas, with the appropriate appurtenances as further set forth herein. **Approve or disapprove Ordinance No. S-1037 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

a. Finance Director Jamie Clarkson will provide the August 31, 2016 bi-monthly budget review.

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
August 23rd, 2016

A Regular Session of the Board of Commissioners was held at 5:34 p.m. on Tuesday, August 23rd, 2016, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor John Ketterman presiding and the following members present: Chuck Munsell and Monica Murnan. Commissioner Jeremy Johnson participated by phone. Commissioner Michael Gray was absent.

Pete Mayo of Via Christi provided the invocation.

Mayor Ketterman led the flag salute.

APPROVAL OF MINUTES – AUGUST 9th, 2016 - On motion of Murnan, seconded by Munsell, the Governing Body approved the August 9th, 2016, City Commission Meeting minutes as submitted. Motion carried. Absent: Gray.

QUIT CLAIM DEED – On motion of Murnan, seconded by Munsell, the Governing Body approved a Quit Claim Deed transferring twenty-two properties from the City to the Pittsburg Land Bank and authorized the Mayor and City Clerk to execute the Deed on behalf of the City. Motion carried. Absent: Gray.

DISPOSITION OF BIDS – CONCRETE REPAIR PROJECT – On motion of Murnan, seconded by Munsell, the Governing Body awarded the bid for the Concrete Repair 2016 Project to Treiber Finishing, of St. Paul, Kansas, based on their bid of $62,895.00 and authorized the Mayor and City Clerk to execute the contract documents when prepared. Motion carried. Absent: Gray.

KLINK AGREEMENT – On motion of Murnan, seconded by Munsell, the Governing Body approved Agreement No. 327-16 between the City of Pittsburg and the Secretary of Transportation to participate in funding of a KLINK street resurfacing project on K-126 (4th Street) from the KCS Overpass to Free King Highway, KDOT Project No 126-19 U-0699-01, based on a 50% State/50% Local grant with the State's share not to exceed $300,000 and authorized the Mayor and City Clerk to execute the agreement on behalf of the City. Motion carried. Absent: Gray.

APPROPRIATION ORDINANCE – On motion of Murnan, seconded by Munsell, the Governing Body approved the Appropriation Ordinance for the period ending August 23rd, 2016, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Johnson, Ketterman, Munsell and Murnan. Motion carried. Absent: Gray.

WWTP LEGACY CONTROL SYSTEM UPGRADE – On motion of Murnan, seconded by Munsell, the Governing Body approved Change Order No. 8 (108T) reflecting an increase of $122,520.00, making a new contract construction amount of $446,441.00, for the Wastewater Treatment Plant Legacy Control System Upgrade Project, subject to KDH&E approval and authorized the Mayor to sign the Change Order on behalf of the City. Motion carried. Absent: Gray.

PLAT - KANSAS CROSSING SUBDIVISION – On motion of Munsell, seconded by Murnan, the Governing Body approved the final plat of the Kansas Crossing Subdivision and authorized the Mayor and City Clerk to sign the plat on behalf of the City. Motion carried. Absent: Gray.

PLAT - MILLER ADDITION – On motion of Murnan, seconded by Munsell, the Governing Body approved the final plat of the Miller Addition and authorized the Mayor and City Clerk to sign the plat on behalf of the City. Motion carried. Absent: Gray.

RESOLUTION NO. 1185 – On motion of Murnan, seconded by Munsell, the Governing Body approved Resolution No. 1185, authorizing the issuance of General Obligation Bonds in the amount of $6,500,000 to fund certain on-site and off-site water, sewer and storm water improvements for the Kansas Crossing Casino and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried. Absent: Gray.

PUBLIC IMPROVEMENT AGREEMENT - PITTSBURGT LLC – On motion of Murnan, seconded by Munsell, the Governing Body approved a Public Improvement Agreement between the City of Pittsburg and PittsburgT, LLC, to extend public utilities and a new roadway to access the Tractor Supply Company development and authorized the Mayor to sign the agreement on behalf of the City. Motion carried. Absent: Gray.

RESOLUTION NO. 1186 – On motion of Murnan, seconded by Munsell, the Governing Body approved Resolution No. 1186, authorizing the issuance of General Obligation Bonds in the amount of $255,000 to fund the extension of North Walnut Street between 28th Street and 29th Street and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried. Absent: Gray.

RESOLUTION NO. 1187 – On motion of Munsell, seconded by Murnan, the Governing Body approved Resolution No. 1187, authorizing and providing for the public sale of General Obligation Bonds, Series 2016A and Taxable General Obligation Bonds, Series 2016B of the City of Pittsburg, Kansas, setting forth the details of said sale; and providing for the giving of notice thereof and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried. Absent: Gray.

NON-AGENDA REPORTS AND REQUESTS –

DISPOSITION OF BIDS – On motion of Murnan, seconded by Munsell, the Governing Body awarded the bid for the purchase of 28 bullet proof vests to G.T. Distributors, Inc. of Austin, Texas, based on their low bid meeting specifications of $20,435.80 ($729.85 per vest) with $10,217.90 of the purchase to be funded from the Department of Justice Bullet Proof Vest Partnership and the remaining $10,217.90 to be funded from the Public Safety Sales Tax. Motion carried. Absent: Gray.

MEETING RECAP – City Manager Daron Hall reiterated that during this meeting, the Governing Body authorized nearly $12M in expenditures, with a large portion of the expenditures to be reimbursed to the City by the Kansas Crossing Casino and other local businesses and individuals. Mr. Hall noted that the projects approved are all part of a larger plan and would not have been possible without the hard work of City staff members and the positive relationships the City has with others.

AIRPORT GRANT – City Manager Daron Hall announced that the City has received a grant in the amount of $1.2M for improvements at the Atkinson Municipal Airport.

ADJOURNMENT: On motion of Murnan, seconded by Munsell, the Governing Body adjourned the meeting at 6:00 p.m. Motion carried. Absent: Gray.

John Ketterman, Mayor

ATTEST:

Tammy Nagel, City Clerk

City of Pittsburg — Land of Promise™

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
Director of Public Works

DATE: September 6, 2016

SUBJECT: Agenda Item – September 13, 2016
Final Payment and Change Order No. 2
Rouse Street Resurfacing Project
KCS Railroad to Quincy Street and Miscellaneous Milling

The contractor, Heckert Construction Company, Inc., of Pittsburg, has completed all work on the above-referenced project and is now requesting final payment. They have also submitted for consideration Change Order No. 2 reflecting a decrease of $12,747.75. This change order is for an adjustment in planned quantities on the project. This will bring the total project cost to $158,172.90 and make final payment to Heckert Construction Company, Inc. in the amount of $50,379.36.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 13th, 2016. Action necessary will be approval or disapproval of Change Order No. 2 and for final payment to Heckert 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. 2

City of **Pittsburg** Land of Promise ™

DEPARTMENT OF PUBLIC WORKS

201 W. 4th Street · Pittsburg KS 66762

PROJECT: ROUSE STREET RESURFACING PROJECT (KCS RAILROAD TO QUINCY STREET AND MISCELLANEOUS MILLING)

HECKERT CONSTRUCTION CO., INC.
746 EAST 520TH AVENUE
PITTSBURG, KANSAS 66762

PAY APPLICATION- FINAL
DATE: AUGUST 24, 2016

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	CHANGE QUANTITY	UNIT	UNIT COST	NEW CONTRACT AMOUNT	UNIT COMPLETE	VALUE
1	Mobilization	L.S.	1	$ 13,850.00	$ 13,850.00					1	$ 13,850.00
2	Traffic Control	L.S.	1	$ 2,520.00	$ 2,520.00					1	$ 2,520.00
3	Milling	S.Y.	21,710	$ 2.09	$ 45,373.90					21710	$ 45,373.90
4	HMA Commercial Grade (Class A)	TONS	994	$ 52.25	$ 51,936.50	**-251**	**TONS**	**$52.25**	**$38,821.75**	1700	$ 88,825.00
5	Transporting Salvageable Material	L.S.	1	$ 1.00	$ 1.00					1	$ 1.00
6	Pavement Marking (Thermoplastic) (Yellow) (4")	L.F.	2,772	$ 0.60	$ 1,663.20	**208**	**L.F.**	**$0.60**	**$1,788.00**	3748	$ 2,248.80
7	Pavement Marking (Thermoplastic) (White) (6")	L.F.	690	$ 1.40	$ 966.00	**173**	**L.F.**	**$1.40**	**$1,208.20**	1353	$ 1,894.20
8	Pavement Marking (Thermoplastic) (White) (24")	L.F.	66	$ 10.00	$ 660.00					66	$ 660.00
9	Pavement Marking (Patterned Cold Plastic) (White) Railroad Kit	EACH	2	$ 1,400.00	$ 2,800.00					2	$ 2,800.00
						Original Contract Construction Amount					$ 119,770.60
						Value of Completed Work					$ 158,172.90
						Less 10% Retainage					$ -
						Less Previous Estimates					$ 107,793.54
						Total Deductions					$ 107,793.54
						Amount Due Contractor on this Estimate					$ 50,379.36

REQUESTED BY: Heckert Construction Company, Inc. (*please sign below*)

Peter J. Henneman [signature] DATE: August 30, 2016

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

Jacob Reagan [signature] DATE: Sept 1, 2016

APPROVED BY: Cameron Alden, Director of Public Works/ City Engineer, City of Pittsburg

Cameron Alden [signature] DATE: 09-01-16

ROUSE STREET RESURFACING PROJECT
(KCS RAILROAD TO QUINCY STREET AND MISC. MILLING)
Change Order No. 2

City of Pittsburg — Land of Promise

CONTRACTOR: Heckert Construction Co., Inc. — **Date:** August 24, 2016

746 E. 520th Avenue
Pittsburg, Kansas 66762

ORIGINAL CONTRACT CONSTRUCTION AMOUNT	$	119,770.60
CHANGE ORDER NO. 1 DATED 07-18-2016	$	51,150.05
CHANGE ORDER NO. 2 DATED 08-24-2016	$	(12,747.75)
NEW CONTRACT CONSTRUCTION AMOUNT	$	158,172.90

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
4	HMA Commercial Grade (Class A)	-251	Tons	$ 52.25	$ (13,114.75)
6	Pavement Marking (Thermoplastic) (Yellow) (4")	208	L.F.	$ 0.60	$ 124.80
7	Pavement Marking (Thermoplastic) (White) (6")	173	L.F.	$ 1.40	$ 242.20

TOTAL CHANGE ORDER NO. 2	$	(12,747.75)
NEW CONTRACT CONSTRUCTION AMOUNT	$	158,172.90
ENGINEERING AND INSPECTION (10%)	$	-
LEGAL AND ADMINISTRATIVE (5%)	$	-
NEW PROJECT TOTAL	$	158,172.90

ACCEPTED BY: HECKERT CONSTRUCTION CO., INC.

Peter J. Henneretter — DATE: August 30, 2016

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

Jacob Reagan — DATE: Sept 1, 2016

APPROVED BY: Cameron Alden, Director of Public Works/City Engineer, City of Pittsburg

Cameron Alden — DATE: 09-01-16

DATE OF APPROVAL BY CITY COMMISSION: ____________

DEPARTMENT OF PUBLIC WORKS

201 W. 4th Street • Pittsburg KS 66762

FINAL PAYMENT DUE CONTRACTOR

PROJECT:
ROUSE STREET RESURFACING, KCS RAILROAD TO QUINCY STREET AND MISC. MILLING

Date: August 24, 2016

CONTRACTOR: Heckert Construction Co., Inc.
746 E. 520th Avenue
Pittsburg, Kansas 66762

ORIGINAL CONTRACT CONSTRUCTION AMOUNT	$	119,770.60
CHANGE ORDER NO. 1 DATED 07-21-2016	$	51,150.05
CHANGE ORDER NO. 2 DATED 08-24-2016	$	(12,747.75)
TOTAL CONSTRUCTION COST	$	158,172.90
Less Previous Payments	$	107,793.54
BALANCE DUE CONTRACTOR (FINAL PAYMENT)	$	50,379.36

ACCEPTED BY: Heckert Construction Co., Inc.

Peter J. Fenimeter DATE: August 30, 2016

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

Jacob Reagan DATE: Sept 1, 2016

APPROVED BY: Cameron Alden, Director of Public Works/City Engineer, City of Pittsburg

Cameron Alden DATE: 09-01-16

DATE OF APPROVAL BY CITY COMMISSION:________________

HECKERT CONSTRUCTION CO., INC.

An Asphalt Paving Contractor

CONSENT OF SURETY TO REDUCTION IN OR RELEASE OF RETAINAGE

PROJECT: Rouse Street Resurfacing Project
KCS Railroad to Quincy Street and Misc. Milling

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

CONTRACT FOR: Rouse Street Resurfacing
CONTRACT DATE: June 16, 2016

In accordance with the provisions of Contract between the City of Pittsburg, Owner, and the Heckert Construction Company, Inc., Contractor, the West Bend Mutual Insurance Company, Surety on bond of Heckert Construction Company, Inc., hereby approves the release of retainage to the Contractor.

The Surety agrees that such total release of retainage to the Contractor shall not relieve the Surety of any of its obligations to the City of Pittsburg as set forth in said Surety's bond.

IN WITNESS WHEREOF, West Bend Mutual Insurance Company, the Surety has hereunto set its hand this day of
August 29 , 2016.

ATTEST: [signature]

(SEAL)

West Bend Mutual Insurance Company
Surety

[signature]
Signature of Authorized Representative David S. Salavitch

Attorney in fact
Title

746 E 520TH AVE.• PITTSBURG, KS 66762
PHONE: 620-231-6090 • FAX: 620-231-1733

WEST BEND
A MUTUAL INSURANCE COMPANY®

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

David S. Salavitch

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Five Million Dollars ($5,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest James J. Pauly

James J. Pauly
Secretary

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JOHN F. DUWELL NOTARY PUBLIC STATE OF WISCONSIN

John F. Duwell

John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 29th day of August, 2016

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Dale Kent

Dale J. Kent
Executive Vice President -
Chief Financial Officer

Notice: Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

8401 Greenway Blvd. Suite 1100 | P.O. Box 620976 | Middleton, WI 53562 | ph (608) 410-3410 | www.thesilverlining.com

HECKERT CONSTRUCTION CO., INC.

An Asphalt Paving Contractor

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

PROJECT: Rouse Street Resurfacing Project
KCS Railroad to Quincy Street
and Miscellaneous Milling

In accordance with the provisions of the above referenced project, 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
Crawford County

On this 6 day of September, 2016, before me, a Notary Public in and for the aforementioned County and State personally appeared

Charles Heckert.

To me known to be the identical person who executed the above statement.

Myranda Heckert.

Notary Public

My Commission Expires: 5/04/2017

Contractor: Heckert Construction Company, Inc.

By: Chad M. Heckert

Title: Pres.

Seal:

Myranda R. Heckert
Notary Public
State of Kansas
My Commission Expires 5/04/2017

The West Bend Mutual Insurance Company, Surety Company on bond for the above project hereby agrees 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 29th day of August, 2016.

(SEAL)

West Bend Mutual Insurance Company

David S. Salavitch.

Signature of Authorized Representative

ATTORNEY-IN-FACT

RESIDENT AGENT

746 E 520TH AVE. • PITTSBURG, KS 66762
PHONE: 620-231-6090 • FAX: 620-231-1733

WEST BEND
A MUTUAL INSURANCE COMPANY®

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

David S. Salavitch

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Five Million Dollars ($5,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest James J. Pauly

James J. Pauly
Secretary

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JOHN F. DUWELL NOTARY PUBLIC STATE OF WISCONSIN

John F. Duwell

John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission Is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 20th day of August, 2010

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Dale J. Kent
Executive Vice President -
Chief Financial Officer

Notice: Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

8401 Greenway Blvd. Suite 1100 | P.O. Box 620976 | Middleton, WI 53562 | ph (608) 410-3410 | www.thesilverlining.com

City of Pittsburg
Land of Promise
FIRE DEPARTMENT
911 West 4th Street
Pittsburg KS 66762
(620) 231-1870
www.pittks.org

INTEROFFICE MEMORANDUM

To: DARON HALL
City Manager

From: MIKE SIMONS
Fire Chief

Date: August 31, 2016

Subject: Agenda Item – September 13, 2016
Acceptance of grants from the AFG (Assistance to Firefighters Grant)

The Pittsburg Fire Department has been awarded two grants from the AFG (Assistance to Firefighters Grant) through FEMA. Both grants are a ninety percent / ten percent split with the City's obligation being ten percent. The following are the grants that were awarded:

- Physical fitness equipment for all three fire stations.
    - Heart related incidents are the leading cause of firefighter fatalities. This equipment is a continuation of the AFG's commitment to firefighter safety, wellness, and preparedness.
        - AFG grant contribution: $13,139.00
        - City's contribution: $ 1,312.00
        - Total amount of purchase: $14,451.00

- Mobile repeaters for all responding apparatus.
    - We have been experiencing significant issues with radio traffic since the FCC enforced narrow banding of our frequencies. This is especially true while operating inside structures. This has presented significant safety concerns during emergency operations when communication is most critical. This grant is for the purchase of 10 (ten) mobile repeaters and associated equipment with one for each responding apparatus. They will increase our ability to communicate during critical responses.
        - AFG Grant contribution: $45,908.00
        - City's contribution: $ 4,592.00
        - Total amount of purchase: $50,500.00

Staff is requesting authorization to waive the formal bid process and procedures for these projects. Although the City's contribution to the purchases is below the requirements of the formal bid procedure, when considering the 90% AFG matching grant contribution, the purchases would normally require the formal bid process. Also, we are requiring that all installation, service, and maintenance of these repeaters be completed on site in order to minimize equipment needing to be removed from service during the installation process.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 13, 2016. Action being requested is to approve staff's recommendation to accept the two AFG grants and waive the formal bid process.

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

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
Director of Public Works

DATE: September 7, 2016

SUBJECT: Agenda Item – September 13, 2016
Lease for Radio Equipment – Airport Storage Room
Atkinson Municipal Airport

The City has leased the FAA a 21 square foot storage closet located in the administration building of the airport. This space is used to store the radio equipment owned by FAA and used by the pilots to communicate with the flight center prior to take off and landing. On May 24, 2011, the City Commission approved the leasing of this space at no fee to FAA. The 5 year term of that lease has expired and the City and FAA have worked on a lease renewal. The City Attorney has reviewed this lease for form.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 13, 2016. Action necessary will be approval or disapproval of this lease and, if approved, direct the Mayor to sign the lease on behalf of the City of Pittsburg.

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

Attachment: Lease

cc: Tammy Nagel, City Clerk
Bill Pyle, Airport Manager
Memo File

ANTENNA AND EQUIPMENT SPACE LEASE

Between

THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

And

CITY OF PITTSBURG, KANSAS

Lease No: DTFACN-16-L-00104
(PTS) RCO
Pittsburg, Kansas

This lease is entered into by and between the City of Pittsburg, whose address is 201 West 4th Street, Pittsburg, Kansas 66762, and whose interest in the property hereinafter described is that of owner, hereby referred to as Lessor, and the United States of America, hereinafter referred to as the Government or the FAA.

WITNESSETH: The parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

1. **DESCRIPTION** (10/96) – The Lessor hereby leases to the Government the following described premises: Approximately 21 square feet, more or less, on the first floor of the Administration building of Atkinson Municipal Airport, 3510 Airport Drive, Pittsburg, Kansas, 66762, and space for a 30-foot vertical non-tilt antenna pole near the building's northwest corner and an antenna junction box mounted to the exterior of the building adjacent to the pole, as shown on Floor Plan, identified as Exhibit "A," and Antenna Site, identified as Exhibit "B," attached hereto and made a part hereof, which shall be related to the FAA's activities in support of Air Traffic operations.

2. **TERM** (08/02) – To have and to hold, for the term commencing on October 1, 2016 and continuing through September 30, 2021 inclusive, provided that adequate appropriations are available from year to year for the payment of rentals.

3. **CANCELLATION** – The Government may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date. Should the Lessor cease operations at the Pittsburg Airport, Lessor will provide 180 days' written notice to the Government and the lease will be terminated at the conclusion of the 180 days.

4. **CONSIDERATION (NO COST)** (08/02) – The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of the facility upon the premises hereby leased.

5. **HOLDOVER** (07/14) – If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the leased premises.

6. **NON-RESTORATION** (10/96) – The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.

7. **SERVICES AND UTILITIES** (To be provided by Lessor as part of rent) (10/08) – Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.

   A. ELECTRICITY
   B. HVAC - 68 to 74 degrees Fahrenheit
   C. SNOW REMOVAL
   D. GROUND MAINTENANCE

8. **DAMAGE BY FIRE OR OTHER CASUALTY** (10/96) – If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenantable as determined by the Government, the Government may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

9. **MAINTENANCE OF THE PREMISES** (10/96) – The Lessor will maintain the demised premises, including the grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this lease, in good repair. The Lessor shall ensure that all hazards associated with electrical equipment are marked in accordance with OSHA and National Fire Protection Association (NFPA) 70 electrical code.

10. **FAILURE IN PERFORMANCE** (10/96) – In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including

administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the Government on this lease.

11. **CONTRACT DISPUTES** (11/03) –

A. All contract disputes arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

B. All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, SW, Room 323
Washington, DC 20591
Telephone: (202) 267-3290
Facsimile: (202) 267-3720

C. A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

D. The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

12. **INTERFERENCE** (10/08) – Should there be interference with the Lessor's facility due to the FAA operations, FAA shall correct the problem immediately. If the Lessor's facility interferes with FAA's equipment then the Lessor will correct the problem immediately.

13. **INSTALLATION OF ANTENNAS, CABLES AND OTHER APPURTENANCES** – Subject to the Lessor's approval, not to be unreasonably withheld, the Government shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

14. **HOLD HARMLESS** (10/96) – In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671. et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing

under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

15. **CLAUSES INCORPORATED BY REFERENCE**: The clauses identified below are incorporated by reference. The full text of these clauses can be found via the Internet at http://fast.faa.gov.

A. ANTI-KICKBACK (07/14)
B. ASSIGNMENT OF CLAIMS (10/96)
C. COMPLIANCE WITH APPLICABLE LAWS (10/96)
D. COVENANT AGAINST CONTINGENT FEES (08/02)
E. DEFAULT BY LESSOR (10/96)
F. EXAMINATION OF RECORDS (08/02)
G. INSPECTION (10/96)
H. LESSOR'S SUCCESSORS (10/96)
I. NO WAIVER (10/96)
J. OFFICIALS NOT TO BENEFIT (10/96)
K. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (07/14)

16. **NOTICES** (10/96) – All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

Lessor:
Director of Public Works
City of Pittsburg
201 West 4th Street
Pittsburg, Kansas 66762

Government:
Federal Aviation Administration
Real Estate & Utilities Group, ALO-720
10101 Hillwood Parkway
Fort Worth, Texas 76177

17. **ATTACHMENTS** –

Exhibit A, Floor Plan
Exhibit B, Antenna Site

IN WITNESS WHEREOF, the parties hereto have signed their names:

CITY OF PITTSBURG

By: ______________________________
John Ketterman, Mayor

UNITED STATES OF AMERICA

By: ____ ____________________
Jennifer W. Miller, Real Estate Contracting Officer Date

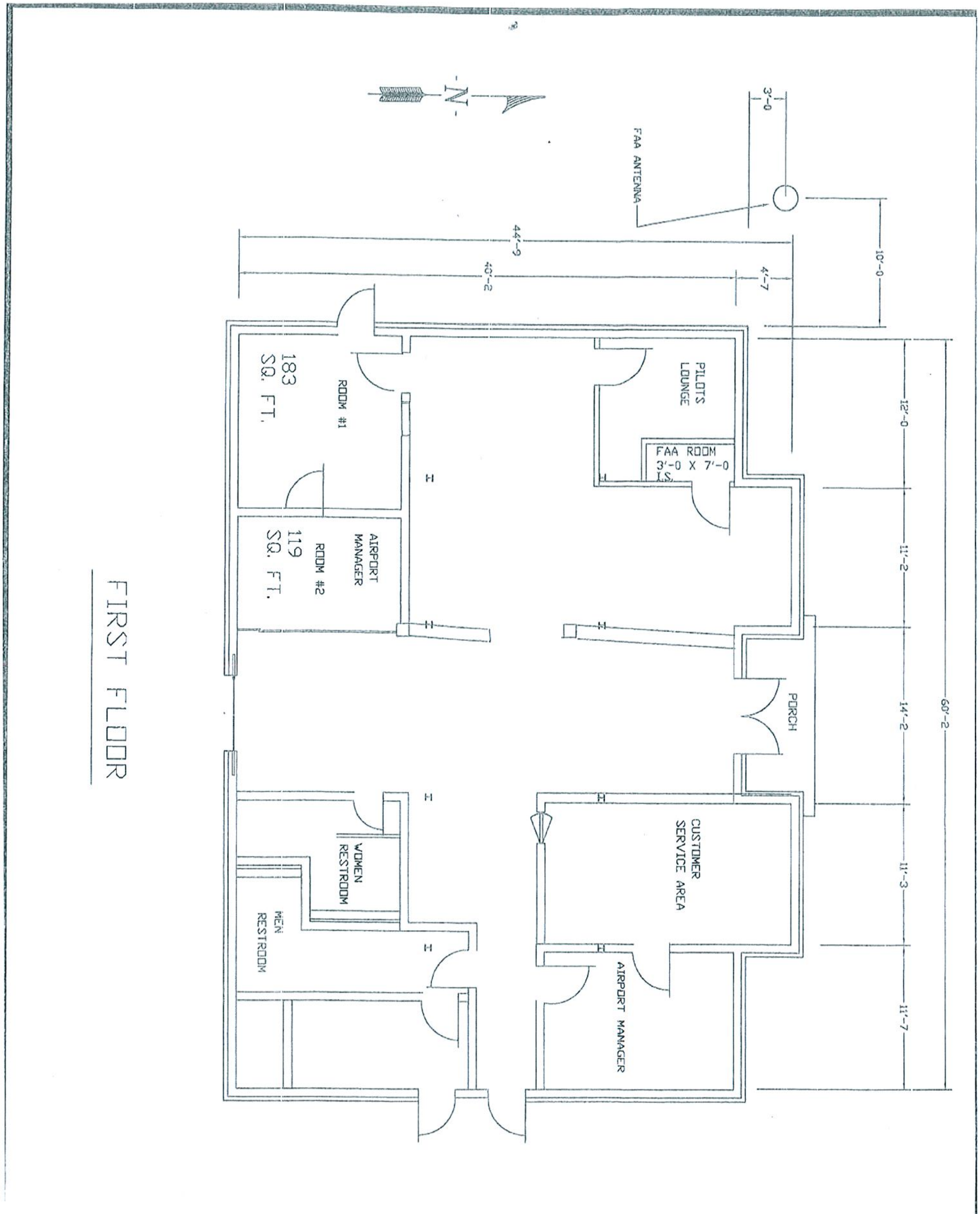
PUBLIC AUTHORIZATION CERTIFICATE

I, __________________________ certify that I am the _________________________ *(title)* of the City of Pittsburg named in the foregoing agreement; and that John Ketterman, who signed said agreement on behalf of the City of Pittsburg was then Mayor of the City of Pittsburg; that said agreement was duly signed for and on behalf of the City of Pittsburg by authority of its governing body, and is within the scope of its powers.

Signed____

Seal of Authority

(The individual signing this certificate and the individual signing the lease cannot be the same person.)



DTFACN-16-L-00104
Exhibit A

Antenna Site

City of Pittsburg Land of Promise™

DEPARTMENT OF PUBLIC WORKS | (620) 231-4170

201 West 4th Street · Pittsburg KS 66762 | www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: September 7, 2016

SUBJECT: Agenda Item – September 13, 2016
Change Orders #1 and #2
Atkinson Municipal Airport Mill and Overlay Runway 16-34
FAA AIP Project No. 3-20-0069-015-2015 (Design)
FAA AIP Project No. 3-20-0069-016-2016 (Construction)

The City is performing a mill and overlay of Runway 16-34 with a 90% FAA/10% City grant. During construction, the contractor, Emery Sapp and Sons, came across conditions that required changes to the original scope of the project. During the milling of the south portion of Runway 16-34, delamination of previous overlays resulted in the need for a change in work. The City staff, H. W. Lochner, and the FAA agreed on a solution to address the situation. The milling of the remainder of runway 16-34 was eliminated and a leveling course of asphalt was added on the milled portion to provide a smooth surface to lay the final surface course. This change resulted in Change Order #1 with a resulting reduction in the construction cost of $20,285.95.

During the milling work to provide a transition at the intersection of Runway 4-22 and Runway 16-34, severe rutting on the east side of the intersection occurred. The City staff, H.W. Lochner and the FAA worked and agreed that new baserock, geogrid, and 4" of asphalt surface course was needed to address the rutting. This Change Order #2 was an increase of $105,797.50 to the construction cost. The net change order is an increase to the construction costs of $85,511.55. The new total construction cost for Emery Sapp and Sons is $1,036,154.55. The City's share of the net change order will be 10% or an additional $8,551.16 to the contract.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 13, 2016. Action necessary will be the approval or disapproval of Change Order No.1 and Change Order No. 2 for the changed scope of work for Emery Sapp & Sons.

Attachment: Change Order #1
Change Order #2

CHANGE ORDER/SUPPLEMENTAL AGREEMENT

SHEET NO. 1 of 1

SEQUENCE NO.:	1
COUNTY:	Crawford
AIRPORT:	Atkinson Municipal Airport
PROJECT NO.:	FAA AIP NO. 3-20-0069-016-2016

TO Emery Sapp & Sons, Inc. CONTRACTOR

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT

1. DESCRIPTION AND REASON FOR CHANGE: (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)

Milling the portion of Runway 16-34 south of the Runway 4-22 intersection did not produce a surface ready for an overlay. Large area the remaining asphalt lift were spalling off. Due to this, it was determined that the pavement north of the intersection would not be mill On the milled southern portion, a 3/4" leveling course will be used to clean up the spalled milled surface. From there, a 1 3/4" surface course will be placed on the entire length of the runway. See the attached exhibit for further details.

Contract Item #3 -- Contract quantity is hereby reconciled to match field measurements.
Contract Item #5 -- Additional Pavement Marking Removal due to no milling north of the Runway 4-22 intersection.
Contract Item #6 -- Reduction in Milling to account for not milling the area north Runway 4-22 intersection.
Contract Item #9 -- Additional Shoulder Grading will be needed due to the lack of milling north of Runway 4-22 intersection.
Contract Item #11 -- Quantity removed due to new pavement thickness.
Contract Item SA1.1 -- P-403 Quantity added to reflect new Leveling Course that will be needed.
Contract Item SA1.2 -- Quantity added to reflect new Surface Course thickness.

2. ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
1	3	Clean and Seal Joints and Cracks < 1"	50,000	36,813	13,187	L.F.	$1.10		$14,505.70
2	5	Pavement Marking Removal	2,420	23,239	20,819	S.F.	$1.50	$31,228.50	
3	6	Variable Depth Cold Milling (1"-2")	65,620	29,255	36,365	S.Y.	$1.25		$45,456.25
4	9	Shoulder Grading	5,000	10,000	5,000	L.F.	$2.00	$10,000.00	
5	11	Bituminous Surface Course (2")	7,630	0	7,630	Ton	$73.00		$556,990.00
6	SA1.1	Bituminous Leveling Course (3/4")	0	1,102	1,102	Ton	$83.25	$91,741.50	
7	SA1.2	Bituminous Surface Course (1 3/4")	0	6,352	6,352	Ton	$73.00	$463,696.00	
							TOTALS	$596,666.00	$616,951.95

3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

1. CONTRACT AMOUNT		$950,643.00
2. OVERRUN OR UNDERRUN THIS ORDER (H-I)	($20,285.95)	
3. OVERRUN PREVIOUS (LINE 4 ON PREV. ORDER)	$0.00	
4. TOTAL OVERRUN TO DATE (2+3)		($20,285.95)
5. TOTAL (1+4)		$930,357.05

4. COMMENTS:

[signature] 08-19-2016

SUBMITTED - PROJECT ENGINEER DATE

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.

Emery Sapp & Sons, Inc.
CONTRACTOR (Company Name)

Corey J. Pelletier 8/19/2016

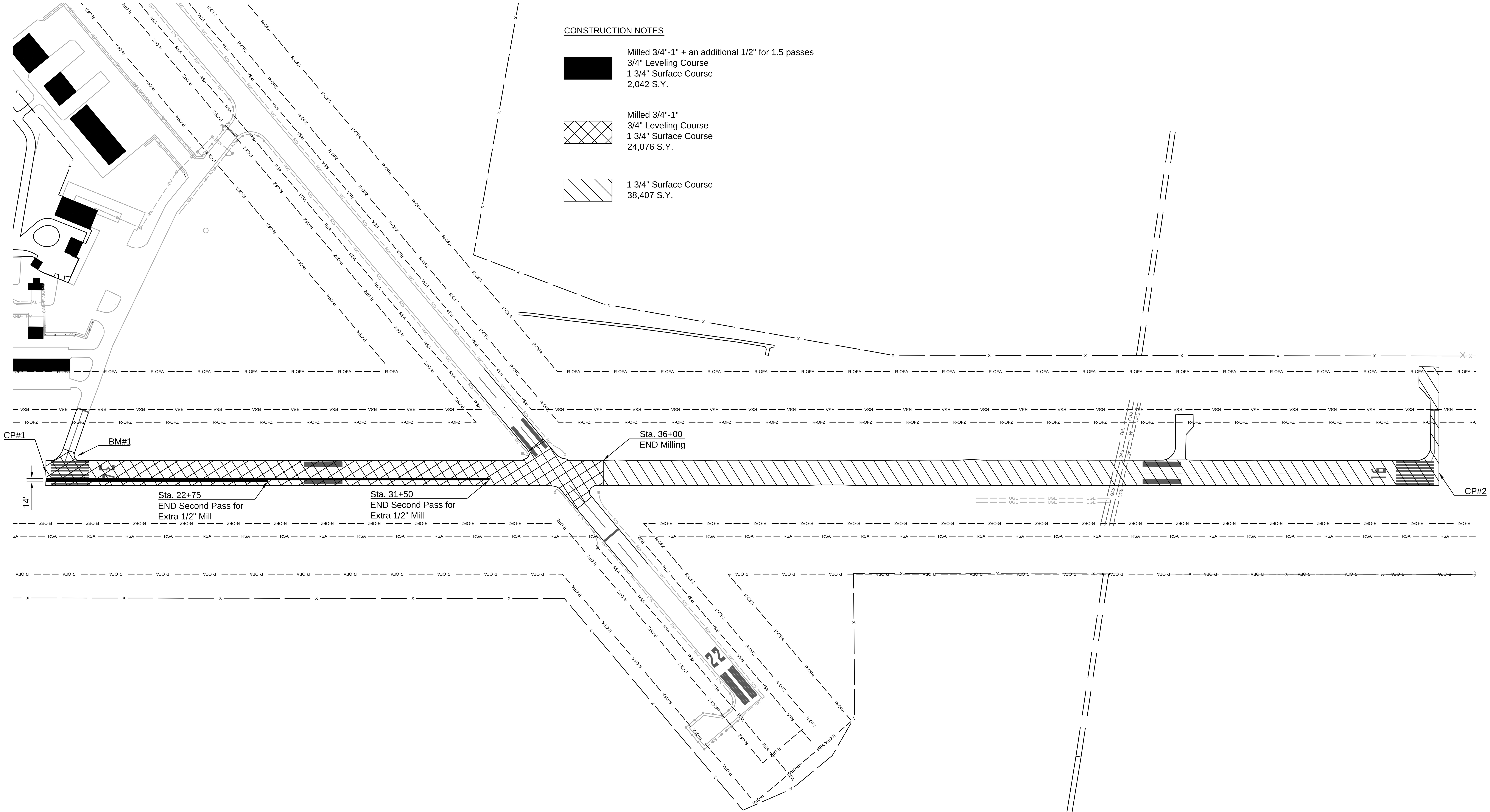
SIGNATURE (Authorized Representative) DATE

APPROVED - SPONSOR DATE

FILENAME: I:\KAC\PRJ\000010768\PROJECT FILES\AE\EXCEL\CHANGE ORDERS\[Pittsburg Overlay Change Orders.xls]CO1

CONSTRUCTION NOTES

(solid black)	Milled 3/4"-1" + an additional 1/2" for 1.5 passes 3/4" Leveling Course 1 3/4" Surface Course 2,042 S.Y.
(cross-hatch)	Milled 3/4"-1" 3/4" Leveling Course 1 3/4" Surface Course 24,076 S.Y.
(single hatch)	1 3/4" Surface Course 38,407 S.Y.



LEGEND

— RSA —	Runway Safety Area
— R-OFA —	Runway Object Free Area
— · —	Airport Perimeter Fence

200 0 200 400
Scale in Feet

Drawing Name: I:\kac\PRJ\000010768\PROJECT FILES\AE\CIVIL 3D PROJECT FOLDER\Production Drawings\10768 - Change Order Example.dwg Aug 15,2016 - 2:31pm

LOCHNER
16105 W 113th Street | Suite 107 | Lenexa, Kansas 66219
P 816.945.5840 | F 816.945.5841

CITY OF PITTSBURG, KANSAS
ATKINSON MUNICIPAL AIRPORT
PITTSBURG, KANSAS

PROJECT NO.	000010768
DRAWN BY BRH	DATE 12/11/2015
CHECKED BY RMD	DATE 12/09/2015
DESIGNED BY BRH	DATE 12/11/2015
REVISIONS	DATE

CONSTRUCTION SAFETY AND PHASING PLAN (1)

2

CHANGE ORDER/SUPPLEMENTAL AGREEMENT

SHEET NO. 1 of 1

SEQUENCE NO.: 2

COUNTY: Crawford

TO Emery Sapp & Sons, Inc. CONTRACTOR

AIRPORT: Atkinson Municipal Airport

PROJECT NO.: FAA AIP NO. 3-20-0069-016-2016

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT

1. DESCRIPTION AND REASON FOR CHANGE: (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)

Following the milling of the transition on the Runway 22 side of the intersection drastic rutting occurred. After digging few test pits, there seems to be less than 2" of asphalt remaining, the baserock appears to be a KDOT AB-3 or FAA P-209 material, but it ranges in thickness from 4" in the thickest spots to only 1" in some areas. Therefore, with this change order transition on the Runway 22 side (east side) will be reconstructed full depth. The full depth reconstruction will consist of removal of the remaining asphalt, underlying baserock and sufficient soil. Then the contractor will put back a geogrid (Tensar TX 160 or equal) and 6" of KDOT AB-3 before placing 4" of asphalt surface course in two lifts. These thicknesses are necessary for subgrade integrity as well as surface elevations such that the intersection transition will still work. Also, an additional 8 Calendar Days will be added to Phase 1 (Both Runways Closed) in order to complete the reconstruction work.

Also, under a previous change order milling of the north end was removed from the project due to spalling and structural integrity issues witnessed after milling the south end. Before proceeding with full production of the surface course on the north end, a test strip to see how the existing cracks would react to the overlay was completed. Unfortunately, placing the slurry seal over the cracks as described in the P-101 alone does not provide a sufficient barrier. When the 1 ¾" surface course was placed, the rubber in the existing cracks caused a bump to occur in the surface. Following placement of the test strip, it is clear that the additional asphalt layer is necessary. Therefore, with this change order, 38,500 s.y. of ½" leveling surface (P-403); +/- 1,120 tons is added to the contract.

2. ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
1	8	Full Depth Pavement and Baserock Removal	1,086	2,285	1,199	S.Y.	$6.75	$8,093.25	
2	SA1.1	Bituminous Leveling Course (3/4")	1,102	2,133	1,031	Ton	$83.25	$85,830.75	
3	SA1.2	Bituminous Surface Course (1 3/4")	6,352	6,496	144	Ton	$73.00	$10,512.00	
4	SA2.1	Geogrid	0	1,199	1,199	S.Y.	$4.25	$5,095.75	
5	SA2.2	Crushed Aggregate Base Course (6")	0	1,199	1,199	S.Y.	$18.50	$22,181.50	
		As-Built Adjustment							
6	7	Full Depth Asphalt Pavement Repair	485	72	413	S.Y.	$62.75		$25,915.75
							TOTALS	$131,713.25	$25,915.75

3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

1. CONTRACT AMOUNT		$950,643.00
2. OVERRUN OR UNDERRUN THIS ORDER (H-I)	$105,797.50	
3. OVERRUN PREVIOUS (LINE 4 ON PREV. ORDER)	($20,285.95)	
4. TOTAL OVERRUN TO DATE (2+3)		$85,511.55
5. TOTAL (1+4)		$1,036,154.55

4. COMMENTS:

SA 1.1 is only the additional tons for a 1/2" lift from Sta. 36+00 to Sta. 69+00.

SA 1.2 is only the additional tons to go from 1 3/4" planned in the area per CO1 to 4" in the area per CO2.

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.

SUBMITTED - PROJECT ENGINEER DATE

Emery Sapp & Sons, Inc.
CONTRACTOR (Company Name)

Corey L. Pelton 9/6/16

APPROVED - SPONSOR DATE

SIGNATURE (Authorized Representative) DATE

FILENAME: C:\Users\cfagecite\Desktop\[Pittsburg Overlay Change Orders.xls]CO2

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Tammy Nagel, City Clerk

DATE: September 1st, 2016

SUBJECT: Agenda Item – September 13th, 2016
Selection of League Voting Delegates

The City has received notification from the League of Kansas Municipalities that we must again provide the names of our voting delegates and alternate delegates for the 2016 League of Kansas Municipalities Meeting scheduled for October 8th – 10th, 2016, in Overland Park, Kansas. The voting delegates will vote on behalf of the City of Pittsburg at the Business & Policy Session on Monday, October 10th, 2016.

The League will need to have our voting delegates registered prior to the meeting. Based on those members of the City Commission and staff that have indicated they plan to attend this year's meeting, I am recommending the following:

Voting Delegates	Alternates
1. John Ketterman	1. Jay Byers
2. Michael Gray	2. Tammy Nagel
3. Chuck Munsell	3.
4. Daron Hall	4.

If you have any questions, or if you would like to make other suggestions concerning our representation this year, please let me know.

Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: September 7, 2016

SUBJECT: September 13, 2016 Agenda Item
Community Health Center of Southeast Kansas loan forgiveness

On July 8, 2013, the City of Pittsburg entered into a $460,517 forgivable loan agreement with the Community Health Center of Southeast Kansas to fund infrastructure improvements associated with an expansion project. In return, the Community Health Center of Southeast Kansas agreed to varying annual benchmarks required through 2016 in order to qualify for loan forgiveness.

In order to have this year's installment of the loan forgiven, the Community Health Center of Southeast Kansas agreed to employ at least 132 full-time employees.

The Community Health Center of Southeast Kansas submitted verification that, as of August 1, 2016, their number of full-time employees was 158, well above the required threshold for forgiveness.

As a result, the Economic Development Advisory Committee has recommended forgiveness for the final installment of the loan. This amount would be $110,052.99.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 13, 2016. Action being requested is the approval or denial of the loan forgiveness recommendation and, if approved, authorize the Mayor to sign the appropriate documents.

VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 8/17/2016 THRU 9/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	KS BOARD OF LAW EXAMINERVOIDED							
1	KS BOARD OF LAW EXAMINERVOIDED							
C-CHECK	KS BOARD OF LAW EXAMINERVOIDED	V	8/19/2016			177988		1,250.00CR
C-CHECK	VOID CHECK	V	8/26/2016			178013		
C-CHECK	VOID CHECK	V	8/26/2016			178014		
C-CHECK	VOID CHECK	V	8/26/2016			178015		
C-CHECK	VOID CHECK	V	8/26/2016			178016		
C-CHECK	VOID CHECK	V	8/26/2016			178017		
C-CHECK	VOID CHECK	V	8/26/2016			178018		
C-CHECK	VOID CHECK	V	8/26/2016			178024		
C-CHECK	VOID CHECK	V	8/26/2016			178025		

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	9	VOID DEBITS	0.00			
		VOID CREDITS	1,250.00CR	1,250.00CR	0.00	

TOTAL ERRORS: 0

		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: *	TOTALS:	9	1,250.00CR	0.00	0.00
BANK: *	TOTALS:	9	1,250.00CR	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6154	4 STATE MAINTENANCE SUPPLY INC	R	8/19/2016			177976		145.16
2004	AIRE-MASTER OF AMERICA, INC.	R	8/19/2016			177977		16.40
4263	COX COMMUNICATIONS KANSAS LLC	R	8/19/2016			177978		69.35
4263	COX COMMUNICATIONS KANSAS LLC	R	8/19/2016			177979		25.22
0375	WICHITA WATER CONDITIONING, IN	R	8/19/2016			177980		159.00
7116	EMC INSURANCE COMPANIES	R	8/19/2016			177981		500.00
1	FENNECH, KARRIE	R	8/19/2016			177982		200.00
1	HARRIS, LESLIE	R	8/19/2016			177983		75.00
7151	TOTALFUNDS BY HASLER	R	8/19/2016			177984		503.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	8/19/2016			177985		438.80
1	JEWETT, WILL	R	8/19/2016			177986		200.00
7267	ATLAS MEDIA GROUP, LLC	R	8/19/2016			177987		160.00
1	KS BOARD OF LAW EXAMINERS	V	8/19/2016			177988		1,250.00
1	KS BOARD OF LAW EXAMINERVOIDED							
1	KS BOARD OF LAW EXAMINERVOIDED							
M-CHECK	KS BOARD OF LAW EXAMINERVOIDED	V	8/19/2016			177988		1,250.00CR
6023	JOHN T SEAL	R	8/19/2016			177989		151.90
1	TODD, AUTUMN	R	8/19/2016			177990		25.00
1108	WESTAR ENERGY	R	8/19/2016			177991		2,755.35
1	WICHITA STATE UNIVERSITY	R	8/19/2016			177992		75.00
7481	TIMOTHY CASHERO	R	8/19/2016			177993		77.22
7480	RODGER PETRAIT	R	8/19/2016			177994		135.91
7325	TODD A FISHER	R	8/19/2016			177995		77.22

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	CLERK OF THE SUPREME COURT	R	8/19/2016			177996		1,250.00
1	CANDY CONNECTION	R	8/26/2016			177997		45.00
7481	TIMOTHY CASHERO	R	8/26/2016			177998		61.13
1616	CITY OF PITTSBURG	R	8/26/2016			177999		291.53
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	8/26/2016			178000		72.25
5357	JOPLIN BUSINESS JOURNAL	R	8/26/2016			178001		600.00
7414	KANSAS GAS SERVICE (ESG)	R	8/26/2016			178002		67.80
2877	KDHE - BUREAU OF WATER	R	8/26/2016			178003		60.00
5544	REBEKAH LYNCH	R	8/26/2016			178004		12.00
7569	MAINTENANCE SUPPLY COMPANY, IN	R	8/26/2016			178005		28.72
7405	JOSHUA MCCLEARY	R	8/26/2016			178006		1,834.00
1	MEYER LAW FIRM, P.A.	R	8/26/2016			178007		17.50
7480	RODGER PETRAIT	R	8/26/2016			178008		77.22
6291	PITTSBURG JOLLEY TROLLEY	R	8/26/2016			178009		307.00
6536	POLYDYNE INC	R	8/26/2016			178010		3,312.00
0175	REGISTER OF DEEDS	R	8/26/2016			178011		14.00
7576	SEK URGENT CARE, LLC	R	8/26/2016			178012		1,525.00
5904	TASC	R	8/26/2016			178019		1,926.00
7325	TODD A FISHER	R	8/26/2016			178020		61.13
0349	UNITED WAY OF CRAWFORD COUNTY	R	8/26/2016			178021		101.77
4839	VAN BECELAERE MACHINE WORKS, I	R	8/26/2016			178022		461.00
2350	WASTE CORPORATION OF MISSOURI	R	8/26/2016			178023		1,080.43

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1108	WESTAR ENERGY	R	8/26/2016			178026		155.67
4636	WESTAR ENERGY, INC. (HAP)	R	8/26/2016			178027		975.00
5371	PITTSBURG FAMILY YMCA	R	8/26/2016			178028		147.44
2004	AIRE-MASTER OF AMERICA, INC.	R	9/02/2016			178056		16.40
7449	MATTHEW BONNER	R	9/02/2016			178057		1,373.00
3516	CITY OF PITTSBURG	R	9/02/2016			178058		7,560.00
4263	COX COMMUNICATIONS KANSAS LLC	R	9/02/2016			178059		17.85
7586	MICHAELA JOINES	R	9/02/2016			178060		800.00
5357	JOPLIN BUSINESS JOURNAL	R	9/02/2016			178061		1,200.00
7584	KARLY KOWNSLAR	R	9/02/2016			178062		800.00
5367	GREG LOPEZ	R	9/02/2016			178063		540.00
6894	R.M.I. GOLF CARTS	R	9/02/2016			178064		36.15
0175	REGISTER OF DEEDS	R	9/02/2016			178065		46.00
0175	REGISTER OF DEEDS	R	9/02/2016			178066		26.00
1	SMITH, BARRY LORAN	R	9/02/2016			178067		10.75
0831	WATER ENVIRONMENT FEDERATION	R	9/02/2016			178068		81.00
2350	WASTE CORPORATION OF MISSOURI	R	9/02/2016			178069		48.61
1108	WESTAR ENERGY	R	9/02/2016			178070		187.93
6832	WICHITA STATE UNIVERSITY	R	9/02/2016			178071		375.00
0026	STANDARD INSURANCE COMPANY	D	9/01/2016			999999		1,320.10
0046	ETTINGERS OFFICE SUPPLY	E	8/22/2016			999999		560.97
0046	ETTINGERS OFFICE SUPPLY	E	8/29/2016			999999		1,818.77

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0046	ETTINGERS OFFICE SUPPLY	E	9/06/2016			999999		617.67
0054	JOPLIN SUPPLY COMPANY	E	8/29/2016			999999		1,154.82
0054	JOPLIN SUPPLY COMPANY	E	9/06/2016			999999		1,530.01
0055	JOHN'S SPORT CENTER, INC.	E	8/29/2016			999999		240.00
0055	JOHN'S SPORT CENTER, INC.	E	9/06/2016			999999		118.00
0068	BROOKS PLUMBING LLC	E	8/22/2016			999999		80.95
0084	INTERSTATE EXTERMINATOR, INC.	E	9/06/2016			999999		410.00
0087	FORMS ONE, LLC	E	8/29/2016			999999		181.28
0101	BUG-A-WAY INC	E	8/22/2016			999999		60.00
0105	PITTSBURG AUTOMOTIVE INC	E	8/22/2016			999999		718.55
0105	PITTSBURG AUTOMOTIVE INC	E	8/29/2016			999999		969.06
0105	PITTSBURG AUTOMOTIVE INC	E	9/06/2016			999999		674.14
0112	MARRONES INC	E	8/22/2016			999999		26.40
0112	MARRONES INC	E	8/29/2016			999999		334.90
0116	DANIEL E BRADEN	E	8/29/2016			999999		350.00
0117	THE MORNING SUN	E	8/22/2016			999999		39.68
0117	THE MORNING SUN	E	9/06/2016			999999		1,116.58
0128	VIA CHRISTI HOSPITAL	E	8/29/2016			999999		619.00
0133	JIM RADELL CONSTRUCTION INC	E	8/29/2016			999999		3,800.00
0133	JIM RADELL CONSTRUCTION INC	E	9/06/2016			999999		16,409.50
0142	HECKERT CONSTRUCTION CO INC	E	8/22/2016			999999		107,793.54
0194	KANSAS STATE TREASURER	D	8/31/2016			999999		4,332,027.50

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0194	KANSAS STATE TREASURER	E	8/22/2016			999999		4,013.60
0194	KANSAS STATE TREASURER	E	9/06/2016			999999		13,087.00
0199	KIRKLAND WELDING SUPPLIES	E	8/22/2016			999999		65.00
0201	SPICER-ADAMS WELDING, INC.	E	8/29/2016			999999		99.66
0207	PEPSI-COLA BOTTLING CO OF PITT	E	8/22/2016			999999		124.40
0207	PEPSI-COLA BOTTLING CO OF PITT	E	8/29/2016			999999		84.50
0224	KDOR	D	9/06/2016			999999		974.75
0276	JOE SMITH COMPANY, INC.	E	8/22/2016			999999		342.00
0276	JOE SMITH COMPANY, INC.	E	8/29/2016			999999		137.99
0286	R & R PRODUCTS INC	E	8/29/2016			999999		292.01
0292	UNIFIRST CORPORATION	E	8/29/2016			999999		56.40
0294	COPY PRODUCTS, INC.	E	8/22/2016			999999		1,674.00
0294	COPY PRODUCTS, INC.	E	9/06/2016			999999		588.00
0312	HACH COMPANY, INC	E	9/06/2016			999999		288.67
0321	KP&F	D	8/26/2016			999999		46,202.84
0329	O'MALLEY IMPLEMENT CO INC	E	8/22/2016			999999		28.00
0329	O'MALLEY IMPLEMENT CO INC	E	8/29/2016			999999		615.57
0337	CROSS-MIDWEST TIRE	E	9/06/2016			999999		1,653.34
0345	VICTOR L PHILLIPS CO	E	8/29/2016			999999		26.81
0400	QUILL CORPORATION	E	8/22/2016			999999		64.92
0478	VIETTI AUTO BODY INC	E	9/06/2016			999999		121.00
0505	SIRCHIE FINGER PRINT LABORATOR	E	8/29/2016			999999		258.19

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0534	TYLER TECHNOLOGIES INC	E	9/06/2016			999999		390.00
0571	WILBERT MFG. & SUPPLY	E	8/22/2016			999999		165.20
0577	KANSAS GAS SERVICE	E	8/22/2016			999999		1,310.06
0597	MIDWEST MINERALS INC	E	8/29/2016			999999		120.85
0623	CALVIN JONES	E	8/22/2016			999999		610.00
0627	BOETTCHER SUPPLY INC	E	8/29/2016			999999		122.88
0627	BOETTCHER SUPPLY INC	E	9/06/2016			999999		92.55
0628	KC BOBCAT	E	8/29/2016			999999		49,077.79
0628	KC BOBCAT	E	9/06/2016			999999		193.20
0728	ICMA	D	8/26/2016			999999		896.23
0746	CDL ELECTRIC COMPANY INC	E	8/22/2016			999999		227.40
0746	CDL ELECTRIC COMPANY INC	E	8/29/2016			999999		110.00
0746	CDL ELECTRIC COMPANY INC	E	9/06/2016			999999		330.00
0751	ULTRA-CHEM INC	E	8/29/2016			999999		200.40
0779	PITTSBURG COMMUNITY THEATRE	E	8/22/2016			999999		1,350.05
0788	SCHREIBER LLC	E	9/06/2016			999999		2,621.00
0806	JOHN L CUSSIMANIO	E	8/22/2016			999999		270.00
0806	JOHN L CUSSIMANIO	E	9/06/2016			999999		270.00
0823	TOUCHTON ELECTRIC INC	E	8/29/2016			999999		60.00
0844	HY-FLO EQUIPMENT CO	E	9/06/2016			999999		797.70
0870	PENNINGTON SEED INC	E	9/06/2016			999999		320.00
1030	FREDDY VAN'S INC	E	9/06/2016			999999		2,000.00

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1050	KPERS	D	8/26/2016			999999		36,101.74
1075	COASTAL ENERGY CORP	E	8/29/2016			999999		1,947.50
1256	ANDERSON ENGINEERING INC	E	8/29/2016			999999		5.00
1478	KANSASLAND TIRE OF PITTSBURG	E	8/22/2016			999999		242.82
1478	KANSASLAND TIRE OF PITTSBURG	E	8/29/2016			999999		576.35
1478	KANSASLAND TIRE OF PITTSBURG	E	9/06/2016			999999		307.18
1490	ESTHERMAE TALENT	E	8/22/2016			999999		25.00
1609	PHILLIP H O'MALLEY	E	8/29/2016			999999		69.90
1792	B&L WATERWORKS SUPPLY, LLC	E	8/29/2016			999999		9,759.32
1792	B&L WATERWORKS SUPPLY, LLC	E	9/06/2016			999999		1,168.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	8/29/2016			999999		889.90
2111	DELL MARKETING L.P.	E	8/29/2016			999999		1,642.98
2161	RECORDED BOOKS, LLC	E	8/22/2016			999999		135.59
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	8/22/2016			999999		1,542.64
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	8/29/2016			999999		763.60
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	9/06/2016			999999		1,923.02
2542	CHARLES YOST	E	8/29/2016			999999		350.00
2707	THE LAWNSCAPE COMPANY, INC.	E	8/29/2016			999999		382.50
2707	THE LAWNSCAPE COMPANY, INC.	E	9/06/2016			999999		703.60
2767	BRENNTAG SOUTHWEST, INC	E	9/06/2016			999999		1,300.00
2825	KANSAS DEPT OF ADMINISTRATION	E	8/22/2016			999999		639.66
2921	DP2 BILLING SOLUTIONS, LLC	E	8/22/2016			999999		4,774.72

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2960	PACE ANALYTICAL SERVICES INC	E	8/22/2016			999999		447.00
2960	PACE ANALYTICAL SERVICES INC	E	8/29/2016			999999		970.00
2960	PACE ANALYTICAL SERVICES INC	E	9/06/2016			999999		1,676.00
3079	COMMERCE BANK	D	8/30/2016			999999		45,132.05
3162	THOMAS A YOAKAM	E	8/29/2016			999999		425.00
3248	AIRGAS USA LLC	E	8/22/2016			999999		17.59
3593	REMINGTON SQUARE APARTMENTS ,	E	8/29/2016			999999		99.00
3802	BRENNTAG MID-SOUTH INC	E	8/29/2016			999999		2,875.00
3802	BRENNTAG MID-SOUTH INC	E	9/06/2016			999999		5,727.00
3971	FASTENAL COMPANY	E	8/22/2016			999999		8.88
4013	KNIGHTS OF COLUMBUS TOWERS	E	8/29/2016			999999		248.00
4059	PSU - PRINTING & DESIGN SERVI	E	8/29/2016			999999		212.81
4126	EMERGENCY MEDICAL PRODUCT INC	E	8/22/2016			999999		167.40
4262	KDHE	E	8/29/2016			999999		183,531.56
4307	HENRY KRAFT, INC.	E	8/29/2016			999999		369.64
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	8/22/2016			999999		77.12
4492	PITTSBURG SENIORS	E	8/29/2016			999999		493.00
4618	TRESA MILLER	E	9/06/2016			999999		1,144.00
4621	JCI	E	8/29/2016			999999		1,917.49
4711	PENGUIN RANDOM HOUSE, LLC	E	8/22/2016			999999		292.50
4791	SPRINGSTED INCORPORATED	E	8/22/2016			999999		3,700.00
5015	IN THE GARDEN, LLC	E	8/22/2016			999999		378.00

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5049	CRH COFFEE INC	E	8/22/2016			999999		95.40
5275	US LIME COMPANY-ST CLAIR	E	8/29/2016			999999		4,367.08
5340	COMMERCE BANK TRUST	E	8/30/2016			999999		33,943.81
5391	CLEAVER FARM & HOME	E	9/06/2016			999999		535.69
5534	SYCAMORE VILLAGE APARTMENTS	E	8/29/2016			999999		639.00
5552	NATIONAL SIGN CO INC	E	8/22/2016			999999		191.16
5552	NATIONAL SIGN CO INC	E	8/29/2016			999999		496.66
5566	VINYLPLEX INC	E	9/06/2016			999999		2,969.87
5623	CRAWFORD COUNTY CLERK	E	8/22/2016			999999		2.60
5623	CRAWFORD COUNTY CLERK	E	8/29/2016			999999		36.40
5713	SODEXO INC	E	9/06/2016			999999		660.00
5770	KANSAS CITY FREIGHTLINER SALES	E	8/29/2016			999999		199.00
5770	KANSAS CITY FREIGHTLINER SALES	E	9/06/2016			999999		317.34
5800	INFRASTRUCTURE TECHNOLOGIES LL	E	9/06/2016			999999		7,500.00
5904	TASC	D	8/26/2016			999999		7,462.27
5957	PASTEUR PROPERTIES LLC	E	8/29/2016			999999		275.00
6130	T & K RENTALS LLC	E	8/29/2016			999999		250.00
6162	OZARK CRANE SERVICE INC	E	8/29/2016			999999		1,604.00
6175	HENRY C MENGHINI	E	8/29/2016			999999		180.00
6192	KATHLEEN CERNE	E	9/06/2016			999999		600.00
6203	SOUTHWEST PAPER CO INC	E	8/29/2016			999999		407.05
6298	KEVAN L SCHUPBACH	E	8/29/2016			999999		2,355.00

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6341	INDUSTRIAL SEALING & LUBRICATI	E	8/29/2016			999999		908.40
6402	BEAN'S TOWING & AUTO BODY	E	8/22/2016			999999		1,814.44
6415	GREAT WEST TANDEM KPERS 457	D	8/26/2016			999999		4,051.00
6595	AMAZON.COM, INC	E	8/22/2016			999999		6,105.59
6666	NEWARK CORPORATION	E	8/29/2016			999999		133.84
6846	GREENWAY ELECTRIC, INC.	E	9/06/2016			999999		1,318.91
6916	STILWELL HERITAGE & EDUCATIONA	E	8/29/2016			999999		1,040.00
6926	MARTIN KYLE SAYRE	E	8/29/2016			999999		385.00
6952	ADP INC	D	8/19/2016			999999		6,219.09
6952	ADP INC	D	9/02/2016			999999		762.19
7027	CALVIN THOMAS	E	8/29/2016			999999		600.00
7028	MATTHEW L. FRYE	E	9/06/2016			999999		400.00
7038	SIGNET COFFEE ROASTERS	E	8/22/2016			999999		38.75
7038	SIGNET COFFEE ROASTERS	E	8/29/2016			999999		41.25
7038	SIGNET COFFEE ROASTERS	E	9/06/2016			999999		127.50
7041	BORN 4 ELECTRIC	E	9/06/2016			999999		1,445.95
7043	DREXEL TECHNOLOGIES	E	8/29/2016			999999		102.50
7191	ANDREW TRACTOR WORKS	E	9/06/2016			999999		825.00
7229	KAN-TECH, INC	E	8/29/2016			999999		75.00
7240	JAY HATFIELD CERTIFIED USED CA	E	9/06/2016			999999		104.50
7283	CORESOURCE, INC	D	8/18/2016			999999		4,248.62
7283	CORESOURCE, INC	D	8/25/2016			999999		90,439.22

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7283	CORESOURCE, INC	D	9/01/2016			999999		10,426.50
7283	CORESOURCE, INC	E	9/06/2016			999999		38,495.30
7285	ALLSTATE BENEFITS	D	8/25/2016			999999		650.57
7290	DELTA DENTAL OF KANSAS INC	D	8/19/2016			999999		3,707.75
7290	DELTA DENTAL OF KANSAS INC	D	8/26/2016			999999		1,540.19
7290	DELTA DENTAL OF KANSAS INC	D	9/02/2016			999999		3,510.75
7335	TRUSS LLC	E	8/22/2016			999999		5,714.29
7401	JAMI L CROWDER	E	8/29/2016			999999		1,533.14
7418	NEWEDGE SERVICES, LLC	E	9/06/2016			999999		7,845.00
7423	SARAH CHENOWETH	E	8/29/2016			999999		105.00
7427	OLSSON ASSOCIATES, INC	E	9/06/2016			999999		1,611.40
7458	ELAN PLANNING, DESIGN & LANDSC	E	9/06/2016			999999		15,133.50
7474	TRAVIS MAISEROULLE	E	9/06/2016			999999		1,080.00
7487	AARON OTHMER	E	9/06/2016			999999		600.00
7514	NTHERM, LLC	E	8/29/2016			999999		357.19
7562	THOMAS E SILOVSKY	E	8/29/2016			999999		600.00
7565	HARBIN FISH & BAIT FARM	E	8/29/2016			999999		600.00
7574	JOHNNIE R JAMESON	E	8/29/2016			999999		550.00
7575	ROADBUILDERS MACHINERY AND SUP	E	8/22/2016			999999		3,971.36
7577	PREMIUM & INCENTIVE MARKETING,	E	8/29/2016			999999		800.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 8/17/2016 THRU 9/06/2016

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:	60			34,641.81	0.00	33,391.81
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	18			4,595,673.36	0.00	4,595,673.36
EFT:	159			609,902.21	4.11CR	609,898.10
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	1	VOID DEBITS	0.00			
		VOID CREDITS	1,250.00CR	1,250.00CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144TOTALS:	238	5,238,967.38	4.11CR	5,238,963.27
BANK: 80144 TOTALS:	238	5,238,967.38	4.11CR	5,238,963.27

VENDOR SET: 99 City of Pittsburg, KS
BANK: EFT MANUAL EFTS
DATE RANGE: 8/17/2016 THRU 9/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7028	MATTHEW L. FRYE	E	8/23/2016			999999		200.00

* * TOTALS * *	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:	1			200.00	0.00	200.00
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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: EFT TOTALS:	1	200.00	0.00	200.00
BANK: EFT TOTALS:	1	200.00	0.00	200.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 8/17/2016 THRU 9/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6585	CLASS HOMES 1 LLC	R	9/01/2016			178047		151.00
7585	ECONOMIC SECURITY CORPORATION	R	9/01/2016			178048		503.63
6746	JOHNSON COUNTY HOUSING AUTHORI	R	9/01/2016			178049		1,447.26
1601	GRAIG MOORE	R	9/01/2016			178050		1,450.00
1800	DAN RODABAUGH	R	9/01/2016			178051		274.00
6451	NAZAR SAMAN	R	9/01/2016			178052		421.00
0472	LARRY SPRESSER, LLC	R	9/01/2016			178053		275.00
4636	WESTAR ENERGY, INC. (HAP)	R	9/01/2016			178054		1,221.00
0234	KENNETH A THORNTON	E	9/02/2016			999999		281.00
0372	CONNER REALTY	E	9/02/2016			999999		95.00
0855	CHARLES HOSMAN	E	9/02/2016			999999		23.00
1008	BENJAMIN M BEASLEY	E	9/02/2016			999999		260.00
1231	JOHN LOVELL	E	9/02/2016			999999		605.00
1609	PHILLIP H O'MALLEY	E	9/02/2016			999999		3,849.00
1638	VERNON W PEARSON	E	9/02/2016			999999		273.00
1688	DORA WARE	E	9/02/2016			999999		508.00
1982	KENNETH STOTTS	E	9/02/2016			999999		764.00
1985	RICK A MOORE	E	9/02/2016			999999		203.00
2542	CHARLES YOST	E	9/02/2016			999999		629.00
2624	JAMES ZIMMERMAN	E	9/02/2016			999999		1,626.00
2913	KENNETH N STOTTS JR	E	9/02/2016			999999		552.00
3067	STEVE BITNER	E	9/02/2016			999999		4,948.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 8/17/2016 THRU 9/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3082	JOHN R JONES	E	9/02/2016			999999		361.00
3114	PATRICIA BURLESON	E	9/02/2016			999999		62.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	9/02/2016			999999		408.00
3193	WILLIAM CROZIER	E	9/02/2016			999999		941.00
3218	CHERYL L BROOKS	E	9/02/2016			999999		304.00
3272	DUNCAN HOUSING LLC	E	9/02/2016			999999		5,340.00
3273	RICHARD F THENIKL	E	9/02/2016			999999		946.00
3593	REMINGTON SQUARE APARTMENTS ,	E	9/02/2016			999999		8,817.00
3668	MID AMERICA PROPERTIES OF PITT	E	9/02/2016			999999		2,199.00
3708	GILMORE BROTHERS RENTALS	E	9/02/2016			999999		267.00
3724	YVONNE L. ZORNES	E	9/02/2016			999999		712.00
3746	JAROLD BONBRAKE	E	9/02/2016			999999		841.00
4054	MICHAEL A SMITH	E	9/02/2016			999999		783.00
4218	MEADOWLARK TOWNHOUSES	E	9/02/2016			999999		2,537.00
4492	PITTSBURG SENIORS	E	9/02/2016			999999		3,918.00
4523	TODD A TROWBRIDGE	E	9/02/2016			999999		565.00
4786	JENNIFER STANLEY	E	9/02/2016			999999		510.00
4928	PITTSBURG STATE UNIVERSITY	E	9/02/2016			999999		754.00
5039	VANETA MATHIS	E	9/02/2016			999999		275.00
5154	JERRY FRAZIER	E	9/02/2016			999999		712.00
5393	CARLOS ANGELES	E	9/02/2016			999999		2,156.00
5549	DELBERT BAIR	E	9/02/2016			999999		262.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 8/17/2016 THRU 9/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5583	ROBERT L NANKIVELL SR	E	9/02/2016			999999		204.00
5653	PEGGY HUNT	E	9/02/2016			999999		107.00
5658	DEANNA J HIGGINS	E	9/02/2016			999999		159.00
5676	BARBARA TODD	E	9/02/2016			999999		31.00
5834	DENNIS TROUT	E	9/02/2016			999999		344.00
5854	ANTHONY A SNYDER	E	9/02/2016			999999		523.00
5906	JOHN HINRICHS	E	9/02/2016			999999		183.00
5939	EDNA RUTH TRENT IRREVOCABLE TR	E	9/02/2016			999999		211.00
5957	PASTEUR PROPERTIES LLC	E	9/02/2016			999999		2,784.00
5961	LARRY VANBECELAERE	E	9/02/2016			999999		101.00
6002	SALLY THRELFALL	E	9/02/2016			999999		251.00
6090	RANDAL BENNEFELD	E	9/02/2016			999999		926.00
6130	T & K RENTALS LLC	E	9/02/2016			999999		1,300.00
6161	MICHAEL J STOTTS	E	9/02/2016			999999		150.00
6172	ANDREW A WACHTER	E	9/02/2016			999999		262.00
6227	REGGIE & ANGELA BOLLINGER	E	9/02/2016			999999		455.00
6295	DAVID L PETERSON	E	9/02/2016			999999		293.00
6298	KEVAN L SCHUPBACH	E	9/02/2016			999999		7,730.55
6306	BALKANS DEVELOPMENT LLC	E	9/02/2016			999999		751.00
6317	RONALD L EMERSON	E	9/02/2016			999999		161.00
6322	R JAMES BISHOP, LLC	E	9/02/2016			999999		452.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	9/02/2016			999999		2,978.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 8/17/2016 THRU 9/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6394	KEVIN HALL	E	9/02/2016			999999		1,830.00
6413	MIKE ADAM	E	9/02/2016			999999		206.00
6441	HEATHER D MASON	E	9/02/2016			999999		994.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	9/02/2016			999999		2,340.00
6507	MARTHA E MOORE	E	9/02/2016			999999		642.00
6655	B&H DEVELOPERS, INC	E	9/02/2016			999999		2,776.00
6657	OZARKS AREA COMMUNITY ACTION C	E	9/02/2016			999999		449.63
6868	DAVID SIMPSON (308)	E	9/02/2016			999999		215.00
6886	DELBERT BAIR	E	9/02/2016			999999		469.00
6916	STILWELL HERITAGE & EDUCATIONA	E	9/02/2016			999999		6,127.00
6945	JAMES M KUKOVICH	E	9/02/2016			999999		544.00
6953	CARL ULEPICH	E	9/02/2016			999999		600.00
7024	KIMBERLY GRISSOM	E	9/02/2016			999999		1,047.00
7083	PITTSBURG HEIGHTS, LP	E	9/02/2016			999999		5,006.00
7112	RANDY VILELA	E	9/02/2016			999999		970.00
7222	MICHAEL WILBER	E	9/02/2016			999999		223.00
7232	JAMES TODD OR LISA LOVELL	E	9/02/2016			999999		173.00
7294	AMMP PROPERTIES, LLC	E	9/02/2016			999999		1,064.00
7312	JASON & TONYA HARRIS	E	9/02/2016			999999		225.00
7319	JAMES & LASHAWNDRA LAWSON	E	9/02/2016			999999		700.00
7344	TERRY O BARTLOW	E	9/02/2016			999999		241.00
7385	EAST 600 PROPERTIES, LLC	E	9/02/2016			999999		295.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 8/17/2016 THRU 9/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7393	TERESA MCCLURE	E	9/02/2016			999999		327.00
7507	DEBORAH L THOMAS	E	9/02/2016			999999		484.00
7562	THOMAS E SILOVSKY	E	9/02/2016			999999		702.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	8			5,742.89	0.00	5,742.89
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	83			97,292.18	0.00	97,292.18
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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: HAP TOTALS:	91	103,035.07	0.00	103,035.07
BANK: HAP TOTALS:	91	103,035.07	0.00	103,035.07

VENDOR SET: 99 City of Pittsburg, KS
BANK: MAN MANUAL CKS
DATE RANGE: 8/17/2016 THRU 9/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	R	8/17/2016			177975		228.22
2519	EAGLE BEVERAGE CO INC	R	8/30/2016			178046		290.95

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2			519.17	0.00	519.17
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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: MAN TOTALS:	2	519.17	0.00	519.17
BANK: MAN TOTALS:	2	519.17	0.00	519.17

VENDOR SET: 99 City of Pittsburg, KS
BANK: TBRA BMO HARRIS BANK-TBRA
DATE RANGE: 8/17/2016 THRU 9/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4636	WESTAR ENERGY, INC. (HAP)	R	9/01/2016			178055		106.00
2542	CHARLES YOST	E	9/02/2016			999999		1,127.00
3067	STEVE BITNER	E	9/02/2016			999999		293.00
3272	DUNCAN HOUSING LLC	E	9/02/2016			999999		204.00
3593	REMINGTON SQUARE APARTMENTS ,	E	9/02/2016			999999		423.00
3668	MID AMERICA PROPERTIES OF PITT	E	9/02/2016			999999		664.00
4054	MICHAEL A SMITH	E	9/02/2016			999999		1,328.00
4218	MEADOWLARK TOWNHOUSES	E	9/02/2016			999999		802.00
5854	ANTHONY A SNYDER	E	9/02/2016			999999		530.00
5957	PASTEUR PROPERTIES LLC	E	9/02/2016			999999		1,374.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	9/02/2016			999999		1,299.00
7220	TIMOTHY ADAM	E	9/02/2016			999999		228.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1			106.00	0.00	106.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	11			8,272.00	0.00	8,272.00
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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: TBRA TOTALS:	12	8,378.00	0.00	8,378.00
BANK: TBRA TOTALS:	12	8,378.00	0.00	8,378.00
REPORT TOTALS:	344	5,351,099.62	4.11CR	5,351,095.51

Passed and approved this 13th day of September, 2016.

John Ketterman, Mayor

ATTEST:

Tammy Nagel, City Clerk

REAL ESTATE SALES CONTRACT

THIS AGREEMENT made and entered into this 30 day of August, 2016, by and between The City of Pittsburg, Kansas, a municipal corporation, the Seller, and Arvest Bank, a foreign corporation authorized to do business in the State of Kansas, the Buyer.

WITNESSETH:

FIRST: That for and in consideration of the mutual covenants and agreements herein contained and the moneys hereunder to be paid, the Seller agrees to sell and the Buyer agrees to purchase approximately 1.23 acres of real estate in the City of Pittsburg Research and Development, described as follows:

> Lot One (1) in the Pittsburg Research and Development Park Addition according to the recorded plat thereof, less the east 236.61 feet and also the less north 249 feet

(hereinafter the "Subject Property").

SECOND: The total purchase price is Two Hundred Seventy Eight Thousand Dollars and No Cents ($278,000.00), (hereinafter the "Purchase Price"), with payment to be made as follows:

A) The sum of Ten Thousand Dollars and No Cents ($10,000.00) as earnest money payable upon execution of this Agreement, which shall be credited against the Purchase Price upon closing; and

B) The additional sum of Two Hundred Sixty Eight Thousand Dollars and No Cents ($268,000.00) at closing as hereinafter provided.

THIRD: The Seller agrees to prepare, sign and deliver to Buyer a properly prepared Municipal Warranty Deed for the Subject Property conveying the Subject Property to Buyer free and clear of all liens and encumbrances, except for certain restrictions as set forth below herein, and easements of record, at closing. Seller shall be solely responsible for the cost of preparing said Deed. Buyer shall be solely responsible for the cost of filing said Deed with the Crawford County Register of Deeds. All other closing costs and fees of the Closing Agent shall be paid by the party that customarily pays such costs in Pittsburg, Kansas in connection with the sale of similar property.

FOURTH: Within fifteen (15) days of the date hereof, Seller shall furnish to Buyer a commitment for an America Land Title Association (ALTA) Form B owner's title insurance policy in the amount of the Purchase Price issued by Crawford County Abstract Co., Inc. (the "Title Company" or "Closing Agent"). Where the title commitment (or the survey described in paragraph FIFTH hereof), shows exceptions or defects or other issues that would interfere with Buyer's intended use or feasibility or adversely affect the value of the Subject Property as determined in Buyer's reasonable discretion, then prior to the end of the Due Diligence Period as defined in Paragraph FIFTH hereof, Buyer shall deliver written notice thereof to Seller. Such notice shall state specifically those exceptions to which Buyer objects. All objections not specifically enumerated within such a timely delivered notice shall be deemed to be waived by Buyer.

Within thirty (30) days of Buyer's delivery of notice of objections to Seller, Seller may cure, but shall not be required to cure, such objections. If within such thirty (30) day period, Seller fails to cure such objections and exceptions to Buyer's sole satisfaction, or within that period, Seller delivers written notice to Buyer that it will not so cure, then within five (5) days from the delivery of such notice from Seller or the end of the period within which Seller may cure (whichever is applicable), Buyer shall have the option to:

(a) Terminate this Agreement by delivering written notice thereof to Seller and neither party shall have any further right or remedy against the other;

(b) Agree to Purchase the Subject Property as scheduled subject to such objections and exceptions (which shall be included as Permitted Encumbrances) with no reductions in the Purchase Price;

(c) Agree to Purchase the Property as scheduled subject to such objections and exceptions (which shall be included as Permitted Encumbrances) with such reduction in the Purchase Price as agreed to by Seller in Seller's sole discretion;

(d) Agree with Seller, at Buyer's discretion, to extend the Closing to give Seller additional time to cure such objections.

If Buyer fails to deliver notice of termination, agree with Seller as to a reduction in the purchase price, or grant an extension of the Closing date within that five (5) day period, the objections shall be deemed to be waived (which objections shall be included as Permitted Encumbrances) and the transaction shall close as scheduled.

Seller shall pay the premium for a standard or basic title insurance owner's policy issued by the Title Company in the amount of the Purchase Price and Buyer shall pay the costs and premiums associated with any extended coverage (including mineral rights) requested by Buyer and/or endorsed to the owner's title insurance policy.

FIFTH: For the period from the date hereof until ninety (90) days thereafter (the "Due Diligence Period"), Buyer shall have the right, at Buyer's sole cost and expense, to enter upon the Subject Property for the purposes of inspecting the Subject Property and any fixtures or improvements located thereon and the physical condition thereof and for making such investigations, surveys and tests as shall be desired by Buyer in its sole satisfaction to determine the suitability, feasibility and condition of the Property for Buyer's intended use thereof, including, but not limited to, obtaining or assuring itself as to the feasibility of obtaining approval of any applicable banking regulations and for any zoning changes, lot splits, replat, curb cuts, building permits, or other matters deemed desirable by the Buyer. In the event any zoning change, lot split or other approval of the Seller necessary for Buyer to utilize the Property as intended is not obtained by the Buyer within the ninety (90) days described in this section, then Buyer, upon notice to Seller, may extend the Due Diligence Period by an additional thirty (30) days in which to obtain such approvals. Any inspection shall be conducted in a manner so as not to permanently or materially damage the Subject Property and the fixtures and improvements located thereon. Buyer shall restore the Subject Property to its condition prior to Buyer's inspection activities. Buyer may, by written notice to Seller not later than 5:00 p.m. on the expiration date of the Due Diligence Period (including any extension thereof), terminate this Agreement for any reason or no reason at all, and neither party shall have any further right or remedy against the other. Except as otherwise provided herein, in the event that Buyer fails to deliver such termination notice prior to the expiration of the Due Diligence Period (including any extension thereof), this Agreement shall continue in full force and effect in accordance with its terms.

SIXTH: Each party represents to the other that they have not engaged the services of any broker or agent in this transaction such as would result in any fees, commissions or other amounts being due such person.

SEVENTH: This real estate sale is to be closed on or before the 30th day following the end of the Due Diligence Period (including any extension thereof), with the Buyer entitled to possession of the Subject Property upon closing.

EIGHTH: Buyer intends to make certain improvements to the Subject Property, including but not limited to the construction of a new Arvest Bank branch on the Subject Property. In the event Buyer fails to commence construction of the above improvements within twelve (12) months after the date of closing, Seller may repurchase the Subject Property from Buyer for the purchase price set forth above in paragraph SECOND herein, but only by providing written notice to Buyer of the Seller's desire to repurchase within thirty (30) days after the end of such twelve (12) month period.

NINETH: Buyer grants to Seller the right of first refusal to repurchase the Subject Property from Buyer as follows:

In the event Buyer enters into a bona fide contract to sell the Subject Property to a third party prior to commencing construction of the above referenced improvements, Buyer shall first offer to sell the Subject Property back to Seller for the purchase price hereunder, plus the documented costs of any improvements made to the Subject Property by Buyer, or the third party contract purchase price, whichever is less. Seller shall then have thirty (30) days in which to exercise its option in writing from the date it receives notice that Buyer has entered into a bona fide contract to sell the Subject Propelty to a third party. Should Seller fail to notify Buyer of its intent to exercise its right of first refusal within the above time period , then Seller's right of first refusal shall lapse and be rendered null and void.

TENTH: Seller agrees to be responsible for any taxes and special assessments due on the Subject Property for the year of 2015 and all prior years, the current years to be prorated, and all encumbrances currently due and owing that are a lien on said property as of the date of closing. The property taxes and special assessments after the date of closing shall be the sole responsibility of Buyer.

ELEVENTH: Any notice to be given under the terms of this Contract shall be provided to the parties at the following address:

City of Pittsburg, Kansas
Attn: City Manager
P.O. Box 688
Pittsburg, KS 66762

Arvest Bank
Attn: Misty Phillips, Property & Security Manager
P.O. Box 460
Joplin, MO 64802

TWELFTH: The Buyer acknowledges that it has or will inspect the above described Subject Property, and except as may be specifically set forth herein, the Buyer is purchasing the Subject Property "As-Is" and "With All Faults".

THIRTEENTH: This Contract cannot be modified or altered in any manner whatsoever, except by written consent and agreement of all parties affected by the proposed medication endorsed and executed thereon. Such endorsement to be properly executed by all parties concerned and the modification shall be effective only from and after the date of such modification and execution thereof.

FOURTEENTH: Each party shall be responsible for its own attorney fees incurred in negotiation and preparation of this Contract and the closing of the sales transaction described herein.

FIFTEENTH: In the event either party defaults in its obligations under this Contract, then the non-defaulting party may file suit to specifically enforce this Contract and take any other action at law it deems appropriate. The non-defaulting party shall also be entitled to recover from the defaulting party all its costs, expenses and damages incurred, including recovery of reasonable attorney fees, caused by the default.

SIXTEENTH: It is mutually agreed and understood that all the covenants and agreements contained herein shall extend to and be binding upon the trustees, successors and assigns of the parties hereto.

SEVENTEENTH: This agreement was entered into and is to be performed in the State of Kansas and shall be governed and interpreted pursuant to Kansas law.

EIGHTEENTH: This Contract may be executed in two (2) counterparts, each of which shall be an original and shall constitute on and the same instrument.

IN WITNESS WHEREOF, said parties have hereunto set their hands the day and year above written.

SELLER:

City of Pittsburg, Kansas

By: John Ketterman, Mayor

ATTEST:

City Clerk, Tammy Nagel

BUYER:

Arvest Bank

CHAD EVANS, President
Arvest Bank, Joplin

ATTEST:

Katy Myers

Katy Myers, Branch Sales Manager

City of Pittsburg
Land of Promise

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
Director of Public Works

DATE: September 7, 2016

SUBJECT: Agenda Item – September 13, 2016
FAA Agreement
Atkinson Municipal Airport Runway 16 Extension (600')
FAA AIP Project No. 3-20-0069-017-2016 (Design & Construction)

The City staff received bids on June 29, 2016 to extend Runway 16-34 at the Atkinson Municipal Airport. The City Commission approved awarding the bid to Capital Paving & Construction, LLC, of Jefferson City, Missouri, based on their low bid of $914,413.03 contingent upon receipt of FAA funding. The City applied for a grant on June 13, 2016 for the construction and design costs of the project.

This project is being funded by a grant sponsored by the FAA through their Federal Airport Improvement Program for FFY 2016. The grant is based on a 90% FAA/10% Local funding split. This project includes the extension of Runway 16-34 by 600 feet to bring the total length of the runway to 6,100 feet, construction of a new turnaround, and related runway lighting improvements. The grant is for the design and construction costs.

On September 6, 2016, the City received a grant offer agreement for the 90% FAA matching funds for the project. The FAA's share is $1,217,581.00 based on the contractor's bid and H. W. Lochner's construction engineering and closeout contract. The City's share is $135,287 of the project's $1,352,868 total cost. Attached is the grant agreement with the FAA in order for the City to receive those funds. Staff recommends entering into the agreement to obtain the 90% match for the Runway 16-34 extension project.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 13, 2016. Action necessary will be approval or disapproval of staff's recommendation to enter into the grant agreement with the FAA for the extension of runway 16-34 and, if approved, authorize the Mayor to sign the contract documents once prepared.

Attachment: FAA Grant Agreement

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	SEP 0 2 2016
Airport/Planning Area	**Atkinson Municipal**
AIP Grant Number	**3-20-0069-017-2016**
DUNS Number	030662175

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 13, 2016**, 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:

Construct a 600 Ft Extension with Turnaround on the 16 End to Ultimate Runway 16/34 Length 100'x6,100'. Install Runway Lights (MIRL) and relocate PAPI & REILS - (Design & Construction)

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 March 2014, 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 **$1,217,581.00**.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $0 for planning

   $1,217,581.00 for airport development or noise program implementation

   $0 for land acquisition.

2. **Period of Performance**. The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   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 project 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 does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs**. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.

5. **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.

6. **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.

7. **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.

8. **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 **September 15, 2016**, or such subsequent date as may be prescribed in writing by the FAA.

9. **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.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. 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 866–606–8220) or on the web (currently at http://fedgov.dnb.com/webform).

12. 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.

13. 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 amendment 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. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Suspension or Debarment. 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 non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are 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 they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. 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.

21. <u>Trafficking in Persons</u>.

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 2 CFR part 1200.

22. <u>AIP Funded Work Included in a PFC Application</u>. Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

23. <u>Exhibit "A" Property Map</u>. The Exhibit "A" Property Map dated **July 01, 2007**, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

24. <u>Airport Layout Plan.</u> The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.

25. <u>Lighting.</u> The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

26. Environmental. The environmental approval for this project was issued on 5/22/12 This project includes the following mitigation measures:

1. Biotic Resources
2. Compatible Land Use
3. Construction Impacts
4. Farmlands
5. Federally-Listed Endangered Species
6. Floodplains
7. Historic, Architectural, Archeological or Cultural Resources
8. Social Impacts
9. Water Quality
10. Wetlands

The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

27. Airport-Owned Visual or Electronic Navigation Aids in Project. The Sponsor agrees that it will:

A. Provide for the continuous operation and maintenance of any navigational aid funded under this grant agreement during the useful life of the equipment;

B. Prior to commissioning, assure the equipment meets the FAA's standards; and

C. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.

28. 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.

29. <u>Project which Contain Paving Work in Excess of $500,000</u>. 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 assurance report documenting the <u>summary results</u> of all tests performed; highlighting those tests that indicated failure 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. Submit interim test and quality assurance reports when 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.

30. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

31. **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.

32. **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.

33. **Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.

34. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;

B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;

C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Acting

(Signature)

For **Jim A. Johnson**
(Typed Name)

Manager, 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 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.[1]
Executed this____________________day of ____________________,______________________.

City of Pittsburg
(Name of Sponsor)

____
(Signature of Sponsor's Authorized Official)

By: ______________________________
(Typed Name of Sponsor's Authorized Official)

____
(Title of Sponsor's Authorized Official

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of ______**Kansas**__________. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor 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)

[1] 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.

OMB Number: 4040-0004
Expiration Date: 08/31/2016

Application for Federal Assistance SF-424

* 1. Type of Submission ☐ Preapplication ☒ Application ☐ Changed/Corrected Application	* 2. Type of Application ☒ New ☐ Continuation ☐ Revision	* If Revision, select appropriate letter(s): - Select One - * Other (Specify)
* 3. Date Received:	4. Application Identifier: KPTS	
5a. Federal Entity Identifier: 3-20-0069-017-2016	* 5b. Federal Award Identifier:	

State Use Only:

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

8. APPLICANT INFORMATION:

* a. Legal Name: City of Pittsburg, KS

* b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6041003	*c. Organizational DUNS: 030 662 175

d. Address:

* Street1: 201 W. 4th Street
Street 2:
* City: Pittsburg
County: Crawford
* State: Kansas
Province:
Country: United States
*Zip/ Postal Code: 66762

e. Organizational Unit:

Department Name: City of Pittsburg, Kansas	Division Name:

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

Prefix: Mr.
First Name: Cameron
Middle Name:
* Last Name: Alden
Suffix:

Title: City Engineer / Director of Public Works

Organizational Affiliation:

* Telephone Number: (620) 230-5515
Fax Number: (620) 231-2103

* Email: cameron.alden@pittks.org

OMB Number: 4040-0004
Expiration Date: 08/31/2016

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. 3-20-0069-017-2016

Title:
Construct Runway 16 Extension (600')
Construct New North Connecting Taxiway/Turnaround
Relocate Existing Perimeter Fence
Install MIRLs, Replace Runway 16 PAPI, and Relocate Runway 16 REIL
(Design and Construction)

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:

Administrative, Design, Construction, and Project Closeout services and Construction Costs to construct the Runway 16 extension, north connecting taxiway/turnaround, relocate the existing perimeter fence, install MIRLs, replace the Runway 16 PAPI, and relocate the Runway 16 REIL.

Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 08/31/2016

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: KS-002 *b. Program/Project: KS-002

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

17. Proposed Project:

*a. Start Date: 09/01/2016 *b. End Date: 10/01/2017

18. Estimated Funding ($):

*a. Federal	1,217,581.00
*b. Applicant	135,287.00
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	1,352,868.00

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

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ______________

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372

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

☐ Yes ☒ No

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

☑ ** I AGREE

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

Authorized Representative:

Prefix: Mr. *First Name: Cameron

Middle Name:

*Last Name: Alden

Suffix:

*Title: City Engineer/Director of Public Works

*Telephone Number: (620) 230-5515 Fax Number: (620) 231-2103

* Email: cameron.alden@pittks.org

*Signature of Authorized Representative: Cameron Alden *Date Signed: 06-13-16

OMB Number: 4040-0004
Expiration Date: 08/31/2016

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 and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

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

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 an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

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.

Yes

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". [1]

The City of Pittsburg maintains property interest for this project site as depicted within the property data table on the Exhibit "A".

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". [1]

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". [1]

None

[1] 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: 20.106
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			$ 8,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			71,850
5. Other Architectural engineering fees			126,900
6. Project inspection fees			158,500
7. Project closeout fees			15,050
8. Airspace analysis, as-built survey, and ALP update fees			42,300
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			914,413
12. Equipment (Sign Panel & MIRL Lenses)			855
13. Miscellaneous (FAA PAPI & REIL Flight Check)			15,000
14. **Subtotal** (Lines 1 through 13)			$ 1,352,868
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			1,352,868
17. **Less:** Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)			$ 1,352,868
19. Federal Share requested of Line 18			1,217,581
20. Grantee share			135,287
21. Other shares			
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 1,352,868

SECTION C – EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	135,287
h. **TOTAL** - Grantee share	$ 135,287
25. Other Shares	**Amount**
a. State	
b. Other	
c. **TOTAL** - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	$ 135,287

SECTION E – REMARKS

(Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: Construct Runway 16 Extension, Construct New North Connecting Taxiway/Turnaround - Design & Const.

AIRPORT: Atkinson Municipal

1. Objective:

Extend Runway 16-34 to an adequate length of 6,100' to better serve the current and future business jet operations.

2. Benefits Anticipated:

With the current based business jet aircraft, a runway length of 6,100' is needed. This extension project is necessary to enhance the safety of the airport for current and future business jet operations.

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

The design phase included producing a design report, and project plans and specifications in accordance with FAA criteria and project specific needs. After producing a set of final plans and specifications, bids were solicited from prospective contractors. Construction is anticipated to begin in FY 2017. Lochner will provide construction observation and management services.

Lochner – Consultant: Design and Construction Services
Palmerton & Parrish, Inc. - Subconsultant for Geotechnical and Materials Acceptance Testing Services
Quantum Spatial, Inc. - Subconsultant for Airspace Analysis
Cornerstone Regional Surveying, LLC - Subconsultant for Topographic Survey Services
BG Consultants - Subconsultant for Flood Plain Analysis Services

Capital Paving & Construction, LLC. - Prime Contractor

4. Geographic Location:

Atkinson Municipal Airport, Pittsburg, Crawford County, Kansas

5. If Applicable, Provide Additional Information:

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

Cameron Alden, PE, City Engineer / Dir. of Public Works
201 W. 4th Street, Pittsburg, KS 66762
620.230.5515

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

Sponsor:	City of Pittsburg, Kansas
Airport:	Atkinson Municipal Airport
Project Number:	3-20-0069-017-2016
Description of Work:	Construct Runway 16 Extension (600') Construct New North Connecting Taxiway/Turnaround Relocate Existing Perimeter Fence Install MIRLs, Replace Runway 16 PAPI, and Relocate Runway 16 REIL

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

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.

Executed on this 13th day of July, 2016.

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Mr. Cameron Alden, PE

Title of Sponsor's Authorized Official: City Engineer/Director of Public Works

Signature of Sponsor's Authorized Official: Cameron Alden

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.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor:	City of Pittsburg, Kansas
Airport:	Atkinson Municipal Airport
Project Number:	3-20-0069-017-2016
Description of Work:	Construct Runway 16 Extension (600') Construct New North Connecting Taxiway/Turnaround Relocate Existing Perimeter Fence Install MIRLs, Replace Runway 16 PAPI, and Relocate Runway 16 REIL

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 certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project 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 (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project 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; and
   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 prior to commencement of project (2 CFR § 182.210).

   ☒ 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 (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   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 (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) 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; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs 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, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: City Hall
Address: 201 W. 4th Street
Pittsburg, KS 66762

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with "no" response.

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.

Executed on this 13th day of July, 2016.

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Mr. Cameron Alden, PE

Title of Sponsor's Authorized Official: City Engineer/Director of Public Works

Signature of Sponsor's Authorized Official: Cameron Alden

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.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Pittsburg, Kansas

Airport: Atkinson Municipal Airport

Project Number: 3-20-0069-017-2016

Description of Work: Construct Runway 16 Extension (600')
Construct New North Connecting Taxiway/Turnaround
Relocate Existing Perimeter Fence
Install MIRLs, Replace Runway 16 PAPI, and Relocate Runway 16 REIL

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. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:
   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

   ☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

   ☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

   ☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

    ☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

    ☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

    ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☐ Yes ☐ No ☒ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

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 13th day of July, 2016.

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Mr. Cameron Alden, PE

Title of Sponsor's Authorized Official: City Engineer/Director of Public Works

Signature of Sponsor's Authorized Official: Cameron Alden

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.

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Pittsburg, Kansas

Airport: Atkinson Municipal Airport

Project Number: 3-20-0069-017-2016

Description of Work: Construct Runway 16 Extension (600')
Construct New North Connecting Taxiway/Turnaround
Relocate Existing Perimeter Fence
Install MIRLs, Replace Runway 16 PAPI, and Relocate Runway 16 REIL

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/). 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 procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☐ Yes ☐ No ☒ N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☐ Yes ☐ No ☒ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☐ Yes ☐ No ☒ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☐ Yes ☐ No ☒ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

    b. Snow Removal Equipment as contained in AC 150/5220-20.

       ☐ Yes ☐ No ☒ N/A

    c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

       ☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

    a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

    b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

    c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

    ☒ Yes ☐ No ☐ N/A

14. 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 (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

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.

Executed on this 8 day of June, 2016.

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Cameron Alden

Title of Sponsor's Authorized Official: Director of Public Works

Signature of Sponsor's Authorized Official: Cameron Alden

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.

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor:	City of Pittsburg, Kansas
Airport:	Atkinson Municipal Airport
Project Number:	3-20-0069-017-2016
Description of Work:	Construct Runway 16 Extension (600') Construct New North Connecting Taxiway/Turnaround Relocate Existing Perimeter Fence Install MIRLs, Replace Runway 16 PAPI, and Relocate Runway 16 REIL

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 procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

   ☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

   ☐ Yes ☐ No ☒ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

   ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

   a. Only one qualified person/firm submits a responsive bid;
   b. Award is to be made to other than the lowest responsible bidder; and
   c. Life cycle costing is a factor in selecting the lowest responsive bidder.

   ☐ Yes ☐ No ☒ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

   a. Access to Records (§ 200.336)
   b. Buy American Preferences (Title 49 U.S.C. § 50101)
   c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
   d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
   e. Occupational Safety and Health Act requirements (20 CFR part 1920)
   f. Seismic Safety – building construction (49 CFR part 41)
   g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
   h. U.S. Trade Restriction (49 CFR part 30)
   i. Veterans Preference (49 USC § 47112(c))

   ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:

    a. Davis-Bacon and Related Acts (29 CFR part 5)
    b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:

    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;

    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;

    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and

    d. Provisions that address termination for cause and termination for convenience (2 CFR part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding $25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $150,000) include or will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

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.

Executed on this 13th day of July, 2016.

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Mr. Cameron Alden, PE

Title of Sponsor's Authorized Official: City Engineer/Director of Public Works

Signature of Sponsor's Authorized Official: Cameron Alden

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.

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor:	City of Pittsburg, Kansas
Airport:	Atkinson Municipal Airport
Project Number:	3-20-0069-017-2016
Description of Work:	Construct Runway 16 Extension (600') Construct New North Connecting Taxiway/Turnaround Relocate Existing Perimeter Fence Install MIRLs, Replace Runway 16 PAPI, and Relocate Runway 16 REIL

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. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).

   ☒ Yes ☐ No ☐ N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:

   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).

   ☒ Yes ☐ No ☐ N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).

   ☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

   ☒ Yes ☐ No ☐ N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

   ☒ Yes ☐ No ☐ N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

   ☒ Yes ☐ No ☐ N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

   ☒ Yes ☐ No ☐ N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

   ☒ Yes ☐ No ☐ N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

    a) Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
    b) Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and
    c) Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

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.

Executed on this 13th day of July, 2016.

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Mr. Cameron Alden, PE

Title of Sponsor's Authorized Official: City Engineer/Director of Public Works

Signature of Sponsor's Authorized Official: Cameron Alden

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.

ASSURANCES
AIRPORT SPONSORS

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

a. Title 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

d. Hatch Act – 5 U.S.C. 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]

f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]

g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]

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.[1]

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.[1]

s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. 874.1

v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. 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[1]

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[1]

f. Executive Order 12898 - Environmental Justice

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. [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].[4, 5, 6]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment

d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 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.[1]

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.[1]

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).[1]

k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]

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.[1 2]

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.[1]

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.

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.

FOOTNOTES TO ASSURANCE C.1.

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 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.
[4] 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.
[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[6] 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 December 31, 2015 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: 12/31/2015

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisorycirculars

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	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
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
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

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	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
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	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
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E, Change 1	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
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Resoluton No. 1188

Whereas, a Capital Improvements Program is an important management tool that allows long range capital projects to be anticipated and managed in an orderly fashion; and

Whereas, a Capital Improvements Program allows for capital projects to be financed in the most cost efficient manner possible;

Whereas, the City staff has drafted and presented a proposed five year Capital Improvements Program for the years 2017 through 2021, which details the city's capital project needs and funding sources for this period;

Now therefore be it resolved that the City Commission hereby adopts and approves the proposed Capital Improvements Program for the years 2017 through 2021, and directs the City staff to take the proper steps to implement the program.

ADOPTED THIS 13th day of September, 2016.

CITY OF PITTSBURG, KANSAS

____
John Ketterman, Mayor

ATTEST:

____
Tammy Nagel, City Clerk

(SEAL)

City of Pittsburg
Five Year Capital Improvements Plan

General Fund

Roadways

Roadways account for twenty-four percent of the plan total and are the largest category at over $12.9 million. Planned improvements include annual street resurfacing, Joplin and 4th Street geometric improvements, Free King Highway and 4th Street geometric improvements, and various traffic signal improvements.

Bridges

While there are only a few City-owned bridges, they are expensive to replace. Approximately $7.5 million is planned and the majority of those expenditures will replace the railroad overpass at Fourth Street and replace the bridge on East Quincy. The bridge projects represent fourteen percent of the plan total. Over $7 million of these funds are either from bonds or federal and state grants.

Aviation

The aviation projects total approximately $5.5 million, or ten percent of the plan total. The planned improvements are for the parallel taxiway, administration building access road, runway 4-22 rehab and administration building apron and tarmac. A combination of local funds and state and federal grants pay for the majority of this work.

Pedestrian and Bikeways

Pedestrian and bikeways represents nine percent of the plan total. There is approximately $4.9 million planned for hiking and biking trails and sidewalks. $4.2 million is from sources other than City funds. City owned sidewalks include those areas that the City actually owns. Arterial sidewalks are located along traffic routes which carry the majority of our traffic, otherwise referred to as arterial routes. The residential sidewalk matching program would pay for the City's share of residential sidewalks where the home owner agrees to fix the part of the sidewalk in front of their property. Traditionally the homeowner is billed for the sidewalk that is in disrepair, and the City pays for the rest.

Buildings

The building projects total approximately $2.4 million, or four percent of the plan total. Planned projects include improvements to the Streets Division building, a new Schlanger Center and various improvements at Memorial Auditorium. $560,000 is planned for Fire Department training facilities. No state and federal grants are planned for this category.

City of Pittsburg
Five Year Capital Improvements Plan

Recreation
At just under $1.2 million dollars, recreation projects are only two percent of the plan total. Planned major improvements include ball fields lighting replacement, a new skate park facility and field turf replacement.

Utility Fund

Water Treatment Plant
Improvements to the Water Treatment Plant are two percent of the plan total, or approximately $1.1 million. The largest planned project is the painting of a water tower at nearly six hundred thousand dollars.

Water Distribution
Planned expenditures for water distribution improvements total $12.6 million, which is twenty-three percent of the plan total. The City has established an annual water line replacement program to increase capacity and improve the quality of the infrastructure. These projects are to be funded from utility revenues. Other planned projects include $2.9 million for new tower construction at the airport industrial park, $2.5 million for a 24" main replacement and $1.9 million to replace the connector between the north and south water towers. These projects are to be funded by a combination of State/Federal and utility funds.

Wastewater Treatment Plant
The planned improvements of the wastewater treatment plant total $1.3 million, which is three percent of the plan total. Most of the items included on the list are small with the exception of the bar-screen for the SE lift station and the clarifier repairs.

Wastewater Collection
The wastewater sewer system is significant and is constantly in need of repair and maintenance. Approximately $4.3 million in improvements is planned and this category represents eight percent of the plan total. Over $1.6 million is planned for sewer main repairs and replacements. This is an ongoing program, similar to water line replacement and street resurfacing that should constantly be planned and budgeted. While it would be impractical to think that we could ever completely catch up with the needed maintenance, an annually funded program keeps us from falling so far behind that the system becomes dysfunctional. The plan also includes over $2.5 million in basin repairs.

Stormwater
The stormwater projects total $780,000 and are the smallest category at one percent of the total planned projects. Inlet repair and the annual storm box replacement program make up the majority of the planned work.

City of Pittsburg
Five Year Capital Improvements Plan

Funding

The 2017 budget year is balanced as required by law. Revenues reflected in the following years are a combination of projections and assumptions. For this reason the Five Year Capital Improvements Plan (CIP) should be revisited and updated each year.

Nearly $14.7 million of unfunded projects are included in the plan. It is important to include all known projects, regardless if they are funded or not. This allows the City to determine future utility rates, property tax rates, sales tax initiatives and to request state and federal funds to pay for needed improvements.

State and federal funds totaling over $13.8 million are the largest revenue source at thirty-five percent of the total. Specific programs from the Kansas Department of Transportation (KDOT) are the Geometric Improvement Program (GEO) and the KLINK resurfacing program. The GEO program funds geometric deficiencies on 'connecting links', which are state highways within the corporate limits of a city. The state pays eighty percent of the project up to $900,000. The KLINK program pays fifty percent of the cost to maintain highway segments through town, up to $300,000. Two bridge repair and replacement programs are also scheduled to be paid from State/Federal funds. The City receives Federal Aviation Administration (FAA) funding for improvements to the airport. Another state program provides grants for hiking and biking trails.

Bond proceeds are the second largest funding source at $7.9 million, or twenty percent of available revenues. While the City of Pittsburg has a large capacity to issue more debt (per the City of Pittsburg Five Year Financial Plan), the limiting factor is the annual debt service needed to pay off the bonds. In Pittsburg the plan is to keep the debt levy near ten mills and only issue new debt as past debt is retired.

The street sales tax is a quarter of a percent sales tax for resurfacing roadways throughout the City. It generates thirteen percent of the CIP funds at approximately $5.3 million. On average, $1 million is planned annually for this critical program. The tax was renewed overwhelmingly by Pittsburg voters in the fall of 2015 and will now expire on April 1, 2021. Without this funding source, there would be no annual program.

The remaining CIP funds are from general operating funds, utility revenues, revolving funds, sales tax capital outlay funds and private funds.

To summarize, the City is fortunate to have several revenue streams to pay for projects in the CIP. However, as mentioned earlier, there is still a significant unfunded need. The City will utilize bond funds, pay-as-you-go programs, and will leverage outside funds to maximize our dollars.

While it is difficult to identify money for the CIP, these projects here never go away and their costs only increase over time.

City of Pittsburg
Five Year Capital Improvements Plan
Expenses v. Resources
SUMMARY

Category	2016 Adopted	2017 Planned	2018 Planned	2019 Planned	2020 Planned	2021 and Beyond	Total	% of Total
EXPENSES								
General Fund								
Roadways	$ 5,965,000	$ 700,000	$ 966,695	1,319,029	1,003,730	2,954,730	$ 12,909,184	24%
Bridges	-	100,000	-	250,000	-	7,145,000	7,495,000	14%
Aviation	2,552,806	-	1,060,000	-	246,000	1,600,000	5,458,806	10%
Pedestrian and Bikeways	233,348	-	672,000	583,260	150,000	3,243,995	4,882,603	9%
Buildings	-	-	434,000	1,165,000	175,000	625,000	2,399,000	4%
Recreation	8,000	33,668	35,000	1,073,000	50,000	-	1,199,668	2%
Other	200,000	-	-	-	-	-	200,000	0%
Sub-total	$ 8,959,154	$ 833,668	$ 3,167,695	$ 4,390,289	$ 1,624,730	$ 15,568,725	$ 34,544,261	63%
Utility Fund								
Water Treatment	$ 130,000	$ 100,000	$ 582,500	90,000	120,000	70,000	$ 1,092,500	2%
Water Distribution	220,000	192,500	1,707,700	1,107,700	771,100	8,640,000	12,639,000	23%
Wastewater Treatment	346,000	157,000	180,000	225,000	100,000	320,000	1,328,000	3%
Wastewater Collections	312,500	212,500	580,000	580,000	580,000	2,042,000	4,307,000	8%
Stormwater	40,000	140,000	150,000	150,000	150,000	150,000	780,000	1%
Sub-total	$ 1,048,500	$ 802,000	$ 3,200,200	$ 2,152,700	$ 1,721,100	$ 11,222,000	$ 20,146,500	37%
Total	**$ 10,007,654**	**$ 1,635,668**	**$ 6,367,895**	**$ 6,542,989**	**$ 3,345,830**	**$ 26,790,725**	**$ 54,690,761**	**100%**
RESOURCES								
Available Resources								
Bond	$ 5,096,380	$ -	$ -	$ 2,000,000	$ -	$ 805,000	$ 7,901,380	20%
General Operating	-	-	75,000	220,000	24,600	-	319,600	0%
Grant/Donations	187,348	11,668	516,000	583,260	-	3,000,000	4,298,276	11%
Revolving Funds	120,000	-	500,000	-	-	-	620,000	2%
Public Safety Sales Tax	100,000	-	-	35,000	125,000	125,000	385,000	1%
Sales Tax Capital Outlay	54,000	22,000	85,000	30,000	80,000	-	271,000	0%
State/Federal	2,601,426	-	680,000	-	421,400	10,157,728	13,860,554	35%
Street Sales Tax	800,000	800,000	922,695	735,029	953,730	1,080,997	5,292,451	13%
Utility Operating	1,048,500	802,000	1,750,000	1,150,000	1,150,000	1,150,000	7,050,500	18%
Total	**$ 10,007,654**	**$ 1,635,668**	**$ 4,528,695**	**$ 4,753,289**	**$ 2,754,730**	**$ 16,318,725**	**$ 39,998,761**	**100%**
Unfunded Amount	**$ -**	**$ -**	**$ 1,839,200**	**$ 1,789,700**	**$ 591,100**	**$ 10,472,000**	**$ 14,692,000**	

City of Pittsburg
Five Year Capital Improvements Plan

Dept.	Project Name	Source	2016 Adopted	2017 Planned	2018 Planned	2019 Planned	2020 Planned	2021 and Beyond
GENERAL FUND								
Roadways								
PW	North Walnut Street	Bond Funds	$ 255,000	$ -	$ -	$ -	$ -	$ -
PW	East 28th Street	Revolving Funds	20,000	-	-	-	-	-
PW	2016 Street Sales Tax Improvements	Street Sales Tax	489,660	-	-	-	-	-
PW	Traffic Signal Improvement / Replacement at the Intersection of Cleveland and Broadway Streets	Bond Funds	-	-	-	300,000	-	-
PW	Traffic Signal Improvement / Replacement at the Intersection of 4th and Pine Streets	Bond Funds	-	-	-	275,000	-	-
PW	Traffic Signal Improvement / Replacement at the Intersection of Quincy and Broadway	Bond Funds	-	-	-	50,000	-	-
PW	Pedestrian Signal / Replace Existing Pedestrian Crossing Signal at 4th and Miles	Bond Funds	-	-	-	109,000	-	-
PW	2017 Street Sales Tax Improvements	Street Sales Tax	-	700,000	-	-	-	-
PW	East 4th Street Resurfacing / Repair from Fairview to Free King Highway	State / Federal	300,000	-	-	-	-	-
PW	East 4th Street Resurfacing / Repair from Fairview to Free King Highway	Street Sales Tax	310,340	-	-	-	-	-
PW	South Rouse Street Improvements	Bond Funds	4,590,000	-	-	-	-	-
PW	2018 Street Sales Tax Improvements	Street Sales Tax	-	-	566,695	-	-	-
PW	FY 2018 KLINK North Broadway Resurfacing / Repair 21st Street to 27th Street	Street Sales Tax	-	-	200,000	-	-	-
PW	FY 2018 KLINK North Broadway Resurfacing / Repair 21st Street to 27th Street	State / Federal	-	-	200,000	-	-	-
PW	Free King and 4th Street Intersection Improvement	State / Federal	-	-	-	-	-	973,733
PW	Free King and 4th Street Intersection Improvement	Street Sales Tax	-	-	-	-	-	108,192
PW	2019 Street Sales Tax Improvements	Street Sales Tax	-	-	-	585,029	-	-
PW	4th and Joplin Geometric Improvements	Bond Funds	-	-	-	-	-	100,000
PW	4th and Joplin Geometric Improvements	State / Federal	-	-	-	-	-	900,000
PW	FY 2020 KLINK North Broadway Resurfacing / Repair 27th Street to Atkinson	Street Sales Tax	-	-	-	-	200,000	-
PW	FY 2020 KLINK North Broadway Resurfacing / Repair 27th Street to Atkinson	State / Federal	-	-	-	-	200,000	-
PW	Traffic Signal Improvement / Replacement at the Intersection of 4th and Locust Streets	Bond Funds	-	-	-	-	-	50,000
PW	2020 Street Sales Tax Improvements	Street Sales Tax	-	-	-	-	603,730	-
PW	2021 Street Sales Tax Improvements	Street Sales Tax	-	-	-	-	-	822,805
		Sub-total	**$ 5,965,000**	**$ 700,000**	**$ 966,695**	**$ 1,319,029**	**$ 1,003,730**	**$ 2,954,730**

City of Pittsburg
Five Year Capital Improvements Plan

Dept.	Project Name	Source	2016 Adopted	2017 Planned	2018 Planned	2019 Planned	2020 Planned	2021 and Beyond
Bridges								
UT	East 14th Street Bridge Repair/Replacement	Bond Funds	$ -	$ -	$ -	$ 250,000	$ -	$ -
UT	West 20th Street Bridge Repair/Replacement - County Match	Street Sales Tax	-	100,000	-	-	-	-
PW	Fourth Street Railroad Overpass Replacement	State / Federal	-	-	-	-	-	5,050,000
PW	Fourth Street Railroad Overpass Replacement	Bond Funds	-	-	-	-	-	95,000
PW	Bridge Repair and Replacement East Quincy	State / Federal	-	-	-	-	-	2,000,000
		Sub-total	**$ -**	**$ 100,000**	**$ -**	**$ 250,000**	**$ -**	**$ 7,145,000**
Aviation								
PW	Airport Administration Building Access Road	Revolving Funds	$ -	$ -	$ 500,000	$ -	$ -	$ -
PW	Atkinson Airport T-Hanger (Single Engine) Relocate, Reskin / Repair	Bond Funds	-	-	-	-	-	400,000
PW	Runway 16 - 34 Mill and Overlay	State / Federal	1,031,214	-	-	-	-	-
PW	Runway 16 - 34 Mill and Overlay	Bond Funds	114,579	-	-	-	-	-
PW	Runway 16-34 Extension	State / Federal	1,196,112	-	-	-	-	-
PW	Runway 16-34 Extension	Bond Funds	132,901	-	-	-	-	-
PW	Parallel Taxiway - Engineering	State / Federal	74,100	-	-	-	-	-
PW	Parallel Taxiway - Engineering	Bond Funds	3,900	-	-	-	-	-
PW	Parallel Taxiway - Construciton	State / Federal	-	-	450,000	-	-	-
PW	Parallel Taxiway - Construciton	Sales Tax Capital Outlay	-	-	50,000	-	-	-
PW	New Airport Administration Building Apron / Tarmac	State / Federal	-	-	-	-	-	1,140,000
PW	New Airport Administration Building Apron / Tarmac	Bond Funds	-	-	-	-	-	60,000
PW	Atkinson Airport Runway 4 -22 Rehabilitation	State / Federal	-	-	-	-	221,400	-
PW	Atkinson Airport Runway 4 -22 Rehabilitation	General Operating	-	-	-	-	24,600	-
PW	Self Serve Aviation Fuel	State / Federal	-	-	30,000	-	-	-
PW	Self Serve Aviation Fuel	Sales Tax Capital Outlay	-	-	30,000	-	-	-
		Sub-total	**$ 2,552,806**	**$ -**	**$ 1,060,000**	**$ -**	**$ 246,000**	**$ 1,600,000**

City of Pittsburg
Five Year Capital Improvements Plan

Dept.	Project Name	Source	2016 Adopted	2017 Planned	2018 Planned	2019 Planned	2020 Planned	2021 and Beyond
Pedestrian and Bikeways								
PW	Safe Routes to Schools - 3 Areas	Grant/Donations	$ 187,348	$ -	$ -	$ -	$ -	$ -
PW	Safe Routes to Schools - 3 Areas	Sales Tax Capital Outlay	46,000	-	-	-	-	-
PW	Trail: Meadowlark South	Grant/Donations	-	-		433,260	-	-
PW	Sidewalks: Hotels on North Broadway south to the TIF District retail and restaurant area	Grant/Donations	-		200,000	-	-	-
PW	Trail: Wilderness Park to Hotels	Grant/Donations	-		66,000	-	-	-
PW	Multi-use Hike and Bike Trail along Rouse from 4th St. to Washington St.	Grant/Donations	-	-	250,000		-	-
PR	Trail Extension: East / West Connector W/ Overpass	State/Federal	-	-	-	-	-	93,995
PW	Watco Trail Lefler Park Pedestrian Hybrid Crossing	Street Sales Tax	-	-	6,000	-	-	-
PW	City Owned Sidewalk Repair	Street Sales Tax	-	-	50,000	50,000	50,000	50,000
PW	Arterial Sidewalk Repair	Street Sales Tax	-	-	50,000	50,000	50,000	50,000
PW	Residential Sidewalk Matching Program	Street Sales Tax	-	-	50,000	50,000	50,000	50,000
PW	Multi-Use Hike and Bike Trail along Elm and Locust from Quincy to 7th	Grant/Donations	-	-	-	-	-	1,500,000
PW	Multi-use Hike and Bike Trail along Joplin St. from 7th St. to Atkinson	Grant/Donations	-	-	-	-	-	1,500,000
		Sub-total	**$ 233,348**	**$ -**	**$ 672,000**	**$ 583,260**	**$ 150,000**	**$ 3,243,995**
Buildings								
PW	Street Division Building Improvements	Bond Funds	$ -	$ -	$ -	$ 300,000	$ -	$ -
PR	Memorial Auditorium Lighting System	Bond Funds	-	-	30,000	30,000	30,000	60,000
PR	LED Message Center	Sales Tax Capital Outlay	-	-	29,000	-	-	-
PR	Upper Level Restroom	Bond Funds	-	-	-	-	-	40,000
PR	Replace Moving Wall System	Bond Funds	-	-	-	100,000	-	-
PR	Replace Carpet in Lobby	General Operating	-	-	-	25,000	-	-
PR	Rigging Lift Equipment	Sales Tax Capital Outlay	-	-	40,000	-	-	-
PR	North Lawn Improvements	General Operating	-	-	200,000	-	-	-
PR	Auditorium Audio/Visual System	Sales Tax Capital Outlay	-	-	-	30,000	-	-
PR	Upgrade Intelligent Lighting	Sales Tax Capital Outlay	-	-	-	-	20,000	-
PR	Balcony Elevator	Bond Funds	-	-	-	-	-	300,000
PR	Sound System upgrade and Replacement	Bond Funds	-	-	-	-	-	100,000
PR	Cart Shed Addition	General Operating	-	-	75,000	-	-	-
PW	Asphalt Plant Improvements (Drum and Oil Storage)	Bond Funds	-	-	-	120,000	-	-
PR	Loading Ramp & Garage Improvements	Sales Tax Capital Outlay	-	-	30,000	-	-	-
PR	Stage Floor Replacement MACC	Sales Tax Capital Outlay	-	-	30,000	-	-	-
FR	Training tower concrete replacement and repair	Bond Funds	-	-	-	180,000	-	-
FR	Concrete approach / Replacement	General Operating	-	-	-	95,000	-	-
FR	Training tower modifications	Public Safety Sales Tax	-	-	-	35,000	-	-
PR	New Schlanger Center	Bond Funds	-	-	-	250,000	-	-
FR	Training Tower Annex	Public Safety Sales Tax	-	-	-	-	125,000	125,000
		Sub-total	**$ -**	**$ -**	**$ 434,000**	**$ 1,165,000**	**$ 175,000**	**$ 625,000**

City of Pittsburg
Five Year Capital Improvements Plan

Dept.	Project Name	Source	2016 Adopted	2017 Planned	2018 Planned	2019 Planned	2020 Planned	2021 and Beyond
Recreation								
PR	Skate Park Relocation & Renovation - Engineering	Sales Tax Capital Outlay	$ 8,000	$ -	$ -	$ -	$ -	$ -
PR	Skate Park Relocation & Renovation - Construction	Grant/Donations	-	-	-	150,000	-	-
PR	Irrigation Upgrade - Golf Course	Sales Tax Capital Outlay	-	-	-	-	50,000	-
PR	Aquatic Center Decking	Sales Tax Capital Outlay	-	22,000	-	-	-	-
PR	Lighting: Berry Ball Field	Bond Funds	-	-	-	100,000	-	-
PR	Lighting: Jim Kelly Ball Field	Bond Funds	-	-	-	100,000	-	-
PR	JayCee Warning Track Drainage	Sales Tax Capital Outlay	-	-	25,000	-	-	-
PR	Schlanger Park Tennis Courts	Sales Tax Capital Outlay	-	-	-	20,000	-	-
PR	Replacement Feature in PAC Wading Pool	Sales Tax Capital Outlay	-	-	-	13,000	-	-
PR	Mini-Golf Course Improvement	Sales Tax Capital Outlay	-	-	-	40,000	-	-
PR	Schlanger Park Shelter House	Sales Tax Capital Outlay	-	-	-	40,000	-	-
PR	Lakeside Park Sidewalk & Dock	Grant/Donations	-	11,668	-	-	-	-
PR	Jaycee Walking Trail Bridge	Sales Tax Capital Outlay	-	-	10,000	-	-	-
PR	Russell Concession Stand	Sales Tax Capital Outlay	-	-	-	60,000	-	-
PR	Lighting: Bill Russell Ball Field	Bond Funds	-	-	-	100,000	-	-
PR	Field Turf Replacement - Jaycee	Bond Funds	-	-	-	125,000	-	-
PR	Field Turf Replacement - Jaycee	General Operating			-	125,000		
PR	Lighting: Bunk Ball Field	Bond Funds	-	-	-	100,000	-	-
PR	Lighting: Deramus Ball Field	Bond Funds	-	-		100,000	-	-
		Sub-total	**$ 8,000**	**$ 33,668**	**$ 35,000**	**$ 1,073,000**	**$ 50,000**	**$ -**
Other								
PS	Fiber Backbone	Public Safety Sales Tax	$ 100,000	$ -	$ -	$ -	$ -	$ -
ED	Fiber Backbone	Revolving Funds	100,000	-	-	-	-	-
		Sub-total	**$ 200,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
		General Fund Total	**$ 8,959,154**	**$ 833,668**	**$ 3,167,695**	**$ 4,390,289**	**$ 1,624,730**	**$ 15,568,725**

City of Pittsburg
Five Year Capital Improvements Plan

UTILITY FUND

Water Treatment Plant

Dept.	Project Name	Source	2016 Adopted	2017 Planned	2018 Planned	2019 Planned	2020 Planned	2021 and Beyond
UT	Well #10 Rebuild Pump / Replace Column Pipe	Utility Operating	$ 130,000	$ -	$ -	$ -	$ -	$ -
UT	Elevator Control Replacement	Utility Operating	-	100,000	-	-	-	-
UT	S. Water Tower - Sandblast / Repaint	Utility Operating	-	-	582,500	-	-	-
UT	Aeration Filter Media Replacement	Utility Operating	-	-	-	40,000	-	-
UT	Well #8 - Pump Pull & Rebuild - Scheduled Maintenance	Utility Operating	-	-	-	50,000	-	-
UT	SCU 1 & 2 - Sandblast & Paint	Utility Operating	-	-	-	-	120,000	-
UT	Boiler Replacement	Utility Operating	-	-	-	-	-	35,000
UT	Pine Street Backup Power	Utility Operating	-	-	-	-	-	35,000
		Sub-total	**$ 130,000**	**$ 100,000**	**$ 582,500**	**$ 90,000**	**$ 120,000**	**$ 70,000**

Water Distribution

Dept.	Project Name	Source	2016 Adopted	2017 Planned	2018 Planned	2019 Planned	2020 Planned	2021 and Beyond
UT	Hobson Drive & Place	Utility Operating	$ 161,500	$ -	$ -	$ -	$ -	$ -
UT	100 Block W 23rd	Utility Operating	58,500	-	-	-	-	-
UT	Quincy Court	Utility Operating	-	23,500	-	-	-	-
UT	Washington: College to Woodland	Utility Operating	-	169,000	-	-	-	-
UT	100 W Monroe	Utility Operating	-	-	68,400	-	-	-
UT	Olive: Jefferson to Quincy	Utility Operating	-	-	124,200	-	-	-
UT	Meters and RF	Utility Operating			427,700	427,700	427,700	147,000
UT	Service Renewals - Lead line replacements	Utility Operating			100,000	100,000	100,000	100,000
UT	Repaint Storage Tank	Utility Operating			600,000			
UT	Main Replacement	Utility Operating			387,400	374,500	37,400	-
UT	Park: Broadway to College	Utility Operating	-	-	-	152,000	-	-
UT	100 W Madison	Utility Operating	-	-	-	53,500	-	-
UT	North Joplin 22nd to 25th	Utility Operating	-	-	-	-	121,000	-
UT	North Joplin 25th to 27th	Utility Operating	-	-	-	-	85,000	-
UT	North Joplin 27th to 29th	Utility Operating	-	-	-	-	-	93,000
UT	4th Street: Water to Village	Utility Operating	-	-	-	-	-	195,000
UT	4th Street: Hwy 69 to Lonestar (200th)	Utility Operating	-	-	-	-	-	805,000
UT	North & South Tower Connector Replace	State / Federal	-	-	-	-	-	1,900,000
UT	24" Main: WTP to Broadway & 2nd Street	State / Federal	-	-	-	-	-	2,500,000
UT	New Water Tower at Airport Industrial Park	Utility Operating	-	-	-	-	-	2,900,000
		Sub-total	**$ 220,000**	**$ 192,500**	**$ 1,707,700**	**$ 1,107,700**	**$ 771,100**	**$ 8,640,000**

City of Pittsburg
Five Year Capital Improvements Plan

Dept.	Project Name	Source	2016 Adopted	2017 Planned	2018 Planned	2019 Planned	2020 Planned	2021 and Beyond
Wastewater Treatment Plant								
UT	SE Lift Station Wet Well Mixing System	Utility Operating	$ 21,000	$ -	$ -	$ -	$ -	$ -
UT	In-Line Grinder Systems	Utility Operating	100,000	100,000	-	-	-	-
UT	Clarifier Design and Build	Utility Operating	225,000	-	-	-	-	-
UT	Aeration Catwalk	Utility Operating	-	36,000	-	-	-	-
UT	Lime Gear Box	Utility Operating	-	10,000	-	-	-	-
UT	Schreiber Basin Wall Repairs	Utility Operating	-	11,000	-	-	-	-
UT	Primary Clarifier #1 Launders & Weirs Replace	Utility Operating	-	-	180,000	-	-	-
UT	Primary Clarifier #2 Launders & Weirs Replace	Utility Operating	-	-	-	190,000	-	-
UT	Aeration Headers	Utility Operating	-	-	-	35,000	-	-
UT	Generator for Extraneous Flow Pump	Utility Operating	-	-	-	-	50,000	-
UT	Gererator for Mall Lift Station	Utility Operating	-	-	-	-	50,000	-
UT	Barscreen for SE Lift Station	Utility Operating	-	-	-	-	-	250,000
UT	Boiler Replacement	Utility Operating	-	-	-	-	-	70,000
		Sub-total	**$ 346,000**	**$ 157,000**	**$ 180,000**	**$ 225,000**	**$ 100,000**	**$ 320,000**
Wastewater Collection								
UT	Taylor Branch Improvement - CIPP 24" Phase 1	Utility Operating	$ 212,500	$ -	$ -	$ -	$ -	$ -
UT	Fiber Backbone	Utility Operating	100,000	-	-	-	-	-
UT	Taylor Branch Improvement - CIPP 24" Phase 2	Utility Operating	-	212,500	-	-	-	-
UT	West 240th Parallel Line - CIPP 27"	Utility Operating	-	-	225,000	-	-	-
UT	Main Rehabilitation/Replacement	Utility Operating			355,000	341,000	330,000	
UT	Sewer Basin 4B	Utility Operating	-	-	-	239,000	-	-
UT	Sewer Basin 2B Phase II	Utility Operating	-	-	-	-	250,000	-
UT	Sewer Basin 7B South Portion	Utility Operating	-	-	-	-	-	583,000
UT	Sewer Basin 7B Center Portion	Utility Operating	-	-	-	-	-	542,000
UT	Sewer Basin 3A	Utility Operating	-	-	-	-	-	376,000
UT	Sewer Basin 7B North Portion	Utility Operating	-	-	-	-	-	239,000
UT	Sewer Basin 7A	Utility Operating	-	-	-	-	-	103,000
UT	Sewer Basin 5A	Utility Operating	-	-	-	-	-	95,000
UT	Sewer Basin 4C	Utility Operating	-	-	-	-	-	51,000
UT	Sewer Basin 2C	Utility Operating	-	-	-	-	-	27,000
UT	Sewer Basin 5B	Utility Operating	-	-	-	-	-	19,000
UT	Sewer Basin 6	Utility Operating	-	-	-	-	-	7,000
		Sub-total	**$ 312,500**	**$ 212,500**	**$ 580,000**	**$ 580,000**	**$ 580,000**	**$ 2,042,000**

City of Pittsburg
Five Year Capital Improvements Plan

Dept.	Project Name	Source	2016 Adopted	2017 Planned	2018 Planned	2019 Planned	2020 Planned	2021 and Beyond
Stormwater								
UT	Storm water Maintenance-Georgia: Martin to Jefferson	Utility Operating	$ -	$ 90,000	$ -	$ -	$ -	$ -
UT	BMP Installations	Utility Operating			100,000	100,000	100,000	100,000
UT	Storm water Maintenance-Storm Box Replacement Annual Program	Utility Operating	40,000	50,000	50,000	50,000	50,000	50,000
		Sub-total	**$ 40,000**	**$ 140,000**	**$ 150,000**	**$ 150,000**	**$ 150,000**	**$ 150,000**
		Utility Fund Total	**$ 1,048,500**	**$ 802,000**	**$ 3,200,200**	**$ 2,152,700**	**$ 1,721,100**	**$ 11,222,000**
		All Funds Total	**$ 10,007,654**	**$ 1,635,668**	**$ 6,367,895**	**$ 6,542,989**	**$ 3,345,830**	**$ 26,790,725**

RESOLUTION NO. 1189

A RESOLUTION AMENDING RESOLUTION NO. 1187 OF THE CITY OF PITTSURG, KANSAS.

WHEREAS, the governing body of the City of Pittsburg, Kansas, (the "City") has pursuant to its Resolution No. 1187, adopted August 23, 2016, authorized the public sale of its General Obligation Bonds, Series 2016A and Taxable General Obligation Bonds, Series 2016B (collectively the "Bonds"); set forth the details of said sale; and provided for the giving of notice thereof; and

WHEREAS, following the adoption of Resolution No. 1187 both the date of the sale and the dated date of the Bonds were revised; and

WHEREAS, the City wishes to amend Resolution No. 1187 to reflect such revisions.

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

Section 1. That Section 1 of Resolution No. 1187 of the governing body of the City be amended to provide as follows:

> That it is hereby determined to be necessary and, therefore, it is hereby authorized, directed and ordered, that General Obligation Bonds, Series 2016A in the maximum principal amount of Five Million One Hundred Fifty-five Thousand Dollars ($5,155,000) (the "Series 2016A Bonds") and Taxable General Obligation Bonds, Series 2016B in the maximum principal amount of Six Million Five Hundred Thousand Dollars ($6,500,000) (the "Series 2016B Bonds") (the Series 2016A Bonds and Series 2016B Bonds are collectively referred to as the "Bonds") of the City, shall be sold at public sale and in the manner provided by law, on Tuesday, September 27, 2016, at 10:00 a.m. C.D.T. The Bonds shall be dated October 20, 2016.

Section 2. That all other terms and provisions of said Resolution No. 1187 not otherwise amended hereby shall remain as provided therein, respectively. Furthermore, those provisions contained in Resolution No. 1187 hereby amended shall upon the effective date of this resolution be deemed repealed.

Section 4. That this resolution shall take effect and be in force from and after its passage by the governing body of the City.

PASSED AND APPROVED this 13th day of September, 2016.

CITY OF PITTSBURG, KANSAS

____
John Ketterman, Mayor

ATTEST:

____
Tammy Nagel, City Clerk

(SEAL)

(Published in The Morning Sun _________________, 2016)

ORDINANCE NO. S-1036

AN ORDINANCE, levying and assessing special assessments to pay the cost of paving and constructing certain sanitary sewerage improvements, waterline improvements and storm sewer improvements both within and without the city limits of City of Pittsburg, Kansas, with the appropriate appurtenances as further set forth herein.

WHEREAS, pursuant to Resolution No. 1185, the City of Pittsburg, Kansas (the "City") has authorized the creation of an improvement district and construction of certain improvements to serve portions of the City under the authority of K.S.A. 12-6a01, et seq.; and

WHEREAS, the Improvements are described as follows:

(a) off site waterline improvements including approximately 13,409 feet of 16" piping, 538 feet of 12" piping, hydrants and valves, together with all other things necessary and incidental thereto;

(b) off site sanitary sewerage system improvements including approximately 15,631 feet of piping, a lift station and generator equipment, together with all other things necessary and incidental thereto;

(c) on site water line improvements including approximately 360 feet of 16 inch water mains and 3218 feet of 8 inch water mains, 8 fire hydrants, valves and fittings, together with all other things necessary and incidental thereto;

(d) on site sanitary sewer improvements including 1,144 feet of 8 inch sanitary sewer main and 8 manholes, together with all other things necessary and incidental thereto; and

(e) on site storm sewer improvements including approximately 6,574 feet of storm sewer mains varying in size from 8 inches up to 42 inches, 9 man holes, 30 inlet type 22, 17 area inlets, 4 junction chambers and two detention ponds, together with all other things necessary and incidental thereto; and

WHEREAS, prior to the construction of the Improvements, the City has determined the total estimated cost of making the Improvements is Six Million Five Hundred Thousand Dollars and Zero Cents ($6,500,000.00); and

WHEREAS, the total estimated cost of Six Million Five Hundred Thousand Dollars and Zero Cents ($6,500,00.00) is chargeable as special assessments against those lots, pieces, parcels and tracts of land specially benefited thereby; and

WHEREAS, the owner of all property to be assessed waives notice and hearing on the maximum amount of the assessments against the parcels of land in the Improvement District, and waives the right to bring an action pursuant to K.S.A. 12-6a11, and amendments thereto, to set aside the assessments or otherwise question the validity of such proceedings; and

WHEREAS, the owner further waives any right to prepay such assessments within thirty (30) days from the publication of this ordinance fixing and levying said assessments.

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

Section 1: That for the purpose of paying for the cost of making the Improvements enumerated herein, there is hereby levied and assessed against said lots and parcels of land, the total costs of said Improvements. Such assessment is assessed upon the basis of a special appraisement and valuation of parcels of land liable for the cost of the respective Improvements all appraisements being made upon the basis of the quantity and location of land and without regard to the improvements thereon.

Provided however, if the final cost of the completed Improvements is less than the total estimated cost of the Improvements, the City shall adjust the assessments to reflect the cost the of the completed Improvements.

Section 2: The City Clerk, upon publication of this Ordinance shall mail a written notice to the owner of the specific property subject to such assessment, describing the property and setting forth the amount levied thereon. Such notice shall further notify the owner that, to provide for the payment of the cost of the Improvements therein referred to, the City of Pittsburg shall issue general obligation improvement bonds maturing in twenty (20) annual installments.

Section 3: That the amounts levied and assessed as aforesaid, shall be due and payable in twenty (20) equal annual installments. There is hereby further levied and assessed against each lot and parcel of land liable for such special assessment as herein provided, interest at the rate provided in such bonds, which interest shall be collected at the same time and in the same manner as the installments of principal.

Section 4: After the taking effect of this Ordinance and at the same time as other taxes are certified, the City Clerk shall certify in one certificate to the County Clerk of Crawford interest on all unpaid balances for each year at the rate provided in the bonds. All such amount certified shall be subject to like penalties and collected in the same manner as other taxes.

Section 5: This Ordinance shall be in force and take effect form and after its passage and one publication in the official City newspaper.

PASSED this ______ day of ________________, 2016.

____
John Ketterman – Mayor

ATTEST:

____
City Clerk – Tammy Nagel

(SEAL)

(Published in The Morning Sun _________________, 2016)

ORDINANCE NO. S-1037

AN ORDINANCE, levying and assessing special assessments to pay the cost of paving and constructing the North Walnut Street extension in the City of Pittsburg, Kansas, with the appropriate appurtenances as further set forth herein.

WHEREAS, pursuant to Resolution No. 1186, the City of Pittsburg, Kansas (the “City”) has authorized the creation of an improvement district and construction of certain improvements to serve portions of the City under the authority of K.S.A. 12-6a01, et seq.; and

WHEREAS, the Improvements are described as follows: paving and constructing an extension of North Walnut Street commencing at the south line of 29th Street and proceeding approximately 450 feet south to the south line of a newly constructed 28th Street, including paving and pavement marking, curb and gutter, together with storm sewers and drainage improvements, lighting, easement and right or way acquisition, surveying, design and construction engineering, and all costs necessary and incidental thereto; and

WHEREAS, prior to commencement of the construction of the Improvements, the City has determined the total estimated cost of making the Improvements is Two Hundred Fifty-Five Thousand Dollars and Zero Cents ($255,000.00); and

WHEREAS, One Hundred Seventy Thousand Dollars and Zero Cents ($170,000.00) of the total estimated cost of making the Improvements is chargeable as special assessments against those lots, pieces, parcels and tracts of land specially benefited thereby; and

WHEREAS, the owners of all property to be assessed waive notice and hearing on the maximum amount of the assessments against the parcels of land in the Improvement District, and waive the right to bring an action pursuant to K.S.A. 12-6a11, and amendments thereto, to set aside the assessments or otherwise question the validity of such proceedings; and

WHEREAS, the owners further waive any right to prepay such assessments within thirty (30) days from the publication of this ordinance fixing and levying said assessments.

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

Section 1: That for the purpose of paying for a part of the cost of making the Improvements enumerated herein, there is hereby apportioned, levied, and assessed against said parcels of land, the separate amount set opposite thereof respectively. Such assessments are apportioned and assessed equally against each parcel of land liable for the cost of the respective Improvements without regard to the improvements thereon, as set forth below herein:

	DESCRIPTION	ASSESSMENT
(a)	Tract 1 owned by Norman Miller a/k/a Norman R. Miller and Nancy Miller a/k/a Nancy R. Miller described on Exhibit A attached hereto and incorporated herein.	$85,000.00
(b)	Tract 2 owned by Equipped, Inc. is described on Exhibit B attached hereto and incorporated herein.	$85,000.00

Provided however, if the final cost of the completed Improvements is less than the total estimated cost of the Improvements, the City shall adjust the assessments to reflect the cost the of the completed Improvements.

Section 2: The City Clerk, upon publication of this Ordinance shall mail a written notice to the owners of the specific property subject to such assessment, describing the property and setting forth the amount levied thereon. Such notice shall further notify the owner that, to provide for the payment of the cost of the Improvements therein referred to, the City of Pittsburg shall, issue general obligation bonds maturing in fifteen (15) annual installments.

Section 3: That the respective amounts apportioned, levied and assessed as aforesaid, shall be due and payable in fifteen (15) equal annual installments. There is hereby further levied and assessed against each parcel of land liable for such special assessment as herein provided, interest at the rate provided in such bonds, which interest shall be collected at the same time and in the same manner as the installments of principal.

Section 4: After the taking effect of this Ordinance and at the same time as other taxes are certified, the City Clerk shall certify in one certificate to the County Clerk of Crawford interest on all unpaid balances for each year at the rate provided in the bonds. All such amount certified shall be subject to like penalties and collected in the same manner as other taxes.

Section 5: This Ordinance shall be in force and take effect form and after its passage and one publication in the official City newspaper.

PASSED this ______ day of ________________, 2016.

____
John Ketterman – Mayor

ATTEST:

____
City Clerk – Tammy Nagel

(SEAL)

City of Pittsburg, Kansas
2016 Budget Review
As of August 31, 2016
(66.67% of Fiscal Year has passed)

		Revenues (1)			Expenditures					
Budgeted Funds	Un-Encumbered Cash Balance 1/1/2016	Esitmated Budget 2016	Y-T-D Revenues 8/31/2016	Percent Received	Estimated Budget 2016	Y-T-D Expenses 8/31/2016	Percent Used	Loan Activity	Y-T-D Net	Un-Encumbered Cash Balance 8/31/2016
General Fund	$ 2,921,413	$ 25,033,169	$ 17,708,143	70.74%	$ 25,068,253	$ 17,690,947	70.57%	$ -	$ 17,196	$ 2,938,609
Public Library	103,501	779,416	688,182	88.29%	790,637	483,211	61.12%	-	204,971	308,472
Public Library Annuity	232,538	145	178	122.98%	112,612	59,000	52.39%	-	(58,822)	173,716
Special Alcohol & Drug	71,765	92,013	44,803	48.69%	84,840	44,925	52.95%	-	(122)	71,643
Special Parks & Recreation	-	92,013	44,803	48.69%	92,013	44,803	48.69%	-	-	-
Street & Highway	97,849	1,064,706	749,439	70.39%	1,061,955	656,394	61.81%	-	93,045	190,894
Street & Highway Sales Tax	222,327	1,126,066	784,130	69.63%	1,165,000	465,801	39.98%	-	318,329	540,656
Section 8 Housing	827	1,571,225	1,024,827	65.22%	1,572,006	1,009,385	64.21%	-	15,442	16,269
Revolving Loan Fund	3,094,750	1,339,487	821,441	61.33%	3,339,888	753,139	22.55%	(108,440)	(40,138)	3,054,612
Debt Service	807,700	5,756,179	5,497,665	95.51%	5,734,613	5,577,905	97.27%	-	(80,240)	727,460
Public Utilities	1,442,466	7,906,526	5,190,146	65.64%	8,182,245	5,206,588	63.63%	-	(16,442)	1,426,024
Capital Reserves (1)	375,000	-								375,000
Stormwater	156,954	808,756	534,987	66.15%	807,901	615,315	76.16%	-	(80,328)	76,626
Totals	$ 9,527,090	$ 45,569,701	$ 33,088,744	72.61%	$ 48,011,963	$ 32,607,414	67.92%	$ (108,440)	$ 372,890	$ 9,899,981

(1) Public Utility Capital Reserves: $225,000 for Wastewater Treatment Plant Clarifier and $150,000 set aside for water tower maintenance.

Notable Items:
*Sales Tax revenue is up 0.98% YTD compared to same period in 2015.
*Utility revenue is down 1.03% compared to budget