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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 23, 2018
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the January 9th, 2018, City Commission Meeting Minutes.
- b. Approval of Ordinance No. S-1051, amending Ordinance No. S-1043, fixing the salary and compensation of the officers and employees of The City of Pittsburg, Kansas, and authorization for the Mayor to sign the Ordinance on behalf of the City.
- c. Approval of Change Order No. 1 reflecting a decrease of \$207.58 making a new contract construction amount of \$74,048.28 and final payment in the amount of \$74,048.28 to ProSeal, Inc., of El Dorado, Kansas, for the 2017 Asphalt Rejuvenation Project.
- d. Approval of Change Order No. 1 reflecting an increase of \$43,751.48, Change Order No. 2 reflecting an increase of \$6,200.00 making a new contract construction amount of \$548,274.22 and final payment in the amount of \$99,783.75 to Heckert Construction Co., Inc., for the 2017 Street Improvements Project.
- e. Approval of staff recommendation to grant the request submitted by Jamie Sponsel to renew the Dance Hall License for Faces Saloon, 202 N. Locust and authorize the City Clerk to issue the license.
- f. Approval of staff recommendation to enter into a contract in the amount of \$4,825.18 with S & H Management, LLC, for fire services outside the City limits to property located at 2106 West 4th Street, and, if approved, authorize the Mayor to sign the contract on behalf of the City.
- g. Approval of staff request to spend up to \$30,000 for a large venue projector for the Memorial Auditorium with the cost of the projector to be distributed equally between the City, Pittsburg Community Theater, and USD250 Pittsburg High School Theater and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 23, 2018
5:30 PM

- h. Approval of the appointment of Todd Loveland to an unexpired term as a member of the Memorial Auditorium Advisory Board effective immediately and to expire on December 31, 2018.
- i. Approval of staff request to designate Southern B Properties, LLC as the recipient of a \$26,500 direct injection and repayable loan in the amount of \$10,000 for the renovation of the building located at 513 North Broadway and authorize the Mayor to sign the appropriate documents on behalf of the City.
- j. Approval of the Appropriation Ordinance for the period ending January 23, 2018 subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

SPECIAL PRESENTATIONS:

- a. ECONOMIC DEVELOPMENT QUARTERLY REPORT - Director of Economic Development Blake Benson and Pittsburg State University Chief Strategy Officer Shawn Naccarato will present the quarterly Economic Development Report. **Receive for file.**
- b. DOWNTOWN ADVISORY BOARD ANNUAL REPORT - Past Chairman Brad Snow will present the annual Downtown Advisory Board Report. **Receive for file.**

CONSIDER THE FOLLOWING:

- a. DOWNTOWN ADVISORY BOARD APPOINTMENTS/REAPPOINTMENT - Consider staff request to reappoint Heather Horton to a second two-year term and appoint three individuals to first two-year terms as members of the Downtown Advisory Board effectively immediately and to expire on December 31st, 2019.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 23, 2018
5:30 PM

- b. DESIGN SERVICES AGREEMENT - RUNWAY 4-22 SEALCOAT AND REMARKING - Staff is requesting Governing Body approval to award design services for the sealcoat and remarking of Runway 4-22 to H.W. Lochner, of Lenexa, Kansas, in the amount of \$45,700.00. **Approve or disapprove request and, if approved, authorize the Mayor to sign the grant documents on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
January 9th, 2018

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, January 9th, 2018, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with President of the Board Jeremy Johnson presiding and the following members present: Sarah Chenoweth, Dawn McNay, Chuck Munsell, and Patrick O'Bryan.

President of the Board Johnson led the flag salute.

PUBLIC INPUT – Wayne Bockleman, 205 West Euclid, discussed the non-enforcement of City Ordinances regarding a non-licensed kennel that is operating next door to his residence.

ELECTION OF MAYOR – On motion of Munsell, seconded by O'Bryan, the Governing Body elected Jeremy Johnson as Mayor of the City of Pittsburg. Motion carried.

SWEARING IN OF MAYOR – The City Clerk administered the Oath of Office to Mayor Johnson and seated him.

ELECTION OF PRESIDENT OF THE BOARD – Commissioner McNay moved to elect Commissioner O'Bryan as the President of the Board of Commissioners. Commissioner O'Bryan moved to elect Commissioner Munsell as the President of the Board of Commissioners. Commissioner Chenoweth seconded the motion made by Commissioner McNay to elect Commissioner O'Bryan as the President of the Board of Commissioners. Motion carried.

SWEARING IN OF PRESIDENT OF THE BOARD – The City Clerk administered the Oath of Office to President of the Board O'Bryan and seated him.

APPROVAL OF MINUTES – DECEMBER 12th, 2017 – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the December 12th, 2017, City Commission Meeting minutes as submitted. Motion carried.

OFFICIAL NEWSPAPER DESIGNATION – On motion of O'Bryan, seconded by Munsell, the Governing Body designated The Morning Sun as the official City newspaper. Motion carried.

OFFICIAL DEPOSITORY DESIGNATIONS – On motion of O'Bryan, seconded by Munsell, the Governing Body designated BMO Harris Bank, Community National Bank, Commerce Bank, Equity Bank, Labette Bank, Landmark Bank, University Bank, and US Bank as official City depositories. Motion carried.

REAPPOINTMENT TO JUVENILE CORRECTIONS ADVISORY BOARD – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the request submitted by Angie Hadley, Program Coordinator for the Restorative Justice Authority of Crawford County, to reappoint Stacy Kratz to an additional three-year term as a member of the Juvenile Corrections Advisory Board (JCAB). Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
January 9th, 2018

DISPOSITION OF BIDS – PARKS AND RECREATION SHIRTS – On motion of O'Bryan, seconded by Munsell, the Governing Body awarded the 2018 and 2019 Parks and Recreation T-Shirt bid to Ad-Wear & Specialty of Texas, Inc., of Houston, Texas, based on their low bid meeting specifications. Motion carried.

LOAN PAYMENT FORGIVENESS – SILVERCREEK MEDICAL REIMBURSEMENT SOLUTIONS – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to forgive the loan payment in the amount of \$15,000 for Silvercreek Medical Reimbursement Solutions, as the required thresholds for forgiveness have been met, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

CEREAL MALT BEVERAGE LICENSE – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the Cereal Malt Beverage License application submitted by Michael Dalton for Dalton's Back 9 Bar & Grill, LLC dba Dalton's G'Rilla Grille, located at 1618 South Broadway, and directed the City Clerk to issue the license. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the Appropriation Ordinance for the period ending January 9th, 2018, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Chenoweth, Johnson, McNay, Munsell, O'Bryan. Motion carried.

PROPERTY ACQUISITION - 205 NORTH ROUSE – On motion of O'Bryan, seconded by McNay, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to acquire the property located at 205 North Rouse for the purchase price of \$16,000 and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

SOUTH ROUSE WIDENING AND MULTI-USE PATH PROJECT – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the recommendation of the Kansas Department of Transportation (KDOT) to award the bid for the South Rouse Widening and Multi-Use Path Project to Mission Construction Co. Inc., of St. Paul, Kansas, based on their low bid in the amount of \$3,145,385, directed City staff to remit \$2,881,000 to KDOT for the City's share of the costs associated with the project, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

Commissioner O'Bryan requested that citizens who live in the area of the South Rouse project be notified prior to the beginning of the project.

PLAT - PITTSBURG COMMUNITY MIDDLE SCHOOL – On motion of Munsell, seconded by Chenoweth, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to approve the Short Form Plat of the USD #250 Pittsburg Community Middle School (PCMS) properties located in the 1300 Block of North Broadway and authorized the Mayor and City Clerk to sign the Plat on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
January 9th, 2018

ORDINANCE NO. G-1277 – On motion of O'Bryan, seconded by Munsell, the Governing Body adopted Ordinance No. G-1277, amending Section 2-33 of the Pittsburg City Code concerning compensation of Pittsburg City Commissioners and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

NON-AGENDA REPORTS AND REQUESTS - City Manager Daron Hall stated that City staff will follow up with Mr. Bockleman regarding the concerns he expressed during Public Input. Commissioner O'Bryan asked to receive information regarding how the issue is resolved.

ADJOURNMENT: On motion of O'Bryan, seconded by Munsell, the Governing Body adjourned the meeting at 6:07 p.m. Motion carried.

Jeremy Johnson, Mayor

ATTEST:

Tammy Nagel, City Clerk

To: Daron Hall, City Manager
From: Tiffany Jarman, Human Resources Director
Date: January 4, 2017
Re: Ordinance No. S-1043 (Salary Ordinance)

In the past year, the City has modified a few job duties and responsibilities, which created new titles and job codes. A few of the new or modified titles were not in the previous Salary Ordinance and need to be added. With the exception of the new wages for the Commissioners, there were no modifications to the wages ranges. As the new positions were created, they were assigned to the grade that most closely matched other roles previously approved in the Ordinance. The proposed draft captures the new titles and responsibilities, along with newly approved Commissioners' wages.

Attached is the 2017 Salary Ordinance with proposed changes highlighted with a summary of changes outlined below.

Please review the 2018 Salary Ordinance changes for passage and publication with an effective date of pay period beginning January 1, 2018.

Section 2: Changed Commissioners wages from non-paid to bi-weekly installments.

Section 4: Added City Commissioners annual salary as \$3,000 per year

Section 5:

Grade 14E –Added City Inspections Official duties to Assistant Public Utilities Director title and created blended title capturing both roles

Grade 13E – Delete City Inspection Official title

Grade 12E – Change Title from Public Relations to Public Information Manager

Grade 10 – Add new Payroll Manager

Grade 9 - Add new Human Resources Generalist

Grade 6 – Add new Full Time Assistant Technical Director

Grade 5 – Add new Farmer's Market Manager

Grade 4 – Add new Full Time Customer Service Representative

Grade 3

- Add Intern to Grade 3 from Grade 1 to allow utilization of more skilled and college educated interns at a competitive wage
- Add “Part-time” to Title and Description to distinguish between Full Time and Part Time roles, responsibilities and pay ranges of both Assistant Technical Director and Customer Service Representatives. Full Time positions were added as new positions to a higher pay grade.

Grade 1 – Remove Intern position – Intern moved to Grade 3 to attract skilled/college educated professionals to entry level roles

ORDINANCE NO. S-1051

AN ORDINANCE AMENDING ORDINANCE NO. S-1043 FIXING THE SALARY AND COMPENSATION OF THE OFFICERS AND EMPLOYEES OF THE CITY OF PITTSBURG, KANSAS.

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

Section 1. Salary and Compensation of Officers and Employees. Officers and employees of the City of Pittsburg, Kansas, shall receive salary and hourly wages, payable in bi-weekly installments, not to exceed the amount set opposite the respective classification of the officer or employee.

Section 2. City Commission. City Commissioners shall receive wages, payable in bi-weekly installments, not to exceed the amount set opposite the below classification. Additionally, each Commissioner shall be entitled to receive and be reimbursed for any reasonable expenses incurred as the result of trips outside of the City on any City business or expenses incurred by such Commissioners in the performance of any official act for or on behalf of the City.

Section 3. City Manager's Authority. The City Manager is hereby empowered to employ qualified persons to fill any department head position at an annual salary at no more than the maximum amount allowed herein, and to employ qualified persons to fill any position other than department head on an annual salary or hourly wage at no more than the maximum amount allowed herein. Employees' salaries and wages may be increased by the City Manager at reasonable intervals until the maximum amount is reached and as may be allowed and paid from time to time. The City Manager is further empowered to allow salary incentive payments in addition to the base salary amounts contained herein, as authorized by the City Commission, for such items as Fire Department First Responder and EMT certificates, Public Works licenses and operator certificates, and Police education and special assignment duties, provided that such incentive payments do not increase employee pay more than 5% above the maximum amounts shown herein.

Section 4. Legal Officers. The following legal officers shall receive annual salary as herein enumerated:

<u>CLASSIFICATION</u>	<u>ANNUAL SALARY</u>
City Attorney	\$58,563
Legal Advisor / Municipal Court Prosecutor	\$46,820
Municipal Court Judge	\$32,011
City Commissioner	\$3,000

Section 5. Department Heads and Exempt Employees. Amounts listed below are for exempt department heads and employees who are paid on a salary rate basis. Exempt employees are not eligible for overtime compensation.

GRADE	JOB CODE	CLASSIFICATION	MINIMUM ANNUAL SALARY	MAXIMUM ANNUAL SALARY
18E	900	City Manager	\$100,000	\$145,000
17E	730	Assistant City Manager	\$62,095	\$102,473
16E	700 701 702 703 709 704 710 705 706 707 708	City Engineer Director of Economic Development Director of Finance & Budget Director of Human Resources Director of Innovation Director of Parks & Recreation Director of Community Development and Housing Director of Public Utilities Director of Public Works Fire Chief Police Chief	\$56,450	\$93,563
14E	651 650 652 653 654	Assistant Director of Finance & Budget Assistant Director of Public Utilities/City Inspections Official Assistant Director of Public Works Deputy Chief of Police Information Technology Manager	\$48,391	\$80,177
13E	600 601 603 602 605 606 607 608 609 610 611 612 613 615 614	Admin Support Services Coordinator Battalion Fire Chief City Clerk City Inspection Official - DELETE Golf Course Superintendent Network Administrator II Operations Superintendent Park Maintenance Superintendent Police Lieutenant Recreation Superintendent Street Superintendent Water Distribution Superintendent WTP Superintendent Waste Water Collection Superintendent WWTP Superintendent	\$44,381	\$72,453

Section 5. Department Heads and Exempt Employees. Amounts listed below are for exempt department heads and employees who are paid on a salary rate basis. Exempt employees are not eligible for overtime compensation.

GRADE	JOB CODE	CLASSIFICATION	MINIMUM ANNUAL SALARY	MAXIMUM ANNUAL SALARY
12E	502	Accounting Manager	\$40,687	\$65,239
	550	Airport Manager		
	604	Community Development & Housing Program Manager		
	559	Compliance Manager		
	558	Customer Service Manager		
	557	Downtown District Coordinator		
	551	Fire Marshal/Safety Coordinator		
	507	Human Resources Manager		
	552	Memorial Auditorium Manager		
	553	Network Administrator I		
	554	Office Manager		
	555	Public Relations (Delete Relations) Information Manager		
11E	505	City Planner	\$38,071	\$58,874
	506	Public Works Foreman		
	500	Stormwater Collection Foreman		
	501	Utilities Foreman		
10E	430	Technical Director	\$34,900	\$53,995
	311	Water Specialist		
9E	413	Assistant Golf Course Superintendent	\$32,002	\$49,645
	414	Clubhouse Manager		
	604	Community Development Specialist		
	415	Parks and Recreation Operations & Program Manager		

Section 6. Non-Exempt Employees. Amounts listed below are for non-exempt employees who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 40 hours in a 7-day work cycle.

GRADE	JOB CODE	CLASSIFICATION	MINIMUM HOURLY RATE	MAXIMUM HOURLY RATE
10	450	Administrative Assistant to the City Manager	\$17.12	\$26.48
	451	Communications Supervisor		
	452	Engineering Supervisor		
	453	Facility Maintenance Supervisor		
	343	GIS Specialist		
	461	Housing Supervisor		
	460	Mechanic Supervisor		
	307	Municipal Court Administrator		
	454	Public Works Supervisor		
	388	Records Administrator/Public Information Coordinator		
	360	Staff Accountant II		
	455	Traffic & Communication Supervisor		
	456	Water Distribution Supervisor		
	457	WTP Maintenance Technician		
	458	WW Collect System Supervisor		
	459	WWTP Maintenance Technician		
	462	Payroll Manager (Add)		
9	362	Administrative Support Assistant I	\$15.39	\$23.87
	426	Benefits Manager		
	427	Memorial Auditorium Office Manager		
	350	Building Inspector		
	363	Human Resources Generalist (Add)		
	401	Engineering Technician		
	418	Family Response Advocate		
	402	Field Supervisor		
	403	Park Forester		
	404	Project Coordinator		
	357	Purchasing/Payroll Agent		
	405	Utility Compliance Coordinator		
	406	WWTP Quality Controller		

GRADE	JOB CODE	CLASSIFICATION	MINIMUM HOURLY RATE	MAXIMUM HOURLY RATE
8	351	Codes Enforcement Inspector	\$14.11	\$21.82
	361	Customer Service Specialist II		
	319	Housing Rehab Inspector		
	353	Housing Specialist II		
	356	Information Technology Specialist		
	354	Staff Accountant I		
	355	WTP Operator II		
	330	WWTP Operator II		
	230	Animal Control Officer		
7	301	Administrative Assistant	\$12.93	\$19.99
	302	Cemetery Caretaker		
	303	Communications Technician		
	320	Evidence Technician		
	304	Heavy Equipment Operator		
	305	Housing Assistant		
	318	Housing Specialist I		
	306	Mechanic		
	308	Stormwater Collection Operator II		
	309	Street Sweeper Operator		
	310	Utility Location Specialist		
	311	Water Specialist		
	312	WTP Operator I		
	313	WW Collection System Operator		
	314	WWTP Operator I		
6	250	Assistant Technical Director (Full Time) (Add)	\$11.85	\$18.34
	260	Airport Attendant		
	271	Customer Service Specialist I		
	261	Facility Maintenance Technician		
	262	Light Equipment Operator		
	263	Municipal Court Clerk		
	264	Police Records Clerk		
	265	Prosecution Clerk		
	266	Stormwater Collection Operator I		
	267	Traffic & Communications Technician		
	269	Water Service Representative		
	268	Animal Control Technician		

GRADE	JOB CODE	CLASSIFICATION	MINIMUM HOURLY RATE	MAXIMUM HOURLY RATE
5	231 232 233 234 235 236 238 240	Aquatic Center Maintenance Manager Aquatic Center Manager Assistant Clubhouse Manager Building Maintenance Worker Housing Coordinator Maintenance Worker III Umpire Farmers Market Manager (Add)	\$10.87	\$16.82
4	200 201 202 203 204 205	Clerk Typist Custodian Customer Service Representative (Full-Time) GIS Clerk Laborer I Park Maintenance Worker	\$9.97	\$15.42
3	103 145 146 166 147 148 149 150 151 202	Intern (move from Grade 1) Aquatic Center Assistant Manager Assistant Technical Director (Part-Time) Facility & Event Coordinator Instructor Maintenance Worker II Parking Enforcement Officer Recreation Program Leader Security Guard Customer Service Representative (Part-Time)	\$8.12	\$11.67
2	125 126 127 128	Lead Event Worker Maintenance Worker I Park Custodian Scorekeeper	\$7.40	\$9.93
1	100 101 102 103 104 105 106 107 108	Cashier/Concession Worker Clubhouse Worker Event Worker Intern - DELETE Laborer Lifeguard Maintenance Worker Receptionist Recreation Program Worker	\$7.25	\$7.95

Section 7. Hourly Wages for Full Time Firefighters: Amounts listed below are for non-exempt firefighters who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 106 hours in a 14-day work cycle, based upon 2,912 hours worked in a year.

F4	315	Fire Captain	\$12.68	\$21.02
F3	237	Fire Lieutenant	\$10.74	\$17.79
F2	160	Fire Driver/Operator	\$ 9.54	\$15.81
F1	157	Firefighter I	\$ 7.71	\$12.76

Section 8. Hourly Wages for Full Time Police Officers. Amounts listed below are for non-exempt police officers who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 40 hours in a 7-day work cycle.

P4	504	Police Sergeant	\$18.31	\$30.31
P3	419 420 422 421 423	Crime Analyst Criminal Investigator Evidence Control Specialist Narcotics Investigator Police Corporal	\$17.00	\$28.05
P2	317	Police Officer II	\$16.36	\$27.15
P1	316	Police Officer I	\$14.22	\$23.61

Section 9. Additional Employees. The City Manager may, when necessary, employ additional personnel who shall receive for their services an amount based on the rate being paid for similar work as herein provided, the rate of pay for such work to be determined by the City Manager.

Section 10. Repealed. That Ordinance No. S-1043 of the City of Pittsburg, Kansas, and all other ordinances, or parts of Ordinances, in conflict herewith be, and the same are, hereby repealed.

Section 11. Effective Date. This Ordinance shall take effect after its passage and publication in the official City paper with any changes being reflected on the first pay in 2018.

Passed this 23th day of January, 2018.

Jeremy Johnson, Mayor

ATTEST:

Tammy Nagel, City Clerk

(Published in the Morning Sun on January 26th, 2018)

ORDINANCE NO. S-1051

AN ORDINANCE AMENDING ORDINANCE NO. S-1043 FIXING THE SALARY AND COMPENSATION OF THE OFFICERS AND EMPLOYEES OF THE CITY OF PITTSBURG, KANSAS.

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

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Section 2. City Commission. City Commissioners shall receive wages, payable in bi-weekly installments, not to exceed the amount set opposite the below classification. Additionally, each Commissioner shall be entitled to receive and be reimbursed for any reasonable expenses incurred as the result of trips outside of the City on any City business or expenses incurred by such Commissioners in the performance of any official act for or on behalf of the City.

Section 3. City Manager's Authority. The City Manager is hereby empowered to employ qualified persons to fill any department head position at an annual salary at no more than the maximum amount allowed herein, and to employ qualified persons to fill any position other than department head on an annual salary or hourly wage at no more than the maximum amount allowed herein. Employees' salaries and wages may be increased by the City Manager at reasonable intervals until the maximum amount is reached and as may be allowed and paid from time to time. The City Manager is further empowered to allow salary incentive payments in addition to the base salary amounts contained herein, as authorized by the City Commission, for such items as Fire Department First Responder and EMT certificates, Public Works licenses and operator certificates, and Police education and special assignment duties, provided that such incentive payments do not increase employee pay more than 5% above the maximum amounts shown herein.

Section 4. Legal Officers. The following legal officers shall receive annual salary as herein enumerated:

<u>CLASSIFICATION</u>	<u>ANNUAL SALARY</u>
City Attorney	\$58,563
Legal Advisor / Municipal Court Prosecutor	\$46,820
Municipal Court Judge	\$32,011
City Commissioner	\$3,000

Section 5. Department Heads and Exempt Employees. Amounts listed below are for exempt department heads and employees who are paid on a salary rate basis. Exempt employees are not eligible for overtime compensation.

GRADE	JOB CODE	CLASSIFICATION	MINIMUM ANNUAL SALARY	MAXIMUM ANNUAL SALARY
18E	900	City Manager	\$100,000	\$145,000
17E	730	Assistant City Manager	\$62,095	\$102,473
16E	700 701 702 703 709 704 710 705 706 707 708	City Engineer Director of Economic Development Director of Finance & Budget Director of Human Resources Director of Innovation Director of Parks & Recreation Director of Community Development and Housing Director of Public Utilities Director of Public Works Fire Chief Police Chief	\$56,450	\$93,563
14E	651 650 652 653 654	Assistant Director of Finance & Budget Assistant Director of Public Utilities/City Inspections Official Assistant Director of Public Works Deputy Chief of Police Information Technology Manager	\$48,391	\$80,177
13E	600 601 603 605 606 607 608 609 610 611 612 613 615 614	Admin Support Services Coordinator Battalion Fire Chief City Clerk Golf Course Superintendent Network Administrator II Operations Superintendent Park Maintenance Superintendent Police Lieutenant Recreation Superintendent Street Superintendent Water Distribution Superintendent WTP Superintendent Waste Water Collection Superintendent WWTP Superintendent	\$44,381	\$72,453

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GRADE	JOB CODE	CLASSIFICATION	MINIMUM ANNUAL SALARY	MAXIMUM ANNUAL SALARY
12E	502	Accounting Manager	\$40,687	\$65,239
	550	Airport Manager		
	604	Community Development & Housing Program Manager		
	559	Compliance Manager		
	558	Customer Service Manager		
	557	Downtown District Coordinator		
	551	Fire Marshal/Safety Coordinator		
	507	Human Resources Manager		
	552	Memorial Auditorium Manager		
	553	Network Administrator I		
	554	Office Manager		
	555	Public Information Manager		
11E	505	City Planner	\$38,071	\$58,874
	506	Public Works Foreman		
	500	Stormwater Collection Foreman		
	501	Utilities Foreman		
10E	430	Technical Director	\$34,900	\$53,995
	311	Water Specialist		
9E	413	Assistant Golf Course Superintendent	\$32,002	\$49,645
	414	Clubhouse Manager		
	604	Community Development Specialist		
	415	Parks and Recreation Operations & Program Manager		

Section 6. Non-Exempt Employees. Amounts listed below are for non-exempt employees who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 40 hours in a 7-day work cycle.

GRADE	JOB CODE	CLASSIFICATION	MINIMUM HOURLY RATE	MAXIMUM HOURLY RATE
10	450	Administrative Assistant to the City Manager	\$17.12	\$26.48
	451	Communications Supervisor		
	452	Engineering Supervisor		
	453	Facility Maintenance Supervisor		
	343	GIS Specialist		
	461	Housing Supervisor		
	460	Mechanic Supervisor		
	307	Municipal Court Administrator		
	454	Public Works Supervisor		
	388	Records Administrator/Public Information Coordinator		
	360	Staff Accountant II		
	455	Traffic & Communication Supervisor		
	456	Water Distribution Supervisor		
	457	WTP Maintenance Technician		
	458	WW Collect System Supervisor		
	459	WWTP Maintenance Technician		
	462	Payroll Manager		
9	362	Administrative Support Assistant I	\$15.39	\$23.87
	426	Benefits Manager		
	427	Memorial Auditorium Office Manager		
	350	Building Inspector		
	363	Human Resources Generalist		
	401	Engineering Technician		
	418	Family Response Advocate		
	402	Field Supervisor		
	403	Park Forester		
	404	Project Coordinator		
	357	Purchasing/Payroll Agent		
	405	Utility Compliance Coordinator		
	406	WWTP Quality Controller		

GRADE	JOB CODE	CLASSIFICATION	MINIMUM HOURLY RATE	MAXIMUM HOURLY RATE
8	351	Codes Enforcement Inspector	\$14.11	\$21.82
	361	Customer Service Specialist II		
	319	Housing Rehab Inspector		
	353	Housing Specialist II		
	356	Information Technology Specialist		
	354	Staff Accountant I		
	355	WTP Operator II		
	330	WWTP Operator II		
	230	Animal Control Officer		
7	301	Administrative Assistant	\$12.93	\$19.99
	302	Cemetery Caretaker		
	303	Communications Technician		
	320	Evidence Technician		
	304	Heavy Equipment Operator		
	305	Housing Assistant		
	318	Housing Specialist I		
	306	Mechanic		
	308	Stormwater Collection Operator II		
	309	Street Sweeper Operator		
	310	Utility Location Specialist		
	311	Water Specialist		
	312	WTP Operator I		
	313	WW Collection System Operator		
	314	WWTP Operator I		
6	250	Assistant Technical Director	\$11.85	\$18.34
	260	Airport Attendant		
	271	Customer Service Specialist I		
	261	Facility Maintenance Technician		
	262	Light Equipment Operator		
	263	Municipal Court Clerk		
	264	Police Records Clerk		
	265	Prosecution Clerk		
	266	Stormwater Collection Operator I		
	267	Traffic & Communications Technician		
	269	Water Service Representative		
	268	Animal Control Technician		

GRADE	JOB CODE	CLASSIFICATION	MINIMUM HOURLY RATE	MAXIMUM HOURLY RATE
5	231	Aquatic Center Maintenance Manager	\$10.87	\$16.82
	232	Aquatic Center Manager		
	233	Assistant Clubhouse Manager		
	234	Building Maintenance Worker		
	235	Housing Coordinator		
	236	Maintenance Worker III		
	238	Umpire		
	240	Farmers Market Manager		
4	200	Clerk Typist	\$9.97	\$15.42
	201	Custodian		
	202	Customer Service Representative		
	203	GIS Clerk		
	204	Laborer I		
	205	Park Maintenance Worker		
3	103	Intern	\$8.12	\$11.67
	145	Aquatic Center Assistant Manager		
	146	Assistant Technical Director (Part-Time)		
	166	Facility & Event Coordinator		
	147	Instructor		
	148	Maintenance Worker II		
	149	Parking Enforcement Officer		
	150	Recreation Program Leader		
	151	Security Guard		
	199	Customer Service Representative (Part-Time)		
2	125	Lead Event Worker	\$7.40	\$9.93
	126	Maintenance Worker I		
	127	Park Custodian		
	128	Scorekeeper		
1	100	Cashier/Concession Worker	\$7.25	\$7.95
	101	Clubhouse Worker		
	102	Event Worker		
	104	Laborer		
	105	Lifeguard		
	106	Maintenance Worker		
	107	Receptionist		
	108	Recreation Program Worker		

Section 7. Hourly Wages for Full Time Firefighters: Amounts listed below are for non-exempt firefighters who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 106 hours in a 14-day work cycle, based upon 2,912 hours worked in a year.

F4	315	Fire Captain	\$12.68	\$21.02
F3	237	Fire Lieutenant	\$10.74	\$17.79
F2	160	Fire Driver/Operator	\$ 9.54	\$15.81
F1	157	Firefighter I	\$ 7.71	\$12.76

Section 8. Hourly Wages for Full Time Police Officers. Amounts listed below are for non-exempt police officers who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 40 hours in a 7-day work cycle.

P4	504	Police Sergeant	\$18.31	\$30.31
P3	419 420 422 421 423	Crime Analyst Criminal Investigator Evidence Control Specialist Narcotics Investigator Police Corporal	\$17.00	\$28.05
P2	317	Police Officer II	\$16.36	\$27.15
P1	316	Police Officer I	\$14.22	\$23.61

Section 9. Additional Employees. The City Manager may, when necessary, employ additional personnel who shall receive for their services an amount based on the rate being paid for similar work as herein provided, the rate of pay for such work to be determined by the City Manager.

Section 10. Repealed. That Ordinance No. S-1043 of the City of Pittsburg, Kansas, and all other ordinances, or parts of Ordinances, in conflict herewith be, and the same are, hereby repealed.

Section 11. Effective Date. This Ordinance shall take effect after its passage and publication in the official City paper with any changes being reflected on the first pay in 2018.

Passed this 23th day of January, 2018.

Jeremy Johnson, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works/City Engineer

DATE: January 12, 2018

SUBJECT: Agenda Item – January 23, 2018
Final Payment and Change Order No. 1
2017 Asphalt Rejuvenation Project
(Walnut-20th to 25th; Broadway-11th to 20th; Georgia-Quincy to 4th;
Michigan-10th to Atkinson; Grand Oaks Addition)

The contractor, ProSeal, Inc., of El Dorado, Kansas, has completed all work on the 2017 Asphalt Rejuvenation Project and is now requesting final payment. They have also submitted Change Order No. 1 for consideration. This change order covers adjustment in plan quantities and reflects a decrease of \$207.58, making a new contract construction amount of \$74,048.28. This project is being funded with sales tax street program funds.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 23, 2018. Action necessary will be approval or disapproval of Change Order No. 1 and for final payment to ProSeal, Inc. in the amount of \$74,048.28.

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

Attachments: Final Payment Documents



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

PROJECT: 2017 ASPHALT SURFACE MAINTENANCE WITH AN ASPHALT REJUVENATING AGENT (FURNISHED AND APPLIED)
(Walnut-20th to 25th; Broadway-11th to 20th; Georgia-Quincy to 4th; Michigan-10th to Atkinson; Grand Oaks Addition)

DATE: November 29, 2017
PAY ESTIMATE: Final

CONTRACTOR: ProSeal, Inc.
P.O. Box 741
El Dorado, Kansas 67042

ORIGINAL CONTRACT CONSTRUCTION AMOUNT \$ 74,255.86

CHANGE ORDER NO. 1 DATED 11-29-2017 (\$207.58)

TOTAL CONSTRUCTION COST \$ 74,048.28

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	ADD QUANTITY	UNIT	NEW QUANTITY	NEW CONTRACT	% COMPLETE	VALUE
1	Base Bid	69,398	S.Y.	\$ 1.07	\$ 74,255.86	-194	S.Y.	69,204	\$ 74,048.28	100%	\$ 74,048.28
Contract Construction Amount											\$ 74,048.28
Value of Completed Work											\$ 74,048.28
Less 10% Retainage											\$ -
Less Previous Estimates											\$ -
Total Deductions											\$ -
Amount Due Contractor on this Estimate											\$ 74,048.28

REQUESTED BY: PROSEAL, INC.

Chris Succell DATE: 12/21/17

REVIEWED BY: GREG HARDISTER, ENGINEERING SUPERVISOR, CITY OF PITTSBURG

Greg Hardister DATE: 12-27-17

APPROVED BY: CAMERON ALDEN, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER, CITY OF PITTSBURG

Cameron Alden DATE: 12-27-17



**2017 ASPHALT SURFACE MAINTENANCE
WITH ASPHALT REJUVENATING AGENT**

(FURNISHED AND APPLIED)

(WALNUT-20TH TO 25TH; BROADWAY-11TH TO 20TH; GEORGIA-QUINCY TO 4TH;
MICHIGAN-10TH TO ATKINSON; GRAND OAKS ADDITION)

Change Order No. 1

CONTRACTOR: ProSeal, Inc.

Date: November 29, 2017

P.O. Box 741

El Dorado, Kansas 67042

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$ 74,255.86
CHANGE ORDER NO. 1 DATED 11-29-2017.....	\$ (207.58)
NEW CONTRACT CONSTRUCTION AMOUNT.....	\$ 74,048.28

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	Base Bid - Reclamite Asphalt Rejuvenator Application	-194	S.Y.	\$ 1.07	\$ (207.58)
TOTAL CHANGE ORDER NO. 1.....					
					(\$207.58)
NEW CONTRACT CONSTRUCTION AMOUNT.....					\$ 74,048.28
ENGINEERING AND INSPECTION (10%).....					\$ -
LEGAL AND ADMINISTRATIVE (5%).....					\$ -
NEW PROJECT TOTAL.....					\$ 74,048.28

ACCEPTED BY: PROSEAL, INC.

[Signature]

DATE: 12/21/17

SUBMITTED BY: Greg Hardister, Engineering Supervisor, City of Pittsburg

[Signature]

DATE: 12-27-17

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

[Signature]

DATE: 12-27-17



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

FINAL PAYMENT DUE CONTRACTOR

PROJECT:

ASPHALT SURFACE MAINTENANCE WITH AN ASPHALT REJUVENATING AGENT (FURNISHED AND APPLIED)
(Walnut-20th to 25th; Broadway-11th to 20th; Georgia-Quincy to 4th; Michigan-10th to Atkinson; Grand Oaks Addition)

Date: November 29, 2017

CONTRACTOR: ProSeal, Inc.
P.O. Box 741
El Dorado, Kansas 67042

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$	74,255.86
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CHANGE ORDER NO. 1 DATED 11-29-2017.....	\$	(207.58)
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CHANGE ORDER NO. DATED		
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TOTAL CONSTRUCTION COST.....	\$	74,048.28
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Less Previous Payments.....	\$	-
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BALANCE DUE CONTRACTOR (FINAL PAYMENT).....	\$	74,048.28
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ACCEPTED BY: ProSeal, Inc.

[Signature]

DATE: 12/21/17

SUBMITTED BY: Greg Hardster, Engineering Supervisor, City of Pittsburg

[Signature]

DATE: 12-27-17

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

[Signature]

DATE: 12-27-17

DATE OF APPROVAL BY CITY COMMISSION: _____



PROSEAL INC.
P.O. BOX 741
EL DORADO, KS 67042

Invoice

Date	Invoice #
10/21/2017	1022304

Bill To
CITY OF PITTSBURG P.O. BOX 688 PITTSBURG, KS 66762

RECEIVED
NOV 17 2017
City of Pittsburg
Dept of Finance & Admin

P.O. No.	Terms

Quantity	Description	Rate	Amount
69,204	RECLAMITE ASPHALT REJUVENATOR APPLICATION	1.07	74,048.28

Thank you for the opportunity to provide Innovative Pavement Preservation. KS, OK, NE, www.proseal.us

Total	\$74,048.28
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**TO BE TYPED
ON COMPANY LETTERHEAD**

**CONSENT OF SURETY
TO REDUCTION IN OR
RELEASE OF RETAINAGE**

PROJECT: 2017 Asphalt Rejuvenation Project

TO: The City of Pittsburg, Kansas
201 W 4th St, PO Box 688
Pittsburg, KS 66762

CONTRACT FOR: \$74,255.86

CONTRACT DATE: September 18, 2017

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the _____, Surety on bond of _____, Contractor, hereby approves the reduction in or partial release of retainage to the Contractor, as follows:

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

The City of Pittsburg, Kansas
as set forth in the said Surety's bond. _____, OWNER,

IN WITNESS WHEREOF, _____ AMCO Insurance Company
the Surety has hereunto set its hand this 21st day of December, 2002017

ATTEST:



AMCO Insurance Company

Surety

Jolene K. Erpelding
Signature of Authorized Representative

Jolene K. Erpelding, Attorney in Fact

Title

**TO BE TYPED
ON COMPANY LETTERHEAD**

**TO: CITY CLERK
CITY OF PITTSBURG
PITTSBURG, KANSAS 66762**

PROJECT: 2017 Asphalt Rejuvenation Project

In accordance with the provisions of the Contract of the above Project, I/We hereby certify and swear that all subcontractors, vendors, persons or firms who have furnished labor or materials for the work, and all rentals of materials, equipment, or property used in connection with the work, and that all taxes have been paid in full or otherwise satisfied.

State of Kansas, <u>Butler</u> County	Contractor: <u>Proseal, Inc.</u>
On this <u>22</u> day of <u>December</u> , <u>200 2017</u> before me, a Notary Public in and for the aforementioned County and State, personally appeared <u>Chris Greenwell</u> , to me known to be the identical person who executed the above statement.	By: <u>[Signature]</u> Title: <u>President</u>
<u>[Signature]</u> Notary Public	Seal: _____ (If Corporate)
My Commission Expires: <u>10-3-2021</u>	<div style="border: 1px solid black; padding: 5px; text-align: center;">AUBREY JUBY NOTARY PUBLIC STATE OF KANSAS My Appointment Expires: <u>10-3-2021</u></div>

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

IN WITNESS this 21st day of December, 20017.



AMCO Insurance Company

[Signature]
Signature of Authorized Representative
Jolene K. Erpelding, Attorney in Fact
ATTORNEY-IN-FACT

RESIDENT AGENT.

cc: Engineering Division

Tax Policy Group
915 SW Harrison St
Topeka, KS 66612-1588

Samuel M. Williams, Secretary



Department of Revenue

Phone: 785-296-3081

Fax: 785-296-7928

www.ksrevenue.org

Sam Brownback, Governor

STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

Name of Entity to whom Project Exemption Certificate was Issued

<u>201 W 4th St</u>	<u>Pittsburg</u>	<u>KS</u>	<u>66762</u>
Street Address	City	State	Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under **Exemption Certificate Number** 0000065313, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(c), (d), (e), (xx), (aaa), (ccc), (iii), (qqq), (sss), (ttt), (uuu), (xxx) and (yyy) as amended.

ProSeal, Inc.

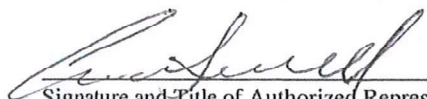
Contractor / Subcontractor

P.O. Box 741

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

El Dorado, Kansas 67042

City, State Zip


Signature and Title of Authorized Representative

12/21/17
Date

INSTRUCTIONS

Upon completion of a tax exempt project, the contractor must furnish this certification to the exempt entity for which the work was performed. The exempt entity needs to retain this document in their files and record the actual date that the project was completed on-line at <https://www.kdor.ks.gov/apps/kcsc/>. All invoices must be retained by the contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue.

PR-77 (Rev. 09/16)



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/City Engineer

DATE: January 12, 2018

SUBJECT: Agenda Item – January 23, 2018
Final Payment and Change Order No.'s 1 & 2
2017 Street Improvements

The contractor, Heckert Construction Co., Inc. of Pittsburg, has completed all work on the above-referenced project and is now requesting final payment. They have also submitted Change Order No.'s 1 and 2 for consideration. Change Order No. 1 reflects an increase of \$43,751.48 and covers adjustment in planned quantities. Change Order No. 2 reflects an increase of \$6,200.00 and covers a new line item for curb and gutter work. If approved, the change orders make a new contract construction amount of \$548,274.22.

Included in this project is the pavement and striping of a portion of East Centennial located in the County from the East City Limits to the first mile section east of the newly constructed bridge. The County has been billed for this portion of the project.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 23, 2018. Action necessary will be approval or disapproval of Change Order No.'s 1 and 2 and for final payment to Heckert Construction Co., Inc. in the amount of \$99,783.75. This project is being funded by sales tax street program funds.

Attachment: Final Payment Documents



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

PROJECT: 2017 STREET IMPROVEMENTS - Mill and Overlay of Centennial Drive, Rouse Street, Mill Road, Hobson Drive, and Hobson Place
DATE: December 19, 2017
PAY ESTIMATE: Final

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

ORIGINAL CONTRACT CONSTRUCTION AMOUNT	\$ 498,322.74
CHANGE ORDER NO. 1 DATED 12-19-2017	\$ 43,751.48
CHANGE ORDER NO. 2 DATED 12-19-2017	\$ 6,200.00
NEW CONTRACT CONSTRUCTION AMOUNT	\$ 548,274.22

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	ADD QUANTITY	UNIT	NEW QUANTITY	NEW CONTRACT AMOUNT	% COMPLETE	VALUE
1	Mobilization	1	L.S.	\$ 20,325.00	\$ 20,325.00					100%	\$ 20,325.00
2	Traffic Control	1	L.S.	\$ 9,840.00	\$ 9,840.00					100%	\$ 9,840.00
3	Site Restoration	1	L.S.	\$ 3,500.00	\$ 3,500.00					100%	\$ 3,500.00
4	Pavement Removal	124	S.Y.	\$ 40.00	\$ 4,960.00	238	S.Y.	362	\$ 14,480.00	100%	\$ 14,480.00
5	8" Concrete Valley Gutter	124	S.Y.	\$ 150.00	\$ 18,600.00	238	S.Y.	362	\$ 54,300.00	100%	\$ 54,300.00
6	6" Aggregate Base	124	S.Y.	\$ 15.00	\$ 1,860.00	238	S.Y.	362	\$ 5,430.00	100%	\$ 5,430.00
7	Milling	47,834	S.Y.	\$ 1.86	\$ 88,971.24	-4632	S.Y.	43,202	\$ 80,355.72	100%	\$ 80,355.72
8	HMA Commercial Grade (Class A)	5,734	Tons	\$ 56.75	\$ 325,404.50	4	Tons	5,738.00	\$ 325,631.50	100%	\$ 325,631.50
9	Transporting Salvagable Material	1	L.S.	\$ 1.00	\$ 1.00					100%	\$ 1.00
10	Pavement Marking (Thermoplastic)(Yellow)(4")	12,302	L.F.	\$ 0.50	\$ 6,151.00	3350	L.F.	15,652.0		100%	\$ 7,826.00
11	Pavement Marking (Thermoplastic)(White)(4")	4,300	L.F.	\$ 0.50	\$ 2,150.00	3350	L.F.	7,650.0		100%	\$ 3,825.00
12	Pavement Marking (Thermoplastic)(White)(24")	936	L.F.	\$ 10.00	\$ 9,360.00					100%	\$ 9,360.00
13	Pavement Marking RR Crossing Kit (Patterned)(Cold Plastic)(White)	6	Each	\$ 1,200.00	\$ 7,200.00					100%	\$ 7,200.00
NEW	30" Type II Concrete Curb and Gutter (CO #2)			\$ 50.00		124	L.F.	124	\$ 6,200.00	100%	\$ 6,200.00
Value of Completed Work											\$ 548,274.22
Less 10% Retainage											\$ -
Less Previous Estimates											\$ 448,490.47
Total Deductions											\$ 448,490.47
Amount Due Contractor on this Estimate											\$ 99,783.75

REQUESTED BY: HECKERT CONSTRUCTION CO., INC.

Peter J. Kemer

DATE: January 16, 2018

REVIEWED BY: JACOB REAGAN, ENGINEERING TECH, CITY OF PITTSBURG

Jacob Reagan

DATE: 1/11/2018

APPROVED BY: CAMERON ALDEN, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER, CITY OF PITTSBURG

Cameron Alden

DATE: 1/11/2018



2017 Street Improvements Mill & Overlay

Centennial Drive, Rouse Street, Mill Road, Hobson Drive and Hobson Place
Change Order No. 1

CONTRACTOR: Heckert Construction Co., Inc.

Date: December 11, 2017

746 East 520th Avenue

Pittsburg, Kansas 66762

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$ 498,322.74
CHANGE ORDER NO. 1 DATED 12-11-2017	\$ 43,751.48
NEW CONTRACT CONSTRUCTION AMOUNT.....	\$ 542,074.22

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
4	Pavement Removal	238	S.Y.	\$ 40.00	\$ 9,520.00
5	8" Concrete Valley Gutter	238	S.Y.	\$ 150.00	\$ 35,700.00
6	6" Aggregate Base	238	S.Y.	\$ 15.00	\$ 3,570.00
7	Milling	-4,632	S.Y.	\$ 1.86	\$ (8,615.52)
8	HMA Commercial Grade (Class A)	4	Tons	\$ 56.75	\$ 227.00
10	Pavement Marking (Thermoplastic)(Yellow)(4")	3350	L.F.	\$ 0.50	\$ 1,675.00
11	Pavement Marking (Thermoplastic)(White)(4")	3350	L.F.	\$ 0.50	\$ 1,675.00
TOTAL CHANGE ORDER NO. 1.....					\$ 43,751.48
NEW CONTRACT CONSTRUCTION AMOUNT.....					\$ 542,074.22
ENGINEERING AND INSPECTION (10%).....					\$ -
LEGAL AND ADMINISTRATIVE (5%).....					\$ -
NEW PROJECT TOTAL.....					\$ 542,074.22

ACCEPTED BY: HECKERT CONSTRUCTION CO., INC.

Peter J. Heckert

DATE: January 10, 2018

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

Jacob Reagan

DATE: 1/11/18

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

Cameron Alden

DATE: 1/11/18

DATE OF APPROVAL BY CITY COMMISSION: _____



2017 Street Improvements Mill & Overlay

Centennial Drive, Rouse Street, Mill Road, Hobson Drive and Hobson Place

Change Order No. 2

CONTRACTOR: Heckert Construction Co., Inc.

Date: December 19, 2017

746 East 520th Avenue

Pittsburg, Kansas 66762

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$ 498,322.74
CHANGE ORDER NO. 1 DATED 12-19-2017.....	\$ 43,751.48
CHANGE ORDER NO. 2 DATED 12-19-2017.....	\$ 6,200.00
NEW CONTRACT CONSTRUCTION AMOUNT.....	\$ 548,274.22

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
New	30" Type II Concrete Curb and Gutter	124	L.F.	\$ 50.00	\$ 6,200.00

TOTAL CHANGE ORDER NO. 2.....	\$ 6,200.00
NEW CONTRACT CONSTRUCTION AMOUNT.....	\$ 548,274.22
ENGINEERING AND INSPECTION (10%).....	\$ -
LEGAL AND ADMINISTRATIVE (5%).....	\$ -
NEW PROJECT TOTAL.....	\$ 548,274.22

ACCEPTED BY: HECKERT CONSTRUCTION CO., INC.

Peter J. Kemmelt

DATE: January 10, 2018

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

Jacob Reagan

DATE: 1/11/18

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

Cameron Alden

DATE: 1/11/18

DATE OF APPROVAL BY CITY COMMISSION: _____



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

FINAL PAYMENT DUE CONTRACTOR

PROJECT: 2017 Street Improvements
Milling & Overlay of Centennial Drive, Rouse Street, Mill Road, Hobson Drive and Hobson Place
Date: December 19, 2017

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

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$	498,322.74
CHANGE ORDER NO. 1 DATED 12-19-2017.....	\$	43,751.48
CHANGE ORDER NO. 2 DATED 12-19-2017.....	\$	6,200.00
TOTAL CONSTRUCTION COST.....	\$	548,274.22
Less Previous Payments.....	\$	448,490.47
BALANCE DUE CONTRACTOR (FINAL PAYMENT).....	\$	99,783.75

ACCEPTED BY: Heckert Construction Co., Inc.

Peter J. Krumholz

DATE: January 10, 2018

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

Jacob Reagan

DATE: 1/11/18

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

Cameron Alden

DATE: 1/11/18

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: 2017 Street Improvements

Mill and Overlay

Centennial Drive, Rouse Street, Mill Road, Hobson Drive, and Hobson Place

TO: City Clerk

City of Pittsburg

201 W. 4th Street

Pittsburg, KS 66762

CONTRACT FOR: 2017 Street Improvements

CONTRACT DATE: September 13, 2017

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
December 13th, 2017.

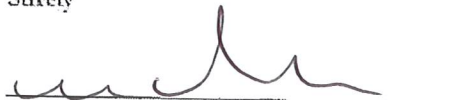
ATTEST:



(SEAL)

West Bend Mutual Insurance Company

Surety



Signature of Authorized Representative

David S. Salavitch, attorney in fact

Title

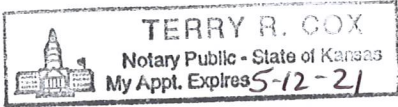
HECKERT CONSTRUCTION CO., INC.

An Asphalt Paving Contractor

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

PROJECT: 2017 Street Improvements
Mill and Overlay
Centennial Drive, Rouse Street
Mill Road, Hobson Drive and Circle

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	Contractor: Heckert Construction Company, Inc.
On this <u>11th</u> day of <u>JANUARY</u> 20 <u>18</u> , before me, a Notary Public in and for the aforementioned County and State personally appeared	By: <u>[Signature]</u> Title: <u>President</u> Seal:
<u>CHARLES M. HECKERT</u> To me known to be the identical person who executed the above statement.	
<u>[Signature]</u> Notary Public	
My Commission Expires: <u>5-12-21</u>	

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 13th day of December, 2017.

(SEAL)

[Signature] David S. Salavitch
Signature of Authorized Representative

ATTORNEY-IN-FACT

RESIDENT AGENT



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

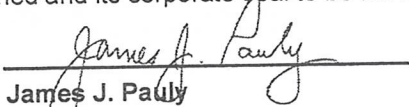
lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum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

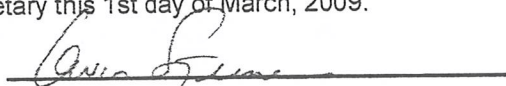
Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory 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
Secretary

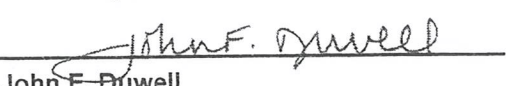



Kevin A. Steiner
Chief Executive Officer / President

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 it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

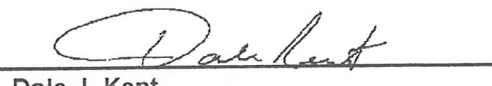



John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

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 13th day of December, 2017




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.

Tax Policy Group
915 SW Harrison St
Topeka, KS 66612-1588

Samuel M. Williams, Secretary



Department of Revenue

Phone: 785-296-3081

Fax: 785-296-7928

www.ksrevenue.org

Sam Brownback, Governor

STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

Name of Entity to whom Project Exemption Certificate was Issued

<u>201 W 4th St</u>	<u>Pittsburg</u>	<u>KS</u>	<u>66762</u>
Street Address	City	State	Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under **Exemption Certificate Number** 0000065312, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(c), (d), (e), (xx), (aaa), (ccc), (iii), (qqq), (sss), (ttt), (uuu), (xxx) and (yyy) as amended.

Heckert Construction Co., Inc.

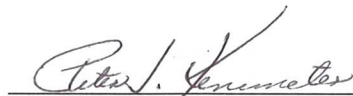
Contractor / Subcontractor

746 East 520th Avenue

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

Pittsburg, Kansas 66762

City, State Zip


Signature and Title of Authorized Representative

January 10, 2018
Date

INSTRUCTIONS

Upon completion of a tax exempt project, the contractor must furnish this certification to the exempt entity for which the work was performed. The exempt entity needs to retain this document in their files and record the actual date that the project was completed on-line at <https://www.kdor.ks.gov/apps/kcsc/>. All invoices must be retained by the contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue.

PR-77 (Rev. 09/16)

INTEROFFICE MEMORANDUM

To: City Manager Daron Hall
Chief Mendy Hulvey
From: Lieutenant Tim Tompkins
CC:
Date: Friday, January 5, 2018
Subject: Dance Hall License Renewal

City Clerk Tammy Nagel has received a request for a Dance Hall License renewal submitted by Ms. Jamie Sponsel, co-owner of Faces Saloon, located at 202 N. Locust Street. In accordance with the renewal request, I have reviewed the calls for service related to Faces Saloon for the period of January 1, 2017 and January 5, 2018. During the review period, the department received 8 calls for service, completed 1 offense report related to a call for service, and completed 2 routine bar checks. Just for information purposes, the one offense report completed involved a resident of a local apartment harassing bar patrons and was not directly related to the bar operation itself.

For comparison purposes, during the 2017 review process, the police department received 4 calls for service, completed no offense reports, and conducted 4 routine bar checks.

In my opinion, the calls for services and the types of calls received are consistent with past reviews completed as part of the Dance Hall License renewal process. Therefore, I would respectfully recommend the Dance Hall License renewal be approved by the Governing Body and the necessary license issued. Should you have any questions concerning the recommendation, please contact me.



FINANCE AND ADMINISTRATION

201 West 4th Street · Pittsburg KS 66762

(620) 231-4100

www.pittks.org

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jamie Clarkson, Director of Finance

DATE: January 10, 2018

SUBJECT: Outside City Fire Contract with S & H Management LLC

The attached contract is for outside the City fire protection for the S & H Management LLC facility located at 2106 W. 4th Street. The amount calculated for 2018 is \$4,825.18.

Action requested is to approve or disapprove the outside fire contract for S & H Management LLC and if approved authorize the Mayor to sign the contract.

cc: Tammy Nagel, City Clerk

CONTRACT FOR INDUSTRIAL FIRE FIGHTING SERVICE

THIS AGREEMENT made and entered into this 23rd day of January 2018, by and between the City of Pittsburg, Crawford County, Kansas, a Municipal Corporation, hereinafter called the City and S & H Management LLC, hereinafter called the Contractee, WITNESSETH:

THAT WHEREAS, the said Contractee is in charge of and handling real estate situated in Crawford County, Kansas, and located on West Fourth Street, a distance of approximately $\frac{3}{4}$ mile west of the city limits of Pittsburg, Kansas, and upon which there is located and kept various buildings used by the Contractee in the operation of manufacturing, and within a distance of five (5) miles from the limits of the City of Pittsburg.

AND, WHEREAS, the Contractee has made application to the City of Pittsburg to furnish Industrial Fire Fighting Service for said premises and property.

THEREFORE: Pursuant to the authority vested in the City, according to law, and in consideration of charges and compensation herein provided, to be paid to the City, and in consideration of their mutual covenants and promises, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

1. The Fire Department of the City shall, when notified, furnish a pumper truck and a minimum of two (2) fire fighters to attend and fight fires that may occur upon the above described premises if, at the time of need for such fire, the Fire Department can spare such equipment and fire fighters. The Fire Department of the City shall make a reasonable effort to attend and extinguish such fires; but it is expressly agreed and understood that the Fire Chief or person in charge of the Fire Department shall have the right in every case to determine whether or not the City can spare any part of its Fire Department equipment and fire fighters at a particular time.
2. IT IS FURTHER AGREED that the City shall not be liable in any way for failure of the Fire Department to attend a fire or put out a fire, or for damages to property or persons, or for any other reason.
3. As compensation for such Industrial Fire Fighting Service to said premises, the Contractee agrees to pay the City of Pittsburg, Kansas, the sum of **\$4,825.18** for the year beginning on the first day of January 2018. Said compensation to the City is based on the mill levy charged to City inhabitants for fire protection and/or the amount necessary to support the operation of the Fire Department. Such mill levy to be multiplied by the Contractee's assessed valuation.

Said figure then to be reduced by twenty-five percent (50%) and which shall be the amount charged, but in no event shall the charge be less than \$150.00 per year. The annual charge shall be re-calculated each year based on succeeding City's mill levy and Contractee's assessed valuation. Said Fire Fighting Services may be extended for additional one-year periods.

4. The City, or the said Contractee, may cancel this contract by the giving of written notice thirty (30) days prior to the date on which cancellation is desired; provided, that cancellation by Contractee shall not provide for any refund of payments made.

IN WITNESS WHEREOF this Contract was signed by the parties this 23rd day of January 2018.

THE CITY OF PITTSBURG, KANSAS

Mayor

ATTEST:

Tammy Nagel, City Clerk

S & H MANAGEMENT LLC





FINANCE AND ADMINISTRATION

201 West 4th Street · Pittsburg KS
66762

(620) 231-4100

www.pittks.org

CALCULATIONS

2018 OUTSIDE CITY FIRE CONTRACT

FIRE DEPARTMENT BUDGET - \$2,768,349 = 21.59697 Mills

CITY ASSESSED VALUATION - \$128,182,295

<u>Firm</u>	<u>Assessed Value (1)</u>	x	<u>Mill Levy</u>	x	<u>.50</u>	<u>=</u>	<u>Contract Cost</u>
S&H Management, LLC 2106 W. 4 th Street	\$446,838	x	21.59697	x	.50	=	\$4,825.18

(1) Assessed Valuation figures furnished by County Treasurer's Office.

CRAWFORD COUNTY REAL ESTATE TAX STATEMENT

2017

Date: 01/05/2018

Statement #: 20996 CAMA #: 196-24-0-00-02-002.00-0-01
 Parcel #: 1962400002002000 Levy: 111.99500
 Property Address: 2106 W 4TH - Pittsburg, KS - 66762
 Deed Name: S & H MANAGEMENT LLC

Tax Unit: 83 - BAKER USD 250

Real Estate**TAX SUMMARY**

First Half Tax: 25,021.81
 Second Half Tax: 25,021.81
 Total Tax: 50,043.62

MAKE CHECKS PAYABLE TO:

CRAWFORD CO TREASURER
 PO BOX 96
 GIRARD, KS - 66743
 620-724-8222

Owner ID #: SHMA00000
 Owner Name: S & H MANAGEMENT LLC
 Owner Address: 1503 BITNER CT
 PITTSBURG, KS - 66762-8782

NOTE: PLEASE VISIT www.crawfordcountykansas.org FOR ALL YOUR TAX QUESTIONS. TO PAY YOUR TAXES ONLINE AND/OR LOOKUP TAX RECEIPTS select DEPARTMENTS & AGENCIES then select COUNTY TREASURER.

PROPERTY DESCRIPTION

Subdivision: Block: Lots: Section: 24 Township: 30 Range: 24
 Legal: S24, T30, R24, ACRES 29.1, BEG 1853.1' N & 495' E SW COR, TH E 835, S 1372.5, W 400, S 435.6, W 100, I Total Acres: 29.10 Ag Acres: 0.00

ASSESSED VALUE						
PROPERTY CLASS	ASSD RATE	PRIOR YEAR	CURRENT YEAR	VALUE CHANGE	% CHANGE	CURRENT TAX
C COMM/INDUSTRIAL RURAL	25.0/25.0	446,838	446,838	0	0.00	50,043.62

THE FIRST \$2,300 IN RESIDENTIAL ASSESSED VALUE IS EXEMPT FROM THE STATEWIDE USD GENERAL FUND MILL LEVY.

Grand Total: 50,043.62**SPECIAL ASSESSMENTS / NRA**

MILL LEVIES	PRIOR YEAR	CURRENT YEAR	% CHANGE
State	1.500000	1.500000	0.00
County	51.057000	51.052000	-0.01
BAKER - TOWNSHIP	0.169000	0.168000	-0.59
FIRE DIST #1	5.000000	6.499000	29.98
SEK LIBRARY	1.419000	1.523000	7.33
USD - 250	48.914000	49.924000	2.06
WILDCAT EXT #14	1.339000	1.329000	-0.75

Grand Total: 109.39800 111.99500 2.37

TAX	PRIOR YEAR	CURRENT YEAR	\$ CHANGE	% CHANGE
State	670.26	670.26	0.00	0.00
County	22,814.20	22,811.97	-2.23	-0.01
BAKER - TOWNSHIP	75.52	75.07	-0.45	-0.60
FIRE DIST #1	2,234.19	2,904.00	669.81	29.98
SEK LIBRARY	634.06	680.53	46.47	7.33
USD - 250	21,856.63	22,307.94	451.31	2.06
WILDCAT EXT #14	598.32	593.85	-4.47	-0.75

Grand Total: 48,883.18 50,043.62 1,160.44 2.37

REVENUE FROM PROPERTY TAX LEVIES	PRIOR YEAR	CURRENT YEAR	\$ CHANGE	% CHANGE
State	30,750.27	30,743.29	-6.98	-0.02
County	1,046,345.08	1,046,162.74	-182.34	-0.02
BAKER - TOWNSHIP	3,455.90	3,436.45	-19.45	-0.56
FIRE DIST #1	102,500.91	133,021.74	30,520.82	29.78
SEK LIBRARY	29,117.26	31,232.10	2,114.84	7.26
USD - 250	956,589.27	977,488.84	20,899.58	2.18
WILDCAT EXT #14	27,422.39	27,211.02	-211.37	-0.77

Grand Total: 2,196,181.08 2,249,296.18 53,115.10 2.42

IF TAXES ARE NOT PAID BY THE DUE DATE, INTEREST PER ANNUM IS CHARGED.

1st HALF / FULL PAYMENT COUPON - 2017**FIRST HALF DUE: 12/20/2017**

TAXPAYER ID #: SHMA00000
 STATEMENT #: 20996
 Parcel #: 1962400002002000
 S & H MANAGEMENT LLC

1



Real Estate

PAID ON
12/15/2017

1503 BITNER CT
 PITTSBURG, KS - 66762-8782

1ST HALF PAYMENT DUE 0.00

2nd HALF PAYMENT COUPON - 2017**SECOND HALF DUE: 05/10/2018**

TAXPAYER ID #: SHMA00000
 STATEMENT #: 20996
 Parcel #: 1962400002002000
 S & H MANAGEMENT LLC

2



Real Estate

1503 BITNER CT
 PITTSBURG, KS - 66762-8782

2ND HALF PAYMENT DUE 25,021.81



To: Daron Hall, City Manager

From: Chris Patterson, Memorial Auditorium General Manager

cc: Jay Byers, Assistant City Manager
Tammy Nagel, City Clerk

Date: January 16, 2018

Re: January 23, 2018 Agenda Item
Memorial Auditorium Advisory Board Appointment

Cynthia Allen has resigned from the Memorial Auditorium Advisory Board and we are in need of a citizen to serve out her unexpired first term through December 2018.

Todd Loveland has submitted a letter expressing his desire to fill the current vacancy. I met with Mr. Loveland where we discussed his passion for live music and his desire to help contribute to the growth of arts and music programming at Memorial Auditorium. His candidacy was discussed at the January 10, 2018 Advisory Board meeting. Memorial Auditorium and Convention Center staff, along with current members of the Memorial Auditorium Advisory Board, are recommending Todd Loveland serve out the unexpired term of Cynthia Allen through December 2018.

In this regard, could you please place an item on the agenda for the City Commission meeting scheduled for Tuesday, January 23, 2018. Action necessary will be to approve or disapprove Todd Loveland serving out Cynthia Allen's unexpired term through December 2018.

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



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: January 17, 2018

SUBJECT: January 23, 2018 Agenda Item
513 North Broadway project

On March 13, 2017, the Pittsburgh City Commission approved a \$26,500 direct injection and repayable \$10,000 loan for a building renovation at 513 North Broadway. The renovation enabled Blake and Mandi Butler to convert the vacant space into an event facility and will provide fire suppression protection for both floors. This work on the fire suppression is slated to begin in the next few weeks, and the Butlers have indicated they are ready to draw down the funds.

The Butlers made their request to the Revolving Loan Fund (RLF) under the legal name Southern B Events, LLC, which is the entity coordinating the event planning services. However, as the property is owned by Southern B Properties, LLC, City staff is recommending the project paperwork reflect that entity as the recipient of the funds. Both entities are owned by Blake and Mandi Butler, and the Butlers have concurred with this recommendation.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 23, 2018. Action being requested is approval or denial of the staff recommendation to designate Southern B Properties, LLC as the recipient of the funds and, if approved, authorize the Mayor to sign the appropriate documents.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	1/05/2018			181253		
C-CHECK	VOID CHECK	V	1/05/2018			181272		
C-CHECK	VOID CHECK	V	1/05/2018			181273		
C-CHECK	VOID CHECK	V	1/05/2018			181274		
C-CHECK	VOID CHECK	V	1/05/2018			181289		
C-CHECK	VOID CHECK	V	1/05/2018			181290		
C-CHECK	VOID CHECK	V	1/12/2018			181321		
C-CHECK	VOID CHECK	V	1/12/2018			181322		
C-CHECK	VOID CHECK	V	1/12/2018			181327		
C-CHECK	VOID CHECK	V	1/12/2018			181328		
C-CHECK	VOID CHECK	V	1/12/2018			181349		
C-CHECK	VOID CHECK	V	1/12/2018			181350		
C-CHECK	VOID CHECK	V	1/12/2018			181351		
C-CHECK	VOID CHECK	V	1/12/2018			181354		
C-CHECK	VOID CHECK	V	1/12/2018			181355		
C-CHECK	VOID CHECK	V	1/12/2018			181356		

* * 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:	16 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	
TOTAL ERRORS:	0			

VENDOR SET: 99 BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		16	0.00	0.00	0.00
BANK: *	TOTALS:	16	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4205	AMERICAN BANKERS INS CO OF FL	R	1/05/2018			181242		8,502.00
0523	AT&T	R	1/05/2018			181243		344.27
1342	CCMFOA OF KANSAS	R	1/05/2018			181244		160.00
6545	CENTER POINT INC	R	1/05/2018			181245		225.90
7279	CLAYTON HOLDINGS, LLC	R	1/05/2018			181246		181,426.12
5759	COMMUNITY HEALTH CENTER OF SEK	R	1/05/2018			181247		15,000.00
7657	COPY PRODUCTS, INC.	R	1/05/2018			181248		950.59
4263	COX COMMUNICATIONS KANSAS LLC	R	1/05/2018			181249		77.23
4263	COX COMMUNICATIONS KANSAS LLC	R	1/05/2018			181250		33.61
4263	COX COMMUNICATIONS KANSAS LLC	R	1/05/2018			181251		90.11
4263	COX COMMUNICATIONS KANSAS LLC	R	1/05/2018			181252		1,968.74
4263	COX COMMUNICATIONS KANSAS LLC	R	1/05/2018			181254		29.40
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	1/05/2018			181255		220.00
0095	CRAWFORD COUNTY TREASURER	R	1/05/2018			181256		4,009.00
0375	WICHITA WATER CONDITIONING, IN	R	1/05/2018			181257		84.97
6088	EMERGENCY RESPONSE SOLUTIONS,	R	1/05/2018			181258		516.00
6358	FIRE X INC	R	1/05/2018			181259		39.50
2019	GFOA	R	1/05/2018			181260		340.00
6833	GREENBUSH	R	1/05/2018			181261		756.30
7151	TOTALFUNDS BY HASLER	R	1/05/2018			181262		2,000.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	1/05/2018			181263		77.80
7680	IMA, INC.	R	1/05/2018			181264		3,125.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7274	INTERNATIONAL TOWN & GOWN ASSO	R	1/05/2018			181265		400.00
1	JORDAN, BRADLEE	R	1/05/2018			181266		76.00
5054	KANSAS ASSOC FOR COURT MANAGEM	R	1/05/2018			181267		110.00
6492	KANSAS ECONOMIC PROGRESS COUNC	R	1/05/2018			181268		100.00
0226	KDOR LIQUOR TAX	R	1/05/2018			181269		9.09
7835	KATHERINE F KENNEDY	R	1/05/2018			181270		1,800.00
7108	KANSAS MUNICIPAL INSURANCE TRU	R	1/05/2018			181271		206,448.00
7833	KPOA	R	1/05/2018			181275		840.00
4121	MCANANY, VAN CLEAVE & PHILLIPS	R	1/05/2018			181276		156.00
7817	NORTON POWER SYSTEMS INC	R	1/05/2018			181277		720.00
3567	OGB, LLC	R	1/05/2018			181278		1,526.65
6806	RED MUNICIPAL & INDUSTRIAL EQU	R	1/05/2018			181279		5,980.97
0175	REGISTER OF DEEDS	R	1/05/2018			181280		3.00
0175	REGISTER OF DEEDS	R	1/05/2018			181281		3.00
0175	REGISTER OF DEEDS	R	1/05/2018			181282		20.00
5904	TASC	R	1/05/2018			181283		2,508.20
2916	US CELLULAR	R	1/05/2018			181284		88.39
5589	VERIZON WIRELESS SERVICES, LLC	R	1/05/2018			181285		331.46
5410	WATCO COMPANIES INC	R	1/05/2018			181286		1,896.25
0831	WATER ENVIRONMENT FEDERATION	R	1/05/2018			181287		85.00
2350	WASTE CORPORATION OF MISSOURI	R	1/05/2018			181288		866.52
1108	WESTAR ENERGY	R	1/05/2018			181291		271.72

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6154	4 STATE MAINTENANCE SUPPLY INC	R	1/12/2018			181318		116.91
2004	AIRE-MASTER OF AMERICA, INC.	R	1/12/2018			181319		17.22
0523	AT&T	R	1/12/2018			181320		4,789.79
7099	AXON ENTERPRISE, INC	R	1/12/2018			181323		718.36
7681	BACKGROUND INVESTIGATION BUREA	R	1/12/2018			181324		16.95
7838	CLELAND MASONRY, INC	R	1/12/2018			181325		3,495.00
7657	COPY PRODUCTS, INC.	R	1/12/2018			181326		1,994.00
4263	COX COMMUNICATIONS KANSAS LLC	R	1/12/2018			181329		95.77
4263	COX COMMUNICATIONS KANSAS LLC	R	1/12/2018			181330		13.23
0095	CRAWFORD COUNTY TREASURER	R	1/12/2018			181331		2,100.25
0118	FED EX	R	1/12/2018			181332		54.50
6358	FIRE X INC	R	1/12/2018			181333		20.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	1/12/2018			181334		112.07
7680	IMA, INC.	R	1/12/2018			181335		3,125.00
0225	KDOR	R	1/12/2018			181336		9,684.07
3465	KANSAS DEPARTMENT OF TRANSPORT	R	1/12/2018			181337		2,881,000.00
0033	LOU'S GLOVES	R	1/12/2018			181338		249.00
7601	MEYER LAW FIRM, LLC	R	1/12/2018			181339		180.00
7392	ASSURECO RISK MANAGEMENT & REG	R	1/12/2018			181340		350.00
0175	REGISTER OF DEEDS	R	1/12/2018			181341		21.00
6571	ROUTE 66 ELECTRIC, LLC	R	1/12/2018			181342		340.00
0188	SECRETARY OF STATE	R	1/12/2018			181343		364.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7469	RADCLIFF AGENCY, LLC	R	1/12/2018			181344		250.00
7819	LEVI M SWARTZ	R	1/12/2018			181345		500.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	1/12/2018			181346		61.85
4839	VAN BECELAERE MACHINE WORKS, I	R	1/12/2018			181347		2,150.00
5589	VERIZON WIRELESS SERVICES, LLC	R	1/12/2018			181348		7,729.42
2350	WASTE CORPORATION OF MISSOURI	R	1/12/2018			181352		96.25
1108	WESTAR ENERGY	R	1/12/2018			181353		96,117.05
5371	PITTSBURG FAMILY YMCA	R	1/12/2018			181357		315.66
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	1/08/2018			999999		8,520.09
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	1/16/2018			999999		210.00
0046	ETTINGERS OFFICE SUPPLY	E	1/08/2018			999999		364.56
0046	ETTINGERS OFFICE SUPPLY	E	1/16/2018			999999		1,248.59
0054	JOPLIN SUPPLY COMPANY	E	1/08/2018			999999		3,660.48
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	1/08/2018			999999		2,999.00
0084	INTERSTATE EXTERMINATOR, INC.	E	1/08/2018			999999		410.00
0101	BUG-A-WAY INC	E	1/08/2018			999999		80.00
0101	BUG-A-WAY INC	E	1/16/2018			999999		110.00
0105	PITTSBURG AUTOMOTIVE INC	E	1/16/2018			999999		1,894.72
0112	MARRONES INC	E	1/16/2018			999999		82.40
0116	DANIEL E BRADEN	E	1/08/2018			999999		30.00
0116	DANIEL E BRADEN	E	1/16/2018			999999		20.00
0117	THE MORNING SUN	E	1/16/2018			999999		58.25

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0128	VIA CHRISTI HOSPITAL	E	1/16/2018			999999		830.00
0129	PROFESSIONAL ENGINEERING CONSU	E	1/16/2018			999999		1,715.55
0135	PITTSBURG AREA CHAMBER OF COMM	E	1/16/2018			999999		20,546.00
0194	KANSAS STATE TREASURER	E	1/08/2018			999999		4,695.00
0224	KDOR	D	1/08/2018			999999		5,307.20
0224	KDOR	D	1/10/2018			999999		5,416.23
0294	COPY PRODUCTS, INC.	E	1/08/2018			999999		326.00
0300	PITTSBURG FORD-MERCURY, INC.	E	1/16/2018			999999		33.80
0321	KP&F	D	1/12/2018			999999		43,777.97
0328	KANSAS ONE-CALL SYSTEM, INC	E	1/16/2018			999999		211.20
0335	CUSTOM AWARDS, LLC	E	1/16/2018			999999		39.98
0340	HOMER COLE COMM CTR	E	1/08/2018			999999		9,000.00
0362	SENSUS TECHNOLOGIES INC	E	1/08/2018			999999		1,715.95
0516	AMERICAN CONCRETE CO INC	E	1/16/2018			999999		2,873.53
0534	TYLER TECHNOLOGIES INC	E	1/08/2018			999999		43,023.38
0534	TYLER TECHNOLOGIES INC	E	1/16/2018			999999		7,097.50
0700	NAMES AND NUMBERS	E	1/08/2018			999999		2,262.00
0728	ICMA	D	1/12/2018			999999		777.30
0746	CDL ELECTRIC COMPANY INC	E	1/08/2018			999999		750.00
0746	CDL ELECTRIC COMPANY INC	E	1/16/2018			999999		3,876.50
0753	COUNTY OF CRAWFORD	E	1/08/2018			999999		19,775.00
0754	PSU SUBSTANCE ABUSE	E	1/08/2018			999999		3,000.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0823	TOUCHTON ELECTRIC INC	E	1/08/2018			999999		60.00
0829	CROWN PRODUCTS INC	E	1/08/2018			999999		415.95
0852	JEFF BROOKS	E	1/08/2018			999999		2,220.00
0866	AVFUEL CORPORATION	E	1/08/2018			999999		20,871.76
0969	SOUTHEAST KANSAS COMMUNITY ACT	E	1/08/2018			999999		15,000.00
1050	KPERS	D	1/12/2018			999999		37,317.32
1097	BARCO MUNICIPAL PRODUCTS INC	E	1/08/2018			999999		296.32
1097	BARCO MUNICIPAL PRODUCTS INC	E	1/16/2018			999999		620.00
1256	ANDERSON ENGINEERING INC	E	1/08/2018			999999		280.75
1478	KANSASLAND TIRE OF PITTSBURG	E	1/16/2018			999999		1,212.56
1490	ESTHERMAE TALENT	E	1/08/2018			999999		25.00
1490	ESTHERMAE TALENT	E	1/16/2018			999999		25.00
1629	PITTSBURG BEAUTIFUL	E	1/08/2018			999999		2,000.00
1680	CONDUENT BUSINESS SERVICES LLC	E	1/08/2018			999999		1,575.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	1/08/2018			999999		605.87
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	1/16/2018			999999		121.10
2035	O'BRIEN ROCK CO., INC.	E	1/16/2018			999999		1,110.00
2111	DELL MARKETING L.P.	E	1/16/2018			999999		7,625.00
2841	KDHE	E	1/16/2018			999999		1,644.00
2921	DP2 BILLING SOLUTIONS, LLC	E	1/16/2018			999999		4,659.39
2945	GALAXIE BUSINESS EQUIPMENT, IN	E	1/08/2018			999999		10,630.00
3192	MUNICIPAL CODE CORP	E	1/08/2018			999999		350.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3570	AMERICAN EXPRESS, INC	D	1/04/2018			999999		238.36
3571	LARRY'S DIESEL REPAIR LLC	E	1/16/2018			999999		486.97
4307	HENRY KRAFT, INC.	E	1/08/2018			999999		346.54
4452	RYAN INSURANCE, LLC	E	1/08/2018			999999		718.00
4618	TRESA MILLER	E	1/08/2018			999999		802.50
5238	JAMES R VANDERPOOL	E	1/16/2018			999999		476.91
5275	US LIME COMPANY-ST CLAIR	E	1/16/2018			999999		4,417.09
5482	JUSTIN HART	E	1/16/2018			999999		60.00
5552	NATIONAL SIGN CO INC	E	1/08/2018			999999		119.80
5677	BANK OF AMERICA, INC	D	1/03/2018			999999		551.23
5725	RED THE UNIFORM TAILOR INC	E	1/16/2018			999999		855.30
5855	SHRED-IT US JV LLC	E	1/16/2018			999999		4,768.70
5862	HEATHER HORTON	E	1/08/2018			999999		220.00
5904	TASC	D	1/12/2018			999999		6,564.39
6117	ALEXANDER OPEN SYSTEMS, INC	E	1/08/2018			999999		131.25
6175	HENRY C MENGHINI	E	1/16/2018			999999		11.00
6192	KATHLEEN CERNE	E	1/08/2018			999999		1,000.00
6415	GREAT WEST TANDEM KPERS 457	D	1/12/2018			999999		3,736.00
6558	VERMONT SYSTEMS INC	E	1/08/2018			999999		6,595.41
6952	ADP INC	D	1/05/2018			999999		679.04
7028	MATTHEW L. FRYE	E	1/08/2018			999999		400.00
7038	SIGNET COFFEE ROASTERS	E	1/16/2018			999999		127.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7109	SAMANAGE USA, INC	E	1/08/2018			999999		9,972.00
7283	CORESOURCE, INC	D	1/04/2018			999999		11,961.10
7283	CORESOURCE, INC	D	1/11/2018			999999		9,280.97
7283	CORESOURCE, INC	E	1/16/2018			999999		44,208.78
7290	DELTA DENTAL OF KANSAS INC	D	1/05/2018			999999		1,155.75
7290	DELTA DENTAL OF KANSAS INC	D	1/12/2018			999999		3,141.24
7407	LIMELIGHT MARKETING LLC	E	1/08/2018			999999		3,000.00
7611	STEVENSONS BUSINESS PRODUCTS	E	1/16/2018			999999		180.00
7630	LIBERTY NATIONAL	D	1/03/2018			999999		1,921.53
7652	DEANNA GOERING	E	1/08/2018			999999		77.04
7705	JOANNA L DERFELT	E	1/08/2018			999999		1,000.00
7739	COMMUNITIES IN SCHOOLS OF MID	E	1/08/2018			999999		6,000.00
7793	QUEENB TELEVISION OF KANSAS/MI	E	1/16/2018			999999		490.00
7806	CORE & MAIN LP	E	1/08/2018			999999		6,097.31

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	74		3,460,294.64	0.00	3,460,294.64
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	15		131,825.63	0.00	131,825.63
EFT:	79		305,369.28	0.00	305,369.28
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: 80144TOTALS:	168	3,897,489.55	0.00	3,897,489.55
BANK: 80144 TOTALS:	168	3,897,489.55	0.00	3,897,489.55

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7401	JAMI L CROWDER	E	1/10/2018			999999		1,840.17

* * 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:	1			1,840.17		0.00		1,840.17
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			1,840.17		0.00		1,840.17
BANK: EFT TOTALS:	1			1,840.17		0.00		1,840.17

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 1/03/2018 THRU 1/16/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0855	CHARLES HOSMAN	E	1/03/2018			999999		24.00
1008	BENJAMIN M BEASLEY	E	1/03/2018			999999		1,314.00
1231	JOHN LOVELL	E	1/03/2018			999999		1,223.00
1337	DOUGLAS E THOMAS	E	1/03/2018			999999		159.00
1609	PHILLIP H O'MALLEY	E	1/03/2018			999999		3,791.00
1638	VERNON W PEARSON	E	1/03/2018			999999		1,049.00
1688	DORA WARE	E	1/03/2018			999999		553.00
1982	KENNETH N STOTTS, SR	E	1/03/2018			999999		844.00
2304	DENNIS HELMS	E	1/03/2018			999999		444.00
2624	JAMES ZIMMERMAN	E	1/03/2018			999999		505.00
2850	VENITA STOTTS	E	1/03/2018			999999		492.00
2913	KENNETH N STOTTS JR	E	1/03/2018			999999		215.00
3067	STEVE BITNER	E	1/03/2018			999999		3,712.00
3082	JOHN R JONES	E	1/03/2018			999999		360.00
3114	PATRICIA BURLESON	E	1/03/2018			999999		1,086.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	1/03/2018			999999		943.00
3162	THOMAS A YOAKAM	E	1/03/2018			999999		221.00
3193	WILLIAM CROZIER	E	1/03/2018			999999		441.00
3218	CHERYL L BROOKS	E	1/03/2018			999999		371.00
3272	DUNCAN HOUSING LLC	E	1/03/2018			999999		2,655.00
3273	RICHARD F THENIKL	E	1/03/2018			999999		1,083.00
3294	JOHN R SMITH	E	1/03/2018			999999		323.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 1/03/2018 THRU 1/16/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3593	REMINGTON SQUARE APARTMENTS ,	E	1/03/2018			999999		9,181.00
3668	MID AMERICA PROPERTIES OF PITT	E	1/03/2018			999999		2,728.00
3724	YVONNE L. ZORNES	E	1/03/2018			999999		818.00
3746	JAROLD BONBRAKE	E	1/03/2018			999999		491.00
4054	MICHAEL A SMITH	E	1/03/2018			999999		1,130.00
4218	MEADOWLARK TOWNHOUSES	E	1/03/2018			999999		4,229.00
4492	PITTSBURG SENIORS	E	1/03/2018			999999		3,865.00
4523	TODD A TROWBRIDGE	E	1/03/2018			999999		151.00
4786	JENNIFER STANLEY	E	1/03/2018			999999		119.00
4928	PITTSBURG STATE UNIVERSITY	E	1/03/2018			999999		261.00
5039	VANETA MATHIS	E	1/03/2018			999999		273.00
5393	CARLOS ANGELES	E	1/03/2018			999999		1,470.00
5549	DELBERT BAIR	E	1/03/2018			999999		299.00
5653	PEGGY HUNT	E	1/03/2018			999999		109.00
5658	DEANNA J HIGGINS	E	1/03/2018			999999		189.00
5676	BARBARA TODD	E	1/03/2018			999999		61.00
5834	DENNIS TROUT	E	1/03/2018			999999		35.00
5885	CHARLES T GRAVER	E	1/03/2018			999999		390.00
5906	JOHN HINRICHS	E	1/03/2018			999999		268.00
5939	EDNA RUTH TRENT IRREVOCABLE TR	E	1/03/2018			999999		244.00
5957	PASTEUR PROPERTIES LLC	E	1/03/2018			999999		5,293.00
5961	LARRY VANBECELAERE	E	1/03/2018			999999		425.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 1/03/2018 THRU 1/16/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6002	SALLY THRELFALL	E	1/03/2018			999999		227.00
6062	MARC D SCHROEDER	E	1/03/2018			999999		305.00
6090	RANDAL BENNEFELD	E	1/03/2018			999999		1,333.00
6108	TILDEN BURNS	E	1/03/2018			999999		27.00
6130	T & K RENTALS LLC	E	1/03/2018			999999		438.00
6150	JAMES L COX RENTALS	E	1/03/2018			999999		1,098.36
6161	MICHAEL J STOTTS	E	1/03/2018			999999		171.00
6172	ANDREW ALEX WACHTER	E	1/03/2018			999999		293.00
6227	REGGIE BOLLINGER	E	1/03/2018			999999		736.00
6295	DAVID L PETERSON	E	1/03/2018			999999		2,407.92
6298	KEVAN L SCHUPBACH	E	1/03/2018			999999		6,779.00
6306	BALKANS DEVELOPMENT LLC	E	1/03/2018			999999		474.00
6322	R JAMES BISHOP	E	1/03/2018			999999		586.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	1/03/2018			999999		1,520.00
6394	KEVIN HALL	E	1/03/2018			999999		2,411.00
6441	HEATHER D MASON	E	1/03/2018			999999		1,049.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	1/03/2018			999999		298.00
6655	B&H DEVELOPERS, INC	E	1/03/2018			999999		4,409.00
6657	OZARKS AREA COMMUNITY ACTION C	E	1/03/2018			999999		449.63
6673	JUDITH A COLLINS	E	1/03/2018			999999		430.00
6868	DAVID SIMPSON (308)	E	1/03/2018			999999		214.00
6886	DELBERT BAIR	E	1/03/2018			999999		483.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 1/03/2018 THRU 1/16/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6916	STILWELL HERITAGE & EDUCATIONA	E	1/03/2018			999999		4,095.00
6953	CARL ULEPICH	E	1/03/2018			999999		336.00
7024	KIMBERLY GRISSOM	E	1/03/2018			999999		540.00
7083	PITTSBURG HEIGHTS, LP	E	1/03/2018			999999		4,976.00
7112	RANDY VILELA	E	1/03/2018			999999		1,822.00
7220	TIMOTHY ADAM	E	1/03/2018			999999		182.00
7222	MICHAEL WILBER	E	1/03/2018			999999		122.00
7294	AMMP PROPERTIES, LLC	E	1/03/2018			999999		836.00
7312	JASON HARRIS	E	1/03/2018			999999		466.00
7326	RANDY ALLEE	E	1/03/2018			999999		272.00
7344	TERRY O BARTLOW	E	1/03/2018			999999		264.00
7393	TERESA MCCLURE	E	1/03/2018			999999		220.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	1/03/2018			999999		1,925.23
7562	THOMAS E SILOVSKY	E	1/03/2018			999999		262.00
7579	ROBERT COBB	E	1/03/2018			999999		263.00
7581	REX LINVILLE	E	1/03/2018			999999		379.00
7582	KIRK A DUNCAN	E	1/03/2018			999999		398.00
7612	ENDICOTT RENTALS, LLC	E	1/03/2018			999999		720.00
7638	JENNY MUELLER	E	1/03/2018			999999		281.00
7654	A & R RENTALS, LLC	E	1/03/2018			999999		579.00
7659	CHARLES R ALLEN	E	1/03/2018			999999		850.00
7668	JOHN BEST	E	1/03/2018			999999		288.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 1/03/2018 THRU 1/16/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7669	CHARLES GILMORE	E	1/03/2018			999999		546.00
7717	LAWRENCE E GIGER	E	1/03/2018			999999		472.00
7741	SUSAN E ADAMS	E	1/03/2018			999999		217.00
7777	DELBERT BAIR	E	1/03/2018			999999		380.00
7781	TAWIL PROPERTIES, LLC	E	1/03/2018			999999		317.00
7783	NATHAN MAGEE	E	1/03/2018			999999		274.00
7805	KIRK DARROW	E	1/03/2018			999999		550.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	95	102,808.14	0.00	102,808.14
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: HAP TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	95	102,808.14	0.00	102,808.14
BANK: HAP TOTALS:	95	102,808.14	0.00	102,808.14

VENDOR SET: 99 City of Pittsburg, KS
 BANK: TBRA BMO HARRIS BANK-TBRA
 DATE RANGE: 1/03/2018 THRU 1/16/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4013	KNIGHTS OF COLUMBUS TOWERS	E	1/03/2018			999999		267.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	1/03/2018			999999		441.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	2	708.00	0.00	708.00
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:	2	708.00	0.00	708.00
BANK: TBRA TOTALS:	2	708.00	0.00	708.00
REPORT TOTALS:	266	4,002,845.86	0.00	4,002,845.86

Passed and approved this 23rd day of January, 2018.

Jeremy Johnson, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: January 17, 2018

SUBJECT: Agenda Item – January 23, 2018
Design Services
Atkinson Municipal Airport Runway 4-22
Potential AIP No. 3-20-0069-018

The City has received a Go Letter from the FAA for the planned maintenance of sealcoating and re-marking of Runway 4-22 during the FY 2018 Airport Improvement Program. H.W. Lochner, Inc., located in Lenexa Kansas, and city staff have generated a scope for the project. H.W. Lochner has submitted a proposal to perform the design and administrative work for a fee of \$45,700.00. The attached agreement reflects the agreed scope and fee.

The City will fund the design work from the airport's operating budget. When the Congressional notification of funding is issued, the design work would become part of a FAA grant with the FAA providing a 90% share. The total project cost including design engineering, construction, construction engineering and closeout activities is estimated at \$335,000. The City's matching share would be 10% of the project or \$33,500. Staff recommends the award of the design services to H.W. Lochner for the sealcoat and re-marking of Runway 4-22.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 23, 2018. Action necessary will be approval or disapproval of staff's recommendation and, if approved, authorize the Mayor to sign the Agreement.

Attachment: Agreement

**AGREEMENT FOR SERVICES
FOR IMPROVEMENTS TO THE
ATKINSON MUNICIPAL AIRPORT (PTS)
PITTSBURG, KANSAS
F.A.A. A.I.P. PROJECT NO. 3-20-0069-018-2018**

THIS AGREEMENT made and entered into this _____ day of _____, 2018 by and between the City of Pittsburg, Kansas, with offices located at 201 W. 4th Street, Pittsburg, KS 66762, hereinafter referred to as the "Sponsor", and H.W. Lochner, Inc. (Lochner), with offices located at 16105 W. 113th Street, Ste. 107, Lenexa, KS 66219, hereinafter called the "Consultant."

WITNESSETH:

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

- Sealcoat and Remark Runway 4-22
- This Project is being funded through a future grant from the Federal Aviation Administration (FAA)

WHEREAS, the Sponsor has agreed to employ the Consultant to provide the engineering services required for performing site investigations, and for preparing engineer's design report, designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and project budget. The Consultant shall also assist the Sponsor with bidding and administrative services. The Sponsor may add to this Agreement by Supplement the additional services for providing construction administration, construction observation, and materials acceptance testing services for the proposed Project upon completion of the Design Phase services.

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

**ARTICLE I
SCOPE OF SERVICES**

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

The Consultant will perform site investigation to produce engineer's design report, construction plans, contract documents/technical specifications, tabulation of construction quantities, and engineer's opinion of probable construction costs and project budget for the Project. The Consultant will assist the Sponsor with administrative services and coordination with the FAA. The Consultant will assist the Sponsor with advertisement for obtaining construction bids and award of the construction contract. The services required for construction administration and construction observation may be added to this Agreement by Supplement.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the FAA, primarily FAA Advisory Circulars and Central Region Guidance publications.

- AC 150/5300-13A "Airport Design," with Change 1 dated 02/26/2014
- Advisory Circular 150/5370-10G "Standards for Specifying Construction of Airports."
- AIP Guide 900, "Project Design Development Project."
- AIP Guide 1000, "Construction Phase."

The following is a detailed description of the specific engineering services that are a duty of this Agreement.

A. BASIC SERVICES

1. Preliminary Phase

- a. Coordination with the Sponsor and FAA regarding Project scope, schedule, and budget.
- b. Prepare Sponsor Certification for Selection of Consultants for Sponsor review and submittal to the FAA.
- c. Update ACIP Data Sheets for proposed improvements.
- d. Conduct site visit to assess condition of existing pavement and determine quantity of crack repair required.

2. Design Phase – Engineer’s Design Report and CSPP

- a. Prepare Preliminary Engineer's Design Report: The Design Report will include a narrative regarding the proposed construction project, construction safety and phasing, proposed sealcoat material, pavement marking design, FAA ineligible items if applicable, engineer's opinion of probable construction cost, Project budget and identification of deviation from FAA design criteria.

Submit Preliminary Engineer’s Design Report, including Construction Safety and Phasing Plan (CSPP), engineer's opinion of probable construction cost and Project budget, to the Sponsor and FAA for review and comment. PDF copies will be submitted electronically with hard copies provided upon request. (This submittal shall be considered the 30% complete project submittal.)

In addition to including with the preliminary Engineer’s Design Report, also submit an electronic copy of CSPP document to the FAA independently of the report.

- b. Finalize Engineer’s Design Report with consideration of preliminary review comments and submit Final Engineer’s Design Report to the Sponsor and FAA for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request. Final report will be submitted with final Construction Plans and Contract Documents/Technical Specifications.

3. Design Phase – Plans and Specifications

- a. Prepare Construction Plans and Contract Documents/Technical Specifications for the Project.
 - 1) Prepare Construction Plans for the Project. The Construction Plans will generally include the following:
 - Title Sheet
 - General Airport Layout Plan and General Notes
 - Construction Safety and Phasing Plans
 - Summary of Quantities
 - Pavement Repair Plan and Details
 - Surface Treatment Sealcoat Plan
 - Pavement Marking Plan and Details

- 2) Prepare Contract Documents/Technical Specifications that are in accordance with FAA criteria and satisfy project specific needs. The specifications shall be developed using FAA Advisory Circular 150/5370-10G and "Regional Modifications to Standards".
- 3) Submit preliminary (90% completion) Construction Plans, Contract Documents/Technical Specifications, updated engineer's opinion of probable construction cost, and Project budget to the Sponsor and FAA for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.
- 4) Finalize Engineer's Design Report, Construction Plans, and Contract Documents/Technical Specifications with consideration of preliminary review comments.
- 5) Submit Final Construction Plans and Contract Documents/Technical Specifications along with Final Engineer's Design Report to the Sponsor and the FAA for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request.

4. Bidding Phase

- a. Assist the Sponsor with advertisement for bids. The Consultant shall prepare the advertisement and send the "Notice to Bidders" to prospective Contractors. (The Sponsor shall place the advertisement in the appropriate media.)
- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the Bidding Phase.
- d. The Consultant will attend and coordinate a prebid conference for this Project. Prospective bidders will be offered the opportunity to tour the project site following the prebid conference.
- e. Prepare and issue addendums during the Bidding Phase as required.
- f. The Consultant will attend the bid opening in Pittsburg, KS and assist the Sponsor with one (1) receipt of bids.
- g. Tabulate and analyze bid results, prepare Project budget, review Contractor's qualifications and DBE subcontractor's list provided by the Contractor, and make recommendation of contract award.

B. SPECIAL SERVICES

1. Administrative Assistance

- a. Calculate a Disadvantage Business Enterprise (DBE) project specific goal for incorporation into the Contract Documents.
- b. Prepare and submit FAA Form 7460 for project limits identified in the CSPP.

- c. Assist the Sponsor in preparation of FAA Grant Application for federal funding for submittal to the FAA Airports Division.
- d. Assist the Sponsor in preparation of required Sponsor Certifications for submittal to the FAA Airports Division.
- e. Assist the Sponsor in preparation of Invoice Summary forms as required for requests for reimbursement and SF Forms 271 and 425.
- f. Assist the Sponsor in preparation of Sponsor Quarterly Performance Reports for submittal to the FAA Airports Division on a quarterly basis for the duration of the Project.

C. CONSTRUCTION SERVICES

- 1. The Scope of Services required for construction administration, construction observation, and materials acceptance testing for the Project may be added to this Agreement by Supplement.

**ARTICLE II
SPONSOR'S RESPONSIBILITIES**

The Sponsor, as a part of this Agreement, shall provide the following:

- 1. Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform his/her services.
- 2. Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- 3. Designate in writing a person to act as Sponsor representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.
- 4. Give prompt written notice to the Consultant whenever Sponsor observes or knows of any development that affects the scope or timing of Consultant's services.
- 5. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the project.
- 6. One (1) copy of existing plans, reports, or other data the Sponsor may have on file with regard to this project.
- 7. Available information relating to environmental conditions at the property, including any permits, clearances, investigations, and remediation required for federal, state, and local agencies identified by environmental consultants for the Sponsor in currently available reports.

ARTICLE III TIME SCHEDULE

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Sponsor, and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS

A. BASIC SERVICES

1. Preliminary Phase..... As Required
2. Design Phase – Engineer’s Design Report and CSPP
 - a. Submit Preliminary Engineer’s Design Report and CSPP 30 Calendar Days After Receipt of NTP
 - b. Submit Final Engineer’s Design Report and CSPP 14 Calendar Days After Receipt of Review Comments for Item A.3.a.3)
3. Design Phase – Plans and Specifications
 - a.3) Submit Preliminary Plans and Specifications 30 Calendar Days After Receipt of NTP
 - a.5) Submit Final Plans and Specifications 14 Calendar Days After Receipt of Review Comments for Item A.3.a.3)
4. Bidding Phase As Required

B. SPECIAL SERVICES

1. Administrative Assistance As Required

C. CONSTRUCTION SERVICES

1. Construction Services..... May be Added by Supplement

The schedule presented above does not include review time by the Sponsor, FAA or other interested agencies.

ARTICLE IV COMPENSATION

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

COMPENSATION SCHEDULE

A. BASIC SERVICES

1. Preliminary Phase..... \$ 5,300.00 Lump Sum
2. Design Phase – Engineer’s Design Report and CSPP \$12,000.00 Lump Sum
3. Design Phase – Plans and Specifications \$15,500.00 Lump Sum
4. Bidding Phase..... \$ 8,300.00 Lump Sum
- Subtotal Basic Services \$41,100.00 Lump Sum

B. SPECIAL SERVICES

1. Administrative Assistance.....	\$ 4,600.00 Lump Sum
Subtotal Special Services	\$ 4,600.00 Lump Sum
Total Basic and Special Services	\$45,700.00 Lump Sum

C. CONSTRUCTION SERVICES

1. Construction Services..... May be Added by Supplement

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

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

For Item C. Construction Services, the method of payment may be added to this Agreement by Supplement upon completion of Item A.3. Design Phase services.

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

ARTICLE V
MANDATORY FEDERAL CONTRACT PROVISIONS

Reference Federal Contract Provisions Attachment "A".

ARTICLE VI
MISCELLANEOUS PROVISIONS

1. Change in Scope. The Scope of Services described herein shall be subject to modification or supplement upon the written Agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this Agreement by Supplemental Agreement executed by both parties.
2. Ownership of Drawings and Contract Documents. Original documents, tracings, plans specifications and maps prepared or obtained under the terms of the Contract shall be delivered to and become the property of the Sponsor and basic survey notes and sketches, charts, computations, and other data shall be made available upon request by the Sponsor without restriction or limitation on their use. In the event any of the above documents are re-used by the Sponsor, the nameplates will be removed and the Consultant will be released and held harmless of subsequent liabilities. There shall be no legal limitations upon the Sponsor in the subsequent use of plans or ideas developed in this project and incorporated in the preliminary or final reports or plans for the subsequent preparation of construction plans.
3. Electronically Produced Documents. Electronically produced documents will be submitted in data files compatible with AutoCAD Release 2017. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor or other Agencies will have an acceptance period of thirty (30) days. If during that period the Sponsor or other Agencies find any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of the basic Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed including the cost of materials.

The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor or other Agencies.

4. **Engineer's Opinion of Probable Project Cost and Construction Cost.** Since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. However, the Consultant represents that he will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the Sponsor.
5. **Remedies.** In the event of a claim, dispute and other matters in question arising out of or relating to this Agreement or the services to be rendered hereunder, the Consultant and the Sponsor agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such claims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining claim, dispute or other matter in question by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

Third, if the claim, dispute or other matter in question, or any issues remain unresolved after the above steps, then such unresolved issues may, with the consent of both parties, be settled by binding arbitration in accordance with the rules of the American Arbitration Association current as of the date of this Agreement then pertaining.

6. **Insurance.** The Consultant shall procure and maintain at its expense during the effective period of this Contract the following insurance from insurance companies authorized to do business in Kansas covering all operations and services under this Contract performed by Engineer.
 - a. **Workers' Compensation Insurance** in accordance with the provisions of the Kansas Workers' Compensation Act.
 - b. **Commercial General Liability** in amounts not less than \$1 million combined single limit per occurrence and \$1 million aggregate for bodily injury, personal injury and property damage with endorsements to include broad form contractual, and broad form property damage.

- c. Automobile Liability, Bodily Injury and Property Damage with a limit of \$1 Million for occurrence, combined single limit including owned, hired and non-owned autos.
- d. Professional Liability Insurance in amounts not less than \$1 million per claim and annual aggregate.

Upon request, the Consultant shall furnish to the Sponsor a certificate or certificates of insurance showing compliance with this paragraph.

- 7. Liability. Each party will defend and indemnify and hold harmless the other party from and against third party claims for liability, damage, loss, costs and expenses, including attorney's fees, on account of injury or damage to persons or property occurring on or occasioned by facilities owned or controlled by such indemnifying party, unless such injury or damage resulted from the sole negligence of the other party. In the event negligence is attributable to both parties, each party shall be responsible for the resulting damages attributable to the negligence of such party whether such proportionate share is arrived at through agreement between the parties or as a result of litigation.
- 8. Force Majeure. Any delay or failure of Consultant in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of Consultant, provided that prompt written notice of such delay or suspension be given by Consultant to the Sponsor. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Consultant shall be reimbursed for the cost of such delays.
- 9. Binding Upon Successors. This Agreement shall be binding upon the undersigned parties, their successors, partners, assigns, and legal representatives.

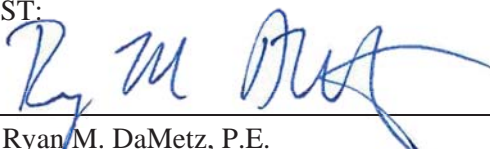

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above-written.

ATTEST: **SPONSOR:**
CITY OF PITTSBURG, KANSAS

By: _____ By: _____

Title: _____ Title: _____

ATTEST: **CONSULTANT:**
H.W. LOCHNER, INC.

By:  By: 
Ryan M. DaMetz, P.E. Matthew J. Jacobs, P.E.

Title: Project Manager Title: Vice President, Aviation

DERIVATION OF CONSULTANT PROJECT COSTS

SEALCOAT AND REMARK RUNWAY 4-22

FAA PROJECT NO. AIP 3-20-0069-018-2018

ATKINSON MUNICIPAL AIRPORT

PITTSBURG, KANSAS

BASIC AND SPECIAL SERVICES

January 6, 2018

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	2	\$65.00	\$ 130.00
Project Manager	37	\$55.00	\$ 2,035.00
Design Engineer II	82	\$42.00	\$ 3,444.00
Design Engineer I	129	\$36.00	\$ 4,644.00
Technician	99	\$25.00	\$ 2,475.00
Administrative Asst.	76	\$20.00	\$ 1,520.00

Total Direct Salary Costs = \$ 14,248.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 175.25% = \$ 24,969.62

3. SUBTOTAL:

Items 1 and 2 = \$ 39,217.62

4. PROFIT:

15% of Item 3 Subtotal = \$ 5,882.64

Subtotal of Items 3 and 4 \$ 45,100.26

5. OUT-OF-POCKET EXPENSES:

a. Mileage	690 miles @ \$0.545/mile	= \$ 376.05
b. Meals	3 @ \$46.00/day	= \$ 138.00
c. Motel	0 days @ \$93.00/day	= \$ -
d. Mailing & Misc. Expenses		= \$ 85.68

Total Out-of-Pocket Expenses = \$ 599.73

6. SUBCONTRACT COST:

b. None \$ -

7. TOTAL FEE:

Items 4, 5 and 6 \$ 45,700.00

ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN

SEALCOAT AND REMARK RUNWAY 4-22

**ATKINSON MUNICIPAL AIRPORT
PITTSBURG, KANSAS**

January 6, 2018

Classification:		Principal	Project	Design	Design	Technician	Admin.	Other
Hourly Rate:		\$205.75	Manager	Engineer II	Engineer I	\$79.13	Assistant	Costs
			\$174.10	\$132.95	\$113.95		\$63.31	
A. BASIC SERVICES								
1. Preliminary Phase:		2	8	16	2	4	10	(1,2)
Labor Subtotal =	\$ 5,108.92	\$411.50	\$1,392.77	\$2,127.13	\$227.91	\$316.54	\$633.08	
Expense Subtotal =	\$ 191.08							\$ 191.08
Subconsultant Subtotal =	\$ -							\$ -
Total Fee =	\$ 5,300.00							
2. Design Phase - Engineer's Design Report:		0	9	6	48	33	24	(2)
Labor Subtotal =	\$ 11,965.12	\$0.00	\$1,566.86	\$797.67	\$5,469.77	\$2,611.43	\$1,519.38	
Expense Subtotal =	\$ 34.88							\$ 34.88
Subconsultant Subtotal =	\$ -							\$ -
Total Fee =	\$ 12,000.00							
3. Design Phase - Plans and Specs:		0	2	20	56	58	24	(2)
Labor Subtotal =	\$ 15,497.68	\$0.00	\$348.19	\$2,658.92	\$6,381.40	\$4,589.79	\$1,519.38	
Expense Subtotal =	\$ 2.32							\$ 2.32
Subconsultant Subtotal =	\$ -							\$ -
Total Fee =	\$ 15,500.00							
4. Bidding Phase:		0	17	24	9	4	7	(1,2)
Labor Subtotal =	\$ 7,935.60	\$0.00	\$2,959.63	\$3,190.70	\$1,025.58	\$316.54	\$443.15	
Expense Subtotal =	\$ 364.40							\$ 364.40
Subconsultant Subtotal =	\$ -							\$ -
Total Fee =	\$ 8,300.00							
PART A SUBTOTAL =	\$ 41,100.00							
B. SPECIAL SERVICES								
1. Administrative Assistance:		0	1	16	14	0	11	(2)
Labor Subtotal =	\$ 4,592.96	\$0.00	\$174.10	\$2,127.13	\$1,595.35	\$0.00	\$696.38	
Expense Subtotal =	\$ 7.04							\$ 7.04
Subconsultant Subtotal =	\$ -							\$ -
Total Fee =	\$ 4,600.00							
PART B SUBTOTAL =	\$ 4,600.00							
GRAND TOTAL =	\$ 45,700.00							

- (1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Vendor Services

MJS
1/12/18

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

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 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.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- 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);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor/consultant has full responsibility to monitor compliance to the referenced statute or regulation. The contractor/consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The

Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are

incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
 - 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.