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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, March 13, 2018**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

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

**CONSENT AGENDA:**

- a. Approval of the February 27, 2018, City Commission Meeting Minutes.
  - b. Approval of the recommendation of the Economic Development Advisory Committee (EDAC) to inject \$15,000 for the purchase of materials to construct a raised long jump/triple jump runway at the Pittsburg State University Plaster Center, with Pittsburg State University being responsible for the construction and installation of the runway.
  - c. Approval of staff recommendation to recognize the April 20th and August 24th, 2018, Art Walks as community events, and to approve the blocking of Broadway from the north side of 4th Street to the south side of 7th Streets from 3:30 p.m. to 10:00 p.m. during the events.
  - d. Approval of Ordinance No. G-1279, creating Section 18-103, of the Pittsburg City Code, providing the protection of public health and safety and property by requiring electric meters to be disconnected by local utility company employees or qualified City personnel only and electric meters to be re-connected by the utility company after inspection and approval by the City Building Services Department, and authorize the Mayor to sign the Ordinance on behalf of the City.
  - e. Approval of the Appropriation Ordinance for the period ending March 13, 2018 subject to the release of HUD expenditures when funds are received.
- ROLL CALL VOTE.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, March 13, 2018**  
**5:30 PM**

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**CONSIDER THE FOLLOWING:**

- a. INSURANCE BROKERAGE SERVICE - Staff will provide a verbal recommendation regarding the selection of an insurance agent/broker to market and provide competitive quotations on a variety of property and liability coverage, as well as provide in-depth professional services including, but not limited to, risk management consulting, claims management, loss control services, auto liability, auto physical damage, general and professional liability, and public officials liability losses. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**
  
- b. PITTSBURG STATE UNIVERSITY FORGIVABLE LOAN - BLOCK 22 - The Economic Development Advisory Committee (EDAC) is recommending approval of the request submitted by Pittsburg State University for a loan in the amount of \$300,000 to cover build-out costs for the commercial space in the Commerce Building (formerly Crowell's) as part of the Block 22 Project, with the loan to be forgiven over a five-year period at \$60,000 per year from 2019-2023, with the stipulation that the entire \$300,000 must be spent on permanent fixed improvements, that all tenants in the former Commerce/Baxter building be sales tax-producing businesses and the occupancy of the building must average no less than 65% over the previous twelve month period. **Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**
  
- c. KDOT GRANT AGREEMENT FOR THE ATKINSON MUNICIPAL AIRPORT PARTIAL PARALLEL TAXIWAY AT THE APPROACH END OF RUNWAY 16 - Consider staff request to accept a grant in the amount of \$350,000 from the Kansas Department of Transportation to construct the partial parallel taxiway to connect the newly constructed turnaround at the end of Runway 16-34 with the turnaround in place prior to the extension. **Approve or disapprove request and, if approved, authorize the Mayor to sign the agreement on behalf of the City.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, March 13, 2018**  
**5:30 PM**

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- d. DECLARATION OF SURPLUS EQUIPMENT AND REQUEST TO ENTER INTO LEASE/PURCHASE AGREEMENT - Approval of the Parks and Recreation Department's request to have various equipment declared as surplus property to be used for trade-in value for new equipment to be purchased through a lease/purchase agreement and to enter into a five-year lease/purchase agreement with the financial institution selected to best meet the needs of the City. Staff will provide a verbal presentation. **Approve or disapprove request and, if approved, authorize the Mayor to sign the Lease/Purchase Agreement on behalf of the City.**

**NON-AGENDA REPORTS & REQUESTS:**

- a. BI-MONTHLY BUDGET REVIEW - Director of Finance Jamie Clarkson will provide the February 28, 2018, bi-monthly budget review.

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
February 27<sup>th</sup>, 2018

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A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, February 27<sup>th</sup>, 2018, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Jeremy Johnson presiding and the following members present: Sarah Chenoweth, Dawn McNay, Chuck Munsell, and Patrick O'Bryan.

Mayor Johnson led the flag salute.

PUBLIC INPUT –

Ada Hutchcraft of Via Christi Village provided an invocation.

Michelle Sellars, 302 North Labette, Frontenac, Kansas, voiced her concerns regarding the City's recent action increasing license fees for fireworks stands from \$250 to \$5,000.

APPROVAL OF MINUTES – FEBRUARY 13<sup>th</sup>, 2018 – On motion of O'Bryan, seconded by Chenoweth, the Governing Body approved the February 13<sup>th</sup>, 2018, City Commission Meeting minutes as submitted. Motion carried.

DISPOSITION OF BIDS – PURCHASE OF TRUCK - On motion of O'Bryan, seconded by Chenoweth, the Governing Body approved staff recommendation to award the bid for the purchase of a new 2018 1-Ton 4WD Dual Rear Wheel Truck with 9-Foot Dump Bed for use by the Department of Parks and Recreation to Shawnee Mission Ford, of Shawnee, Kansas, for a total bid of \$43,175.00 and authorized the issuance of the necessary purchase order. Motion carried.

PURCHASE OF VEHICLES – On motion of O'Bryan, seconded by Chenoweth, the Governing Body approved staff request to purchase a new 2018 Ram Tradesman 1500 Regular Cab 4x2 1/2 Ton Pickup Truck for Codes Enforcement (Housing) in the amount of \$18,833.57 utilizing Sales Tax Capital Outlay (STCO) Funds and two new 2018 Ram Tradesman 1500 Regular Cab 4x4 1/2 Ton Pickup Trucks for Public Utilities utilizing General Operating Budget, for a total amount of \$63,170.71 using the Kansas State Purchasing Contract currently held with Davis-Moore Automotive, Inc., of Wichita, Kansas and authorized the issuance of the necessary purchase order. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Chenoweth, the Governing Body approved the Appropriation Ordinance for the period ending February 27<sup>th</sup>, 2018, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Chenoweth, Johnson, McNay, Munsell, and O'Bryan. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
February 27<sup>th</sup>, 2018

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ADJOURNMENT: On motion of O'Bryan, seconded by Munsell, the Governing Body adjourned the meeting at 5:40 p.m. Motion carried.

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Jeremy Johnson, Mayor

ATTEST:

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Tammy Nagel, City Clerk



## Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: March 8, 2018

SUBJECT: March 13, 2018 Agenda Item  
Pittsburg State University Plaster Center improvements

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To better accommodate the number of track and field events being hosted by the Plaster Center at Pittsburg State University, and to expand the number of spectators that can attend, the facility has undergone a number of improvements to include additional seating, lane improvements and more. Key to these improvements is the addition of a raised runway for the long jump/triple jump events. Initial estimates place the cost of the materials at \$15,000, but construction/installation is estimated to cost as much as \$50,000.

City staff has proposed for the City to purchase the materials, while Pittsburg State would be responsible for the construction and installation.

The Economic Development Advisory Committee (EDAC) considered this recommendation at its March 7 meeting and has recommended an injection of \$15,000 to support the improvements at the Plaster Center.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 13, 2018. Action being requested is the approval or denial of the financial injection recommendation.



## Interoffice Memorandum

**TO:** Daron Hall, City Manager

**FROM:** Dexter Neisler, Zoning Administrator

**DATE:** March 7, 2018

**SUBJECT:** 2018 Pittsburg Art Walk Events

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Heather Horton, on behalf of Pittsburg Art Walk, is requesting two events to be held in downtown Pittsburg during 2018. The dates requested for the 2018 events are Friday, April 20<sup>th</sup> and Friday, August 24<sup>th</sup>. Ms. Horton is requesting the closure of Broadway from 4<sup>th</sup> to 7<sup>th</sup> Streets during the hours of 3:30 p.m. to 10 p.m. during each of the events. Scheduled hours of operation are from 5:00 p.m. to 9:00 p.m.

As done in previous years, Ms. Horton is requesting City staff to assist with the logistics of closing Broadway. She is requesting that the Parks and Recreation Department assist with supplying a reasonable amount of tables and chairs for the event and she has reserved the restrooms in Europe Park to be open during both events.

At this time, Ms. Horton is not sure a beer garden will be part of these events as in past years. The Cereal Malt Beverage License and beer garden request will be brought to the Governing Body when the Art Walk Committee makes that final decision.

In this regard would you please place an item on the March 13, 2018 City Commission agenda. Action requested is the approval of the Art Walk dates of April 20<sup>th</sup> and August 24<sup>th</sup>, 2018 along with the closure of Broadway from 4<sup>th</sup> to 7<sup>th</sup> Street.

## **Interoffice Memorandum**

**TO:** DARON HALL  
City Manager

**FROM:** CAMERON ALDEN  
Director of Public Works

DEXTER NEISLER  
Building Official

**DATE:** March 6, 2018

**SUBJECT:** Agenda Item – March 13, 2018  
Ordinance No. G-1279 Creating Section 18-103, of the Pittsburg City Code

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In an effort to promote public safety, the Building Services Division is proposing the creation of Section 18-103, of the Pittsburg City Code requiring electric meters to be disconnected by local utility company employees or qualified City personnel only and electric meters to be re-connected by the utility company after inspection and approval by the City Building Services Department.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 13, 2018. Action being requested is approval or disapproval of the proposed ordinance.

Attachments: Ordinance No. G-1279

(Published in The Morning Sun \_\_\_\_\_, 2018)

**ORDINANCE NO. G-1279**

AN ORDINANCE creating Section 18-103 of the Pittsburg City Code regarding the disconnection and re-installation of electrical meters.

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

Section 1. Section 18-103 of the Pittsburg City Code is hereby created to read as follows:

**Section 18-103. Disconnecting and Re-Installing Electrical Meter.**

The disconnection of all electrical meters may only be performed by local utility company employees or qualified City personnel, and may only be re-installed by the utility company after inspection and approval by the City Building Services Department.

Section 2. This Ordinance shall take effect upon its passage and publication in the official city paper.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor – Jeremy Johnson

ATTEST:

\_\_\_\_\_  
Tammy Nagel - City Clerk

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	2/23/2018			181585		
C-CHECK	VOID CHECK	V	3/02/2018			181624		
C-CHECK	VOID CHECK	V	3/02/2018			181625		

* * 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:	3 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			3	0.00	0.00	0.00
BANK: *		TOTALS:	3	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6154	4 STATE MAINTENANCE SUPPLY INC	R	2/23/2018			181564		28.63
2876	A-PLUS CLEANERS & LAUNDRY	R	2/23/2018			181565		422.00
2004	AIRE-MASTER OF AMERICA, INC.	R	2/23/2018			181566		17.22
7842	BIDDLE CONSULTING GROUP INC	R	2/23/2018			181567		2,100.00
6545	CENTER POINT INC	R	2/23/2018			181568		71.41
4263	COX COMMUNICATIONS KANSAS LLC	R	2/23/2018			181569		18.91
6088	EMERGENCY RESPONSE SOLUTIONS,	R	2/23/2018			181570		2,265.14
6358	FIRE X INC	R	2/23/2018			181571		30.00
7189	FISHER PATTERSON SAYLOR & SMIT	R	2/23/2018			181572		721.50
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	2/23/2018			181573		32.12
7680	IMA, INC.	R	2/23/2018			181574		3,125.00
0380	KANSAS DEPARTMENT OF REVENUE	R	2/23/2018			181575		75.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	2/23/2018			181576		381.92
7151	NEOFUNDS	R	2/23/2018			181577		500.00
1267	RP3 INC	R	2/23/2018			181578		1,075.00
1	SIGMA SIGMA SIGMA	R	2/23/2018			181579		250.00
7855	KEVIN W SNOW	R	2/23/2018			181580		2,600.00
5904	TASC	R	2/23/2018			181581		2,343.15
5979	TT TECHNOLOGIES INC	R	2/23/2018			181582		560.48
0349	UNITED WAY OF CRAWFORD COUNTY	R	2/23/2018			181583		61.85
1108	WESTAR ENERGY	R	2/23/2018			181584		3,983.30
5371	PITTSBURG FAMILY YMCA	R	2/23/2018			181586		328.12

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/21/2018 THRU 3/06/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	REDD, SAMANTHA	R	2/27/2018			181592		201.08
6154	4 STATE MAINTENANCE SUPPLY INC	R	3/02/2018			181602		12.53
2004	AIRE-MASTER OF AMERICA, INC.	R	3/02/2018			181603		17.22
5561	AT&T MOBILITY	R	3/02/2018			181604		96.03
7856	BARDAVON HEALTH INNOVATIONS, L	R	3/02/2018			181605		150.00
1616	CITY OF PITTSBURG	R	3/02/2018			181606		174.66
5857	CREATIVE PRODUCT SOURCING INC	R	3/02/2018			181607		3,625.73
0699	DRIVERS LICENSE GUIDE CO	R	3/02/2018			181608		29.95
6740	FELD FIRE	R	3/02/2018			181609		135.00
0613	GOVERNMENT RESEARCH SERVICE	R	3/02/2018			181610		107.50
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	3/02/2018			181611		45.57
7414	KANSAS GAS SERVICE (ESG)	R	3/02/2018			181612		418.96
7803	KB CONSTRUCTION LLC	R	3/02/2018			181613		21,747.99
7854	MAGGIE'S CONCESSION	R	3/02/2018			181614		37.00
1	NALLY'S SOFTBALL	R	3/02/2018			181615		100.00
7857	CITY OF NEODESHA, KS	R	3/02/2018			181616		300.00
7151	NEOFUNDS	R	3/02/2018			181617		1,500.00
0187	PITTSBURG ROTARY CLUB	R	3/02/2018			181618		250.00
0188	SECRETARY OF STATE	R	3/02/2018			181619		25.00
6743	TAILWIND CYCLISTS INC	R	3/02/2018			181620		990.00
7606	UNITED STATES SPECIALTY SPORTS	R	3/02/2018			181621		826.00
5589	VERIZON WIRELESS SERVICES, LLC	R	3/02/2018			181622		867.33

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2350	WASTE CORPORATION OF MISSOURI	R	3/02/2018			181623		920.56
1108	WESTAR ENERGY	R	3/02/2018			181626		173.96
4636	WESTAR ENERGY, INC. (HAP)	R	3/02/2018			181627		413.06
6190	WESTHEFFER	R	3/02/2018			181628		156.31
7858	CLAYTON WHEELER	R	3/02/2018			181629		625.00
0026	STANDARD INSURANCE COMPANY	D	3/01/2018			999999		1,325.06
0046	ETTINGERS OFFICE SUPPLY	E	2/26/2018			999999		722.05
0046	ETTINGERS OFFICE SUPPLY	E	3/05/2018			999999		171.56
0054	JOPLIN SUPPLY COMPANY	E	2/26/2018			999999		310.26
0055	JOHN'S SPORT CENTER, INC.	E	2/26/2018			999999		914.97
0055	JOHN'S SPORT CENTER, INC.	E	3/05/2018			999999		238.00
0068	BROOKS PLUMBING LLC	E	2/26/2018			999999		362.48
0101	BUG-A-WAY INC	E	2/26/2018			999999		60.00
0105	PITTSBURG AUTOMOTIVE INC	E	2/26/2018			999999		34.68
0105	PITTSBURG AUTOMOTIVE INC	E	3/05/2018			999999		531.73
0112	MARRONES INC	E	2/26/2018			999999		549.70
0116	DANIEL E BRADEN	E	2/26/2018			999999		25.00
0117	THE MORNING SUN	E	2/26/2018			999999		294.89
0117	THE MORNING SUN	E	3/05/2018			999999		103.42
0133	JIM RADELL CONSTRUCTION INC	E	2/26/2018			999999		1,960.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	2/26/2018			999999		30.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	3/05/2018			999999		2,200.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0181	INGRAM	E	3/05/2018			999999		24.56
0194	KANSAS STATE TREASURER	E	3/05/2018			999999		157,050.00
0207	PEPSI-COLA BOTTLING CO OF PITT	E	2/26/2018			999999		164.50
0207	PEPSI-COLA BOTTLING CO OF PITT	E	3/05/2018			999999		92.05
0224	KDOR	D	3/05/2018			999999		5,571.58
0292	UNIFIRST CORPORATION	E	2/26/2018			999999		41.20
0294	COPY PRODUCTS, INC.	E	3/05/2018			999999		1,258.83
0300	PITTSBURG FORD-MERCURY, INC.	E	3/05/2018			999999		89.80
0306	CASTAGNO OIL CO INC	E	2/26/2018			999999		278.53
0317	KUNSHEK CHAT & COAL CO, INC.	E	3/05/2018			999999		3,951.90
0321	KP&F	D	2/23/2018			999999		41,227.53
0332	PITTCRAFT PRINTING	E	2/26/2018			999999		520.20
0332	PITTCRAFT PRINTING	E	3/05/2018			999999		2,475.00
0335	CUSTOM AWARDS, LLC	E	2/26/2018			999999		101.26
0478	VIETTI AUTO BODY INC	E	3/05/2018			999999		1,657.62
0534	TYLER TECHNOLOGIES INC	E	3/05/2018			999999		390.00
0577	KANSAS GAS SERVICE	E	2/26/2018			999999		16,990.35
0597	MIDWEST MINERALS INC	E	2/26/2018			999999		1,214.74
0610	THOMAS VACCA	E	2/26/2018			999999		264.00
0628	KC BOBCAT	E	3/05/2018			999999		63.80
0709	PURVIS INDUSTRIES LTD	E	2/26/2018			999999		59.85
0709	PURVIS INDUSTRIES LTD	E	3/05/2018			999999		219.83



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0728	ICMA	D	2/23/2018			999999		777.30
0746	CDL ELECTRIC COMPANY INC	E	2/26/2018			999999		4,816.38
0746	CDL ELECTRIC COMPANY INC	E	3/05/2018			999999		3,935.63
0788	SCHREIBER LLC	E	3/05/2018			999999		2,463.00
0823	TOUCHTON ELECTRIC INC	E	2/26/2018			999999		40.00
0823	TOUCHTON ELECTRIC INC	E	3/05/2018			999999		20.00
0866	AVFUEL CORPORATION	E	2/26/2018			999999		19,650.63
1050	KPERS	D	2/23/2018			999999		38,645.06
1478	KANSASLAND TIRE OF PITTSBURG	E	3/05/2018			999999		356.18
1631	RUTH WEGNER	E	2/26/2018			999999		50.00
1657	CRAWFORD COUNTY HEALTH DEPT	E	2/26/2018			999999		1,650.00
1733	BOYD METALS OF JOPLIN INC	E	2/26/2018			999999		1,445.30
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	2/26/2018			999999		480.94
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	3/05/2018			999999		1,875.81
2137	VAN WALL GROUP	E	3/05/2018			999999		404.48
2707	THE LAWNSCAPE COMPANY, INC.	E	2/26/2018			999999		1,167.45
2767	BRENNTAG SOUTHWEST, INC	E	2/26/2018			999999		1,396.00
3079	COMMERCE BANK	D	3/01/2018			999999		48,911.78
3142	COMMUNITY MENTAL HEALTH CENTER	E	3/05/2018			999999		150.00
3151	SOUTHEAST KANSAS ASSOC	E	2/26/2018			999999		175.00
3192	MUNICIPAL CODE CORP	E	3/05/2018			999999		290.40
3248	AIRGAS USA LLC	E	2/26/2018			999999		1,293.75

VENDOR SET: 99 City of Pittsburgh, KS  
BANK: 80144 BMO HARRIS BANK  
DATE RANGE: 2/21/2018 THRU 3/06/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3261	PITTSBURG AUTO GLASS	E	3/05/2018			999999		200.00
3570	AMERICAN EXPRESS, INC	D	3/05/2018			999999		235.55
4059	PSU - PRINTING & DESIGN SERVI	E	2/26/2018			999999		109.91
4262	KDHE	E	3/01/2018			999999		183,531.56
4307	HENRY KRAFT, INC.	E	3/05/2018			999999		359.93
4520	ETS CORPORATION	D	3/02/2018			999999		7,319.90
4572	KANSAS RURAL WATER ASSOCIATION	E	2/26/2018			999999		615.00
4698	THE MORNING SUN	E	2/26/2018			999999		316.14
4925	MASEK GOLF CAR COMPANY	E	2/26/2018			999999		215.03
5014	MID-AMERICA SANITATION	E	2/26/2018			999999		2,489.00
5014	MID-AMERICA SANITATION	E	3/05/2018			999999		600.18
5275	US LIME COMPANY-ST CLAIR	E	2/26/2018			999999		9,370.04
5275	US LIME COMPANY-ST CLAIR	E	3/05/2018			999999		4,721.64
5340	COMMERCE BANK TRUST	E	2/27/2018			999999		57,738.84
5677	BANK OF AMERICA, INC	D	3/05/2018			999999		1,039.78
5851	MEMPHIS NET & TWINE CO INC	E	3/05/2018			999999		991.74
5904	TASC	D	2/23/2018			999999		6,478.98
6117	ALEXANDER OPEN SYSTEMS, INC	E	2/26/2018			999999		43.75
6175	HENRY C MENGHINI	E	3/05/2018			999999		675.00
6192	KATHLEEN CERNE	E	3/05/2018			999999		1,000.00
6203	THE SOUTHWEST PAPER CO INC	E	3/05/2018			999999		464.88
6402	BEAN'S TOWING & AUTO BODY	E	3/05/2018			999999		2,283.09

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6415	GREAT WEST TANDEM KPERS 457	D	2/23/2018			999999		3,798.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	3/05/2018			999999		1,375.00
6528	GALE GROUP/CENGAGE	E	2/26/2018			999999		55.98
6528	GALE GROUP/CENGAGE	E	3/05/2018			999999		47.98
6595	AMAZON.COM, INC	E	2/26/2018			999999		15,367.07
6822	ELIZABETH BRADSHAW	E	3/05/2018			999999		705.80
6952	ADP INC	D	3/01/2018			999999		2,836.15
6952	ADP INC	D	3/02/2018			999999		685.07
6995	SUMMER WARREN	E	3/05/2018			999999		437.50
7028	MATTHEW L. FRYE	E	3/05/2018			999999		400.00
7038	SIGNET COFFEE ROASTERS	E	2/26/2018			999999		86.75
7038	SIGNET COFFEE ROASTERS	E	3/05/2018			999999		82.50
7283	CORESOURCE, INC	D	2/22/2018			999999		51,959.17
7283	CORESOURCE, INC	D	3/01/2018			999999		25,428.95
7283	CORESOURCE, INC	E	3/05/2018			999999		43,996.65
7285	ALLSTATE BENEFITS	D	3/01/2018			999999		784.51
7290	DELTA DENTAL OF KANSAS INC	D	2/23/2018			999999		1,857.20
7290	DELTA DENTAL OF KANSAS INC	D	3/02/2018			999999		6,657.00
7401	JAMI L CROWDER	E	3/05/2018			999999		1,840.17
7407	LIMELIGHT MARKETING LLC	E	3/05/2018			999999		3,000.00
7559	MEGAN LYNN MUNGER	E	3/05/2018			999999		165.00
7572	OZARK MOUNTAIN ENERGY, INC	E	2/26/2018			999999		17,928.43

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/21/2018 THRU 3/06/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7630	LIBERTY NATIONAL	D	3/01/2018			999999		1,921.53
7655	HW ACQUISITIONS, PA	E	2/26/2018			999999		1,126.30
7705	JOANNA L DERFELT	E	3/05/2018			999999		1,000.00
7774	A2Z RENTALS, LLC	E	3/05/2018			999999		400.00
7800	MORGAN ALYSE PANOVIH	E	3/05/2018			999999		247.50
7806	CORE & MAIN LP	E	2/26/2018			999999		6,906.50
7822	SEATTLE SEWING SOLUTIONS INC	E	3/05/2018			999999		1,516.50
7839	VISION SERVICE PLAN INSURANCE	E	3/05/2018			999999		1,275.33
7852	TRIA HEALTH, LLC	E	3/05/2018			999999		1,020.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	49	54,937.19	0.00	54,937.19
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	19	247,460.10	0.00	247,460.10
EFT:	95	601,784.40	0.00	601,784.40
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: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		163	904,181.69	0.00	904,181.69
BANK: 80144	TOTALS:	163	904,181.69	0.00	904,181.69

VENDOR SET: 99 City of Pittsburg, KS  
BANK: HAP BMO HARRIS BANK-HAP  
DATE RANGE: 2/21/2018 THRU 3/06/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6585	CLASS HOMES 1 LLC	R	3/01/2018			181593		141.00
7585	ECONOMIC SECURITY CORPORATION	R	3/01/2018			181594		365.32
6182	ALAN FELDHAUSEN	R	3/01/2018			181595		887.00
7616	STEVE KUPLEN	R	3/01/2018			181596		1,015.00
1601	GRAIG MOORE	R	3/01/2018			181597		1,069.00
1800	DAN RODABAUGH	R	3/01/2018			181598		767.00
6451	NAZAR SAMAN	R	3/01/2018			181599		352.00
0472	LARRY SPRESSER, LLC	R	3/01/2018			181600		421.00
4636	WESTAR ENERGY, INC. (HAP)	R	3/01/2018			181601		1,426.00
0855	CHARLES HOSMAN	E	3/02/2018			999999		24.00
1008	BENJAMIN M BEASLEY	E	3/02/2018			999999		1,093.00
1231	JOHN LOVELL	E	3/02/2018			999999		1,142.00
1337	DOUGLAS E THOMAS	E	3/02/2018			999999		159.00
1609	PHILLIP H O'MALLEY	E	3/02/2018			999999		4,045.00
1638	VERNON W PEARSON	E	3/02/2018			999999		1,049.00
1688	DORA WARE	E	3/02/2018			999999		553.00
1982	KENNETH N STOTTS, SR	E	3/02/2018			999999		540.00
2304	DENNIS HELMS	E	3/02/2018			999999		444.00
2624	ESTATE OF JAMES ZIMMERMAN	E	3/02/2018			999999		505.00
2850	VENITA STOTTS	E	3/02/2018			999999		277.00
2913	KENNETH N STOTTS JR	E	3/02/2018			999999		272.00
3067	STEVE BITNER	E	3/02/2018			999999		3,392.00

VENDOR SET: 99 City of Pittsburgh, KS  
BANK: HAP BMO HARRIS BANK-HAP  
DATE RANGE: 2/21/2018 THRU 3/06/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3082	JOHN R JONES	E	3/02/2018			999999		360.00
3114	PATRICIA BURLESON	E	3/02/2018			999999		1,086.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	3/02/2018			999999		943.00
3162	THOMAS A YOAKAM	E	3/02/2018			999999		221.00
3193	WILLIAM CROZIER	E	3/02/2018			999999		949.00
3218	CHERYL L BROOKS	E	3/02/2018			999999		371.00
3272	DUNCAN HOUSING LLC	E	3/02/2018			999999		2,252.00
3273	RICHARD F THENIKL	E	3/02/2018			999999		1,083.00
3593	REMINGTON SQUARE APARTMENTS ,	E	3/02/2018			999999		8,133.00
3668	MID AMERICA PROPERTIES OF PITT	E	3/02/2018			999999		2,723.00
3724	YVONNE L. ZORNES	E	3/02/2018			999999		421.00
3746	JAROLD BONBRAKE	E	3/02/2018			999999		491.00
4054	MICHAEL A SMITH	E	3/02/2018			999999		1,319.00
4177	MT RENTALS LLC	E	3/02/2018			999999		379.00
4218	MEADOWLARK TOWNHOUSES	E	3/02/2018			999999		3,437.00
4492	PITTSBURG SENIORS	E	3/02/2018			999999		3,684.00
4523	TODD A TROWBRIDGE	E	3/02/2018			999999		151.00
4786	JENNIFER STANLEY	E	3/02/2018			999999		119.00
4928	PITTSBURG STATE UNIVERSITY	E	3/02/2018			999999		1,261.00
5039	VANETA MATHIS	E	3/02/2018			999999		273.00
5393	CARLOS ANGELES	E	3/02/2018			999999		2,518.89
5549	DELBERT BAIR	E	3/02/2018			999999		299.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: HAP BMO HARRIS BANK-HAP  
DATE RANGE: 2/21/2018 THRU 3/06/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5653	PEGGY HUNT	E	3/02/2018			999999		109.00
5656	EARL HARTMAN	E	3/02/2018			999999		800.00
5658	DEANNA J HIGGINS	E	3/02/2018			999999		189.00
5676	BARBARA TODD	E	3/02/2018			999999		61.00
5834	DENNIS TROUT	E	3/02/2018			999999		238.00
5885	CHARLES T GRAVER	E	3/02/2018			999999		390.00
5906	JOHN HINRICHS	E	3/02/2018			999999		268.00
5939	EDNA RUTH TRENT IRREVOCABLE TR	E	3/02/2018			999999		238.00
5957	PASTEUR PROPERTIES LLC	E	3/02/2018			999999		4,668.00
5961	LARRY VANBECELAERE	E	3/02/2018			999999		425.00
6002	SALLY THRELFALL	E	3/02/2018			999999		227.00
6062	MARC D SCHROEDER	E	3/02/2018			999999		305.00
6090	RANDAL BENNEFELD	E	3/02/2018			999999		1,405.00
6108	TILDEN BURNS	E	3/02/2018			999999		27.00
6130	T & K RENTALS LLC	E	3/02/2018			999999		857.00
6150	JAMES L COX RENTALS	E	3/02/2018			999999		577.00
6161	MICHAEL J STOTTS	E	3/02/2018			999999		171.00
6172	ANDREW ALEX WACHTER	E	3/02/2018			999999		293.00
6227	REGGIE BOLLINGER	E	3/02/2018			999999		736.00
6269	EDWARD SWOR	E	3/02/2018			999999		1,170.90
6295	DAVID L PETERSON	E	3/02/2018			999999		995.00
6298	KEVAN L SCHUPBACH	E	3/02/2018			999999		6,910.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: HAP BMO HARRIS BANK-HAP  
DATE RANGE: 2/21/2018 THRU 3/06/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6306	BALKANS DEVELOPMENT LLC	E	3/02/2018			999999		474.00
6322	R JAMES BISHOP	E	3/02/2018			999999		703.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	3/02/2018			999999		1,457.00
6394	KEVIN HALL	E	3/02/2018			999999		2,524.00
6441	HEATHER D MASON	E	3/02/2018			999999		902.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	3/02/2018			999999		298.00
6655	B&H DEVELOPERS, INC	E	3/02/2018			999999		3,687.00
6657	OZARKS AREA COMMUNITY ACTION C	E	3/02/2018			999999		449.63
6673	JUDITH A COLLINS	E	3/02/2018			999999		650.00
6708	CHARLES MERTZ	E	3/02/2018			999999		294.00
6868	DAVID SIMPSON (308)	E	3/02/2018			999999		214.00
6886	DELBERT BAIR	E	3/02/2018			999999		483.00
6916	STILWELL HERITAGE & EDUCATIONA	E	3/02/2018			999999		3,713.00
6953	CARL ULEPICH	E	3/02/2018			999999		336.00
7024	KIMBERLY GRISSOM	E	3/02/2018			999999		540.00
7083	PITTSBURG HEIGHTS, LP	E	3/02/2018			999999		5,268.00
7112	RANDY VILELA	E	3/02/2018			999999		1,314.00
7220	TIMOTHY ADAM	E	3/02/2018			999999		182.00
7222	MICHAEL WILBER	E	3/02/2018			999999		122.00
7294	AMMP PROPERTIES, LLC	E	3/02/2018			999999		836.00
7312	JASON HARRIS	E	3/02/2018			999999		466.00
7326	RANDY ALLEE	E	3/02/2018			999999		272.00



VENDOR SET: 99 City of Pittsburg, KS  
BANK: HAP BMO HARRIS BANK-HAP  
DATE RANGE: 2/21/2018 THRU 3/06/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7344	TERRY O BARTLOW	E	3/02/2018			999999		264.00
7393	TERESA MCCLURE	E	3/02/2018			999999		220.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	3/02/2018			999999		2,261.58
7562	THOMAS E SILOVSKY	E	3/02/2018			999999		262.00
7579	ROBERT COBB	E	3/02/2018			999999		263.00
7581	REX LINVILLE	E	3/02/2018			999999		553.00
7582	KIRK A DUNCAN	E	3/02/2018			999999		398.00
7612	ENDICOTT RENTALS, LLC	E	3/02/2018			999999		720.00
7654	ALICIA PEINE	E	3/02/2018			999999		579.00
7659	CHARLES R ALLEN	E	3/02/2018			999999		850.00
7668	JOHN BEST	E	3/02/2018			999999		148.00
7669	CHARLES GILMORE	E	3/02/2018			999999		540.00
7717	LAWRENCE E GIGER	E	3/02/2018			999999		472.00
7741	SUSAN E ADAMS	E	3/02/2018			999999		217.00
7777	DELBERT BAIR	E	3/02/2018			999999		380.00
7781	TAWIL PROPERTIES, LLC	E	3/02/2018			999999		317.00
7783	NATHAN MAGEE	E	3/02/2018			999999		274.00
7805	KIRK DARROW	E	3/02/2018			999999		316.00
7837	CHANTAL SARKY	E	3/02/2018			999999		300.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
REGULAR CHECKS:		9		6,443.32		0.00		6,443.32
HAND CHECKS:		0		0.00		0.00		0.00
DRAFTS:		0		0.00		0.00		0.00
EFT:		98		101,548.00		0.00		101,548.00
NON CHECKS:		0		0.00		0.00		0.00
VOID CHECKS:		0	VOID DEBITS	0.00				
			VOID CREDITS	0.00		0.00		
TOTAL ERRORS: 0								
* * T O T A L S * *								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
VENDOR SET: 99 BANK: HAP TOTALS:		107		107,991.32		0.00		107,991.32
BANK: HAP TOTALS:		107		107,991.32		0.00		107,991.32

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3193	WILLIAM CROZIER	E	3/02/2018			999999		450.00
4013	KNIGHTS OF COLUMBUS TOWERS	E	3/02/2018			999999		683.00
6269	EDWARD SWOR	E	3/02/2018			999999		700.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	3/02/2018			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:	4	2,274.00	0.00	2,274.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: TBRA	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			4	2,274.00	0.00	2,274.00
BANK: TBRA	TOTALS:		4	2,274.00	0.00	2,274.00
REPORT TOTALS:			274	1,014,447.01	0.00	1,014,447.01

Passed and approved this 13<sup>th</sup> day of March, 2018.

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Jeremy Johnson, Mayor

ATTEST:

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Tammy Nagel, City Clerk



## Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: March 7, 2018

SUBJECT: March 13, 2018 Agenda Item  
Pittsburg State University forgivable loan

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Pittsburg State University has requested a \$300,000 forgivable loan to cover build-out costs for the commercial space in the Commerce Building (formerly Crowell's) as part of Block 22. When the Block 22 project began, Pittsburg State officials anticipated that Crowell's would continue operations on the first floor. When it became apparent that was not the case, Pittsburg State began to look towards filling the project with restaurant concepts as well as with professional commercial spaces. PSU estimates these commercial concepts (including the restaurants and tenants of the co-working space) will bring an additional 60 full-time equivalent jobs to the community. The restaurant concepts are also investing an additional \$680,000 in the space through their build-out and equipment.

The Economic Development Advisory Committee (EDAC) considered this request at its March 7 meeting and has recommended approval of the \$300,000 forgivable loan with the forgiveness to be based on the following criteria, which will be measured annually beginning September 1, 2019:

- Loan would be forgiven over a five-year period at \$60,000 per year from 2019 – 2023.
- All \$300,000 must be spent on permanent fixed improvements to include flooring, electrical, fire suppression, plumbing, HVAC and windows
- All tenants in the former Commerce/Baxter building must be sales tax-producing businesses

- Occupancy must average no less than 65% over the previous 12 months (which would be accomplished by having at least two of the three spaces filled)

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 13, 2018. Action being requested is the approval or denial of the loan forgiveness recommendation.

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** CAMERON ALDEN  
Director of Public Works

**DATE:** March 6, 2018

**SUBJECT:** Agenda Item – March 13, 2018  
KDOT Agreement  
Atkinson Municipal Airport - Partial Parallel Taxiway at the Approach End of  
Runway 16  
Project No. AV-2018-45

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The Pittsburg Municipal Airport has a master plan for improvements at the airport. The next improvement planned is a partial parallel taxiway to connect the newly constructed turnaround at the end of Runway 16-34 with the turnaround in place prior to the extension. The Partial Parallel Taxiway will increase airport user safety by providing a taxiway for aircraft to utilize while other aircraft may be taking off or landing in a short period of time. This improvement was submitted for funding through KDOT's Aviation Division. The City staff received notice on February 19 that the project has been awarded a FY 2018 Kansas Airport Improvement Program (KAIP) Grant for the Partial Parallel Taxiway.

This project is being funded by a grant sponsored by KDOT through their KAIP for FY 2018. The grant is based on a 90% FAA/10% Local funding split with a cap of \$350,000 for KDOT's grant. The current estimate for construction and construction engineering is \$428,000. If these are the final costs, the City's share would be \$78,000. This project includes earthwork, drainage, lighting, asphalt pavement, striping and other related improvements to construct the taxiway between the two turnarounds on the approach end of Runway 16. The City's share will be paid out of the airport's operating budget. Attached is the grant agreement with KDOT in order for the City to receive those funds. Staff recommends entering into the KDOT agreement to obtain the 90% match capped at \$350,000 for the construction of the improvements.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 13, 2018. Action necessary will be approval or disapproval of staff's recommendation to enter into the grant agreement with KDOT for the construction of a partial parallel taxiway on the approach end of Runway 16 and, if approved, authorize the Mayor to sign the contract documents once prepared.

Attachment: KDOT Grant Agreement

## AIRPORT MODERNIZATION AGREEMENT

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

### RECITALS:

- A. The Airport has applied for and the Secretary has approved an Airport Geometric Improvement Project to: Construct a partial parallel taxiway at the approach end of Runway 16 for the Atkinson Municipal Airport.
- B. The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State’s General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C. The Secretary and the Airport are empowered by the laws of Kansas to enter into agreements for the construction, planning and maintenance of the airport.
- D. The Secretary and the Airport desire to enter into this Agreement to participate in the cost of the Project by use of State funds.

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

### ARTICLE I

#### DEFINITIONS:

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

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Airport”** means City of Pittsburg, with its place of business at PO Box 688 Pittsburg, Kansas 66762.
- 3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or pavement; any drainage, dredging, excavation, grading or similar work upon real property.
- 4. **“Construction Contingency Items”** means unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
- 5. **“Construction Engineering”** means inspection services material testing, engineering consultation and other reengineering activities required during Construction of the Project.
- 6. **“Contractor”** means the entity awarded the Construction contract for the Project by the Airport, and any subcontractors working for the Contractor or the Airport with respect to the Project.



7. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement and as approved by FAA.
8. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
9. **“FAA”** means the Federal Aviation Administration, a federal agency of the United States.
10. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 et seq., Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 et seq., Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 et seq., Hazardous Waste.
11. **“KAIP”** means the Kansas Airport Improvement Program, administered by KDOT’s Division of Aviation.
12. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
13. **“Letting” or “Let”** means the process of receiving bids prior to an award of a Construction contract for any portion of the Project.
14. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.
15. **“Participating Costs”** means expenditures for items or services which are an integral part of the Project, as reasonably determined by the Secretary.
16. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Airport.
17. **“Project”** means all phases and aspects of the endeavor to be undertaken by the Airport, being as follows: Construct a partial parallel taxiway at the approach end of Runway 16, and is the subject of this Agreement.

18. **“Project Limits”** means that area of the Project, including all areas between and within the Right of Way boundaries as shown on the final Design Plans.
19. **“Right of Way”** means the real property and interests therein necessary for construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the final Design Plans.
20. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.

## ARTICLE II

### SECRETARY RESPONSIBILITIES:

1. **Payment of Costs.** In accordance with KAIP guidelines, the Secretary agrees to reimburse the Airport ninety percent (90%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed \$350,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$388,888.89. The Secretary reserves the right to retain up to five percent (5%) of the Secretary’s maximum participation until the Airport completes its obligations under this Agreement to the satisfaction of the Secretary.
2. **Reimbursement Payments.** The Secretary agrees to make such payment to the Airport as soon as reasonably possible after Construction of the Project is completed and after receipt of proper billing and certification by the Airport that the Project was constructed within substantial compliance of the approved Design Plans.
3. **Verification of Project Start** – The Secretary shall not reimburse the Airport until the Secretary receives verification from the Airport that the Project is underway. Verification for the Project may consist of evidence of construction, proof of hiring consultant or contractor for the Project, or other method deemed acceptable by the Secretary’s authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

## ARTICLE III

### AIRPORT RESPONSIBILITIES:

1. **Project Administration.** The Airport shall be responsible for undertaking and completion of the Project. Immediately after the Project is Let, the Airport shall notify KDOT’s Division of Aviation to communicate the date the contract is Let, the total contract amount, and any other requested information related to the Project.
2. **Design and Specifications.** The Airport will prepare Design Plans if required for the Project, Let the contract, construct the Project in accordance with the final Design Plans, inspect the Construction, and administer both the Project and the payments due the Contractor, including the portion

of cost borne by the Secretary. The Airport shall separate and list apart the Participating Cost bid items from Non-Participating Cost bid items on both the final Design Plans and the bid documents.

3. **Conformity with Federal Requirements.** Airport agrees to design the Project, or contract to have it designed, in conformity with the current Federal Aviation Administration (FAA) airport design standards and the rules and regulations of the FAA pertaining thereto.

4. **Submission of Design Plans to Secretary.** If requested, the Airport will furnish to KDOT's Division of Aviation one (1) set of final Design Plans.

5. **Performance Bond.** The Airport has the discretion to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

6. **Preventive Maintenance.** The Airport agrees to implement an airport pavement management program which assures preventive maintenance for construction, reconstruction, replacement, and maintenance for projects which utilize KAIP funds.

7. **Final Acceptance.** The Airport shall obtain final acceptance and certification of the Project through KDOT's Division of Aviation.

8. **Prevailing Wages.** The Airport will require the Contractor to pay prevailing wages. The Airport will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The Airport can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

9. **Utilities.** The Airport will move or adjust, or cause to be moved or adjusted all Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented. The expense of such removal or adjustment shall be borne by the owner or the Airport.

10. **Hazardous Waste.** The Airport agrees to the following with regard to Hazardous Waste:

(a) **Removal of Hazardous Waste.** The Airport shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Airport shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Airport will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and local agency standards where the Hazardous Waste is located.

(b) **Responsibility for Hazardous Waste Remediation Costs.** The Airport shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

- (c) Hazardous Waste Indemnification. The Airport shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the Airport in undertaking cleanup or remediation for any Hazardous Waste.
- (d) No Waiver. By signing this Agreement the Airport has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project limits. The Airport reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project limits.

11. **General Indemnification**. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the Airport will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Airport, the Airport's employees, agents, subcontractors or its consultants. The Airport shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

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

13. **Inspection of Records**. During Project execution, representatives of the Secretary may make periodic inspection of the Project and the records of the Airport as may be deemed necessary or desirable. The Airport will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as necessary to the performance of this Agreement.

14. **Financial Obligation**. In accordance with KAIP guidelines, the Airport will be responsible for ten percent (10%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to \$388,888.89, which is the estimated total actual costs for the Project. The Airport agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$388,888.89 for the Project. The Airport shall also pay for any Non-Participating Costs incurred for the Project. The Airport shall separate and list apart the Participating Cost bid items (i.e., state aid eligible costs) from the Non-Participating Cost bid items in its Project accounting and on the final Design Plans and the bid documents.

15. **Audit**. The Airport will participate and cooperate with the Secretary in an annual audit of the Project. The Airport shall make its records and books available to representatives of the Secretary

for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments that have been made with state funds by the Airport for items considered Non-Participating Costs, the Airport shall promptly reimburse the Secretary for such items upon notification by the Secretary.

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

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

18. **Project Modification.** Any the following Project changes require the Airport to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be let
- b. Project description
- c. Project scope

During construction the Airport shall notify the Secretary of any changes in the plans and specifications, which will require the written approval of the Secretary.

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

## ARTICLE IV

### GENERAL PROVISIONS:

1. **Project Limits.** It is mutually agreed the Project will be constructed within the limits of Atkinson Municipal Airport.

2. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

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

4. **Civil Rights Act.** The “Special Attachment No. 1, Rev. 09.20.17” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

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

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

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

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

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

AIRPORT

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

Name: \_\_\_\_\_

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

By: \_\_\_\_\_  
KANSAS DEPARTMENT OF TRANSPORTATION (date)  
Secretary of Transportation



CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## KANSAS DEPARTMENT OF TRANSPORTATION

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

### PREAMBLE

The Secretary of Transportation for the State of Kansas, 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 other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

### CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

### ASSURANCE APPENDIX A

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 Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** 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 Acts and the Regulations, 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 Subcontractors, Including Procurements of Material 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 will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, 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 Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, 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 Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA 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 the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any



subcontract or procurement as the Recipient or the FHWA, FTA, or FAA 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 Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### ASSURANCE APPENDIX E

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); and 49 CFR Part 21.
- 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);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- 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 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 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, 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 C.F.R. 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 nondiscrimination 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 LEP, and resulting agency guidance, national origin discrimination includes discrimination because of 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)

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** March 6, 2018

**SUBJECT:** Agenda Item – March 13, 2018  
Request for Equipment Leasing Quotes/Declaration of Surplus Equipment  
Parks & Recreation Maintenance Equipment

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The City of Pittsburg recently placed an advertisement in the newspaper and sent out RFQ's to seek quotes from financial institutions for the financing of new golf course, ball diamond and cemetery maintenance equipment for the Pittsburg Parks and Recreation Department. The specifics of the purchase are as follows:

- Contract Price of \$271,688.15 less Trade-In Value of \$52,500.00 for a Total Purchase Price of \$219,188.15.
  - (1) Jacobsen GP400 tee mower, Model #62706, 18 HP Vanguard gas engine  
(3) Trueset 7 blade cutting units, Model #62834  
(3) 22" grooved front roller 3", Model #123268  
\$28,055.00
  - (2) Jacobsen GP400 greens mower, Model #62706, 18 HP Vanguard engine  
(6) Trueset 15 blade cutting units, Model #62849  
(6) 22" groove segmented front roller  
\$28,997.00 Each – Total \$57,994.00
  - (2) Jacobsen Turfcut outfront rotary, Model #69180-2212, 72" side discharge,  
24.8 Kubota diesel engine, 4WD  
\$22,206.92 Each – Total \$44,413.84
  - (1) Jacobsen AR3 Contour rotary, Model #69187, 67.5" width of cut, 24.8  
Kubota diesel engine, 3WD  
\$27,906.00
  - (1) Hustler fast trak ZTR, Model #933424, 23HP Kawasaki engine, 48" width  
\$5,999.00

**MEMO TO: DARON HALL**  
**MARCH 6, 2018**  
**PAGE TWO**

- (1) Smithco ball field rake, Model #45-002  
Infield scarifier with gauge wheels, Model #42-341  
40" dozier blade, Model #45-009-A  
Drag Matt and carrier, Model #43-008  
\$17,276.00
- (1) Jacobsen large area rotary, Model #HR 600, 65.2 Kubota diesel engine  
tier 4, 137" width of cut  
\$54,280.00
- (1) Hustler Vanguard Big Block EFI (37hp), Model #937219, 104" RD  
Grammer Suspension Seat  
\$23,116.50
- (1) Grasshopper Mower, Model #729T, 962cc Kubota gasoline engine, "no-  
gears" T6® pump-and-wheel-motor transmission, AntiVibe Power Platform®,  
luxury seat and shock-absorbing footrest, with 3561RPF 61" Dedicated Rear  
Discharge w/PowerFold® (532360) and 504643 Trash Shield Kit – 700 Series  
\$12,647.81
- 5 year lease / purchase
- 5 annual payments, first at delivery of equipment
- Quotes shall include the annual payment amount, payment schedule, and interest rate.
- Quotes shall include the bidders lease purchase agreement which will be subject to the provisions of KSA 10-1116b and KSA 10-1116c and the City of Pittsburg's purchasing policy.
- All quotes shall be viable for a minimum of 30-days from submission.

RFQ's were sent out to 9 local financial institutions. The deadline for submittal of all quotes is 2 pm, March 13<sup>th</sup>, 2018. Staff will evaluate the quotes and will be prepared to provide a verbal presentation of their selection of the financial institution that best meets the needs of the City to the City Commission at their March 13<sup>th</sup> meeting.

It will also be necessary to declare the equipment on the attached list as surplus property to be used for trade-in value for the new equipment.

## Trade-In Equipment

<b>EQUIPMENT CODE</b>	<b>MAKE/MODEL</b>	<b>SERIAL NUMBER</b>
341-022 [77-25]	John Deere 1600 Turbo Mower	TC1600THDT150086
341-023 [77-30]	2013 John Deere 425-M Mower	TC925MVVCY010088
341-067 [53-50]	2006 Toro 4100D-30411 Groundmaster Mower	260000721
344-003 [77-24]	2013 2500B Greens Mower	1TC250BGLCT070016
334-004 [77-31]	2013 2500B Greens Mower	1TC250BGACT060679
334-005 [77-35]	2013 2653B Bank Mower	TC2653TAD070085
334-006 [77-32]	2013 2500B Tee Mower	TC250BGJCT070057
334-007 [77-33]	2013 John Deere 1445 Mower	TC1445DCCT130170
334-008 [77-28]	2013 John Deere 1445 Mower	TC1445PDT130201
334-010 [73-34]	2013 John Deere 920-M Mower	TC920MACDX010249
341-035 [77-36]	John Deere 1200A Ball Field Rake	1TC1200ACCT200116

City of Pittsburg, Kansas  
2018 Budget Recap  
As of February 28, 2018  
(16.67% of Fiscal Year has passed)

Budgeted Funds	Un-Encumbered Cash Balance 1/1/2018	Revenues (1)			Expenditures			Y-T-D Net	Un-Encumbered Cash Balance 2/28/2018
		Adopted Budget 2018	Y-T-D Revenues 2/28/2018	Percent Received	Adopted Budget 2018	Y-T-D Expenses 2/28/2018	Percent Used		
General Fund	\$ 4,370,941	\$ 23,511,212	\$ 5,822,063	24.76%	\$ 26,373,453	\$ 4,201,942	15.93%	\$ 1,620,121	\$ 5,991,062
Public Library	221,396	890,673	448,158	50.32%	1,023,596	122,621	11.98%	325,537	546,933
Public Library Annuity	170,721	450	188	41.86%	174,757	-	0.00%	188	170,909
Special Alcohol & Drug	81,970	86,000	-	0.00%	166,361	47,843	28.76%	(47,843)	34,127
Special Parks & Recreation	-	86,000	-	0.00%	86,000	-	0.00%	-	-
Street & Highway	187,150	1,039,000	217,585	20.94%	1,150,799	194,519	16.90%	23,066	210,216
Street & Highway Sales Tax	325,898	2,367,344	375,890	15.88%	2,530,540	14,265	0.56%	361,625	687,523
Section 8 Housing	5,976	1,561,150	252,432	16.17%	1,561,858	244,389	15.65%	8,043	14,019
Revolving Loan Fund	3,042,298	1,262,709	276,012	21.86%	3,971,008	330,739	8.33%	(54,727)	2,987,571
Debt Service	964,528	3,759,660	981,638	26.11%	4,716,536	291,336	6.18%	690,302	1,654,830
Public Utilities	2,052,457	7,992,924	1,284,694	16.07%	10,338,171	1,460,849	14.13%	(176,155)	1,876,302
Capital Reserves (1)	800,000	-				731,800		(731,800)	68,200
Stormwater	428,802	836,898	139,742	16.70%	1,017,818	82,987	8.15%	56,755	485,557
Totals	\$ 12,652,137	\$ 43,394,020	\$ 9,798,402	22.58%	\$ 53,110,897	\$ 7,723,290	14.54%	\$ 2,075,112	\$ 14,727,249

**Notable Items:**

\*Sales Tax revenue is up 1.01% compared to same period in 2017.

\*Gaming Revenue average is \$26,496 per month to date