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WWTP Design Contract Amendment #1 Memo 107
WWTP Design Contract Amendment #1 108

WASTEWATER TREATMENT PLANT DESIGN AGREEMENT - AMENDMENT #2 - Staff is requesting Governing Body approval of Amendment #2 to the Wastewater Treatment Plant Design Agreement for the design of the replacement of the East 4th Street Lift Station. If approved, this amendment will add an additional 60 days to the contract and will increase the contract by $24,000.00, making an adjusted agreement amount of $2,460,328.00.

WWTP Design Contract Amendment #2 Memo 109
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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 August 10, 2021, City Commission Meeting minutes.

b. Approval of the application submitted by Rochelle Greve, on behalf of JG Entertainment, LLC, for a 2021 Cereal Malt Beverage License for Pat's Lounge, located at 501 East 7th Street, and authorize the City Clerk to issue the license.

c. Approval of staff recommendation to appoint Matthew Lunde to fill an unexpired term as a member of the Sustainability Advisory Committee effective immediately and concluding on December 31, 2022.

d. Approval of payment to Central Power Systems & Services regarding work on the asphalt roller in the amount of $21,969.22.

e. Approval of Change Order #1 to the contract with Heck and Wicker for the Georgia Street Channel / Culvert Project in the amount of $2,353.76, making the overall contract construction amount $446,842.68, and authorize the Mayor to sign the Change Order on behalf of the City.

f. Approval of Change Order #2 to the contract with Heck and Wicker for the Georgia Street Channel / Culvert Project in the amount of $5,984.91, making the overall contract construction amount $452,827.59, and authorize the Mayor to sign the Change Order on behalf of the City.

g. Approval of staff request to purchase a used John Deere 6130M Tractor, from the local Heritage Tractor Dealership, in accordance with the City's purchasing policy for sole source purchases due to the uniqueness of used equipment, in the amount of $116,00.00, and authorize the Mayor to execute the purchasing documents on behalf of the City.

h. Approval of staff request to purchase a new Ventrac 4500Z Mower with Boom Sickle Attachment from Professional Turf Products, L.P., allowed under the cooperative purchasing section of the City's Purchasing Policy, utilizing Sourcewell contract pricing in the amount of $43,177.45, and authorize the Mayor to execute the purchasing documents on behalf of the City.

i. Approval of staff request to purchase a new Bobcat E42 Compact Excavator from Clark Equipment Co. dba Bobcat Company, allowed under the cooperative purchasing section of the City's Purchasing Policy, utilizing Sourcewell contract pricing in the amount of $56,337.86, and authorize the Mayor to execute the purchasing documents on behalf of the City.

j. Approval of staff request to purchase a new John Deere M15 Flex Wing Rotary Cutter from the local Heritage Tractor Dealership, allowed under the cooperative purchasing section of the City's Purchasing Policy, utilizing State contract pricing in the amount of $17,500.00, and authorize the Mayor to execute the purchasing documents on behalf of the City.

k. Approval of staff request to authorize CDL Electric to repair of the Water Treatment Plant boiler system, in the amount of $24,808.00, and to waive the requirement in the City's purchasing policy that three quotes be obtained, and authorize the Mayor to execute CDL Electric's quote on behalf of the City.

l. Approval of staff recommendation to accept a small solid waste grant in an amount not to exceed $7,500.00 from the Kansas Department of Health and Environment (KDHE) Bureau of Waste Management for the purchase of a cardboard baler to use for recycling purposes, and authorize the Mayor to execute the contract documents on behalf of the City.

m. Approval of staff recommendation to accept Airport Rescue Grant funding in the amount of $59,000.00 from the Federal Aviation Administration (FAA) American Rescue Plan Act (ARPA) to be used at the Atkinson Municipal Airport for costs related to the coronavirus pandemic response, authorize City staff to execute the grant form, and authorize the City Attorney to execute the Certificate of Sponsor's Attorney.

n. Approval of the Appropriation Ordinance for the period ending August 24, 2021, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

PUBLIC HEARINGS:

a. PROPOSED 2022 REVENUE NEUTRAL RATE - The City of Pittsburg advertised for a Public Hearing to be held on August 24th, 2021, at the City Commission Meeting, commencing at 5:30 p.m. in the City Commission Room, located in the Law Enforcement Center, 201 North Pine for the purpose of hearing and answering questions relating to exceeding the revenue neutral rate for the 2022 Budget. **Following the Public Hearing, approve or disapprove exceeding the revenue neutral rate for the 2022 Budget and, if approved, adopt Resolution No. 1246 and authorize the Mayor to sign the Resolution on behalf of the City.**

b. PROPOSED 2022 BUDGET - The City of Pittsburg advertised for a Public Hearing to be held on August 24, 2021, at the City Commission Meeting, commencing at 5:30 p.m. in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, for the purpose of hearing and answering questions relating to the proposed 2022 Budget. **Following the Public Hearing, approve or disapprove the 2022 Budget and, if approved, authorize the Mayor and City Commissioners to sign the State Budget Certificate Form on behalf of the City.**

CONSIDER THE FOLLOWING:

a. APPOINTMENT TO PLANNING COMMISSION/BOARD OF ZONING APPEALS - Consider staff recommendation to appoint one individual to fill an unexpired term as a member of the Planning Commission/Board of Zoning Appeals effective August 25, 2021, and to conclude on December 31, 2021. **Appoint one new member to the Planning Commission/Board of Zoning Appeals.**

b. DISPOSITION OF BIDS - CCLIP (SP) RESURFACING PROJECT - BROADWAY STREET (US-69B) AND W 4TH STREET (K-126) - Staff is requesting Governing Body approval to award the bid for the CCLIP (SP) Resurfacing Project on Broadway Street (US-69B) and W 4th Street (K-126) to Heckert Construction Co., Inc., of Pittsburg, Kansas, with a low bid of $996,421.37. **Approve or disapprove staff's request and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.**

c. WASTEWATER TREATMENT PLANT DESIGN AGREEMENT - AMENDMENT #1 - Staff is requesting Governing Body approval of Amendment #1 to the Wastewater Treatment Plant Design Agreement for the design of an additional lift station along the eastern side of Hwy. 69 towards the end of Kansas Street. If approved, this amendment will add an additional 60 days to the contract and will increase the contract by $88,000.00, making an adjusted agreement amount of $2,436,328.00. **Approve or disapprove Amendment #1 to the Wastewater Treatment Plant Design Agreement and, if approved, authorize the Mayor to execute Amendment #1 on behalf of the City.**

d. WASTEWATER TREATMENT PLANT DESIGN AGREEMENT - AMENDMENT #2 - Staff is requesting Governing Body approval of Amendment #2 to the Wastewater Treatment Plant Design Agreement for the design of the replacement of the East 4th Street Lift Station. If approved, this amendment will add an additional 60 days to the contract and will increase the contract by $24,000.00, making an adjusted agreement amount of $2,460,328.00. **Approve or disapprove Amendment #2 to the Wastewater Treatment Plant Design Agreement and, if approved, authorize the Mayor to execute Amendment #2 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
August 10, 2021

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, August 10th, 2021, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Chuck Munsell presiding and the following members present: Cheryl Brooks, Larry Fields, Dawn McNay, and Patrick O'Bryan.

Mayor Munsell led the flag salute.

PUBLIC INPUT - INVOCATION – Mark Chambers, on behalf of the First United Methodist Church, provided an invocation.

APPROVAL OF MINUTES – On motion of O'Bryan, seconded by Brooks, the Governing Body approved the July 27th, 2021, City Commission Meeting minutes as presented. Motion carried.

CEREAL MALT BEVERAGE LICENSE – KIWANIS CLUB OF PITTSBURG – On motion of O'Bryan, seconded by Brooks, the Governing Body approved the application submitted by Judy Smetana, on behalf of the Kiwanis Club of Pittsburg, for a Cereal Malt Beverage License to operate a beer garden, to be located on Broadway between 10th Street and 11th Street during the Little Balkans Day Festival from 5:00 p.m. until 11:00 p.m. on Saturday, September 4th, 2021, and authorized the City Clerk to issue the license. Motion carried.

EMERGENCY SOLUTIONS GRANT ACCEPTANCE – On motion of O'Bryan, seconded by Brooks, the Governing Body approved staff recommendation to accept an Emergency Solutions Grant (ESG) from the Kansas Housing Resources Corporation (KHRC) in the amount of $102,703 to support homeless services within our community, for the grant period of July 1st, 2021, through June 30th, 2022, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Brooks, the Governing Body approved the Appropriation Ordinance for the period ending August 10th, 2021, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Fields, McNay, Munsell and O'Bryan. Motion carried.

ASSIGNMENT AND ASSUMPTION OF LEASE – On motion of Munsell, seconded by O'Bryan, the Governing Body approved staff recommendation to enter into an Assignment and Assumption of Lease between the City of Pittsburg, Veritiv Operating Company, and Pixelle Specialty Solutions, LLC, in regard to the City-owned building at 3004 Rotary Terrace and authorized the Mayor to sign the Assignment and Assumption of Lease on behalf of the City. Motion carried.

PARTIAL MORTGAGE RELEASE AND WAIVER OF RIGHT OF REPURCHASE - SILVERBACK HOUSING DEVELOPMENT – On motion of Fields, seconded by McNay, the Governing Body approved staff recommendation to accept a Partial Release of Mortgage document and Waiver of Right of Repurchase for Lot Number 10 in Silverback Landing, located at 1829 Silverback Way, as Arvest Bank, the primary lender for the project, took first position on the loan, with the City securing a second position on the P & L property until the loan is repaid in December 2023, and authorized the Mayor to sign the documents on behalf of the City. Motion carried.

PRELIMINARY PLAT - S&H MANAGEMENT, LLC - DEAN'S ADDITION – On motion of O'Bryan, seconded by Brooks, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to accept the Preliminary Plat submitted by S&H Management, LLC, for the platting of Dean's Addition, located on the northwest corner of Jefferson and Rouse. Motion carried.

NON-AGENDA REPORTS & REQUESTS:

POLICE DEPRATMENT REPORT - Mayor Munsell requested that Police Chief Narges provide information at the August 24th, 2021, City Commission Meeting, in response to the recent *Morning Sun* article pertaining to an increase in crime in Crawford County.

EXECUTIVE SESSION - On motion of McNay, seconded by Fields, the Governing Body recessed into Executive Session for thirty minutes for the preliminary discussion of the acquisition of real property pursuant to K.S.A. 75-4319(b)(6), to discuss the potential acquisition of three parcels of real estate, with the meeting to resume in the Commission Room in thirty minutes. Motion carried.

The Governing Body recessed into Executive Session at 5:40 p.m.

The Governing Body reconvened into Regular Session at 6:09 p.m.

Mayor Munsell announced that no decisions were made and no votes were taken during the Executive Session.

ADJOURNMENT: On motion of O'Bryan, seconded by Brooks, the Governing Body adjourned the meeting at 6:09 p.m. Motion carried.

_____
Chuck Munsell, Mayor

ATTEST:

_____
Tammy Nagel, City Clerk

City of Pittsburg Sustainability Advisory Committee

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Commission and made available to the press and public

Name: Matthew Lunde

Home Address: 1605 S. Ellis St., Apt. 266, Webb City, MO

Occupation: Assistant Professor Marketing & Sustainability

Business Address: Pittsburg State University

Home Telephone: 218-329-6939

Business Telephone: same

E-mail: mlunde@pittstate.edu

Are you a resident of Pittsburg? No
If yes, how long have you lived in Pittsburg: _____

Current occupation (within last 12 months)

Assistant Professor Marketing & Sustainability

Previous Committee/Commission Experience:

On PSU's "Sustainability Council" committee. I am an active member of USGBC and am

Education/Experience: A resume may be attached containing this and any other information what would be helpful in evaluating your application.

PhD in Marketing & Sustainable Business Practices. Teach "Sustainable Marketing." Ha

Professional and/or community service activities:

LEED-AP+BD&C by the USGBC

Please explain your reasons for wishing to serve on this committee and how you feel that you may contribute:

My background teaching sustainability, researching sustainability, earning degrees in sus

---

Meetings are held at City Hall on the 2nd Wednesday
of each month at 5:30 p.m.

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Matthew Lunde Digitally signed by Matthew Lunde Date: 2021.08.11 14:36:05 -05'00' 8/11/21

Signature of Applicant Date

If you have any questions regarding the appointment procedure, please call the City Clerk at (620)230-5532.

Please return your completed application
by Noon on Wednesday, June 26th, 2019, to:
City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, KS 66762
tammy.nagel@pittks.org

City of Pittsburg
Forward Together.

DEPARTMENT OF PUBLIC WORKS & UTILITIES
1506 North Walnut · Pittsburg KS 66762
(620) 240-5126
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: August 16, 2021

SUBJECT: Agenda Item – August 24, 2021
Change Order No. 1 - Georgia Street Channel / Culvert Project

Attached your will find Change Order No. 1 for the above-reference project. This change order was necessary to facilitate the over-excavation of unsuitable soil materials. Total add to the contract for this change order is $ 2,353.76 increasing the overall contract construction amount to $446,842.68.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 24, 2021. Action necessary will be approval or disapproval of Change Order No. 1.

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

Attachment: Heck & Wicker Change Order No. 1

HECK & WICKER
INCORPORATED
HEAVY CONSTRUCTION

1900 Southern Boulevard
Parsons, Kansas 67357
(620) 421-3280
Fax: (620) 421-4430

CHANGE ORDER #1

CITY OF PITTSBURG
GEORGIA STREET CHANNEL/CULVERT PROJECT
PROJECT 19-03 & 19-04

Removal of unsatisfactory material and replace with 4x0 oversize rock

Station 21+30 to 22 +15 10' wide 8" deep
Station 22+45 to 23 +05 10' wide 8" deep

Common Excavation – 35.98 cu yards x $14.00 ..... $503.72
4x0 oversize rock hauling and placement 166.67 sq yds @ 11.10 ...$1850.04

Total change order $2,353.76

Submitted by:
Heck & Wicker, Inc.

Ben Wicker
Project Superintendent

Accepted by:
City of Pittsburg

Owner Representative
Dated:_____

City of Pittsburg
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DEPARTMENT OF PUBLIC WORKS & UTILITIES
1506 North Walnut · Pittsburg KS 66762
(620) 240-5126
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: August 16, 2021

SUBJECT: Agenda Item – August 24, 2021
Change Order No. 2 - Georgia Street Channel / Culvert Project

Attached you will find Change Order No. 2 for the above-reference project. This change order was requested by the property owner at 511 South Georgia. The property owner had their existing driveway replaced as part of the project to facilitate piping installation for the project. Owner requested additional sidewalk across the front of their property to be replaced in conjunction with the work. The cost of this work is facilitated through the City's sidewalk matching program and owner will pay half of the change order cost. Total add to the contract for this change order is $5,984.91 increasing the overall contract amount to $452,827.59.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 24, 2021. Action necessary will be approval or disapproval of Change Order No. 2.

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

Attachment: Heck & Wicker Change Order No. 2

HECK & WICKER INCORPORATED
HEAVY CONSTRUCTION

1900 Southern Boulevard
Parsons, Kansas 67357
(620) 421-3280
Fax: (620) 421-4430

CHANGE ORDER #2

CITY OF PITTSBURG
GEORGIA STREET CHANNEL/CULVERT PROJECT
PROJECT 19-03 & 19-04

August 9, 2021

RE: 511 S. GEORGIA Sidewalk across front of property

Remove and replace sidewalk – South end of Georgia Street channels project, from end of project to property line of Kurt Loy(511 S. Georgia)

Removal – 199.5' x 4' 88.71 sq yds x $15.00 per sq yd	$1330.65
Concrete – 199.5' x 5' 110.89 sq yds x $42.00 per sq yd	$4657.38
Total Change Order #2	**$5988.03**

Heck & Wicker, Inc. is requesting 3 additional work days.

Submitted by:
Heck & Wicker, Inc.

Ben Wicker
Project Superintendent

Accepted by:
City of Pittsburg

Owner Representative
Dated:_____

City of Pittsburg
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DEPARTMENT OF PUBLIC WORKS & UTILITIES
1506 North Walnut · Pittsburg KS 66762
(620) 240-5126
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: August 16, 2021

SUBJECT: Agenda Item – August 24, 2021
John Deere Tractor 6130M - Purchase

City staff is requesting the purchase of a used John Deere 6130M Tractor from the local Heritage Tractor Dealership located at 1076 S. Hwy. 69, Pittsburg, KS. The equipment requested is a trade in model from the Missouri Department of Transportation with 305 hours. Staff have inspected the equipment, which comes with the remaining standard warranty. Additionally, staff requested an additional 60-month, 2000-hour warranty be included in the purchase price. Total purchase request is $116,000.00.

This equipment purchase will replace the following two pieces of equipment (which will be declared as surplus at a later date): 1999 John Deere 7410 with 6560 hours (airport) and 1997 New Holland with 5177 hours (stormwater). This equipment's primary purpose is for brush hog mowing by both the Stormwater Division and Airport staff and will be shared between the two divisions. Attached you will find a map of areas represented to be mowed with brush hog mowing not including the airport, which is approximately 330+/- acres.

Staff is requesting purchase in accordance with the purchasing policy for sole source purchases due to the uniqueness of used equipment. To confirm that pricing was in line with market value, staff pulled three comparable models listed in the region from the www.tractorhouse.com website.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 24, 2021. Action necessary will be approval or disapproval of John Deere Quote ID: 24750568 and, if approved, authorize the Mayor to execute the purchasing documents. Purchase will be paid for utilizing stormwater operating funds.

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

Attachment: Heritage Quote: 24750568
Site Mowing Plan
3 qty Comparable Examples

Quote Id: 24750568

Prepared For:

CITY OF PITTSBURG

Prepared By: **Justin Fortman**

Heritage Tractor, Inc.
1076 S Hwy 69
Pittsburg, KS 66762

Tel: 620-231-0950
Fax: 620-231-0955
Email: jfortman@heritagetractor.com

Date: 26 June 2021

Offer Expires: 30 August 2021

JOHN DEERE

Heritage TRACTOR

Quote Summary

Prepared For:
CITY OF PITTSBURG
201 W 4TH ST
PITTSBURG, KS 66762
Business: 620-231-4100

Prepared By:
Justin Fortman
Heritage Tractor, Inc.
1076 S Hwy 69
Pittsburg, KS 66762
Phone: 620-231-0950
jfortman@heritagetractor.com

* Remaining basic warranty (6130M) Expires: may 16th, 2022 or 2000 engine hours

Quote Id:	24750568
Created On:	26 June 2021
Last Modified On:	04 August 2021
Expiration Date:	30 August 2021

Equipment Summary	Suggested List	Selling Price		Qty		Extended
2020 JOHN DEERE 6130M Cab Tractor - 1L06130MLKG950869	$ 114,950.00	$ 113,525.65	X	1	=	$ 113,525.65
PowerGard Protection Plan New Units - Still within basic warranty, 6130M, Limited - Engine , 2000 Total Hours or 60 Total Months, $750 Deductible		$ 2,500.00	X	1	=	$ 2,500.00
Sub Total						**$ 116,025.65**
2020 JOHN DEERE 620R Standard Farm Loader - 1P0620RXCLD008266	$ 0.00	$ 0.00	X	1	=	$ 0.00
Equipment Total						**$ 116,025.65**

Quote Summary	
Equipment Total	$ 116,025.65
No tax Service Agreement	$ (213.15)
SubTotal	$ 115,812.50
Est. Service Agreement Tax	$ 187.50
Total	$ 116,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 116,000.00**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

Heritage TRACTOR

Quote Id: 24750568 **Customer:** CITY OF PITTSBURG

2020 JOHN DEERE 6130M Cab Tractor - 1L06130MLKG950869

Hours: 305
Stock Number: 254186

Suggested List $ 114,950.00
Selling Price $ 113,525.65

Code	Description	Qty	Unit	Extended
00R8L	2020 JOHN DEERE 6130M STAND. CAB TRACTOR	1	$ 114,950.00	$ 114,950.00
	Standard Options - Per Unit			
0202	UNITED STATES	1	$ 0.00	$ 0.00
0409	ENGLISH	1	$ 0.00	$ 0.00
0501	NO PACKAGE	1	$ 0.00	$ 0.00
873U	LIGHT PACKAGE - STANDARD	1	$ 0.00	$ 0.00
878M	CONDENSER SCREEN	1	$ 0.00	$ 0.00
891E	LOADER READY MECH.SCV 2FUNCT	1	$ 0.00	$ 0.00
1436	POWRQUAD PLUS LHR 24/24 40K	1	$ 0.00	$ 0.00
2073	STANDARD CAB	1	$ 0.00	$ 0.00
2127	ECONOMY SEAT	1	$ 0.00	$ 0.00
2511	MIRROR-LH&RH MANUAL TELESCOP	1	$ 0.00	$ 0.00
2631	PANORAMA FRONT WINDSHIELD	1	$ 0.00	$ 0.00
2663	BUSINESS RADIO PACKAGE	1	$ 0.00	$ 0.00
3223	HYDRAULIC PUMP - 114 L/MIN	1	$ 0.00	$ 0.00
3338	1,2&3 MECHANIC.SCV 450SERIES	1	$ 0.00	$ 0.00
3820	REAR PTO 540/1000 REVERSIBLE	1	$ 0.00	$ 0.00
4120	DLINKS W/ TEL.BALL CAT2	1	$ 0.00	$ 0.00
4210	CLINK WITH BALL END - CAT 2	1	$ 0.00	$ 0.00
4421	ST.BARS - ADJUST. BOTH SIDES	1	$ 0.00	$ 0.00
5040	REAR AXLE 79 MM SHAFT	1	$ 0.00	$ 0.00
5091	ADJUSTABLE CAST WHEELS REAR	1	$ 0.00	$ 0.00
5222	REAR WHEEL SIZE 480/70R38	1	$ 0.00	$ 0.00
5999	NO TIRE PREFERENCE(REAR/FRO)	1	$ 0.00	$ 0.00
6045	MFWD FA - UNSUSPENDED	1	$ 0.00	$ 0.00
6092	ADJUSTAB. STEEL WHEELS FRONT	1	$ 0.00	$ 0.00
6221	FRONT WHEEL SIZE 420/70R24	1	$ 0.00	$ 0.00
7702	SHIPMENT P.-BY SHIP OVERSEAS	1	$ 0.00	$ 0.00
8002	TOOL BOX	1	$ 0.00	$ 0.00
8012	TURNABLE MFWD FRONT FENDER	1	$ 0.00	$ 0.00
8300	COLD START PACKAGE I	1	$ 0.00	$ 0.00
8307	FUEL TANK BOTTOM GUARD	1	$ 0.00	$ 0.00
8385	HEAVY DUTY REAR PTO	1	$ 0.00	$ 0.00
8437	SWING. DRAWBAR-W/HAMSTRAP	1	$ 0.00	$ 0.00

JOHN DEERE

Selling Equipment

Heritage TRACTOR

Quote Id: 24750568 **Customer:** CITY OF PITTSBURG

8725	BEACON LIGHT	1	$ 0.00	$ 0.00
8742	ALTERNATOR 14V/200A	1	$ 0.00	$ 0.00
8747	BATTERY 12V / 174AH	1	$ 0.00	$ 0.00
8763	HEAVY DUTY REAR WHEEL BRAKES	1	$ 0.00	$ 0.00
8765	POWERFILL BRAKE	1	$ 0.00	$ 0.00
8950	FRONT BASE WEIGHT-60KG	1	$ 0.00	$ 0.00
	Standard Options Total			**$ 0.00**
	Technology Options			
1830	ISOBUS READY/GREENSTAR READY	1	$ 0.00	$ 0.00
1835	NO STARFIRE RECEIVER	1	$ 0.00	$ 0.00
1867	LESS SOFTWARE	1	$ 0.00	$ 0.00
	Technology Options Total			**$ 0.00**
	Value Added Services			
	PowerGard Protection Plan	1	$ 2,500.00	$ 2,500.00
	Value Added Services Total			**$ 2,500.00**
	Suggested Price			**$ 117,450.00**
	Customer Discounts			
	Customer Discounts Total		**$ -1,424.35**	**$ -1,424.35**
Total Selling Price				$ 116,025.65

2020 JOHN DEERE 620R Standard Farm Loader - 1P0620RXCLD008266

Hours: 0
Stock Number: 256906

Suggested List
$ 0.00
Selling Price
$ 0.00

Code	Description	Qty	Unit	Extended
0BQDP	2020 JOHN DEERE 620R STANDARD FARM LOADER	1	$ 0.00	$ 0.00
	Standard Options - Per Unit			
0202	USA	1	$ 0.00	$ 0.00
0409	ENGLISH OM	1	$ 0.00	$ 0.00
0963	6R/6M SMALL FRAME LDR READY	1	$ 0.00	$ 0.00
1995	LESS MTG FRAME	1	$ 0.00	$ 0.00
2621	620R NSL LDR 2FN	1	$ 0.00	$ 0.00
3995	LESS HYDRAULIC HOSES	1	$ 0.00	$ 0.00
4640	2F, SINGLE-POINT COUPLER,	1	$ 0.00	$ 0.00
5995	LESS HOOD GUARD	1	$ 0.00	$ 0.00
6995	LESS BALLAST BOX	1	$ 0.00	$ 0.00

JOHN DEERE

Selling Equipment

Heritage TRACTOR

Quote Id: 24750568 **Customer:** CITY OF PITTSBURG

8230	85IN HEAVY DUTY BCKT	1	$ 0.00	$ 0.00
	Standard Options Total			**$ 0.00**
	Suggested Price			**$ 0.00**
	Customer Discounts			
	Customer Discounts Total		**$ 0.00**	**$ 0.00**
Total Selling Price				$ 0.00

JOHN DEERE

Extended Warranty Proposal

PowerGard™ Protection Plan

Tractors - Utility
Date : August 4, 2021

Machine/Use Information		Plan Description		Price	
Manufacturer	**JOHN DEERE**	Plan Type:	New	Deductible:	$ 750
Equipment Type	Tractors - Utility	Coverage:	Limited	Quoted Price	$ 2,500.00
Model	6130M	Total Months:	60	Powergard List Price	$ 2,842.00
Country	US	Total Hours:	2000	Date Quoted	August 4, 2021
MFWD/Tracks	N				
Scraper Use					

THIS PROPOSAL IS VALID FOR 30 DAYS FROM DATE ISSUED. GRACE pricing is only good during the first 120 days or 100 hours of ownership for new Commercial Mowers during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased up to the first 12 months or 300 hours with an applied surcharge. The Total Months and Hours listed above include the John Deere Basic Warranty of 24 months or unlimited hours for Commercial Mowers. Limited Plan coverage = Engine and Powertrain only. Comprehensive Plan coverage = Full Machine.

PowerGard Protection Proposal Prepared for:

_____
Customer Name - Please Print

_____
Customer Signature

I have been offered this extended warranty and

☑ **I ACCEPT** the PowerGard Protection

☐ **I DECLINE** the PowerGard Protection

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

What PowerGard Protection is :

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not :

PowerGard Protection is **not insurance.**It also does not cover routine maintainance or high wear items,or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

PowerGard protection include the following features and benefits under the program :

- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large,unexpected repair bills during later years of equipment ownership,in exchange for a smaller protection fee up front.



2020 JOHN DEERE 6130M For Sale In LIBERAL, Kansas



For Sale Price: $119,500

Contact Information

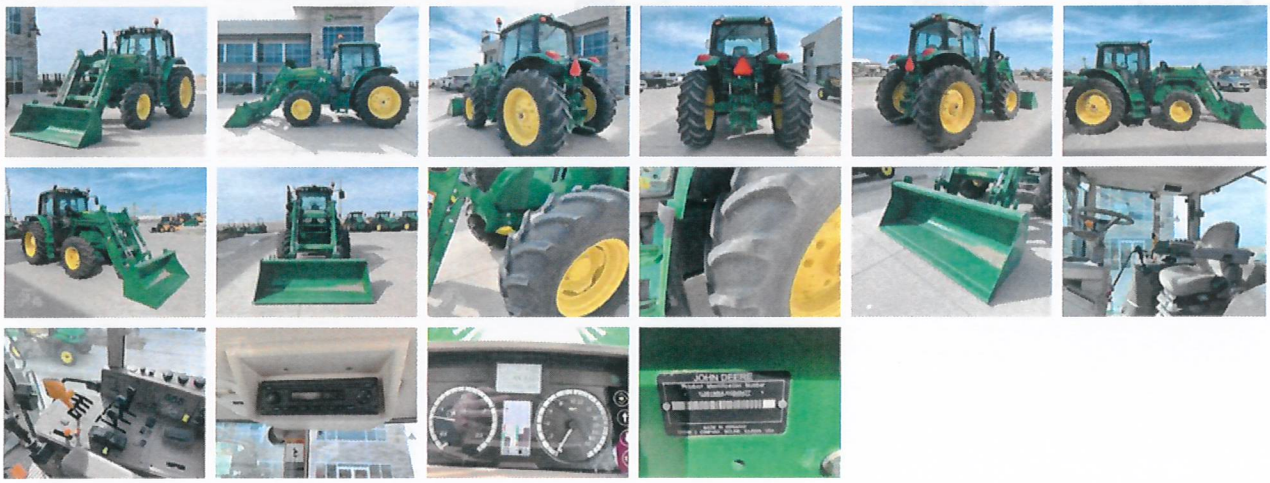
Keating Tractor & Equipment, Inc.

LIBERAL, Kansas 67901

Phone: (620) 624-1668

Video Chat With This Dealer

Contact: Keating Sales



Description

2020 JOHN DEERE 6130M UTILITY TRACTOR. LEFT-HAND REVERSE, POWERQUAD PLUS (24/24)
No package
PowrQuad Plus - 24/24, 40 km/h
AutoTrac Ready
Economy Cab
Economy Seat
Mirrors - Left-hand and Right-hand Manual Telescopic
Panorama Front Windshield
Radio (Business Radio Package)
Hydraulic Pump - 114 l/min
3 Mechanical SCVs (3 SCV 450 Series)
Rear Independent 540/1000rpm PTO
Draft Links with Telescopic Ball End - Category 2
Center Link with Ball End - Category 2
Sway Control Blocks
R&P rear axle - 79 mm shaft - short version
Adjustable Cast Wheels (Cast Disk)
Rear Wheels Size 480/70R38
Rear and Front Tire Brand - Firestone
4WD Front Axle - Unsuspended

Adjustable steel wheels
Front Wheels Size 420/70R24
Shipment Preparation - by Ship Overseas
Cigarette Lighter and Ashtray
Cold Start Package I
Fuel Tank Bottom Guard
Beacon Light
Light Package - Standard
Alternator 14V/200A
Battery 12V/174AH
Condenser Screen
Loader Ready Package - Mechanical SCV, 3 Functions
Tire Width: Narrow

Specifications

Year	2020	**Manufacturer**	JOHN DEERE
Model	6130M	**Serial Number**	1L06130MLKG949477
Condition	Used	**Drive**	MFWD
Engine Horsepower	130 HP	**Cab**	Yes
Rear PTO Speed	540/1000	**Rear PTO**	Yes
Stock Number	14790		

2019 JOHN DEERE 6130M For Sale In FREMONT, Nebraska



For Sale Price: $103,900

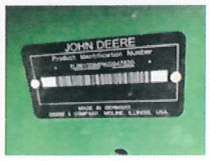
Contact Information

Platte Valley Equipment
FREMONT, Nebraska 68025
Phone: (402) 625-7171
Video Chat With This Dealer
Contact: Platte Valley Equipment







Description

2019 JD 6130M, PQ24/MFWD/460/85R34/SGLS/80%/540/1000/3SCV/3MIDLDRRDY
No package
PowrQuad Plus - 24/24, 40 km/h
Standard Cab
Economy Seat
Mirrors - Left-hand and Right-hand Manual Telescopic
Panorama Front Windshield
Radio (Business Radio Package)
Hydraulic Pump - 114 l/min
3 Mechanical SCVs (3 SCV 450 Series)
Rear Independent 540/1000rpm PTO
Draft Links with Telescopic Ball End - Category 3N / Category 3
Center Link with Ball End - Category 3
Sway Control Blocks
R&P rear axle - 79 mm shaft - short version
Adjustable Cast Wheels (Cast Disk)
Rear Wheels Size 460/85R34
Rear and Front Tire Brand - No preference
4WD Front Axle - Unsuspended
Adjustable steel wheels
Front Wheels Size 380/85R24
Shipment Preparation - by Ship Overseas
Front Fenders 4WD - Rigid
Rear Fender Extensions - Adjusted to Tire Size
Cold Start Package I

Fuel Tank Bottom Guard
Higher Hitch Lift Capacity
AutoDifflock
Beacon Light
2 Beltline Road Lights - H4
Light Package - Standard
Alternator 14V/200A
Battery 12V/174AH
Backup Alarm
Battery Circuit Breaker
Multi Power Outlet Strip
Roof Hatch with Glass
Loader Ready Package - Mechanical SCV, 3 Functions
Front Base Weight - 110 kg
Tire Width: Mid
Tractor_opts.loader Ready

Specifications

Year	2019	**Manufacturer**	JOHN DEERE
Model	6130M	**Serial Number**	1L06130MPKG947820
Condition	Used	**Hours**	367
Drive	MFWD	**Engine Horsepower**	130 HP
Cab	Yes	**Transmission Type**	Powershift
Rear PTO Speed	540/1000	**Warranty**	Yes
Warranty Expire Date	January 31, 2022	**Rear PTO**	Yes
Warranty Type	Original	**Stock Number**	558271

2020 JOHN DEERE 6130M For Sale In CENTERVIEW, Missouri















For Sale Price: $100,500

Contact Information

Ag-Power Inc.

CENTERVIEW, Missouri 64019

Phone: (816) 526-7030

Video Chat With This Dealer

Contact: Sales Department

Description

Available Dec rental return, 300+/-hrs, powerquad 24/24 40k trans, 480/70r38, 420/70r24 fronts, 3 scvs, 3 function joystick, loader frame ready,front and rear fenders, beacon light, rack and pinion axle cast wheels,greenstar ready

No package
PowrQuad Plus - 24/24, 40 km/h
ISOBUS Ready / GreenStar Ready
No AutoTrac Package
6M Cab - Standard Cab with RH Console
Standard Seat
Mirrors - Manual Telescopic
Standard Radio
Hydraulic Pump - 114 l/min
3 Mechanical SCVs (3 SCVs 450 Series)
Rear PTO - 540/1000 rpm
Draft Links with Telescopic Ball End - Category 2
Center Link with Ball End - Category 2
Sway Control Blocks
R&P Rear Axle - 79 mm Shaft
Cast Wheels (Cast Disk)
Rear Wheels Size 480/70R38
Rear and Front Tire Brand - Firestone
4WD Front Axle - Unsuspended
Adjustable Steel Wheels
Front Wheels Size 420/70R24
Shipment Preparation - by Ship Overseas
Toolbox
Front Fenders 4WD - Turnable
Cold Start Package I

Beacon Light
Light Package - Economy
Alternator 14 V/150 A
Battery 12 V/174 AH
Battery Circuit Breaker
M-SCV 3F (Mechanical Valve, 3 Functions), Mounting Frames
Front Base Weight - 60 kg
Tire Width: Mid
Tractor_opts.loader Ready

Specifications

Year	2020	**Manufacturer**	JOHN DEERE
Model	6130M	**Serial Number**	1L06130MVLG968223
Condition	Used	**Drive**	MFWD
Engine Horsepower	130 HP	**Cab**	Yes
Transmission Type	Powershift	**Rear PTO Speed**	540/1000
Rear PTO	Yes	**Stock Number**	82004

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Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: August 16, 2021

SUBJECT: Agenda Item – August 24, 2021
Ventrac 4500Z Mower with Boom Sickle

City staff is requesting the purchase of a new Ventrac 4500Z Mower with Boom Sickle attachment. Total purchase request is $43,177.45. Staff is requesting purchase under the cooperative purchasing allowed under the City's purchasing policy utilizing Sourcewell contract pricing.

This equipment will replace previously declared surplus that was not replaced during suspension of equipment spending due to finances around COVID. The mower will be utilized by the Stormwater Division, Wastewater Collections and Water Distribution for the mowing of right-of-way's, ditches, around manholes, structures and hydrants.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 24, 2021. Action necessary will be approval or disapproval of Professional Turf Products, L.P. proposal dated 8/5/2021 and, if approved, authorize the Mayor to execute the purchasing documents. Purchase will be paid for utilizing stormwater operating funds.

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

Attachment: Professional Turf Products, L.P. dated 8/5/2021
Photo

Professional Turf Products, L.P.
10935 Eicher Dr.
Lenexa, Kansas 66219
Brad Gray
913 915-6783
grayb@proturf.com

TORO. Count on it.

Ship To	City of Pittsburg - Parks	Date:	8/5/2021
Bill To	Credit Cards Not Accepted	Tax Rate	
Contact	Jacob Cochran	Destination	
Address	103 Devine Rd., Pittsburg KS 66762-0688	Trade-In	
		Finance	
Phone	(620) 235-3069	Account Type	STD
Email	jacob.cochran@pittks.org		Ventrac
Comments:	Sourcewell Cooperative Contract #062117-TTC; City of Pittsburg KS ID #154000. Applicable sales tax not included. Quote inclusive of setup and delivery to address provided.		

Proposal

Qty	Model #	Description		Extended
1	39.51208	Kubota 32 hp Gas Liquid Cooled - Model 4500Z	$	23,991.62
1	70.4154-99	Seat, Full Suspension	$	550.35
1	70.4067	Dual Wheel Kit - All Terrain	$	1,291.93
1	47.0452	Arm Rest Suspension Seat, Kit	$	135.26
1	70.4140	Slope Digital Indicator, Kit	$	354.46
1	70.4155	Strobe Light, Kit	$	298.50
1	39.5517	Mower, Boom Sickle	$	15,367.88
1	70.4104	12V Switch & Plug Front, Kit	$	270.51
1	70.4109	Hydraulic Front Dual Valve Kit	$	424.42
4	47.0115	Suitcase Weight, 42 Lbs.	$	391.78
1	23.0111-7	Spool Float Kit	$	100.74
		Ventrac	$	**43,177.45**
		SubTotal	$	**43,177.45**
		Destination		**Included**
		Tax (Estimated)	$	-
		TOTAL	$	**43,177.45**

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.
Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past.

Terms & Conditions:
1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time will be determined once credit is approved & documents are executed.
3. Pricing, including finance options, valid for 10 days from time of quotation.
4. Payments by Credit Card are subject to convenience fee.
5. After 10 days all prices are subject to change without notice.
6. Used and Demo equipment is in high demand and availability is subject to change.
A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:
1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:
1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
A. PTP will work with third party financial institutions to secure leases when requested to do so.
B. When using third party financiers, documentation fees & advance payments may be required.
C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.
This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____ **Date:** _____



PRODUCT OVERVIEW

It only takes one test drive on this incredibly agile, yet power-packed tractor and you'll know that the Ventrac 4500 is in a class of its own. An innovative design combines all-wheel drive, the Ventrac FlexFrame, and powerful engines to give you unmatched stability and control to get work done. Most importantly, the Ventrac 4500 is designed to be the most fun you'll ever have on a tractor.

Choose from over 30 professional grade Ventrac Mountattachments to transform your Ventrac into a productivity powerhouse. This incredibly rugged and dependable machine is a wise business investment for golf courses, schools and universities, parks, street maintenance departments, commercial mowing services, contractors, wineries, farms, property owner associations, estate homes and anyone needing ONE machine to do it all.



PRODUCT OVERVIEW

The new Ventrac Boom Mower is unquestionably the easiest and most productive boom mower in its class. Designed to deliver unprecedented levels of efficiency for property managers who want to maintain difficult areas with minimal labor, the Boom Mower has the stability and reach to manage vegetation further away from the machine than other equipment. With this new attachment, mowing around water features, trimming hedges, and clearing trails has never been so easy. Schedule your demo to see how the Ventrac Boom Mower will save you time and money.

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Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: August 16, 2021

SUBJECT: Agenda Item – August 24, 2021
Bobcat E42 Compact Excavator

City staff is requesting the purchase of a new Bobcat E42 Compact Excavator. Total purchase request is $56,337.86. Staff is requesting purchase under the cooperative purchasing allowed under the City's purchasing policy utilizing Sourcewell contract pricing.

This equipment will replace the previously declared surplus excavator from the July 13th City Commission meeting approval. Excavator will be utilized by the Stormwater and Wastewater Collection crews for maintaining ditches and excavation repairs of collection system lines.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 24, 2021. Action necessary will be approval or disapproval of Clark Equipment Co dba Bobcat Company quotation number AMS – 01833 and, if approved, authorize the Mayor to execute the purchasing documents. Purchase will be paid for utilizing stormwater operating funds.

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

Attachment: Clark Equipment Co dba Bobcat Company quote: AMS-01883
Photo

Bobcat

Product Quotation

Quotation Number: AMS-01883
Date: 2021-08-04 13:52:31

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF PITTSBURG **Attn: Matt Bacon** **1506 N WALNUT** **PITTSBURG, KS 67662**	**Derek Diederich** **K.C. Bobcat,Olathe,KS** **1220 S HAMILTON CIRCLE** **OLATHE KS 66061-5371** **Phone: (913) 829-4600** **Fax: (913) 829-1552**	**Clark Equipment Co dba Bobcat Company** **250 E Beaton Dr** **West Fargo, ND 58078** **Phone: 701-241-8719** **Fax: 855-608-0681** **Contact: Heather Messmer** **Heather.Messmer@doosan.com**

Description	Part No	Qty	Price Ea.	Total
E42 R2-Series Bobcat Compact Excavator	**M3315**	**1**	**$39,461.10**	**$39,461.10**

Auto>Idle
Auto>Shift, 2>Speed Travel
Auxiliary Hydraulics with Selectable Flow
- W/ Arm Mounted Flush Face Quick Couplers

Canopy
- Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat
- Roll Over Protective Structure (ROPS) - Meets Requirements of ISO 12117>2: 2008
- Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000
- Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262

Control Console Locks
Control Pattern Selector Valve (ISO/STD)
Dozer Blade with Float
Engine/Hydraulic Monitor with Shutdown
Fingertip Auxiliary Hydraulic Control
Fingertip Boom Swing Control
Horn
Hydraulic Joystick Controls
Keyless Start
Rubber Tracks
Spark Arrestor
Standard 5 in. Display
Turbocharged, Tier 4, Non DPF
Vandalism Protection
Work Lights
X-Change™ Attachment Mounting System
Warranty: 2 years, or 2000 hours whichever occurs first

P82 Performance Package **Long Arm** **Angle Blade** **Clamp with Diverter Valve** **Hydraulic X-Change**	**M3315-P06-P82**	**1**	**$7,239.40**	**$7,239.40**
C52 Comfort Package **Enclosed Cab with HVAC** **Cloth Suspension Seat** **Travel Motion Alarm** **Bobcat 7 inch Touch Display** • Radio • Bluetooth • Keyless Start	**M3315-P07-C52**	**1**	**$6,536.60**	**$6,536.60**
48" MX4 XCHG GRADING	**7333658**	**1**	**$1,188.64**	**$1,188.64**
Hydra-Tilt	**6728578**	**1**	**$1,662.12**	**$1,662.12**

Total of Items Quoted	**$56,087.86**
Dealer P.D.I.	**$250.00**
Dealer Assembly Charges	**$0.00**
Quote Total - US dollars	**$56,337.86**

***Prices per the NASPO JAN 2020**
***Terms Net 30 Days. Credit cards accepted.**
***FOB Destination within the 48 Contiguous States.**
***Delivery: 60 to 90 days from ARO.**
***Please include a Tax Exempt Certificate with order placed.**
***TID# 38-0425350**
***Orders Must be Placed With: Clark Equipment dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.**

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

_____ _____
SIGNATURE **DATED**

_____ _____
PRINT NAME AND TITLE **PURCHASE ORDER #**

SHIP TO ADDRESS:_____

BILL TO ADDRESS (if different than Ship To):_____

☐

Bobcat E42 Compact Excavator

The E42 compact (mini) excavator offers enhanced hydraulic performance, improved efficiency and more precise control so you can push the limits and take on more complex work. The E42 is an R2-Series excavator and features a redesigned Bobcat® engine that improves performance, simplifies maintenance and maximizes uptime. Configure it with the optional long arm or extendable arm to increase your dig depth and reduce the frequency of repositioning the machine. Standard features include low-effort joysticks that respond easily to operator input, an improved cooling system to control engine compartment temperature and a larger slew bearing with improved durability. An optimized hydraulic control valve gives operators improved metering, finite movement and controllability for level grading. Plus, the conventional tail swing is well-balanced for better lift capacity and increased operator confidence. Additional options include a state-of-the-art touch display, angle blade and a rear camera for maximum visibility and productivity.



FIND YOUR DEALER

BUILD & QUOTE

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Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: August 16, 2021

SUBJECT: Agenda Item – August 24, 2021
John Deere Rotary Cutter - Purchase

City staff is requesting the purchase of a John Deere M15 Flex Wing Rotary Cutter from the local Heritage Tractor Dealership located at 1076 S Hwy 69, Pittsburg, KS. Total purchase request is $17,500.00. Staff is requesting purchase under the cooperative purchasing allowed under the City's purchasing policy utilizing state contract pricing.

This rotary cutter will replace a 1999 Landpride Batwing Rotary Cutter (which will be declared as surplus at a later date). The rotary cutter will be utilized by both the Stormwater Division and the Airport Division.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 24, 2021. Action necessary will be approval or disapproval of John Deere Quote ID: 24750335 and, if approved, authorize the Mayor to execute the purchasing documents. Purchase will be paid for utilizing stormwater operating funds.

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

Attachment: Heritage Quote: 24750335
Photo

JOHN DEERE

Heritage TRACTOR

Quote Id: 24750335

Prepared For:

CITY OF PITTSBURG

Heritage TRACTOR

Prepared By: **Justin Fortman**

Heritage Tractor, Inc.
1076 S Hwy 69
Pittsburg, KS 66762

Tel: 620-231-0950
Fax: 620-231-0955
Email: jfortman@heritagetractor.com

Date: 26 June 2021

Offer Expires: 30 August 2021

JOHN DEERE

Heritage TRACTOR

Quote Summary

Prepared For:
CITY OF PITTSBURG
201 W 4TH ST
PITTSBURG, KS 66762
Business: 620-231-4100

Prepared By:
Justin Fortman
Heritage Tractor, Inc.
1076 S Hwy 69
Pittsburg, KS 66762
Phone: 620-231-0950
jfortman@heritagetractor.com

Quote Id:	24750335
Created On:	26 June 2021
Last Modified On:	04 August 2021
Expiration Date:	30 August 2021

Equipment Summary	Suggested List	Selling Price		Qty		Extended
2021 JOHN DEERE M15 Flex Wing Rotary Cutter (15FT) - 1P00M15CTMA003601	$ 24,735.29	$ 17,500.00	X	1	=	$ 17,500.00
Equipment Total						**$ 17,500.00**

Quote Summary	
Equipment Total	$ 17,500.00
SubTotal	$ 17,500.00
Est. Service Agreement Tax	$ 0.00
Total	$ 17,500.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 17,500.00**

Salesperson : X _____

Accepted By : X _____

JOHN DEERE

Selling Equipment

Heritage TRACTOR

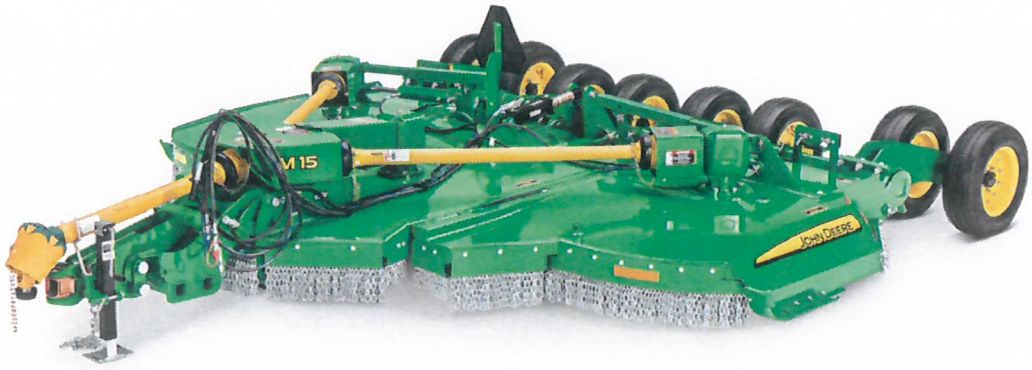
Quote Id: 24750335 **Customer:** CITY OF PITTSBURG

2021 JOHN DEERE M15 Flex Wing Rotary Cutter (15FT) - 1P00M15CTMA003601

Hours: 0
Stock Number: 286089

Suggested List
$ 24,735.29
Selling Price
$ 17,500.00

Code	Description	Qty	Unit	Extended
2310P	M15 ROTARY CUTTER	1	$ 24,329.00	$ 24,329.00
	Standard Options - Per Unit			
2310P0202	DESTINATION UNITED STATES	1	$ 0.00	$ 0.00
2310P1200	SPRING SUSPENSION	1	$ 0.00	$ 0.00
2310P2500	BLADE PAN-1OOHP HUB	1	$ 0.00	$ 0.00
2310P2540	OUTWARD BLADE ROTATION	1	$ 0.00	$ 0.00
2310P3015	LAMINATED TIRES KIT (6)	1	$ -460.00	$ -460.00
2310P3510	540 RPM PTO DRIVELINE CAT5	1	$ 0.00	$ 0.00
2310P3600	M15&M20 540RPM 100HP	1	$ 0.00	$ 0.00
2310P5110	CLEVIS HITCH	1	$ 0.00	$ 0.00
2310P5280	RIGID TONGUE	1	$ 0.00	$ 0.00
	Standard Options Total			**$ -460.00**
	Value Added Services Total			**$ 0.00**
	Other Charges			
	Freight	1	$ 566.29	$ 566.29
	Setup	1	$ 300.00	$ 300.00
	Other Charges Total			**$ 866.29**
	Suggested Price			**$ 24,735.29**
	Customer Discounts			
	Customer Discounts Total		**$ -7,235.29**	**$ -7,235.29**
Total Selling Price				**$ 17,500.00**



M15

Flex Wing Rotary Cutter

- 15 ft. cutting width
- 540 or 1000 PTO RPM
- Newly-designed cutting chamber
- New front and rear suspension options

City of Pittsburg
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DEPARTMENT OF PUBLIC WORK & UTILITIES (620) 240-5126
1506 North Walnut · Pittsburg KS 66762 www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: August 13, 2021

SUBJECT: Agenda Item – August 24, 2021
Water Treatment Plant Boiler Repair

The repair of the Water Treatment Plant boiler system has been on the staff's capital improvement plan for the last several years. Staff have continued with inspections and have made necessary repairs to the boiler to keep it in working condition. During a recent inspection, the need for significant repair to replace 56 existing burner tubes was found. Due to the nature of boiler work licensing and insurance, staff have requested quotes from both Satterlee Mechanical Contracting Corporation and CDL Electric (see attached quotes).

Staff is requesting Governing Body approval to waive the requirement in the City's purchasing policy that three quotes be obtained. Both contractors have performed work on City facilities concerning boiler and HVAC systems over the last couple of years. CDL Electric has provided a price of $24,808 and Satterlee Mechanical Contracting Corporation a quote of $27,400 to perform the requested tube replacement work.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 24, 2021. Action necessary will be approval or disapproval of staff's request to waive the requirement in the City's purchasing policy that three quotes be obtained and to authorize CDL Electric to perform the work. These repairs will be funded through the Water Treatment Plant operating budget for improvements.

If you have any questions, please free to contact me.

Attachments: (2) Boiler Repair Quotes

CDL ELECTRIC

one company many solutions

AUGUST 4, 2021

WATER TREATMENT
602 S FREE KINGS HWY
PITTSBURG, KS 66762
Attn: TERRY

Re: Replace 56 tubes on Cleaver Brooks Boiler

Scope of Work:

- **New tubes are 2" 178Ax105 Min wall Carbon steel tubes**
- **Replace steam valve on top of boiler**
- **Supply labor, materials, and equipment to pull an install 56 tubes**
- **Once new tube is installed Boiler will be pressure tested to insure no other leaks**
- **Close Boiler, replace flue gaskets and start Boiler and check burner operation**

Proper ASM E code R-1 paperwork cost is included
Total..... $24,808.00

Items not included are as follow:

- Shipping
- Overtime
- Tax
- Time for Safety classes
- Time for Fire watch

Tubes are 2 weeks out from order date

Please don't hesitate to call me if you have any questions regarding this proposal. I can be reached at 620-231-1830.

Quote is good for 5 days and can be updated on request

Sincerely,
CDL Electric, Heating & Cooling
Ken Kmiec
HVAC SERVICE SUPERVISOR
Ken.kmiec@cdl-electric.com

Customer Acceptance.....
Business Name.....
Accepted by.....
Date.....

Note: This proposal may be withdrawn by us if not accepted within 5 **days**. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.
Acceptance of proposal – the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Satterlee
Mechanical Contracting Corporation
Jeremy Storm
jeremy@sattcorp.net
Telephone: 417-624-3660
3423 N Main St. Joplin, MO 64801

Proposal

Proposal #: JS-07192021-A | **Date:** 8/5/2021

Project: Water Works Heating Boiler – Tube Replacement

City of Pittsburg - Water Treatment Plant
602 S. Free King Hwy.
Pittsburg, KS 66762

Attn: Terry Bradshaw

Description

Thank you for the opportunity to quote your project. Satterlee offers the following scope of work for your consideration.

Furnish labor and materials to replace 56 each boiler tubes. And replace 4" butterfly valve in building return piping.

Remove, replace, and bead roll 56 each 2" x.105" SA178A x 97-3/8" straight boiler tubes.

Drain down building heating water system and replace inoperable 4" butterfly valve to provide positive shutoff in building return piping.

Bring boiler up to pressure and visually check for leaks.

Perform any additional cleaning and rolling of tubes not replaced (if required).

Close-up boiler and turn over to owner.

Does not include refilling of system, chemicals for water treatment, major replacement of refactory, and unforeseen required repairs (welding of tube sheet).

Work is figured as straight time M-F.

Complete price for above scope: $27,400.00

Customer Acceptance: _____ **Date:** _____

City of Pittsburg
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DEPARTMENT OF PUBLIC WORKS & UTILITIES
1506 North Walnut · Pittsburg KS 66762
(620) 240-5126
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: August 13, 2021

SUBJECT: Agenda Item – August 24, 2021
FY2022 Kansas Competitive Solid Waste Grant Program for Local Government and Private Entities

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The City of Pittsburg was recently successful in securing a small solid waste grant from the Kansas Department of Health and Environment (KDHE) Bureau of Waste Management for the purchase of a cardboard baler to use for recycling purposes. The intended purpose for the baler is municipal and public use and will aid the Southeast Kansas Recycling, Inc. and the overall community in saving resources including time spent waiting to load, unload and travel. This grant is based on a 75% KDHE/25% City funding split with KDHE's share not to exceed $7,500.00. The City's share of this cost will be paid through the Stormwater Operating Budget. This grant effort was supported by the Crawford County Solid Waste Task Force.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 24, 2021. Action necessary will be approval or disapproval of this grant award and, if approved, authorize the Mayor to execute the Contract between the Secretary of Health and Environment of Kansas and the City of Pittsburg.

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

Attachment: Contract

CONTRACT

between

SECRETARY of HEALTH and ENVIRONMENT of KANSAS

And

City of Pittsburg

SUBJECT: Kansas Competitive Solid Waste Grant Program for Local Government and Private Entities

DIVISION: Environment

CONTRACT PERIOD: August 1, 2021 – July 31, 2027

FISCAL REIMBURSEMENT PERIOD: August 1, 2021 – July 31, 2022

CONTRAC AMOUNT: $7,500.00

This agreement between the Secretary of the Kansas Department of Health and Environment, herein known as KDHE, and ORGANIZATION herein known as the Grantee, takes effect August 1, 2021 and terminates July 31, 2027. In consideration of the mutual promises contained hereinafter, the parties therefore covenant that:

I. KDHE shall:

(1) Pay the Grantee up to 75% of eligible costs incurred, but not to exceed $7,500.00 for conducting the activities outlined in Section II (2). Failure of Grantee to comply with any of the provisions of this grant will be a violation of the contract and KDHE may order repayment of all grant money disbursed to Grantee.

(2) Advance 25% of the total grant amount upon execution of the contract.

(3) Reimburse the remainder of the grant award upon receipt of Affidavits of Expenditures supported by evidence of expenditure.

(4) Process reimbursements only after the advance grant contract amount is expended.

(5) Retain 10% of the total grant amount until a final report and any additional required documentation has been received and approved by KDHE. Failure of the Grantee to comply with any of the provisions of this grant will be a violation of the contract and KDHE may, in its discretion, refuse to release the remaining 10% funds to Grantee.

(6) Provide technical assistance to the Grantee.

(7) Monitor the program for compliance with the approved project proposal.

(8) Approve or deny all Grantee reallocation of funds requests within 30 days of receipt of the written request and/or upon approval of the Governor's Solid Waste Grants Advisory Committee.

II. The Grantee shall:

(1) Accept the responsibility for risks associated with services performed before this contract is fully executed by final signature of the Secretary of KDHE.

(2) Purchase items and conduct the activities included in the original grant proposal, which is incorporated herein.

(3) Fulfill the 25% match required by K.S.A. 65-3415(b) by providing at least $2,500.00 in financial and in-kind project resources.

(4) Submit affidavit of expenditure forms (including receipts and expense documentation) and progress reports for reimbursement of expenses. These expenses shall be only for items agreed to in the accepted project proposal document. Final report and affidavit of expenditures are to be received by KDHE no later than August 31, 2022. Affidavits submitted after August 31, 2022, at the sole discretion of KDHE, may be considered for reimbursement. Reimbursement will only be considered if the total amount of the grant has not been exhausted and the funds are available. Grantee agrees to submit any requests for time extensions to KDHE at least six weeks prior to the ending date of the fiscal reimbursement period. Requests for extensions received after the deadline may not be considered. Extension approvals are at the discretion of KDHE.

(5) Submit to KDHE a certificate of property insurance, or other documentation, demonstrating coverage for equipment funded by the grant whose individual cost exceeds $2,000. The certificate of insurance shall be submitted to KDHE for review and approval within 30 days of the purchase of equipment. In the event there is damage to the equipment funded by the grant that results in an insurance payment, Grantee agrees

to utilize the proceeds to repair, replace, or rebuild the damaged items. If Grantee decides not to repair, replace, or rebuild the damaged items, Grantee agrees to reimburse KDHE for a pro-rated portion of said equipment.

(6) Maintain complete, accurately documented and current accounting of all program funds received and expended to provide an audit trail to source documentation. Other reports requested by KDHE shall be submitted within 30 days from KDHE's request.

(7) Obtain approval from KDHE before purchasing any item not listed in the project proposal, if said item is to be purchased in whole or in part with State funds under this contract.

(8) Obtain prior approval from KDHE before reallocating grant funds to different budget categories. There is some flexibility in the use of funds for different categories included in the approved grant application; however, prior approval must be received. A written request to reallocate funds either between budget categories or for the inclusion of new budget categories must be submitted to KDHE. KDHE staff has the authority to approve or deny minor reallocation requests. Significant reallocation requests must be approved by the Governor's Solid Waste Grants Advisory Committee.

(9) Obtain prior approval from KDHE before any capital equipment purchased with funds from this grant is sold, transferred or otherwise disposed of by the Grantee. Capital equipment is defined as any item costing $2,000 or greater and which has a useful life of at least one year. Grantee agrees that any proceeds from the sale, transfer or other disposal of capital equipment purchased with funds from this grant will be, at the option of KDHE, either returned to KDHE or utilized by Grantee for other expenses related to solid waste management. No approval will be necessary if the sale, transfer or other disposal occurs after the termination of the contract period.

(10) Require contracts that provide for payment only for services rendered, specify timetables, procedures for billing, work to be done, and how Grantee will compensate the contractor. The contract shall include a definition and description of the services to be provided by the contractor.

(11) **Submit a final report** on the project funded which will include a breakdown of all costs, a narrative description of the project and a summary of the results. A checklist to assist with the completion of the final report will be provided by KDHE. If possible, the Grantee should document the project with news clippings, pictures, slides and/or videos and include such items in the final report.

(12) Comply with all applicable federal, state and local statutes and regulations regarding solid wastes.

(13) Agree to allow KDHE or any of its employees or agents to enter and freely move about all property in which work connected to this grant contract is being or has been performed for the purposes of: interviewing site personnel and contractors; auditing and inspecting records, contracts and any other documents pertaining to the activities involved; and reviewing the progress of Grantee in completing its duties under the grant contract.

(14) Permit KDHE to take any pictures or to conduct videotaping at the site. Grantee also agrees to permit KDHE, its employees or agents to inspect and copy all records, files, photographs, documents and other writings that pertain to work undertaken in connection with this grant contract.

(15) Agree to preserve all records pertaining to the work conducted in connection with this grant contract during the time the grant contract is in effect, and following termination of the contract, in accordance with the Public Records Preservation Act, K.S.A. 45-401, et seq.

(16) Return any unused funds to KDHE within 30 days of the expiration of the grant period or termination of the grant contract by either party.

(17) Recognize the source of the grant money by posting a plaque in the facility and/or by affixing a tag to capital equipment. The signage should include language that states the facility and/or equipment purchased is "funded in part by the Solid Waste Tonnage Fee Fund from your Kansas Department of Health and Environment."

(18) Agree to participate in the "Keep it Clean Kansas (KICK)," a public education campaign in a manner which is appropriate to the Grantee's needs.

(19) Agree to complete and return annual KDHE surveys.

III. Both parties mutually agree that:

(1) This agreement may be terminated by either party by giving at least thirty days written notice in advance of the effective date of cancellation to the other party. If the Grantee elects to terminate the agreement, the Grantee shall submit a final report pursuant to Section II (11) within 30 days of termination. Any of Grantee's obligation in this agreement regarding any remaining grant money disbursed to Grantee or equipment purchased with grant money shall remain in effect for the duration of the contract period.

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

(3) This agreement creates no property right to any grant money. KDHE reserves the right to disallow any expenditures upon review. It is understood that there is no right of appeal from any decision of KDHE for any payment or non-payment of grant money. The Secretary reserves the right to adjust the amount of grant money disbursed based upon availability of funding.

(4) K.S.A. 65-3415(f) states that the grantee shall not be eligible to receive grants authorized by K.S.A. 65-3415 if the grantee is operating in substantial violation of applicable solid and hazardous waste laws or rules and regulations. This also includes complying with K.S.A. 65-3405, the statute requiring current solid waste management plans. Failure of a county or regional authority to comply with K.S.A. 65-3405 shall bar receipt of any grant funds by any entity within the jurisdiction of such county or regional authority unless the grant would support a project expected to yield benefits to counties outside the jurisdiction of such county or regional authority.

(5) K.S.A. 65-3415(g) authorizes the Secretary to take action if a grant recipient has utilized grant moneys for unauthorized purposes. This could include ordering the repayment of any grant money, canceling department commitments or filing an action in district court for recovery of grant funds and expenses.

(6) This agreement constitutes the whole agreement between the parties, and it is mutually understood and agreed that no alternative or variation to the terms of this agreement shall be valid unless amendments hereto are made in writing and agreed to by both parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the dates indicated.

_____ _____

Lee A. Norman, M.D. Date
Secretary
Kansas Department of Health and Environment

_____ _____

Chuck Munsell, Mayor Date
City of Pittsburg

ATTACHMENT A

State of Kansas
Department of Administration
DA-146a (Rev. 7-19)

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. 07-19), 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 1st day of August, 2021.

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 thirty (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 ninety (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 Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (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) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and

qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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.

ATTACHMENT B

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.

2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.

3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.

4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.

5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.

6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.

8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.

9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

_____ _____

Signature and Date Printed Name

City of Pittsburg
Forward Together.

COMMUNITY DEVELOPMENT AND HOUSING
216 N Broadway, Suite G
Pittsburg KS 66762

(620) 232-1210
www.pittks.org
FAX: (620) 232-2103

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager

From: Quentin Holmes, Director of Community Development and Housing

CC: Tammy Nagel, City Clerk

Date: 8/19/21

Subject: ARPA Grant Agreement
Grant No. 3-20-0069-022-2021

The Atkinson Municipal Airport has been awarded relief funding in the amount of $59,000 from the ARPA (American Rescue Plan Act). The funds from this grant may be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Please place this item on the agenda for the City Commission meeting on Tuesday, August 24th, 2021. Action necessary will be approval to accept awarded grant funding.

Attachment(s): ARPA Grant Agreement

Quentin Holmes
Director of Housing and Community Development
City of Pittsburg, Kansas
620-230-5550

U.S. Department
of Transportation
Federal Aviation Administration

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

Airport Rescue Grant Transmittal Letter

July 27, 2021

Mr. Bill Pyle
Airport Manager
Atkinson Municipal Airport
3510 Airport Dr.
Pittsburg, KS 66762

Dear Mr. Pyle:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-20-0069-022-2021 for Atkinson Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

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

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e., the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than August 25,** in order for the grant to be valid.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the Airport Rescue Grants Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

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

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

Jason Knipp
Kansas State Planner

U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date July 27, 2021

Airport/Planning Area **Atkinson Municipal**

Airport Rescue Grant No. **3-20-0069-022-2021**

Unique Entity Identifier **030662175**

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

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

WHEREAS, the Sponsor has submitted to the FAA an Airports Rescue Grant Application dated **June 25, 2021**, for a grant of Federal funds at or associated with the **Atkinson Municipal Airport**, which is included as part of this Airport Rescue Grant Agreement;

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

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

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to **Atkinson Municipal Airport** incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$59,000,** allocated as follows:

$59,000	ARPA General [KW]

2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.

c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **August 25**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

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

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

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

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/ . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

A. Associated with performance under this Airport Rescue Grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
e. A court or grand jury;
f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
g. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
   a. Will be maintained and used at the airport for which they were purchased; and
   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

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

Dated July 27, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

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

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated August 4, 2021

City of Pittsburg

(Name of Sponsor)

Daron Hall (Aug 4, 2021 10:37 CDT)

(Signature of Sponsor's Designative Official/Representative)

By: Daron Hall

(Type Name of Sponsor's Designative Official/Representative)

Title: City Manager

(Title of Sponsor's Designative Official/Representative)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at .

By: _____

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

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

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

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable

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

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

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

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

f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).

g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.

h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 — 29 U.S.C. 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

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

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

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

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

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

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

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

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. [1]

h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

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

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. **Purpose Directly Related to the Airport**

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

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

   a. Public Agency Sponsor:

      It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

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

3. **Good Title.**

   It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

   b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

   c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. **Consistency with Local Plans.**

   Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized

by the State in which the project is located to plan for the development of the area surrounding the airport.

6. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. **Consultation with Users.**

   In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. **Pavement Preventative Maintenance.**

   With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

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

   a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

   b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. **Minimum Wage Rates.**

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

11. **Veteran's Preference.**

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

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

12. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

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

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

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

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **City of Pittsburg**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
    B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of June 25, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does

not exceed $10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 8/04/2021 THRU 8/17/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	8/06/2021			189543		
C-CHECK	VOID CHECK	V	8/06/2021			189544		
C-CHECK	VOID CHECK	V	8/06/2021			189555		
C-CHECK	VOID CHECK	V	8/06/2021			189556		
C-CHECK	VOID CHECK	V	8/06/2021			189561		
C-CHECK	VOID CHECK	V	8/06/2021			189562		
C-CHECK	VOID CHECK	V	8/13/2021			189590		
C-CHECK	VOID CHECK	V	8/13/2021			189591		
C-CHECK	VOID CHECK	V	8/13/2021			189592		

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

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	9	0.00	0.00	0.00
BANK: * TOTALS:	9	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 8/04/2021 THRU 8/17/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	8/04/2021			000000		1,151.70
0224	KDOR	D	8/04/2021			000000		7,641.22
0224	KDOR	D	8/10/2021			000000		5,302.91
0321	KP&F	D	8/06/2021			000000		44,774.34
0728	ICMA	D	8/06/2021			000000		772.50
1050	KPERS	D	8/06/2021			000000		36,747.97
3570	AMERICAN EXPRESS, INC	D	8/04/2021			000000		194.71
6415	GREAT WEST TANDEM KPERS 457	D	8/06/2021			000000		4,264.00
6952	ADP INC	D	8/13/2021			000000		8,652.67
7290	DELTA DENTAL OF KANSAS INC	D	8/06/2021			000000		2,765.95
7290	DELTA DENTAL OF KANSAS INC	D	8/13/2021			000000		6,767.62
7877	TRUSTMARK HEALTH BENEFITS INC	D	8/05/2021			000000		6,701.86
7877	TRUSTMARK HEALTH BENEFITS INC	D	8/12/2021			000000		27,210.68
8317	ADCOMP SYSTEMS INC	D	8/06/2021			000000		160.15
8370	WEX HEALTH, INC.	D	8/06/2021			000000		5,242.03
4489	WEIS FIRE & SAFETY EQUIPMENT L	E	8/09/2021			012454		728.72
6524	ELLIOTT EQUIPMENT COMPANY	E	8/09/2021			012455		4,107.20
8205	MRI SOFTWARE LLC	E	8/09/2021			012456		955.00
8275	ADCOMP SYSYEMS INC	E	8/09/2021			012457		80.00
8467	WASTE CORPORATION OF KANSAS, L	E	8/09/2021			012458		335.43
0046	ETTINGERS OFFICE SUPPLY	E	8/09/2021			012459		329.95
0105	PITTSBURG AUTOMOTIVE	E	8/09/2021			012460		1,607.39

VENDOR SET: 99 City of Pittsburg, KS
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DATE RANGE: 8/04/2021 THRU 8/17/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0112	MARRONES INC	E	8/09/2021			012461		58.16
0142	HECKERT CONSTRUCTION CO INC	E	8/09/2021			012462		32,845.14
0181	INGRAM LIBRARY SERVICES	E	8/09/2021			012463		24.56
0194	KANSAS STATE TREASURER	E	8/09/2021			012464		2,120,196.00
0202	CLIFF HIX ENGINEERING INC	E	8/09/2021			012465		32.50
0276	JOE SMITH COMPANY, INC.	E	8/09/2021			012466		1,186.31
0292	UNIFIRST CORPORATION	E	8/09/2021			012467		54.50
0409	WISEMAN'S DISCOUNT TIRE INC	E	8/09/2021			012468		102.95
0516	AMERICAN CONCRETE CO INC	E	8/09/2021			012469		1,253.33
0534	TYLER TECHNOLOGIES INC	E	8/09/2021			012470		390.00
0597	CORNEJO & SONS LLC	E	8/09/2021			012471		199.01
0627	BOETTCHER SUPPLY INC	E	8/09/2021			012472		168.80
0650	HOME CENTER CONSTRUCTION	E	8/09/2021			012473		12,360.00
0659	PAYNES INC	E	8/09/2021			012474		45.00
0700	NAMES AND NUMBERS	E	8/09/2021			012475		3,918.00
0746	CDL ELECTRIC COMPANY INC	E	8/09/2021			012476		470.15
0779	PITTSBURG COMMUNITY THEATRE	E	8/09/2021			012477		4,109.96
0823	TOUCHTON ELECTRIC INC	E	8/09/2021			012478		99.00
1478	KANSASLAND TIRE #1828	E	8/09/2021			012479		1,410.30
1733	BMI, INC	E	8/09/2021			012480		536.00
1792	B&L WATERWORKS SUPPLY, LLC	E	8/09/2021			012481		822.08
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	8/09/2021			012482		644.87

VENDOR SET: 99 City of Pittsburg, KS
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DATE RANGE: 8/04/2021 THRU 8/17/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	8/09/2021			012483		1,242.64
2994	COMMERCIAL AQUATIC SERVICE INC	E	8/09/2021			012484		2,881.58
4307	HENRY KRAFT, INC.	E	8/09/2021			012485		138.49
4603	KANSAS GOLF AND TURF INC	E	8/09/2021			012486		342.22
4618	TRESA LYNNE MILLER	E	8/09/2021			012487		1,251.87
5049	CRH COFFEE INC	E	8/09/2021			012488		42.90
5420	AQUIONICS INC	E	8/09/2021			012489		1,791.00
5482	JUSTIN HART	E	8/09/2021			012490		70.00
5648	JASON WISKE	E	8/09/2021			012491		1,000.00
5855	STERICYCLE, INC.	E	8/09/2021			012492		235.84
5855	STERICYCLE, INC.	E	8/09/2021			012493		102.86
5931	VOGEL HEATING & COOLING INC	E	8/09/2021			012494		60.00
6175	HENRY C MENGHINI	E	8/09/2021			012495		98.60
6822	ELIZABETH BRADSHAW	E	8/09/2021			012496		311.22
6995	SUMMER WARREN	E	8/09/2021			012497		67.50
7283	TRUSTMARK HEALTH BENEFITS INC	E	8/09/2021			012498		36,224.94
7297	MIDCO DIVING AND MARINE SERVIC	E	8/09/2021			012499		6,989.00
7629	EARLES ENGINEERING & INSPECTIO	E	8/09/2021			012500		148,368.38
7852	TRIA HEALTH, LLC	E	8/09/2021			012501		1,035.80
7900	CI TECHNOLOGIES, INC	E	8/09/2021			012502		1,734.00
7959	ALL ABOARD FOUNDATION	E	8/09/2021			012503		2,522.33
8200	PLUNKETT'S PEST CONTROL INC	E	8/09/2021			012504		530.00

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DATE RANGE: 8/04/2021 THRU 8/17/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8309	MISSISSIPPI LIME COMPANY	E	8/09/2021			012505		6,548.45
8326	KAYLYN HITE	E	8/09/2021			012506		1,000.00
8337	BLACKSTONE AUDIO, INC.	E	8/09/2021			012507		198.38
8445	CHARLEY TAYLOR	E	8/09/2021			012508		300.00
2004	AIRE-MASTER OF AMERICA, INC.	E	8/16/2021			012510		17.22
7567	MERIDIAN OIL & EQUIPMENT LLC	E	8/16/2021			012511		467.82
8275	ADCOMP SYSYEMS INC	E	8/16/2021			012512		80.00
8467	WASTE CORPORATION OF KANSAS, L	E	8/16/2021			012513		58.95
0046	ETTINGERS OFFICE SUPPLY	E	8/16/2021			012514		296.90
0054	JOPLIN SUPPLY COMPANY	E	8/16/2021			012515		1,845.91
0105	PITTSBURG AUTOMOTIVE	E	8/16/2021			012516		441.75
0112	MARRONES INC	E	8/16/2021			012517		52.58
0117	GATEHOUSE MEDIA KANSAS HOLDING	E	8/16/2021			012518		299.75
0142	HECKERT CONSTRUCTION CO INC	E	8/16/2021			012519		10,718.65
0272	BO'S 1 STOP INC	E	8/16/2021			012520		3,828.96
0317	KUNSHEK CHAT & COAL CO, INC.	E	8/16/2021			012521		6,525.07
0335	CUSTOM AWARDS, LLC	E	8/16/2021			012522		25.00
0340	HOMER COLE COMM CTR	E	8/16/2021			012523		150.00
0422	DEMCO, INC	E	8/16/2021			012524		1,216.47
0455	LARRY BARRETT BODY * FRAME * T	E	8/16/2021			012525		3,751.89
0516	AMERICAN CONCRETE CO INC	E	8/16/2021			012526		2,674.41
0577	KANSAS GAS SERVICE	E	8/16/2021			012527		484.51

VENDOR SET: 99 City of Pittsburg, KS
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0746	CDL ELECTRIC COMPANY INC	E	8/16/2021			012528		239.42
0866	AVFUEL CORPORATION	E	8/16/2021			012529		43,985.30
1478	KANSASLAND TIRE #1828	E	8/16/2021			012530		312.95
1792	B&L WATERWORKS SUPPLY, LLC	E	8/16/2021			012531		1,356.12
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	8/16/2021			012532		167.96
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	8/16/2021			012533		1,526.22
2707	THE LAWNSCAPE COMPANY, INC.	E	8/16/2021			012534		1,115.75
2921	DATAPROSE LLC	E	8/16/2021			012535		4,643.61
4307	HENRY KRAFT, INC.	E	8/16/2021			012536		112.45
4452	RYAN INSURANCE, LLC	E	8/16/2021			012537		878.00
4851	CRAWFORD COUNTY EMS	E	8/16/2021			012538		272.00
5706	S THOMPSON LLC	E	8/16/2021			012539		250.00
5883	SPROULS CONSTRUCTION INC	E	8/16/2021			012540		17,564.50
6851	SCHULTE SUPPLY INC	E	8/16/2021			012541		349.99
7028	MATTHEW L. FRYE	E	8/16/2021			012542		400.00
7038	SIGNET COFFEE ROASTERS	E	8/16/2021			012543		87.50
7407	LIMELIGHT MARKETING LLC	E	8/16/2021			012544		500.00
7620	POMP'S TIRE SERVICE INC	E	8/16/2021			012545		2,024.42
7629	EARLES ENGINEERING & INSPECTIO	E	8/16/2021			012546		16,952.50
7839	VISION SERVICE PLAN INSURANCE	E	8/16/2021			012547		1,636.14
8246	BETHANY ANN BROOKS	E	8/16/2021			012548		1,296.00
8309	MISSISSIPPI LIME COMPANY	E	8/16/2021			012549		6,787.23

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 8/04/2021 THRU 8/17/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8449	ENCORE ENERGY SERVICES, INC.	E	8/16/2021			012550		569.53
8206	LINDE INC	E	8/16/2021			012551		2,730.49
0523	AT&T	R	8/06/2021			189542		8,869.93
5480	BITNER MOTORS	R	8/06/2021			189545		79.21
5966	BERRY COMPANIES, INC.	R	8/06/2021			189546		77.96
1	BUTLER RENTALS INC	R	8/06/2021			189547		504.00
8462	CENTRAL POWER SYSTEMS AND SERV	R	8/06/2021			189548		2,904.61
4263	COX COMMUNICATIONS KANSAS LLC	R	8/06/2021			189549		96.07
4263	COX COMMUNICATIONS KANSAS LLC	R	8/06/2021			189550		355.36
4263	COX COMMUNICATIONS KANSAS LLC	R	8/06/2021			189551		690.47
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	8/06/2021			189552		1,275.27
0095	CRAWFORD COUNTY TREASURER	R	8/06/2021			189553		934.54
1108	EVERGY KANSAS CENTRAL INC	R	8/06/2021			189554		115,250.74
7697	MARTIN MEDINA	R	8/06/2021			189557		360.00
8227	PITTSBURG ARTWALK ASSOCIATION	R	8/06/2021			189558		135.00
6948	RANGE SERVANT AMERICA, INC	R	8/06/2021			189559		484.05
8375	TRASH HOG LLC	R	8/06/2021			189560		905.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	8/06/2021			189563		30.00
8430	EQUIPMENTSHARE.COM, INC	R	8/06/2021			189564		345.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	8/13/2021			189565		66.42
0523	AT&T	R	8/13/2021			189566		70.00
8462	CENTRAL POWER SYSTEMS AND SERV	R	8/13/2021			189567		1,568.50

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 8/04/2021 THRU 8/17/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0375	WICHITA WATER CONDITIONING	R	8/13/2021			189568		7.50
8370	WEX HEALTH, INC.	R	8/13/2021			189569		298.08
8209	DPC ENTERPRISES LP	R	8/13/2021			189570		1,408.00
8452	HECKMAN BRUENING AND KING, LLC	R	8/13/2021			189571		4,022.50
1	HEY, CINDY	R	8/13/2021			189572		140.00
1	JMAC QOZ BUSINESS II, LLC	R	8/13/2021			189573		161,751.00
5054	KANSAS ASSOC FOR COURT MANAGEM	R	8/13/2021			189574		150.00
2877	KDHE - BUREAU OF WATER	R	8/13/2021			189575		25.00
2877	KDHE - BUREAU OF WATER	R	8/13/2021			189576		25.00
2877	KDHE - BUREAU OF WATER	R	8/13/2021			189577		25.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	8/13/2021			189578		381.92
8421	LORI S. MESSER	R	8/13/2021			189579		10,000.00
7938	ROSANO DEL PILAR MENDEZ	R	8/13/2021			189580		25.00
1	MID-AMERICA PROPERTIES	R	8/13/2021			189581		360.00
7392	ASSURECO RISK MANAGEMENT & REG	R	8/13/2021			189582		350.00
7817	NORTON POWER SYSTEMS INC	R	8/13/2021			189583		1,000.00
0175	REGISTER OF DEEDS	R	8/13/2021			189584		20.00
0175	REGISTER OF DEEDS	R	8/13/2021			189585		20.00
7270	SECURITY 1ST TITLE, LLC	R	8/13/2021			189586		270.00
8375	TRASH HOG LLC	R	8/13/2021			189587		332.12
2916	US CELLULAR	R	8/13/2021			189588		100.00
5589	CELLCO PARTNERSHIP	R	8/13/2021			189589		12,087.53

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 8/04/2021 THRU 8/17/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	MID AMERICA PROPERTIES	R	8/16/2021			189623		360.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	43			328,160.78	0.00	328,160.78
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	15			158,350.31	0.00	158,350.31
EFT:	97			2,542,852.23	0.00	2,542,852.23
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:	155	3,029,363.32	0.00	3,029,363.32
BANK: 80144 TOTALS:	155	3,029,363.32	0.00	3,029,363.32

VENDOR SET: 99 City of Pittsburg, KS
BANK: EFT MANUAL EFTS
DATE RANGE: 8/04/2021 THRU 8/17/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0109	RANDY VILELA TRUCKING & HAULIN	E	8/09/2021			012509		14,710.00

* * 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:	1			14,710.00	0.00	14,710.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: EFT TOTALS:	1	14,710.00	0.00	14,710.00
BANK: EFT TOTALS:	1	14,710.00	0.00	14,710.00
REPORT TOTALS:	156	3,044,073.32	0.00	3,044,073.32

Passed and approved this 24th day of August, 2021.

_____
Chuck Munsell, Mayor

ATTEST:

_____
Tammy Nagel, City Clerk

Resolution No. 1246

A RESOLUTION OF THE CITY OF PITTSBURG, KANSAS REGARDING THE GOVERNING BODY'S INTENT TO LEVY A PROPERTY TAX EXCEEDING THE REVENUE NEUTRAL RATE;

WHEREAS, the Revenue Neutral Rate for the City of Pittsburg was calculated as 51.428 mills by the Crawford County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of Pittsburg will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body intends to hold a hearing and hear testimony from all interested taxpayers desiring to be heard as required by state law.

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

Section 1. The Governing Body of the City of Pittsburg hereby sets a public hearing regarding its intention to exceed the Revenue Neutral Rate for August 24, 2021 at 5:30 p.m. to be held at Law Enforcement Center Building, 201 North Pine, and directs that notice of the public hearing be given as required by state law.

Section 2. The Governing Body of the City of Pittsburg expresses its intention to exceed the Revenue Neutral Rate with a maximum mill levy of 51.475 mills.

Section 3. The Governing Body of the City of Pittsburg directs the City Clerk to provide this resolution to the Crawford County Clerk as notice of the City's proposed intent to exceed the Revenue Neutral Rate.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

ADOPTED this ____ day of _____ (month and year) and **SIGNED** by the Mayor.

_____

Mayor

Attested:

_____

City Clerk

Notes:

1) The notice required by SB 13 (as modified by HB 2104) does not have to take the form of a resolution. Pursuant to the legislation, the notice must come from the governing body, and must include a statement of intent to exceed the revenue neutral rate, the date, time and location of the public hearing, and the city's proposed tax rate. Because the notice must come from the governing body, some official action will need to be taken by the body to give the notice. A resolution like this sample may be the easiest form for that notice to take, as it will require an official action of the governing body to pass the resolution and the written resolution can be sent to the County Clerk to serve as the notice.

2) This resolution as drafted contains only the information explicitly required by SB 13 (as modified by HB 2104). The city can, at the discretion of the governing body, include more in this resolution. For example, the governing body could include "whereas" statements explaining the rationale for exceeding the revenue neutral rate.

City of Pittsburg
Forward Together.

PUBLIC WORKS
201 W 4th Street
Pittsburg, KS 66762

P: (620) 231-4100
www.pittks.org

Interoffice Memorandum

To:	Daron Hall, City Manager
CC:	Tammy Nagel, City Clerk
From:	Dexter Neisler, Zoning Administrator
Date:	August 17, 2021
Subject:	Agenda Item – August 24th, 2021 Planning Commission/Board of Zoning Appeals Appointment

The Planning Commission/Board of Zoning Appeals (PC/BZA) currently has a vacancy due to the resignation of Mr. Michael Creel, effective July 26th, 2021.

Two applications were received for appointment for this vacancy: Mr. Charles "Bob" Gilmore and Mr. Mike Hanika.

Mr. Gilmore has previously served as a member of the PC/BZA from 2001-2004, 2004-2007, 2014-2016, and most recently, from 2017-2019. Mr. Gilmore is retired and has resided in Pittsburg for 75 years. Mr. Gilmore wishes to serve because of his knowledge of codes and his previous work experience (plumber).

Mr. Hanika has not previously served as a member of the PC/BZA, but did apply for appointment in 2020. Mr. Hanika is the owner of Constructimate Foam, Mudjacking, and Estimating, and has resided in Pittsburg for 7 years. Mr. Hanika wishes to serve because he would like to part of the growth and future of the Pittsburg community.

Please place this item on the agenda for the August 24th, 2021 City Commission meeting.

Action: Appoint a new member to the Planning Commission/Board of Zoning Appeals to fill an unexpired term, effective August 25th, 2021 and serving until December 31, 2021.

If you have any questions regarding this matter, please feel free to contact me at 620-230-5517.

Sincerely,

Dexter Neisler
Zoning Administrator

DN:dg

RECEIVED
AUG 06 2021
Pittsburg City Clerk

City of Pittsburg
Forward Together.

Board of Zoning Appeals / Planning Commission

APPLICATION FOR APPOINTMENT
TO FILL AN UNEXPIRED TERM TO CONCLUDE ON DECEMBER 31, 2021

Note: Your application will be copied for the City Commission and made available to the press and public

Name: Charles R (Bob) Gilmore

Home Address: 521 W Martin

Mailing Address: Same

Occupation: Retired

Business Address: _____

mobile ~~Home~~ Telephone: (620) 687-5713

Business Telephone: _____

E-mail: charlesgilmore@outlook.com

Are you a resident of Pittsburg? Yes If yes, how long have you lived in Pittsburg: 75

Current occupation (within last 12 months): Retired

Business interest in the last 12 months: Retired

Previous Committee/Commission Experience: P&Z and employee for City codes enforcement

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application. Retired master plumber and city of Pittsburg building inspector worked with PQ2 while working

Professional and/or community service activities: Hearts & Hammers

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: My knowledge of codes and my work experience. I have kept up on ongoing city activities and want to continue doing so.

The Board of Zoning Appeals / Planning Commission meets at the Law Enforcement Center (201 North Pine) at 5:30 p.m. on the 4th Monday of each month. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

*** Please plan to attend the August 24th, 2021, Pittsburg City Commission Meeting (5:30 p.m. at the Law Enforcement Center – 201 North Pine in Pittsburg). Appointments to the Board of Zoning Appeals / Planning Commission will be made by the City Commission during this meeting.**

Signature of Applicant: Charles R. Bolen III

Date: 8/2/21

If you have any questions regarding the appointment procedure, please contact the City Clerk by phone at (620)230-5532 or by email at tammy.nagel@pittks.org.

Please return your completed application on or before August 16th, 2021, to:
City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, KS 66762

RECEIVED
AUG 06 2021
Pittsburg City Clerk

City of Pittsburg
Forward Together.

Board of Zoning Appeals / Planning Commission

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Commission and made available to the press and public

Name: Mike Hanika

Home Address: 921 E 520th Ave

Mailing Address: _____

Occupation: Owner Constructimate Foam-Mudjacking, Estimating

Business Address: 921 E 520th Ave

Home Telephone: 620-719-7366

Business Telephone: 620-719-7366

E-mail: mike@constructimate.com

Are you a resident of Pittsburg? Yes If yes, how long have you lived in Pittsburg: 7+ years

Current occupation (within last 12 months): Foam-Mudjacking, Estimating, Construction Management/Inspection

Business interest in the last 12 months: Construction - Concrete

Previous Committee/Commission Experience: Served on various committees in the past.

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application. BS ~~Accounting~~ - PSU
~~Civil Engineering Tech~~ - Washburn Tech
I have 40 years of extensive construction experience including Construction Mgmt, Project Mgmt, Estimating, Surveying and Handson Construction.
Certified BI

Professional and/or community service activities: _____

_____

_____

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: I would like to be part of the growth and future of the Pittsburg community. I would also like to offer my experience to help in any way possible to give our children and grandchildren a community to thrive.

The Board of Zoning Appeals / Planning Commission meets at the Law Enforcement Center (201 North Pine) at 5:30 p.m. on the 4th Monday of each month. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

*** Please plan to attend the December 10th, 2019, Pittsburg City Commission Meeting (5:30 p.m. at the Law Enforcement Center – 201 North Pine in Pittsburg). Appointments to the Board of Zoning Appeals / Planning Commission will be made by the City Commission during this meeting.**

Signature of Applicant: _____

Date: 8-2-2021

If you have any questions regarding the appointment procedure, please contact the City Clerk by phone at (620)230-5532 or by email at tammy.nagel@pittks.org.

Please return your completed application on or before November 26th, 2019, to:
City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, KS 66762

City of Pittsburg
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DEPARTMENT OF PUBLIC WORKS & UTILITIES
1506 N. Walnut · Pittsburg KS 66762

(620) 240-5126
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: August 17, 2021

SUBJECT: Agenda Item – April 24, 2021
Disposition of Bids – CCLIP (SP) Resurfacing Project
Broadway Street (US-69B) and W. 4th Street (K-126)
KDOT Project No. 69B-19 U-238801

Bids were received on Tuesday, August 17, 2021 for the CCLIP (SP) Resurfacing Project on Broadway Street (US-69B) and W. 4th Street (K-126)(see attached bid tabulation). Two (2) bids were received.

The project consists of constructing a 2" Mill, 2" Overlay, Repair Patching, Pavement Markings, and Appurtenances for North Broadway, and 4th Street, and all other associated work as indicated on the drawings and within the specifications. The Base Bid includes approx. 1,848 SY of Full Depth Removal and Replacement, 32,432 SY of Milling, 3,570 Tons of HMA-Commercial Grade (Class A)(SR-12.5A)(PG 70-28), and associated Pavement Markings. The project was designed and bid specifications were prepared by the City's consultant Olsson.

This project will be funded as part of KDOT's 2022 City Connecting Link Improvement Project (CCLIP). KDOT has allocated a maximum match of $300,000.00 for the construction and construction engineering for the project. The City will be responsible for 10% of the construction and construction engineering of the project plus anything over KDOT's matching amount of $300,000.00. The City's share of the cost of the project will come from the Street Sales Tax.

After reviewing the bids received, the City's consultant is recommending that the bid be awarded to Heckert Construction Co., Inc., of Pittsburg, Kansas, with a low bid of $996,421.37. City staff concurs with the consultant's recommendation. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 13, 2021. Action being requested is to approve or disapprove staff's recommendation to award the bid as stipulated above and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

If you have any questions or require additional information, please do not hesitate to contact me.

Attachments: Olsson's Letter of Recommendation
Bid Tabulation

BID TABULATION

2021 Surface Preservation Project

BID OPENING DATE: 8-17-2021 - 2:00 PM

Client: City of Pittsburg, KS
Project: Surface Preservation Project
Project Number: 021-01910
Date: 8/17/2021

ITEM	DESCRIPTION	QTY.	UNIT	Engineer's Opinion of Probable Construction Cost		Heckert Construction Co., Inc. 746 E 520th Avenue Pittsburg, KS 66762		Emery Sapp & Sons, Inc. 5350 East State Highway AA Springfield, MO 65803	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
	BASE BID								
1	Mobilization	1	Lump Sum	$ 115,000.00	$ 115,000.00	$ 42,860.00	$ 42,860.00	$ 50,350.00	$ 50,350.00
2	Milling	32,432	Sq. Yd.	$ 4.00	$ 129,728.00	$ 1.76	$ 57,080.32	$ 1.15	$ 37,296.80
3	Transporting Salvageable Material	1	Lump Sum	$ 20,000.00	$ 20,000.00	$ 14,000.00	$ 14,000.00	$ 44,375.00	$ 44,375.00
4	HMA-Commercial Grade (Class A) (SR-12.5A) (PG 70-28)	3,900	Tons	$ 95.00	$ 370,500.00	$ 79.95	$ 311,805.00	$ 88.15	$ 343,785.00
5	Water Valve Concrete Pads	82	Each	$ 750.00	$ 61,500.00	$ 750.00	$ 61,500.00	$ 600.00	$ 49,200.00
6	Manhole Concrete Pads	3	Each	$ 1,250.00	$ 3,750.00	$ 750.00	$ 2,250.00	$ 2,500.00	$ 7,500.00
7	Pavement Marking Removal	0	Ln. Ft.	$ 0.50	$ -	$ 5.00	$ -	$ 12.00	$ -
8	Pavement Marking (Thermoplastic)(White)(6")	7,145	Ln. Ft.	$ 0.85	$ 6,073.25	$ 2.50	$ 17,862.50	$ 0.58	$ 4,144.10
9	Pavement Marking (Thermoplastic)(White)(24")	4,142	Ln. Ft.	$ 20.00	$ 82,840.00	$ 11.00	$ 45,562.00	$ 11.50	$ 47,633.00
10	Pavement Marking (Thermoplastic)(Yellow)(4")	4,621	Ln. Ft.	$ 0.60	$ 2,772.60	$ 0.55	$ 2,541.55	$ 0.50	$ 2,310.50
11	Pavement Mrk Sym (Thermoplastic)(White)(Left Arrow)	7	Each	$ 800.00	$ 5,600.00	$ 200.00	$ 1,400.00	$ 235.00	$ 1,645.00
12	Pavement Mrk Sym (Thermoplastic)(White)(Handicap Symbol)	17	Each	$ 750.00	$ 12,750.00	$ 300.00	$ 5,100.00	$ 200.00	$ 3,400.00
13	Traffic Control	1	Lump Sum	$ 25,000.00	$ 25,000.00	$ 17,265.00	$ 17,265.00	$ 45,500.00	$ 45,500.00
14	Saw Cut	3,975	Ln. Ft.	$ 3.50	$ 13,912.50	$ 5.00	$ 19,875.00	$ 7.00	$ 27,825.00
15	Full Depth Removal and Replacement	1,848	Sq. Yd.	$ 170.00	$ 314,160.00	$ 215.00	$ 397,320.00	$ 180.00	$ 332,640.00
			Total Base Bid =		*$ 1,163,586.35*		*$ 996,421.37*		*$ 997,604.40*
			GRAND TOTAL BID PRICE =		**$ 1,163,586.35**		**$ 996,421.37**		**$ 997,604.40**
			Bid Guarantee	Yes		Yes		Yes	
			Addendum No. 1			Yes		Yes	
			Remarks:						

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
FINAL PLAN SUBMITTAL

Client: City of Pittsburg, Kansas
Project: 2022 PITTSBURG CCLIP-SP 019 U-2388-01
Project Number: 021-01910
Date: 8/17/2021

	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST $	COST $
BASE BID					
1	Mobilization	Lump Sum	1	$ 115,000.00	$ 115,000.00
2	Milling	Sq. Yd.	32,432	$ 4.00	$ 129,728.00
3	Transporting Salvageable Material	Lump Sum	1	$ 20,000.00	$ 20,000.00
4	HMA-Commercial Grade (Class A) (SR-12.5A) (PG 70-28)	Tons	3,900	$ 95.00	$ 370,500.00
5	Water Valve Concrete Pads	Each	82	$ 750.00	$ 61,500.00
6	Manhole Concrete Pads	Each	3	$ 1,250.00	$ 3,750.00
7	Pavement Marking Removal	Ln. Ft.		$ 0.50	$ -
8	Pavement Marking (Thermoplastic)(White)(6")	Ln. Ft.	7,145	$ 0.85	$ 6,073.25
9	Pavement Marking (Thermoplastic)(White)(24")	Ln. Ft.	4,142	$ 20.00	$ 82,840.00
10	Pavement Marking (Thermoplastic)(Yellow)(4")	Ln. Ft.	4,621	$ 0.60	$ 2,772.60
11	Pavement Mrk Sym (Thermoplastic)(White)(Left Arrow)	Each	7	$ 800.00	$ 5,600.00
12	Pavement Mrk Sym (Thermoplastic)(White)(Handicap Symbol)	Each	17	$ 750.00	$ 12,750.00
13	Traffic Control	Lump Sum	1	$ 25,000.00	$ 25,000.00
14	Saw Cut	Ln. Ft.	3,975	$ 3.50	$ 13,912.50
15	Full Depth Removal and Replacement	Sq. Yd.	1,848	$ 170.00	$ 314,160.00

Subtotal (Base Bid) = $ 1,163,586.35

NOTES:
1 Excludes Engineering Costs
2 Excludes Permitting Costs

OPINION OF PROBABLE CONSTRUCTION COST = $ 1,163,586.35

The Engineer, using his or her professional judgment, has developed this stated Opinion of Probable Construction Cost based upon the design status identified above. Development of this Opinion has included consideration of design input level; however, the circumstances under which the work is expected to be undertaken, the cost and availability of materials, labor and services, probable bidder response and the economic conditions at the time of bid solicitation are beyond the control of the Engineer and will impact actual bid costs. Should bidding be delayed, these costs should be reviewed and, if necessary, adjusted to a more applicable *Engineering News Record* Construction Cost Index.



City of Pittsburg
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DEPARTMENT OF PUBLIC WORKS & UTILITIES
1506 North Walnut · Pittsburg KS 66762
(620) 240-5126
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: August 16, 2021

SUBJECT: Agenda Item – August 24, 2021
Wastewater Treatment Plant Design Agreement
Amendment #1 – Additional Lift Station Design

Concerning the existing design agreement for the future wastewater treatment plant, staff is requesting an amendment to the agreement. This amendment is for the consideration and design of an additional lift station. As design progresses and capacities are reviewed, including the existing wastewater collection system, the need for this additional lift station should be considered. The location of this potential lift station would be along the eastern side of Hwy. 69 towards the end of Kansas Street. Historically, the City sees many sanitary sewer overflows in the general area of 4th street and Hwy. 69. This area is somewhat of a pinch point for the wastewater collection system. The intent of the future design of this lift station is allowing additional capacity to the wastewater collection system to the north as well as providing additional relief and redirection of sanitary sewer during inflow and infiltration events.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 24, 2021. Action necessary will be approval or disapproval of Amendment #1 to the Wastewater Treatment Plant Design Agreement and, if approved, authorize the Mayor to execute Amendment #1 on behalf of the City of Pittsburg. If approved, this amendment will add an additional 60 days to the contract and will increase the contract by $88,000.00, making an adjusted agreement amount of $2,436,328.00.

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

Attachment: Exhibit C – Amendment #1

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **1**

Owner: **City of Pittsburg, KS**
Engineer: **Earles Engineering & Inspection, Inc**
Project: **Pittsburg Wastewater Treatment Plant**
Effective Date of Owner-Engineer Agreement: **5/26/2020**
Nature of Amendment: (Check those that apply)

- ☒ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

To reduce the overflow in the sewer system and intercept the current and future flows from Sugar Creeks new pump station, an additional pump station is required near 4th street and US 69 bypass. This pump station will convey the combined flow to the new WWTP.

Agreement Summary:	
Original agreement amount:	$ 2,348,328.00
Net change for prior amendments:	$
This amendment amount:	$ 88,000.00
Adjusted Agreement amount:	$ 2,436,328.00
Change in time for services:	Add additional 60 days to contract.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner	Engineer
City of Pittsburg	Earles Engineering & Inspection Inc.
(typed or printed name of organization)	(typed or printed name of organization)
By: _____	By: Peter W Earles
(individual's signature)	(individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____	Date: 8/4/21
(date signed)	(date signed)
Name: _____	Name: Peter W. Earles
(typed or printed)	(typed or printed)
Title: _____	Title: CEO
(typed or printed)	(typed or printed)

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City of Pittsburg
Forward Together.

DEPARTMENT OF PUBLIC WORKS & UTILITIES
1506 North Walnut · Pittsburg KS 66762
(620) 240-5126
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: August 16, 2021

SUBJECT: Agenda Item – August 24, 2021
Wastewater Treatment Plant Design Agreement
Amendment #2 – East 4th Lift Station Replacement Design

Concerning the existing design agreement for the future wastewater treatment plant, staff is requesting a second amendment to the agreement. This amendment is for the consideration of design of the replacement of the East 4th Street Lift Station. This lift station was installed in 1992 and is now approximately 30 years old. I have attached the plan design for reference of this lift station. This lift station is approximately 35' below ground level and requires employees to access through a single vertical opening to access and maintain pumps and components. The exterior of the below grade outer walls has begun to corrode. Due to age and integrity of the structure, pumps, and additional safety factors, staff is recommending design for a new lift station at this location to be incorporated with the engineering agreement.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 24, 2021. Action necessary will be approval or disapproval of Amendment #2 to the Wastewater Treatment Plant Design Agreement and, if approved, authorize the Mayor to execute Amendment #2 on behalf of the City of Pittsburg. If approved, this amendment will add an additional 60 days to the contract and will increase the contract by $24,000.00, making an adjusted agreement amount of $2,460,328.00.

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

Attachment: Exhibit C – Amendment #2
East 4th Lift Station Existing Plan

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **2**

Owner: **City of Pittsburg, KS**
Engineer: **Earles Engineering & Inspection, Inc**
Project: **Pittsburg Wastewater Treatment Plant**
Effective Date of Owner-Engineer Agreement: **5/26/2020**
Nature of Amendment: (Check those that apply)

- ☒ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

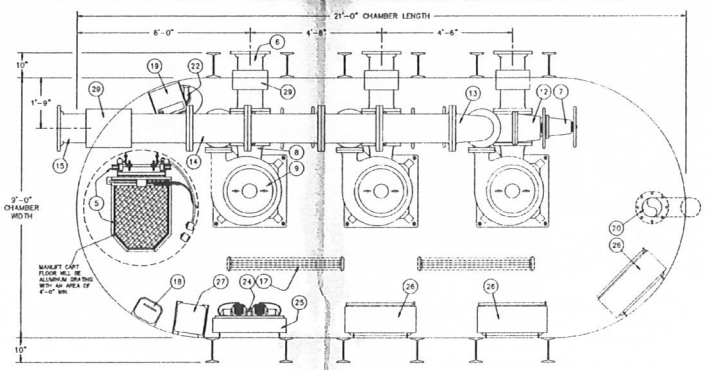
Rehabilitate the S.E overflow pump station. This pump station is still an old wet well/ dry well type that is over 25 feet deep and will be replaced with a submersible pump station.

Agreement Summary:	
Original agreement amount:	$ 2,348,328.00
Net change for prior amendments:	$ 88,000.00
This amendment amount:	$ 24,000.00
Adjusted Agreement amount:	$ 2,460,328.00
Change in time for services:	Add additional 60 days to contract.

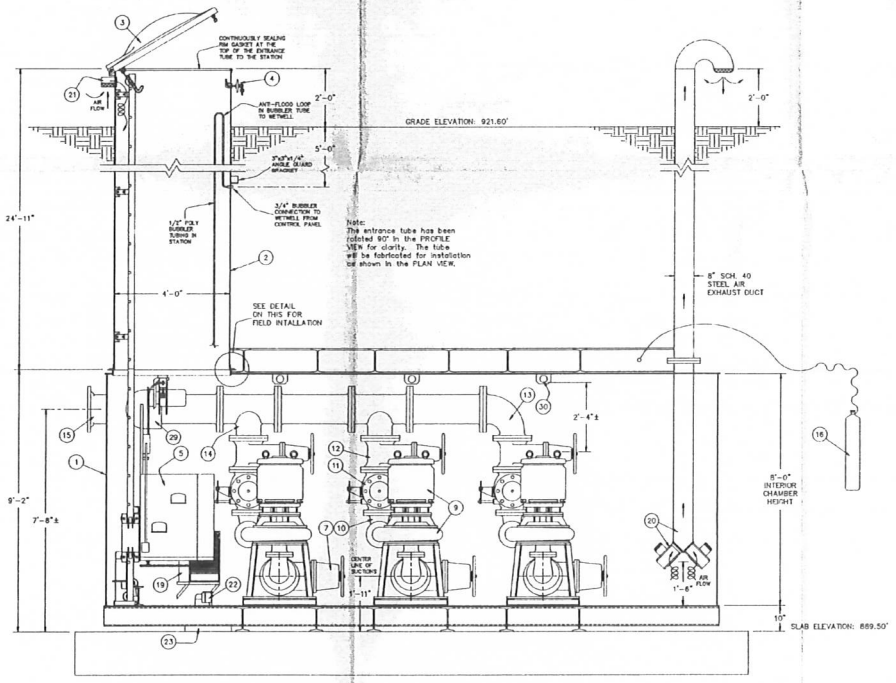
Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner	Engineer
City of Pittsburg	Earles Engineering & Inspection Inc.
(typed or printed name of organization)	(typed or printed name of organization)
By: _____	By: Peter W. Earles
(individual's signature)	(individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____	Date: 8/4/21
(date signed)	(date signed)
Name: _____	Name: Peter W. Earles
(typed or printed)	(typed or printed)
Title: _____	Title: CEO
(typed or printed)	(typed or printed)

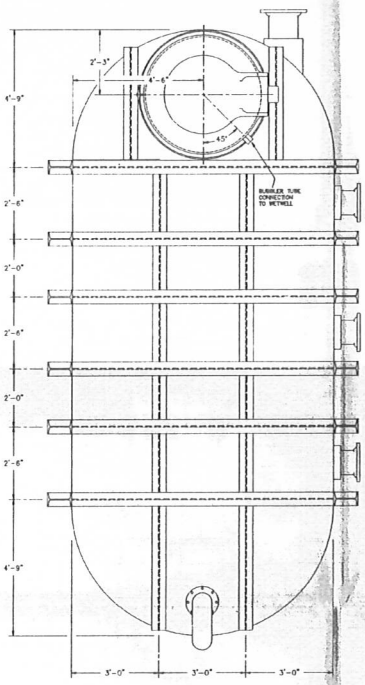
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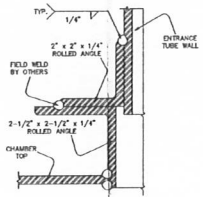
PLAN VIEW



PROFILE VIEW



TOP VIEW



ENTRANCE TUBE MOUNTING DETAIL

NOTES:

A minimum of four lifting hooks will be placed around the perimeter of the top of the station for lifting and handling. The lifting hooks will be located to insure proper balance of the station during field placement on the project. The station is designed to include the additional load on the lifting hooks, in addition to the loads outside the chamber.

Except for continuation of the exterior power and/or control entrance service cables, the station will be entirely factory wired and in conformance to the National Electrical Code. All control wiring in switching and control assemblies will be color coded, with diagrams included in the station's "Operation and Maintenance Manuals"

All wiring outside the control/starter panels will be in conduit, except for 110-volt accessory items which will be provided with connecting insulated service cords. The service entrance conduit and any other conduits entering/exiting the station will terminate in a threaded conduit connection through the wall of the entrance tube above ground level. Small accessory items will be plugged into polarized, grounded, convenience outlets, located close to their installed location.

The ventilation fans draw air from within 18" of the station floor and discharge directly into an 8" Sch. 40 steel duct. This duct will be provided with a flanged connection just above the top of the station. The duct continuation to grade will be shipped loose for field installation. The exhaust opening at grade will be screened to prevent the entering of insects, rodents, ect. The fresh air duct located on the entrance tube will allow air into the station and be screened also.

Four (4) 17# magnesium anodes will be provided for cathodic protection and will be installed as directed by the project engineer on opposite sides of the pumping station chamber during installation. The anodes will be provided by Dakota Pump with heavy copper wire leads for connection to the chamber by copper terminals.

The station's setting slab, the wetwell, all exterior piping, electrical connections, ect., will be the responsibility of others.

ITEM	QUANTITY	DESCRIPTION
35		
34		
33		
32		
31	4	CHAMBER LIFTING HOOKS (CUT INTO TOP REINF., LOCATED AS REQ'D DURING FABRICATION)
30	3	PUMP/MOTOR LIFTING AND MAINTENANCE HOOKS (CENTERED OVER EACH PUMP)
29	4	1/4" STEEL WALL SLEEVES W/"LINK-SEALS"
28	1	FLOOR MATTING – HEAVY DUTY, DIELECTRIC NEOPRENE IN NORMAL WALKWAYS/WORK AREAS
27	1	SINGLE PHASE TRANSFORMER – GE, 5 KVA RATING
26	3	AUTO TRANSFORMER STARTER PANELS – FURNAS, NEMA SIZE '3' W/MCP's
25	1	POWER & CONTROL PANEL – NEMA 12 ENCLOSURE, REQ'D SWITCHGEAR & CONTROLS, ETC.
24	1	BUBBLER SYSTEM – COMPRESSORS ON TANK, REQ'D CONTROLS, ECT.
23	1	SUMP PIT – 14"W x 20"L x 10"D W/MESH TO KEEP OUT DEBRIS
22	1	SUMP PUMP W/1 1/4" PIPING & VALVES – ENPO SPRINT II (100 G.P.H. at 30' T.D.H.)
		Note: The sump discharge will exit the station thru the sump pit wall for exterior piping.
21	1	FRESH AIR VENT IN ENTRANCE TUBE W/SCREEN INSERT
20	2	VENTILATION BLOWERS – DAYTON 4C445 W/8" SCH. 40 STEEL EXHAUST DUCT
19	1	DEHUMIDIFIER – COMFORTAIRE MODEL "20" PT/D W/DE-ICE CONTROLS & DRAIN TO SUMP PIT
18	1	STATION HEATER – TITAN, 1500W, 5118 BTuH
17	2	LIGHTING FIXTURES – 40W, DUPLEX FLUORESCENTS (OPERATED BY MANUAL & LID SWITCHES)
16	4	17# MAGNESIUM PACKAGED SAC ANODES (SHIPPED LOOSE FOR FIELD INSTALLATION)
15	1	12" DIA. D.I.P. COMMON DISCHARGE LINE W/MECHANICAL JOINT END CONNECTION TO STATION
14	2	12" x 12" x 10" CAST IRON REDUCING TEE FITTINGS
13	1	12" x 10" CAST IRON REDUCING 90° ELBOW FITTING
12	3	10" DISCHARGE GATE VALVES – CLOW RESILIENT WEDGE W/HANDWHEEL OPERATORS
11	3	8" x 10" INCREASING CHECK VALVES – EMPIRE W/OUTSIDE LEVER & SPRING ASSEMBLIES
10	3	8" x 6" CAST IRON REDUCING 90° ELBOW FITTINGS
9	3	PUMPS & MOTORS – FAIRBANKS MORSE 8"5434, 40 H.P., 1180 R.P.M., 460V/3Ph./60Hz.,
		CONDITIONS: 1250 G.P.M. at 63' T.D.H.
8	3	10" x 8" CAST IRON ECCENTRIC REDUCER FITTINGS
7	3	10" INFLUENT GATE VALVES – CLOW RESILIENT WEDGE W/HANDWHEEL OPERATORS
6	3	10" DIA. D.I.P. SUCTION LINES W/MECHANICAL JOINT END CONNECTIONS TO STATION
5	1	DPI PERSONNEL MAINTENACE LIFT – SEE SEPARATE SECTION FOR FULL DETAILS
4	1	T-HANDLE LOCK W/5-PIN TUMBLER (OPENS FROM WITH STATION)
3	1	ENTRANCE TUBE COVER – FIBERGLASS W/DRIP LIP, SAFETY CATCH, ECT.
2	1	48" DIA., 1/4"PL ROLLED STEEL ENTRANCE TUBE
1	1	9'-0"W x 21'-0"L x 8'-0"H OBROUND EQUIPMENT CHAMBER REINFORCED AS FOLLOWS:
		TOP – 3/8"PL STEEL W/10"(W10x26#/Ft.) I-BEAM REINF. AS SHOWN ON THE TOP VIEW
		SIDES – 3/8"PL STEEL W/10"(W10x26#/Ft.) I-BEAM VERTICAL MEMEBERS FOR REINF.
		ROLLED ENDS – 1/4"PL STEEL, REQUIRES NO ADDITIONAL REINFORCING
		FLOOR – 3/8"PL STEEL W/10"(W10x33#/Ft.) I-BEAM REINF., RUNNING THE WIDTH OF STATION
		Note: One 8"(C8x11.5#/Ft.) Channel on C of station perp. to bottom reinforcing memebers

DAKOTA PUMP INC.
Riverside Road, Interstate 1-90
P.O. Box 947
Mitchell, S.D. 57301
Phone #: (605) 996-6636
Fax #: (605) 996-6067
"Designers and Fabricators of Water and Sewage Handling Equipment"

PROJECT: Pittsburg, Kansas
Contract #3-Sanitary Sewer Improvements

DRAWN-BY: JTW | DATE: Oct., 1991 | DISK-#:
SCALE: 1/2"=1'-0" | FILE-#: 91-09-12

THIS DRAWING IS NOT FOR CONSTRUCTION PURPOSES
LAYOUT IS FOR SUBMITTAL DATA ONLY AND CAN VARY IN THE SHOP
CERTIFIED DIMENSIONS CAN BE FURNISHED UPON REQUEST