

## Table of Contents

Agenda . . . . .	3
Approval of the September 14, 2021, City Commission Meeting minutes.	
09-14-2021 Minutes. . . . .	5
Approval of Ordinance No. G-1328, amending Section 78-116 of the Pittsburg City Code to prohibit parking on the north side of the 100, 200 and 400 blocks of West Adams Street, and authorize the Mayor to sign the Ordinance on behalf of the City.	
No Parking W Adams Ord G-1328 Memo. . . . .	8
Ordinance No. G-1328 . . . . .	9
Approval of staff recommendation to enter into a Construction Administration (Inspection) Services Agreement with Olsson Inc., of Pittsburg, in an amount not to exceed \$72,295.00 in which Olsson Inc. will perform inspections and testing for the 2022 Pittsburg CCLIP Project on North Broadway Street (US 69B) / East 4th Street (K-126), and authorize the Mayor to sign the Construction Administration Services Agreement on behalf of the City.	
Olsson CA Agreement Memo. . . . .	19
Olsson CA Services Agreement . . . . .	20
Approval of a Project Agreement between the City and the State of Kansas Historical Society, State Historic Preservation Office (SHPO), in which the City will receive funding from the State in the amount of \$7,500 to produce a walking tour brochure focused on the downtown commercial area of Pittsburg, and authorize the Mayor to sign the Agreement on behalf of the City.	
Project Agreement - SHPO . . . . .	30
Approval of the renewal of a no-fee Antenna & Equipment Space Lease providing the Federal Aviation Administration (FAA) with 21 square feet of space in the Administration Building at the Atkinson Municipal Airport to store Radio Communications Outlet (RCO) equipment for a 5-year term beginning on October 1, 2021, and authorize the Mayor to sign the lease on behalf of the City.	
FAA - Antenna & Equipment Space Lease . . . . .	41
Approval of the Appropriation Ordinance for the period ending September 28, 2021, subject to the release of HUD expenditures when funds are received.	
Check list . . . . .	59
ARVEST BANK - P & L DEVELOPMENT - SUBORDINATION AGREEMENT - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to enter into a new Subordination Agreement with Arvest Bank and P&L Development, relating to the Silverback housing development, as Arvest Bank is increasing its loan amount by \$53,600 on Lot 6 and \$40,800 on Lot 9.	
Subordination Agreement Memo . . . . .	69
Subordination Agreement. . . . .	70

RESOLUTION NO. 1247 - Consider approval of Resolution No. 1247, determining that the City is considering establishing a Rural Housing Incentive District (RHID) within the City.

Resolution No. 1247 Memo . . . . .	83
Resollution No. 1247 . . . . .	85

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, September 28, 2021**  
**5:30 PM**

---

**CALL TO ORDER BY THE MAYOR:**

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

**CONSENT AGENDA:**

- a. Approval of the September 14, 2021, City Commission Meeting minutes.
- b. Approval of Ordinance No. G-1328, amending Section 78-116 of the Pittsburg City Code to prohibit parking on the north side of the 100, 200 and 400 blocks of West Adams Street, and authorize the Mayor to sign the Ordinance on behalf of the City.
- c. Approval of staff recommendation to enter into a Construction Administration (Inspection) Services Agreement with Olsson Inc., of Pittsburg, in an amount not to exceed \$72,295.00 in which Olsson Inc. will perform inspections and testing for the 2022 Pittsburg CCLIP Project on North Broadway Street (US 69B) / East 4th Street (K-126), and authorize the Mayor to sign the Construction Administration Services Agreement on behalf of the City.
- d. Approval of a Project Agreement between the City and the State of Kansas Historical Society, State Historic Preservation Office (SHPO), in which the City will receive funding from the State in the amount of \$7,500 to produce a walking tour brochure focused on the downtown commercial area of Pittsburg, and authorize the Mayor to sign the Agreement on behalf of the City.
- e. Approval of the renewal of a no-fee Antenna & Equipment Space Lease providing the Federal Aviation Administration (FAA) with 21 square feet of space in the Administration Building at the Atkinson Municipal Airport to store Radio Communications Outlet (RCO) equipment for a 5-year term beginning on October 1, 2021, and authorize the Mayor to sign the lease on behalf of the City.
- f. Approval of the Appropriation Ordinance for the period ending September 28, 2021, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, September 28, 2021**  
**5:30 PM**

---

**CONSIDER THE FOLLOWING:**

- a. ARVEST BANK - P & L DEVELOPMENT - SUBORDINATION AGREEMENT - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to enter into a new Subordination Agreement with Arvest Bank and P & L Development, relating to the Silverback housing development, as Arvest Bank is increasing its loan amount by \$53,600 on Lot 6 and \$40,800 on Lot 9. **Approve or disapprove the recommendation of the Economic Development Advisory Committee and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**
- b. RESOLUTION NO. 1247 - Consider approval of Resolution No. 1247, determining that the City is considering establishing a Rural Housing Incentive District (RHID) within the City. **Approve or disapprove Resolution No. 1247 and, if approved, authorize the Mayor to sign the Resolution 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  
September 14, 2021

---

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, September 14<sup>th</sup>, 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 – Tom Wehrman, on behalf of the St. John Lutheran Church, provided an invocation.

CITY BOARDS AND COMMITTEES – Joella Skyles, 112 Westfield Road, asked residency-related questions pertaining to the City's boards and committees. Ms. Skyles also inquired as to how board and committee vacancies are advertised.

LITTLE BALKANS DAY PROCLAMATION – Mayor Munsell proclaimed September 14<sup>th</sup>, 2021, as Little Balkans Day in Pittsburg.

CONSTITUTION WEEK PROCLAMATION – Mayor Munsell proclaimed September 17<sup>th</sup> through September 24<sup>th</sup>, 2021, as Constitution Week in Pittsburg.

APPROVAL OF MINUTES – On motion of O'Bryan, seconded by Fields, the Governing Body approved the August 24<sup>th</sup>, 2021, City Commission Meeting minutes as presented. Motion carried.

CEREAL MALT BEVERAGE LICENSE – PITT EXPRESS – On motion of O'Bryan, seconded by Fields, the Governing Body approved the application submitted by Ethan Ketterman for a 2021 Cereal Malt Beverage License for the Pitt Express, located at 302 West 4th Street, and authorized the City Clerk to issue the license. Motion carried.

LEAGUE OF KANSAS MUNICIPALITIES VOTING DELEGATES – On motion of O'Bryan, seconded by Fields, the Governing Body appointed Cheryl Brooks, Chuck Munsell, Dawn McNay, and Jay Byers as voting delegates, and Daron Hall and Tammy Nagel as alternate voting delegates to represent the City of Pittsburg at the League of Kansas Municipalities Annual Meeting scheduled for October 9th through 11th, 2021, in Topeka, Kansas. Motion carried.

PITTSBURG PUBLIC LIBRARY ANNUITY EXPENDITURE – On motion of O'Bryan, seconded by Fields, the Governing Body approved the request of the Pittsburg Public Library Board of Trustees to use \$30,000 from the library building annuity toward the replacement of the rubber membrane on the flat portion of the library roof, with the work to be completed by Mid-America Roofing. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
September 14, 2021

---

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Fields, the Governing Body approved the Appropriation Ordinance for the period ending September 14<sup>th</sup>, 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.

SUMMER READING PROGRAM SUMMARY - Pittsburg Public Library Director Bev Clarkson provided a summary of the summer reading program. Prior to her presentation, Mrs. Clarkson addressed the concerns voiced by Ms. Skyles during Public Input regarding residency requirements of the members of the Library Board of Trustees. Mrs. Clarkson indicated that the Library Board of Trustees is a governing board that can levy taxes, which is why Pittsburg residency is required.

REAL ESTATE SALES CONTRACT – On motion of O'Bryan, seconded by McNay, the Governing Body approved a Real Estate Sales Contract between The City of Pittsburg, Kansas, and Comeau Jewelry Company, Inc., in which Comeau Jewelry Company, Inc. will purchase the property located at 525 South Broadway for the purchase price of \$113,746.00, and authorized the Mayor to sign the contract on behalf of the City, and authorized the City Manager to represent the City and execute the necessary documents at the closing. Motion carried.

SHORT-FORM PLAT - RTM ENGINEERING CONSULTANTS - PANDA EXPRESS SUBDIVISION – On motion of Fields, seconded by Brooks, the Governing Body approved the Short-Form Plat submitted by RTM Engineering Consultants for the platting of Panda Express, a subdivision of the City of Pittsburg, located on the northeast corner of 27th Street and Broadway (southwest corner of the Walmart parking lot). Motion carried.

FINAL PLAT - S&H MANAGEMENT, LLC - DEAN'S ADDITION – On motion of McNay, seconded by O'Bryan, the Governing Body approved the Final Plat submitted by S&H Management, LLC, for the platting of Dean's Addition, located on the northwest corner of Jefferson and Rouse, and authorized the Mayor to sign the plat on behalf of the City. Motion carried.

MILLER STREET VACATION - HOMETOWN DEVELOPMENT GROUP, LLC - On motion of O'Bryan, seconded by Fields, the Governing Body approved the vacation request submitted by Hometown Development Group, LLC, for the vacation of Miller Street between South Joplin Street and South English Street, and directed staff to prepare the necessary Order. Motion carried.

#### NON-AGENDA REPORTS & REQUESTS:

BI-MONTHLY BUDGET REVIEW – Deputy Director of Finance Joe Wimmer provided the August 31, 2021, bi-monthly budget review.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
September 14, 2021

---

PUBLIC INPUT RESPONSE – City Manager Daron Hall provided information regarding the advertising of City board and committee vacancies. City Manager Hall noted that if a specific residency requirement is not listed in the City Code for boards and committees, it can be assumed that a requirement does not exist. Mr. Hall requested that Ms. Skyles contact him if she wished to further discuss residency requirements of City boards or committees.

ADJOURNMENT: On motion of McNay, seconded by O'Bryan, the Governing Body adjourned the meeting at 6:21 p.m. Motion carried.

---

Chuck Munsell, Mayor

ATTEST:

---

Tammy Nagel, City Clerk

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** September 13, 2021

**SUBJECT:** Agenda Item – September 28, 2021  
Request for No Parking

---

The Traffic Advisory Board, in its meeting of August 26, 2021, reviewed a concern for large fire trucks to maneuver the area in the 400 block of West Adams Street. The Board noted that there is currently no parking in the 100-200 blocks of West Adams, but did not appear to be done by Ordinance.

After reviewing this concern, the Board voted to recommended to the Governing Body approval of an Ordinance to prohibit parking on the north side of the 100, 200 and 400 blocks of West Adams Street. The 300 block is not included as it contains Lakeside School with off-street diagonal parking.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 28, 2021. Action necessary will be approval or disapproval of Ordinance G-1328 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.

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

Attachment: Ordinance No. G-1328

(Summary published in The Morning Sun on October 1<sup>st</sup>, 2021)

## **ORDINANCE NO. G-1328**

**AN ORDINANCE** amending Section 78-116 of the Pittsburg City Code to prohibit parking on the north side of the 100, 200 and 400 blocks of West Adams Street.

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

**Section 1.** Section 78-116 of the Pittsburg City Code is amended to read as follows:

**Sec. 78-116. No parking zones.**

Except when necessary to momentarily avoid conflict with other traffic or in compliance with the direction of a police officer, it shall be unlawful for the driver of a vehicle to stop, stand or park any vehicle on:

***Alleys***

West side of alley lying between North Broadway Street and North Pine Street from 14th to 15th.

***Abby Lane***

The west and south side of Abby Lane, an "L" shaped street, from Amber Drive to the west line of lot 20, Amber Meadows subdivision.

***Adams Street***

The north and south side of the 1000 block of east Adams Street.

The north side of the 100, 200 and 400 blocks of West Adams Street.

***Amber Drive***

The north side of Amber Drive from Rouse Avenue west to the west line of lot 9, Amber Meadows subdivision.

***Broadway***

Both sides of South Broadway from Kansas Avenue to Centennial Drive.

Both sides of North Broadway Street from 20th Street to the north city limits.

***Cedar Crest Circle***

The west side of Cedar Crest Circle from Cedar Crest Drive south, including the west half of the cul-de-sac, Cedar Crest Estates.

***Cedar Crest Drive***

The southern and west side of Cedar Crest Drive from Rouse Avenue east and south to the south line of lot 17, Cedar Crest Estates.

***Cedar Lane***

South side of Cedar Lane from 144 feet west of the intersection of Cedar Lane and Woodgate Terrace to 156 feet east of the intersection of Cedar Lane and Woodgate Terrace.

***Centennial Drive***

Both sides of Centennial Drive from South Broadway to Rouse.

***Cleveland Street***

South side of West Cleveland Street between Broadway and Olive Streets.

***College Avenue***

On the west side of South College Avenue between Forest Avenue and Martin Avenue.

***College Street***

The west side of College Street from its intersection with Jefferson Street to its intersection with Adams Street, during school days from 7:30 a.m. to 4:30 p.m.

***East Park Street***

On the south side of East Park Street from its intersection with the east edge of South Smelter Street east to the end of East Park Street.

***Elm Street***

West side of Elm Street between Lindburg and Ford.

West side of Elm Street from 14th to 15th.

East side of South Elm between East Washington and East Park.

East side of Elm Street between 13th Street and 14th Street.

East side of Elm Street from Ford Avenue to Hudson Street.

***English Street***

East side of English Street from its intersection with Ford Avenue south to its intersection with Union Street.

***Fairview Street***

East side of North Fairview Street between 9th and 10th Streets.

***Ford Circle***

Both sides of Ford Circle.

***Ford Avenue***

On both sides of Ford Avenue from Rouse to Broadway.

***Forest Street***

South side of Forest Street from Broadway to Walnut.

***Grand Oaks Court***

Both sides of Grand Oaks Court from Grand Oaks Drive north, including the cul-de-sac, Grand Oaks Estates 2nd Addition.

***Grand Oaks Drive***

Both sides of Grand Oaks Drive from Rouse Avenue west and north, including the cul-de-sac, Grand Oaks Estates Replat and Grand Oaks Estates 2nd Addition.

***Hobson Drive***

On both sides of Hobson Drive from its intersection with the south curb of Ford Avenue south a distance of 155 feet.

***Homer Street***

East side of Homer Street from Ford Street to Quincy Street.

West side of Homer Street from Twin Lakes Drive to Ford Street.

Both sides of the 1000 block of South Homer from its intersection with the 500 block of East Monroe south to its intersection with the 600 block of East Monroe.

West side of Homer Street from the pedestrian crosswalk at the intersection of Homer and Normal south 130 feet to the entrance of the parent drop off to George Nettels Elementary School.

***Industrial Street***

West side of Industrial Street from 13th Street to 14th Street.

***Jefferson Avenue***

On both sides of Jefferson Avenue a distance of 100 feet west from the west line of Broadway, and a distance of 100 feet east from the east line of Broadway.

On the south side of Jefferson between South Walnut Street and South Olive Street.

***Joplin Street***

Both sides of South Joplin from Lindburg Street to Centennial Drive.

East side of Joplin, commencing 100 feet south of the intersection of East Carlton and South Joplin, then north to the south line of the intersection of East Belleville and South Joplin.

Both sides of Joplin Street from 4th Street to Park Avenue.

West side of North Joplin Street from 4th Street to 20th Street.

Both sides of North Joplin from 20th Street to Atkinson Avenue.

***J.F. Kennedy Street***

On the west side of J.F. Kennedy Street from Ford Street to Hudson Street.

***Lincoln Park***

On the north side of the road extending from the east end of the parking lot adjacent to Jim Kelly ball diamond to Memorial Drive.

On the south side of ball park access road from the east end of the parking lot adjacent to Jim Kelly ball diamond to Memorial Drive.

***Lindburg Street***

North side of West Lindburg Street from its intersection with South Walnut Street to the first alley west of South Walnut Street.

***Locust Street***

West side of South Locust between East Lindburg Street and East Ford Street.

East side of South Locust Street from 2nd Street to Park Avenue.

West side of North Locust Street from its intersection with East 6th Street south to the northern entrance to City Parking Lot No. 7.

Both sides of North Locust Street between East 29th Street and the Wal-Mart parking lot.

West side of South Locust between East Lindburg Street and East Hudson Street.

West side of South Locust from the intersection of Lindburg Street south 180 feet.

***Mallory Court***

East side of Mallory Court from the intersection of 14th Street south 483 feet including the east half of the cul-de-sac.

***Martin Street***

South side of West Martin between Olive and College Streets.



**Memorial Drive**

South side of Memorial Drive (West 12th Street) from U.S. Highway 69 bypass to Georgia Street.

North side of Memorial Drive from Miles Street to the west entrance of the ball park access road.

South side of Memorial Drive from Catalpa Street to the band dome parking lot.

**Michigan Street**

East side of Michigan Street from 15th Street to 16th Street.

**Mill Road**

North side from 147 feet west of the intersection of Mill Road and Woodgate Terrace to 157 feet east of the intersection of Mill Road and Woodgate Terrace.

**Monroe**

On both sides of the 500 block of East Monroe from its intersection with Smelter Street east to its intersection with Homer Street.

South side of Monroe Street from Stilwell Street east to the dead end.

**Normal Street**

On the south side of Normal Street between south Homer Street and South Stilwell Street.

**North Highland Street**

On both sides of North Highland Street from its intersection with the south curb of East Fourth Street south a distance of 100 feet.

**Oak Ridge Circle**

Both sides of Oak Ridge Circle.

**Oak Ridge Road**

South side of Oak Ridge Road from the west side of the intersection of South Tucker Terrace and Oak Ridge Road west to the east side of the intersection of South Tucker Avenue and Oak Ridge Road.

Both sides of Oak Ridge Road from the intersection of Tucker Terrace east 115 feet.

**Olive Street**

East side of South Olive Street from the intersection of Olive Street and Quincy Street south 165 feet.

East side of South Olive Street between Cleveland and Walnut Streets.

West side of South Olive Street from Jefferson Street to Webster Street.

**Park Street**

South side of West Park Street between Broadway and College Streets.

**Pine Street**

East side of North Pine between 7th and 8th Streets.

Both sides of North Pine Street from 11th Street to 15th Street.

Both sides of Pine Street from the intersection of Quincy Street south 535 feet to a point 200 feet north of Carlton Street.

**Quincy Street**

On the north side of West Quincy Street from College Street to Catalpa Street.

On the south side of West Quincy Street from Catalpa to the U.S. 69 Highway bypass.

On both sides of West Quincy Street for a distance of 450 feet from the west right-of-way of Broadway.

On both sides of East Quincy Street from the east right-of-way of Broadway to the Rouse Street intersection.

**Rouse Street**

Rouse Street from 4th Street to Centennial Drive.

On both sides of North Rouse Street from East 4th Street north to north City limits.

**Scotty Drive**

The east side of Scotty Drive from 31st Street north, including the east half of the cul-de-sac, replat of lots 1, 2, 3, 4, 19, 20 and 21 Radell's Second Addition.

**Tanglewood Drive**

Both sides of Tanglewood Drive from the north intersection with Rouse Avenue south to the south intersections with Rouse Avenue, first replat of Tanglewoods.

**Tucker Avenue**

The east side of South Tucker Avenue from the south side of the intersection of Oakridge Road and South Tucker Avenue south a distance of 143 feet.

The west side of North Tucker Avenue from the south side of the intersection of North Tucker Avenue and East 4<sup>th</sup> Street to the north side of the intersection of North Tucker Avenue and East 10<sup>th</sup> Street.

***Tucker Terrace***

The west side of South Tucker Terrace from the north side of the intersection of South Tucker Terrace and Oak Ridge Circle to the north side of the intersection of South Tucker Terrace and Oak Ridge Road.

Both sides of South Tucker Terrace from the south side of its intersection with Ford Street south to the north side of the intersection with South Tucker Terrace and Oak Ridge Circle.

West side of South Tucker Terrace from the north side of its intersection with Oak Ridge Circle to the north side of its intersection with Oak Ridge Road.

***Victorian Drive***

On the west side of Victorian Drive and on the south side of Victorian Drive.

***Villa Drive***

South side from the west side of the intersection of Villa Drive and Victoria Drive west a distance of 271 feet.

***Walnut Street***

West side of North Walnut between 3rd Street and 9th Street.

West side of South Walnut for a distance of 30 feet North of South Walnut Street intersection with West Lindburg Street.

On the east side of South Walnut Street from Jefferson Street to Quincy Street.

Both sides of North Walnut Street from 15th Street to 20th Street.

On both sides of Walnut Street from Kansas Avenue, northwesterly to the fast alley running east and west thereof.

On the west side of Walnut Street from Euclid Avenue south to the east-west alley.

On the west side of Walnut Street from Kansas Avenue south to the first alley running east and west.

On the west side of former Walnut Street from Kansas Avenue north to the east-west alley.

***Warren Street***

On the west side of North Warren between 3rd Street and 4th Street.

***Washington Avenue***

On the south side of Washington Avenue beginning at the intersection of College Avenue and Washington Avenue and continuing for a distance of 280 feet to the east end of the Lakeside Elementary School drive-thru island.

South side of East Washington Street from Rouse Street west to the K.C.S. Railroad tracks.

**Windsor Circle**

On the east side of Windsor Circle and on the south side of Windsor Circle.

**Windsor Court**

The east side of Windsor Court from Windsor Drive south, including the east half of the cul-de-sac, Balkans' Addition.

**Woodgate Terrace**

The east side of Woodgate Terrace from the north side of the intersection of Mill Road and Woodgate Terrace north to the south side of the intersection of Cedar Lane and Woodgate Terrace.

**1st Street**

South side of 1st Street from Broadway Street to Pine Street.

North side of 1st Street from Broadway to Locust.

**3rd Street**

South side of 3rd Street from Pine Street to Walnut Street.

On both sides of West 3rd Street between North Olive Street and North College Street.

The north side of 3rd Street beginning at the alley lying between North Walnut and Olive Streets thence west to Olive Street.

South side of 3rd Street between Walnut Street west to the north-south alley.

The north side of 3<sup>rd</sup> Street between Georgia Street and Warren Street.

**4th Street**

On the outside perimeter of the street designated as 4th Street Circle.

On the north side of East 4th Street for a distance of 150 feet east of such East 4th Street's intersection with North Grand Avenue.

On both sides of East 4th Street between Lapham Street and Water Street.

**5th Street**

On the north side of east 5th Street from the southwest corner of lot 16, block 13, original town addition to the city east to Joplin Street.

**6th Street**

The north side of 6th Street between Elm Street and Locust Street.

The north side of 6<sup>th</sup> Street between North Short Street and North Stilwell Street.

**9th Street**

South side of 9th Street from Locust to first alley west of Locust.

**10th Street**

South side of East 10th Street between Broadway and Locust.  
Both sides of East 10th Street between Locust and Joplin Streets.  
Both sides of West 10<sup>th</sup> Street between Walnut and Catalpa Streets.

**14th Street**

South side of East 14th Street from Elm to Grand Streets.  
Within 100 feet of the intersection of Broadway and 14th Street on the east side of Broadway or the south side of 14th Street.

**18th Street**

North side of East 18th Street between Locust Street and Elm Street.

**19th Street**

North side of West 19th Street between Broadway Avenue and Walnut Street.  
North side of East 19th Street between Grand Street and Joplin Street.

**20th Street**

South side of East 20th Street from Locust Street which extends south of 20<sup>th</sup> Street to Michigan Street.  
On both sides of East and West 20th Street from a point 356 feet east of the east right-of-way line of Broadway Street west to the U.S. 69 Bypass.

**22nd Street**

On the north side of East 22nd Street from its intersection with the east edge of North Tucker Street to the west curb of North Rouse Street.

**23rd Street**

South side of West 23rd Street from North Pine (Walnut) Street west to the railroad right-of-way.  
Both sides of East 23<sup>rd</sup> Street from Broadway Street to Michigan Street.

**24th Street**

Both sides of the 100 Block of West 24th Street.

**27th Street**

Both sides of 27th Street from the east side of its intersection with Broadway Avenue to the west side of the intersection of 27th Street and Joplin Avenue.

**29th Street**

On either side of East 29th Street between North Joplin Street and North Broadway Street.

**Section 2.** This Ordinance shall take effect upon publication of its summary in the official City paper.

Adopted and approved by the Governing Body on this 28<sup>th</sup> day of September, 2021.

---

Mayor - Chuck Munsell

ATTEST:

---

Tammy Nagel - City Clerk

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** September 20, 2021

**SUBJECT:** Agenda Item – September 28, 2021  
Agreement for Construction Administration Services  
2022 Pittsburg CCLIP-SP 19 U 2388-01  
North Broadway Street (US 69B) / East 4<sup>th</sup> Street (K-126)

---

The City of Pittsburg has awarded the construction of the 2022 Pittsburg CCLIP Project on North Broadway Street (US 69B) and East 4<sup>th</sup> Street (K-126) to Heckert Construction Co., Inc., of Pittsburg, Kansas. The City will be responsible for the construction administration (inspection) services for the project. Staff recommends hiring Olsson, of Pittsburg, to perform the construction administration (inspection) for the project. Olsson has performed construction inspections for several of the City's past projects. Olsson's scope of services will be provided on a time-and-material basis for a fee not to exceed \$72,295.00. The Construction Administration Services will be paid from street sales tax for the project.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 28, 2021. Action being requested is to approve or disapprove staff's request and, if approved, authorize the Mayor to sign the agreement on behalf of the City.

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

Attachment: Agreement



## **MASTER AGREEMENT WORK ORDER**

This exhibit dated August 27, 2021 is hereby attached to and made a part of the Master Agreement for Professional Services dated November 28, 2017 between City of Pittsburg, KS ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

### **GENERAL**

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

### **PROJECT DESCRIPTION AND LOCATION**

Project will be located at: Pittsburg, Kansas

Project Description: City of Pittsburg, KS Mill and Overlay

### **SCOPE OF SERVICES**

Olsson shall provide the following services (Scope of Services) to Client for the Project:

This estimate is for 10 weeks of full time inspection while contractor is actively working on site. Olsson assumes being on-site for 10 hours per day 5 days per week with an hour drive time each way. If the contractor works outside of that timeframe, additional services will need to be negotiated. Olsson will be on-site during the time work is being performed. Olsson will communicate daily activities with the PM from both the city and Olsson. The testing will be performed by the inspector on-site. Olsson assumes 15 concrete tests will occur and we will make 5 cylinders per test. Olsson will also test the asphaltic concrete placed with a nuclear density gauge and will run a series of lab tests on the asphalt to perform quality assurance versus the standards and specifications. Olsson assumes 4 asphalt test sets being performed in the lab.

### **Phase 200 – Construction Administration Services**

Olsson shall perform the following construction administration services:

- Conduct a pre-construction meeting. Olsson will prepare and distribute minutes of the meeting.
- Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.
- Receive, log and review contractor submittals (i.e. shop drawings, cut sheets).
- Review contractor pay applications.



- Olsson will conduct a final walkthrough of the project. A “punch list” of deficiencies will be prepared and distributed.

### **Phase 300 – Construction Observation / Materials Testing Services**

Olsson will furnish a field services representative to provide full-time construction observation of the project. Olsson’s scope of services assumes that the full-time construction observation will require 50 working days (based on Contractor beginning work the week of 10/01/2021 and having the project ready for final completion by 07/01/2022). If Contractor’s schedule exceeds 50 working days, Olsson’s scope & fee will require amendment for the additional time. Olsson’s construction observer will operate in accordance with the authority described in ‘EJCDC Exhibit B’ regarding the Resident Project Representative, included in the Bid Documents.

Olsson will provide construction materials testing to verify the asphalt mix design as furnished in the field. Olsson’s scope assumes 5 sets of asphalt mix design verification testing. A mix design verification test set will consist of the following tests: Theoretical Maximum Specific Gravity (*\$180 per Test*), Asphalt Content by Ignition Oven (*\$175 per Test*), Sieve Analysis of Extracted Aggregates (*\$100 per Test*), Prep and density of Superpave Gyratory Compaction Specimens (*\$290 per Test*).

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client’s prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

### **SCHEDULE FOR OLSSON’S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date:           October 1, 2021  
Anticipated Completion Date:   July 1, 2022

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

#### **COMPENSATION**

Olsson's Scope of Services will be provided on a time-and-material basis not to exceed \$72,295.00.

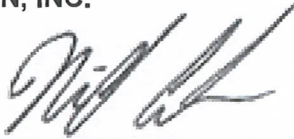
#### **TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Mr. Matt Bacon.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 306 N Broadway Street, Suite 175, Pittsburg, KS 66762. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By   
\_\_\_\_\_  
Nick Calton, Team Leader

By   
\_\_\_\_\_  
Brian Coomes, P.E., Project Engineer

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

**City of Pittsburg, KS**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

Attachments

Standard Labor Billing Rate Schedule  
Reimbursable Expense Schedule

Olsson Billing Rate Schedule  
2021 Labor Rates

<u>Description</u>	<u>Range</u>		
Principal	129.00	-	388.00
Project Manager	120.00	-	233.00
Project Professional	98.00	-	217.00
Assistant Professional	67.00	-	155.00
Designer	90.00	-	188.00
CAD Operator	54.00	-	119.00
Survey	52.00	-	166.00
Construction Services	43.00	-	233.00
Administrative/Clerical	41.00	-	159.00

**Note:**

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.



## 2021 Field Services Unit Rate Schedule

### Special Inspections and Construction Materials Testing Services

#### Testing Services (1 3-Hour Minimum)

Field Technician <sup>1</sup> .....	Hourly	\$55.00
Senior Technician <sup>1</sup> .....	Hourly	\$75.00
Structural Steel Technician .....	Hourly	\$85.00
Project Manager / Project Engineer .....	Hourly	\$120.00
Senior Engineer / Team Leader .....	Hourly	\$130.00
Administrative Assistant .....	Hourly	\$60.00

#### Equipment

Coring Equipment .....	Daily	\$145.00
Mobile Lab .....	Monthly	\$400.00

### Laboratory Testing Services

#### Soil and Aggregate Testing

Standard Proctor .....	Each	\$170.00
Atterberg Limits .....	Each	\$95.00
Modified Proctor .....	Each	\$205.00
Oversize Correction .....	Each	\$60.00
Gradation > 3/4" .....	Each	\$120.00
Mechanical Grain Size analysis (Sieves) .....	Each	\$100.00
Percent Fines Test (passing #200 sieve) .....	Each	\$60.00
Percent Moisture Test .....	Each	\$11.00

#### Construction Materials Testing

Compressive Strength – Concrete Cylinder .....	Each	\$19.00
Compressive Strength – Grout .....	Each	\$38.00
Compressive Strength – Mortar .....	Each	\$38.00
Flexural Strength – Concrete Beam .....	Each	\$62.00

#### Asphalt Testing

Asphalt Content by Ignition Method .....	Each	\$175.00
Preparation & Density of Superpave Gyratory Compaction Specimens (2pt) .....	Each	\$290.00
Sieve Analysis of Extracted Aggregates .....	Each	\$100.00
Theoretical Maximum Specific Gravity (Rice) .....	Each	\$180.00

#### Travel

Mileage (Portal to Portal) .....	Mile	\$0.75
Per Diem .....	Daily	\$135.00

#### Additional Notes

1. These Unit Fees are in effect until January 1, 2022. Services and fees not listed above will be quoted upon request.
2. Services provided on Saturday, Sunday, Holidays, and in excess of 8-hours/day will be charged at 1.5 times the unit fee.
3. Subcontracted services will be invoiced at our cost plus 20%.

## REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.56/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

\*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

**Total Project Fee**  
**PITTSBURG CCLIP**



Task No.	Task Description	Fee Estimate
1	Project Management	\$ -
2	Survey	\$ -
4	Bidding Phase	\$ -
5	Construction Administration	\$ 13,995
6	Construction Inspection	\$ 48,000
	Expenses (per attached Expense Schedule)	\$ 10,300
	<b>Total Project Cost (for tasks listed above)</b>	<b>\$ 72,295</b>







## TOTAL EXPENSES

## PROJECT AGREEMENT

**THIS AGREEMENT** is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the **City of Pittsburg, KS**, (hereinafter Subgrantee”), and the State of Kansas, Kansas Historical Society, State Historic Preservation Office, (hereinafter “SHPO”).

**WHEREAS**, the Subgrantee has applied for and been awarded a **\$4,500** Historic Preservation Fund grant from SHPO to undertake a project to **produce a walking tour brochure focused on the downtown commercial area of Pittsburg, KS, and;**

**WHEREAS**, the Historic Preservation Fund grant is funded by federal historic preservation funds appropriated by Congress to carrying out its National Historic Preservation Act, as amended; and,

**WHEREAS**, in order to receive the grant funds, the Subgrantee must carry out its project activities in accordance with the Secretary of the Interior’s *Standards and Guidelines for Archeology and Historic Preservation*; and,

**WHEREAS**, the Subgrantee shall follow all requirements in the “Historic Preservation Grants Manual” prepared by the National Park Service, and the “Historic Preservation Fund (HPF) Grant Guide” prepared by SHPO; and

**WHEREAS**, the Subgrantee shall follow the conditions and requirements governing National Park Service grants as outlined herein; and,

**WHEREAS**, the parties desire to enter an Agreement setting forth these and other requirements relating to the grant.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

### I. WORK TO BE PERFORMED

#### a. Schedule

Subgrantee shall not begin work under the terms of this Agreement prior to **September 1, 2021**, and Subgrantee shall complete, expend funds, submit products, and request final reimbursement by **July 31, 2022**. Requests for extensions must be made thirty days prior to that end date. The following dates shall be used as a guideline for submission of products:

<b>October 31, 2021</b>	<b>Submit contract with Photographer to SHPO for file</b>
<b>December 31, 2021</b>	<b>Submit draft brochure to SHPO for review and approval</b>
<b>February 28, 2022</b>	<b>Submit contract with Printer to SHPO for file</b>
<b>April 30, 2022</b>	<b>Final designs to the printer / printing of initial run of brochures</b>
<b>July 31, 2022</b>	<b>Submit completion report and all final products to SHPO</b>

#### b. Scope of Work

The Subgrantee shall use grant funds to implement the preservation activities identified below. The Subgrantee shall advise SHPO immediately of any problems that arise that impair its ability to meet its obligations under this Agreement.

The scope of work identified in this Agreement shall not be changed by the Subgrantee without prior written approval from SHPO. The Subgrantee shall conduct the project in following manner:

- (1) The Subgrantee will select historic properties and local sites to feature on the tour and will compile research in-house with assistance from local volunteers;
- (2) The Subgrantee will hire a photographer or will provide services in-house to professionally photograph chosen buildings and sites to be used in the production of the new tour brochure;
- (3) The Subgrantee will hire a consultant or contractor to design or will design in-house a brochure / booklet guiding visitors on the tour; and
- (4) The Subgrantee will provide regular monthly reports and a Completion Report as outlined in the *HPF 2020 Grant Products Manual*. The report shall be submitted within 30 days after the project work is completed.

c. Monthly Reports and Draft Submissions

The Subgrantee shall submit monthly reports to SHPO on the forms supplied by SHPO. Such reports shall be due on the tenth of the following month. Repeated failure to return monthly reports in a timely manner will jeopardize future grant funding. The Subgrantee shall provide a draft copy of any reports or publications to review before the final copy is prepared for submission or publication.

d. Project Spanning Two Fiscal Years

If parts of the grant project will be carried out during two federal fiscal years, the Subgrantee shall prepare a one-page progress report as of September 30 that covers both the project work and fiscal expenditures. Subgrantees are required to request reimbursement for all expenditures incurred in the first federal fiscal year no later than the following October 31.

## II. PROJECT ACCOUNTING AND PAYMENT

a. Total Project Cost

The total project cost is estimated to be **\$7,500.00**. Subgrantee shall be reimbursed 60% of project costs with grant funds, up to **\$4,500.00** ("federal share"). Subgrantee shall pay for the remaining 40% of project costs, and Subgrantee's match shall not be less than **\$3,000.00** ("Subgrantee's share").

b. Reimbursement Procedure

The federal funds shall be obtained by the Subgrantee by completing a discrete part of the project with its own funds, providing the products to SHPO and then requesting reimbursement for 60% of the cost. However, 10% of the federal funds requested will be withheld until satisfactory completion of all the Project Agreement conditions. No billing may be reimbursed at greater than 60%. The National Park Service requires that the costs of products which do not meet the relevant Secretary of Interior's *Standards* cannot be reimbursed.

c. **Project Budget**

	Match	In-Kind	Indirect	Federal	Total
<b>Salaries</b>					
<b>Administrator</b>	<b>2,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,000.00</b>
<b>Volunteers</b>	<b>0.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>
<b>Printing</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,500.00</b>	<b>4,500.00</b>
<b>Total</b>	<b>\$2,000.00</b>	<b>\$1,000.00</b>	<b>\$0.00</b>	<b>\$4,500.00</b>	<b>\$7,500.00</b>

No billing will be reimbursed without completion of one or more of the specific products described below along with documentation of the expenditures associated. The project products include:

- 1. One copy of the final brochure as PDF (submitted on disc, thumb drive, or via file sharing);**
- 2. A completion report including description of the methodology for this project.**

A maximum of **four thousand, five hundred dollars (\$4,500.00)** in federal funds shall be reimbursed upon SHPO receipt of and approval of the final products noted above and all completion report materials.

d. **Billing Frequency**

Billing shall be done as required by SHPO and must be directly related to the completion of a specified part or parts of the project with those products as listed above. Final payment will not be made by SHPO until the project reports and products have been turned in, examined, and found to meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*.

e. **Request for Reimbursement**

The Subgrantee shall file requests for reimbursement on forms furnished by SHPO and accompanied by copies of the vouchers, payroll records, and whatever other documents such as canceled checks, toll call records, copy records, etc., that are necessary to substantiate the costs. (See HPF Grant Guide, Chapter 4.)

f. **Documentation Required**

The Subgrantee shall furnish copies of all project source documents, such as contracts, vouchers, payroll records, time sheets, invoices, canceled checks, etc., to SHPO. This includes supporting documentation for the Subgrantee's share, including in-kind services, as well as for the expenditures of the federal share.

g. **SHPO's Responsibility**

SHPO assumes no fiscal responsibility to the Subgrantee other than to pass through historic preservation funds as available for the performance of the project work.

**III. PROJECT REPORTS**a. **Copies of Publications**

If any published documents are produced under the terms of this Agreement (such as public information pamphlets or walking tour brochures), the Subgrantee shall submit two copies of each to SHPO. Some of these may be provided in electronic format with SHPO approval.

b. Right of SHPO Use

SHPO reserves the non-exclusive right to use and reproduce maps, survey forms, photographs, and other materials submitted by the Subgrantee in carrying out SHPO's survey, planning, and public education responsibilities.

c. Acknowledgment of Federal Assistance

The assistance of the National Park Service, Department of the Interior, will be acknowledged in any reports, publications, audiovisual productions, project literature, and at all public meetings and programs where the project is discussed or explained. The acknowledgment may be written as follows:

The (activity) which is the subject of this (type of publication) has been financed in part with Federal funds from the National Park Service, a division of the United States Department of the Interior and administered by the Kansas Historical Society. The contents and opinions, however, do not necessarily reflect the view or policies of The United States Department of the Interior or the Kansas Historical Society.

d. Copyright

The Subgrantee is free to copyright any books, publications, audiovisual productions or other copyrightable materials developed because of this Agreement. However, any such copyrightable materials will be subject to a royalty free, nonexclusive, and irrevocable license throughout the world to SHPO and/or the United States Government to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

#### **IV. RECORD RETENTION AND AUDIT EXAMINATION**

a. Right of Access to Subgrantee's Records

The Subgrantee shall provide the right of access to any books, documents, papers, or other records which are pertinent to the Historic Preservation Fund grant to the Department of the Interior, the Comptroller General of the United States, the Kansas Historical Society or any of their duly authorized representatives to make an audit, examination, excerpts, or transcript.

b. Single Audit

The Subgrantee shall ensure that the federal funds received through this grant will be included in an audit base subject to the single audit requirements if required of the Subgrantee. Two copies of the audit results pertaining to this grant will be made available to SHPO upon completion of the audit.

c. Responsibility to Repay Improperly Used Funds

If an audit or other examination should produce findings that funds were improperly expended by the Subgrantee, the Subgrantee has the sole responsibility for repaying those funds.

d. Subgrantee to Provide Needed Fiscal Data

The Subgrantee shall provide SHPO such fiscal information as it may need for federal or state budgetary or reporting purposes.

e. Approval of Expenditures

The Subgrantee shall not incur expenses on this project other than those included in the project budget approved by SHPO. Budget amendments may be requested by the subgrantee, but all proposed changes must be approved in writing by SHPO before the expenses are incurred.

f. Financial Management System

The Subgrantee shall have in place a financial management system, which meets the standards of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance - 2 CFR Part 200).

g. Record Retainage

All project records must be retained by the Subgrantee for three (3) years from the date of submission of the final project completion report per 43 CFR 12.82.

## V. PROHIBITION OF LOBBYING

a. Federal Requirements

The Subgrantee shall comply with the provisions of 18 USC 1913: "No part of the money appropriated by any enactment of Congress shall; in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business." Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to HPF-assisted grants, either on a direct or indirect cost basis.

## VI. HIRING OF CONSULTANT

a. SHPO Approval Required

Any consultant or other person or entity hired to perform work under this grant shall be subject to the approval of SHPO and shall be qualified to do the work. Sub-contracting of any work performed under this Agreement must be approved in writing by SHPO.

b. Competitive Procurement

The Subgrantee shall provide SHPO with evidence that competitive procurement requirements for professional services and subcontracts have been met. The awarding of any contract to fulfill work under this grant shall be done competitively as required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). Reference also the Kansas HPF Grant Guide.

c. Conflict of Interest

No employee, officer, or agent of the Subgrantee shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award: (1) the employee, officer, or agent; (2) any member of his immediate family; (3) his or her partner; or (4) an organization which employs, or is about to employ, any of the above. The Subgrantee's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subgrant agreements. Grantees may set minimum rules where the financial interest is not deemed substantial or the gift is an unsolicited item of nominal intrinsic value.

d. Copeland Anti-Kickback Act

For any project involving construction or repair, all contracts and subgrants shall include a provision noting compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the National Park Service.

## VII. TERMINATION OF CONTRACT

a. Basis of Termination

Failure on the part of the Subgrantee to observe the conditions of this agreement, and by reference, the requirements of the grants manuals of the National Park Service and SHPO, shall constitute just cause for terminating the project and reassigning the federal funds to other projects. A complete stoppage of work without prior approval by SHPO shall be grounds for termination of the project.

b. Process for Close Out

Under either circumstance, the project would be closed out in accordance with the requirements of the "HPF Grant Guide."

## VIII. REGULATIONS COMPLIANCE

a. Civil Rights and Nondiscrimination

The Subgrantee shall make available to the public Title VI and Section 504 nondiscrimination information. The following language shall be used:

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of federal assistance should write to: Director, Office of Equal Opportunity, National Park Service, 1849 C Street, NWS, Washington, D.C. 20240

b. Additional Code of Federal Regulations Compliance

By signing this agreement, the Subgrantee agrees to abide by the requirements, as applicable, stated in the attached Grant and Cooperative Agreement between the United State Department of the Interior – National Park Service and the Kansas Historical Society (P20AF00021) dated June 6, 2020.

c. Kansas Executive Order 18-04 and Kansas Historical Society Sexual Harassment Policy

By signing this agreement, the Subgrantee agrees to abide by the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04.

## IX. KANSAS HISTORICAL SOCIETY HELD HARMLESS FROM CLAIMS AGAINST SUBGRANTEE

a. Claims are Responsibility of Subgrantee

The Subgrantee agrees that the SHPO and all of their officers, agents and employees shall not be liable for claims on account of personal bodily injuries or death or on account of property damages arising out of the work to be performed by the Subgrantee hereunder and resulting solely from the negligent acts or omissions of the Subgrantee, its agents, employees and subcontractors. Such claims may be pursued in accordance with the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 et. seq.

**X. AMENDMENT**a. Request

Either party may make a written request for changes to this Agreement.

b. Approval

Changes must be agreed to in writing by both parties.

**XI. CONTRACTURAL PROVISIONS ATTACHMENT AND APPENDIX II of 2 CFR 200**

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19) and the requirements of provisions in Appendix II of 2 CFR 200, which are attached hereto, are hereby incorporated in this contract and made a part thereof.

\_\_\_\_\_  
STATE HISTORIC PRESERVATION  
OFFICER

\_\_\_\_\_  
Signature of Authorized  
Representative of Subgrantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name and title of signatory

\_\_\_\_\_  
Date



State of Kansas  
 Department of Administration DA-146a  
 (Rev. 07-19)

### 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

**2. Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

**3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 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 it 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.

## Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. {Does not apply to this subaward due to amount of award.}

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. {Does not apply to this subaward. This is not required by the Historic Preservation Fund federal funding program.}

The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. {Does not apply to this subaward due to amount of award.}

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). {Does not apply to this subaward due to the amount of the award.}

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. {Does not apply to this subaward due to the amount of the award.}

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Central Service Area

10101 Hillwood Parkway  
Fort Worth, TX 76177

SENT VIA EMAIL

September 17, 2021

Mr. Bill Pyle  
Manager, Atkinson Municipal Airport  
City of Pittsburg  
201 West 4<sup>th</sup> Street  
Pittsburg, Kansas 66762

Dear Mr. Pyle:

Subject: Expiring Lease No. DTFACN-16-L-00104  
Succeeding Lease No. 697DCM-21-L-00054  
PTS Remote Communications Outlet (RCO)  
Pittsburg, Kansas

The Federal Aviation Administration's (FAA) Lease No. DTFACN-16-L-00104, providing space for the PTS Remote Communications Outlet (RCO) at Atkinson Municipal Airport expires on September 30, 2021. The FAA has an ongoing need to occupy the premises.

I have attached Succeeding Lease No. 697DCM-21-L-00054, providing space on the first floor of the Administration building, and space for a 30-foot antenna pole and junction box outside the building. As stated in the lease, the space will be provided at no cost to the Government.

Please have the lease signed by all parties, and return it as a PDF document to [jennifer.w.miller@faa.gov](mailto:jennifer.w.miller@faa.gov). When received, a fully executed lease will be returned to you for your records.

Should you have any questions or require additional information, please contact me at 817-222-4372 or [jennifer.w.miller@faa.gov](mailto:jennifer.w.miller@faa.gov).

Sincerely,

Jennifer W. Miller  
Real Estate Contracting Officer

Attachment

**ANTENNA & EQUIPMENT SPACE LEASE**

**Between**

**UNITED STATES OF AMERICA**

**DEPARTMENT OF TRANSPORTATION**

**FEDERAL AVIATION ADMINISTRATION**

**And**

**CITY OF PITTSBURG, KANSAS**

**LEASE NO: 697DCM-21-L-00054**

**PTS RCO**

**PITTSBURG, KANSAS**

**SECTION 6.1: OPENING**

**6.1.1 Preamble (09/2020)**

This Lease is hereby entered into by and between City of Pittsburg, Kansas, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the "Government". The terms and provisions of this Lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

For purposes of this Lease, the terms Contractor and Lessor and Contract and Lease are interchangeable with each other.

**6.1.2 Succeeding Contract (09/2020)**

This Real Estate Contract succeeds No. DTFACN-16-L-00104 and all other previous agreements between the parties for the property described in this document.

**6.1.3 Lease Witnesseth (09/2020)**

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

**6.1.4-1 Antenna/Equipment Space Description (09/2020)**

The Lessor hereby leases to the Government the following described premises which shall be related to the FAA's activities in support of Air Traffic Operations:

Approximately 21 square feet, more or less, on the first floor of the Administration building of Atkinson Municipal Airport, 3510 Airport Drive, Pittsburg, Kansas, 66762, and space for a 30-foot vertical non-tilt antenna pole near the building's northwest corner and an antenna junction box mounted to the exterior of the building adjacent to the pole, as shown on Floor Plan, identified as Exhibit "A," and Antenna Site, identified as Exhibit "B," attached hereto and made a part hereof.

**SECTION 6.2: TERMS**



#### **6.2.5 Term (09/2020)**

To have and to hold, for the term commencing on October 1, 2021 and continuing through September 30, 2026 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

#### **6.2.6-1 Consideration (No Cost) (09/2020)**

The Government shall pay the Lessor no monetary consideration in the form of rental. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

#### **6.2.7 Termination**

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

#### **6.2.14 Holdover (09/2020)**

If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

#### **6.2.16 Lessor's Successors (09/2020)**

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

### **SECTION 6.3: GENERAL CLAUSES**

#### **3.2.5-1 Officials Not To Benefit (09/2020)**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

#### **3.3.1-15A1 RE Assignment of Claims (09/2020)**

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign his rights to be paid under this lease. Required in all Real Estate Contracts except outgrants, MOAs, and perpetual easements.

### **6.3.6-1 Funding Responsibility for FAA Facilities (09/2020)**

The Lessor agrees that any and all Lessor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Lessor improvements or changes will be at the expense of the Lessor. In the event that the Lessor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Lessor will immediately correct the interference issues at the Lessor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Lessor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Lease Agreement.

### **6.3.8 Changes (09/2020)**

A. The RECO may at any time, by written order, make changes within the general scope of this Lease in any one or more of the following:

1. Work or services;
2. Facilities or space layout; or
3. Amount of space

B. If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the RECO shall modify this Lease to provide for one or more of the following:

1. An equitable adjustment in the rental rate;
2. A lump sum equitable adjustment; or
3. An equitable adjustment of the annual operating costs per occupiable square foot.

C. The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Contract Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

D. Absent such written change order, the Government shall not be liable to the Lessor under this clause.

### **6.3.10 Maintenance of Premises (09/2020)**

The Lessor will maintain the demised premises, including the building, grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. The Lessor must ensure that all hazards associated with electrical equipment are marked in accordance with the Occupational Safety and Health Administration (OSHA) requirements and National Fire Protection Association (NFPA) 70 electrical code.

### **6.3.16 Failure In Performance (09/2020)**

In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this Lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the Government on this Lease.



#### **6.3.17 No Waiver (09/2020)**

No failure by the Government to insist upon strict performance of any provision of this Lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

#### **6.3.18 Non-Restoration (09/2020)**

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Lease), the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this Lease, including any holdover period. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

#### **6.3.26 Damage By Fire or Other Casualty (09/2020)**

If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the Lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

#### **6.3.28 Interference (09/2020)**

Should there be interference with the Lessor's facility due to the FAA operations, the FAA shall correct the problem immediately. If the Lessor's facility interferes with FAA's equipment, then the Lessor will correct the problem immediately.

#### **6.3.29 Alterations (09/2020)**

The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, alterations or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.

#### **6.3.30 Hold Harmless (01/2021)**

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

#### **6.3.31 Default By Lessor (09/2020)**

Each of the following shall constitute a default by Lessor under this Lease:

A. If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time.

B. Failure to maintain, repair, operate or service the premises as and when specified in this Lease, or failure to perform any other requirement of this Lease as and when required, provided such failure which shall remain uncured for a period of time as specified by the RECO, following Lessor's receipt of written notice thereof from the RECO.

C. Repeated failure by the Lessor to comply with one or more requirements of this Lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

If default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part.

#### **6.3.32 Compliance with Applicable Laws (09/2020)**

The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.

#### **6.3.33 Covenant Against Contingent Fees (09/2020)**

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

#### **6.3.34 RE Anti-Kickback (09/2020)**

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

#### **6.3.36 Subordination, Nondisturbance and Attornment (09/2020)**

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this contract.



Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as the contractor may reasonably request to evidence further the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this contract.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

#### **6.3.39 Integrated Agreement (09/2020)**

This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Lease.

#### **6.3.43 Unauthorized Negotiating (09/2020)**

In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with anyone other than the RECO or his/her designee.

#### **6.3.44 Inspection (09/2020)**

The Government reserves the right, at any time after the Lease is signed and during the term of the Lease, to inspect the leased premises and all other areas of the building to which access is necessary, to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this Lease. The Government shall have the right to perform sampling and evaluation of suspected hazardous conditions.

### **6.3.45 RE Lease Contract Disputes (09/2020)**

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

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

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

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

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

## **SECTION 6.5: DESIGN & CONSTRUCTION CLAUSES**

### **6.5.22 Installation Of Antennas, Cables & Other Appurtenances**

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

## **SECTION 6.6: GENERAL BUILDING REQUIREMENTS & SPECIFICATIONS CLAUSES**

### **6.6.1 Doors (09/2020)**

Exterior doors must be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The Lessor must furnish the Government at least two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors must conform to NFPA Standard No. 80. As designated by the Government, doors must be equipped with non-removable hinge pins, and locks with 7-pin removable cores. The Government shall provide cores. Locks, locking arrangements and latches must be in accordance with local building and fire codes, as well as OSHA 29 CFR 1910.

## **SECTION 6.7: SERVICES, UTILITIES, & MAINTENANCE CLAUSES**



**6.7.1-1 Services and Utilities (09/2020)** Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.

- A. Electricity
- B. HVAC – 68 To 74 degrees Fahrenheit
- C. Snow Removal
- D. Ground Maintenance

## **SECTION 6.8: ENVIRONMENTAL & OCCUPATIONAL SAFETY & HEALTH CLAUSES**

### **6.8.4 Fall Protection (09/2020)**

The Lessor must ensure proper fall protection safety systems are in place for all work areas where Government personnel are required to perform work at four feet or more above the next lowest level on fixed ladders and within access points to elevated work areas in accordance with FAA Order 3900.19, FAA Occupational Safety and Health Program, 29 CFR 1910, Occupational Safety and Health Standards (General Industry), 29 CFR 1926 Subpart M, Safety and Health Regulations for Construction, and applicable regulatory required American National Standard Institute (ANSI) Standards. All such elevated work surfaces (platforms, catwalks, roofs, etc.) must have OSHA compliant guardrails, railings, toe boards and/or parapets where applicable to meet OSHA and ANSI requirements as referenced herein.

### **6.8.14 Warranty of Space (09/2020)**

The Lessor warrants that all space leased to the Government under this contract must comply with federal, state, and local regulations. The space lease is not limited to that set forth in this Lease, but which also shall include spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways).

## **SECTION 6.9: SECURITY CLAUSES**

### **6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (01/2021)**

CLAUSE:

(a) Definitions. As used in this clause--

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications

equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening.

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring



or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4 A 16.e.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4A.16.e. This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

#### 6.9.5-1 Covered Telecommunications Equipment or Services- Representations (01/2021)

PROVISION/CLAUSE:

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning per the clause 6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment”.

(b) *Procedures.* The Offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) *Representations.*

- (1) The Offeror represents that it        does, X does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it        does, X does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

#### 6.9.5-2 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (01/2021)

NOTE: The Offeror must not complete the representation at paragraph (d)(1) in this provision if the Offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in provision 6.9.5-1 Covered Telecommunications Equipment or Services – Representation (c)(1). Additionally, The Offeror must not complete the representation at paragraph (d)(2) in this provision if the Offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in provision 6.9.5-1 Covered Telecommunications Equipment or Services – Representation (c)(2).

PROVISION/CLAUSE:

(a) *Definitions.* As used in this provision--

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibitions.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or



service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Nothing in this prohibition will be construed to—

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to-

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The Offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it        will, X will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it        does X does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates "does".

(e) Disclosures. Disclosure for the representation in paragraph (d)(1) of this provision-  
If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;

- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision;

(2) For covered services

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the Offeror must provide the following information as part of the offer—

(3) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(4) For covered services

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**SECTION 6.10: CLOSING**

**6.10.1 Notices (09/2020)**

All notices/correspondence must be in writing, reference the Lease number, and be addressed as follows:

TO THE LESSOR:

City of Pittsburg  
Director of Public Works  
201 West 4<sup>th</sup> Street  
Pittsburg, Kansas 66762

TO THE GOVERNMENT:

Federal Aviation Administration  
Real Estate Branch, AAQ-920  
10101 Hillwood Parkway  
Fort Worth, Texas 76177

**6.10.3 Signature Block (09/2020)**

This Lease shall become effective when it is fully executed by all parties.

In witness whereof, the parties hereto have signed their names.

CITY OF PITTSBURG, KANSAS

By: \_\_\_\_\_  
Chuck Munsell  
Mayor

Date: \_\_\_\_\_

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

By: \_\_\_\_\_  
Jennifer W. Miller  
Real Estate Contracting Officer

Date: \_\_\_\_\_

**SECTION 6.11- ATTACHMENTS/EXHIBITS/SPECIAL STIPULATIONS**

Exhibit	Title	Date	Number of Pages
A	Floor Plan	9/17/2021	1
B	Antenna Site	9/17/2021	1

**CERTIFICATE OF AUTHORIZATION**

I, the undersigned, hereby certify that Chuck Munsell, who signed this instrument on behalf of the City of Pittsburg, Kansas, is in fact authorized to sign on behalf of the City of Pittsburg, Kansas by authority of its governing resolution, and is within the scope of its powers.

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

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

Signature: \_\_\_\_\_

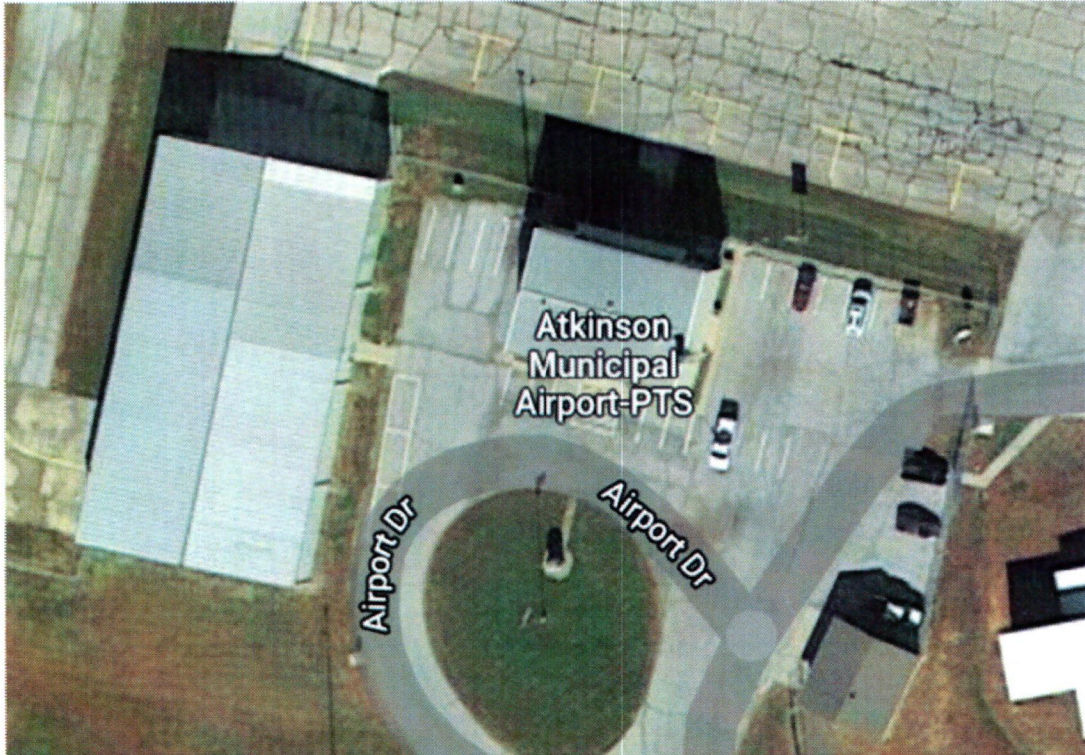
Date: \_\_\_\_\_

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





Exhibit B  
Antenna Site



VENDOR SET: 99 City of Pittsburg, KS  
BANK: \* ALL BANKS  
DATE RANGE: 9/08/2021 THRU 9/21/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK	VOID CHECK	V 9/10/2021			189735		
	C-CHECK	VOID CHECK	V 9/10/2021			189736		
1		SANTA FE TOW SERVICE	VOIDED					
1		SANTA FE TOW SERVICE	VOIDED					
	C-CHECK	SANTA FE TOW SERVICE	VOIDED V 9/10/2021			189751		94.00CR
	C-CHECK	VOID CHECK	V 9/10/2021			189757		
	C-CHECK	VOID CHECK	V 9/10/2021			189758		
	C-CHECK	VOID CHECK	V 9/10/2021			189759		

* * 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:	6 VOID DEBITS	0.00		
	VOID CREDITS	94.00CR	94.00CR	0.00
TOTAL ERRORS:	0			

VENDOR SET: 99	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			6	94.00CR	0.00	0.00
BANK: *		TOTALS:	6	94.00CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0094	BMO HARRIS BANK	D	9/15/2021			000000		165.00
0224	KDOR	D	9/08/2021			000000		10,551.13
0321	KP&F	D	9/17/2021			000000		47,940.57
0728	ICMA	D	9/17/2021			000000		772.50
1050	KPERS	D	9/17/2021			000000		38,869.89
5677	BANK OF AMERICA, INC	D	9/09/2021			000000		24.95
6415	GREAT WEST TANDEM KPERS 457	D	9/17/2021			000000		4,232.00
6952	ADP INC	D	9/17/2021			000000		8,573.37
7290	DELTA DENTAL OF KANSAS INC	D	9/10/2021			000000		2,571.22
7290	DELTA DENTAL OF KANSAS INC	D	9/17/2021			000000		2,400.74
7877	TRUSTMARK HEALTH BENEFITS INC	D	9/09/2021			000000		46,633.55
7877	TRUSTMARK HEALTH BENEFITS INC	D	9/16/2021			000000		16,053.21
8370	WEX HEALTH, INC.	D	9/17/2021			000000		5,242.03
8370	WEX HEALTH, INC.	D	9/20/2021			000000		17,278.40
2004	AIRE-MASTER OF AMERICA, INC.	E	9/13/2021			012804		17.22
5989	CASCO INDUSTRIES INC	E	9/13/2021			012805		1,915.50
8400	TK ELEVATOR CORPORATION	E	9/13/2021			012806		2,633.00
8432	WHISPERING PINES MHC LLC	E	9/13/2021			012807		4,320.00
8483	PRESTIGE FLAG	E	9/13/2021			012808		2,392.00
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	9/13/2021			012809		120.00
0046	ETTINGERS OFFICE SUPPLY	E	9/13/2021			012810		176.84
0087	FORMS ONE, LLC	E	9/13/2021			012811		846.86



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0112	MARRONES INC	E	9/13/2021			012812		52.66
0142	HECKERT CONSTRUCTION CO INC	E	9/13/2021			012813		6,740.78
0194	KANSAS STATE TREASURER	E	9/13/2021			012814		2,103.00
0455	LARRY BARRETT BODY * FRAME * T	E	9/13/2021			012815		4,239.55
0516	AMERICAN CONCRETE CO INC	E	9/13/2021			012816		1,028.70
0650	HOME CENTER CONSTRUCTION	E	9/13/2021			012817		94,873.03
0746	CDL ELECTRIC COMPANY INC	E	9/13/2021			012818		252.50
0753	COUNTY OF CRAWFORD	E	9/13/2021			012819		150.00
1238	SEWARD ELECTRIC, INC.	E	9/13/2021			012820		15,353.78
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	9/13/2021			012821		2,037.38
3668	MID AMERICA PROPERTIES OF PITT	E	9/13/2021			012822		909.83
4307	HENRY KRAFT, INC.	E	9/13/2021			012823		168.15
4603	KANSAS GOLF AND TURF INC	E	9/13/2021			012824		2,315.73
4618	TRESA LYNNE MILLER	E	9/13/2021			012825		646.09
5482	JUSTIN HART	E	9/13/2021			012826		70.00
7028	MATTHEW L. FRYE	E	9/13/2021			012827		400.00
7239	JERRY MILLER	E	9/13/2021			012828		800.00
7240	JAY HATFIELD CERTIFIED USED CA	E	9/13/2021			012829		546.68
7645	SEWARD RENTALS, LLC	E	9/13/2021			012830		500.00
7852	TRIA HEALTH, LLC	E	9/13/2021			012831		1,210.19
7904	MICHELLE MCCLURE	E	9/13/2021			012832		36.00
8246	BETHANY ANN BROOKS	E	9/13/2021			012833		544.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8325	FLEET FUELS LLC	E	9/13/2021			012834		513.00
0194	KANSAS STATE TREASURER	E	9/13/2021			012835		2,580.00
6524	ELLIOTT EQUIPMENT COMPANY	E	9/20/2021			012836		219.10
7567	MERIDIAN OIL & EQUIPMENT LLC	E	9/20/2021			012837		152.68
7791	C4 HOLDINGS LLC	E	9/20/2021			012838		126.00
8462	CENTRAL POWER SYSTEMS AND SERV	E	9/20/2021			012839		538.05
8478	BUSINESS TECHNOLOGY CAREER OPP	E	9/20/2021			012840		820.00
0044	CRESTWOOD COUNTRY CLUB	E	9/20/2021			012841		925.43
0046	ETTINGERS OFFICE SUPPLY	E	9/20/2021			012842		284.10
0054	JOPLIN SUPPLY COMPANY	E	9/20/2021			012843		1,936.65
0055	JOHN'S SPORT CENTER, INC.	E	9/20/2021			012844		429.00
0087	FORMS ONE, LLC	E	9/20/2021			012845		1,931.96
0101	BUG-A-WAY INC	E	9/20/2021			012846		160.00
0105	PITTSBURG AUTOMOTIVE	E	9/20/2021			012847		924.72
0112	MARRONES INC	E	9/20/2021			012848		108.15
0128	ASCENSION VIA CHRISTI HOSPITAL	E	9/20/2021			012849		550.00
0142	HECKERT CONSTRUCTION CO INC	E	9/20/2021			012850		4,788.12
0203	GADES SALES CO INC	E	9/20/2021			012851		1,283.20
0276	JOE SMITH COMPANY, INC.	E	9/20/2021			012852		160.47
0312	HACH COMPANY, INC	E	9/20/2021			012853		304.82
0317	KUNSHEK CHAT & COAL CO, INC.	E	9/20/2021			012854		1,981.52
0328	KANSAS ONE-CALL SYSTEM, INC	E	9/20/2021			012855		738.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0409	WISEMAN'S DISCOUNT TIRE INC	E	9/20/2021			012856		226.85
0478	VIETTI AUTO BODY INC	E	9/20/2021			012857		1,420.16
0516	AMERICAN CONCRETE CO INC	E	9/20/2021			012858		1,695.53
0577	KANSAS GAS SERVICE	E	9/20/2021			012859		533.06
0627	BOETTCHER SUPPLY INC	E	9/20/2021			012860		183.64
0709	PURVIS INDUSTRIES LLC	E	9/20/2021			012861		80.54
0746	CDL ELECTRIC COMPANY INC	E	9/20/2021			012862		444.74
0753	COUNTY OF CRAWFORD	E	9/20/2021			012863		150.00
0866	AVFUEL CORPORATION	E	9/20/2021			012864		21,245.73
1033	BOLLINGER GROUP, LLC	E	9/20/2021			012865		100.00
1299	STRUKELE ELECTRIC INC	E	9/20/2021			012866		7,933.20
1478	KANSASLAND TIRE #1828	E	9/20/2021			012867		440.25
1792	B&L WATERWORKS SUPPLY, LLC	E	9/20/2021			012868		7,645.05
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	9/20/2021			012869		111.90
2035	O'BRIEN ROCK CO., INC.	E	9/20/2021			012870		1,123.38
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	9/20/2021			012871		3,535.47
2582	DLT SOLUTIONS, LLC.	E	9/20/2021			012872		3,483.44
2767	BRENNTAG SOUTHWEST, INC	E	9/20/2021			012873		2,203.88
2921	DATAPROSE LLC	E	9/20/2021			012874		457.00
2960	PACE ANALYTICAL SERVICES LLC	E	9/20/2021			012875		4,681.00
3802	BRENNTAG MID-SOUTH INC	E	9/20/2021			012876		2,348.00
4354	LIFESTYLE LEASING INC	E	9/20/2021			012877		1,260.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 9/08/2021 THRU 9/21/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4603	KANSAS GOLF AND TURF INC	E	9/20/2021			012878		2,767.84
4621	JCI INDUSTRIES INC	E	9/20/2021			012879		2,413.00
5931	VOGEL HEATING & COOLING INC	E	9/20/2021			012880		4,650.00
6175	HENRY C MENGHINI	E	9/20/2021			012881		1,995.00
6389	PROFESSIONAL TURF PRODUCTS LP	E	9/20/2021			012882		590.58
6822	ELIZABETH BRADSHAW	E	9/20/2021			012883		144.86
6995	SUMMER WARREN	E	9/20/2021			012884		202.50
7240	JAY HATFIELD CERTIFIED USED CA	E	9/20/2021			012885		308.16
7284	TRANSYSTEMS CORPORATION	E	9/20/2021			012886		41,176.00
7629	EARLES ENGINEERING & INSPECTIO	E	9/20/2021			012887		19,485.38
7733	TROY GRAHAM	E	9/20/2021			012888		300.00
7839	VISION SERVICE PLAN INSURANCE	E	9/20/2021			012889		1,688.90
7906	ARNETT GLASS	E	9/20/2021			012890		771.28
8046	CONVERGEONE, INC.	E	9/20/2021			012891		1,225.00
8206	LINDE INC	E	9/20/2021			012892		3,132.97
8291	ELYSE MUSIL	E	9/20/2021			012893		40.00
8309	MISSISSIPPI LIME COMPANY	E	9/20/2021			012894		6,769.06
8325	FLEET FUELS LLC	E	9/20/2021			012895		126.44
8445	CHARLEY TAYLOR	E	9/20/2021			012896		300.00
8449	ENCORE ENERGY SERVICES, INC.	E	9/20/2021			012897		664.83
8457	PENSKE COMMERCIAL VEHICLES US,	E	9/20/2021			012898		903.52
8477	TROY KNUTSON	E	9/20/2021			012899		7,125.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 9/08/2021 THRU 9/21/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8484	NROUTE ENTERPRISE LLC	E	9/20/2021			012900		1,100.00
8490	FOLEY INDUSTRIES, INC.	E	9/20/2021			012901		3,383.04
0523	AT&T	R	9/10/2021			189734		9,541.16
4263	COX COMMUNICATIONS KANSAS LLC	R	9/10/2021			189737		89.66
4263	COX COMMUNICATIONS KANSAS LLC	R	9/10/2021			189738		100.44
4263	COX COMMUNICATIONS KANSAS LLC	R	9/10/2021			189739		84.79
4263	COX COMMUNICATIONS KANSAS LLC	R	9/10/2021			189740		672.83
4263	COX COMMUNICATIONS KANSAS LLC	R	9/10/2021			189741		339.55
4263	COX COMMUNICATIONS KANSAS LLC	R	9/10/2021			189742		23.50
8480	DETCO INDUSTRIES, INC	R	9/10/2021			189743		234.28
8370	WEX HEALTH, INC.	R	9/10/2021			189744		294.40
1108	EVERGY KANSAS CENTRAL INC	R	9/10/2021			189745		75.69
8479	GODFREY'S INDOOR SHOOTING AND	R	9/10/2021			189746		323.92
1	JMAC QOZ BUSINESS II, LLC	R	9/10/2021			189747		386,249.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	9/10/2021			189748		381.92
8421	LORI S. MESSER	R	9/10/2021			189749		7,500.00
0175	REGISTER OF DEEDS	R	9/10/2021			189750		20.00
1	SANTA FE TOW SERVICE	V	9/10/2021			189751		94.00
1	SANTA FE TOW SERVICE	VOIDED						
1	SANTA FE TOW SERVICE	VOIDED						
M-CHECK	SANTA FE TOW SERVICE	VOIDED	V	9/10/2021		189751		94.00CR
0188	SECRETARY OF STATE	R	9/10/2021			189752		25.00
7270	SECURITY 1ST TITLE, LLC	R	9/10/2021			189753		620.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 9/08/2021 THRU 9/21/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6377	SOUTHEAST KANSAS RECYCLING CEN	R	9/10/2021			189754		30.00
1	TREVOR HILL SOFTBALL TOURNEY	R	9/10/2021			189755		100.00
5589	CELLCO PARTNERSHIP	R	9/10/2021			189756		11,332.85
2876	CRAIG FARNSWORTH	R	9/17/2021			189771		241.50
1	ASHMORE, MATT	R	9/17/2021			189772		75.00
7856	BARDAVON HEALTH INNOVATIONS, L	R	9/17/2021			189773		300.00
5966	BERRY COMPANIES, INC.	R	9/17/2021			189774		1,037.90
6956	BSN SPORTS, INC	R	9/17/2021			189775		167.20
5857	CREATIVE PRODUCT SOURCING INC	R	9/17/2021			189776		1,093.54
0375	WICHITA WATER CONDITIONING	R	9/17/2021			189777		7.50
8209	DPC ENTERPRISES LP	R	9/17/2021			189778		1,408.00
1108	EVERGY KANSAS CENTRAL INC	R	9/17/2021			189779		2,827.21
6703	GT DISTRIBUTORS INC	R	9/17/2021			189780		1,490.68
8485	MATTHEW J. HESS	R	9/17/2021			189781		4,782.15
8482	JT CONSTRUCTION COMPANY	R	9/17/2021			189782		15,275.00
2877	KDHE - BUREAU OF WATER	R	9/17/2021			189783		20.00
8431	CHARLES KITCHIN	R	9/17/2021			189784		120.00
1	LOPEZ, GREG	R	9/17/2021			189785		139.97
8417	FRED LUNDIEN	R	9/17/2021			189786		75.00
1	MATLOCK, CYNTHIA	R	9/17/2021			189787		75.00
7697	MARTIN MEDINA	R	9/17/2021			189788		300.00
7938	ROSANO DEL PILAR MENDEZ	R	9/17/2021			189789		25.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8491	MISSOURI NAHRO	R	9/17/2021			189790		1,125.00
7392	ASSURECO RISK MANAGEMENT & REG	R	9/17/2021			189791		350.00
7480	RODGER PETRAIT	R	9/17/2021			189792		60.00
8487	ROADBUILDERS MACHINERY AND SUP	R	9/17/2021			189793		8,026.00
8486	SCBA SALES & RENTALS LLC	R	9/17/2021			189794		1,130.00
8375	TRASH HOG LLC	R	9/17/2021			189795		336.72
8201	ROGER CLEVELAND GOLF COMPANY I	R	9/17/2021			189796		1,287.87
8089	JORAN STOUT-MITCHELL	R	9/17/2021			189797		100.00
1	THOMAS, KRISTIN	R	9/17/2021			189798		75.00
1	TURNKEY DEVELOPERS, LLC	R	9/17/2021			189799		178,000.00
7808	TYLER BUSINESS FORMS	R	9/17/2021			189800		402.94
8430	EQUIPMENTSHARE.COM, INC	R	9/17/2021			189801		479.75

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	51	638,966.92	0.00	638,872.92
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	14	201,308.56	0.00	201,308.56
EFT:	98	331,420.62	0.00	331,420.62
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	94.00CR	94.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144 TOTALS:	164	1,171,602.10	0.00	1,171,602.10
BANK: 80144 TOTALS:	164	1,171,602.10	0.00	1,171,602.10
REPORT TOTALS:	164	1,171,602.10	0.00	1,171,602.10

Passed and approved this 28<sup>th</sup> day of September, 2021.

---

Chuck Munsell, Mayor

ATTEST:

---

Tammy Nagel, City Clerk





## Memorandum

**TO:** Daron Hall, City Manager

**FROM:** Blake Benson, Economic Development Director

**DATE:** September 22, 2021

**SUBJECT:** September 28, 2021 Agenda Item  
Arvest Bank debt subordination agreement

---

In 2018, the City issued a \$450,000 loan to P & L Development in support of the Silverback housing development. As Arvest Bank is the primary lender for the project, the bank 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.

Arvest Bank is increasing its loan amount by \$53,600 on lot 6 and \$40,800 on lot 9. The new mortgage amounts are \$260,000 for lot 6 and \$247,200 for lot 9. In order for the additional loan amounts to be made, Arvest is requiring that the City subordinate its loan to these additional amounts. The EDAC considered this updated subordination agreement on September 20, 2021, and recommended approval of the agreement.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 28, 2021. Action being requested is approval of the submitted subordination agreement and authorization for the Mayor to sign the appropriate documents.

Ch

**After recording to be returned to:**

Arvest Bank  
Attn: Jared Turnbull  
216 N. Broadway  
Pittsburg, Kansas 66762

**DEBT AND MORTGAGE SUBORDINATION AGREEMENT**

This Debt and Mortgage Subordination Agreement (“**Agreement**”) is executed and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (the “**Effective Date**”), by and among **ARVEST BANK**, an Arkansas banking association (“**Senior Creditor**”), **P & L DEVELOPMENT, LLC**, a Kansas limited liability company (“**Borrower**”), and **THE CITY OF PITTSBURG, KANSAS**, a Kansas municipality (“**Subordinated Lender**”).

**RECITALS:**

A. Pursuant to a Loan Agreement and Security Agreement dated November 19, 2018 by and between Subordinated Lender and Borrower, Subordinated Lender has extended a \$450,000 loan to Borrower (as amended, modified, extended or increased from time to time, the “**Subordinated Loan**”), as secured by a Second Mortgage from Borrower to Lender dated February 5, 2019 and recorded on February 21, 2019 in the records of the Register of Crawford County, Kansas as Document No. 0636-0514 (the “**Subordinated Mortgage**”), which also covers the Mortgaged Property.

B. Senior Creditor has the following loans outstanding to Borrower:

(i) A \$1,431,000 loan bearing Senior Creditor’s Loan No. 4412356 (the “**First Senior Loan**”), which Second Senior Loan is dated March 5, 2019 and is evidenced by a Promissory Note of such date and in such amount, together with additional loan documents of such date, and which Second Senior Loan is secured by a Mortgage (With Future Advance Clause) from Borrower to Senior Creditor dated March 5, 2019 and recorded on March 11, 2019 in the records of the Register of Crawford County, Kansas as Document No. 0636-0755 (the “**First Senior Loan Mortgage**”) covering the real property identified on Exhibit A hereto and all improvements thereon (the “**Mortgaged Property**”). Subordinated Lender subordinated its Subordinated Loan and security interest in the Mortgaged Property to Senior Creditor’s mortgage lien on the Mortgaged Property pursuant to a Debt and Mortgage Subordination Agreement dated as of July 9, 2019, which was recorded on July 22, 2019 in the records of the Register of Crawford County, Kansas as Document No. 0638-0568 (the “**First Subordination Agreement**”); and

(ii) A \$1,564,805 loan bearing Senior Creditor's Loan No. 2305840 ("**Second Senior Loan**"), which Second Senior Loan is dated November 5, 2020 and is evidenced by a Promissory Note of such date and in such amount, together with additional loan documents of such date, and which is secured by a Mortgage (With Future Advance Clause) from Borrower to Senior Creditor dated November 5, 2020 and recorded on November 23, 2020 in the records of the Register of Crawford County, Kansas as Document No. 0645-0517 (the "**Second Senior Loan Mortgage**") covering the Mortgaged Property. Subordinated Lender again subordinated its Subordinated Loan and security interest in the Mortgaged Property to Senior Creditor's mortgage lien on the Mortgaged Property pursuant to a Debt and Mortgage Subordination Agreement dated effective for all purposes as of November 15, 2020, which was recorded on July 21, 2021 in the records of the Register of Crawford County, Kansas as Document No. 0649-0305 (the "**Second Subordination Agreement**").

C. It is the intention of Senior Creditor, Subordinated Lender, and Borrower that the Subordinated Loan, all liens securing the Subordinated Loan, and claims for payment of the same shall be junior and subordinate to each of the First Senior Loan, the Second Senior Loan, and all other loans made by Senior Creditor and secured by all or any part of the Mortgaged Property, including, but not limited to the Third Senior Loan and the Fourth Senior Loan (each defined below and collectively referred to together with the First Senior Loan, Second Senior Loan and all other loans made by Senior Creditor secured by all or any portion of the Mortgaged Property as the "**Senior Loans**") and the liens created in favor Senior Creditor pursuant to all loan documents creating or securing the Senior Loans (such documents being referred to as the "**Senior Loan Documents**") and to any other additional, further indebtedness, future indebtedness, or renewals thereof or otherwise of Borrower to Senior Creditor.

D. The Subordinated Mortgage is intended to be subordinate to Senior Creditor's lien under each of the First Senior Mortgage and the Second Senior Mortgage and all mortgages securing the Third Senior Loan, the Fourth Senior Loan and any and all other Senior Loans (all such mortgages being collectively referred to as the "**Senior Mortgages**"), and as a condition to the extension of credit pursuant to the Third Senior Loan and the Fourth Senior Loan, Senior Creditor has required that Subordinated Lender and Borrower enter into a subordination agreement, pursuant to which Subordinated Lender agrees to subordinate any indebtedness owed to Subordinated Lender by Borrower and any liens securing the Subordinated Loan to the Senior Mortgages, the Senior Loans, and the interest of the Senior Creditor.

E. Borrower has requested, and Senior Creditor has agreed, to extend to Borrower two additional loans as follows:

(i) A \$260,000 loan bearing Senior Creditor's Loan No. \_\_\_\_\_ ("**Third Senior Loan**") for the further development of Lot 6 of the Mortgaged Property, which Third Senior Loan is dated \_\_\_\_\_, 2021 and is evidenced by a Promissory Note of such date and in such amount, together with additional loan documents of such date, and which is secured by a Mortgage (With Future Advance Clause) from Borrower to Senior Creditor dated \_\_\_\_\_, 2021 and

recorded on \_\_\_\_\_, 2021 in the records of the Register of Crawford County, Kansas as Document No. \_\_\_\_\_ (the “**Third Senior Loan Mortgage**”) covering the Mortgaged Property; and

(ii) A \$242,200 loan bearing Senior Creditor’s Loan No. \_\_\_\_\_ (“**Fourth Senior Loan**”) for the further development of Lot 9 of the Mortgaged Property, which Fourth Senior Loan is dated \_\_\_\_\_, 2021 and is evidenced by a Promissory Note of such date and in such amount, together with additional loan documents of such date, and which is secured by a Mortgage (With Future Advance Clause) from Borrower to Senior Creditor dated \_\_\_\_\_, 2021 and recorded on \_\_\_\_\_, 2021 in the records of the Register of Crawford County, Kansas as Document No. \_\_\_\_\_ (the “**Fourth Senior Loan Mortgage**”) covering the Mortgaged Property

F. Borrower and Subordinated Lender acknowledge that their execution of this Agreement is a condition to Senior Creditor having extended or extending the Third Senior Loan and the Fourth Senior Loan.

G. This Agreement is given in addition to the First Subordination Agreement and Second Subordination Agreement, and pursuant to the terms thereof, Subordinated Lender subordinates the Subordinated Debt to all indebtedness of Borrower to Senior Creditor as described herein, including, but not limited to, each of the First Senior Loan, the Second Senior Loan, the Third Senior Loan, the Fourth Senior Loan, and all other loans made by Senior Creditor to Borrower from time to time secured by all or any portion of the Mortgaged Property.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## **ARTICLE ONE** **DEFINITIONS**

1.1. **Definitions.** For all purposes of this agreement and wherever the same herein appear, the term:

(a) “**Subordinated Debt**” shall mean and include the principal of, interest on, and all other amounts owing in connection with, all duties, obligations and liabilities of Borrower to Subordinated Lender, or any successor, assign, transferee, person or entity in which Borrower, or any subsidiary thereof, owns a legal or beneficial interest, of every kind and description, whether direct or indirect, absolute or contingent, joint and/or several, due or to become due, now existing or hereafter arising, regardless of how they arise or by whatever agreement or instrument they may be evidenced, including but not limited to that certain Promissory Note of Borrower to Subordinated Lender dated November 19, 2018 for the principal sum of \$450,000.00, together with all amendments, modifications, restatements or renewals thereof.

(b) “**Senior Debt**” shall mean all principal, interest, fees, costs, expenses (including attorneys’ fees), liabilities, obligations and other amounts payable under or with respect to the Senior Loans (including, but not limited to, each of the First Senior Loan, the Second Senior Loan, the Third Senior Loan, the Fourth Senior Loan, and all other loans made by Senior Creditor to Borrower from time to time secured by all or any portion of the Mortgaged Property), and all other documents and instruments executed or delivered in connection therewith (collectively, the “**Senior Security Instruments**”), at any time and from time to time, and all amendments, modifications, renewals, extensions, increases substitutions or rearrangements of any of the foregoing.

## **ARTICLE TWO**

### **SUBORDINATION OF LIENS**

#### 2.1. Agreement for Subordination of Subordinated Debt and Subordinated Mortgage.

(a) Subordination of Subordinated Mortgage. Subordinated Lender agrees to, and hereby does, subordinate all of its right, title and interest in the Mortgaged Property and all other mortgaged property described in the Subordinated Mortgage to the lien(s) of the Senior Creditor under the First Senior Mortgage, the Second Senior Mortgage, the Third Senior Mortgage, the Fourth Senior Mortgage, and all other Senior Security Instruments. Subordinated Lender also subordinates all of its right, title and interest in and to such Mortgaged Property to the lien of Senior Creditor evidenced by any financing statements or assignments of rents and leases executed or authorized by Borrower in favor of Senior Creditor.

(b) Subordination of Subordinated Debt. The Subordinated Debt and any extensions, modifications, amendments, substitutions or refinances thereof is hereby made expressly wholly subordinate and junior to the Senior Debt whether now or hereafter outstanding to the extent and in the manner set forth in this Agreement. Each holder of Senior Debt and each holder of Subordinated Debt, whether now outstanding or hereafter created, incurred, assumed or guaranteed, shall be deemed to have acquired Senior Debt or Subordinated Debt, respectively, in reliance upon the provisions contained in this Agreement.

Notwithstanding the foregoing, until the Senior Debt is repaid in full, including payment of all outstanding principal, interest, late fees and other charges, only to the extent that such payments will not cause an Event of Default to occur under the Senior Loan Documents, Subordinated Lender may accept and retain scheduled payments of principal and interest on the Subordinated Debt, but no other payments of the Subordinated Debt; *provided*, that neither Borrower nor any obligor of the Subordinated Debt shall make any payment in respect of the Subordinated Debt, whether pursuant to the terms of the Promissory Note evidencing the Subordinated Debt or otherwise, upon acceleration or otherwise, and Subordinated Lender shall not accept any payment in respect of the Subordinated Debt, if at the time of such payment an Event of Default exists and continues under the Senior Loan Documents and Senior Lender has given Subordinated Lender written notice of such Event of Default, such notice has not been retracted by Senior Lender, and such Event of Default continues to exist as of the date of such payment to Subordinated Lender.

All payments or distributions upon or with respect to the Subordinated Debt that are received by Subordinated Lender in contravention of the foregoing, shall be received in trust for the benefit of Senior Lender, shall upon written request be segregated from other funds and property held by Subordinated Lender, and shall be forthwith paid over to Senior Lender in the same form as so received (with any necessary endorsement) to be applied to or held as collateral for the payment or prepayment of the Senior Debt.

(c) Subordination of Claims. Borrower and Subordinated Lender also agree any and all claims of Subordinated Lender against Borrower, now or hereafter existing, are, and shall be at all times, subject and subordinate to any and all claims, now or hereafter existing that Senior Lender may have against Borrower (including any claim by Senior Lender for interest accruing after any assignment for the benefit of creditors by Borrower or the institution by or against Borrower of any proceedings under the Bankruptcy Code, or any claim by Senior Lender for any such interest that would have accrued in the absence of such assignment or the institution of such proceedings).

2.2. Ratification and Affirmation of Existing Subordinations. Subordinated Lender does hereby ratify and affirm the terms and provisions of each of the First Subordination Agreement and Second Subordination Agreement and agrees that all Subordinated Debt is now and has been subordinated to each of the First Senior Loan and the Second Senior Loan and that all security interests of Subordinated Lender in the Mortgaged Property have been and continue to be subordinate to each of the First Senior Mortgage and the Second Senior Mortgage.

2.3. Application of Proceeds.

(a) Senior Creditor and Subordinated Lender agree that upon an Event of Default under any of the Senior Loan Documents existing past any applicable cure period, the proceeds of any sale, disposition, or other realization upon any Collateral shall be applied by the Senior Creditor in the following order of priority:

First: to the Senior Creditor, an amount equal to any unpaid expenses of such sale, disposition or other realization, all expenses, liabilities and advances incurred or made by the Senior Creditor in connection therewith and all reasonable attorneys' fees incurred in connection therewith;

Second: to the Senior Creditor, an amount equal to the unpaid principal, accrued interest, fees and other amounts payable with respect to the Senior Debt, whether or not then due and owing, including without limitation any costs and expenses of Senior Creditor and its representatives payable under the Security Instruments;

Third: to any other secured subordinated lender in accordance with Senior Creditor's agreement with such party, an amount equal to the unpaid principal, accrued interest, fees and other amounts payable with respect to such secured party's subordinated debt, whether or not then due and owing, including without limitation any costs and expenses of such subordinated secured party and its representatives payable under any documents or instruments relating to such creditor's subordinated debt;

Fourth: any surplus then remaining shall be paid to Borrower or its respective successors or assigns, to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct, including to Subordinated Lender if so directed.

(b) Nothing contained in this Section 2.3 shall be construed to entitle Subordinated Lender to receive any distributions contrary to the terms of the Subordinated Debt or applicable laws.

(c) As to Borrower nothing contained herein in this Section 2.3 shall be construed or shall constitute a waiver of any rights or a modification of any terms granted Borrower and set forth in the Security Instruments with respect to Senior Creditor.

2.4. No Commencement of Any Proceeding. Subordinated Lender disclaims any senior security interest in the Collateral, and the Subordinated Debt is secured only by the subordinate lien on the Collateral described herein. Subordinated Lender agrees that, so long as any of the Senior Debt shall remain unpaid, they shall not exercise any right, power or remedy with respect to the Collateral.

2.5. Limitation on Senior Creditor's Duties in Respect of Collateral. Senior Creditor shall not have any duty to Subordinated Lender as to any Collateral in its possession or control or in the possession or control of any of its agents or nominees, or any income thereon, or as to the preservation of rights against prior parties or any other rights pertaining thereto.

2.6. Insurance and Condemnation Proceeds. In the event Senior Creditor shall release or permit the use of (for the purposes of the restoration of all or any part of any improvements on the Collateral) either: (a) the proceeds under policies of insurance; or (b) any condemnation awards, or other compensation, made for any damages, losses or compensation for other rights by reason of a taking in eminent domain (such proceeds, awards, and other compensation being collectively called the "**Proceeds**"), then Subordinated Lender shall likewise for such purpose, release or permit the use of, all of its respective right, title and interest, if any, in and to all such Proceeds; *provided*, that Subordinated Lender hereby disclaims any interest in such Proceeds. Subordinated Lender further assigns and transfers to Senior Creditor all of Subordinated Lender's right, title, interest and claim, if any, in and to the Proceeds for so long as any of the Senior Debt remains unpaid. Subordinated Lender agrees that the Proceeds may be distributed and applied in the manner provided in the Loan Agreement and Security Instruments, which provisions shall govern and control any contrary provisions of the subordinated promissory note given by Borrower to Subordinated Lender for Subordinated Loan.

### **ARTICLE THREE**

#### **MISCELLANEOUS**

3.1. Rights of Subrogation. No payment or distribution to the Senior Creditor pursuant to the provisions of this Agreement shall entitle Subordinated Lender or any other holder of all or any portion of the Subordinated Debt to exercise any rights of subrogation in respect thereof until the Senior Debt have been paid in full.

3.2. Rights Concerning Loans. The rights of the Senior Creditor and the obligations of Subordinated Lender and any other holder of all or any portion of the Subordinated Debt under this Agreement shall remain in full force and effect until the Senior Loan and the Senior Debt shall be paid in full, irrespective of:

(a) any lack of validity or enforceability of the Promissory Notes or any of them evidencing the Senior Loan, the Senior Loan Documents, this Agreement, or any other Security Instrument;

(b) any change in the amount, manner, place or terms of payment or change or extension of the time of payment of or renewal or alteration of the Senior Debt in any respect, or any modification or amendment of any Security Instruments;

(c) sale, exchange, release or other dealings with all or any part of any property pledged or mortgaged by whomsoever at any time to secure the Senior Debt;

(d) any release of any guarantor to the extent liable or otherwise obligated for the Senior Debt;

(e) exercise or refrain from exercising any rights against Borrower and others;

(f) application of any sums, by whomsoever paid or howsoever realized, to the Senior Debt in any manner or order in Senior Creditor's sole discretion;

(g) any exchange, release or non-perfection of any interest in any of the Collateral securing the Senior Debt, or any release, amendment or waiver of or consent to departure from any guaranty for the Senior Debt; and

(h) any other circumstance or event that might otherwise constitute a defense available to, or a discharge of, Borrower in respect of the Senior Debt or Subordinated Debt, or Subordinated Lender in respect of this Agreement.

3.3 Evidence of Subordinated Debt. Subordinated Lender agrees that all Subordinated Debt that currently exists or may be hereafter acquired will be evidenced by either a promissory note(s) from Borrower to Subordinated Lender or an accounting entry on Borrower's books showing the account payable to Subordinated Lender, which shall be secured only on a subordinate basis to the Senior Debt.



3.4. Right of Assignment. This Agreement and the Senior Creditor's rights in and to the Senior Debt may be assigned by Senior Creditor in connection with any assignment or transfer of all or any part of the Senior Debt.

3.5. Books and Records. Borrower agrees to cause its books to show that Subordinated Debt is subordinated to the Senior Debt in the manner and to the extent set forth in this Agreement.

3.6. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with, and the rights of the parties shall be governed by, the internal laws of the State of Kansas and applicable federal laws.

3.7. Amendments. This Agreement shall not be changed orally but shall be changed only by agreement in writing signed by the party against whom such amendment is sought to be enforced. No course of dealing between the parties, no usage of trade and no parole or extrinsic evidence of any nature shall be used to supplement or modify any of the terms or provisions of this Agreement.

3.8. Partial Invalidity. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. Each waiver in this Agreement is subject to the overriding and controlling rule that it shall be effective only if and to the extent that: (a) it is not prohibited by applicable law and (b) applicable law neither provides for nor allows any material sanctions to be imposed against Senior Creditor for having bargained for and obtained it.

3.9. Pronouns; Interpretation. The pronouns used in this Agreement are in the masculine and neuter genders but shall be construed as feminine, masculine or neuter as occasion may require. "Subordinated Lender", "Senior Creditor", and "Borrower" as used in this Agreement include the heirs, devisees, executors, administrators, personal representatives, trustees, beneficiaries, conservators, receivers, successors, transferees and assigns of those parties. This Agreement shall not be construed more strictly against one party than the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Wherever the term "including" or a similar term is used in this Agreement, it shall be read as if it were written "including by way of example only and without in any way limiting the generality of the clause or concept referred to."

3.10. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to their subject matter and supersedes all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter. The parties acknowledge and agree there is no oral agreement between the parties that has not been incorporated in this Agreement.

3.11. Non-waiver. No delay or failure by Senior Creditor to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

3.12. Waivers by Subordinated Lender. Subordinated Lender and Borrower each hereby waive presentment, demand, protest, promptness, diligence, notice of acceptance and any other notice with respect to any of the Senior Debt, the Subordinated Debt or this Agreement, and further waive any requirement that Senior Creditor protect, secure, perfect or insure any security interest or lien or any property subject thereto, or exhaust any right or take any action against either Borrower, any other person or any collateral. No notice to or demand on Borrower or Subordinated Lender shall be deemed a waiver of any right of Senior Creditor to take further action without notice or demand.

3.13. Notice of Default. Subordinated Lender agrees to promptly notify Senior Creditor of any default or breach of any term or condition of any Subordinated Debt or any document evidencing or associated with the same. Senior Creditor agrees to promptly notify Subordinated Lender of any default or breach of any term or condition of any of the Senior Debt or any document evidencing or associated with the same.

3.14. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

3.15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

3.16. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, personal representatives, successors and assigns. Subordinated Lender shall not sell, assign, pledge, encumber or otherwise dispose of any Subordinate Debt unless such sale, assignment, pledge, encumbrance or disposition is made expressly subject to the terms and provisions of this Agreement and the transferee shall enter into an agreement with Senior Creditor acknowledging that it is bound by such terms and provisions. Nothing herein is intended or shall be construed to give any other person or entity any right, remedy or claim with respect to this Agreement, the Senior Debt or Subordinated Debt.

3.17. Recording. This Agreement shall be recorded in the records of the Register of Crawford County, Kansas to evidence the subordination of the Subordinated Mortgage, and the parties hereto hereby consent to such recording.

**[SIGNATURE PAGE(S) FOLLOW(S)]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

**SENIOR CREDITOR:**

**ARVEST BANK,**  
an Arkansas banking corporation

By: \_\_\_\_\_  
Jared Turnbull, Community Market President

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF CRAWFORD )

**ACKNOWLEDGMENT**

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **JARED TURNBULL**, to me personally well known, who stated that he is the Community Market President of **ARVEST BANK**, an Arkansas banking corporation, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said bank, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
(S E A L)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

**BORROWER:**

**P & L DEVELOPMENT, LLC,**  
a Kansas limited liability company

By: \_\_\_\_\_  
Mickey M. Vena, Managing Member

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF CRAWFORD )

**ACKNOWLEDGMENT**

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **MICKEY M. VENA**, to me personally well known, who stated that he is the Managing Member of **P & L DEVELOPMENT, LLC**, a Kansas limited liability company, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
(S E A L)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

**SUBORDINATED LENDER:**

**THE CITY OF PITTSBURG, KANSAS**

By: \_\_\_\_\_  
Chuck Munsell, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Nagel, City Clerk

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF CRAWFORD )

**ACKNOWLEDGMENT**

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **DAWN MCNAY and TAMMY NAGEL**, to me personally well known, who stated that they are the Mayor and City Clerk, respectively, of **THE CITY OF PITTSBURG, KANSAS**, and were duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said municipality, and further stated and acknowledged that they had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
(S E A L)

**EXHIBIT A**  
**MORTGAGED PROPERTY (REMAINING)**

Lots Numbered Six (6), Seven (7), Eight (8), Nine (9), Fourteen (14), and Seventeen (17) in Silverback Landing, a subdivision in a portion of Section 33, Township 30 South, Range 25 East of the 6th P.M., Crawford County, Kansas, according to the recorded Plat thereof.

---

**INTEROFFICE MEMORANDUM**

To: Daron Hall, City Manager  
From: Quentin Holmes, Director of Community Development and Housing  
CC: Tammy Nagel, City Clerk  
Date: September 23, 2021  
Subject: Resolution 1247: RHID

The Housing Needs Analysis conducted in 2014, the update drafted in October 2015, and the update from 2018 all call for the creation of new, moderate income housing within the City limits.

One of the barriers to the development of new housing is the cost of infrastructure; historically, the City has split the cost of such infrastructure with developers.

However, through Kansas Statute, our community is eligible to establish a Rural Housing Incentive District (RHID). Created in 1998, the RHID Act is a program designed to aid developers to build housing in rural communities. The RHID will capture 100% of the incremental increase in real property taxes (less the mills taken out for the school district) and reimburse those funds to the developer over a 25 year period.

Permitted uses for RHID reimbursement include the following:

- Certain land acquisition costs;
- Payment of relocation assistance;
- Site preparation;
- Sanitary and storm sewers and lift stations;
- Drainage conduits, channels, and levees;
- Street grading, paving, curbs, and gutters;
- Street lighting;
- Underground public and limited private utilities;
- Sidewalks; and
- Water mains and extensions.
- Upper story housing in Downtown Districts

The process for creating a RHID includes the following:

1. Conduct a Housing Needs Analysis; Completed 2014, Updated 2015, Updated 2018
2. Obtain County and School District support; Completed 2015

3. Designate potential development districts within city limits; Attachments D1-D5 and illustrate the designated parcels
4. Pass a Resolution formally adopting the identified parcels as the RHID.

Once the resolution is passed, staff will forward it, along with the Attachments (D1-D5 and maps illustrating proposed districts) along with amendments to Resolutions 1178 and 1238 to include all right of ways adjacent to such properties and Housing Needs Analysis, to the Kansas Department of Commerce to be reviewed and accepted by the Secretary.

After the Secretary accepts this RHID resolution, each future development project within the RHID will also be brought before the City Commission for approval prior to the beginning of construction.

Staff is recommending approval of the attached Resolution, along with the Attachments, establishing a RHID within our community. I am available to answer questions, should any arise.



(Published in The Morning Sun on October 8<sup>th</sup>, 2021)

THE CITY OF PITTSBURG, KANSAS  
RESOLUTION NO. 1247

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY

WHEREAS, K.S.A. 12-5241 et seq. (the "Act") authorizes any city incorporated in accordance with the laws of the state of Kansas (the "State") with a population of less than 40,000 located in a county with a population of less than 60,000 to designate rural housing incentive districts; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary Commerce of the State (the "Secretary") requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS if the Secretary agrees with such finding, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

WHEREAS, the City of Pittsburg, Kansas (the "City") has an estimated population of approximately 20,394, is located in Crawford County, which has an estimated population of 39,290, and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated July 18, 2014, as well as updates dated October, 2015, and June 2018 all of which are on file in the office of the City Clerk; and

WHEREAS, based on the Housing Needs Analysis, the Governing Body of the City proposes to commence proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED by the Governing Body of the City of Pittsburg, Kansas, as follows:

Section 1. The Governing Body hereby adopts and incorporates by this reference as part of this Resolution the Housing Needs Analysis and its updates, copies of which is on file in the office of the City Clerk, and based on a review of said Housing Needs Analysis and updates makes the following findings and determinations.

Section 2. The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers; and

Section 3. The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in such city; and

Section 4. The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to the future economic growth and development of the City; and

Section 5. The Governing Body finds and determines that the future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

Section 6. Based on the findings and determinations contained in Sections 2 through 5 of this Resolution, the Governing Body proposes to establish a Rural Housing Incentive District pursuant to the Act, within boundaries of the real estate legally described in Exhibit D1 and D5 attached hereto (the "District") and to amend Resolution(s) 1178 and 1238 to include all right of ways adjacent to such properties attached hereto.

Section 7. The City Clerk is hereby directed to publish this Resolution one time in the official City newspaper, and to send a certified copy of this Resolution to the Secretary of Commerce for the state of Kansas for the Secretary's review and approval.

Section 8. This Resolution shall take effect after its adoption and publication once in the official City newspaper.

APPROVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS, THIS 28th DAY OF SEPTEMBER, 2021.

APPROVED: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
THE CITY OF PITTSBURG, KANSAS

# Attachments D1 – D5: Legal Descriptions for RHID (map attached)

---

## **D1**

PITTSBURG TOWN CO 1ST ADDITION, BLOCK 5, Lot 13, 14

## **D2**

PITTSBURG ORIGINAL TOWN, BLOCK 9, Lot 269, 270.

## **D3**

PITTSBURG ORIGINAL TOWN, N1/2 LT 295, BLK 33.

## **D4**

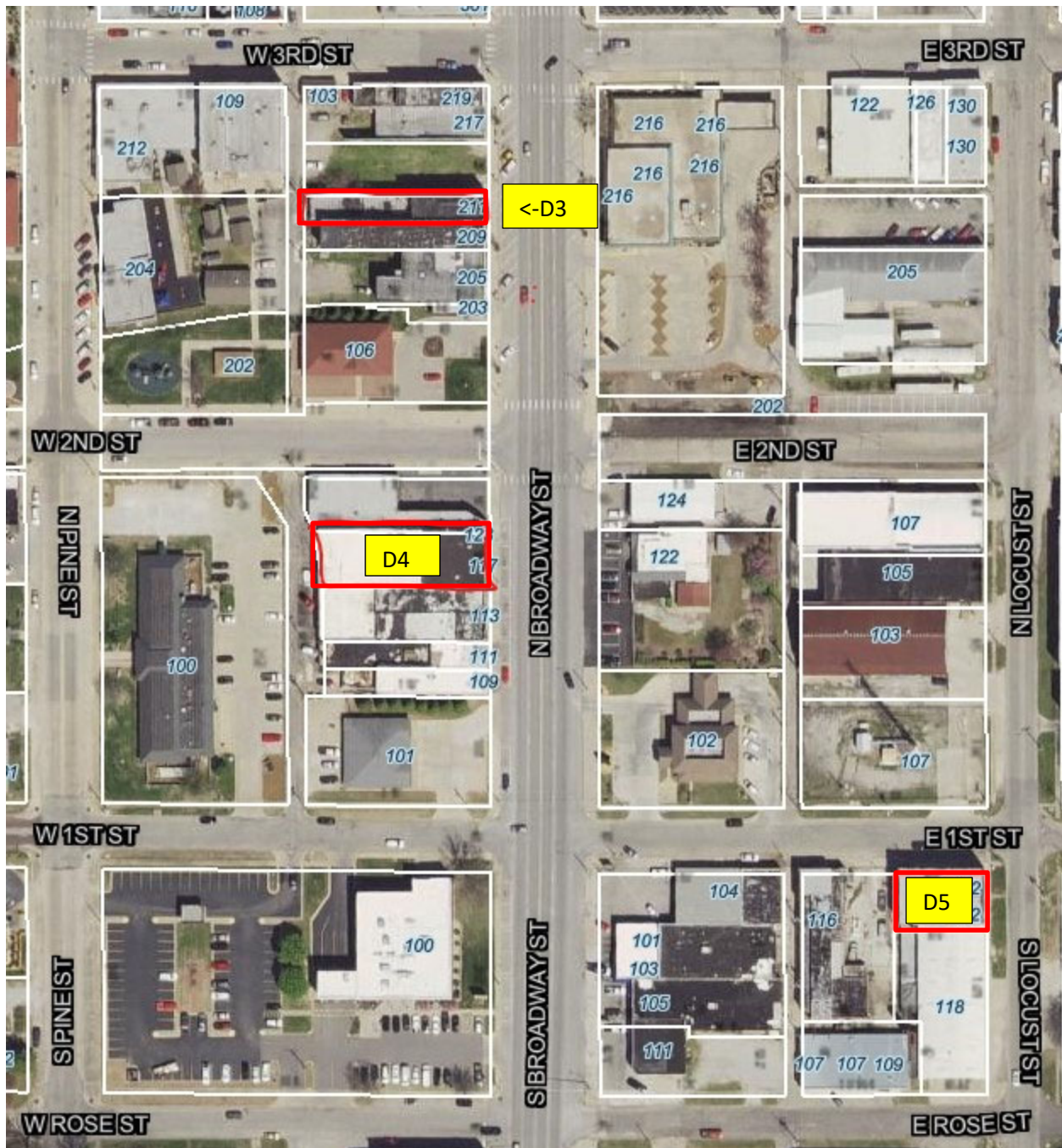
PITTSBURG ORIGINAL TOWN, LT 300, BLK 40, LESS ROW.

## **D5**

PITTSBURG ORIGINAL TOWN, E 85' LT 217 AND N 1' OF E 85' LT 218,  
BLK 46.







## Legal Descriptions for A1-A14 RHID

### A1

PINNACLE POINT LOTS 20-35

### A2

PINNACLE POINT LOTS 39-53

### A3

S33, T30, R25, Acres 27.7, SW $\frac{1}{4}$  SE $\frac{1}{4}$  AND PT SE $\frac{1}{4}$  SE $\frac{1}{4}$ , LYG W CRK, LESS W825' SW $\frac{1}{4}$  SE $\frac{1}{4}$  LESS ROW

### A4

S33, T30, R25, ACRES 23.6, W825' SW $\frac{1}{4}$  SE $\frac{1}{4}$ , LESS ROW

### A5

S21, T30, R25, ACRES 27.9, NW $\frac{1}{4}$  NE $\frac{1}{4}$ , LESS WILLIAMS ADD, LESS W 542.97' OF N 868.64', LESS ROW.

### A6

S21, T30, R25, ACRES 10.6, BEG 532.52' W AND 30' S NE COR NE $\frac{1}{4}$ , TH S 824, W 161.66, S 5, W 375, N 829(S), E 536.66, TO POB.

### A7

S28, T30, R25, ACRES 10.6, W 417.3' OF S 121.08' SW $\frac{1}{4}$  NE $\frac{1}{4}$  AND W 417.3' OF N 973' NW $\frac{1}{4}$  SE $\frac{1}{4}$ .

### A8

S28, T30, R25, ACRES 26, BEG 868.7'(S) S AND 50' W NE COR SE $\frac{1}{4}$ , TH SLY 180(S), SWLY ON CURVE 100(S), SWLY 540(S), NWLY 391.92, NLY 453, NWLY N 954(S), E 675(S), S 660(S), E 451(S), S 208.7(S), E 158, TO POB

#### A9

S05, T31, R25, ACRES 22.5, E1/2 NW1/4 SE1/4 & BEG NW COR NE1/4 SE1/4, TH E 223.49' (S), S 1317' (S), W 207.62' (S), N 1316.48' (S) TO POB, LESS BEG 32 4.53' W SE COR NW1/4 SE1/4, TH N 278.51', W 156.41', S 278.51', E 156.41' TO POB

#### A10

S04, T31, R25, ACRES 29.7, BEG 1229.53' E & 40' S NW COR NW1/4, TH NELY 19.82, E 903.49, SELY ALG W ROW KCS RR 1465(S), W 1060(S), N 498.92, NWLY 279. 93, SWLY 170.65, W 231.84, N 745(S), TO POB.

#### A11

KELLY ESTATES, ACRES 6.4, LT 3, LESS BEG SW COR LT 3, TH N 391.54, E 273.45, SELY 393.22, W 303.33, TO POB.

#### A12

KELLY ESTATES, ACRES 6.1, LT 1, LESS BEG NW COR LT 1, TH S 224.91, E 55.8, NWLY 236, W LY ALONG CURVE 30.77, TO POB.

#### A13

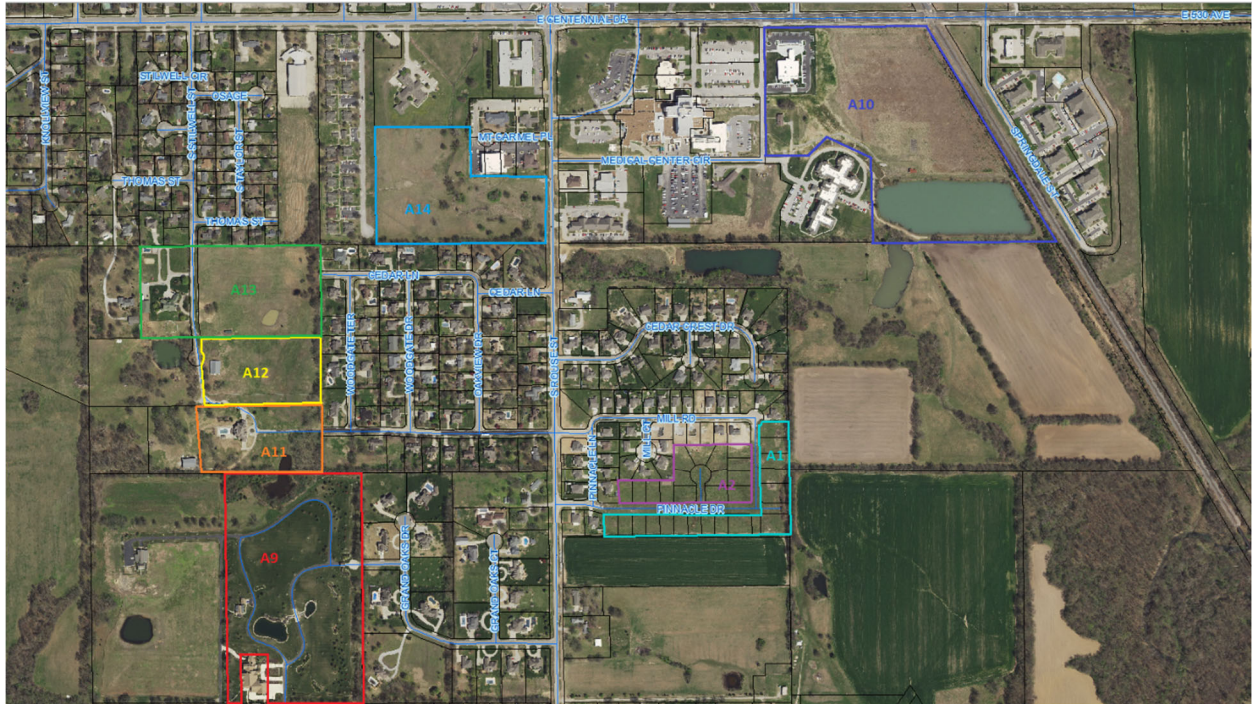
S05 , T31 , R25 , ACRES 12.1 , N 533' SW1/4 NE1/4, LESS W 300', LESS ROW.

#### A14

MEDICALODGES ADDITION, Lot 3, ACRES 12.3, LESS ROW

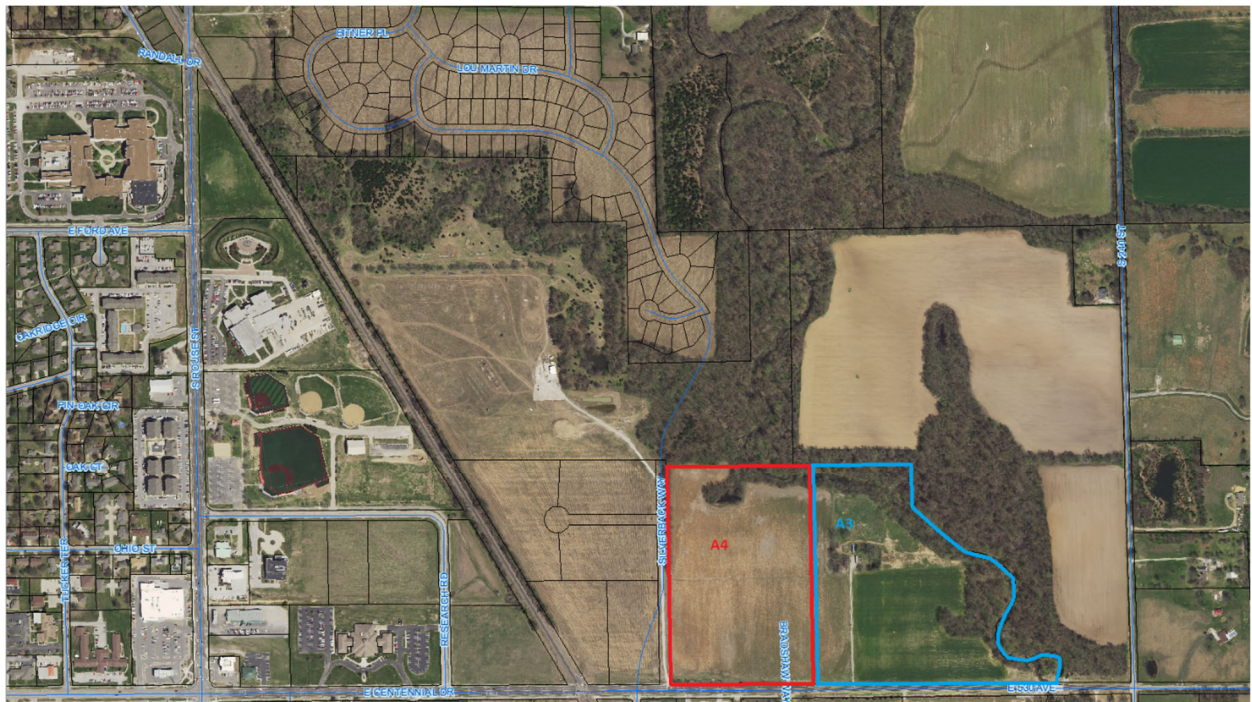


Map 1: A1,A2,A9, A10, A11, A12, A13, A14



Area located southeast Pittsburg near Ascension Via Christi

Map 2: A3, A4



Area located southeast Pittsburg off of East Centennial Dr near Silverback Landing Subdivision

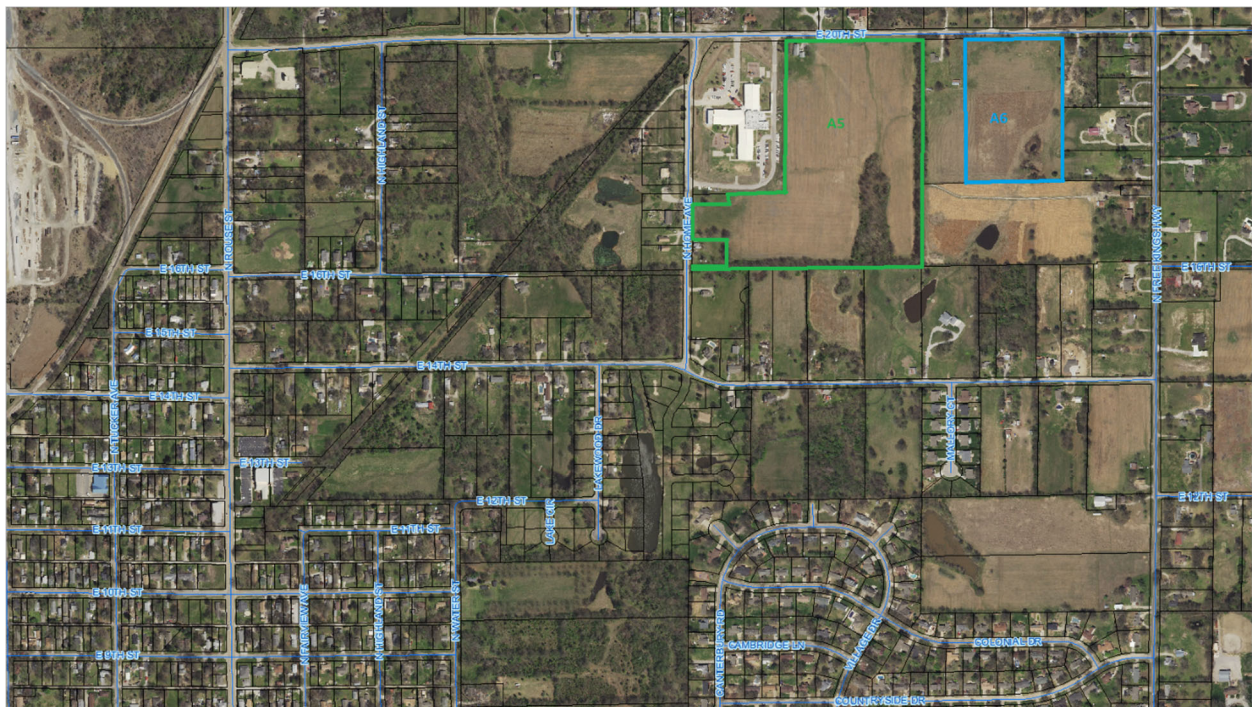


Map 3: A7, A8



Area East Pittsburg just south of Pittsburg High School

Map 4: A5, A6



# Attachments A1 – A55:

## Legal Descriptions for RHID

---

### A1

S33, T30, R25, Acres 130.6, S1/2 NW1/4, Less W 600' and E 300' of N 435.6'; N 1295.3' SW ¼, Lyg Nely KCS RR and W1/2 NW ¼ SE1/4, Less Row.

### A2

Legal1 ACME INVESTMENT CO SUBDIV, ACRES 8.1, E 773' LTS 13 THRU 15.

### A3

S28, T30, R25, ACRES 22.9, N 618' NE1/4 NW1/4 AND N 618' W1/2 NW 1/4 NE1/4, LESS E 200', LESS ROW.

### A4

S28, T30, R25, ACRES 32.3, NE1/4 NW1/4; W1/2 NW1/4 NE1/4, ALL LESS N 618', LESS E 200' LYG N & INCL ABAND BNRR ROW & N 206.16' OF W 417.3' SW1/4 NE1/4

### A5

S28, T30, R25, ACRES 57.2, SE1/4 NE1/4, LYG SWLY ABAND RR ROW; SW1/4 NE1/4, LESS W 417.3', LESS TR BEG 417.3' E NW COR SW1/4 NE1/4, TH E 361.5, S 361.5, W 361.5, N 361.5, LESS TR BEG 417.3' E AND 573.13' S NW COR SW1/4 NE1/4, TH E 639.62, S 204.31, W 639.62, N 204.31, TO POB; ALSO E 916.23' OF N 973' NW1/4 SE1/4.

### A6

S28, T30, R25, ACRES 50.9, SE1/4 NW1/4 AND S 1022.76' OF N 1228.92' OF W 417.3' SW1/4 NE1/4.

### A7

S28, T30, R25, ACRES 38.7, NE1/4 SW1/4.

### A8

S28, T30, R25, ACRES 33.9, SE1/4 SW1/4, LESS S 360' OF W 700'.

## **A9**

EASTPORT ACRES , ACRES 25.2 , BEG SW COR SE1/4, TH N 1342.22, E 828.35, S 1353.58, W 862.7, TO POB, LESS ROW. SECTION 28 TOWNSHIP 30 RANGE 25

## **A10**

S04, T31, R25, ACRES 43.8, E1/2 SW1/4, LESS S 313'(S) OF W 626.4', LESS DEER CREEK ESTATES SUBD, LESS ROW.

## **A11**

DEER CREEK ESTATES, Lots 31-41

## **A12**

S18, T30, R25, ACRES 32.7, NW1/4 SE1/4, LYG E ROW AND ALL SW1/4 NE1/4.

## **A13**

S18, T30, R25, ACRES 7.9, BEG 235' S AND 50' W NE COR SE1/4 NE1/4, TH W 1270(S), S 602(S), NELY 320, NELY 209, E 890(S), N 219, TO POB

## **A14**

S18, T30, R25, ACRES 6.9, BEG 651' S & 50' W NE COR SE1/4 NE1/4, TH S 35(S), W 180, S 157, W 1041, NELY 376.6, NELY 211.2, E 233

## **A15**

S18, T30, R25, ACRES 6.3, BEG 846.2' S & 900.13' W NE COR SE1/4 NE1/4, TH S 634.38, W 412.56, N 151.66, NLY 479.61 , E 378.77 TO POB & VAC RR ROW ADJ W SIDE OF SD TRACT.

## **A16**

S18, T30, R25, ACRES 1.7, BEG 1480.58' S & 900.13' W NE COR SE1/4 NE1/4, TH S 168.89, W 414.54, N 168.89, E 412.51, TO POB.

## **A17**

S18, T30, R25, ACRES 3.4, BEG 1649.47' S & 900.13' W NE COR SE1/4 NE1/4, TH S 346.03, W 418.7, N 346(s), E 414.54, TO POB.

## **A 18**

S18, T30, R25, ACRES 2.7, BEG 50' W AND 7.5' N NW COR LT 91, CRESTVIEW ADD, TH S 215(S), W 550, N 215(S), E 550, TO POB.

## **A19**

S16, T30, R25, ACRES 13.5, N 500' NW1/4 SW1/4, LYG E NEW ROUSE STR, LYG W RR ROW.

## **A20**

S16, T30, R25, ACRES 8.9, S 337' OF N 837' NW1/4 SW1/4, LYG E ROUSE STREET AND W RR.

## **A21**

S16, T30, R25, ACRES 5.3, S 408.8' OF N 1245.4' NW1/4 SW1/4, LYG W ROW, LESS N 243.4' OF W 443.12'.

## **A22**

S16, T30, R25, ACRES 2.3, BEG 837' S NW COR NW1/4 SW1/4, THE 443.12, S 243.4, W 443.12, N 243.4, TO POB, LESS ROW.

## **A22**

PERRYS SUBDIV SW/4 SEC 16, ACRES 4.4, ALL BLK 3 AND TR BEG 102.8' S NW1/4 SW1/4, LYG E ROUSE STR AND W RR ROW. IN SEC 16 TWP 30 RNG 25

## **A23**

PERRYS SUBDIV SW/4 SEC 16, ACRES 1.8, BLK 4, LESS S 150'.

## **A24**

PERRYS SUBDIV SW/4 SEC 16, ACRES 6.1, ALL BLKS 11 & 12, & BLK 9, LESS N 230', & VAC ALLEYS & STREETS ADJ TO SAID BLKS.

## **A25**

PERRYS SUBDIV SW/4 SEC 16, ACRES 4.9, BLK 13, S 100' BLKS 7 & 8, & VAC STREETS & ALLEYS ADJ & WITHIN SAID BLKS.



## **A26**

LAKEWOOD OAKS ADDITION REPLAT, Lots 3-14

## **A27**

BELLEPLAINE ADDTN 2ND FILING, ACRES 4.5, S 300' LTS 13 THRU 17, BLK 5, & VAC ALLEY ADJ LT 15

## **A28**

PERRYS SUBDIV SW/4 SEC 16 , ACRES 2.3 , ALL BLK 8, LESS S 100', & E1/2 ADJ VAC JONES ST., W1/2 ADJ VAC HIGHLAND ST. & N1/2 ADJ VAC ALLEY.

## **A29**

PERRYS SUBDIV SW/4 SEC 16 , ACRES 2.3 , BLK 7, LESS S 100', & E1/2 ADJ VAC HIGHLAND ST.

## **A31**

BELLEPLAINE ADDTN 2ND FILING, ACRES 1.6, E1/2 LT 19 AND ALL LT 20, BLK 5.

## **A32**

BELLEPLAINE ADDTN 2ND FILING, BLOCK 5, Lot 21, ACRES 1.0

## **A33**

BELLEPLAINE ADDTN 2ND FILING, BLOCK 5, Lot 22 , ACRES 1.0

## **A34**

LAKEWOOD OAKS ADDITION REPLAT, Lot 34-61

## **A35**

BRALEYS SUBDIVISION, Lot 10, ACRES 4.8

## **A36**

BRALEYS SUBDIVISION, Lot 11, ACRES 4.8

## **A37**

BRALEYS SUBDIVISION, Lot 12, ACRES 4.8

### **A38**

BRALEYS SUBDIVISION, Lot 14, ACRES 4.8

### **A39**

BRALEYS SUBDIVISION, Lot 15, 16, ACRES 4.1

### **A40**

BRALEYS SUBDIVISION, Lot 17, ACRES 5.3

### **A41**

RAYMONDS SUBDIV SE/4 SEC 21 , ACRES 9.9 , LT 1, LESS TR BEG 204' W NE COR, TH S 88, W 169.5, N 88, E 169.5, TO POB.

### **A42**

Legal1 RAYMONDS SUBDIV SE/4 SEC 21, Lot 2, ACRES 10

### **A43**

CHAPLIN PLACE ADDITION, ACRES 2.0, ALL LTS 26 THRU 44, BLK 6 AND N1/2 VAC 26TH ST ADJ SD LTS.

### **A44**

Legal1 CHAPLIN PLACE ADDITION, ACRES 1.8, ALL LTS 1 THRU 17, BLK 7 AN Legal2 D S1/2 VAC 26TH ST ADJ SD LTS.

### **A45**

S17 , T30 , R25 , ACRES 2.5 , BEG 10' W SE COR NW1/4, TH N 104.8 5, W 199.75(S), N 104, W 652.75, S 208.85, E 618, TO POB.

### **A46**

S17, T30, R25, ACRES 2.7, BEG 209.81' N AND 275.18' W SE COR SE1/4 NW1/4, TH W 559.54', N 208.39', E 563.1', S 208.57' TO POB.

### **A47**

S17, T30, R25, ACRES 2.7, BEG 440' W SE COR NE1/4 NW1/4, TH N 343.91, W 322.8, S 343.91, E 322.8, TO POB.

**A48**

SNYDER SUBDIV NW/4 SEC 17, Lot 9, 10

**A49**

KIRKWOOD SUBDIV NW/4 SEC17, Lot 7 - 10, ACRES 2

**A50**

SNYDER SUBDIV NW/4 SEC 17, Lot 8

**A51**

SNYDER SUBDIV NW/4 SEC 17, Lot 7

**A52**

RADELLS 2ND ADDITION, ACRES 3.6, ALL LTS 5, 6, 17, & 18

**A53**

S28, T30, R25, Acres 1.3, BEG 50' S NW COR NE1/4 NW1/4, THE 288.5', S 200', W 288.5', N 200' TO POB, LESS ROW.

**A54**

T.T. PERRYS 1ST ADDITION , BLOCK 4 , Lot 1 - 24 , ACRES 1.9

**A55**

T.T. PERRYS 1ST ADDITION , ACRES 1.7 , ALL LTS 4 THRU 23 & N 100' LT 24, BLK 5



# Attachments B1 – B12: Maps of RHID properties

---

B1:

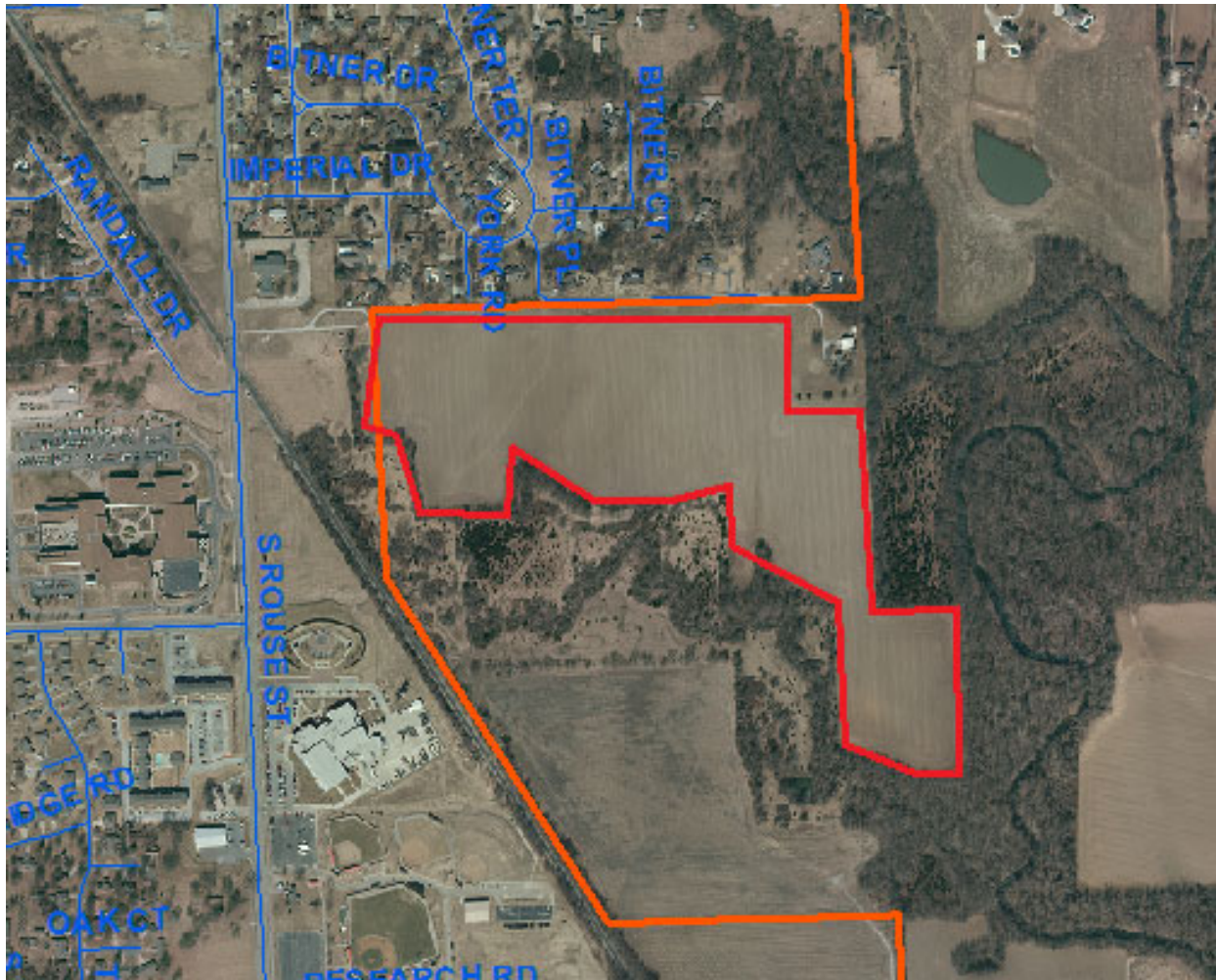


Figure B1 - East of Rouse, South of Quincy, North of Centennial

B2:

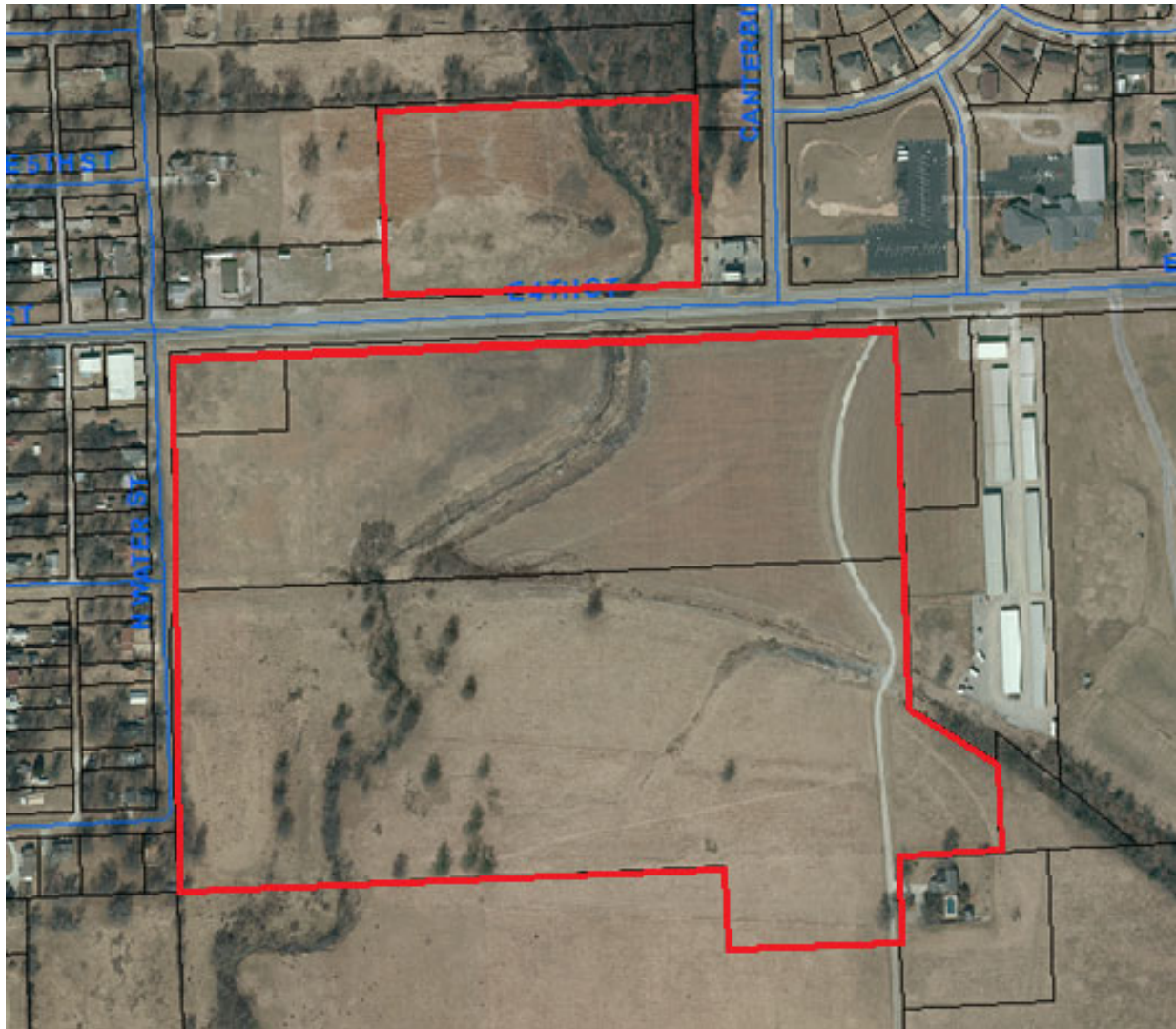


Figure B2 - East 4th Street, North and South of the road, just east of Water Street, west of the High School



B3:

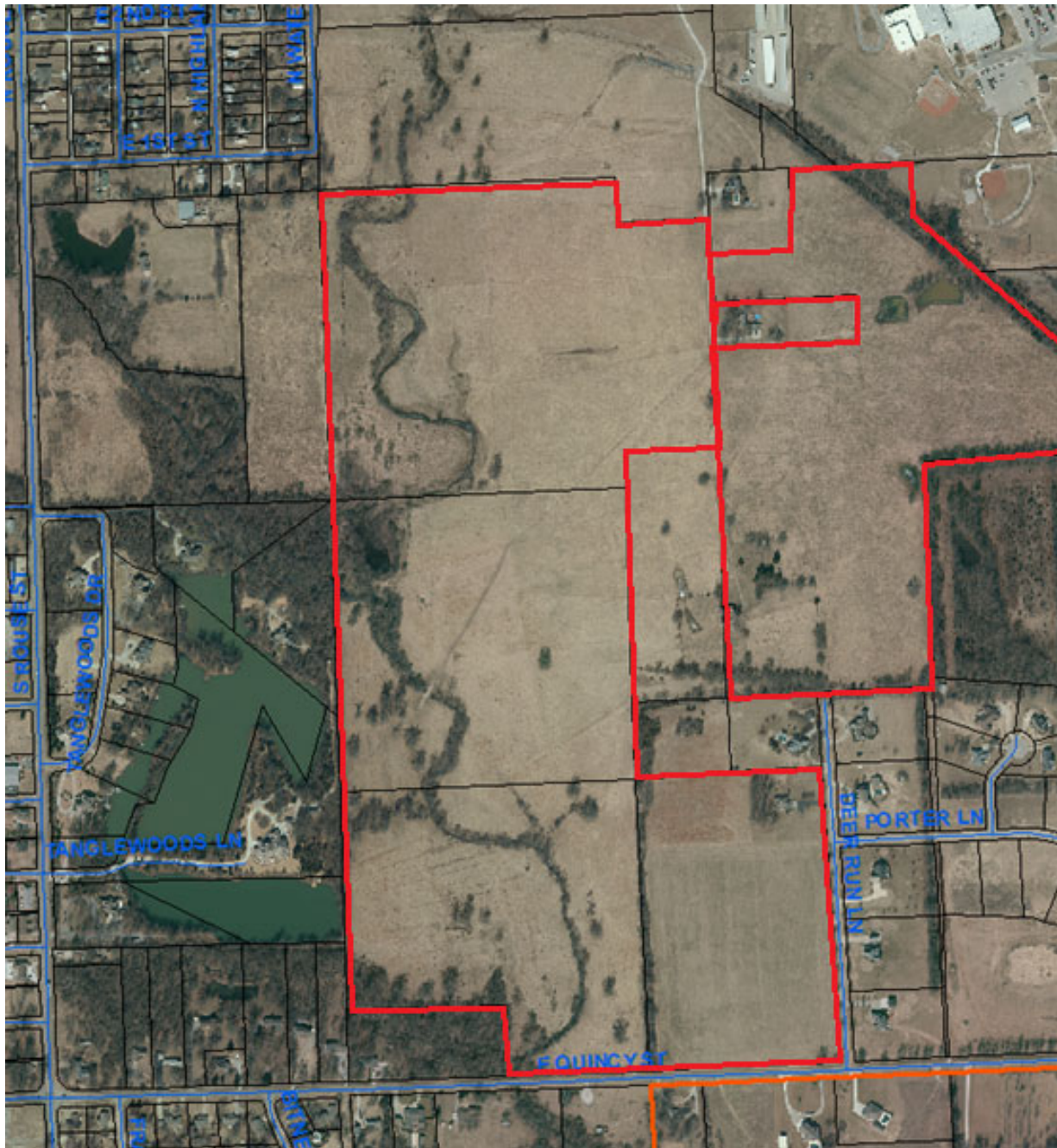


Figure B3 - East of Rouse, between 4th Street and Quincy

B4:

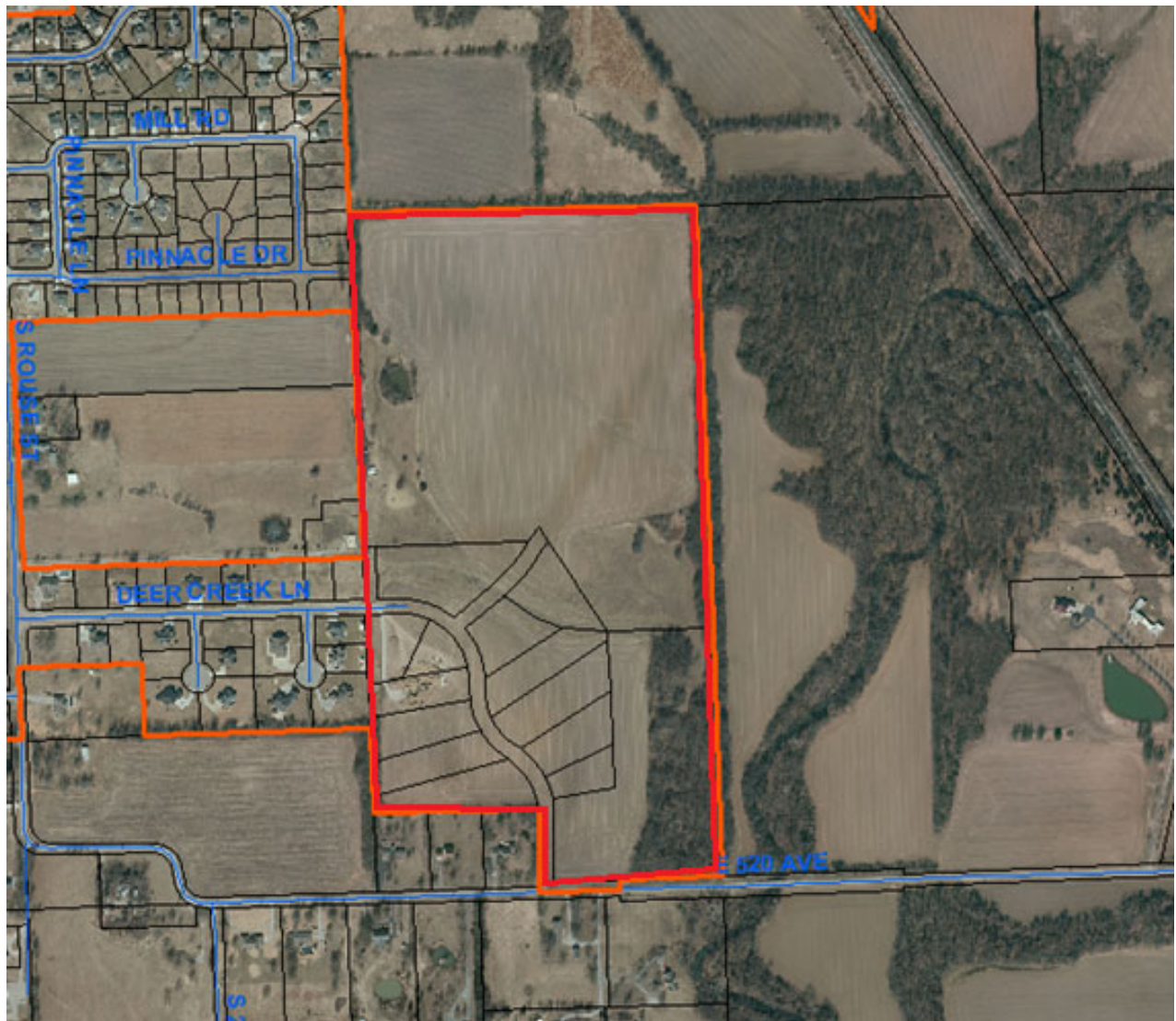


Figure B4 - East of Rouse, north of E. 520th



B5:



Figure B5 - East of Walnut, South of the Home Depot, East of US 69 Highway



B6:



Figure B6 - East of N. Rouse, between 20th street and 27th street

B7:



Figure 7 - West of Rouse, north of 21st Street



B8:



Figure B8 - North of Countryside Addition, South of Meadowlark Elementary



B9:

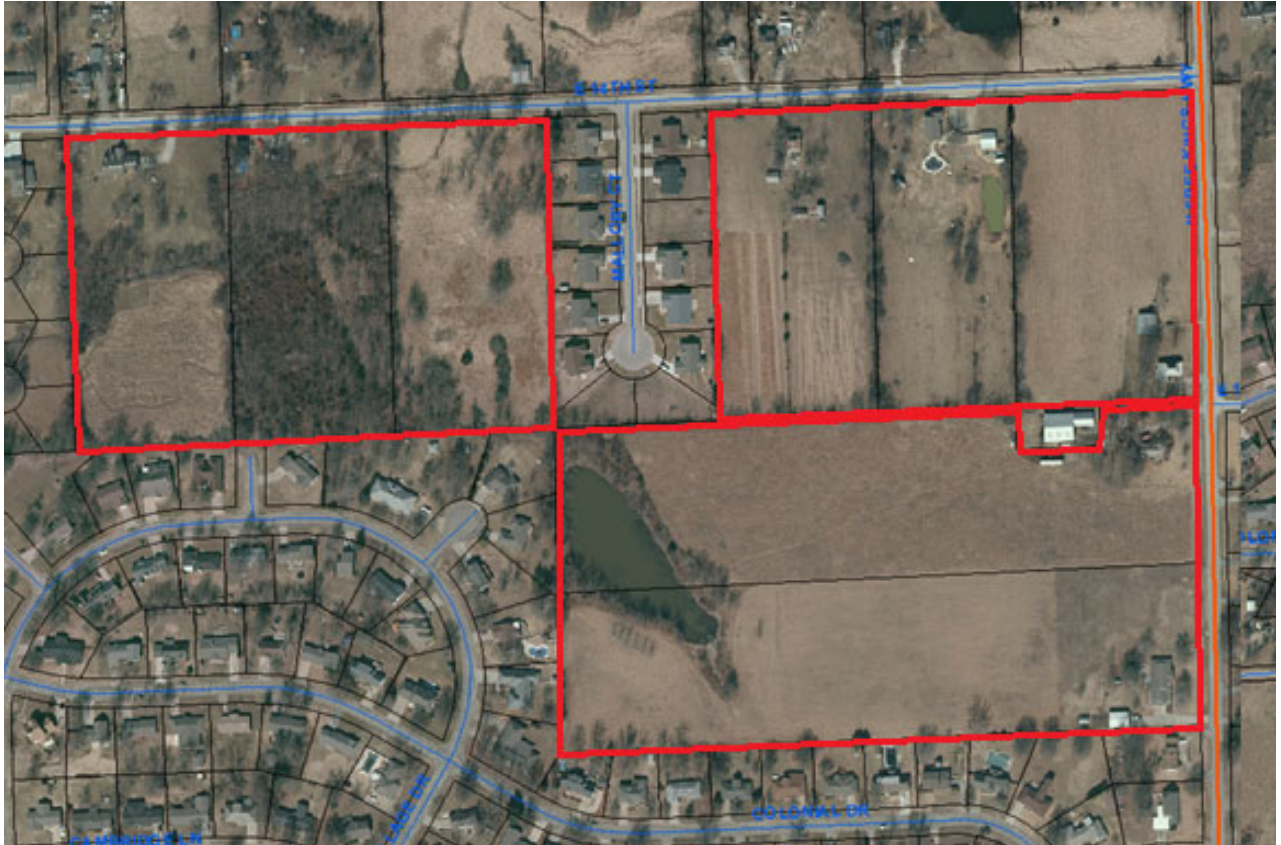
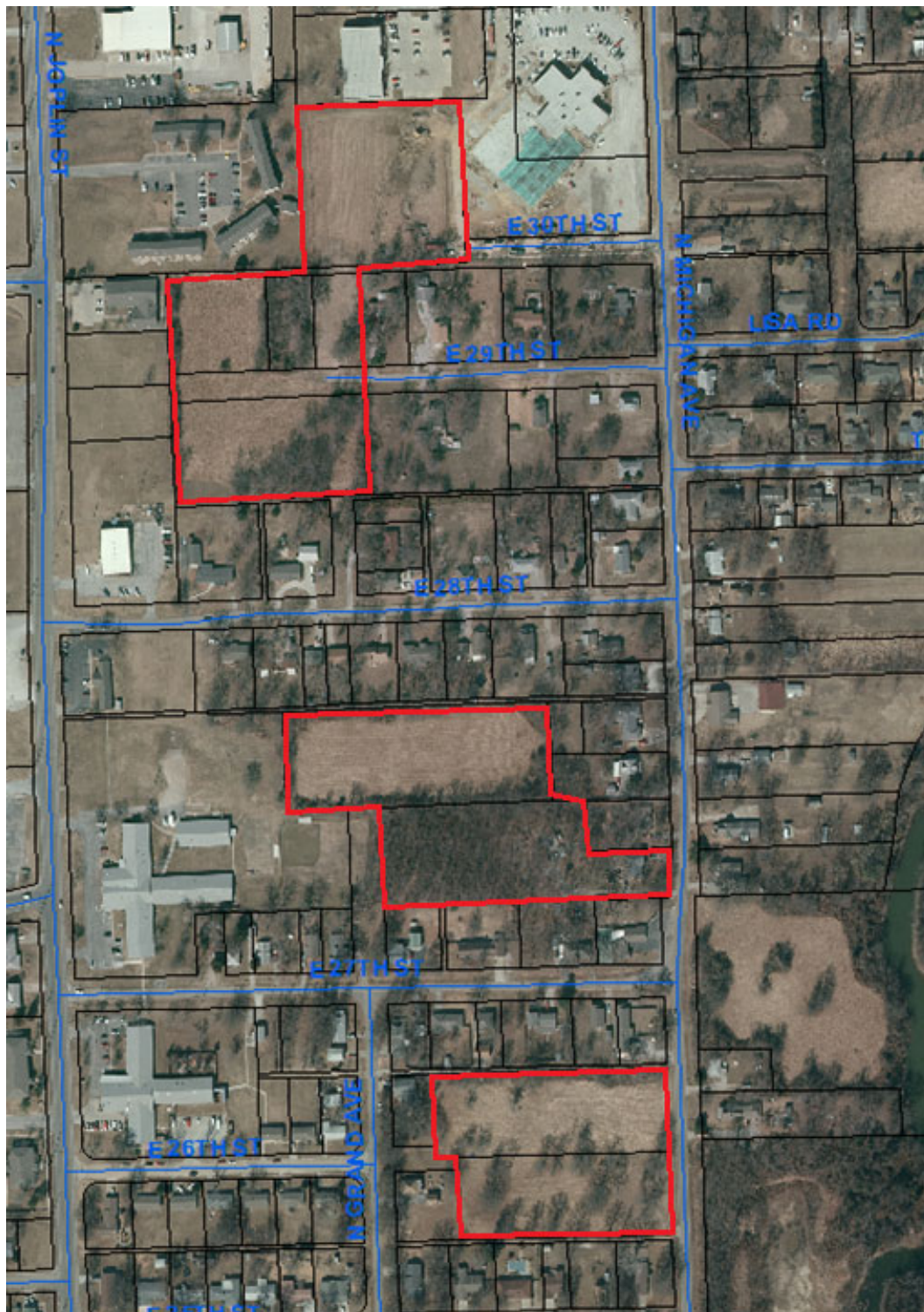


Figure B9 - North of Countryside, West of Free King, South of 14th

B10:



FigureB 10 - Between Michigan and Joplin, 25th and 30th



**B11:**



Figure B11 - South of Atkinson, North of 31st

**B12:**

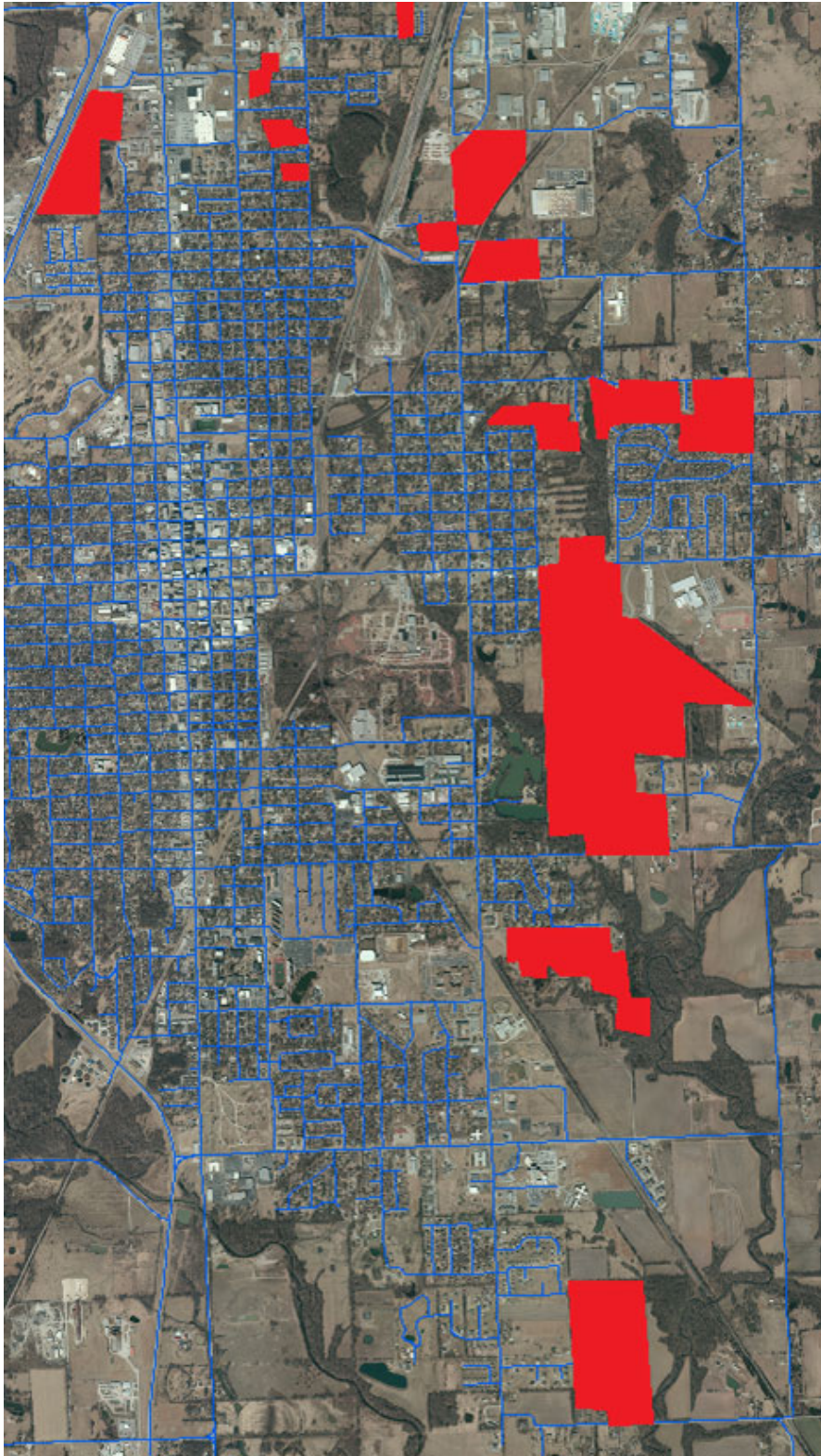


Figure B12 - Overview of all parcels in RHID