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AMENDMENT NO. 1 - AGREEMENT FOR CONSULTING SERVICES - OLSSON, INC. - Consider staff recommendation to approve Amendment No. 1 to the Agreement for Consulting Services between the City of Pittsburg and Olsson, Inc., to provide thirty additional working days of inspection, testing and administration in regard to the Atkinson Municipal Airport Apron Reconstruction and Expansion Project.

Olsson Amendment No. 1 Memo 24

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FAA GRANT ACCEPTANCE - Consider staff recommendation to accept a grant in the amount of $2,090,000.00 from the Federal Aviation Administration (FAA) for the completion of the Aircraft Parking Apron Reconstruction Project at the Atkinson Municipal Airport.

FAA Grant Memo 32

FAA Grant 33

BI-MONTHLY BUDGET REVIEW - Director of Finance Larissa Bowman will provide the June 30, 2022, bi-monthly budget review.

Bi-Monthly Report 94

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, July 12, 2022
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 June 28, 2022, City Commission Meeting minutes.

b. Approval of the Appropriation Ordinance for the period ending July 12, 2022, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

CONSIDER THE FOLLOWING:

a. AMENDMENT NO. 1 - AGREEMENT FOR CONSULTING SERVICES - OLSSON, INC. - Consider staff recommendation to approve Amendment No. 1 to the Agreement for Consulting Services between the City of Pittsburg and Olsson, Inc., to provide thirty additional working days of inspection, testing and administration in regard to the Atkinson Municipal Airport Apron Reconstruction and Expansion Project. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the Amendment on behalf of the City.**

b. FAA GRANT ACCEPTANCE - Consider staff recommendation to accept a grant in the amount of $2,090,000.00 from the Federal Aviation Administration (FAA) for the completion of the Aircraft Parking Apron Reconstruction Project at the Atkinson Municipal Airport. **Approve or disapprove staff recommendation and, if approved, authorize the City Manager and City Attorney to sign the necessary documents on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

a. BI-MONTHLY BUDGET REVIEW - Director of Finance Larissa Bowman will provide the June 30, 2022, bi-monthly budget review. **Receive for file.**

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
June 28, 2022

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, June 28, 2022, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Cheryl Brooks presiding and the following members present: Stu Hite, Chuck Munsell, and Ron Seglie. Commissioner Dawn McNay participated by phone.

Mayor Brooks led the flag salute.

INVOCATION – Father Jerome Spexarth, on behalf of Our Lady of Lourdes, provided an invocation.

PUBLIC INPUT -

COMMUNICATIONS TOWER - Alissa Dungan, 402 Thomas, spoke in support of the recommendation of the Planning Commission/Board of Zoning Appeals to deny the request for the construction of a communications tower at 401 Thomas.

COMMUNICATIONS TOWER - Billie Newlin, 401 Thomas, spoke in opposition to the recommendation of the Planning Commission/Board of Zoning Appeals to deny the request for the construction of a communications tower on her property.

COMMUNICATIONS TOWER - Shaun Hemsted, on behalf of GSS, Inc., and representing UScellular, stated that the letter from the Planning Commission/Board of Zoning Appeals denying the request for the construction of a communications tower at 401 Thomas did not include the reason for the denial, which is required by Federal statute. He discussed possible reasons for the decision of the Planning Commission/Board of Zoning Appeals to deny the tower request including a 21" force main in the vicinity of the proposed tower, visual impact, property values, and radio frequency.

COMMUNICATIONS TOWER - Justin Dungan, 402 Thomas, spoke in support of the recommendation of the Planning Commission/Board of Zoning Appeals to deny the request for the construction of a communications tower at 401 Thomas.

APPROVAL OF MINUTES – On motion of Munsell, seconded by Seglie, the Governing Body approved the June 14, 2022, City Commission Meeting minutes as presented. Motion carried.

CEREAL MALT BEVERAGE LICENSE – On motion of Munsell, seconded by Seglie, the Governing Body approved the application submitted by Harold Leroy Smith for a Cereal Malt Beverage License for the annual celebration to honor the life of Brandon Smith to be held at the Frisco Event Center (210 East 4th Street) from 5:00 p.m. until 11:00 p.m. on Saturday, July 30th, 2022, and authorized the City Clerk to issue the license. Motion carried.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by Seglie, the Governing Body approved the Appropriation Ordinance for the period ending June 28, 2022, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Hite, McNay, Munsell and Seglie. Motion carried.

Mayor Brooks announced that Commissioner McNay is participating in the meeting by phone.

TENANT BASED RENTAL ASSISTANCE GRANT APPLICATION – On motion of Hite, seconded by McNay, the Governing Body approved staff request to submit an application to the Kansas Housing Resources Corporation's (KHRC) Tenant Based Rental Assistance (TBRA) program for a grant in the amount of $100,000 to be used to provide security deposit assistance to income eligible households and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

Commissioner Munsell asked Director of Community Development and Housing Quentin Holmes to provide, at the next City Commission Meeting, the number of TBRA tenants who, in the previous year, have moved to Section 8 programs or self-sufficiency, and a description of the other methods to be used to measure success of the TBRA program.

PUBLIC HEARING – Following a Public Hearing, on motion of Munsell, seconded by Hite, the Governing Body denied the appeal submitted by Joe Newlin, and confirmed the decision of the Planning Commission/Board of Zoning Appeals to not approve Mr. Newlin's Petition for a Conditional Use Permit to allow a communications tower at 401 Thomas, due to the residential zoning of the proposed tower location. Motion carried.

Mr. Hemsted continued his presentation from the Public Input portion of the meeting addressing traffic, flood zone, and radio frequency concerns.

ECONOMIC DEVELOPMENT QUARTERLY REPORT - Director of Economic Development Blake Benson, and Pittsburg State University Director of External Engagement Chad Mishmash, presented the quarterly Economic Development Report.

IMAGINE PITTSBURG/DEVELOP PITTSBURG REQUEST – On motion of Seglie, seconded by Hite, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to allocate $150,000 from the Revolving Loan Fund (RLF) for start-up costs that would allow Imagine Pittsburg to establish "Develop Pittsburg", a new Community Development Corporation (CDC), to support development projects in our community. Motion carried.

Ron Scripsick and Mat Burton provided information supporting the establishment of the Develop Pittsburg Community Development Corporation.

4th OF JULY FIREWORKS DISPLAY CONTRACT – On motion of Seglie, seconded by Munsell, the Governing Body authorized the expenditure of City funds in the amount of $18,700 for the annual 4th of July fireworks show to be provided by J and M Displays, Inc. Motion carried.

NON-AGENDA REPORTS AND REQUESTS –

LARGE ITEM PICK-UP – Director of Public Works and Utilities Matt Bacon announced that a city-wide large item pick-up program, to include mattresses and furniture, will begin on July 18th, 2022. City residents may use the SeeClickFix app or call the City Hall to register for the program.

EAST QUINCY STREET RECONSTRUCTION PROJECT PUBLIC MEETING – Mr. Bacon announced that a public meeting regarding the East Quincy Street Reconstruction Project will be held from 5:00 p.m. to 7:00 p.m. on Thursday, July 7th, 2022, at the PittNaz Church, located at 816 East Quincy.

4th STREET OVERPASS – Commissioner Hite inquired as to the status of the 4th Street Overpass Project. Mr. Bacon stated that KDOT has indicated that they hope to have the project complete by the end of July.

ADJOURNMENT: On motion of Seglie, seconded by McNay, the Governing Body adjourned the meeting at 7:31 p.m. Motion carried.

_____
Cheryl L. Brooks, Mayor

ATTEST:

_____
Tammy Nagel, City Clerk

VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 6/22/2022 THRU 7/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	7/01/2022			191491		
C-CHECK	VOID CHECK	V	7/01/2022			191492		
C-CHECK	VOID CHECK	V	7/01/2022			191504		
C-CHECK	VOID CHECK	V	7/01/2022			191505		

* * 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:	4	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	4	0.00	0.00	0.00
BANK: * TOTALS:	4	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 6/22/2022 THRU 7/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	7/05/2022			000000		1,354.05
0224	KDOR	D	7/05/2022			000000		11,267.29
0321	KP&F	D	6/24/2022			000000		46,797.73
0728	ICMA	D	6/24/2022			000000		1,291.57
1050	KPERS	D	6/24/2022			000000		40,624.44
3079	COMMERCE BANK	D	6/28/2022			000000		69,090.45
6415	GREAT WEST TANDEM KPERS 457	D	6/24/2022			000000		4,983.00
7290	DELTA DENTAL OF KANSAS INC	D	6/24/2022			000000		1,657.00
7290	DELTA DENTAL OF KANSAS INC	D	7/01/2022			000000		2,140.00
7877	TRUSTMARK HEALTH BENEFITS INC	D	6/23/2022			000000		4,524.96
7877	TRUSTMARK HEALTH BENEFITS INC	D	6/30/2022			000000		2,484.71
8051	AFLAC GROUP INSURANCE	D	6/23/2022			000000		1,443.49
8526	HEALTH PLANS, INC	D	6/24/2022			000000		4,117.78
8526	HEALTH PLANS, INC	D	6/27/2022			000000		24,727.61
8526	HEALTH PLANS, INC	D	7/01/2022			000000		9,864.25
8211	UMB BANK N.A.	E	6/24/2022			015686		167,072.37
6740	ED M FELD EQUIPMENT COMPANY, I	E	6/27/2022			015687		3,132.42
7791	C4 HOLDINGS LLC	E	6/27/2022			015688		312.10
8202	PETROLEUM TRADERS CORPORATION	E	6/27/2022			015689		36,144.74
8236	NORTHGATE ASSOCIATES LLC	E	6/27/2022			015690		9,142.88
8560	SOUTHERN UNIFORM AND TACTICAL,	E	6/27/2022			015691		591.87
0046	ETTINGERS OFFICE SUPPLY	E	6/27/2022			015692		131.86

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0054	JOPLIN SUPPLY COMPANY	E	6/27/2022			015693		6,466.42
0087	FORMS ONE, LLC	E	6/27/2022			015694		286.00
0105	PITTSBURG AUTOMOTIVE	E	6/27/2022			015695		1,244.12
0109	RANDY VILELA TRUCKING & HAULIN	E	6/27/2022			015696		3,370.00
0112	MARRONES INC	E	6/27/2022			015697		148.40
0133	JIM RADELL CONSTRUCTION COMPAN	E	6/27/2022			015698		2,451.40
0135	PITTSBURG AREA CHAMBER OF COMM	E	6/27/2022			015699		800.00
0202	CLIFF HIX ENGINEERING INC	E	6/27/2022			015700		360.00
0276	JOE SMITH COMPANY, INC.	E	6/27/2022			015701		2,055.90
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	6/27/2022			015702		5,050.00
0534	TYLER TECHNOLOGIES INC	E	6/27/2022			015703		50.00
0577	KANSAS GAS SERVICE	E	6/27/2022			015704		3,464.39
0597	CORNEJO & SONS LLC	E	6/27/2022			015705		790.41
0823	TOUCHTON ELECTRIC INC	E	6/27/2022			015706		826.10
1089	LABETTE COMMUNITY COLLEGE	E	6/27/2022			015707		1,100.00
1478	KANSASLAND TIRE #1828	E	6/27/2022			015708		25.39
1792	B&L WATERWORKS SUPPLY, LLC	E	6/27/2022			015709		3,695.00
2707	THE LAWNSCAPE COMPANY, INC.	E	6/27/2022			015710		754.25
2994	COMMERCIAL AQUATIC SERVICE INC	E	6/27/2022			015711		253.14
3463	CONTROLS & ELECTRIC MOTOR	E	6/27/2022			015712		683.00
4307	HENRY KRAFT, INC.	E	6/27/2022			015713		354.95
4621	JCI INDUSTRIES INC	E	6/27/2022			015714		15,708.00

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5640	WELLPATH LLC	E	6/27/2022			015715		18.00
5855	STERICYCLE, INC.	E	6/27/2022			015716		107.30
5931	VOGEL HEATING & COOLING INC	E	6/27/2022			015717		136.00
6402	BEAN'S TOWING & AUTO BODY	E	6/27/2022			015718		3,617.52
6595	AMAZON.COM, INC	E	6/27/2022			015719		16,314.75
7038	SIGNET COFFEE ROASTERS	E	6/27/2022			015720		46.25
7151	QUADIENT FINANCE USA INC	E	6/27/2022			015721		1,078.00
7239	JERRY MILLER	E	6/27/2022			015722		2,225.00
7806	CORE & MAIN LP	E	6/27/2022			015723		5,085.00
8046	CONVERGEONE, INC.	E	6/27/2022			015724		900.00
8246	BETHANY ANN BROOKS	E	6/27/2022			015725		938.62
8309	MISSISSIPPI LIME COMPANY	E	6/27/2022			015726		7,321.53
0551	A-7 AUSTIN, LTD	E	7/05/2022			015824		197.69
0748	CONRAD FIRE EQUIPMENT	E	7/05/2022			015825		1,459.50
6528	GALE GROUP/CENGAGE	E	7/05/2022			015826		65.58
6740	ED M FELD EQUIPMENT COMPANY, I	E	7/05/2022			015827		4,295.55
7529	LEXIPOL, LLC	E	7/05/2022			015828		12,088.10
8275	ADCOMP SYSYEMS INC	E	7/05/2022			015829		80.00
8560	SOUTHERN UNIFORM AND TACTICAL,	E	7/05/2022			015830		224.36
0046	ETTINGERS OFFICE SUPPLY	E	7/05/2022			015831		172.37
0068	BROOKS PLUMBING LLC	E	7/05/2022			015832		355.01
0101	BUG-A-WAY INC	E	7/05/2022			015833		60.00

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0105	PITTSBURG AUTOMOTIVE	E	7/05/2022			015834		301.35
0112	MARRONES INC	E	7/05/2022			015835		300.13
0116	DANIEL E BRADEN	E	7/05/2022			015836		230.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	7/05/2022			015837		21,250.00
0276	JOE SMITH COMPANY, INC.	E	7/05/2022			015838		947.76
0294	COPY PRODUCTS, INC.	E	7/05/2022			015839		1,653.07
0335	CUSTOM AWARDS, LLC	E	7/05/2022			015840		25.00
0438	PAUL KEYS	E	7/05/2022			015841		100.00
0534	TYLER TECHNOLOGIES INC	E	7/05/2022			015842		390.00
0597	CORNEJO & SONS LLC	E	7/05/2022			015843		211.84
0823	TOUCHTON ELECTRIC INC	E	7/05/2022			015844		99.00
0866	AVFUEL CORPORATION	E	7/05/2022			015845		41,117.63
1109	QA BALANCE SERVICES INC	E	7/05/2022			015846		3,192.00
1478	KANSASLAND TIRE #1828	E	7/05/2022			015847		327.94
2960	PACE ANALYTICAL SERVICES LLC	E	7/05/2022			015848		3,701.00
2994	COMMERCIAL AQUATIC SERVICE INC	E	7/05/2022			015849		477.56
4956	YAMAHA COMMERCIAL FINANCE, U.S	E	7/05/2022			015850		20,708.00
5420	AQUIONICS INC	E	7/05/2022			015851		1,457.59
5931	VOGEL HEATING & COOLING INC	E	7/05/2022			015852		105.00
6175	HENRY C MENGHINI	E	7/05/2022			015853		435.00
6495	CIVICPLUS, LLC	E	7/05/2022			015854		736.00
7240	JAY HATFIELD CERTIFIED USED CA	E	7/05/2022			015855		166.80

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7284	TRANSYSTEMS CORPORATION	E	7/05/2022			015856		5,390.00
7407	LIMELIGHT MARKETING LLC	E	7/05/2022			015857		500.00
7418	NEWEDGE SERVICES, LLC	E	7/05/2022			015858		6,505.20
7427	OLSSON INC	E	7/05/2022			015859		5,126.49
7667	BRENT'S ELECTRIC, LLC	E	7/05/2022			015860		130.64
7958	DENNIS OIL COMPANY	E	7/05/2022			015861		924.00
7959	ALL ABOARD FOUNDATION	E	7/05/2022			015862		2,560.16
8194	BAKER TILLEY MUNICIPAL ADVISOR	E	7/05/2022			015863		1,500.00
8325	FLEET FUELS LLC	E	7/05/2022			015864		49.95
8409	KALE BRUCKS	E	7/05/2022			015865		226.00
8535	HEALTH PLANS, INC	E	7/05/2022			015866		40,391.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	6/24/2022			191404		143.20
2876	CRAIG FARNSWORTH	R	6/24/2022			191405		393.60
1	ADAIR, PAYGE	R	6/24/2022			191406		75.00
8475	AMERICAN LAWN & LANDSCAPE, INC	R	6/24/2022			191407		225.00
5561	AT&T MOBILITY	R	6/24/2022			191408		136.20
5480	BITNER MOTORS	R	6/24/2022			191409		102.00
8278	GERSON BOCANEGRA	R	6/24/2022			191410		25.00
1	CASTAGNO OIL COMPANY	R	6/24/2022			191411		86.16
7279	CLAYTON HOLDINGS, LLC	R	6/24/2022			191412		37,701.86
8576	FRANK R CORDER	R	6/24/2022			191413		175.00
1108	EVERGY KANSAS CENTRAL INC	R	6/24/2022			191414		3,054.04

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8378	GFL ENVIRONMENTAL SERVICES USA	R	6/24/2022			191415		339.47
8623	INDIANA GROTHEER	R	6/24/2022			191416		400.00
8624	SAVANNAH GROTHEER	R	6/24/2022			191417		400.00
2877	KDHE - BUREAU OF WATER	R	6/24/2022			191418		20.00
3720	KWEA	R	6/24/2022			191419		25.00
8417	FRED LUNDIEN	R	6/24/2022			191420		100.00
8561	MEFFORD INC	R	6/24/2022			191421		535.00
8575	NICHOLAS B KIRBY	R	6/24/2022			191422		2,060.82
1	PETERSON, HUNTER	R	6/24/2022			191423		70.00
7480	RODGER PETRAIT	R	6/24/2022			191424		100.00
0175	REGISTER OF DEEDS	R	6/24/2022			191425		21.00
0175	REGISTER OF DEEDS	R	6/24/2022			191426		21.00
0175	REGISTER OF DEEDS	R	6/24/2022			191427		21.00
7270	SECURITY 1ST TITLE, LLC	R	6/24/2022			191428		690.00
8201	ROGER CLEVELAND GOLF COMPANY I	R	6/24/2022			191429		636.36
8089	JORAN STOUT-MITCHELL	R	6/24/2022			191430		125.00
2335	UNITED STATES TREASURY	R	6/24/2022			191431		1,191.33
3069	VIA CHRISTI PROFESSIONAL SERVI	R	6/24/2022			191432		104.38
5371	PITTSBURG FAMILY YMCA	R	6/24/2022			191433		1,480.61
8132	MIKE CARPINO FORD PITTSBURG IN	R	6/24/2022			191434		35,768.04
8132	MIKE CARPINO FORD PITTSBURG IN	R	6/24/2022			191435		35,768.04
6154	4 STATE MAINTENANCE SUPPLY INC	R	7/01/2022			191481		217.64

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8574	CLARK EQUIPMENT COMPANY	R	7/01/2022			191482		3,113.53
8278	GERSON BOCANEGRA	R	7/01/2022			191483		25.00
1	BROADWAY ANIMAL HOSPITAL	R	7/01/2022			191484		203.00
6545	CENTER POINT INC	R	7/01/2022			191485		44.99
8628	COLTON KROKROSKIA	R	7/01/2022			191486		400.00
8576	FRANK R CORDER	R	7/01/2022			191487		175.00
4263	COX COMMUNICATIONS KANSAS LLC	R	7/01/2022			191488		34.64
4263	COX COMMUNICATIONS KANSAS LLC	R	7/01/2022			191489		96.55
1108	EVERGY KANSAS CENTRAL INC	R	7/01/2022			191490		99,562.50
0339	GENERAL MACHINERY	R	7/01/2022			191493		1.57
8600	CHRISTOPHER P. GOODARD	R	7/01/2022			191494		700.00
1	GRIMES, SHELLY	R	7/01/2022			191495		155.00
8619	ZANE GRIMES	R	7/01/2022			191496		500.00
6021	DENNIS H JAMISON	R	7/01/2022			191497		2,000.00
0225	KDOR	R	7/01/2022			191498		10,280.28
8417	FRED LUNDIEN	R	7/01/2022			191499		100.00
7601	MEYER LAW FIRM, LLC	R	7/01/2022			191500		200.00
7817	NORTON POWER SYSTEMS INC	R	7/01/2022			191501		4,330.00
7480	RODGER PETRAIT	R	7/01/2022			191502		100.00
8375	TRASH HOG LLC	R	7/01/2022			191503		1,218.48
1	SPROULS, KRICKET	R	7/01/2022			191506		13.00
8527	APPLIED CONCEPTS, INC	R	7/01/2022			191507		305.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 6/22/2022 THRU 7/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8089	JORAN STOUT-MITCHELL	R	7/01/2022			191508		125.00
8625	UNITED RENTALS (NORTH AMERICA)	R	7/01/2022			191509		759.73
5589	CELLCO PARTNERSHIP	R	7/01/2022			191510		112.53
8618	COREY REAGIN	R	7/01/2022			191511		500.00
3516	CITY OF PITTSBURG	R	7/01/2022			191512		500.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	60			247,767.58	0.03CR	247,767.55
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	15			226,368.33	0.00	226,368.33
EFT:	84			484,487.35	0.00	484,487.35
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144TOTALS:	159	958,623.26	0.03CR	958,623.23
BANK: 80144 TOTALS:	159	958,623.26	0.03CR	958,623.23

VENDOR SET: 99 City of Pittsburg, KS
BANK: EFT MANUAL EFTS
DATE RANGE: 6/22/2022 THRU 7/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4621	JCI INDUSTRIES INC	E	6/27/2022			015727		5,930.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	1			5,930.00	0.00	5,930.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: EFT TOTALS:	1	5,930.00	0.00	5,930.00
BANK: EFT TOTALS:	1	5,930.00	0.00	5,930.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: EHV BMO HARRIS BANK-EHV
DATE RANGE: 6/22/2022 THRU 7/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1982	KENNETH N STOTTS, SR	E	7/05/2022			015816		440.00
3668	MID AMERICA PROPERTIES OF PITT	E	7/05/2022			015817		2,251.00
6298	L. KEVAN SCHUPBACH	E	7/05/2022			015818		1,162.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	7/05/2022			015819		397.00
6926	MARTIN KYLE SAYRE	E	7/05/2022			015820		550.00
8005	REMINGTON SQUARE APARTMENTS OF	E	7/05/2022			015821		524.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	7/05/2022			015822		888.00
8549	JENNIFER STOOKEY	E	7/05/2022			015823		750.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	7/01/2022			191480		177.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1			177.00	0.00	177.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	8			6,962.00	0.00	6,962.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: EHV TOTALS:	9	7,139.00	0.00	7,139.00
BANK: EHV TOTALS:	9	7,139.00	0.00	7,139.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 6/22/2022 THRU 7/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5906	JOHN HINRICHS	E	7/05/2022			015728		181.00
5961	LAWRENCE A VANBECELAERE	E	7/05/2022			015729		49.00
7717	LAWRENCE E GIGER	E	7/05/2022			015730		557.00
7837	MARJI RENTALS, LLC	E	7/05/2022			015731		273.00
8498	PITTSBURG HIGHLANDS GP, LLC	E	7/05/2022			015732		2,283.00
8512	GORILLA GRIP LLC	E	7/05/2022			015733		993.00
8580	GARY MORRISON REAL ESTATE, INC	E	7/05/2022			015734		729.00
8582	GARY K CONNER	E	7/05/2022			015735		1,453.00
0372	CONNER REALTY	E	7/05/2022			015736		914.00
1008	BENJAMIN M BEASLEY	E	7/05/2022			015737		1,056.00
1231	JOHN LOVELL	E	7/05/2022			015738		205.00
1609	PHILLIP H. O'MALLEY	E	7/05/2022			015739		2,187.00
2542	YOST PROPERTIES	E	7/05/2022			015740		28.00
3082	JOHN R JONES	E	7/05/2022			015741		334.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	7/05/2022			015742		584.00
3162	TOM YOAKAM	E	7/05/2022			015743		900.00
3218	CHERYL L BROOKS	E	7/05/2022			015744		222.00
3272	DUNCAN HOUSING LLC	E	7/05/2022			015745		2,817.00
3273	RICHARD F THENIKL	E	7/05/2022			015746		639.00
3294	JOHN R SMITH	E	7/05/2022			015747		1,505.00
3668	MID AMERICA PROPERTIES OF PITT	E	7/05/2022			015748		8,705.00
4054	MICHAEL A SMITH	E	7/05/2022			015749		620.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 6/22/2022 THRU 7/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4492	PITTSBURG SENIORS LP	E	7/05/2022			015750		3,295.00
5393	ANGELES PROPERTIES LLC - HAP	E	7/05/2022			015751		2,556.00
5549	DELBERT BAIR	E	7/05/2022			015752		282.00
5656	EARL L. HARTMAN	E	7/05/2022			015753		1,382.00
5658	DEANNA J HIGGINS	E	7/05/2022			015754		585.00
5676	BARBARA TODD	E	7/05/2022			015755		32.00
5796	JOHN A ESLICK	E	7/05/2022			015756		470.00
5817	JAMA ENTERPRISES LLP	E	7/05/2022			015757		288.00
5834	DENNIS TROUT	E	7/05/2022			015758		403.00
5957	PASTEUR PROPERTIES	E	7/05/2022			015759		3,439.00
6090	RANDAL BENNEFELD	E	7/05/2022			015760		178.00
6161	MICHAEL J STOTTS	E	7/05/2022			015761		165.00
6269	EDWARD SWOR	E	7/05/2022			015762		437.00
6298	L. KEVAN SCHUPBACH	E	7/05/2022			015763		8,676.00
6333	JANA DALRYMPLE	E	7/05/2022			015764		617.00
6394	KEVIN R. HALL	E	7/05/2022			015765		3,330.00
6441	HEATHER MASON WHITE	E	7/05/2022			015766		980.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	7/05/2022			015767		10,852.00
6673	JUDITH A COLLINS	E	7/05/2022			015768		176.00
6694	DELBERT BAIR	E	7/05/2022			015769		464.00
6708	CHARLES R. MERTZ	E	7/05/2022			015770		454.00
6877	CHRISTOPHER KYLE BATTAGLIA	E	7/05/2022			015771		846.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 6/22/2022 THRU 7/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6916	STILWELL HERITAGE & EDUCATIONA	E	7/05/2022			015772		1,495.00
7083	PITTSBURG HEIGHTS, LP	E	7/05/2022			015773		3,966.00
7112	RANDY VILELA BODY REPAIR, TRU	E	7/05/2022			015774		1,134.00
7294	AMMP PROPERTIES, LLC	E	7/05/2022			015775		848.00
7312	JASON HARRIS	E	7/05/2022			015776		454.00
7326	RANDY ALLEE	E	7/05/2022			015777		287.00
7431	R&R RENTALS OF PITTSBURG LLC	E	7/05/2022			015778		153.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	7/05/2022			015779		289.00
7554	TRAVIS R RIDGWAY	E	7/05/2022			015780		517.00
7582	KIRK A DUNCAN	E	7/05/2022			015781		661.00
7587	DAVID RUA	E	7/05/2022			015782		478.00
7612	ENDICOTT RENTALS, LLC	E	7/05/2022			015783		567.00
7645	SEWARD RENTALS, LLC	E	7/05/2022			015784		967.00
7654	A & R RENTALS, LLC	E	7/05/2022			015785		1,049.00
7669	CHARLES GILMORE	E	7/05/2022			015786		533.00
7741	SUSAN E ADAMS	E	7/05/2022			015787		181.00
7805	KIRK DARROW	E	7/05/2022			015788		118.00
7864	CB HOMES LLC	E	7/05/2022			015789		800.00
7866	JAMES MICHAEL HORTON	E	7/05/2022			015790		1,587.00
7918	CITY OF LEAVENWORTH	E	7/05/2022			015791		1,084.34
7965	JAVA PROPERTIES LLC	E	7/05/2022			015792		146.00
8005	REMINGTON SQUARE APARTMENTS OF	E	7/05/2022			015793		8,037.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 6/22/2022 THRU 7/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8080	SUNNYVALE INVESTMENT PROPERTIE	E	7/05/2022			015794		5,021.00
8174	MICHAEL A SMITH	E	7/05/2022			015795		547.00
8302	PAUL CHRISTMAN	E	7/05/2022			015796		383.00
8329	CHARLES P. SIMPSON	E	7/05/2022			015797		472.00
8402	BEVERLY D PETERSON	E	7/05/2022			015798		603.00
8426	JOHN F KENNEDY	E	7/05/2022			015799		394.00
8455	WILLIAM JOSHUA JAMESON	E	7/05/2022			015800		562.00
8492	RUSSELL F. MIZE	E	7/05/2022			015801		306.00
8502	JON BARTLOW	E	7/05/2022			015802		266.00
8520	MATTHEW A SANCHEZ	E	7/05/2022			015803		602.00
8552	TAMARA ROGERS	E	7/05/2022			015804		288.00
6152	MARTHA R CAMPBELL	R	7/01/2022			191468		353.00
6585	CLASS HOMES 1 LLC	R	7/01/2022			191469		111.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	7/01/2022			191470		1,790.00
7616	STEVE KUPLEN	R	7/01/2022			191471		606.00
8177	MISSISSIPPI REGIONAL HOUSING A	R	7/01/2022			191472		494.38
8427	RENT-MOORE LLC	R	7/01/2022			191473		625.00
1800	DAN R. RODABAUGH	R	7/01/2022			191474		447.00
6451	NAZAR SAMAN	R	7/01/2022			191475		512.00
0472	LARRY SPRESSER	R	7/01/2022			191476		1,158.00
8601	GAUTAM YADAV	R	7/01/2022			191477		1,026.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 6/22/2022 THRU 7/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	10			7,122.38	0.00	7,122.38
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	77			101,936.34	0.00	101,936.34
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: HAP TOTALS:	87	109,058.72	0.00	109,058.72
BANK: HAP TOTALS:	87	109,058.72	0.00	109,058.72

VENDOR SET: 99 City of Pittsburg, KS
BANK: TBRA BMO HARRIS BANK-TBRA
DATE RANGE: 6/22/2022 THRU 7/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8456	DIAMOND SENIOR DEVELOPMENT PIT	E	7/05/2022			015805		883.00
1874	HIGHLAND MEADOWS OF KANSAS LP	E	7/05/2022			015806		1,418.00
3294	JOHN R SMITH	E	7/05/2022			015807		600.00
4492	PITTSBURG SENIORS LP	E	7/05/2022			015808		553.00
5534	SYCAMORE VILLAGE RES LP	E	7/05/2022			015809		884.00
6298	L. KEVAN SCHUPBACH	E	7/05/2022			015810		700.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	7/05/2022			015811		500.00
7112	RANDY VILELA BODY REPAIR, TRU	E	7/05/2022			015812		700.00
8005	REMINGTON SQUARE APARTMENTS OF	E	7/05/2022			015813		1,300.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	7/05/2022			015814		600.00
8520	MATTHEW A SANCHEZ	E	7/05/2022			015815		450.00
0472	LARRY SPRESSER	R	7/01/2022			191478		575.00
8601	GAUTAM YADAV	R	7/01/2022			191479		700.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2			1,275.00	0.00	1,275.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	11			8,588.00	0.00	8,588.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: TBRA TOTALS:	13	9,863.00	0.00	9,863.00
BANK: TBRA TOTALS:	13	9,863.00	0.00	9,863.00
REPORT TOTALS:	269	1,090,613.98	0.03CR	1,090,613.95

Passed and approved this 12th day of July, 2022.

_____
Cheryl L. Brooks, Mayor

ATTEST:

_____
Tammy Nagel, City Clerk

MEMO

- ☐ Overnight
- ☐ Regular Mail
- ☐ Hand Delivery
- ☐ Other: _____

To:	City of Pittsburg, Kansas Attn: Mr. Quentin Holmes
From:	Brian Coomes
RE:	Amendment No. 1 to Agreement for Consulting Services Apron Reconstruction and Expansion Atkinson Municipal Airport
Date:	July 7, 2022
Project #:	021-03800
Phase:	
Task:	

Mr. Holmes,

Please add an item to the July 12th, 2022 Regular City Commission Agenda to consider approval of proposed Amendment No. 1 to the Olsson Agreement for Consulting Services regarding the Apron Reconstruction and Expansion at the Atkinson Municipal Airport.

When the engineering agreement was originally drafted in April 2021, the apron expansion was estimated to be 4,600 SY of concrete pavement. The estimated quantity was based on the CIP data sheet prepared by a prior consultant. As the project proceeded through design, the size of the expansion increased to the final contract quantity of 10,163 SY. The change was necessary to allow the airport to adequately and safely serve the increasing itinerant jet traffic. As such, the original estimate of 40 working days was based on previous apron projects of approximately 5,000 SY. The original construction services fees were based on these 40 working days.

In the final construction documents, 70 working days were calculated as necessary and reasonable for the larger final project size. This results in the need for 30 additional working days of full-time inspection, 30 additional working days of construction administration, and additional materials testing to account for the increased construction quantities. The changes are further described in the proposed amendment.

To provide these additional services, payment in Section 4 shall be revised to increase the Not-to-Exceed amount from $91,300 to $157,300 (an increase of $66,000), as shown on the proposed amendment.

The agreement has been reviewed and approved by the FAA, and the additional required funds have been included in the FAA grant offer. Therefore, the proposed amendment will be covered at a 90% FAA / 10% City funding split, and approval will not increase the City's planned local match.

Brian Coomes

306 N. Broadway / Suite 175 / Pittsburg, KS 66762
O 620.670.5100 / olsson.com

AMENDMENT NO. 1

to

AGREEMENT FOR CONSULTING SERVICES

CITY OF PITTSBURG, KANSAS
201 W. 4th Street
Pittsburg, KS 66762

Re: AMENDMENT TO CONSULTANT AGREEMENT
ATKINSON MUNICIPAL AIRPORT (PTS)
Airport Improvement Program (AIP) Project No. 3-20-0069-020
Olsson Project No. 021-03800

This amendment will revise the Agreement executed on April 27, 2021 by amending Sections 4 and 7.

When the engineering agreement was originally drafted in April 2021, the apron expansion was estimated to be 4,600 SY of concrete pavement. The estimated quantity was based on the CIP data sheet prepared by a prior consultant. As the project proceeded through design, the size of the expansion increased to the final contract quantity of 10,163 SY. The change was necessary to allow the airport to adequately and safely serve the increasing itinerant jet traffic. As such, the original estimate of 40 working days was based on previous apron projects of approximately 5,000 SY. The construction services agreement fees were based on these 40 working days to be required for the contractor.

In the final construction documents, 70 working days were calculated as necessary and reasonable for the larger final project size. This results in the need for 30 additional working days of full-time inspection, 30 additional working days of construction administration, and additional materials testing to account for the increased construction quantities. The changes are further described below.

SECTION 4R: CONSTRUCTION PHASE SERVICES

(INCLUDES OBSERVATION)
based on 70 working days (30 additional working days) (construction contract time)

The following Section 4R Scope of Services will replace the original Section 4 scope of services in its entirety.

Olsson will not begin work on this Phase until a Notice to Proceed is received from the Sponsor. Both parties understand that this work is subject to the availability of FAA funds.

a. Project Administration. Provide general consultation and technical assistance to the Sponsor during all construction phases. Coordinate with the Sponsor and FAA to ensure all parties have timely information on developments and decisions that are made concerning the project. Provide 5 sets of plans and specifications to the Construction Contractor for their use.

b. Prepare and submit Quarterly Performance Reports.

c. Assign a Project Engineer to the project who will periodically perform Construction Observation of the work in progress. It is estimated that the Project Engineer will make 7 site visits: Approximately every other week, plus 1 visit prior to the start of the base course and 1 visit prior to the start of paving}

d. Require Construction Contractor to prepare a Notice of Intent for Authorization to Discharge Stormwater Runoff from Construction Activities (NDPES permit) and Storm Water Pollution Prevention Plan (SWPPP).

e. Submit a Construction Observation Program at least 10 days prior to the preconstruction meeting, in compliance with the AIP Sponsor Guide No. 1030 *Construction Management Program.*

f. Review shop and erection drawings and all materials data submitted by construction contractors for general compliance with design concepts and Buy American provisions. Olsson's review of such information is not a guarantee of suitability, does not relieve the Contractor of any of its responsibilities and the Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.

g. Conduct a preconstruction conference per AIP Sponsor Guide No. 1040 *Preconstruction Conference*. Submit a formal report of the conference discussions.

h. Provide horizontal and vertical survey control and staking, as required under the FAA standard specification General Provision 50-07.

i. Upon receipt of FAA and Sponsor authorization, issue the Notice to Proceed to the Construction Contractor. FAA authorization will not be issued until all conditions are met in accordance with AIP Sponsor Guide No. 1050 *Notice to Proceed*.

j. Provide full-time <u>on-site</u> Construction Observation in accordance with AIP Sponsor Guide No. 1030 *Construction Observation*, except that a Construction Observation Program will not be prepared, and Guide No. 1070 *Inspections: Development Projects.*

k. Provide construction testing. See Exhibit D2 for a list of the anticipated tests and services. Estimated quantities of tests were based on the following lot sizes and estimated construction quantities
   (1) Excavation / Embankment
      i. Lot Size 1,200 SY
      ii. Estimated Constructed Quantity 10,500 SY
   (2) Stabilized Subgrade
      i. Lot Size 2,000 SY
      ii. Estimated Construction Quantity 10,500 SY

(3) Base Course
    i. Lot Size 2,400 SY
    ii. Estimated Construction Quantity 10,300 SY
(4) Concrete Pavement
    i. Lot Size 3,600 SY
    ii. Estimated Construction Quantity 10,150 SY
(5) Reflectometer – Contractor will be required to conduct this test

l. Submit weekly FAA Form 5370-1 “Construction Progress and Inspection Reports” and testing reports to the Sponsor and FAA.

m. Provide a weekly photo log with the Construction Reports for each week that the contractor is on-site from the start of construction until substantial completion.

n. Monitor compliance with Davis-Bacon requirements, DBE requirements, and E.E.O requirements per AIP Sponsor Guide No. *Labor Provisions: Development Projects* and Guide No. 1073 Monitoring *Labor and Civil Rights Requirements Development Projects.* Provide Davis-Bacon compliance documentation to Sponsor during the project close-out.

o. Prepare and negotiate construction contract modifications, change orders and supplemental agreements, per AIP Sponsor Guide No. 1080 *Contract Modifications*.

p. Review amounts owed to construction contractors and prepare progress estimate forms certified by construction contractor(s).

q. Prepare FAA Invoice Summary for the DELPHI system.

r. Prepare annual SF-271 and SF-425 forms.

s. Arrange and conduct final walk-through with Sponsor and Construction Contractor. Prepare punch list and monitor completion of punch list items.

t. Arrange and attend final inspection.

u. Provide as-built survey to establish final pay quantities and for preparation of as-built plans. The survey will not be in accordance with FAA Advisory Circular 150/5300-18B.

SECTION 7R: FEES AND CHARGES – Additional Items

To provide these additional services, payment in Section 4 shall be revised to increase the Not-to-Exceed amount from $91,300 to $157,300 (an increase of $66,000), as shown on the attached Exhibit D1R (Amended). Section 4 shall be revised to read as follows:

The following fees and charges for Section 4R of the agreement shall replace the original fees and charges of Section 4 in their entirety. The Sponsor shall pay Olsson for the additional services described in Section 4R as follows:

Section 4R: Construction Phase. Payment for the items included in Section 4R, Construction Phase shall be made based on direct salary, overhead costs and reimbursable expenses incurred plus a fixed payment of $15,898.01 and subcontract costs, which are estimated on Exhibit D1R attached and made a part hereto. Exhibit D1R shall replace the original Exhibit D1. *(The revised fixed fee payment of $15,898.01 represents an increase of $6,352.62 over the original fixed fee payment of $9,545.39)*.

The total charges for Section 4R will not be greater than the "Not-to-Exceed" (NTE) amount of $157,300.00, if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in Sections 2 and 4R is not exceeded. If either of these two events occur, the "Not-to-Exceed" amount may be increased by an amendment to this Agreement. *(The revised "Not-To-Exceed" amount of $157,300 represents an **increase of $66,000** over the original "Not-To-Exceed" amount of $91,300)*.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed payment with the final invoice adjusted to include the remaining unpaid balance of the fixed payment.

Exhibit D1R and D2R *(replace original exhibits D1 and D2 in their entirety)* contain estimated quantities and unit prices. Actual hours, rates, charges, and reimbursable expenses may vary. The labor and general administration overhead percentage is fixed and will not vary, unless revised by an amendment. The overhead percentage is supported by a statement of overhead expenses certified by Olsson's auditor or a governmental auditor. The fixed payment will not change, unless revised by an amendment to this Agreement.

Adjustments to Fees and Charges. If additional services are requested by the Sponsor during the course of this Agreement, an amendment will be negotiated to cover the added scope, fees, and charges. If circumstances beyond the control of Olsson require more than 18 months from the date that Olsson executed the Agreement to complete the work specified herein, an amendment to this Agreement will be negotiated to cover the increase in Olsson's standard rates for services yet to be provided. All amendments are subject to the same approvals as this Agreement.

If this amendment is satisfactory, please sign in the space provided. Keep one copy and return two copies to Olsson, Inc. This proposed amendment is open for acceptance for thirty days from the date set forth below, unless changed by us in writing.

OLSSON, INC.

By Diane Hofer

By Brian Coomes

Executed by Olsson on this 7 day of April, 2022.

CITY OF PITTSBURG, KANSAS

By _____

_____
Title

By _____
Attest

Date _____

EXHIBIT D1R *(Replaces Original Exhibit D1)*

CONSTRUCTION PHASE SERVICES
Atkinson Municipal PTS 3-20-0069-020
Based on estimated 70 working days

1. Direct Salary Costs	Hours	Direct Salary Rate/Hour	Total Costs ($)
Title			
Team Leader	0.0	$80.24	$0.00
Sr. Project Engineer	19.0	$64.06	$1,217.22
Project Engineer	96.0	$56.42	$5,416.32
Elec. or Mech. Engineer	0.0	$73.94	$0.00
Assistant Engineer	62.0	$39.10	$2,424.45
Registered Surveyor	5.0	$51.95	$259.74
Sr. Technician	36.0	$31.56	$1,136.30
Assoc. Technician	787.0	$30.37	$23,899.62
Asst. Technician	18.0	$28.08	$505.44
Sr. Clerical	67.0	$29.90	$2,003.30
		Total Direct Salary Costs:	$36,862.38

2. Labor and General & Administrative Overhead				
Percentage of Direct Salary Costs*			187.52%	$69,124.34

3. Fixed Fee: 15% of Item 1 & 2					
					$15,898.01

4. Direct Nonsalary Expenses				
Travel (automobile)	-	Miles @	$0.560	$0.00
Travel (pickup)	4,745	Miles @	$0.750	$3,558.75
Per Diem (meals)	73	Days @	$30.00	$2,190.00
Per Diem (motel)	-	Days @	$150.00	$0.00
Copies, Prints, Shipping				$650.00
Testing - See Exhibit D2R				$29,034.00
			Total Expenses:	$35,432.75

5.	Subtotal of Items 1 - 4	$157,317.49
6.	Subcontract costs (Testing) - N/A	$0.00
7.	Not-to-Exceed Total (Items 5 & 6)	$157,317.49
	Rounded:	$157,300.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT D2R *(Replaces Original Exhibit D2)*

ESTIMATE OF
CONSTRUCTION TESTING COSTS
Atkinson Municipal PTS 3-20-0069-020

LABORATORY:
Olsson, Inc., Springfield, MO

LIST ALL ANTICIPATED COSTS SERVICE OR TEST	Estimated Quantity	Unit Price	Estimated Total Cost
Moisture / Density (4" Mold)	4	$150.00	$600.00
Moisture / Density (6" Mold)	2	$175.00	$350.00
Nuclear Density Test	60	$27.00	$1,620.00
Atterberg Limits	4	$75.00	$300.00
Percent Passing #200 Sieve	4	$40.00	$160.00
Washed Sieve Analysis	4	$96.00	$384.00
Mechanical Sieve Analysis	10	$150.00	$1,500.00
Concrete Compressive Strength	192	$15.00	$2,880.00
Concrete cylinder (Store & Cure)	48	$15.00	$720.00
Concrete Length Determination	48	$17.50	$840.00
Cylinder Molds	192	$2.50	$480.00
Concrete Test Set	48	$120.00	$5,760.00
Equipment Rental	0	$500.00	$0.00
Technician	192	$60.00	$11,520.00
Professional Engineer Review	16	$120.00	$1,920.00
Per Diem	0	$100.00	$0.00
Trip Charge	0	$250.00	$0.00
Reflectometer (equipment rental per day)	0	$700.00	$0.00
			$29,034.00

Testing is not a guarantee that all work and materials meet the contract requirements and does not does not relieve the Contractor of any of its responsibilities. The Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.

MEMO

- ☐ Overnight
- ☐ Regular Mail
- ☐ Hand Delivery
- ☐ Other: _____

To:	City of Pittsburg, Kansas Attn: Mr. Quentin Holmes
From:	Brian Coomes
RE:	Acceptance of FAA Grant Apron Reconstruction and Expansion Atkinson Municipal Airport
Date:	July 7, 2022
Project #:	021-03800
Phase:	
Task:	

Mr. Holmes,

Please add an item to the July 12th, 2022 Regular City Commission Agenda to accept the FAA Grant Offer for AIP Project Number 3-20-0069-023-2022. The grant provides for $2,090,000.00 of federal funds for the completion of the Reconstruction of the Aircraft Parking Apron at Atkinson Municipal Airport.

This is a follow-up item to action the Commission took on April 12, 2022 to award the construction contract to Amino Brothers, pending FAA concurrence and issuance of grant. The amount of funding offered by the grant matches that which was presented at the April 12, 2022 meeting. The City's local share will remain at $232,222.22, which was the amount authorized at the previously referenced meeting.

It is asked that the Commission authorize the City Manager and the City Attorney to sign and accept the grant on behalf of the City of Pittsburg.

Brian Coomes

306 N. Broadway / Suite 175 / Pittsburg, KS 66762
O 620.670.5100 / olsson.com

U.S. Department
of Transportation
Federal Aviation Administration

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

Mr. Quentin Holmes
Director of Housing/Community Development
City of Pittsburg
201 W. 4th Street
Pittsburg, KS 66762

Dear Mr. Holmes:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-20-0069-023-2022 at Atkinson Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than:

   August 21, 2022
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

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

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Andrea McKinnie, (816) 329-2633, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Jim A. Johnson
Director, Central Region Airports Division

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 7, 2022
Airport/Planning Area	**Atkinson Municipal**
FY 2022 AIP Grant Number	**3-20-0069-023-2022**
Unique Entity Identifier	**XNPHHQ8RAQH1**

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **April 22, 2022**, for a grant of Federal funds for a project at or associated with the **Atkinson Municipal Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Atkinson Municipal Airport** (herein called the "Project") consisting of the following:

Reconstruct and Reconfigure Aircraft Parking Apron (8,000 square feet) and Stub Connecting Taxiway (35' x 230') – Construction Only

Which, is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety (90%) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$2,090,000.00**.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $2,090,000.00 for airport development or noise program implementation; and,
   $0 for land acquisition.

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

   a. Period of Performance:

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

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

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

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

   c. Close Out and Termination

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

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

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

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

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR §200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

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

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 21, 2022 or such subsequent date as may be prescribed in writing by the FAA.

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

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

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

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 § CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review

and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

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

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

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

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

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

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

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

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

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

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

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

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

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

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

21. **Ban on Texting While Driving.**

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

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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

22. Trafficking in Persons.

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

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:

1. Is determined to have violated a prohibition in paragraph (a) of this condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this Condition through conduct that is either –

a. Associated with performance under this Grant; or

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

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.

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

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

ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

23. AIP Funded Work Included in a PFC Application. Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **May 23, 2012**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

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

   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.

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

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
   v. A court or grand jury;
   vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
   vii. An authorized official of the Department of Justice or other law enforcement agency.

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

4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

26. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable.

27. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

28. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

    a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

    b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

    a. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

            a. Location of all runways, taxiways, and aprons;

            b. Dimensions;

            c. Type of pavement; and,

            d. Year of construction or most recent major rehabilitation.

        2. Inspection Schedule.

            a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

            b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

        3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

            a. Inspection date;

            b. Location;

            c. Distress types; and

            d. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

29. Project Containing Paving Work in Excess of $500,000. The Sponsor agrees to:

a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
4. Qualifications of engineering supervision and construction inspection personnel;
5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
7. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

a. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

b. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

30. Protection of Runway Protection Zone - Airport Property. The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA.

The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

31. **Protection of Runway Protection Zone - Easement.** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

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

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

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

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

33. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

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

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

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

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated

City of Pittsburg
(Name of Sponsor)

By: .....
(Signature of Sponsor's Authorized Official)

.....
(Typed Name of Sponsor's Authorized Official)

.....
(Title of Sponsor's Authorized Official

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at

By: _____

(Signature of Sponsor's Attorney)

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

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 04/22/2022

4. Applicant Identifier: KPTS

5a. Federal Entity Identifier: 3-20-0069-023-2022

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Pittsburg, Kansas

* b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6041003

* c. UEI: XNPHHQ8RAQH1

d. Address:

* Street1: 201 W. 4th Street
Street2:
* City: Pittsburg
County/Parish:
* State: KS: Kansas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 66762

e. Organizational Unit:

Department Name: City of Pittsburg, Kansas

Division Name: Atkinson Municipal Airport

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

Prefix:
* First Name: Quentin
Middle Name:
* Last Name: Holmes
Suffix:

Title: Director of Housing & Community Development

Organizational Affiliation:

* Telephone Number: (620) 230-5550
Fax Number:

* Email: QUENTIN.HOLMES@pittks.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

3-20-0069-023-2022

* Title:

Construction - Reconstruct and Reconfigure Aircraft Parking Apron and Stub Connecting Taxiway

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Construction and additional construction engineering services for "Reconstruct and Reconfigure Aircraft Parking Apron and Stub Connecting Taxiway".

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

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

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

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 06/01/2022 * b. End Date: 12/29/2023

18. Estimated Funding ($):

* a. Federal	2,090,000.00
* b. Applicant	232,222.22
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	2,322,222.22

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

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

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

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

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

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: * First Name: Quentin

Middle Name:

* Last Name: Holmes

Suffix:

* Title: Director of Housing & Community Development

* Telephone Number: (620) 230-5550 Fax Number:

* Email: QUENTIN.HOLMES@pittks.org

* Signature of Authorized Representative: * Date Signed: 04/22/2022

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

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

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

No Public Meeting Required

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Agreed as applicable

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

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

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			$ 2,248
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			66,000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			2,253,974
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			$ 2,322,222
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			2,322,222
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)			$ 2,322,222
19. Federal Share requested of Line 18			2,090,000
20. Grantee share			232,222
21. Other shares			
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 2,322,222

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

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	232,222
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	$ 232,222
25. Other Shares	**Amount**
a. State	
b. Other	
c. **TOTAL** - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: 3-20-0069-023-2022

AIRPORT:

1. Objective:

Reconstruct and reconfigure the aircraft parking apron and stub connecting taxiway
Relocate existing lighting and utilities impacted by the construction of the proposed apron

2. Benefits Anticipated:

The existing apron pavement has reached the end of its useful life. Block cracking and moisture problems are prevalent through the existing asphalt pavement. The proposed project will replace the deteriorated pavement, markings, and tie downs. The new configuration will provide efficient use of the parking apron.

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

An Engineering services grant was received in FY21, consisting of survey, geotechnical engineering, preliminary design, final design, and bidding. Successful bids were received in March 2022. Construction will begin upon receipt of grant and award of contract. Construction will be completed in accordance with the plans and specifications.

Quarterly reports will be submitted during the construction of the project.

A Close-Out report will be submitted at the completion of the project with applicable testing data.

4. Geographic Location:

Atkinson Municipal Airport, Pittsburg, Crawford County, Kansas

5. If Applicable, Provide Additional Information:

N/A

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

Quentin Holmes - City of Pittsburg (620) 230-5550
201 W. 4th Street
Pittsburg, KS 66762

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

Sponsor: City of Pittsburg, Kansas

Airport: Atkinson Municipal Airport

Project Number: 3-20-0069-023

Description of Work: Reconstruct and reconfigure the aircraft parking apron and stub connecting taxiway

Application

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

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

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

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

Certification Statements

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

   ☒ Yes ☐ No

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

   ☒ Yes ☐ No

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

   ☒ Yes ☐ No

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

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 22 day of April , 2022 .

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Quentin Holmes

Title of Sponsor's Authorized Official: Director of Housing & Community Development

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Pittsburg, Kansas

Airport: Atkinson Municipal Airport

Project Number: 3-20-0069-023

Description of Work: Reconstruct and reconfigure the aircraft parking apron and stub connecting taxiway

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

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

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

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

Location 1
Name of Location: Atkinson Municipal Airport
Address: 3510 Airport Dr.; Pittsburg, KS 66762

Location 2 (if applicable)
Name of Location: City of Pittsburg City Hall
Address: 201 W. 4th Street; Pittsburg, KS 66762

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

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 22 day of April , 2022 .

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Quentin Holmes

Title of Sponsor's Authorized Official: Director of Housing & Community Development

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Pittsburg, Kansas

Airport: Atkinson Municipal Airport

Project Number: 3-20-0069-023

Description of Work: Reconstruct and reconfigure the aircraft parking apron and stub connecting taxiway

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

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

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

    ☒ Yes ☐ No ☐ N/A

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

    ☒ Yes ☐ No ☐ N/A

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

    ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

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

    ☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

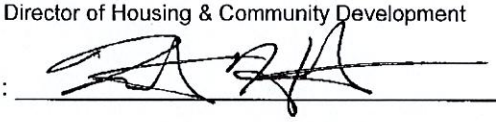
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 22 day of April , 2022 .

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Quentin Holmes

Title of Sponsor's Authorized Official: Director of Housing & Community Development

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Pittsburg, Kansas

Airport: Atkinson Municipal Airport

Project Number: 3-20-0069-023

Description of Work: Reconstruct and reconfigure the aircraft parking apron and stub connecting taxiway

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

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

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

    ☒ Yes ☐ No ☐ N/A

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

    ☐ Yes ☐ No ☒ N/A

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

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

       ☒ Yes ☐ No ☐ N/A

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

☐ Yes ☐ No ☒ N/A

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

☐ Yes ☐ No ☒ N/A

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

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

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

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

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

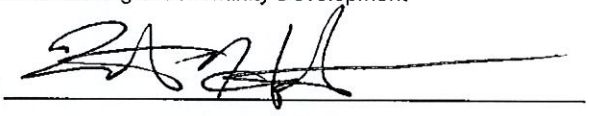
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 22 day of April , 2022 .

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Quentin Holmes

Title of Sponsor's Authorized Official: Director of Housing & Community Development

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: City of Pittsburg, Kansas

Airport: Atkinson Municipal Airport

Project Number: 3-20-0069-023

Description of Work: Reconstruct and reconfigure the aircraft parking apron and stub connecting taxiway

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

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

Certification Statements

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

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

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

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

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

   ☒ Yes ☐ No ☐ N/A

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

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

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

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

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

   ☒ Yes ☐ No ☐ N/A

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

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

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

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

    a. Only one qualified person/firm submits a responsive bid;

    b. Award is to be made to other than the lowest responsible bidder; and

    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

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

    a. Access to Records (§ 200.336)

    b. Buy American Preferences (Title 49 U.S.C. § 50101)

    c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)

    d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)

    e. Occupational Safety and Health Act requirements (20 CFR part 1920)

    f. Seismic Safety – building construction (49 CFR part 41)

    g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)

    h. U.S. Trade Restriction (49 CFR part 30)

    i. Veterans Preference (49 USC § 47112(c))

    ☒ Yes ☐ No ☐ N/A

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

    a. Davis-Bacon and Related Acts (29 CFR part 5)

    b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

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

    ☒ Yes ☐ No ☐ N/A

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

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

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

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

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

    ☒ Yes ☐ No ☐ N/A

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

    ☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $250,000) include or will include provisions, as applicable, that address the following:

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

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

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

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

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

    ☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 22 day of April , 2022 .

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Quentin Holmes

Title of Sponsor's Authorized Official: Director of Housing & Community Development

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: City of Pittsburg, Kansas

Airport: Atkinson Municipal Airport

Project Number: 3-20-0069-023

Description of Work: Reconstruct and reconfigure the aircraft parking apron and stub connecting taxiway

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

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

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
   ☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).
   ☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);

   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and

   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);

   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);

   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and

   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

   ☒ Yes ☐ No ☐ N/A

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

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);

   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and

   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

   ☒ Yes ☐ No ☐ N/A

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

    ☒ Yes ☐ No ☐ N/A

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

☐ Yes ☐ No ☒ N/A

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

    a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

    b. Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and

    c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

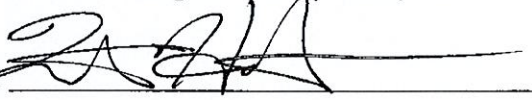
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 22 day of April , 2022 .

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Quentin Holmes

Title of Sponsor's Authorized Official: Director of Housing & Community Development

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

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

FEDERAL LEGISLATION

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

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

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

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

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

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

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

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

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

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

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

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

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

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

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

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

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

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

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

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

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

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

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

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

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

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 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.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

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

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

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

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

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

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

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

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

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

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

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

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

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

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

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

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

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

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

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

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

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

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

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

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

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

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

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

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or

   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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

b. Applicability

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

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

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

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

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

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

"The airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

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

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

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

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer

land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of April 22, 2022.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

City of Pittsburg, Kansas
2022 Budget Recap
As of June 30, 2022
50% of Fiscal Year has passed

Budgeted Funds	Un-Encumbered Cash Balance 1/1/2022	Revenues			Expenditures			Y-T-D Net	Un-Encumbered Cash Balance 6/30/2022
		Adopted Budget 2022	Y-T-D Revenues 6/30/2022	Percent Received	Adopted Budget 2022	Y-T-D Expenses 6/30/2022	Percent Used		
General Fund	$ 8,925,273	$ 24,906,886	$ 16,815,220	67.51%	$ 24,615,262	$ 13,352,833	54.25%	$ 3,462,387	$ 12,387,660
Public Library	355,267	938,983	813,820	86.67%	962,539	467,306	48.55%	346,514	701,781
Public Library Annuity	-	100	-	0.00%	127,370	-	0.00%	-	-
Public Library Capital Improvments	56,449	90,000		0.00%		-	0.00%	-	56,449
Special Alcohol & Drug	47,546	110,000	63,264	57.51%	105,500	50,010	47.40%	13,253	60,799
Special Parks & Recreation	-	110,000	63,264	57.51%	110,000	63,264	57.51%	-	-
Street & Highway	209,876	1,060,250	522,997	49.33%	1,101,266	580,650	52.73%	(57,653)	152,223
Street & Highway Sales Tax	1,686,878	2,308,207	1,393,137	60.36%	2,674,000	363,945	13.61%	1,029,192	2,716,070
Section 8 Housing	42,487	1,734,025	743,919	42.90%	1,661,205	747,889	45.02%	(3,969)	38,518
Revolving Loan Fund	2,036,234	1,190,156	2,172,808	182.56%	572,712	328,643	57.38%	1,844,165	3,880,399
Debt Service	1,424,800	4,454,568	2,548,947	57.22%	4,100,962	1,221,598	29.79%	1,327,349	2,752,149
Public Utilities	5,069,653	8,806,857	4,583,245	52.04%	9,423,860	4,427,331	46.98%	155,914	5,225,567
Stormwater	454,330	870,500	435,513	50.03%	935,275	384,353	41.10%	51,160	505,490
Totals	$ 20,308,793	$ 46,580,532	$ 30,156,133	64.74%	$ 46,389,951	$ 21,987,822	47.40%	$ 8,168,311	$ 28,477,104

*Sales Tax collections are 14.92% compared to same period in 2021