

City of Pittsburg, Kansas  
Commission Meeting Agenda  
Tuesday, May 14, 2024  
5:30 p.m.

## **Table of Contents**

|  |            |
|--|------------|
| <b>Agenda</b>  | <b>1</b>   |
| <b>Minutes</b>   | <b>5</b>   |
| <b>Hangar Sublease – K.W. Brock Directories, Inc.</b>            | <b>7</b>   |
| <b>Change Order – Slide Restoration Project</b>                  | <b>11</b>  |
| <b>Greenway Electric Proposal – SW Industrial Park</b>           | <b>15</b>  |
| <b>Trane Turnkey Proposal</b>                                    | <b>21</b>  |
| <b>2024-2025 Emergency Solutions Grant</b>                       | <b>32</b>  |
| <b>Appropriation Ordinance</b>                                   | <b>70</b>  |
| <b>Economic Development Services Agreement – Chamber</b>         | <b>104</b> |
| <b>Business Dev. &amp; Innovation Services Agreement – PSU</b>   | <b>114</b> |
| <b>CHCSEK Expansion Project</b>                                  | <b>121</b> |
| <b>Conditional Use – 703 East 8<sup>th</sup> Street – Latrik</b> | <b>125</b> |
| <b>Resolution No. 1277 – Tax Credit Application</b>              | <b>127</b> |
| <b>Engineering Services Contract - 4<sup>th</sup> and Joplin</b> | <b>130</b> |
| <b>FAA Grant Application – Airport Improvements</b>              | <b>131</b> |
| <b>Consultant Agreement – Airport Improvements</b>               | <b>166</b> |

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, May 14, 2024**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

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

**CONSENT AGENDA (ROLL CALL VOTE):**

- a. Approval of the April 23, 2024, City Commission Meeting minutes.
- b. Approval of the request submitted by Debra Brock to allow the sub-lease of a hangar, owned by K.W. Brock Directories, Inc., located at the Atkinson Municipal Airport, to Dale Oglesby for a two-year term, and authorize the Mayor to sign the Lease Agreement on behalf of the City.
- c. Approval of staff recommendation to accept a Change Order submitted by Safe Slide Restoration, in the amount of \$7,900, to install new coring to the family slide at the Aquatic Center, and authorize the Mayor to sign the necessary documents on behalf of the City.
- d. Approval of staff recommendation to accept the Greenway Electric, Inc. Proposal for the controls and automation associated with the Southwest Industrial Park Utilities Project in the amount of \$86,251.09 to be funded through the Wastewater Collections Operating Budget, and authorize the issuance of the necessary purchase requisition.
- e. Approval of staff recommendation to remove two existing HVAC units located in the IT Data Center, located at 201 North Pine, and replace them with two new 3.5 ton split heat pump units and two new indoor ceiling mount units, for a not to exceed amount of \$34,988.32, and authorize the Mayor to sign the necessary documents on behalf of the City.
- f. Approval of staff recommendation to submit an Emergency Solutions Grant (ESG) application to the Kansas Housing Resources Corporation (KHRC) in the amount of \$359,756.44 for homeless services including prevention, rapid re-housing and day shelter services, and authorize the Mayor to sign the appropriate documents on behalf of the City.
- g. Approval of the Appropriation Ordinance for the period ending May 14, 2024, subject to the release of HUD expenditures when funds are received.

**CITY OF PITTSBURG, KANSAS**  
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**SPECIAL PRESENTATION:**

- a. ECONOMIC DEVELOPMENT QUARTERLY REPORT - Director of Economic Development Blake Benson, and Pittsburg State University Chief Strategy Officer Shawn Naccarato, will present the quarterly Economic Development Report. **Receive for file.**

**CONSIDER THE FOLLOWING:**

- a. PITTSBURG AREA CHAMBER OF COMMERCE ECONOMIC DEVELOPMENT SERVICES AGREEMENT - Consider approval of an Economic Development Services Agreement between The Pittsburg Area Chamber of Commerce and The City of Pittsburg in which the Chamber will perform the services related to the location and retention of industrial, manufacturing and retail businesses in the City, for the period effective April 1, 2024, and concluding on March 31, 2025. **Approve or disapprove the Economic Development Services Agreement and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**
  
- b. PITTSBURG STATE UNIVERSITY BUSINESS DEVELOPMENT AND INNOVATION SERVICES AGREEMENT - Consider approval of a Business Development and Innovation Services Agreement between Pittsburg State University (PSU) and The City of Pittsburg in which PSU will provide support to the City to effectively help create and attract new businesses, industries and manufacturing concerns to the City, as well as more effectively promote the expansion and growth of existing businesses and industries already located in the City, for the period effective April 1, 2024, and concluding on March 31, 2025. **Approve or disapprove the Business Development and Innovation Services Agreement and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**
  
- c. COMMUNITY HEALTH CENTER OF SOUTHEAST KANSAS (CHCSEK) EXPANSION PROJECT – Consider the recommendation of the Economic Development Advisory Committee (EDAC) to reimburse the Community Health Center of Southeast Kansas (CHCSEK) an amount equal to 10% of the total project value for the renovation of the property located at 924 North Broadway, with the City’s portion not to exceed \$92,000. **Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

**CITY OF PITTSBURG, KANSAS**  
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- d. CONDITIONAL USE PERMIT – 703 EAST 8<sup>TH</sup> STREET – Consider the recommendation of the Planning Commission/Board of Zoning Appeals to grant the request submitted by Neil Latrik for a Conditional Use Permit to allow a church to be located at 703 East 8<sup>th</sup> Street, with the stipulations that (1) a maximum of twenty-five persons in attendance at a time and (2) a maximum of eight vehicles on the premises at a time. **Approve or disapprove the recommendation.**
  
- e. RESOLUTION NO. 1277 – Consider approval of Resolution No. 1277, authorizing the preparation and submittal of an application to the Kansas Housing Resources Corporation (KHRC) for the Kansas Housing Investor Tax Credit (KHITC) Program. **Approve or disapprove Resolution No. 1277 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
  
- f. AWARD OF CONTRACT – ENGINEERING AND PROJECT MANAGEMENT SERVICES - Consider staff recommendation to award the Engineering and Project Management Contract for the K-126 & Joplin (4<sup>th</sup> & Joplin) Street Intersection Project to Earles Engineering & Inspection, Inc. of Pittsburg, Kansas, based on the Selection Committee’s recommendation. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.**
  
- g. FEDERAL AVIATION ADMINISTRATION (FAA) GRANT APPLICATION – Consider staff recommendation to authorize City staff to sign and apply for an FAA grant to fund the design of taxiway improvements at the Atkinson Municipal Airport, in the amount of \$155,000, with the City’s 10% local share to be \$15,500. **Approve or disapprove staff recommendation and, if approved, authorize City staff to sign the necessary documents on behalf of the City.**
  
- h. CONSULTANT AGREEMENT – OLSSON – Consider staff recommendation to enter into a Consultant Agreement with Olsson, in the amount of \$137,500, for the Design and Bidding Phase services associated with the Reconstruction of the Corporate Taxiway and City Taxilane and Rehabilitation of the Connector Taxiway at the Atkinson Municipal Airport, pending FAA concurrence and successful receipt of the grant. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the Consultant Agreement on behalf of the City.**



**CITY OF PITTSBURG, KANSAS**  
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**NON-AGENDA REPORTS & REQUESTS:**

**EXECUTIVE SESSION:**

- a. An Executive Session is necessary to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1), to discuss the City Manager's staff. **Motion to recess into Executive Session for 10 minutes to discuss the City Manager's staff pursuant to the non-elected personnel exception under K.S.A. 75-4319(b)(1) with the meeting to resume in the Commission Room in 10 minutes.**

**PITTSBURG POSITIVE:**

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
April 23, 2024

---

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, April 23<sup>rd</sup>, 2024, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Stu Hite presiding and the following members present: Cheryl Brooks, Dawn McNay and Ron Seglie. Commissioner Chuck Munsell was absent.

Mayor Hite led the flag salute.

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

PITTSBURG POSITIVE – Mayor Hite recognized Monica Holmes and Al Patel for their positive contributions to the community.

PUBLIC INPUT -

William Strenth, 1515 Hampton, requested that the City’s Planning and Zoning Commission Meeting videos be posted on the internet. Mr. Strenth expressed concern regarding the Silverback Landing development.

Patricia Watson, Pittsburg resident, spoke regarding an individual that broke into her home. Ms. Watson stated that she was disappointed that the individual was released from jail after a short period of time.

APPROVAL OF MINUTES – On motion of McNay, seconded by Brooks, the Governing Body approved the April 9, 2024, City Commission Meeting minutes as presented. Motion carried. Absent: Munsell.

PITTSBURG PUBLIC LIBRARY BOARD OF TRUSTEES APPOINTMENT – On motion of McNay, seconded by Brooks, the Governing Body appointed Robert Murnan to a first four-year term as a member of the Pittsburg Public Library Board of Trustees, effective May 1<sup>st</sup>, 2024, and concluding on April 30<sup>th</sup>, 2028. Motion carried. Absent: Munsell.

LEASE PURCHASE AGREEMENT – FIRE DEPARTMENT EQUIPMENT – On motion of McNay, seconded by Brooks, the Governing Body entered into a ten-year lease/purchase agreement with Clayton Holdings, LLC, to finance the purchase of fifty-three Scott X3 Pro SCBAs for the Fire Department, in the amount of \$520,368.79, with an annual payment of \$64,043.32 at 4.945% interest, and authorized the Mayor to sign the necessary lease/purchase agreement on behalf of the City. Motion carried. Absent: Munsell.

CONSTRUCTION OBSERVATION CONTRACT – SOUTHWEST INDUSTRIAL PARK UTILITIES PROJECT – On motion of McNay, seconded by Brooks, the Governing Body entered into a Construction Observation Contract with Earles Engineering & Inspection, Inc., of Pittsburg, Kansas, for the Southwest Industrial Park Utilities Project for a total cost not to exceed \$139,476.00 to be funded through the Wastewater Collections operating budget, and authorized the Mayor to sign the contract on behalf of the City. Motion carried. Absent: Munsell.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
April 23, 2024

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APPROPRIATION ORDINANCE – On motion of McNay, seconded by Seglie, the Governing Body approved the Appropriation Ordinance for the period ending April 23, 2024, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Hite, McNay, and Seglie. Motion carried with Brooks abstaining due to a conflict. Absent: Munsell.

NEIGHBORHOOD ADVISORY COUNCIL APPOINTMENT – On motion of Brooks, seconded by Seglie, the Governing Body appointed Glennis L. Peck to fill an unexpired term as a member of the Neighborhood Advisory Council (NAC), effective immediately and to conclude on December 31, 2025. Motion carried. Absent: Munsell.

NON-AGENDA REPORTS AND REQUESTS:

PARKING ISSUES – Director of Community Development and Housing Kim Froman stated that her department is currently in the process of ordering tickets to issue to individual that park on unapproved surfaces. Ms. Froman encouraged citizens to contact her department if they have questions regarding approved parking locations and surfaces.

PITTSBURG POSITIVE – Mayor Hite recognized Dave’s Tropical Sno owner Dave Schaper for the happiness he brings to the community.

ADJOURNMENT: On motion of Seglie, seconded by McNay, the Governing Body adjourned the meeting at 5:47 p.m. Motion carried. Absent: Munsell.

\_\_\_\_\_  
Stu Hite, Mayor

ATTEST:

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



## ADMINISTRATION

201 West 4<sup>th</sup> Street · Pittsburg KS 66762

(620) 231-4100

[www.pittks.org](http://www.pittks.org)

**To:** Daron Hall, City Manager  
**From:** Jay Byers, Deputy City Manager  
**Date:** May 7, 2024  
**Subject:** Hangar Sublease

The Brocks would like to sublease the north third of their hangar to Air Methods for the storage of a helicopter. Please place on the agenda an item for approval of the sublease.

## LEASE AGREEMENT

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of May, 2024, by and between K.W. Brock Directories, Inc., hereinafter referred to as the Lessor, and Dale Oglesby, hereinafter referred to as the Lessee.

WHEREAS, the Lessee chooses to lease an aviation hangar from Lessor; and whereas the Lessor continues the land lease at the Atkinson Municipal Airport with the City of Pittsburg.

NOW THEREFORE, in consideration of the rents, covenants and agreements herein contained, the Lessor hereby leases to Lessee the hangar owned by Lessor at Atkinson Municipal Airport.

The Lessee shall pay the Lessor \$5,000.00 annually in advance. The Lease shall be for a two year term.

It is agreed that Lessee shall furnish and pay for all utility charges including gas, electricity, telephone, cable, internet and water used by Lessee at Atkinson Municipal Airport and in or about the leased property as well as for Airport services charged other users and lessees of the Airport.

Lessee shall, at its own cost and expense, be responsible for the collection and timely disposal, in a sanitary manner, of all garbage, trash and waste material from leased premises. Further, Lessee shall, at its sole cost and expense, maintain the lease property in a presentable condition consistent with good business practices. Lessee shall repair any and all damages of leased property caused by Lessee, its employees, invitees or agents or its operation thereon.

Lessee shall not maintain any billboards or advertising signs on the outside of the property or the hangar itself.

It is agreed that the Lessee shall make no additions or improvements to the hangar without first submitting plans for approval.

The Lessee and all employees, agents and servants will faithfully observe and comply with all ordinances, laws, rules and regulations as may be promulgated by the City of Pittsburg, the United States of America or any department or agency thereof, and the State of Kansas.

The Lessee may not assign or transfer this Lease, or any interest therein. Nor may the Lessee sublet the hangar without the prior written consent of the Lessor and City of Pittsburg. Any attempt at assignment or transfer shall be void and, at the option of the Lessor, deemed sufficient grounds for the cancellation and termination of this Lease.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

Lessee covenants and agrees to hold the Lessor and the City of Pittsburg and its agents, employees and servants free and harmless, including attorney fees, from each and every claim and demand for damage to property or person(s) or for wrongful death made by or on behalf of

any person or persons for any negligent or wrongful act or omission of Lessee, its agents, servants, invitees and employees, arising out of the use of the Atkinson Municipal Airport.

Lessee shall maintain in full force and effect for the period covered by the Lease, a comprehensive general liability insurance policy issued by insurance carriers licensed to do business in the State of Kansas; which policies shall provide, at a minimum, the following liability coverages:

- a) death or bodily injury to any one person, the sum of \$1,000,000;
- b) death or bodily injury for any one accident or occurrence, the sum of \$2,000,000;
- c) property damage for any one accident or occurrence, the sum of \$1,000,000.

Lessee further agrees to hold the Lessor and the City of Pittsburg harmless from and against any mechanic's lien against the leased premises.

Lessee further agrees to literally and strictly comply with all laws, rules and regulations, and assurances now or hereinafter in effect, whether the same be controlled by local, state or federal law, with reference to environmental damage or injury to, or pollution or contamination of, persons, the premises leased, the Atkinson Municipal Airport or nearby properties, and shall indemnify, protect, defend, and save Lessor harmless, including attorney fees, from and against any and all claims or demands allegedly occurring as the result of Lessee's use of the premises and causing such damage or injury.

It is further agreed and acknowledged that Lessor shall be granted a lien against merchandise, machinery, equipment, and corporate tools as well as Lessee's aircraft located on the premises for all amounts past due Lessor for rent.

Lessor reserves the right to enter the leased premises, upon advanced notice, except in the event of any emergency, at any reasonable time for the purpose of making any inspection it may deem expedient for the maintenance or security needs of either the building or the Airport.

Upon the termination of this Lease, the Lessee agrees to give peaceful possession of the leased property.

Any payments and notices required to be sent hereunder shall be sent or delivered to:

Lessor: K.W. Brock Directories, Inc.  
PO Box 1479  
1225 E. Centennial Dr.  
Pittsburg, KS 66762

Lessee: Dale Oglesby  
1203 Clark St.  
Galena, KS 66739

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

\_\_\_\_\_  
Debra Brock for KW Brock Directories, Inc., Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dale Oglesby, Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stu Hite, Mayor, City of Pittsburg

\_\_\_\_\_  
Date

## Interoffice Memorandum

To: Daron Hall  
City Manager

From: Toby Book  
Director of Parks and Recreation

CC: Tammy Nagel  
City Clerk

Date: May 7, 2024

Subject: Agenda Item – May 14, 2024  
Change Order for Slide Restoration Project at Aquatic Center

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The Pittsburg Aquatic Center is currently undergoing a slide restoration project. After removal of fiberglass laminate on the Family Slide, it was discovered that the coring (support backing) was deteriorated beyond repair. This issue was not detectable in the initial inspection. After reviewing options with the contractors, it was determined that new coring would be the best long-term solution for the Family Slide.

Attached will be a change order in the amount of \$7,900.00 to make the necessary repairs to the Family Slide from Safe Slide Restoration. This change will bring the total cost of the project to \$52,900.05.

In Regard to this matter, will you please place an item on the May 14, 2024 City Commission agenda. Action necessary will be to have the Mayor sign necessary documents to proceed with work associated with the change order for Aquatic Center slides.

If you have any questions please do not hesitate to contact me.



# CHANGE ORDER: Safe Slide Restoration

|                         |                          |                        |             |
|-------------------------|--------------------------|------------------------|-------------|
| <b>PROJECT NAME</b>     | Pittsburg Aquatic Center |                        |             |
| <b>LOCATION OF WORK</b> | Pittsburg, Kansas        |                        |             |
| <b>PROJECT MANAGER</b>  | Martin Padilla           | <b>CUSTOMER</b>        | Tobias Book |
| <b>REQUESTING PARTY</b> | Safe Slide Restoration   | <b>DATE OF REQUEST</b> | 4.23.2024   |

| CHANGE REQUEST   |  |
|--|--|
| <b>DESCRIPTION OF CHANGES NEEDED</b>   | Remove/replace coring on three panels.   |
| <b>REASON FOR CHANGE</b>   | The weakness of the slide wasn't from breakdown in lamination but from the coring rotting inside the slide. The coring is made of Balsa Wood and is wrapped in fiberglass. Over time water penetrates the glass and makes the Balsa wood rot. We were not able to identify this as the real problem until we cut the slide open.                                       |
| <b>ADDITIONAL INFORMATION (Additional lift charges or other rental charges?)</b> | The new process will include cutting the slide open from top and removing the glass and coring. We will then replace the coring and laminate from the top. Then we will fill, fair and coat the slide. This includes much more time and material to complete. We can leave the price as is and only repair the problematic areas but this will not be a long term fix. |

| CHANGE IN CONTRACT AMOUNT       |          | ADDITIONAL INFORMATION             |          |
|---------------------------------|----------|------------------------------------|----------|
| <b>ORIGINAL CONTRACT AMOUNT</b> | \$45,000 | <b>ORIGINAL JOB NUMBER</b>         | 0124.001 |
| <b>CHANGE ORDER AMOUNT</b>      | \$7,900  | <b>NEW JOB NUMBER (If Needed?)</b> | NA       |
| <b>NEW TOTAL</b>                | \$52,900 | <b>ORIGINAL PURCHASE ORDER</b>     |          |

Signatures:

Pittsburg Aquatic Center: \_\_\_\_\_

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

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

Safe Slide Restoration: \_\_\_\_\_

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

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



V062921





V062921





## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** May 7, 2024

**SUBJECT:** Agenda Item – May 14<sup>th</sup> 2024  
Greenway Electric Proposal for Southwest Industrial Park Utilities Project

---

City Staff is recommending that the Commission approve a Proposal from Greenway Electric Incorporated, for the controls and automation associated with the Southwest Industrial Park Utilities Project. Greenway Electric will provide the materials, programming, simulation, testing, and SCADA Integration for the project. The cost of the proposal is \$51,988.71 for the Materials and \$34,262.38 for Programming, SCADA, and Onsite startup, with a total cost being \$86,251.09. This contract will be funded through the wastewater collections operating budget.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 14<sup>th</sup>, 2024? Action necessary is to approve or disapprove staff's recommendation, and if approve authorize the necessary purchase requisition.

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

Attachment: Proposal



Mr. Matt Bacon  
CITY OF PITTSBURG  
Director of Public Works & Utilities  
(620) 240-5138

April 24, 2024  
Page 1 of 5

Quotation No. JEO-2024071 rev1  
SW Industrial Park Lift Station

## PROPOSAL

### Introduction

Greenway Electric (GREENWAY) is pleased to quote the Controls and Automation associated with the SW Industrial Park Lift Station for the City of Pittsburg, KS (OWNER).

There are One (1) Lift Station utilizing a Gorman-Rupp System with two (2) pumps. The location will be able to be monitored and controlled from the main control station at the Wastewater Treatment Plant (WWTP). The location will be equipped by GREENWAY with an industrial fiber termination and network switch for connection to the WWTP LAN at a future date and will be addressed with the same IP grouping as the LAN. Each pump motor will be 10 HP or less, 240 VAC 3-Phase.

### Scope of Work

#### 1. CONTROL PANEL

GREENWAY will design, fabricate, and test one (1) UL-listed Combined Industrial Control and Motor Panel for the location, as follows:

- a. Corrosion-Resistant NEMA 4X Enclosures.
- b. Main Disconnect, with NEMA 4X door-mounted handle capable of being locked in the OFF position.
- c. Motor Control components for each of two (2) Pump Motors, including individual over current protective device with SCCR rating at or above the maximum available fault current, NEMA motor controller and E300 Smart Motor Management Unit, breaker-mounted lockable disconnect switch for LOTO compliance, and door-mounted Hand-Off-Automatic Selector Switch, Emergency Run Key Switch and RUN and ALARM, pilot lights.
  - i. Automatic will be controlled by the PLC.
  - ii. Hand will run Motor's without interlocks.
  - iii. Emergency Automatic will be controlled by four (4) Float Switches:
    1. Low Level.
    2. Run.
    3. Run Secondary.
    4. High Level.
- d. Allen-Bradley CompactLogix PLC and all necessary components as required to provide a complete operational system.



Mr. Matt Bacon  
CITY OF PITTSBURG  
Director of Public Works & Utilities  
(620) 240-5138

April 24, 2024  
Page 2 of 5

Quotation No. JEO-2024071 rev1  
SW Industrial Park Lift Station

## PROPOSAL

- e. Allen-Bradley HMI to access all control functions, enter variables and monitor or adjust setpoints.
  - i. Flow Rates and Totals.
  - ii. Pump Run Controls, Status, Alarms, Setpoints and Times.
  - iii. Valve Controls, Status and Alarms.
  - iv. Wet Well Status and Alarms.
  - v. Generator Control, Status and Alarms.
  - vi. Transfer Switch Control, Status and Alarms.
- f. Industrial Fiber Termination Box.
- g. Industrial Network Switch.

### 2. MATERIAL

The following items are furnished by GREENWAY:

- a. One (1) Combination Industrial Control and Motor Panel.
- b. One (1) Siemens MAG6000 Transmitter.
- c. One (1) Endress + Hauser Level Transducer.
- d. Four (4) Roto-Float level switches.
- e. Four (4) Door Switches for Intrusion Alert

### 3. PROGRAMMING

GREENWAY will provide all programming, simulation, testing, SCADA Integration, and commissioning for the work described herein. A Functional Description of Operation will be jointly developed by OWNER and GREENWAY and will serve as the basis for all subsequent programming.

### 4. STARTUP

GREENWAY will provide an Automation Technician for all necessary startup and testing requirements.

### 5. DOCUMENTATION

GREENWAY will provide approval drawings prior to Control Panel fabrication, and record drawings on completion of work, in hardcopy and electronic format. PLC and HMI programs will be provided in electronic format only. Drawing convention and schematic annotation will adhere to IEEE format.



Mr. Matt Bacon  
CITY OF PITTSBURG  
Director of Public Works & Utilities  
(620) 240-5138

April 24, 2024  
Page 3 of 5

Quotation No. JEO-2024071 rev1  
SW Industrial Park Lift Station

## PROPOSAL

### 6. WORK BY OTHERS

All power, from the utility and/or backup generator, including metering, service-rated disconnecting means, grounding, utility coordination, permits and inspections, is specifically excluded from the Scope of Work. The following connections to the Control Panel shall be provided by others:

- a. \_\_\_ Amp 240 Volt 3-Phase Feeder <sup>1</sup>
- b. \_\_\_ Amp 120 Volt 1-Phase Branch Circuit <sup>1</sup>
- c. Generator Status Alarm Control Wiring Interface.
- d. Control Wiring from SCADA panel to Gorman Rupp system.
- e. Motor Wiring.
- f. NEC Approved Grounding.

<sup>1</sup> *Actual Minimum Ampere Rating To Be Determined*





Mr. Matt Bacon  
CITY OF PITTSBURG  
Director of Public Works & Utilities  
(620) 240-5138

April 24, 2024  
Page 4 of 5

Quotation No. JEO-2024071 rev1  
SW Industrial Park Lift Station

## PROPOSAL

### General

1. All work is warranted by GREENWAY for one year from the date of commissioning. There are no warranties, either expressed or implied, on any material, components or apparatus provided by GREENWAY that supplement or enhance the manufacturers' written warranties. GREENWAY will not assume responsibility for any consequential damages or lost revenue resulting from warranty claims.
2. This proposal assumes plant access as required to perform the work on schedule, access to plant restrooms and break areas, and an in-plant location for tools and equipment storage.
3. All demolished equipment will become the property of the Owner. GREENWAY will store on site as directed by Owner.
4. This proposal includes \$0 for permit and inspection fees.
5. This proposal does NOT include equipment rental.
6. GREENWAY is a non-union contractor. Any costs or delays imposed by union activity or interference are not included and will constitute an additional charge above and beyond this proposal.
7. In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of GREENWAY, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases 3% between the date of this contract and the date of installation.
8. This Proposal is based solely on the observations that could be determined with the facility in its current condition at the time the work was defined. If additional concealed conditions are discovered once work has commenced, these unforeseen concealed conditions will be immediately related to the Owner so that a resolution to the additional work (if any) can be agreed upon prior to execution.





Mr. Matt Bacon  
 CITY OF PITTSBURG  
 Director of Public Works & Utilities  
 (620) 240-5138

April 24, 2024  
 Page 5 of 5

Quotation No. JEO-2024071 rev1  
 SW Industrial Park Lift Station

# PROPOSAL

## Terms

WE PROPOSE hereby to furnish material and labor - complete in accordance with these specifications - for the sum of:

|   |                    |
|---|--------------------|
| <b>MATERIAL</b>                               | <b>\$51,988.71</b> |
| <b>PROGRAMMING, SCADA, AND ONSITE STARTUP</b> | <b>\$34,262.38</b> |

### PAYABLE AS FOLLOWS:

Upon Receipt of Order an invoice for 30% of the contract value will be issued. Payment is due within **30 days** of the invoice date.

Monthly Progress Billings – up to but not exceeding 90% of the contract value – will be issued based on the percentage of work completed. Owner and Contractor shall each designate a representative who shall jointly determine the monthly percentage of completed work. Completed work percentage shall also include the value of materials stored on site or materials purchased for control panel fabrication at our panel shop. Payment is due within **30 days** of each invoice date.

Upon completion of The Work an invoice will be issued for Outstanding Balance. Payment is due within **30 days** of the invoice date.

Payments for additional work or alterations, if any, shall be made in like manner.

Payments not received within **30 days** of the invoice date shall bear interest at the rate of 1-½ % per month from the date of invoice.

If this project qualifies as Tax Exempt the purchaser must provide a tax-exempt form to GEI along with this signed contract. If a tax-exempt form is supplied after a contract billing has been processed by GEI, and changes are required to accommodate the tax-exempt status, GEI will bill extra for the cost incurred to facilitate the changes required.

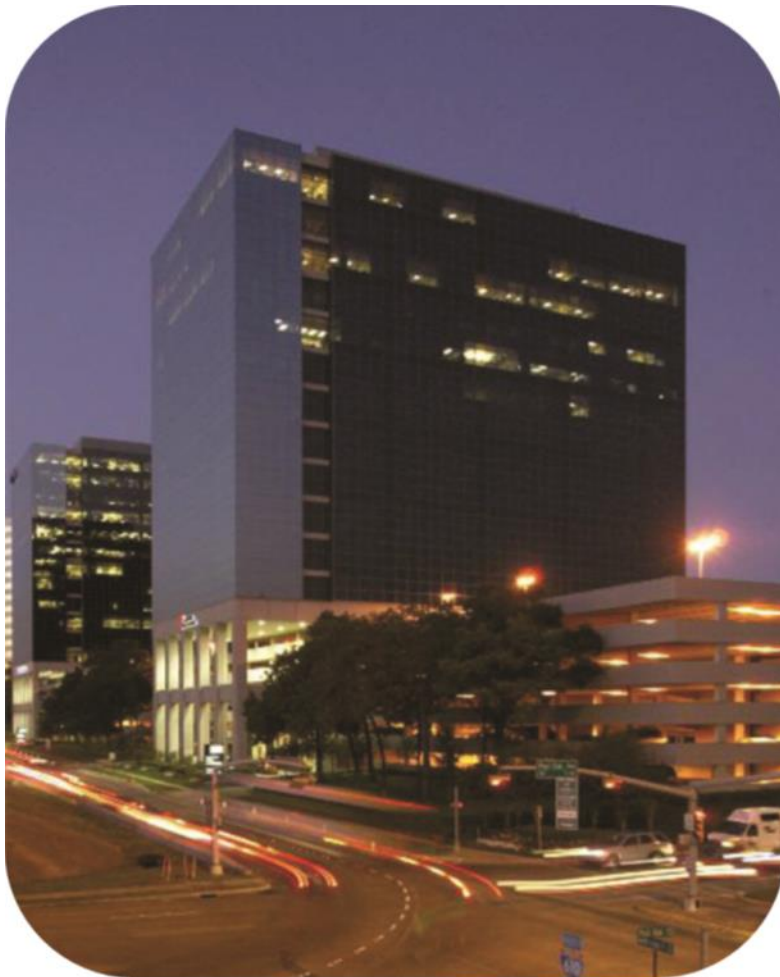
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above Specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Signature Jason O'Connell Date 04/24/2024  
 This proposal may be withdrawn if not accepted within **30 days**.

**ACCEPTANCE OF PROPOSAL:** The prices, Specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.



# Trane Turnkey Proposal



**Turnkey Proposal For:**  
City Of Pittsburg Kansas  
201 W 4TH  
Pittsburg, KS 66762-6676

**Local Trane Office:**  
Trane U.S. Inc.  
120 Ida St.  
Wichita, KS 67211

**Local Trane Representative:**  
Aaron Haskell  
Account Manager  
E-mail: [Aaron.Haskell@trane.com](mailto:Aaron.Haskell@trane.com)  
Cell: (316) 744-5425  
Office Phone: (316) 265-9655

**Proposal ID:** 7691641

**Date:** April 25, 2024



## Trane Turnkey Proposal

# Executive Summary

Trane is pleased to present a solution to help City Of Pittsburg Kansas reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from City Of Pittsburg Kansas to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$36,771.10 USD. This investment will provide City Of Pittsburg Kansas with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with City Of Pittsburg Kansas for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

**WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.**

Aaron Haskell  
Account Manager, Trane U.S. Inc.

**Prepared For:**  
City Of Pittsburg Kansas

**Date:**  
April 25, 2024

**Job Name:**  
Pittsburg Police State IT

**Proposal ID:**  
7691641

**Delivery Terms:**  
Freight Allowed and Prepaid – F.O.B. Factory

**Payment Terms:**  
Net 30

**State Contractor License Number:**

**Proposal Expiration Date:**  
30 Days

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## Scope of Work

We hereby propose to remove two existing units located in the IT server room. Equipment will be replaced with (2) new 3.5T split heat pump unit and (2) indoor ceiling mount units.

### Turnkey Installation of HVAC Equipment

- Standard Ship Cycle
- TRUYA0421KA70NA Cooling only.
- TPCA0A0421KA80A Ceiling Suspended
- 208/230/3 Indoor unit is powered from outdoor unit
- 3.5 Ton Cooling only
- Simple MA Stats
- Condensate Pumps
- Up to 200' of Com Wire
- Up to 200' of line set
- Labor

### Exclusions

- Any work not listed above.
- Refrigerant
- Test and Balance
- Leak repair on existing refrigerant lines.
- Electrical modifications, if needed
- Correcting code and system deficiencies of the existing building systems.
- Fire alarm / fire protection work.
- Guaranteed ship dates or acceptable of LD's – quoted per Trane standard T&C's and covid clause.
- Relocation of interior equipment, furniture, etc.
- 

### Proposal Notes & Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or price contingency.
- Excludes all applicable local and state tax.
- Asbestos or hazardous material abatement removal shall be performed by the customer.
- Refrigerant will be charged on a per pound basis in addition to the proposal.



# Pricing and Acceptance

City Of Pittsburg Kansas  
201 W 4TH  
Pittsburg, KS 66762-6676

## Price

Total Net Price (*Excluding appropriate Sales and/or Use Tax, if required by law*).....\$34,988.32 USD

## Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Aaron Haskell  
Account Manager  
Trane U.S. Inc.  
E-mail: Aaron.Haskell@trane.com  
Office Phone: (316) 265-9655



## ACCEPTANCE

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

|  |   |
|--|---|
| Submitted By: Aaron Haskell                            | Cell: (316) 744-5425<br>Office: (316) 265-9655<br>Proposal Date: April 25, 2024 |
| <b>CUSTOMER ACCEPTANCE</b><br>City Of Pittsburg Kansas | <b>TRANE ACCEPTANCE</b><br>Trane U.S. Inc.                                      |
| Authorized Representative                              | Authorized Representative   |
| Printed Name   | Printed Name  |
| Title  | Title   |
| Purchase Order<br>Acceptance Date:                     | Signature Date<br>License Number:   |



## TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

**4. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

**5. Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

**6. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

**7. Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

**8. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

**9. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

**10. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

**11. Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

**12. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**13. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**14. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**15. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

**18. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**19. Limitation of Liability.** **NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY).** In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

**20. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**21. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**22. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**23. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

|                              |                            |
|------------------------------|----------------------------|
| Commercial General Liability | \$2,000,000 per occurrence |
| Automobile Liability         | \$2,000,000 CSL            |
| Workers Compensation         | Statutory Limits           |



If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**24. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**25. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**26. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**27. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**28. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

**29. Building Automation Systems and Network Security.** Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)  
Supersedes 1-26.251-10(1221)



## SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

**"Customer Data"** means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

**"Equipment"** shall have the meaning set forth in the Agreement.

**"HVAC Machine Data"** means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

**"Security Incident"** shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

**"Services"** shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents

who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) data backups; and
  - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023





**PITTSBURG PUBLIC  
HOUSING AUTHORITY**

101 N Pine St -  
Pittsburg KS 66762

(620) 232-1210  
www.pittks.org  
FAX: (620) 232-3453  
Email: section8@pittks.org

**INTEROFFICE MEMORANDUM**

To: Mayor, City Commissioners, Daron Hall, Tammy Nagel  
From: Megan Keener, Assistant Director of Housing  
CC: Kim Froman, Director of Community Development and Housing  
Date: May 8<sup>th</sup>, 2024  
Subject: Agenda Item – May 14<sup>th</sup>, 2024  
2024-2025 Emergency Solutions Grant (ESG)

Each year the City of Pittsburg/Pittsburg Public Housing Authority (PHA) applies for the Emergency Solutions Grant (ESG) through the Kansas Housing Resources Corporation (KHRC). The purpose of the ESG application is to help prevent individuals/families from possibly becoming homeless or assist those who are homeless. For over 11 years, the City of Pittsburg/PHA has partnered with a community organization to help our most vulnerable citizens. In the past, the City of Pittsburg/PHA as the subrecipient, has partnered with the First United Methodist Church (FUMC)/Wesley House to help support their day shelter operations. The City of Pittsburg/PHA will partner with Community Health Center of Southeast Kansas (CHC/SEK) to help fund day shelter operations and street outreach services in hopes of reducing our homeless population.

The requested \$359,756.44 will be used in the following manner:

Homeless Prevention: \$85,000.00

- Up to three months of rental subsidy/rental arrears
- Utility Assistance
- Case Management

Rapid Re-Housing: \$85,000.00

- Up to three months of rental subsidy
- Utility Assistance
- Case Management

Day Shelter/Street Outreach: \$189,456.44

- Access to shelter facilities
- Assistance to eliminating barriers
- Emergency Health/Mental Services
- Case Management

Please place this item on the Commission agenda for approval to submit the ESG grant application to KHRC and authorize the Mayor to sign all required documents.

Sincerely,

Megan Keener

Assistant Director of Housing, Pittsburg Public Housing Authority



## 2024-2025 Kansas ESG

March 15, 2024

Dear Emergency Solutions Grant (ESG) Applicant,

Attached you will find the ESG Application for program year 2024.

The projected amount of funding for the 2024 ESG will be at 2024 level of \$1.6 million. This amount is subject to change based on HUD's final allocation of 2024 ESG funds. Please note the ESG funds will not be available to reimburse agencies until KHRC receives the 2024 allotment of ESG funds.

This application requires that you certify that if awarded a 2024 ESG grant, your agency and your ESG funded recipient agencies are in compliance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200. All agencies must use a Homeless Management Information System (HMIS) or HUD compliant, comparable database and be able to meet all ESG and Continuum of Care reporting requirements.

The ESG application has been revised this year. Be sure to use the current version of the application. Older versions created prior to 2024 will not be reviewed.

One (1) electronic copy of the application must be received by close of business on May 15, 2024, by email or uploaded into SharePoint. Hard copies of the applications that are mailed or dropped off at KHRC will not be reviewed. Contact Doug Wallace if you are not able to submit the application electronically.

For the 2024 ESG grant award, the program year has been extended to fifteen (15) months. The program year is July 01, 2024 through September 30, 2025. HMIS funds will be capped at 1.5% of the subrecipient's award.

All shelters must complete the ESG Shelter Habitability Checklist.

If you have questions or need additional information, please contact Doug Wallace at: (785) 217-2019 or [dwallace@kshousingcorp.org](mailto:dwallace@kshousingcorp.org).

Sincerely,

Doug Wallace  
ESG / HOME-ARP Program Manager



**SECTION I: ESG PROGRAM DESCRIPTION****EMERGENCY SOLUTIONS GRANTS (ESG)**

CFDA Number: 14.231

Agency: Department of Housing and Urban Development

Office: Office of Community Planning and Development

(24 CFR Part 576 – Emergency Solutions Grants Program)

**Regulations, Guidelines, and Literature:**

The program regulations can be found at 24 CFR Part 576. Guidance on the program can be found at [www.hudexchange.info/esg](http://www.hudexchange.info/esg).

The Emergency Solutions Grants (ESG) program is authorized by subtitle B of title IV of the McKinney-Vento Homeless Assistance Act ([42 U.S.C. 11371-11378](https://www.uscourts.gov/42-U.S.C.-11371-11378)). The program authorizes the Department of Housing and Urban Development (HUD) to make grants to States, units of general-purpose local government, and territories for the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, for the payment of certain expenses related to operating emergency shelters, for essential services related to emergency shelters and street outreach for the homeless, and for homelessness prevention and rapid re-housing assistance

**Objectives:**

The Emergency Solutions Grants Program (ESG) program provides funding to:

- (1) engage homeless individuals and families living on the street,
- (2) improve the number and quality of emergency shelters for homeless individuals and families,
- (3) help operate these shelters,
- (4) provide essential services to shelter residents,
- (5) rapidly re-house homeless individuals and families, and
- (6) prevent families and individuals from becoming homeless.

**Definitions:**

- A. Recipient means any State, territory, metropolitan city, or urban county, or in the case of reallocation, any unit of general-purpose local government that is approved by HUD to assume fiscal responsibility and enters into a grant agreement with HUD to administer assistance under this part. Kansas Housing Resources Corporation is the recipient of the Kansas non-entitlement ESG funds.
- B. Subrecipient means a unit of general-purpose local government or private nonprofit organization to which a recipient makes available ESG funds. Kansas Housing Resources Corporation (KHRC) as a State Recipient subgrants ESG funds (except for funds for administrative costs and HMIS costs) to subrecipient organizations.
- C. ESG funded agencies are private nonprofit organizations that receive ESG funds through a subrecipient passthrough agency.

**Section II: Eligibility Requirements:****Applicant Eligibility:**

Kansas Housing Resources Corporation (KHRC) as a State Recipient must sub grant all of their ESG funds (except for funds for administrative costs and, under certain conditions, HMIS costs) to



units of general-purpose local government and/or private nonprofit organizations. KHRC as recipient must consult with the Continuum(s) of Care operating within the jurisdiction in determining how to allocate ESG funds. ESG Subrecipient agencies / ESG funded agencies must participate in the Continuum of Care operating within their jurisdiction.

Community agencies must coordinate the submission of the ESG funding application through a unit of local government (City or County). The municipalities will submit one joint application that includes the proposals from each agency on behalf of their jurisdiction.

Community agencies may submit a request to KHRC for an exemption to the rule of applying through a unit of local government. The exemption request should be submitted to the [ESG@kshousingcorp.org](mailto:ESG@kshousingcorp.org) and must be received prior to the submission deadline.

#### Credentials/Documentation:

Applicants must certify they will meet program requirements and applicable federal requirements. Government recipients and sub recipients must comply with ESG regulations listed in 24 CFR 576, KHRC ESG Policy Manual and Uniform Administrative Requirements Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200.

#### ESG Program Year:

ESG funds will be awarded to subrecipient agencies for fifteen (15) months. The program year will be 7/1/24 – 9/30/25.

All subrecipient agencies and ESG funded agencies will be expected to fully expend their awards within the 15-month grant period.

\*\* KHRC reserves the right to recapture ESG funds from an agency if the agency is not able to fully expend the funds within the 15-month time frame.

#### Expenditure limits

Pursuant to 24 CFR 576.100, the combined total of funds for emergency shelter and street outreach is capped at 60% of the subrecipient's total awarded amount.

HMIS funds will be capped at 1.5% of the recipient's award.

#### Match

ESG requires a 100% match. The subrecipient and/or ESG funded agencies must make matching contributions to supplement the ESG program in an amount that equals the amount of the ESG award.

The match contribution may be cash or non-cash. The match contribution may be obtained from any source, including federal, state, local and private sources. Review 24 CFR 576.201 for additional information about the match requirement.



## Reporting Requirements

- I. Agencies must submit an FSR/Reimbursement Request at least once every quarter.
- II. Agencies must submit an annual ESG CAPER report in January covering the previous year. A separate ESG CAPER report for each ESG component must be submitted in SAGE. The CAPER will report on the outcomes from the previous calendar year (Jan 1 – Dec 31) and is due on January 15<sup>th</sup>.
- III. Agencies must submit a quarterly ESG CAPER report to KHRC. Each report will be cumulative, reporting on the clients served in the previous quarter plus clients enrolled during the reporting quarter. The quarterly reports are submitted to ESG@kshousingcorp.org.

### Reporting periods:

- Quarter 1 (Jan 1 – March 30) due on April 15
- Quarter 2 (Jan 1 – June 30) due on July 15
- Quarter 3 (Jan 1 – September 30) due on October 15
- Quarter 4 (Jan 1 – December 31) due on January 15

## SECTION III: ESG PROGRAM COMPONENTS AND ELIGIBLE ACTIVITIES

Emergency Solution Grant Funding can be used for five program activities: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities.

### Eligible Activities:

- A) Street Outreach – Funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility.
- B) Emergency Shelter – Funds may be used for costs of operating and the provision of essential services to families and individuals in emergency shelters.
- C) Homeless Prevention – Funds may be used to provide housing relocation and stabilization services and short- or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter and prevent incidences of homelessness.
- D) Rapid Re-Housing – ESG funds may be used to provide housing relocation and stabilization services and short- or medium-term rental assistance necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.
- E) HMIS – ESG funds may be used to pay the costs of contributing to the HMIS designated by the Continuum of Care for the area including the costs of purchasing hardware, software licenses or equipment, obtaining technical support, completing data entry and analysis,

monitoring and reviewing data quality, training, reporting, and coordinating and integrating the system. The HMIS funds will be limited to 1.5% of the total funds awarded.

- F) ADMINISTRATION - KHRC as the recipient may use up to 7.5 percent of its ESG grant for the payment of administrative costs related to the planning and execution of ESG activities. This does not include staff and overhead costs directly related to carrying out activities eligible under ESG, because those costs are eligible as part of those activities. As such KHRC will provide approximately 2.5% of ESG awarded funds as administrative costs to all ESG Subrecipients. (576.108. (4) (B))

Assistance to Eligible Persons/Households funded through the Emergency Solutions Grant cannot exceed 24 months of rental assistance, 24 months of utility payment assistance or 6 months of arrears (utility/rent) during any three-year period.

Evaluation and documentation of client eligibility for financial assistance shall be reassessed at least every three months for program participants receiving homelessness prevention assistance and not less than once annually for program participants receiving rapid re-housing assistance (576.401 (b)) to ensure they meet the eligibility criteria, review program and appropriateness standards and to re-evaluate the continuation of services.

The minimum eligibility criteria for ESG beneficiaries are as follows:

1. For essential services related to street outreach, beneficiaries must meet the criteria under paragraph (1)(i) of the "homeless" definition under § 576.2): An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground
2. For emergency shelter, beneficiaries must meet the "homeless" definition in 24 CFR 576.2. For essential services related to emergency shelter, beneficiaries must be "homeless" and staying in an emergency shelter (which could include a day shelter).
3. For homelessness prevention assistance, beneficiaries must meet the requirements described in 24 CFR 576.103.
4. For rapid re-housing assistance, beneficiaries must meet requirements described in 24 CFR 576.104. Further eligibility criteria may be established at the local level in accordance with 24 CFR 576.400(e).

## ESG Eligibility Criteria by Component

|   |                                |  |
|---|--------------------------------|--|
| <b>ELIGIBILITY BY COMPONENT</b><br>(Emergency Solutions Grants Program) | <b>Street Outreach</b>         | <p>Individuals defined as Homeless under the following categories are eligible for assistance in SO:</p> <ul style="list-style-type: none"> <li>• Category 1 – Literally Homeless</li> <li>• Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)</li> </ul> <p>SO projects have the following additional limitations on eligibility within Category 1:</p> <ul style="list-style-type: none"> <li>• Individuals and families must be living on the streets (or other places not meant for human habitation) and be unwilling or unable to access services in emergency shelter</li> </ul>                 |
|   | <b>Emergency Shelter</b>       | <p>Individuals and Families defined as Homeless under the following categories are eligible for assistance in ES projects:</p> <ul style="list-style-type: none"> <li>• Category 1 – Literally Homeless</li> <li>• Category 2 – Imminent Risk of Homeless</li> <li>• Category 4 – Fleeing/Attempting to Flee DV</li> </ul>   |
|   | <b>Rapid Re-housing</b>        | <p>Individuals defined as Homeless under the following categories are eligible for assistance in RRH projects:</p> <ul style="list-style-type: none"> <li>• Category 1 – Literally Homeless</li> <li>• Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)</li> </ul>   |
|   | <b>Homelessness Prevention</b> | <p>Individuals and Families defined as Homeless under the following categories are eligible for assistance in HP projects:</p> <ul style="list-style-type: none"> <li>• Category 2 –Imminent Risk of Homeless</li> <li>• Category 4 – Fleeing/Attempting to Flee DV</li> </ul> <p>Individuals and Families who are defined as At Risk of Homelessness are eligible for assistance in HP projects.</p> <p>HP projects have the following additional limitations on eligibility with homeless and at risk of homeless:</p> <ul style="list-style-type: none"> <li>• Must only serve individuals and families that have an annual income <u>below</u> 30% of AMI</li> </ul> |

## Section IV: Application requirements

### I. APPLICATION Requirements:

1. Applications must be submitted on or before the deadline to be reviewed. Late applications will not be considered for funding.
2. Applications must be complete and have all required attachments to be considered for funding.
3. Applications must be submitted electronically by email or uploading into the SharePoint drive. Paper applications will not be reviewed and will not be considered for funding.
4. ESG agencies must submit their application through a subrecipient agency (unit of local government), unless they have received written approval from KHRC that they can apply without going through a unit of local government. The preapproval from KHRC must be received prior to the due date of the application.
5. The subrecipient application will be combined with the ESG funded agency's application and will be reviewed together. During the review process, the review team will assign one score for the combined application (project).
6. The combined application must have a total matching contribution that equals the requested ESG funds.
7. Community agencies that have been approved to apply directly for the ESG funds without going through a unit of local government must submit both a Subrecipient application and an ESG Agency application.
8. ESG Agencies agree to complete the three computer trainings offered by KSHC: Data Ownership, The Power of a Strong Password, and Keeping your Data Safe.

### II. APPLICATION Review Criteria: (applications will be scored on the following criteria)

#### Subrecipient Project Description:

1. Statement of Need describes why ESG funds are needed in the proposed service area.
2. The proposed project (subrecipient application combined with ESG Agency application(s)) describes how ESG funds will be used to address the need.
3. The subrecipient describes their capacity by providing information about the other federal grants they receive, any changes with key personnel and any changes with their financial system.
4. The subrecipient adequately described how the ESG funded agencies were selected, including outreach efforts and process used to select the ESG agencies.
5. The subrecipient described how the ESG agencies collaborate to address the needs in the service area.
6. The subrecipient adequately described how they will ensure ESG agencies adhere to applicable regulations, policies and requirements, including 24 CFR 576 and 2 CFR 200.
7. The proposed outcomes for the project are reasonable

### ESG Agency Project Summary:

8. The project summary adequately describes how the project will address the needs of persons experiencing homelessness and/or persons at risk of becoming homeless in the service area.
9. The applicant adequately describes their partnerships with other agencies related to the service delivery of ESG funded services.
10. The ESG agency provides an adequate description of the proposed ESG activities in proportion to the amount of funding requested for each ESG component.
11. Description of how the ESG agency collaborates with the continuum of care and other local, regional, and state planning groups.
12. Description of the ESG agency's experience working with the target population.
13. The ESG agency adequately describes their board of director's fiscal oversight committee
14. The ESG agency adequately describes their system of checks in balances in its fiscal management.

### III. Bonus Points:

1. Renewal applications will receive up to 5 bonus points. The amount of bonus points awarded will be based on previous performance with achieving outcomes and expending funds.
2. Projects will receive up to 5 bonus points if located in a "high needs area" based on the most recent Point-in-Time count
3. Projects will receive up to 5 bonus points if they provide ESG services in more than 1 county
4. Projects will receive up to 5 bonus points if their project includes more than 1 ESG funded agency.

Applicants may submit a formal request to review their scoresheets by submitting an open records request to KHRC. Applicants have the right to appeal any funding decision.

### IV. Submission requirements:

The project application must be received electronically by close of business on May 15, 2024. Applications may be submitted by email or uploaded into SharePoint. Hard copies of the applications that are mailed or dropped off at KHRC will not be reviewed. Contact Doug Wallace if you are not able to submit the application electronically.

Please submit the subrecipient application (with attachments) and each ESG Agency application (with attachments) separately. Do not combine into one PDF. Applicants are welcome to submit additional pages for the narrative questions.



## V. Required Attachments:

### Subrecipient Application:

- Organization Chart of Sub recipient
- Certification of Written Standards
- Attach a completed W-9 Form for Sub recipient.
- Attach the following sections of the subrecipient's most recent audit:
  - Schedule of Findings and Questioned Costs
  - Summary Schedule of Prior Audit Findings.
- Performance Outcomes certification
- Attach Certification of Local Unit of Government Approval Statement and Signature Form.

### ESG Agency Application:

- Attach 501 (C) 3 status letter (must be IRS letter) for each ESG funded agency
- Attach Certificate of Good Standing (must be copy of current certificate from Kansas Secretary of State) for each ESG funded agency
- Environmental Review Certification for each ESG funded agency
- Attach an Organization Chart for each ESG agency
- Attach the following sections of agency's most recent audit:
  - Schedule of Findings and Questioned Costs
  - Summary Schedule of Prior Audit Findings
- Attach a copy of all program rules and policies.
- Attach a copy of ESG Written Standards
- Attach agency termination / grievance policy and procedures - Per 576.402 Terminating assistance.
- Attach documentation of membership to continuum of care (letter signed by continuum of care)
- Program Partnerships
- Match Certification form
- ESG Shelter Habitability Checklist (shelters only)
- Training certificates for the three trainings offered through KSHC: Data Ownership, The Power of a Strong Password, and Keeping Your Data Safe.



2024

KANSAS EMERGENCY SOLUTIONS GRANT APPLICATION

SECTION V: SUBRECIPIENT APPLICATION

Subrecipient is responsible for the administration of the ESG funds and coordination of the ESG programs in the geographical jurisdiction. An ESG Agency application will also need to be submitted if the subrecipient agency plans to provide ESG funded services.

Subrecipient Agency Information

Sub Recipient City of Pittsburg, KS

Authorized Representative Stu Hite Title Mayor, City of Pittsburg

Address: PO BOX Pittsburg

KS 66762 Federal I.D. Number: 48-6041003

State Zip Code

Unique Entity ID # XNPHHQ8RAQH1

Primary ESG Contact Megan Keener, Assistant Director of Housing

Telephone 620-230-5572 Fax 620-232-3453

E-mail Address megan.keener@pittks.org

1. Date of last single audit? May 2023

Were there any findings? No finding

2. Please list other federal grants you receive: Please see "ESG 2024-2025 Application: Additional Information and Documents"

3. Have there been recent changes in key staff positions in the last two years? Kim Forman is the new Director of Community Development and Housing as of October 2022. The City of Pittsburg has a new finance director, Allison Ramsey as of 2023. I was promoted to Assistant Director of Housing.

4. Have there been any significant changes to your financial system in the last two years? No significant changes in our financial system in the last two years. The only change is a new finance director.

5. Statement of Need for ESG funds in the service area  
Please see "ESG 2024-2025 Application: Additional Information and Documents"
  
6. Please provide an overview of how ESG funds will be used in your service area/ jurisdiction to address the need.  
Please see "ESG 2024-2025 Application: Additional Information and Documents"
  
7. Please describe how the ESG funded agencies in the proposed service area will collaborate with each other and with other community agencies.  

If the City of Pittsburg and the ESG funded agencies are awarded the ESG funds, both agencies will work together weekly to ensure we are helping the most vulnerable individuals/families in our service area. We will also work with other community agencies to make sure our clients are referred to the additional services they need to succeed in their day to day life. We will work on strategic approach to ensure the long-term satisfaction, retention, and growth of our clients.
  
8. If the subrecipient plans to pass through the ESG funds to community agencies, describe your outreach efforts and process to identify the agencies to include in the application.  
  
Please see "ESG 2024-2025 Application: Additional Information and Documents"
  
9. Describe how you, as the pass-through agency, will ensure the ESG funded agencies adhere to ESG regulations, Uniform Guidance and the KHRC ESG Policy Manual.  
  
Please see "ESG 2024-2025 Application: Additional Information and Documents"
  
10. Provide a description of your project to be used for the FFATA reporting  

The City of Pittsburg will follow all the requirements regarding FFATA reporting. The City of Pittsburg finance department will be responsible for the reporting requirements surrounding FFATA.





# 2024-2025 Kansas ESG

11. Complete the table below listing all agencies included in this application.

**Total ESG REQUEST (all applying agencies)**

| ESG Funded Agency       | Street Outreach | Shelter     | Homeless Prevention | Rapid Re-Housing | HMIS       | Match        | Totals       |
|-------------------------|-----------------|-------------|---------------------|------------------|------------|--------------|--------------|
| City of Pittsburg       |                 |             | \$85,000.00         | \$85,000.00      | \$300.00   | \$170,438.14 | \$170,300.00 |
|                         |                 |             |                     |                  |            |              |              |
| Community Health Center | \$169,459.12    | \$17,733.32 |                     |                  | \$2,497.00 | \$190,379.47 | \$189,456.44 |
|                         |                 |             |                     |                  |            |              |              |
|                         |                 |             |                     |                  |            |              |              |
| <b>Sub Totals</b>       | \$169,459.12    | \$17,733.32 | \$85,000.00         | \$85,000.00      | \$2,797.00 | \$360,817.61 | \$359,756.44 |

**Counties Served with ESG funds.**

12. List the counties that will be served with ESG funds:

Crawford County

## Section VI: PERFORMANCE OUTCOME MEASURES

The U. S. Department of Housing and Urban Development (HUD) is instituting performance measures to gather information to determine the effectiveness of programs funded with CDBG, ESG, HOME and HOPWA. Information obtained on the local level will be reported to HUD which will enable HUD to describe performance results at the National Level. HUD's outcome performance measurement system has three objectives and three outcomes which are listed below.

1. Select one of the following that best fits your project objective:

- Suitable living environment
- Decent affordable housing
- Creating economic opportunity

2. Select at least one of the following that describes the outcome your project will achieve: (NOTE: Outcomes show how programs benefit a community or people served.)

- Availability/Accessibility (Applies to activities that make services, infrastructure, housing, shelter, or employment opportunities available or accessible to low-income persons by improving or providing new services, etc.)
- Affordability (This applies to making an activity more affordable for low-income persons.)
- Sustainability (Using ESG resources in a targeted area to help make that area more viable/livable.)

3. Please describe the process to establish and select the above objectives and outcomes.

The core entities are comprise the local homeless service provider network including the following: City of Pittsburg, Wesley House, Crawford County Mental Health, Catholic Charities, Pittsburg Police Department, Via Christi Hospital, and Community Health Center of Southeast Kansas. These entities work together regularly, and design grant funded program to complement one another, with the goal of eliminating barriers to housing and streamlining process. We have seen great outcomes from adjustment that grant last years based on the services we provided and the needs that were identified.



ANTICIPATED PROJECT OUTCOMES

The chart below describes two significant outcome(s) for each activity funded by ESG. These outcomes will apply to all projects funded for the 2024 ESG period.

| ESG ACTIVITY        | EXPECTED OUTCOME   | PROPOSED OUTCOMES FOR THE ESG PROJECT |
|---------------------|--|---------------------------------------|
| Shelter             | 75% of clients with more than 90 days in shelter exit to permanent destinations.             | 48                                    |
| Shelter             | 75% of clients with less than 90 days in shelter exit to destination other than the streets. | 20                                    |
| Street Outreach     | 50% of clients will access housing (ES, TH, SH, PH or PSH)                                   | 35                                    |
| Street Outreach     | 75% of clients will access Essential Services  | 48                                    |
| Homeless Prevention | 75% of clients will maintain Permanent Housing for six (6) months.                           | 22                                    |
| Homeless Prevention | 75% of clients will access permanent housing   | 25                                    |
| Rapid Re Housing    | 75% of clients will maintain Permanent Housing for six (6) months.                           | 22                                    |
| Rapid Re Housing    | 75% of clients will access permanent housing   | 25                                    |

Certification: To the best of my knowledge and belief, the data in this application are true and correct. This document has been duly authorized by the governing body of the applicant. The applicant will ensure compliance with the ESG regulations of 24 CFR Part 576, the Uniform Administrative Requirements Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200, the ESG grant agreement and federal and state regulations if assistance is approved.

May 14th, 2024

Signature of Authorized Official of Governing Body Date

Mayor, City of Pittsburg

Title

SECTION X: PERFORMANCE OUTCOMES  
Written Standards for Provision of ESG Assistance

1. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under Emergency Solutions Grant (ESG). The policies and procedures must be consistent with the recordkeeping requirements and definitions of "homeless" and "at-risk of homelessness" in the federal ESG regulations at: 24 CFR 576.2 and 24 CFR 576.500 (b-e).
2. Standards for targeting and providing essential services related to street outreach.
3. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, (*e.g.*, victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest).
4. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter.
5. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers. The required coordination may be done over an area covered by the Continuum of Care or a larger area.
6. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance. For homeless prevention, include the risk factors used to determine who would be most in need of this assistance to avoid becoming homeless.
7. Standards for determining what percentage or amount (if any) of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance. If the assistance will be based on a percentage of the participant's income, specify this percentage, and how income will be calculated.
8. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time. One-year lease required for project-based assistance. Annual participant evaluations required with rapid re-housing assistance; three-month evaluations required with homeless prevention assistance. Individual assistance cannot exceed 24 months in a three-year period.
9. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program



## 2024-2025 Kansas ESG

participant may receive assistance, or the maximum number of times the program participant may receive assistance. Note: ESG regulations limit this assistance to no more than 24 months in a three-year period. Housing stability case management is limited as specified on pp. 75979-80 of the [federal regulations](#).

10. *Participation in HMIS*. The recipient must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

Please certify the ESG funded agencies will establish applicable Written Standards for ESG.

Name Stu Hite Title Mayor, City of Pittsburg  
Signature \_\_\_\_\_ Date May 14th, 2024



2024

KANSAS EMERGENCY SOLUTIONS GRANT APPLICATION

ESG AGENCY APPLICATION

(The ESG agency application form should be completed by each agency requesting ESG funds)

A) Applicant Information

Applicant agency is required to be an existing Emergency Shelter, Homeless Services Provider or Other Program that provides services to homeless clients. It is also required to be a Local Government or nonprofit 501 (c) (3).

- Renewal application - currently receives ESG funding
New funding application - does not currently receive ESG funding

Agency's Legal Name: City of Pittsburg, Kansas
Unique Entity ID #: XNPHHQ8RAQH1
Street/P.O. Box: 101 N Pine St Phone #: 620-232-1210
City: Pittsburg State: Kansas Zip: 66762 County: Crawford
Chief Executive Officer: Daron Hall CEO Email: daron.hall@pittks.org
Chief Financial Officer: Allison Rasmey CFO Email: allison.rasmey@pittks.org
ESG Contact Person: (name and title): Megan Keener, Assistant Director of Housing
Email of ESG Contact Person: megan.keener@pittks.org Phone #: 620-230-5572
Alt. ESG Contact Person (required): (Name and Title): Denice Tilson, HCV Specialist II
Email of Alt. ESG Contact Person (required): denice.tilson@pittks.org Phone #: 620-232-1210
Primary Contact person for your ESG program to be listed on the KHRC website:
Contact Person: (name and title): Megan Keener, Assistant Director of Housing
Email of ESG Contact Person: megan.keener@pittks.org Phone #: 620-230-5572

B) AGENCY TYPE:

- Day Shelter
Emergency Shelter - 90 days or less
Homeless Services Provider (Homeless Prevention or Rapid Re Housing)
Street Outreach
Other (Provide Description) HCV, EHV, SV, TBRA, FYI

Please identify the primary homeless category the program(s) will serve. Please check the appropriate categories below:

- Category 1: Literally Homeless
- Category 2: Imminent Risk of homeless
- Category 4: Fleeing / Attempting to Flee DV

### AGENCY CAPACITY

1. Please identify and describe all partnerships with other agencies related to the service delivery of ESG funded services.

Please see "ESG 2024-2025 Application: Additional Information and Documents"  
Please note: The list of the program partnership is an ongoing list as we find additional community agencies to partner with.

2. How long has your organization served homeless populations?

- 10 or more years
- 5-9 years
- Less than 5 years

3. Is your organization an active member of any of the following? Please check those that apply.

- Continuum of Care:
- Regional/Local Planning Meetings
- State/Local Consolidated Plan Process
- Regional/Local Homeless Committees

4. How agency staff participate in local planning meetings/groups?

- Please describe the level of involvement.

The City of Pittsburg has representation at every BoS CoC and SEK Regional Meeting. The City of Pittsburg has representation at weekly coordinated entry meetings. The City of Pittsburg staff plays an active role in the PIT/HIC count every year. The Assistant Director of Housing is interested in being apart of the Performance Committee with the CoC.

5. Describe your proposed project will collaborate with the Continuum of Care.

The proposed project will use coordinated entry assessments to get participants data into HMIS. The Assistant Director of Housing/Case Manager will participate in monthly regional planning meetings along with weekly case conferencing meeting. We will work with the other organizations in the CoC to prioritize housing opportunities and additional resources our clients may need.

6. Describe your usage of the HMIS designated by the Continuum of Care

All of our Rapid Re-housing and Homeless Prevention participants will complete a Coordinated Entry Assessment and we will enter that data into HMIS. We will run CAPER reports quarterly and annually and will share with KHRC as requested. We will use HMIS to address the any gaps in services and how we can address those gaps in service.

7. Describe how your agency uses the Coordinated Entry system operating in your CoC

The City of Pittsburg completes a Coordinated Entry (CE) assessment at intake and enters it into Clarity. The CE is essential in our work to assess and prioritize the most vulnerable people into the most appropriate housing for their situation. Our weekly case conferencing leads to referrals to organizations that provide the most appropriate support. The CE case conferencing ensures that the CoC is not duplicating services.

8. How does this project address the needs of persons experiencing homelessness or at risk of becoming homeless in your service area?

Throughout our years of providing Rapid Re-housing and Homeless Prevention assistance to the individuals/families experiencing homeless or at risk of homeless, we have provided them a pathway into housing and employment. We work at providing services to those with higher social vulnerability scores to get them off the streets or keep their current roof of their heads. Many of the clients that we serve on a daily basis are in survival mode and just trying to find permanent housing for themselves or their family. If we can provide a gap in housing prior to qualifying for permanent housing, it allows the clients to become more self-sufficient and flourish as a member in our community.

9. Briefly describe the organization's board of director's fiscal oversight committee. How many members does it have, how often does it meet, and what are its responsibilities?

The City of Pittsburg's fiscal oversight is provided by the City of Pittsburg Finance Department, who monitors the flow of funds, both incoming and outgoing. The finance department has Director, Deputy Director and 3 staff accounts. The financial statements are provided to the City Commissioners on a monthly basis for approval. The Pittsburg Public Housing Authority also provides oversight on the financial and helps double check the incoming and outgoing funds.



10. What type of financial management system does the organization have? Describe the organization's system of checks and balances in its fiscal management. What is the division of responsibilities to ensure good fiscal oversight? Explain who maintains the organization's accounting records and if there is a software system utilized, please be specific as to the type and capabilities of the software or accounting system.

The City of Pittsburg Finance Department uses INCODE as their financial management system. The ESG case manager send the check request over to accounts payable. Once accounts payable received it, they double check the information and amount and enter it into their system. The finance director reviews the check request and information entered into the INCODE system. Once everything matches, a check or EFT statement is issued. All checks have two signatures on them.

11. Does your agency have pending civil or criminal proceedings filed or being processed currently or have been processed over the past three years? If the answer is "yes" an explanation must be provided with official documentation or court record that demonstrates the status of the issue:

No, we do not have any pending civil or criminal proceeding filed against the City of Pittsburg/Pittsburg Public Housing Authority.

12. Provide an address and physical description of the shelter and/or service delivery site. (Domestic Violence providers provide only physical description)

1) Community Development and Housing office, at 101 N Pine St, Pittsburg, KS 66762

2) Wesley House, at 411 E 12th St, Pittsburg, KS 66762

3) Community Health Center of Southeast Kansas, at 3015 N Michigan, Pittsburg, KS 66762

13. Explain how your agency will identify and document homeless status of a client. Per 576.500 Recordkeeping and reporting requirements (b) Homeless Status:

The City of Pittsburg will work alongside community partners to identify people who are experiencing homelessness. Those identified will complete a Kansas Emergency Shelter Grant homelessness certification. The homeless client will then be assigned a homeless case manager who will then do an assessment through Clarity.

14. Are there any current HUD findings against the agency? If yes, please explain:

No HUD findings against the City of Pittsburg or the Pittsburg Public Housing Authority

## 1. PROPOSED PROJECT ACCOMPLISHMENTS

Please provide the proposed accomplishments if awarded funding.

### PROPOSED ACCOMPLISHMENTS:

Total number of households to be served: 30

Total unduplicated individuals to be served: 75

Indicate the number of unduplicated adults to be served: 35

Indicate the number of unduplicated children to be served: 40

If a current ESG agency, please provide the accomplishments you achieved during the 2023 grant year.

Prior ESG (if previous grantee) accomplishments: YES X NO     

Total number of households served: 18

Total unduplicated individuals served: 45

Indicate the number of unduplicated adults served: 21

Indicate the number of unduplicated children served: 24

| ESG activity        | Outcome  | 2023 outcomes | Briefly explain if you did not achieve the expected outcome |
|---------------------|--|---------------|---|
| Shelter             | 75% of clients with more than 90 days in shelter exit to permanent destinations              |               |   |
| Shelter             | 75% of clients with less than 90 days in shelter exit to destination other than the streets. |               |   |
| Street Outreach     | 50% of clients will access housing (ES, TH, SH, PH or PSH)                                   |               |   |
| Street Outreach     | 75% of clients will access Essential Services  |               |   |
| Homeless Prevention | 75% of clients will maintain Permanent Housing for six (6) months.                           | 80%           |   |
| Homeless Prevention | 75% of clients will access permanent housing   | 77%           |   |
| Rapid Re Housing    | 75% of clients will maintain Permanent Housing for six (6) months.                           | 88%           |   |
| Rapid Re Housing    | 75% of clients will access permanent housing   | 77%           |   |



ESG ACTIVITY FUNDING

Please provide a detailed description on EACH activity your agency will provide if funded.

| A. Street Outreach               |                  |
|----------------------------------|------------------|
| Street Outreach                  | Amount Requested |
| Engagement Activities            |                  |
| Case Management                  |                  |
| Emergency Health Services        |                  |
| Emergency Mental Health Services |                  |
| Transportation                   |                  |
| TOTAL                            |                  |

Street Outreach: Please provide a detailed description of your program and service delivery.

No Street Outreach activities will be conducted by the City of Pittsburg

**B. Emergency Shelter**

| Emergency Shelter                              | Amount Requested |
|--|------------------|
| Essential Services                             |                  |
| Minor Renovation Activities                    |                  |
| Shelter Operations                             |                  |
| Vouchers (Hotel or Motel where ES unavailable) |                  |
| TOTAL  |                  |

\* Major rehabilitation and/or conversion projects will not be considered. Major rehabilitation is defined as a rehabilitation cost of an emergency shelter that exceeds 75 percent of the value of the building after conversion.

Emergency Shelter: Please provide a detailed description of your program and service delivery

No Emergency Shelter activities will be conducted by the City of Pittsburg

## C. Homeless Prevention

| Homeless Prevention                                | Amount Requested   |
|--|--------------------|
| Rental Assistance (Short-Term / Medium-Term)       | \$37,875.00        |
| Utility Assistance                                 | \$16,000.00        |
| Rental Arrears (1-time payments of up to 6 months) | \$16,000.00        |
| Security Deposits (up to 2 months)                 | \$5,000.00         |
| Moving Costs                                       |                    |
| Services Costs                                     | \$10,125.00        |
| <b>TOTAL</b>                                       | <b>\$85,000.00</b> |

Homeless Prevention: Please provide a detailed description of your program and service delivery

The City of Pittsburg anticipate 15-20 households will have a request for Homeless Prevention services made through the "Homeless Services Case Manager", during the 12 month project period. All eligible household will meet the homeless definition for Homeless Prevention (Category 2, 3, & 4), have annual income at or below 30% of AMI, and additional eligibility criteria. Enrolled households will receive housing relocation and stabilization services through the City of Pittsburg. Estimated 50% of households will need financial assistance to pay current rent, utility arrears, utility deposits, and any security deposit. The Homeless Service Case Manager will refer clients the City of Pittsburg TBRA Security Deposit program if they are within the City Limits of Pittsburg. As this funding will prevent households from becoming homeless and enabling them to remain in their current rental housing. The City of Pittsburg will not be budgeting any moving cost.

The Homeless Services Case Manager will provide eligible households with referrals and coordination of other services such as health care, employment, education, and youth programs to other community providers based upon the needs identified during the initial consultation and subsequent monthly visits. Assistance with application to mainstream government benefits such as Medicaid, SSI, TANF, and SNAP will also be provided. Each household will develop a Housing Stabilization Plan with the Homeless Services Case Manager to establish goals and timelines in achieving housing stability. All required documentation to support household eligibility and services will be maintained by the Homeless Services Case Manager and updated during the required monthly face-to face meeting or all enrolled households.

See policies setting forth how eligible households will assist in prioritizing assistance, determining share of costs, length of rental assistance and type, amount and duration of housing stabilization of relocation services. Under Homeless Prevention, we will provide short-term rental assistance with the possibility of medium-term assistance (depending on situation and client participation) and payment of rental arrears including late fees. Household cannot be receiving rental assistance from another receiving rental assistance from another public source for the same time period. All households must have a legally binding written lease in order to receive the same time period.

There is a lot of need for services in Crawford County and the City of Pittsburg feels we can utilize these funds more sufficiently by just serving Crawford County and it will allow our Homeless Service Case Manager to serve the clients more appropriate. Household are to select housing unit in which to live and receive rental assistance. The 2024-2025 US Department of HUD Fair Market Rates will be used along with the Section 8 Rental Assistance payment standards, along with rent reasonableness and Housing Quality Standards (HQS).

| D. Rapid Re-Housing                                |                    |
|--|--------------------|
| Rapid Re-Housing                                   | Amount Requested   |
| Rental Assistance (Short-Term / Medium-Term)       | \$47,875.00        |
| Utility Assistance                                 | \$22,000.00        |
| Rental Arrears (1-time payments of up to 6 months) |                    |
| Security Deposits (up to 2 months)                 | \$5,000.00         |
| Moving Costs                                       |                    |
| Services Costs                                     | \$10,125.00        |
| <b>TOTAL</b>                                       | <b>\$85,000.00</b> |

Rapid Re-Housing: Please provide a detailed description of your program and service delivery

The City of Pittsburg anticipates 15-25 households will qualify for Rapid-Rehousing Services due to meeting the eligibility of being literally homeless. These households will received housing relocation and stabilization services along with short-term rental assistance with the possibility of medium-term rental assistance (depending on situation and client participation). We estimate all households will need financial assistance with utility deposit, utility arrears, rental assistance in order to achieve stabilization, and rental deposit. The Homeless Service Case Manager will refer clients the City of Pittsburg TBRA Security Deposit program if they are within the City Limits of Pittsburg. Since these households have been literally homeless, we project lesser need to provide rental arrear assistance compared to household qualifying for Homeless Prevention.

The Homeless Services Case Manager will provide eligible households with referrals and coordination of other services such as health care, employment, education, and youth programs to other community providers based upon the needs identified during the initial consultation and subsequent monthly visits. Assistance with application to mainstream government benefits such as Medicaid, SSI, TANF, and SNAP will also be provided. Each household will develop a Housing Stabilization Plan with the Homeless Services Case Manager to establish goals and timelines in achieving housing stability. All required documentation to support household eligibility and services will be maintained by the Homeless Services Case Manager and updated during the required monthly face-to face meeting or all enrolled households.

See policies setting forth how eligible household will assist in prioritizing assistance, determining share of costs, length of rental assistance and type, amount and duration of housing stabilization of relocation services. All households cannot be receiving rental assistance from another public source for the same time period. All households must have a legally binding written lease in order to receive the same time period.

There is a lot of need for services in Crawford County and the City of Pittsburg feels we can utilize these funds more sufficiently by just serving Crawford County and it will allow our Homeless Service Case Manager to serve the clients more appropriate.

Household are to select housing unit in which to live and receive rental assistance. The 2024-2025 US Department of HUD Fair Market Rates will be used along with the Section 8 Rental Assistance payment standards, along with rent reasonableness and Housing Quality Standards (HQS).



## E. HMIS

| HMIS – up to 1.5% of the total ESG funds requested | Amount Requested |
|--|------------------|
| Hardware / Software                                |                  |
| Equipment Costs                                    |                  |
| Data Entry / Analysis                              |                  |
| Data Quality                                       |                  |
| Training   | \$300.00         |
| Reporting  |                  |
| <b>TOTAL</b>                                       | <b>\$300.00</b>  |

HMIS: Please provide a detailed description of your program and service delivery

The City of Pittsburg will be conducting the HMIS data entry and reporting. The City of Pittsburg is available for any training that would be available for any HMIS entry. The HMIS funding will allow the City of Pittsburg to train additional staff with HMIS data entry and reporting.

**MATCH REQUIREMENTS**

ESG requires a 100% match. The sub recipient must make matching contributions to supplement the ESG program in an amount that equals the amount of ESG funds provided by KHRC. The sub recipient must identify the source of match at the time of applying for ESG.

Matching contributions may be obtained from any source, including any federal source other than the ESG program, as well as state, local, and private sources. However, the following requirements apply to matching contributions from a federal source of funds:

- The sub recipient must ensure the laws governing any funds to be used as matching contributions do not prohibit those funds from being used to match Emergency Solutions Grant (ESG) funds.
- If ESG funds are used to satisfy the matching requirements of another federal program, then funding from that program may not be used to satisfy the matching requirements under this section.

The sub recipient may count as match the value specified in 2 CFR 200.306(d) for any building the recipient or subrecipient donates for long-term use in the recipient's ESG program, provided that depreciation on the building is not counted as match or charged to any Federal award. If a third party donates a building to the recipient or subrecipient, the recipient may count as match either depreciation of the building and fair rental charges for the land for each year the building is used for the recipient's ESG program or, if the building is donated for long-term use in the recipient's ESG program, the fair market value of the capital assets, as specified in 2 CFR 200.306(h)(2), (i), and (j). To qualify as a donation for long-term use, the donation must be evidenced by a recorded deed or use restriction that is effective for at least 10 years after the donation date. If the donated building is renovated with ESG funds, the minimum period of use under §576.102(c) may increase the period for which the building must be used in the recipient's ESG program.

*(d) Eligible types of matching contributions.* The matching requirement may be met by one or both of the following:

*(1) Cash contributions.* Cash expended for allowable costs, as defined in OMB Circulars A-87 (2 CFR part 225) and A-122 (2 CFR part 230), of the recipient or subrecipient.

*(2) Noncash contributions.* The value of any real property, equipment, goods, or services contributed to the recipient's or subrecipient's ESG program, provided that if the recipient or subrecipient had to pay for them with grant funds, the costs would have been allowable. Noncash contributions may also include the purchase value of any donated building.

*(e) Calculating the amount of noncash contributions.* (1) To determine the value of any donated material or building, or of any lease, the recipient must use a method reasonably calculated to establish the fair market value.

(2) Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's or subrecipient's organization. If the recipient or subrecipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.

(3) Some noncash contributions are real property, equipment, goods, or services that, if the recipient or subrecipient had to pay for them with grant funds, the payments would have been indirect costs. Matching credit for these contributions must be given only if the recipient or subrecipient has established, along with its regular indirect cost rate, a special rate for allocating to individual projects or programs the value of those contributions.

*(f) Costs paid by program income.* Costs paid by program income shall count toward meeting the recipient's matching requirements, provided the costs are eligible ESG costs that supplement the recipient's ESG program.



**Match Certification Form**

|   |   |  |
|---|---|--|
| Sub Recipient Agency:<br><b>City of Pittsburg, Kansas</b> | Sub Recipient Agency - Unique Entity ID #<br>XNPHHQ8RAQH1 |  |
| Address:<br>101 N Pine St                                 | City/State/Zip:<br><b>Pittsburg, KS 66762</b>             |  |
| Executive Director:<br>Kim Froman                         | Executive Director Email:<br>kim.froman@pittks.org        | Executive Director Phone:<br><b>620-230-5550</b> |

**MATCH CERTIFICATION:**

- The ESG applicant completing this Match Certification has verified the eligibility of the match item(s) to which this certification relates;
- The ESG applicant has reviewed the Federal Guidelines regarding the match requirement (24 CFR 576.201 and 2 CFR 200.306);
- The ESG applicant has verified that the funds used to Match the ESG Program are not being used to match any other grant;
- The ESG applicant has / will collect valid documentation of Match for which this certification relates; and,
- The ESG applicant Executive Director has reviewed the Match documentation to which this Match Certification relates and has verified that all the representations made in this Match Certification are true and correct.

| Requested Activity  | Amount Requested    | Amount of Match     | Match Description     |
|---------------------|---------------------|---------------------|-----------------------|
| Street Outreach     |                     |                     |                       |
| Emergency Shelter   |                     |                     |                       |
| Homeless Prevention | \$85,000.00         | \$132,374.18        | Staff Salaries        |
| Rapid Re Housing    | \$85,000.00         | \$31,188.96         | In-kind Supplies      |
| HMIS                | \$300.00            | \$6,875.00          | In-kind HQS Inspector |
| <b>Total</b>        | <b>\$170,300.00</b> | <b>\$170,438.14</b> |                       |

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

Date: 5/14/24

Title: Mayor, City of Pittsburg

## Written Standards for Provision of ESG Assistance

Attach a copy of the agency's written standards. At a minimum, the written standards must contain the following:

1. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under Emergency Solutions Grant (ESG). The policies and procedures must be consistent with the recordkeeping requirements and definitions of "homeless" and "at-risk of homelessness" in the federal ESG regulations at: 24 CFR 576.2 and 24 CFR 576.500 (b-e).
2. Standards for targeting and providing essential services related to street outreach.
3. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, (*e.g.*, victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest).
4. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter.
5. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers. The required coordination may be done over an area covered by the Continuum of Care or a larger area.
6. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance. For homeless prevention, include the risk factors used to determine who would be most in need of this assistance to avoid becoming homeless.
7. Standards for determining what percentage or amount (if any) of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance. If the assistance will be based on a percentage of the participant's income, specify this percentage, and how income will be calculated.
8. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time. One-year lease required for project-based assistance. Annual participant evaluations required with rapid re-housing assistance; three-month evaluations required with homeless prevention assistance. Individual assistance cannot exceed 24 months in a three-year period.
9. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant may receive assistance, or the maximum number of times the program participant may receive assistance. Note: ESG regulations limit this

assistance to no more than 24 months in a three-year period. Housing stability case management is limited as specified on pp. 75979-80 of the [federal regulations](#).

10. *Participation in HMIS.* The recipient must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.



**Section XI: MINIMUM HABITABILITY STANDARDS FOR EMERGENCY SHELTERS:**

## CHECKLIST 2023 ESG:

The Emergency Solutions Grants (ESG) Program Interim Rule establishes different habitability standards for emergency shelters and for permanent housing (the Rapid Re-housing and Homelessness Prevention components).

- Emergency Shelter Standards.
  - Emergency shelters that receive ESG funds for renovation or shelter operations must meet the minimum standards for safety, sanitation, and privacy provided in §576.403(b).
  - In addition, emergency shelters that receive ESG funds for renovation (conversion, major rehabilitation, or other renovation) also must meet state or local government safety and sanitation standards, as applicable.
- Permanent Housing Standards. The recipient or subrecipient cannot use ESG funds to help a program participant remain in or move into housing that does not meet the minimum habitability standards under §576.403(c). This restriction applies to all activities under the Homelessness Prevention and Rapid Re-housing components.

Recipients and subrecipients must document compliance with the applicable standards. Note that these checklists do not cover the requirements to comply with the Lead-Based Paint requirements at §576.403(a). For more discussion about how and when the standards apply, see ESG Minimum Standards for Emergency Shelters and Permanent Housing, located at <http://OneCPD.info/esg>.

The checklists below offer an optional format for documenting compliance with the appropriate standards. These are intended to:

1. Provide a clear summary of the requirements and an adaptable tool so recipients and subrecipients can formally assess their compliance with HUD requirements, identify and carry out corrective actions, and better prepare for monitoring visits by HUD staff.
2. Provide a tool for a recipient to monitor that its subrecipient is in compliance with HUD requirements. Where non-compliance is identified, the ESG recipient can use this information to require or assist the subrecipient to make necessary changes.

Prior to beginning the review, the subrecipient should organize relevant files and documents to help facilitate their review. For instance, this may include local or state inspection reports (fire-safety, food preparation, building/occupancy, etc.), or policy and procedure documents related to emergency shelter facility maintenance or renovations.

Carefully read each statement and indicate the shelter's or unit's status for each requirement (Approved or Deficient). Add any comments and corrective actions needed in the appropriate box. The reviewer should complete the information about the project, and sign and date the form. This template includes space for an "approving official," if the recipient or subrecipient has designated another authority to approve the review. When the assessment is complete, review it with program staff and develop an action plan for addressing any areas requiring corrective action.

## MINIMUM STANDARDS FOR EMERGENCY SHELTERS

Instructions: Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. A copy of this checklist should be placed in the shelter's files.

| Approved | Deficient | Standard<br><i>(24 CFR part 576.403(b))</i>  |
|----------|-----------|--|
|          |           | <b>1. Structure and materials.</b><br>a. The shelter building is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents.<br>b. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance uses Energy Star and Water Sense products and appliances.   |
|          |           | <b>2. Access.</b> Where applicable, the shelter is accessible in accordance with:<br>a. Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;<br>b. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and<br>c. Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35.                                |
|          |           | <b>3. Space and security.</b> Except where the shelter is intended for day use only, the shelter provides each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.   |
|          |           | <b>4. Interior air quality.</b> Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.   |
|          |           | <b>5. Water Supply.</b> The shelter's water supply is free of contamination.   |
|          |           | <b>6. Sanitary Facilities.</b> Each program participant in the shelter has access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.   |
|          |           | <b>7. Thermal environment.</b> The shelter has any necessary heating/cooling facilities in proper operating condition.   |
|          |           | <b>8. Illumination and electricity.</b><br>a. The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety.<br>b. There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.  |
|          |           | <b>9. Food preparation.</b> Food preparation areas, if any, contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.  |
|          |           | <b>10. Sanitary conditions.</b> The shelter is maintained in a sanitary condition.   |
|          |           | <b>11. Fire safety.</b><br>a. There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas.<br>b. All public areas of the shelter have at least one working smoke detector.<br>c. The fire alarm system is designed for hearing-impaired residents.<br>d. There is a second means of exiting the building in the event of fire or other emergency. |
|          |           | <b>12.</b> If ESG funds were used for renovation or conversion, the shelter meets state or local government safety and sanitation standards, as applicable.  |
|          |           | <b>13.</b> Meets additional recipient/subrecipient standards (if any).   |

### CERTIFICATION STATEMENT

I certify that I have evaluated the property located at the address below to the best of my ability and find the following:



Property meets all of the above standards.

Property does not meet all of the above standards.

COMMENTS:

ESG Recipient Name:   Kansas Housing Resources Corporation  

ESG Subrecipient Name (if applicable): \_\_\_\_\_

Emergency Shelter Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_ Date of review: \_\_\_\_\_

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

Approving Official Signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

Approving Official Name (if applicable): \_\_\_\_\_



**STATEMENT ASSURING COMPLIANCE WITH APPLICABLE  
ENVIRONMENTAL REGULATIONS**

ESG Agency Name: City of Pittsburg, Kansas

ESG Contact Person: Megan Keener

The use of federal funds triggers the requirement of compliance with federal environmental regulations developed by the Department of Housing and Urban Development (HUD). These regulations, contained in 24 CFR Part 50 and Part 58 "Environmental Review Procedures for Recipients Assuming HUD Responsibilities", require compliance with the National Environmental Policy Act (NEPA), as well as several related federal laws, regulations and Executive Orders. In order to ensure compliance with these environmental regulations, the state shall require a complete description of all physical work to be undertaken, including specifications and drawings where applicable. This information is necessary to ensure that all environmental reviews and paperwork can be completed by the state in order to satisfy HUD requirements. No funds will be released, or vouchers paid for physical activities unless environmental clearance has been obtained from HUD. NO construction activities may occur without formal notification from the City that the release of environmental conditions has occurred.

All physical projects must comply, where applicable, with environmental requirements, guidelines and statutory obligations in the following areas, as outlined in 24 CFR Parts 50 and 58, Historic Properties Protection; Flood plain Management and Wetland Protection; Coastal Zone Management Requirements; Sole Source Aquifer Protection; Wildlife, Endangered Species, and Wild and Scenic River Protection; Water Quality Regulations; Air Quality; Solid Waste Management Regulations; Farmland Protection; and other HUD Environmental Standards.

All work plans will be reviewed to ensure compliance with applicable environmental standards. The following sections briefly outline the statutory compliance areas which will affect most physical activities undertaken with CDBG funds.

**Historic Properties:** All properties to be rehabilitated, renovated, demolished or physically changed in any manner will be reviewed to determine if they are contained on the State of Kansas Historic List. If a structure is contained on the Historic List, rehabilitation or renovation activities must adhere to the National Secretary of the Interior's Standards for Rehabilitation. Any proposed activity which does not adhere to the Secretary of the Interior's Standards must be reviewed by the Kansas State Historic Preservation Office (SHPO) prior to commencement of the activity. All requirements outlined by SHPO and, where necessary, the Advisory Council on Historic Preservation, must be met before funds can be released. These requirements also pertain to demolition activities.

**Air Quality/Asbestos Abatement:** Prior to any rehabilitation, demolition or heating and ventilation improvement activity, all areas to be disturbed must be inspected for the presence of asbestos containing materials (ACM's). If asbestos is found in areas to be disturbed, all asbestos-containing materials must be completely removed by a NESHAP certified asbestos removal contractor and disposed of in accordance with all local, state, and federal laws and requirements prior to the commencement of any construction or demolition work. All records documenting compliance with local, state, and federal laws and regulations must be presented to the state prior to the commencement of any construction activity to obtain the



release of funds. If the inspection determines that no asbestos is present in the areas to be disturbed, a signed letter stating the date of inspection and the absence of asbestos must be presented to the state.

Lead-Based Paint Abatement: Prior to the rehabilitation of any residential structure or non-dwelling facility commonly used by children under seven years, all applicable surfaces of units constructed prior to 1978 shall be inspected to determine if lead-based paint surfaces exist. If defective lead-based painted surfaces are present, notification and abatement, in accordance with all local, state, and federal laws and regulations must occur prior to the release of funds. If no lead-based paint is present, a signed letter, stating the date of inspection, the name of the inspector, and the absence of lead-based paint, must be presented to the state.

Other Applicable Statutory Requirements:

If a property to be rehabilitated is located within a flood zone, wetland area or coastal zone, the proposed project must be reviewed to ensure consistency with applicable local, state and federal regulations. If the subject property is located in an airport clear zone or within an industrial/commercial area, the project must be reviewed to ensure that any potential site safety hazards are addressed.

To the best of your knowledge:

Does the proposed project area contain lead-based paint?

\_\_\_ Yes  No \_\_\_ Unsure

Does the proposed project area contain asbestos containing materials?

\_\_\_ Yes  No \_\_\_ Unsure

As the applicant, the undersigned assures the commitment to compliance with the Environmental Regulations outlined by HUD.

\_\_\_\_\_  
Authorized Signature

Mayor, City of Pittsburg  
\_\_\_\_\_

Title

\_\_\_\_\_  
Date





CERTIFICATION OF LOCAL GOVERNMENT APPROVAL  
FOR NONPROFIT ORGANIZATIONS RECEIVING  
2024 EMERGENCY SOLUTIONS GRANT (ESG)

I, Stu Hite (name and title), duly authorized to act on behalf of the  
City of Pittsburg (name of jurisdiction), hereby approve the following emergency solutions  
grant activities proposed by Pittsburg Public Housing Authority (name of nonprofit organization), which are to  
be located in Pittsburg, KS (name(s) of jurisdiction(s)):

By: \_\_\_\_\_  
Signature and Date

Stu Hite  
Typed or Written Name of Signatory Local Official

Mayor, City of Pittsburg  
Title



CERTIFICATION OF LOCAL GOVERNMENT APPROVAL
FOR NONPROFIT ORGANIZATIONS RECEIVING
2024 EMERGENCY SOLUTIONS GRANT (ESG)

I, Stu Hite (name and title), duly authorized to act on behalf of the
City of Pittsburg (name of jurisdiction), hereby approve the following emergency solutions
grant activities proposed by CHC/SEK (name of nonprofit organization), which are to
be located in Pittsburg, KS (name(s) of jurisdiction(s)):

By: Signature and Date

Stu Hite
Typed or Written Name of Signatory Local Official

Mayor, City of Pittsburg
Title

| VENDOR I.D. | NAME                     | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 0516        | AMERICAN CONCRETE CO INC |        |            |                |          |          |              |              |
|             | M-CHECK                  | V      | 5/06/2024  |                |          | 194440   |              | 4,616.00CR   |
|             | C-CHECK                  | V      | 4/18/2024  |                |          | 195251   |              |              |
|             | C-CHECK                  | V      | 4/18/2024  |                |          | 195252   |              |              |
|             | C-CHECK                  | V      | 4/18/2024  |                |          | 195262   |              |              |
|             | C-CHECK                  | V      | 4/18/2024  |                |          | 195263   |              |              |
|             | C-CHECK                  | V      | 4/18/2024  |                |          | 195264   |              |              |
|             | C-CHECK                  | V      | 4/25/2024  |                |          | 195285   |              |              |
|             | C-CHECK                  | V      | 4/25/2024  |                |          | 195286   |              |              |

| * * 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:        | 8  | VOID DEBITS 0.00        |            |              |
|                     |    | VOID CREDITS 4,616.00CR | 4,616.00CR | 0.00         |

TOTAL ERRORS: 0

| VENDOR SET: 99 BANK: * | TOTALS: | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|------------------------|---------|----|----------------|-----------|--------------|
|                        |         | 8  | 4,616.00CR     | 0.00      | 0.00         |
| BANK: *                | TOTALS: | 8  | 4,616.00CR     | 0.00      | 0.00         |

| VENDOR I.D.      | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|------------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 0026             | STANDARD INSURANCE COMPANY     |        |            |                |          |          |              |              |
| I-APR 2024       | APR 2024 PREMIUM               | D      | 4/29/2024  | 1,082.73       |          | 000000   |              | 1,082.73     |
| 0224             | KDOR                           |        |            |                |          |          |              |              |
| I-202404255634   | MAR 2024 SALES TAX UTILITY     | D      | 4/26/2024  | 7,716.88       |          | 000000   |              |              |
| I-MAR 2024       | MAR 2024 SALES TAX             | D      | 4/26/2024  | 5,303.71       |          | 000000   |              | 13,020.59    |
| 0321             | KP&F                           |        |            |                |          |          |              |              |
| I-1755360        | 04-26-2024 PAYROLL             | D      | 4/26/2024  | 53,490.73      |          | 000000   |              | 53,490.73    |
| 0728             | ICMA                           |        |            |                |          |          |              |              |
| I-04-26-2024 PAY | 04-26-2024 PAYROLL             | D      | 4/26/2024  | 1,386.56       |          | 000000   |              | 1,386.56     |
| 1050             | KPERS                          |        |            |                |          |          |              |              |
| I-1755357        | 04-26-2024 PAYROLL             | D      | 4/26/2024  | 2,148.27       |          | 000000   |              |              |
| I-1755359        | 04-26-2024 PAYROLL             | D      | 4/26/2024  | 48,290.11      |          | 000000   |              |              |
| I-1755361        | 04-26-2024 PAYROLL             | D      | 4/26/2024  | 157.93         |          | 000000   |              | 50,596.31    |
| 3079             | COMMERCE BANK                  |        |            |                |          |          |              |              |
| I-129-8687-24    | P-CARDS DUE 05-06-2024         | D      | 4/26/2024  | 93,288.98      |          | 000000   |              | 93,288.98    |
| 6415             | GREAT WEST TANDEM KPERS 457    |        |            |                |          |          |              |              |
| I-1183282276     | 04-26-2024 PAYROLL             | D      | 4/26/2024  | 4,438.00       |          | 000000   |              |              |
| I-1183290690     | 04-26-2024 PAYROLL             | D      | 4/26/2024  | 536.00         |          | 000000   |              | 4,974.00     |
| 7290             | DELTA DENTAL OF KANSAS INC     |        |            |                |          |          |              |              |
| I-202405075670   | CLAIMS PAID 04-12 TO 04-18-24  | D      | 4/19/2024  | 3,506.40       |          | 000000   |              | 3,506.40     |
| 7290             | DELTA DENTAL OF KANSAS INC     |        |            |                |          |          |              |              |
| I-202405075671   | CLAIMS PAID 04-19 TO 04-25-24  | D      | 4/26/2024  | 2,553.00       |          | 000000   |              | 2,553.00     |
| 8526             | HEALTH PLANS, INC              |        |            |                |          |          |              |              |
| I-202405075674   | CLAIMS PAID 04-10 TO 04-16-24  | D      | 4/19/2024  | 3,751.55       |          | 000000   |              | 3,751.55     |
| 8526             | HEALTH PLANS, INC              |        |            |                |          |          |              |              |
| I-04-26-2024 PAY | 04-26-2024 PAYROLL             | D      | 4/26/2024  | 4,277.83       |          | 000000   |              |              |
| I-202405075675   | CLAIMS PAID 04-17 TO 04-23-24  | D      | 4/26/2024  | 52,022.99      |          | 000000   |              | 56,300.82    |
| 6524             | ELLIOTT EQUIPMENT COMPANY      |        |            |                |          |          |              |              |
| I-178615         | PIG TAIL, 16 GUAGE MALE/FEMALE | E      | 4/19/2024  | 296.74         |          | 021864   |              | 296.74       |
| 7791             | C4 HOLDINGS LLC                |        |            |                |          |          |              |              |
| I-522916556      | RONE: DOG FOOD                 | E      | 4/19/2024  | 163.50         |          | 021865   |              |              |
| I-530898900      | RONE: MISC ANIMAL SERVICES     | E      | 4/19/2024  | 98.00          |          | 021865   |              | 261.50       |

| VENDOR I.D.    | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|----------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 8202           | PETROLEUM TRADERS CORPORATION  |        |            |                |          |          |              |              |
| I-1980266      | 2475 DIESEL / 5442 UNLEADED    | E      | 4/19/2024  | 24,085.84      |          | 021866   |              | 24,085.84    |
| 8275           | ADCOMP SYSYEMS INC             |        |            |                |          |          |              |              |
| I-25210        | MAY 2024 FEES                  | E      | 4/19/2024  | 80.00          |          | 021867   |              | 80.00        |
| 8467           | WASTE CORPORATION OF KANSAS, L |        |            |                |          |          |              |              |
| I-BL0000006881 | WWTP: SEPTIC/LEACHATE          | E      | 4/19/2024  | 721.84         |          | 021868   |              | 721.84       |
| 8528           | SARANN AUTO LEASING, INC.      |        |            |                |          |          |              |              |
| I-3768         | LEASE VEHICLES                 | E      | 4/19/2024  | 680.00         |          | 021869   |              |              |
| I-3829         | LEASE VEHICLES                 | E      | 4/19/2024  | 680.00         |          | 021869   |              |              |
| I-3847         | LEASE VEHICLES                 | E      | 4/19/2024  | 680.00         |          | 021869   |              | 2,040.00     |
| 8699           | SCHILTZ LAWN AND GARDEN LLC    |        |            |                |          |          |              |              |
| I-04-05-24     | SPARK PLUG/MISC                | E      | 4/19/2024  | 65.00          |          | 021870   |              | 65.00        |
| 8724           | ASSURED PARTNERS CAPITAL, INC  |        |            |                |          |          |              |              |
| I-72331        | CYBER COVERAGE 24/25           | E      | 4/19/2024  | 28,216.85      |          | 021871   |              | 28,216.85    |
| 8737           | EK ENTERPRISE                  |        |            |                |          |          |              |              |
| I-205          | PIZZA FOR PARKS CONCESSION     | E      | 4/19/2024  | 264.00         |          | 021872   |              | 264.00       |
| 8782           | ED MILLER AUTO SUPPLY          |        |            |                |          |          |              |              |
| I-014778       | MISC FILTERS                   | E      | 4/19/2024  | 141.14         |          | 021873   |              |              |
| I-015320       | SPLASH GUARD                   | E      | 4/19/2024  | 50.98          |          | 021873   |              |              |
| I-015573       | STD ANTISAIL SINGLE            | E      | 4/19/2024  | 47.05          |          | 021873   |              |              |
| I-016054       | BATTERIES                      | E      | 4/19/2024  | 661.92         |          | 021873   |              |              |
| I-016064       | BATTERIES                      | E      | 4/19/2024  | 736.64         |          | 021873   |              |              |
| I-016205       | RADIAL SEAL FILTER             | E      | 4/19/2024  | 57.51          |          | 021873   |              |              |
| I-016262       | BATTERIES                      | E      | 4/19/2024  | 471.48         |          | 021873   |              |              |
| I-016575       | DIFFERENTIAL, OIL SEALS        | E      | 4/19/2024  | 463.28         |          | 021873   |              | 2,630.00     |
| 8799           | 5 STAR TRANSFERS, LLC DBA FIRS |        |            |                |          |          |              |              |
| C-337554       | APPLICATION TO POCKET TEES AL  | E      | 4/19/2024  | 185.00CR       |          | 021874   |              |              |
| I-338773       | MISC SHIRTS                    | E      | 4/19/2024  | 215.00         |          | 021874   |              | 30.00        |
| 8842           | CARDS KS LLC                   |        |            |                |          |          |              |              |
| I-621238       | WWTP:MARCH TRASH SERVICE       | E      | 4/19/2024  | 800.00         |          | 021875   |              | 800.00       |
| 8882           | FIRST RESPONDER OUTFITTERS, IN |        |            |                |          |          |              |              |
| I-164677-1     | MISC UNIFORM SUPPLIES          | E      | 4/19/2024  | 44.20          |          | 021876   |              |              |
| I-164678-1     | MISC UNIFORM SUPPLIES          | E      | 4/19/2024  | 147.20         |          | 021876   |              | 191.40       |



| VENDOR I.D.     | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
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| 8885            | BERRY COMPANIES, INC           |        |            |                |          |          |              |              |
| I-73014920      | P&R: IDLER, GAS SPRING CAB     | E      | 4/19/2024  | 603.12         |          | 021877   |              | 603.12       |
| 0046            | ETTINGERS OFFICE SUPPLY        |        |            |                |          |          |              |              |
| I-560303-0      | MISC OFFICE SUPPLIES           | E      | 4/19/2024  | 13.02          |          | 021878   |              |              |
| I-560315-0      | MISC OFFICE SUPPLIES           | E      | 4/19/2024  | 274.12         |          | 021878   |              |              |
| I-560355-0      | MISC OFFICE SUPPLIES           | E      | 4/19/2024  | 311.07         |          | 021878   |              |              |
| I-560411-0      | MISC OFFICE SUPPLIES           | E      | 4/19/2024  | 25.91          |          | 021878   |              |              |
| I-560433-0      | MISC OFFICE SUPPLIES           | E      | 4/19/2024  | 223.96         |          | 021878   |              | 848.08       |
| 0054            | JOPLIN SUPPLY COMPANY          |        |            |                |          |          |              |              |
| I-S4854496.001  | 2" MALE IPSXCTS COMP           | E      | 4/19/2024  | 662.10         |          | 021879   |              |              |
| I-S4854496.002  | 2" MALE IPSXCTS COMP           | E      | 4/19/2024  | 132.42         |          | 021879   |              |              |
| I-S4865570.001  | 2" LOOPS FLANGE METER SETTER   | E      | 4/19/2024  | 3,156.50       |          | 021879   |              | 3,951.02     |
| 0055            | JOHN'S SPORT CENTER, INC.      |        |            |                |          |          |              |              |
| I-20874         | PD: TACTICAL RIFLE CASES       | E      | 4/19/2024  | 1,800.00       |          | 021880   |              |              |
| I-20980         | BOOTS: STEPHEN GILLIS          | E      | 4/19/2024  | 150.00         |          | 021880   |              |              |
| I-21063         | NEWPORT: JEANS                 | E      | 4/19/2024  | 135.98         |          | 021880   |              |              |
| I-21141         | M THOMSON: JEANS               | E      | 4/19/2024  | 150.00         |          | 021880   |              |              |
| I-21148         | BOOTS: AARON HERNANDEZ         | E      | 4/19/2024  | 150.00         |          | 021880   |              |              |
| I-21149         | PD: HENDERSON: HOLSTER         | E      | 4/19/2024  | 149.99         |          | 021880   |              |              |
| I-21155         | JEANS: STEPHEN GILLIS          | E      | 4/19/2024  | 149.94         |          | 021880   |              |              |
| I-21156         | M THOMSON: BOOTS               | E      | 4/19/2024  | 150.00         |          | 021880   |              | 2,835.91     |
| 0087            | FORMS ONE, LLC                 |        |            |                |          |          |              |              |
| I-060644        | PD: WHITE BAGS                 | E      | 4/19/2024  | 739.07         |          | 021881   |              | 739.07       |
| 0101            | BUG-A-WAY INC                  |        |            |                |          |          |              |              |
| I-131174        | 303 MEM DR:PEST CONTROL        | E      | 4/19/2024  | 55.00          |          | 021882   |              |              |
| I-131182        | 1301 N WALNUT:PEST CONTROL     | E      | 4/19/2024  | 50.00          |          | 021882   |              |              |
| I-131187        | 1506 N WALNUT:PEST CONTROL     | E      | 4/19/2024  | 55.00          |          | 021882   |              | 160.00       |
| 0112            | MARRONES INC                   |        |            |                |          |          |              |              |
| I-W106873       | CREAMER CUPS FOR COFFEE        | E      | 4/19/2024  | 18.49          |          | 021883   |              | 18.49        |
| 0135            | PITTSBURG AREA CHAMBER OF COMM |        |            |                |          |          |              |              |
| I-30431         | LIBRARY: MEMBERSHIP            | E      | 4/19/2024  | 350.00         |          | 021884   |              | 350.00       |
| 0203            | GADES SALES CO INC             |        |            |                |          |          |              |              |
| I-0086176-IN    | 4TH & ROUSE SIGNAL             | E      | 4/19/2024  | 22,371.00      |          | 021885   |              |              |
| I-0086176-IN AP | 4TH & ROUSE SIGNAL             | E      | 4/19/2024  | 209.79         |          | 021885   |              | 22,580.79    |

| VENDOR I.D.    | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
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| 0335           | CUSTOM AWARDS, LLC             |        |            |                |          |          |              |              |
| I-24.196       | PD: AWARD W COIN & PLAQUE      | E      | 4/19/2024  | 755.00         |          | 021886   |              | 755.00       |
| 0486           | MID-STATES ORGANIZED CRIME INF |        |            |                |          |          |              |              |
| I-0005001-IN   | 2024 MEMBERSHIP FEE            | E      | 4/19/2024  | 250.00         |          | 021887   |              | 250.00       |
| 0577           | KANSAS GAS SERVICE             |        |            |                |          |          |              |              |
| I-202404155585 | ASPHALT PLANT: MONTHLY SERVICE | E      | 4/19/2024  | 124.10         |          | 021888   |              |              |
| I-202404165587 | WWTP: MONTHLY SERVICE          | E      | 4/19/2024  | 856.45         |          | 021888   |              |              |
| I-202404165588 | FD #1: MONTHLY SERVICE         | E      | 4/19/2024  | 164.88         |          | 021888   |              |              |
| I-202404165589 | MEM AUD: MONTHLY SERVICE       | E      | 4/19/2024  | 313.84         |          | 021888   |              |              |
| I-202404165590 | HOUSING: MONTHLY SERVICE       | E      | 4/19/2024  | 65.47          |          | 021888   |              |              |
| I-202404165591 | AIRPORT: MONTHLY SERVICE       | E      | 4/19/2024  | 61.28          |          | 021888   |              | 1,586.02     |
| 0597           | CORNEJO & SONS LLC             |        |            |                |          |          |              |              |
| I-718625       | 100/18" RIP RAP                | E      | 4/19/2024  | 1,171.44       |          | 021889   |              | 1,171.44     |
| 0711           | HAYNES EQUIPMENT CO INC        |        |            |                |          |          |              |              |
| I-28366H       | ADDNL FREIGHT FOR ROTATING     | E      | 4/19/2024  | 170.50         |          | 021890   |              | 170.50       |
| 0746           | CDL ELECTRIC COMPANY INC       |        |            |                |          |          |              |              |
| I-W10920       | W4 LIFT:ELECTRIC SERVICE       | E      | 4/19/2024  | 4,904.94       |          | 021891   |              |              |
| I-W11698       | WTP: HVAC REPAIRS              | E      | 4/19/2024  | 3,916.56       |          | 021891   |              | 8,821.50     |
| 0786           | BUDGET PLUMBING LLC            |        |            |                |          |          |              |              |
| I-184953496    | LIBRARY: TOILET REPAIR         | E      | 4/19/2024  | 248.00         |          | 021892   |              | 248.00       |
| 0823           | TOUCHTON ELECTRIC INC          |        |            |                |          |          |              |              |
| I-90243        | CITY HALL MAY 2024             | E      | 4/19/2024  | 40.00          |          | 021893   |              | 40.00        |
| 0866           | AVFUEL CORPORATION             |        |            |                |          |          |              |              |
| I-020317879    | JET FUEL 7495.0                | E      | 4/19/2024  | 24,870.80      |          | 021894   |              | 24,870.80    |
| 1030           | FREDDY VAN'S INC               |        |            |                |          |          |              |              |
| I-10611        | 303 MEM DR:DUMPSTER SERVICE    | E      | 4/19/2024  | 350.00         |          | 021895   |              | 350.00       |
| 1075           | COASTAL ENERGY CORP            |        |            |                |          |          |              |              |
| I-207524       | SS-1H                          | E      | 4/19/2024  | 2,361.75       |          | 021896   |              | 2,361.75     |
| 1478           | KANSASLAND TIRE #1828          |        |            |                |          |          |              |              |
| I-35632        | PD: TIRES / INSTALLATION       | E      | 4/19/2024  | 783.12         |          | 021897   |              |              |
| I-35655        | PARKS: TIRE REPAIR             | E      | 4/19/2024  | 14.92          |          | 021897   |              |              |
| I-35709        | PD: TIRE REPAIR                | E      | 4/19/2024  | 13.74          |          | 021897   |              |              |
| I-35778        | PD:RT FRONT TIRE REPAIR        | E      | 4/19/2024  | 22.00          |          | 021897   |              | 833.78       |

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| 1792         | B&L WATERWORKS SUPPLY, LLC    |        |            |                |          |          |              |              |
| I-008748     | MJ SOLID PLUG                 | E      | 4/19/2024  | 332.00         |          | 021898   |              |              |
| I-010106     | VALVE BOX RISER RINGS         | E      | 4/19/2024  | 602.52         |          | 021898   |              |              |
| I-010325     | FORD COPPERSETTER             | E      | 4/19/2024  | 4,872.50       |          | 021898   |              |              |
| I-010346     | FORD TAPPED REPAIR CLAMPS     | E      | 4/19/2024  | 1,399.53       |          | 021898   |              | 7,206.55     |
| 2005         | GALLS PARENT HOLDINGS, LLC    |        |            |                |          |          |              |              |
| I-027464229  | CUPPETT: NIKE BOOTS           | E      | 4/19/2024  | 145.25         |          | 021899   |              |              |
| I-027501204  | HIBEN: STRIKEFAST MID         | E      | 4/19/2024  | 98.50          |          | 021899   |              | 243.75       |
| 2035         | O'BRIEN ROCK CO., INC.        |        |            |                |          |          |              |              |
| I-122367     | CONCRETE                      | E      | 4/19/2024  | 410.00         |          | 021900   |              |              |
| I-122368     | CONCRETE                      | E      | 4/19/2024  | 2,143.75       |          | 021900   |              | 2,553.75     |
| 2767         | BRENNTAG SOUTHWEST, INC       |        |            |                |          |          |              |              |
| I-BSW538199  | 2024 LIQUID CHLORINE          | E      | 4/19/2024  | 3,992.00       |          | 021901   |              | 3,992.00     |
| 2960         | PACE ANALYTICAL SERVICES LLC  |        |            |                |          |          |              |              |
| I-2460202776 | 2024 LAB FEES                 | E      | 4/19/2024  | 565.00         |          | 021902   |              |              |
| I-2460203000 | 2024 LAB FEES                 | E      | 4/19/2024  | 868.40         |          | 021902   |              |              |
| I-2460203001 | 2024 LAB FEES                 | E      | 4/19/2024  | 422.70         |          | 021902   |              |              |
| I-2460203043 | 2024 LAB FEES                 | E      | 4/19/2024  | 1,075.80       |          | 021902   |              |              |
| I-2460203344 | 2024 LAB FEES                 | E      | 4/19/2024  | 682.30         |          | 021902   |              |              |
| I-2460203352 | 2024 LAB FEES                 | E      | 4/19/2024  | 429.70         |          | 021902   |              |              |
| I-2460203438 | 2024 LAB FEES                 | E      | 4/19/2024  | 482.80         |          | 021902   |              |              |
| I-2460203756 | 2024 LAB FEES                 | E      | 4/19/2024  | 709.50         |          | 021902   |              |              |
| I-2460204139 | 2024 LAB FEES                 | E      | 4/19/2024  | 709.50         |          | 021902   |              |              |
| I-2460204274 | 2024 LAB FEES                 | E      | 4/19/2024  | 429.70         |          | 021902   |              | 6,375.40     |
| 3261         | PITTSBURG AUTO GLASS          |        |            |                |          |          |              |              |
| I-96         | PD: WINDSHIELD REPLACEMENT    | E      | 4/19/2024  | 325.00         |          | 021903   |              | 325.00       |
| 5014         | MID-AMERICA SANITATION INC.   |        |            |                |          |          |              |              |
| I-45012      | TONNAGE DUMPED, 30 YD TICKET  | E      | 4/19/2024  | 491.34         |          | 021904   |              | 491.34       |
| 5519         | TOTAL ELECTRONICS CONTRACTING |        |            |                |          |          |              |              |
| I-107872     | MACC: SEQUENCING ISSUE        | E      | 4/19/2024  | 221.25         |          | 021905   |              | 221.25       |
| 5931         | VOGEL HEATING & COOLING INC   |        |            |                |          |          |              |              |
| I-04-12-2024 | KELLY CON: HEAT PUMPS         | E      | 4/19/2024  | 1,160.00       |          | 021906   |              | 1,160.00     |
| 6175         | HENRY C MENGHINI              |        |            |                |          |          |              |              |
| I-7329       | MARCH 2024 PHOTOCOPIES        | E      | 4/19/2024  | 10.20          |          | 021907   |              |              |
| I-7334       | JAKE'S RLF LOAN               | E      | 4/19/2024  | 150.00         |          | 021907   |              | 160.20       |

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| 6402             | BEAN'S TOWING & AUTO BODY      |        |            |                |          |          |              |              |
| I-04/04/2024     | PD CONTRACT TOWING             | E      | 4/19/2024  | 1,281.69       |          | 021908   |              | 1,281.69     |
| 6577             | GREENSPRO INC                  |        |            |                |          |          |              |              |
| I-INV0056404     | GOLF COURSE CHEMICALS          | E      | 4/19/2024  | 730.46         |          | 021909   |              |              |
| I-INV0056500     | GOLF COURSE CHEMICALS          | E      | 4/19/2024  | 561.50         |          | 021909   |              | 1,291.96     |
| 6851             | SCHULTE SUPPLY INC             |        |            |                |          |          |              |              |
| I-S1207757.001   | 3/4"-1 1/4" TOWING SOCK        | E      | 4/19/2024  | 359.90         |          | 021910   |              |              |
| I-S1209292.001   | 48" SHOVEL/PIT PUMP W HOSE     | E      | 4/19/2024  | 449.65         |          | 021910   |              | 809.55       |
| 6936             | HAWKINS INC                    |        |            |                |          |          |              |              |
| I-6725416        | HYDROFLUOSILLIC ACID           | E      | 4/19/2024  | 1,971.71       |          | 021911   |              | 1,971.71     |
| 7100             | FIRST UNITED METHODIST CHURCH  |        |            |                |          |          |              |              |
| I-202404175597   | FFY2023 SHELTER REIMBURSEMENT  | E      | 4/19/2024  | 19,568.07      |          | 021912   |              | 19,568.07    |
| 7284             | TRANSYSTEMS CORPORATION        |        |            |                |          |          |              |              |
| I-INV-0004412358 | KS RAISE GRANT APPLICATIO      | E      | 4/19/2024  | 53,126.31      |          | 021913   |              | 53,126.31    |
| 7427             | OLSSON INC                     |        |            |                |          |          |              |              |
| I-492650         | CONCRETE TESTING               | E      | 4/19/2024  | 1,899.75       |          | 021914   |              | 1,899.75     |
| 7480             | RODGER PETRAIT                 |        |            |                |          |          |              |              |
| I-202404185604   | UMPIRE                         | E      | 4/19/2024  | 125.00         |          | 021915   |              | 125.00       |
| 7655             | HW ACQUISITIONS, PA            |        |            |                |          |          |              |              |
| I-92955          | MISC ANIMAL SERVICES           | E      | 4/19/2024  | 183.50         |          | 021916   |              |              |
| I-93490          | MISC ANIMAL SERVICES           | E      | 4/19/2024  | 382.00         |          | 021916   |              | 565.50       |
| 7958             | DENNIS OIL COMPANY             |        |            |                |          |          |              |              |
| I-429372         | IND GEAR EP 460/220            | E      | 4/19/2024  | 726.00         |          | 021917   |              | 726.00       |
| 8046             | CONVERGEONE, INC.              |        |            |                |          |          |              |              |
| I-IE9120095      | SMARTNET RENEWAL               | E      | 4/19/2024  | 454.97         |          | 021918   |              |              |
| I-PS257805       | PROFESSIONAL SERVICE           | E      | 4/19/2024  | 450.00         |          | 021918   |              | 904.97       |
| 8132             | MIKE CARPINO FORD PITTSBURG IN |        |            |                |          |          |              |              |
| I-108250         | NUT                            | E      | 4/19/2024  | 4.83           |          | 021919   |              | 4.83         |
| 8208             | MICHAEL JOHNSON                |        |            |                |          |          |              |              |
| I-202404185603   | UMPIRE                         | E      | 4/19/2024  | 75.00          |          | 021920   |              | 75.00        |

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| 8309        | MISSISSIPPI LIME COMPANY<br>QUICKLIME                          | E      | 4/19/2024  | 9,917.59       |          | 021921   |              | 9,917.59     |
| 8337        | BLACKSTONE AUDIO, INC.<br>AUDIO BOOKS                          | E      | 4/19/2024  | 118.34         |          | 021922   |              | 118.34       |
| 8490        | FOLEY INDUSTRIES, INC.<br>DAMAGE TO RENTED DOZER               | E      | 4/19/2024  | 443.61         |          | 021923   |              | 443.61       |
| 8729        | NATHAN HUGHES<br>UMPIRE  | E      | 4/19/2024  | 50.00          |          | 021924   |              | 50.00        |
| 8732        | BRANDON SPEAR<br>UMPIRE  | E      | 4/19/2024  | 75.00          |          | 021925   |              | 75.00        |
| 8879        | DEREK MCNAUGHT<br>UMPIRE                                       | E      | 4/19/2024  | 75.00          |          | 021926   |              | 75.00        |
| 7367        | HECK AND WICKER, INC<br>27TH STREET / TERRACE                  | E      | 4/22/2024  | 156,866.38     |          | 021927   |              | 156,866.38   |
| 7852        | TRIA HEALTH, LLC<br>JAN 2024                                   | E      | 4/22/2024  | 1,836.33       |          | 021928   |              | 1,836.33     |
| 4603        | KANSAS GOLF AND TURF INC<br>JA SEAL/JA LOCKNUT/TP BEARING      | E      | 4/26/2024  | 122.71         |          | 021929   |              | 122.71       |
| 8031        | ARCK CONSTRUCTION, CONSULTING<br>RUSSEL FIELD: FENCE MATERIALS | E      | 4/26/2024  | 5,420.00       |          | 021930   |              | 5,420.00     |
| 8205        | MRI SOFTWARE LLC<br>NOV 2023 AMENDMNT1 ACCTG FEE               | E      | 4/26/2024  | 15.58          |          | 021931   |              |              |
|             | I-MRIUS1827851<br>DEC 2023 ACCOUNTING FEE                      | E      | 4/26/2024  | 535.58         |          | 021931   |              |              |
|             | I-MRIUS1827852<br>NOV/DEC 2023 AMENDMNT 1 LIC FE               | E      | 4/26/2024  | 1,312.16       |          | 021931   |              |              |
|             | I-MRIUS1827853<br>JAN 2024 LICENSE FEE                         | E      | 4/26/2024  | 916.08         |          | 021931   |              |              |
|             | I-MRIUS1844682<br>JAN 2024 ACCOUNTING FEE                      | E      | 4/26/2024  | 535.58         |          | 021931   |              |              |
|             | I-MRIUS1846733<br>FEB 2024 LICENSE FEE                         | E      | 4/26/2024  | 916.08         |          | 021931   |              |              |
|             | I-MRIUS1879722<br>FEB 2024 ACCOUNTING FEE                      | E      | 4/26/2024  | 535.58         |          | 021931   |              |              |
|             | I-MRIUS1881583<br>MARCH 2023 LICENSE FEE                       | E      | 4/26/2024  | 916.08         |          | 021931   |              |              |
|             | I-MRIUS1920475<br>MARCH 2024 ACCOUNTING FEE                    | E      | 4/26/2024  | 535.58         |          | 021931   |              |              |
|             | I-MRIUS1920911<br>APRIL 2024 LICENSE FEE                       | E      | 4/26/2024  | 916.08         |          | 021931   |              | 7,134.38     |
| 8232        | BAYSINGERS POLICE SUPPLY INC<br>FRONT ID PANELS: D MCG         | E      | 4/26/2024  | 81.97          |          | 021932   |              | 81.97        |



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| 8275           | ADCOMP SYSYEMS INC             |        |            |                |          |          |              |              |
| I-25278        | SCANNER REPAIR                 | E      | 4/26/2024  | 2,790.86       |          | 021933   |              | 2,790.86     |
| 8467           | WASTE CORPORATION OF KANSAS, L |        |            |                |          |          |              |              |
| I-AM0001418960 | MT OLIVE: MONTHLY TRASH        | E      | 4/26/2024  | 105.21         |          | 021934   |              | 105.21       |
| 8708           | NOTCH 8, LLC                   |        |            |                |          |          |              |              |
| I-2024-3       | MT OLIVE MAINTENANCE           | E      | 4/26/2024  | 19,972.72      |          | 021935   |              | 19,972.72    |
| 8782           | ED MILLER AUTO SUPPLY          |        |            |                |          |          |              |              |
| C-016062       | BATTERY CORE DEPOSIT           | E      | 4/26/2024  | 72.00CR        |          | 021936   |              |              |
| C-016136       | BATTERY CORE DEPOSIT           | E      | 4/26/2024  | 108.00CR       |          | 021936   |              |              |
| I-014777       | RADIAL SEAL FILTERS            | E      | 4/26/2024  | 238.28         |          | 021936   |              |              |
| I-015659       | SPARK PLUG                     | E      | 4/26/2024  | 9.51           |          | 021936   |              | 67.79        |
| 8887           | STANTEC CONSULTING SERVICES IN |        |            |                |          |          |              |              |
| I-2166163      | HISTORIC DOWNTOWN SURVEY       | E      | 4/26/2024  | 14,000.00      |          | 021937   |              | 14,000.00    |
| 0046           | ETTINGERS OFFICE SUPPLY        |        |            |                |          |          |              |              |
| I-560349-0     | MISC OFFICE SUPPLIES           | E      | 4/26/2024  | 150.95         |          | 021938   |              |              |
| I-560350-0     | MISC OFFICE SUPPLIES           | E      | 4/26/2024  | 85.42          |          | 021938   |              |              |
| I-560455-0     | MISC OFFICE SUPPLIES           | E      | 4/26/2024  | 100.92         |          | 021938   |              |              |
| I-560472-0     | MISC OFFICE SUPPLIES           | E      | 4/26/2024  | 121.08         |          | 021938   |              |              |
| I-560504-0     | MISC OFFICE SUPPLIES           | E      | 4/26/2024  | 56.76          |          | 021938   |              |              |
| I-560531-0     | MISC OFFICE SUPPLIES           | E      | 4/26/2024  | 111.98         |          | 021938   |              | 627.11       |
| 0054           | JOPLIN SUPPLY COMPANY          |        |            |                |          |          |              |              |
| I-S4865651.001 | SPIGOT ADAPTER                 | E      | 4/26/2024  | 36.72          |          | 021939   |              |              |
| I-S4866856.001 | TEE SADDLE/SPIGOT/BEND         | E      | 4/26/2024  | 1,078.40       |          | 021939   |              |              |
| I-S4866947.001 | TEE SADDLE/EXTENDER            | E      | 4/26/2024  | 170.73         |          | 021939   |              | 1,285.85     |
| 0055           | JOHN'S SPORT CENTER, INC.      |        |            |                |          |          |              |              |
| I-20975        | BOOTS: AARON BRUMMETT          | E      | 4/26/2024  | 138.99         |          | 021940   |              | 138.99       |
| 0087           | FORMS ONE, LLC                 |        |            |                |          |          |              |              |
| I-060692       | CAREERS IN PUBLIC WORKS UTIL   | E      | 4/26/2024  | 1,550.00       |          | 021941   |              |              |
| I-060716       | COMM DEV: WINDOW ENVELOPES     | E      | 4/26/2024  | 2,011.08       |          | 021941   |              | 3,561.08     |
| 0133           | JIM RADELL CONSTRUCTION COMPAN |        |            |                |          |          |              |              |
| I-1080         | 1028 E 8: SEWER REPAIR         | E      | 4/26/2024  | 1,306.00       |          | 021942   |              | 1,306.00     |
| 0199           | KIRKLAND WELDING SUPPLIES      |        |            |                |          |          |              |              |
| I-671449       | SAFETY GLASSES                 | E      | 4/26/2024  | 19.00          |          | 021943   |              | 19.00        |

| VENDOR I.D.    | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
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| 0272           | BO'S 1 STOP INC                |        |            |                |          |          |              |              |
| I-562          | PIPE                           | E      | 4/26/2024  | 861.40         |          | 021944   |              | 861.40       |
| 0276           | JOE SMITH COMPANY, INC.        |        |            |                |          |          |              |              |
| I-360446       | 4 OAKS: CONCESSIONS            | E      | 4/26/2024  | 225.54         |          | 021945   |              |              |
| I-361867       | MACC: CONCESSIONS              | E      | 4/26/2024  | 150.45         |          | 021945   |              | 375.99       |
| 0292           | UNIFIRST CORPORATION           |        |            |                |          |          |              |              |
| I-1920063023   | BAGGED WIPERS                  | E      | 4/26/2024  | 66.71          |          | 021946   |              | 66.71        |
| 0312           | HACH COMPANY, INC              |        |            |                |          |          |              |              |
| I-13976145     | SPECTROPHOTOMETER              | E      | 4/26/2024  | 8,971.30       |          | 021947   |              | 8,971.30     |
| 0340           | HOMER COLE COMM CTR            |        |            |                |          |          |              |              |
| I-202404245610 | 2024 FUNDING                   | E      | 4/26/2024  | 10,000.00      |          | 021948   |              | 10,000.00    |
| 0364           | CRAWFORD COUNTY SHERIFF'S DEPA |        |            |                |          |          |              |              |
| I-202404245616 | MARCH 2024 PRISONERS HELD      | E      | 4/26/2024  | 3,350.00       |          | 021949   |              | 3,350.00     |
| 0438           | PAUL KEYS                      |        |            |                |          |          |              |              |
| I-27632        | 202 N PINE: CLEAR SEWER        | E      | 4/26/2024  | 130.00         |          | 021950   |              | 130.00       |
| 0577           | KANSAS GAS SERVICE             |        |            |                |          |          |              |              |
| I-202404255631 | MONTHLY SERVICE                | E      | 4/26/2024  | 6,776.90       |          | 021951   |              | 6,776.90     |
| 0583           | DICKINSON INDUSTRIES INC       |        |            |                |          |          |              |              |
| I-224208       | MACC: POSTER AND BANNERS       | E      | 4/26/2024  | 118.00         |          | 021952   |              | 118.00       |
| 0597           | CORNEJO & SONS LLC             |        |            |                |          |          |              |              |
| I-719158       | 4 OAKS: CART PATHS AB-3        | E      | 4/26/2024  | 253.65         |          | 021953   |              |              |
| I-719970       | 4 OAKS: CART PATHS AB-3        | E      | 4/26/2024  | 246.40         |          | 021953   |              | 500.05       |
| 0627           | BOETTCHER SUPPLY INC           |        |            |                |          |          |              |              |
| I-1247568-1    | BLADES, FILTERS, PRECLEANER    | E      | 4/26/2024  | 108.04         |          | 021954   |              | 108.04       |
| 0746           | CDL ELECTRIC COMPANY INC       |        |            |                |          |          |              |              |
| I-W12469       | PD: IMAGE PRINTED              | E      | 4/26/2024  | 25.00          |          | 021955   |              | 25.00        |
| 1478           | KANSASLAND TIRE #1828          |        |            |                |          |          |              |              |
| I-35828        | PD: TIRES/INSTALLATION         | E      | 4/26/2024  | 682.16         |          | 021956   |              |              |
| I-35927        | PD: RT REAR TIRE REPAIR        | E      | 4/26/2024  | 22.00          |          | 021956   |              | 704.16       |
| 1629           | PITTSBURG BEAUTIFUL            |        |            |                |          |          |              |              |
| I-202404245613 | 2024 FUNDING                   | E      | 4/26/2024  | 2,000.00       |          | 021957   |              | 2,000.00     |

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| 1733           | BMI, INC                       |        |            |                |          |          |              |              |
| I-678532       | LWCF - MINI GOLF TUBE CARBON   | E      | 4/26/2024  | 7,718.20       |          | 021958   |              | 7,718.20     |
| 1792           | B&L WATERWORKS SUPPLY, LLC     |        |            |                |          |          |              |              |
| I-009656       | 3/4"X3 1/2" MJ HEAD BOLT & NUT | E      | 4/26/2024  | 316.80         |          | 021959   |              |              |
| I-010322       | 36"X36" BLK CORR METER BOX     | E      | 4/26/2024  | 535.40         |          | 021959   |              |              |
| I-010323       | FORD COPPERSETTER              | E      | 4/26/2024  | 3,948.20       |          | 021959   |              |              |
| I-010324       | FORD COPPERSETTER              | E      | 4/26/2024  | 3,948.20       |          | 021959   |              | 8,748.60     |
| 2035           | O'BRIEN ROCK CO., INC.         |        |            |                |          |          |              |              |
| I-122640       | CONCRETE                       | E      | 4/26/2024  | 511.25         |          | 021960   |              |              |
| I-122641       | CONCRETE                       | E      | 4/26/2024  | 669.00         |          | 021960   |              |              |
| I-122642       | CONCRETE                       | E      | 4/26/2024  | 632.00         |          | 021960   |              | 1,812.25     |
| 2186           | PRODUCERS COOPERATIVE ASSOCIAT |        |            |                |          |          |              |              |
| I-1011194      | MT OLIVE: FUEL                 | E      | 4/26/2024  | 727.10         |          | 021961   |              |              |
| I-1011195      | 4 OAKS: FUEL                   | E      | 4/26/2024  | 1,391.67       |          | 021961   |              |              |
| I-1011196      | 4 OAKS: DIESEL                 | E      | 4/26/2024  | 1,357.13       |          | 021961   |              |              |
| I-1011197      | 4 OAKS: FUEL                   | E      | 4/26/2024  | 329.00         |          | 021961   |              |              |
| I-16529        | 10W30                          | E      | 4/26/2024  | 996.00         |          | 021961   |              |              |
| I-16530        | 15W40/QWIKLIFT                 | E      | 4/26/2024  | 1,779.60       |          | 021961   |              | 6,580.50     |
| 3261           | PITTSBURG AUTO GLASS           |        |            |                |          |          |              |              |
| I-79           | WINDOWS TINTED                 | E      | 4/26/2024  | 170.00         |          | 021962   |              | 170.00       |
| 4085           | GILMORE & BELL                 |        |            |                |          |          |              |              |
| I-7050166      | 2024 TDD ARBITRAGE             | E      | 4/26/2024  | 600.00         |          | 021963   |              |              |
| I-8053900      | 2024 TDD ARBITRAGE             | E      | 4/26/2024  | 600.00         |          | 021963   |              | 1,200.00     |
| 4572           | KANSAS RURAL WATER ASSOCIATION |        |            |                |          |          |              |              |
| I-202404255626 | KRWA CONF: GARY WEGNER         | E      | 4/26/2024  | 230.00         |          | 021964   |              |              |
| I-202404255627 | KRWA CONF: MIKE WAGNER         | E      | 4/26/2024  | 230.00         |          | 021964   |              |              |
| I-202404255628 | KRWA CONF: MIKE NEWPORT        | E      | 4/26/2024  | 230.00         |          | 021964   |              | 690.00       |
| 4621           | JCI INDUSTRIES INC             |        |            |                |          |          |              |              |
| I-8267161      | SE LIFT STATION PUMP 3 REPAIR  | E      | 4/26/2024  | 4,736.00       |          | 021965   |              | 4,736.00     |
| 5014           | MID-AMERICA SANITATION INC.    |        |            |                |          |          |              |              |
| I-45137        | PORTABLE TOILET RENTAL         | E      | 4/26/2024  | 315.00         |          | 021966   |              | 315.00       |
| 5049           | CRH COFFEE INC                 |        |            |                |          |          |              |              |
| I-2101325826   | 4 OAKS: COFFEE                 | E      | 4/26/2024  | 87.80          |          | 021967   |              | 87.80        |

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| 5396        | MIDWEST REGIONAL BALLE, LLC<br>I-202404255623 BEAUTY BEAST SETTLEMENT   | E      | 4/26/2024  | 10,849.19      |          | 021968   |              | 10,849.19    |
| 5420        | AQUIONICS INC<br>I-0060506-IN ARC TUBE  | E      | 4/26/2024  | 2,208.96       |          | 021969   |              | 2,208.96     |
| 5855        | STERICYCLE, INC.<br>I-8006830697 MENGHINI: SHREDDING  | E      | 4/26/2024  | 130.80         |          | 021970   |              | 130.80       |
| 6807        | ENVIRONMENTAL RESOURCE ASSOCIA<br>I-072054 LAB FEES   | E      | 4/26/2024  | 381.97         |          | 021971   |              | 381.97       |
| 6851        | SCHULTE SUPPLY INC<br>I-S1198402.002 3/4" FL SW X COMP 90*<br>I-S1198402.003 3/4" SW X COMP 90*<br>I-S1213262.001 2 CHAINS FOR PIPE SAW | E      | 4/26/2024  | 2,158.50       |          | 021972   |              |              |
|             |   | E      | 4/26/2024  | 71.95          |          | 021972   |              |              |
|             |   | E      | 4/26/2024  | 1,374.00       |          | 021972   |              | 3,604.45     |
| 7151        | QUADIENT FINANCE USA INC<br>I-202404245614 CITY HALL POSTAGE<br>I-202404245615 PD POSTAGE   | E      | 4/26/2024  | 1,000.00       |          | 021973   |              |              |
|             |   | E      | 4/26/2024  | 300.00         |          | 021973   |              | 1,300.00     |
| 7284        | TRANSYSTEMS CORPORATION<br>I-INV-0004431443 PROFESSIONAL SERVICES   | E      | 4/26/2024  | 9,411.25       |          | 021974   |              | 9,411.25     |
| 7480        | RODGER PETRAIT<br>I-202404255619 UMPIRE   | E      | 4/26/2024  | 125.00         |          | 021975   |              | 125.00       |
| 7661        | LOGAN WENDT<br>I-7424 MAINTENANCE WORKOUT EQUIP   | E      | 4/26/2024  | 241.00         |          | 021976   |              | 241.00       |
| 8046        | CONVERGEONE, INC.<br>I-3511077 MAINTENANCE/MANAGED SERVICE  | E      | 4/26/2024  | 4,042.75       |          | 021977   |              | 4,042.75     |
| 8208        | MICHAEL JOHNSON<br>I-202404255617 UMPIRE  | E      | 4/26/2024  | 75.00          |          | 021978   |              | 75.00        |
| 8309        | MISSISSIPPI LIME COMPANY<br>I-1722456 QUICKLIME   | E      | 4/26/2024  | 9,909.67       |          | 021979   |              | 9,909.67     |
| 8605        | WOODRIVER ENERGY LLC<br>I-385469 MARCH 2024 SERVICE   | E      | 4/26/2024  | 3,364.91       |          | 021980   |              | 3,364.91     |
| 8649        | UPLINK, LLC<br>I-14649 FIRE: LIGHTS/SIRENS CAR 1 & 2  | E      | 4/26/2024  | 11,191.58      |          | 021981   |              | 11,191.58    |

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| 8729<br>I-202404255620   | NATHAN HUGHES<br>UMPIRE   | E                          | 4/26/2024  | 50.00   |          | 021982   |              | 50.00        |
| 8732<br>I-202404255622   | BRANDON SPEAR<br>UMPIRE   | E                          | 4/26/2024  | 125.00  |          | 021983   |              | 125.00       |
| 8879<br>I-202404255621   | DEREK MCNAUGHT<br>UMPIRE  | E                          | 4/26/2024  | 75.00   |          | 021984   |              | 75.00        |
| 8211<br>I-202404295644   | UMB BANK N.A.<br>APR 2024 TDD SALES TAX   | E                          | 5/01/2024  | 11,237.48   |          | 021985   |              | 11,237.48    |
| 8236<br>I-202404295646   | NORTHGATE ASSOCIATES LLC<br>APR 2024 CID  | E                          | 5/01/2024  | 8,178.13  |          | 021986   |              | 8,178.13     |
| 8775<br>I-202404295647   | PITTSBURG INVESTORS, LLC<br>APR 2024 CID  | E                          | 5/01/2024  | 4,028.48  |          | 021987   |              | 4,028.48     |
| 6740<br>I-0438299-IN   | ED M FELD EQUIPMENT COMPANY, I<br>BATTERY PCB ASSY  | E                          | 5/03/2024  | 234.00  |          | 022085   |              | 234.00       |
| 7392<br>I-13231  | ASSURECO RISK MANAGEMENT & REG<br>APRIL 2024 EPA RMP COMPLIANCE   | E                          | 5/03/2024  | 350.00  |          | 022086   |              | 350.00       |
| 7529<br>I-INVLEX11234496   | LEXIPOL, LLC<br>2024 POLICE POLICY MANUAL   | E                          | 5/03/2024  | 13,838.45   |          | 022087   |              | 13,838.45    |
| 8712<br>I-961393   | ALLEN, GIBBS, & HOULIK, LLC<br>APRIL 2024 ACCOUNTING SVC  | E                          | 5/03/2024  | 6,931.00  |          | 022088   |              | 6,931.00     |
| 8782<br>I-016494<br>I-016560<br>I-017008<br>I-017278<br>I-018084<br>I-018477 | ED MILLER AUTO SUPPLY<br>WINDSHIELD WASH<br>P&R: SPIN ON FLUID FILTER<br>P&R: CLAMP, ADAPTER<br>PARKS AND REC: GL WHITE<br>REDUCER<br>2 BATTERIES | E<br>E<br>E<br>E<br>E<br>E | 5/03/2024<br>5/03/2024<br>5/03/2024<br>5/03/2024<br>5/03/2024<br>5/03/2024 | 26.94<br>21.32<br>10.12<br>22.58<br>32.99<br>368.32 |          | 022089<br>022089<br>022089<br>022089<br>022089<br>022089 |              | 482.27       |
| 8842<br>I-663263   | CARDS KS LLC<br>MAY 2024 TRASH SERVICE  | E                          | 5/03/2024  | 1,384.00  |          | 022090   |              | 1,384.00     |
| 8882<br>I-164723-1<br>I-164724-1   | FIRST RESPONDER OUTFITTERS, IN<br>MISC UNIFORM SUPPLIES<br>MISC UNIFORM SUPPLIES  | E<br>E                     | 5/03/2024<br>5/03/2024   | 94.22<br>267.34                                     |          | 022091<br>022091   |              | 361.56       |

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| 0046           | ETTINGERS OFFICE SUPPLY        |        |            |                |          |          |              |              |
| C-558988-0     | COFFEE CUP LIDS                | E      | 5/03/2024  | 55.61CR        |          | 022092   |              |              |
| I-559389       | MISC OFFICE SUPPLIES           | E      | 5/03/2024  | 60.76          |          | 022092   |              |              |
| I-559390-0     | MISC OFFICE SUPPLIES           | E      | 5/03/2024  | 27.88          |          | 022092   |              |              |
| I-559565-0     | MISC OFFICE SUPPLIES           | E      | 5/03/2024  | 111.98         |          | 022092   |              |              |
| I-559587-0     | MISC OFFICE SUPPLIES           | E      | 5/03/2024  | 94.06          |          | 022092   |              |              |
| I-559667-0     | MISC OFFICE SUPPLIES           | E      | 5/03/2024  | 23.16          |          | 022092   |              |              |
| I-560566-0     | MISC OFFICE SUPPLIES           | E      | 5/03/2024  | 8.76           |          | 022092   |              |              |
| I-560633-0     | MISC OFFICE SUPPLIES           | E      | 5/03/2024  | 39.13          |          | 022092   |              | 310.12       |
| 0101           | BUG-A-WAY INC                  |        |            |                |          |          |              |              |
| I-131621       | FD #2: PEST SERVICE            | E      | 5/03/2024  | 30.00          |          | 022093   |              | 30.00        |
| 0112           | MARRONES INC                   |        |            |                |          |          |              |              |
| I-W107613      | MISC JANITORIAL SUPPLIES       | E      | 5/03/2024  | 141.44         |          | 022094   |              | 141.44       |
| 0133           | JIM RADELL CONSTRUCTION COMPAN |        |            |                |          |          |              |              |
| I-1081         | 681 S 69 HIGHWAY               | E      | 5/03/2024  | 7,104.00       |          | 022095   |              |              |
| I-1093         | 465 FIELDCRST:SEWER TAP REPAIR | E      | 5/03/2024  | 2,032.00       |          | 022095   |              |              |
| I-1095         | 913 W 3: SEWER TAP REPAIR      | E      | 5/03/2024  | 4,873.00       |          | 022095   |              |              |
| I-1097         | 818 S BDWY: SEWER MAIN REPAIR  | E      | 5/03/2024  | 3,338.00       |          | 022095   |              | 17,347.00    |
| 0194           | KANSAS STATE TREASURER         |        |            |                |          |          |              |              |
| I-202405025660 | APRIL 2024 COURT FEES          | E      | 5/03/2024  | 3,583.53       |          | 022096   |              | 3,583.53     |
| 0272           | BO'S 1 STOP INC                |        |            |                |          |          |              |              |
| I-564          | 15" BLACK PIPE                 | E      | 5/03/2024  | 243.40         |          | 022097   |              | 243.40       |
| 0335           | CUSTOM AWARDS, LLC             |        |            |                |          |          |              |              |
| I-24.214       | DESK BAR:TAYLOR, GRANT, JAMIE  | E      | 5/03/2024  | 60.00          |          | 022098   |              |              |
| I-24.219       | DESK BAR: KAT                  | E      | 5/03/2024  | 25.00          |          | 022098   |              | 85.00        |
| 0409           | WISEMAN'S DISCOUNT TIRE INC    |        |            |                |          |          |              |              |
| I-380549       | AIR LOCK TURF 4 PLY            | E      | 5/03/2024  | 133.90         |          | 022099   |              | 133.90       |
| 0659           | PAYNES INC                     |        |            |                |          |          |              |              |
| I-40534        | REPLACE STEER AXLE BRAKE PADS  | E      | 5/03/2024  | 983.40         |          | 022100   |              | 983.40       |
| 0785           | REDICO INDUSTRIAL SUPPLY INC   |        |            |                |          |          |              |              |
| I-24-0385      | GREASE WIPES                   | E      | 5/03/2024  | 207.08         |          | 022101   |              | 207.08       |
| 0866           | AVFUEL CORPORATION             |        |            |                |          |          |              |              |
| I-020428029    | JET FUEL 7467                  | E      | 5/03/2024  | 23,704.59      |          | 022102   |              | 23,704.59    |



| VENDOR I.D.    | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
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| 1478           | KANSASLAND TIRE #1828          |        |            |                |          |          |              |              |
| I-36005        | STREET DEPT: TIRE REPAIR       | E      | 5/03/2024  | 21.00          |          | 022103   |              |              |
| I-36011        | PD: TIRES/INSTALLATION         | E      | 5/03/2024  | 640.68         |          | 022103   |              |              |
| I-36063        | BLDG SVC: TIRE REPAIR          | E      | 5/03/2024  | 21.00          |          | 022103   |              | 682.68       |
| 2186           | PRODUCERS COOPERATIVE ASSOCIAT |        |            |                |          |          |              |              |
| I-1046192      | PD: GENERATOR FUEL             | E      | 5/03/2024  | 472.51         |          | 022104   |              | 472.51       |
| 2960           | PACE ANALYTICAL SERVICES LLC   |        |            |                |          |          |              |              |
| I-2460199713   | 2024 LAB FEES                  | E      | 5/03/2024  | 449.80         |          | 022105   |              |              |
| I-2460199819   | 2024 LAB FEES                  | E      | 5/03/2024  | 689.60         |          | 022105   |              |              |
| I-2460199820   | 2024 LAB FEES                  | E      | 5/03/2024  | 868.40         |          | 022105   |              |              |
| I-2460199997   | 2024 LAB FEES                  | E      | 5/03/2024  | 256.40         |          | 022105   |              |              |
| I-2460199999   | 2024 LAB FEES                  | E      | 5/03/2024  | 695.90         |          | 022105   |              |              |
| I-2460200004   | 2024 LAB FEES                  | E      | 5/03/2024  | 429.70         |          | 022105   |              |              |
| I-2460201239   | 2024 LAB FEES                  | E      | 5/03/2024  | 33.40          |          | 022105   |              |              |
| I-2460201500   | 2024 LAB FEES                  | E      | 5/03/2024  | 1,150.10       |          | 022105   |              |              |
| I-2460201663   | 2024 LAB FEES                  | E      | 5/03/2024  | 709.50         |          | 022105   |              |              |
| I-2460201853   | 2024 LAB FEES                  | E      | 5/03/2024  | 389.00         |          | 022105   |              | 5,671.80     |
| 2994           | COMMERCIAL AQUATIC SERVICE INC |        |            |                |          |          |              |              |
| I-48477-1      | DIVING BOARDS                  | E      | 5/03/2024  | 10,824.82      |          | 022106   |              |              |
| I-48477-1 AP   | DIVING BOARDS                  | E      | 5/03/2024  | 19.00          |          | 022106   |              | 10,843.82    |
| 4618           | TRESA LYNNE MILLER             |        |            |                |          |          |              |              |
| I-202405025659 | APRIL 2024 PROBATION FEES      | E      | 5/03/2024  | 855.85         |          | 022107   |              | 855.85       |
| 5014           | MID-AMERICA SANITATION INC.    |        |            |                |          |          |              |              |
| I-45097        | TONNAGE DUMPED, 20 YD TICKET   | E      | 5/03/2024  | 350.00         |          | 022108   |              |              |
| I-45140        | PORTABLE TOILET RENTAL         | E      | 5/03/2024  | 95.00          |          | 022108   |              |              |
| I-45268        | TONNAGE DUMPED, 30 YD TICKET   | E      | 5/03/2024  | 377.26         |          | 022108   |              | 822.26       |
| 5648           | JASON WISKE                    |        |            |                |          |          |              |              |
| I-MAY 2024     | 2024 COURT SERVICE FEE         | E      | 5/03/2024  | 1,000.00       |          | 022109   |              | 1,000.00     |
| 5855           | STERICYCLE, INC.               |        |            |                |          |          |              |              |
| I-8004853030   | CITY HALL SHREDDING            | E      | 5/03/2024  | 750.20         |          | 022110   |              |              |
| I-8006872778   | PD: SHREDDING                  | E      | 5/03/2024  | 527.61         |          | 022110   |              | 1,277.81     |
| 6175           | HENRY C MENGHINI               |        |            |                |          |          |              |              |
| I-7359         | 5-1-24 EDAC MEETING            | E      | 5/03/2024  | 165.00         |          | 022111   |              |              |
| I-7360         | MAY 2024 PHOTOCOPIES           | E      | 5/03/2024  | 6.60           |          | 022111   |              | 171.60       |

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| 6214<br>I-4T43028                 | PITT PLASTICS INC<br>TRASH BAGS  | E      | 5/03/2024              | 819.09            |          | 022112           |              | 819.09       |
| 7038<br>I-1892                    | SIGNET COFFEE ROASTERS<br>PD: COFFEE                                   | E      | 5/03/2024              | 180.00            |          | 022113           |              | 180.00       |
| 7213<br>I-385852                  | TIMOTHY HENDERSON<br>KIDDIELAND INSPECTIONS                            | E      | 5/03/2024              | 700.00            |          | 022114           |              | 700.00       |
| 7407<br>I-6287                    | LIMELIGHT MARKETING LLC<br>MAY 2024 WEBSITE RETAINER                   | E      | 5/03/2024              | 600.00            |          | 022115           |              | 600.00       |
| 7480<br>I-202405025656            | RODGER PETRAIT<br>UMPIRE   | E      | 5/03/2024              | 75.00             |          | 022116           |              | 75.00        |
| 7629<br>I-17263                   | EARLES ENGINEERING & INSPECTIO<br>2024 ENGINEERING CONTRACT            | E      | 5/03/2024              | 4,370.80          |          | 022117           |              | 4,370.80     |
| 7654<br>I-202404295638            | A & R RENTALS, LLC<br>REIMBURSEMENT 204 S JOPLIN                       | E      | 5/03/2024              | 125.00            |          | 022118           |              | 125.00       |
| 7839<br>I-820209584               | VISION SERVICE PLAN INSURANCE<br>APRIL 2024                            | E      | 5/03/2024              | 2,019.72          |          | 022119           |              | 2,019.72     |
| 8200<br>I-8541691                 | PLUNKETT'S PEST CONTROL INC<br>MAY 2024: PEST CONTROL                  | E      | 5/03/2024              | 573.51            |          | 022120           |              | 573.51       |
| 8326<br>I-MAY 2024                | KAYLYN HITE<br>2024 COURT SERVICE FEE                                  | E      | 5/03/2024              | 1,000.00          |          | 022121           |              | 1,000.00     |
| 8879<br>I-202405025657            | DEREK MCNAUGHT<br>UMPIRE   | E      | 5/03/2024              | 75.00             |          | 022122           |              | 75.00        |
| 8866<br>I-202405035664            | SMITHSONIAN LLC<br>SECOND DISBURSEMENT                                 | E      | 5/06/2024              | 452,687.00        |          | 022123           |              | 452,687.00   |
| 6154<br>I-669732                  | 4 STATE MAINTENANCE SUPPLY INC<br>MISC JANITORIAL SUPPLIES             | R      | 4/18/2024              | 201.02            |          | 195242           |              | 201.02       |
| 2876<br>I-04-01-2024              | CRAIG FARNSWORTH<br>PD & FD DRY CLEANING                               | R      | 4/18/2024              | 203.50            |          | 195243           |              | 203.50       |
| 8889<br>I-0299370<br>I-0299370 AP | ALLAN J. COLEMAN CO.<br>SANITARY SEWER CAMERA<br>SANITARY SEWER CAMERA | R<br>R | 4/18/2024<br>4/18/2024 | 11,293.00<br>0.80 |          | 195244<br>195244 |              | 11,293.80    |

| VENDOR I.D.    | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
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| 0516           | AMERICAN CONCRETE CO INC       |        |            |                |          |          |              |              |
| I-90535903     | 18TH BROADWAY CONCRETE         | R      | 4/18/2024  | 625.75         |          | 195245   |              |              |
| I-90535904     | 18 BROADWAY CONCRETE           | R      | 4/18/2024  | 710.00         |          | 195245   |              |              |
| I-90536098     | CONCRETE                       | R      | 4/18/2024  | 486.75         |          | 195245   |              |              |
| I-90536845     | CONCRETE                       | R      | 4/18/2024  | 452.00         |          | 195245   |              | 2,274.50     |
| 8222           | BLACK DOG PRODUCTIONS LLC      |        |            |                |          |          |              |              |
| I-PITTSB-0005  | MACC: RIGGING POINT HANGS      | R      | 4/18/2024  | 135.00         |          | 195246   |              | 135.00       |
| 8278           | GERSON BOCANEGRA               |        |            |                |          |          |              |              |
| I-04-17-2024   | 1 HR INTERPRETER SERVICE       | R      | 4/18/2024  | 25.00          |          | 195247   |              | 25.00        |
| 1              | BROWN, HANNAH                  |        |            |                |          |          |              |              |
| I-202404165595 | BROWN, HANNAH:                 | R      | 4/18/2024  | 42.76          |          | 195248   |              | 42.76        |
| 1616           | CITY OF PITTSBURG              |        |            |                |          |          |              |              |
| I-202404185598 | ANIMAL CONTROL HARBOR REST     | R      | 4/18/2024  | 150.00         |          | 195249   |              | 150.00       |
| 7657           | COPY PRODUCTS, INC.            |        |            |                |          |          |              |              |
| I-36285261     | COPIER LEASE                   | R      | 4/18/2024  | 1,373.00       |          | 195250   |              | 1,373.00     |
| 7678           | COUNCIL OF DEVELOPMENT FINANCE |        |            |                |          |          |              |              |
| I-2622024      | 2024 ANNUAL MEMBER DUES        | R      | 4/18/2024  | 675.00         |          | 195253   |              | 675.00       |
| 0095           | CRAWFORD COUNTY TREASURER      |        |            |                |          |          |              |              |
| I-202404165586 | 2024 VEHICLE REGISTRATIONS     | R      | 4/18/2024  | 142.00         |          | 195254   |              | 142.00       |
| 5857           | CREATIVE PRODUCT SOURCING INC  |        |            |                |          |          |              |              |
| I-157337       | DARE SUPPLIES                  | R      | 4/18/2024  | 3,000.34       |          | 195255   |              |              |
| I-157773       | DARE SUPPLIES                  | R      | 4/18/2024  | 118.99         |          | 195255   |              | 3,119.33     |
| 8430           | EQUIPMENTSHARE.COM, INC        |        |            |                |          |          |              |              |
| I-3693263-000  | CASE:SWITCH/CONNECTOR/NUT      | R      | 4/18/2024  | 393.20         |          | 195256   |              | 393.20       |
| 8472           | FOULSTON SIEFKIN LLP           |        |            |                |          |          |              |              |
| I-590159       | LEGAL SERVICES                 | R      | 4/18/2024  | 2,125.00       |          | 195257   |              | 2,125.00     |
| 1              | GORMAN, CAROL                  |        |            |                |          |          |              |              |
| I-202404185599 | GORMAN, CAROL:                 | R      | 4/18/2024  | 86.30          |          | 195258   |              | 86.30        |
| 1              | HALL, JACOB                    |        |            |                |          |          |              |              |
| I-202404165594 | HALL, JACOB:                   | R      | 4/18/2024  | 41.21          |          | 195259   |              | 41.21        |

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| 0731               | INFO USA MARKETING INC         |        |            |                |          |          |              |              |
| I-10004175572      | LIBRARY: CITY DIRECTORY        | R      | 4/18/2024  | 350.00         |          | 195260   |              | 350.00       |
| 7108               | KANSAS MUNICIPAL INSURANCE TRU |        |            |                |          |          |              |              |
| I-13-3334          | '23 WORKERS COMP ADDITIONAL    | R      | 4/18/2024  | 19,159.00      |          | 195261   |              | 19,159.00    |
| 7190               | LEXISNEXIS RISK DATA MANAGEMEN |        |            |                |          |          |              |              |
| I-1578646-20240331 | MARCH 2024 2 USERS             | R      | 4/18/2024  | 381.92         |          | 195265   |              | 381.92       |
| 8505               | PITTSBURG PUBLISHING COMPANY,  |        |            |                |          |          |              |              |
| I-9006             | RFQ: EQUIP LEASING             | R      | 4/18/2024  | 132.05         |          | 195266   |              |              |
| I-9383             | NOTICE OF SALE: 435 E 23RD     | R      | 4/18/2024  | 41.70          |          | 195266   |              |              |
| I-9385             | 1ST QTR 2024 FINANCIALS        | R      | 4/18/2024  | 166.80         |          | 195266   |              | 340.55       |
| 8507               | PITTSBURG PUBLISHING COMPANY,  |        |            |                |          |          |              |              |
| I-8651             | ROP DISPLAY DEVOTIONAL FEATURE | R      | 4/18/2024  | 30.00          |          | 195267   |              |              |
| I-8792             | ROP DISPLAY DEVOTIONAL FEATURE | R      | 4/18/2024  | 15.00          |          | 195267   |              |              |
| I-8944             | ROP DISPLAY DEVOTIONAL FEATURE | R      | 4/18/2024  | 15.00          |          | 195267   |              |              |
| I-9084             | ROP DISPLAY DEVOTIONAL FEATURE | R      | 4/18/2024  | 15.00          |          | 195267   |              | 75.00        |
| 5159               | MOTION INDUSTRIES INC          |        |            |                |          |          |              |              |
| I-M033-00795252    | EURODRIVE GEARBOX & MOTOR      | R      | 4/18/2024  | 5,365.63       |          | 195268   |              |              |
| I-M033-00795252 AP | EURODRIVE GEAR BOX             | R      | 4/18/2024  | 167.87         |          | 195268   |              | 5,533.50     |
| 7203               | PARKSON CORPORATION            |        |            |                |          |          |              |              |
| I-AR1/51039690     | COLLECTOR RING                 | R      | 4/18/2024  | 3,291.00       |          | 195269   |              | 3,291.00     |
| 1                  | SCHAPER, MELANIE               |        |            |                |          |          |              |              |
| I-202404165596     | SCHAPER, MELANIE:              | R      | 4/18/2024  | 11.73          |          | 195270   |              | 11.73        |
| 1                  | SHATTUCK, JORDYN               |        |            |                |          |          |              |              |
| I-202404165593     | SHATTUCK, JORDYN:              | R      | 4/18/2024  | 267.46         |          | 195271   |              | 267.46       |
| 8810               | TRIPLE THREAT THREEATRICS      |        |            |                |          |          |              |              |
| I-202404155584     | RIDE THE CYCLONE SETTLEMENT    | R      | 4/18/2024  | 2,725.11       |          | 195272   |              | 2,725.11     |
| 5589               | CELLCO PARTNERSHIP             |        |            |                |          |          |              |              |
| I-9960541384       | SPECIAL CIRCUITS               | R      | 4/18/2024  | 369.34         |          | 195273   |              | 369.34       |
| 1                  | VOLKMANN, MORGAN               |        |            |                |          |          |              |              |
| I-202404165592     | VOLKMANN, MORGAN:              | R      | 4/18/2024  | 36.37          |          | 195274   |              | 36.37        |
| 8816               | ADVENTURE GOLF & SPORTS        |        |            |                |          |          |              |              |
| I-24-0087          | MINIATURE GOLF PROJECT         | R      | 4/25/2024  | 65,445.00      |          | 195275   |              |              |
| I-24-0143          | MINIATURE GOLF PROJECT         | R      | 4/25/2024  | 43,630.00      |          | 195275   |              | 109,075.00   |

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| 8808           | ALEXANDRA ROBINSON             |        |            |                |          |          |              |              |
| I-202404255618 | UMPIRE                         | R      | 4/25/2024  | 120.00         |          | 195276   |              | 120.00       |
| 0516           | AMERICAN CONCRETE CO INC       |        |            |                |          |          |              |              |
| I-90535902     | 4 OAKS: CART PATHS CONCRETE    | R      | 4/25/2024  | 1,475.00       |          | 195277   |              |              |
| I-90536491     | 4 OAKS: CART PATHS CONCRETE    | R      | 4/25/2024  | 1,425.00       |          | 195277   |              |              |
| I-90537056     | 4 OAKS: CART PATHS CONCRETE    | R      | 4/25/2024  | 1,477.00       |          | 195277   |              |              |
| I-90537057     | 4 OAKS: CART PATHS CONCRETE    | R      | 4/25/2024  | 1,477.00       |          | 195277   |              |              |
| I-90537541     | 19TH BROADWAY CONCRETE         | R      | 4/25/2024  | 695.25         |          | 195277   |              |              |
| I-90537544     | 19TH BROADWAY CONCRETE         | R      | 4/25/2024  | 730.00         |          | 195277   |              |              |
| I-90538113     | 19TH BROADWAY CONCRETE         | R      | 4/25/2024  | 502.25         |          | 195277   |              | 7,781.50     |
| 8278           | GERSON BOCANEGRA               |        |            |                |          |          |              |              |
| I-04-24-24     | 2 HRS INTERPRETER SERVICE      | R      | 4/25/2024  | 50.00          |          | 195278   |              | 50.00        |
| 4263           | COX COMMUNICATIONS KANSAS LLC  |        |            |                |          |          |              |              |
| I-202404245607 | PD: MONTHLY SERVICE            | R      | 4/25/2024  | 104.95         |          | 195279   |              | 104.95       |
| 7517           | CRAW-KAN TELEPHONE COOPERATIVE |        |            |                |          |          |              |              |
| I-01012024     | 2024 NETWORK SERVICE           | R      | 4/25/2024  | 11,825.00      |          | 195280   |              | 11,825.00    |
| 8480           | DETCO INDUSTRIES, INC          |        |            |                |          |          |              |              |
| I-069027       | CHAIN & CABLE AERO/PREVENT AER | R      | 4/25/2024  | 458.12         |          | 195281   |              | 458.12       |
| 8791           | ENTERPRISE FM TRUST            |        |            |                |          |          |              |              |
| I-FBN5009003   | FLEET PAYMENTS                 | R      | 4/25/2024  | 1,161.68       |          | 195282   |              | 1,161.68     |
| 8430           | EQUIPMENTSHARE.COM, INC        |        |            |                |          |          |              |              |
| I-3455127-000  | CASE/LAWSON MISC PARTS         | R      | 4/25/2024  | 2,967.16       |          | 195283   |              |              |
| I-3567238-000  | CROSSCUT CHISEL BIT/LABOR      | R      | 4/25/2024  | 960.47         |          | 195283   |              |              |
| I-3782417-000  | CASE - HYDRAULIC               | R      | 4/25/2024  | 1,284.50       |          | 195283   |              | 5,212.13     |
| 1108           | EVERGY KANSAS CENTRAL INC      |        |            |                |          |          |              |              |
| I-202404245609 | 101 N PINE: MONTHLY SERVICE    | R      | 4/25/2024  | 158.46         |          | 195284   |              |              |
| I-202404255629 | MONTHLY SERVICE                | R      | 4/25/2024  | 78,208.75      |          | 195284   |              | 78,367.21    |
| 1              | HWY 69 ASSOCIATION             |        |            |                |          |          |              |              |
| I-202404245611 | HWY 69 ASSOCIATION:            | R      | 4/25/2024  | 90.00          |          | 195287   |              | 90.00        |
| 0225           | KDOR                           |        |            |                |          |          |              |              |
| I-202404255633 | 1ST QTR 2024 WATER FEES        | R      | 4/25/2024  | 9,122.25       |          | 195288   |              | 9,122.25     |
| 1              | LEWIS, ANGELA                  |        |            |                |          |          |              |              |
| I-202404245612 | LEWIS, ANGELA:                 | R      | 4/25/2024  | 250.00         |          | 195289   |              | 250.00       |

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| 1<br>I-202404195606            | MCGOUGH, DIANA<br>MCGOUGH, DIANA:                                 | R      | 4/25/2024              | 1.50               |          | 195290           |              | 1.50         |
| 8507<br>I-6679                 | PITTSBURG PUBLISHING COMPANY,<br>SKYSCRAPER DIGITAL AD            | R      | 4/25/2024              | 275.00             |          | 195291           |              | 275.00       |
| 5159<br>I-MO33-00796273        | MOTION INDUSTRIES INC<br>BRONZE & SLEEVE BRGS                     | R      | 4/25/2024              | 145.86             |          | 195292           |              | 145.86       |
| 0175<br>I-202404245608         | REGISTER OF DEEDS<br>1404 N GRAND - DEED FILING FEE               | R      | 4/25/2024              | 21.00              |          | 195293           |              | 21.00        |
| 0175<br>I-202404255624         | REGISTER OF DEEDS<br>DEED FILING FEE - 1309 N GRAND               | R      | 4/25/2024              | 21.00              |          | 195294           |              | 21.00        |
| 0175<br>I-202404255625         | REGISTER OF DEEDS<br>DEED FILING FEE - 1307 N GRAND               | R      | 4/25/2024              | 21.00              |          | 195295           |              | 21.00        |
| 1<br>I-202404195605            | SMITH, TANYA<br>SMITH, TANYA:                                     | R      | 4/25/2024              | 70.00              |          | 195296           |              | 70.00        |
| 1<br>I-202404255630            | SPOONEMORE, CLINTON<br>SPOONEMORE, CLINTON:                       | R      | 4/25/2024              | 150.00             |          | 195297           |              | 150.00       |
| 6730<br>I-10462                | DJB INVESTMENTS, LLC<br>PRECAST CURB INLET                        | R      | 4/25/2024              | 2,300.00           |          | 195298           |              | 2,300.00     |
| 5841<br>I-AR115601             | VOICE PRODUCTS INC<br>CYBERTRON                                   | R      | 4/25/2024              | 116.68             |          | 195299           |              | 116.68       |
| 1<br>I-202404255632            | WALMART<br>WALMART:   | R      | 4/25/2024              | 85.20              |          | 195300           |              | 85.20        |
| 7279<br>I-CHOL1220             | CLAYTON HOLDINGS, LLC<br>LEASE PMT # 1 - UTILITY EQUIP            | R      | 5/01/2024              | 156,347.38         |          | 195301           |              | 156,347.38   |
| 7279<br>I-CHOL1222             | CLAYTON HOLDINGS, LLC<br>LEASE PMT # 1 - SCBA                     | R      | 5/01/2024              | 64,043.32          |          | 195302           |              | 64,043.32    |
| 6088<br>I-24-5115<br>I-24-5164 | 1ST DUE EMERGENCY RESPONSE SOL<br>FIREDEX GLOVES<br>FIREDEX COATS | R<br>R | 5/02/2024<br>5/02/2024 | 677.87<br>4,033.57 |          | 195309<br>195309 |              | <br>4,711.44 |



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|----------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 8808           | ALEXANDRA ROBINSON             |        |            |                |          |          |              |              |
| I-202405025658 | UMPIRE                         | R      | 5/02/2024  | 120.00         |          | 195310   |              | 120.00       |
| 6126           | AMERICAN LAW ENFORCEMENT RADAR |        |            |                |          |          |              |              |
| I-019625       | ACI STALKER PATROL             | R      | 5/02/2024  | 540.00         |          | 195311   |              | 540.00       |
| 8475           | AMERICAN LAWN & LANDSCAPE, INC |        |            |                |          |          |              |              |
| I-14719        | PD: LANDSCAPING                | R      | 5/02/2024  | 120.00         |          | 195312   |              | 120.00       |
| 5561           | AT&T MOBILITY                  |        |            |                |          |          |              |              |
| I-202404305648 | DOWNTOWN SECURITY              | R      | 5/02/2024  | 149.45         |          | 195313   |              | 149.45       |
| 5966           | BERRY COMPANIES, INC.          |        |            |                |          |          |              |              |
| I-73015298     | BIT PLANER & WHEEL SAW         | R      | 5/02/2024  | 622.00         |          | 195314   |              |              |
| I-73015299     | OIL FILTER, FUEL FILTER, ETC   | R      | 5/02/2024  | 147.74         |          | 195314   |              |              |
| I-73015322     | FILTER ELEMENT                 | R      | 5/02/2024  | 37.04          |          | 195314   |              | 806.78       |
| 1              | COLYER, ANDREA                 |        |            |                |          |          |              |              |
| I-202404295637 | COLYER, ANDREA:                | R      | 5/02/2024  | 37.04          |          | 195315   |              | 37.04        |
| 4263           | COX COMMUNICATIONS KANSAS LLC  |        |            |                |          |          |              |              |
| I-202404295636 | PARKS: MONTHLY SVC APRIL 24    | R      | 5/02/2024  | 5.25           |          | 195316   |              |              |
| I-202404295639 | FD1:MONTHLY SVC                | R      | 5/02/2024  | 115.46         |          | 195316   |              |              |
| I-202404305651 | FD 2: MONTHLY SERVICE          | R      | 5/02/2024  | 87.72          |          | 195316   |              | 208.43       |
| 7517           | CRAW-KAN TELEPHONE COOPERATIVE |        |            |                |          |          |              |              |
| I-202404295635 | JEFF BAIR: APRIL 2024          | R      | 5/02/2024  | 89.98          |          | 195317   |              | 89.98        |
| 0375           | WICHITA WATER CONDITIONING     |        |            |                |          |          |              |              |
| I-711320       | HOUSING: WATER                 | R      | 5/02/2024  | 9.00           |          | 195318   |              | 9.00         |
| 8804           | DAVID NEWCOMB                  |        |            |                |          |          |              |              |
| I-517          | WELDING REPAIR AT POOL         | R      | 5/02/2024  | 300.00         |          | 195319   |              | 300.00       |
| 6985           | DARRICK DEGRUSON               |        |            |                |          |          |              |              |
| I-202404305649 | JEANS REIMBURSEMENT            | R      | 5/02/2024  | 150.00         |          | 195320   |              | 150.00       |
| 7116           | EMC INSURANCE COMPANIES        |        |            |                |          |          |              |              |
| I-1830981      | BRIZZEE CLAIM DEDUCTIBL;E      | R      | 5/02/2024  | 500.00         |          | 195321   |              | 500.00       |
| 8430           | EQUIPMENTSHARE.COM, INC        |        |            |                |          |          |              |              |
| I-3784599-000  | CASE - HYDRAULIC HOSE          | R      | 5/02/2024  | 120.00         |          | 195322   |              | 120.00       |

| VENDOR I.D.       | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 1                 | GIRARD TARPS                   |        |            |                |          |          |              |              |
| I-04-08-2024      | GIRARD TARPS:                  | R      | 5/02/2024  | 180.00         |          | 195323   |              | 180.00       |
| 6923              | HUGO'S INDUSTRIAL SUPPLY INC   |        |            |                |          |          |              |              |
| I-312245          | LINCOLN CENTER FLOORS          | R      | 5/02/2024  | 714.28         |          | 195324   |              | 714.28       |
| 1                 | HWY 69 ASSOCIATION             |        |            |                |          |          |              |              |
| I-202404295641    | HWY 69 ASSOCIATION:            | R      | 5/02/2024  | 3,500.00       |          | 195325   |              | 3,500.00     |
| 1                 | JOHNSON, SARAH                 |        |            |                |          |          |              |              |
| I-202404295640    | JOHNSON, SARAH:                | R      | 5/02/2024  | 15.00          |          | 195326   |              | 15.00        |
| 7172              | KANSAS NAHRO                   |        |            |                |          |          |              |              |
| I-#KS24S          | KS NAHRO CONF: DENISE TILSON   | R      | 5/02/2024  | 350.00         |          | 195327   |              | 350.00       |
| 1                 | KANSAS TURNPIKE AUTHORITY      |        |            |                |          |          |              |              |
| I-4477865-5298260 | KANSAS TURNPIKE AUTHORITY:     | R      | 5/02/2024  | 38.50          |          | 195328   |              | 38.50        |
| 1                 | LUNDY, BUBBA                   |        |            |                |          |          |              |              |
| I-202404295642    | LUNDY, BUBBA:                  | R      | 5/02/2024  | 300.00         |          | 195329   |              | 300.00       |
| 1                 | MAPLES, JOSIE                  |        |            |                |          |          |              |              |
| I-202404305650    | MAPLES, JOSIE:                 | R      | 5/02/2024  | 73.97          |          | 195330   |              | 73.97        |
| 8768              | MARK MCATEE                    |        |            |                |          |          |              |              |
| I-202404305652    | 6 MO SERVICE/OIL COOLER        | R      | 5/02/2024  | 562.50         |          | 195331   |              | 562.50       |
| 8460              | MARMIC FIRE AND SAFETY         |        |            |                |          |          |              |              |
| I-C951717         | PD: ALARM SERVICES             | R      | 5/02/2024  | 402.00         |          | 195332   |              | 402.00       |
| 8636              | M L & S INC                    |        |            |                |          |          |              |              |
| I-129479          | VENTRAC STOCK                  | R      | 5/02/2024  | 522.74         |          | 195333   |              | 522.74       |
| 8505              | PITTSBURG PUBLISHING COMPANY,  |        |            |                |          |          |              |              |
| I-9539            | PUBLIC HEARING: 24-09 VARIANCE | R      | 5/02/2024  | 76.45          |          | 195334   |              | 76.45        |
| 5732              | NATES LAWN AND LANDSCAPE INC   |        |            |                |          |          |              |              |
| I-15606           | FO MINI GOLF: LANDSCAPING      | R      | 5/02/2024  | 8,660.00       |          | 195335   |              |              |
| I-15607           | FO MINI GOLF: LANDSCAPING      | R      | 5/02/2024  | 3,548.00       |          | 195335   |              | 12,208.00    |
| 0175              | REGISTER OF DEEDS              |        |            |                |          |          |              |              |
| I-202404295643    | DEED FILING FEE: 435 E 23RD    | R      | 5/02/2024  | 21.00          |          | 195336   |              | 21.00        |

| VENDOR I.D.    | NAME                    | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|----------------|-------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 1              | RIKLON, MOLLYNN         |        |            |                |          |          |              |              |
| I-202405015653 | RIKLON, MOLLYNN:        | R      | 5/02/2024  | 250.00         |          | 195337   |              | 250.00       |
| 7270           | SECURITY 1ST TITLE, LLC |        |            |                |          |          |              |              |
| I-3072300      | 435 E 23RD: DEED PREP   | R      | 5/02/2024  | 200.00         |          | 195338   |              | 200.00       |
| 1              | STINEBAUGH, STEPHENIE   |        |            |                |          |          |              |              |
| I-202405015654 | STINEBAUGH, STEPHENIE:  | R      | 5/02/2024  | 40.00          |          | 195339   |              | 40.00        |
| 1              | SWITZ, ANN              |        |            |                |          |          |              |              |
| I-202405025655 | SWITZ, ANN:             | R      | 5/02/2024  | 50.00          |          | 195340   |              | 50.00        |
| 1              | HERRON, ROB             |        |            |                |          |          |              |              |
| I-202405035662 | HERRON, ROB:            | R      | 5/03/2024  | 2,105.00       |          | 195341   |              | 2,105.00     |
| 1900           | ICMA                    |        |            |                |          |          |              |              |
| I-202405035661 | HALL: MEMBERSHIP 2024   | R      | 5/03/2024  | 1,200.00       |          | 195342   |              | 1,200.00     |

| * * T O T A L S * * | NO  | INVOICE AMOUNT    | DISCOUNTS | CHECK AMOUNT |
|---------------------|-----|-------------------|-----------|--------------|
| REGULAR CHECKS:     | 88  | 532,708.94        | 0.00      | 532,708.94   |
| HAND CHECKS:        | 0   | 0.00              | 0.00      | 0.00         |
| DRAFTS:             | 11  | 283,951.67        | 0.00      | 283,951.67   |
| EFT:                | 163 | 1,166,274.65      | 0.00      | 1,166,274.65 |
| NON CHECKS:         | 0   | 0.00              | 0.00      | 0.00         |
| VOID CHECKS:        | 0   | VOID DEBITS 0.00  |           |              |
|                     |     | VOID CREDITS 0.00 | 0.00      | 0.00         |

TOTAL ERRORS: 0

| VENDOR SET: 99 BANK: 80144 | TOTALS: | NO  | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|----------------------------|---------|-----|----------------|-----------|--------------|
|                            |         | 262 | 1,982,935.26   | 0.00      | 1,982,935.26 |
| BANK: 80144                | TOTALS: | 262 | 1,982,935.26   | 0.00      | 1,982,935.26 |

| VENDOR I.D.       | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 1609              | PHILLIP H. O'MALLEY            |        |            |                |          |          |              |              |
| I-05/2024-100033E | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 524.00         |          | 022069   |              | 524.00       |
| 3294              | JOHN R SMITH                   |        |            |                |          |          |              |              |
| I-05/2024-100129E | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 700.00         |          | 022070   |              | 700.00       |
| 3668              | MID AMERICA PROPERTIES OF PITT |        |            |                |          |          |              |              |
| I-05/2024-100557E | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 1,040.00       |          | 022071   |              | 1,040.00     |
| 5796              | JOHN A ESLICK                  |        |            |                |          |          |              |              |
| I-05/2024-100700E | HOUSING ASSISTANT PAYMENT      | E      | 5/02/2024  | 640.00         |          | 022072   |              | 640.00       |
| 5957              | PASTEUR PROPERTIES             |        |            |                |          |          |              |              |
| I-05/2024-100723E | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 1,100.00       |          | 022073   |              | 1,100.00     |
| 6298              | L. KEVAN SCHUPBACH             |        |            |                |          |          |              |              |
| I-05/2024-100423E | HOUSING ASSITANCE PAYMENT      | E      | 5/02/2024  | 698.00         |          | 022074   |              | 698.00       |
| 6464              | PRO X PROPERTY SOLUTIONS, LLC  |        |            |                |          |          |              |              |
| I-05/2024-100909E | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 1,222.00       |          | 022075   |              | 1,222.00     |
| 6916              | STILWELL HERITAGE & EDUCATIONA |        |            |                |          |          |              |              |
| I-05/2024-100577E | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 152.00         |          | 022076   |              | 152.00       |
| 8005              | REMINGTON SQUARE APARTMENTS OF |        |            |                |          |          |              |              |
| I-05/2024-100931E | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 895.00         |          | 022077   |              | 895.00       |
| 8080              | SUNNYVALE INVESTMENT PROPERTIE |        |            |                |          |          |              |              |
| I-05/2024-100941E | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 770.00         |          | 022078   |              | 770.00       |
| 4636              | EVERGY KANSAS CENTRAL INC. (HA |        |            |                |          |          |              |              |
| I-05/2024-100637E | HOUSING ASSISTANCE PAYMENT     | R      | 5/01/2024  | 331.00         |          | 195307   |              | 331.00       |

| * * T O T A L S * * | NO | INVOICE AMOUNT    | DISCOUNTS | CHECK AMOUNT |
|---------------------|----|-------------------|-----------|--------------|
| REGULAR CHECKS:     | 1  | 331.00            | 0.00      | 331.00       |
| HAND CHECKS:        | 0  | 0.00              | 0.00      | 0.00         |
| DRAFTS:             | 0  | 0.00              | 0.00      | 0.00         |
| EFT:                | 10 | 7,741.00          | 0.00      | 7,741.00     |
| 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

| VENDOR SET: 99 BANK: EHV TOTALS: | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|----------------------------------|----|----------------|-----------|--------------|
|                                  | 11 | 8,072.00       | 0.00      | 8,072.00     |
| BANK: EHV TOTALS:                | 11 | 8,072.00       | 0.00      | 8,072.00     |

VENDOR SET: 99 City of Pittsburg, KS

BANK: FYI FOSTER YOUTH INDEPENDENCE

DATE RANGE: 4/17/2024 THRU 5/08/2024

| VENDOR I.D.       | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 3668              | MID AMERICA PROPERTIES OF PITT |        |            |                |          |          |              |              |
| I-05/2024-100557F | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 328.00         |          | 022084   |              | 328.00       |

\* \* 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  | 328.00         | 0.00      | 328.00       |
| NON CHECKS:     | 0  | 0.00           | 0.00      | 0.00         |
| VOID CHECKS:    | 0  |                |           |              |
| VOID DEBITS     |    | 0.00           |           |              |
| VOID CREDITS    |    | 0.00           | 0.00      |              |

TOTAL ERRORS: 0

| VENDOR SET: 99 BANK: FYI TOTALS: | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|----------------------------------|----|----------------|-----------|--------------|
|                                  | 1  | 328.00         | 0.00      | 328.00       |
| BANK: FYI TOTALS:                | 1  | 328.00         | 0.00      | 328.00       |

| VENDOR I.D. | NAME   | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--|--------|------------|----------------|----------|----------|--------------|--------------|
| 5906        | JOHN HINRICHS<br>HOUSING ASSISTANCE PAYMENT                  | E      | 5/02/2024  | 161.00         |          | 021988   |              | 161.00       |
| 5961        | LAWRENCE A VANBECELAERE<br>HOUSING ASSISTANCE PAYMENT        | E      | 5/02/2024  | 76.00          |          | 021989   |              | 76.00        |
| 7581        | REX LINVILLE<br>HOUSING ASSISTANCE PAYMENT                   | E      | 5/02/2024  | 597.00         |          | 021990   |              | 597.00       |
| 7837        | MARJI RENTALS, LLC<br>HOUSING ASSISTANCE PAYMENT             | E      | 5/02/2024  | 242.00         |          | 021991   |              | 242.00       |
| 8498        | PITTSBURG HIGHLANDS GP, LLC<br>HOUSING ASSISTANCE PAYMENT    | E      | 5/02/2024  | 3,739.00       |          | 021992   |              | 3,739.00     |
| 8512        | GORILLA GRIP LLC<br>HOUSING ASSISTANCE PAYMENT               | E      | 5/02/2024  | 256.00         |          | 021993   |              | 256.00       |
| 8580        | GARY MORRISON REAL ESTATE, INC<br>HOUSING ASSISTANCE PAYMENT | E      | 5/02/2024  | 1,109.00       |          | 021994   |              | 1,109.00     |
| 8582        | GARY K CONNER<br>HOUSING ASSISTANCE PAYMENT                  | E      | 5/02/2024  | 450.00         |          | 021995   |              | 450.00       |
| 8778        | CHICAGO HOUSING AUTHORITY<br>HOUSING ASSISTANCE PAYMENT      | E      | 5/02/2024  | 1,763.03       |          | 021996   |              | 1,763.03     |
| 8798        | TIMOTHY G DURKIN<br>HOUSING ASSISTANCE PAYMENT               | E      | 5/02/2024  | 872.00         |          | 021997   |              | 872.00       |
| 8812        | DYNAMIC ASSETS RE<br>HOUSING ASSISTANCE PAYMENT              | E      | 5/02/2024  | 1,189.00       |          | 021998   |              | 1,189.00     |
| 8898        | GALVESTON HOUSING AUTHORITY<br>HOUSING ASSISTANCE PAYMENT    | E      | 5/02/2024  | 1,497.18       |          | 021999   |              | 1,497.18     |
| 0372        | CONNER REALTY<br>HOUSING ASSISTANCE PAYMENT                  | E      | 5/02/2024  | 663.00         |          | 022000   |              | 663.00       |
| 1008        | BENJAMIN M BEASLEY<br>HOUSING ASSISTANCE PAYMENT             | E      | 5/02/2024  | 1,408.00       |          | 022001   |              | 1,408.00     |
| 1231        | JOHN LOVELL<br>HOUSING ASSISTANCE PAYMENT                    | E      | 5/02/2024  | 638.00         |          | 022002   |              | 638.00       |



| VENDOR I.D.      | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|------------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 1609             | PHILLIP H. O'MALLEY            |        |            |                |          |          |              |              |
| I-05/2024-100033 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 2,285.00       |          | 022003   |              | 2,285.00     |
| 3142             | COMMUNITY MENTAL HEALTH CENTER |        |            |                |          |          |              |              |
| I-05/2024-100061 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 829.00         |          | 022004   |              | 829.00       |
| 3162             | TOM YOAKAM                     |        |            |                |          |          |              |              |
| I-05/2024-100238 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 890.00         |          | 022005   |              | 890.00       |
| 3218             | CHERYL L BROOKS                |        |            |                |          |          |              |              |
| I-05/2024-100301 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 313.00         |          | 022006   |              | 313.00       |
| 3272             | DUNCAN HOUSING LLC             |        |            |                |          |          |              |              |
| I-05/2024-100460 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 2,697.00       |          | 022007   |              | 2,697.00     |
| 3273             | RICHARD F THENIKL              |        |            |                |          |          |              |              |
| I-05/2024-100540 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 1,146.00       |          | 022008   |              | 1,146.00     |
| 3294             | JOHN R SMITH                   |        |            |                |          |          |              |              |
| I-05/2024-100129 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 554.00         |          | 022009   |              | 554.00       |
| 3668             | MID AMERICA PROPERTIES OF PITT |        |            |                |          |          |              |              |
| I-05/2024-100557 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 9,814.60       |          | 022010   |              | 9,814.60     |
| 4054             | MICHAEL A SMITH                |        |            |                |          |          |              |              |
| I-05/2024-100591 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 1,950.00       |          | 022011   |              | 1,950.00     |
| 4492             | PITTSBURG SENIORS LP           |        |            |                |          |          |              |              |
| I-05/2024-100616 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 3,679.00       |          | 022012   |              | 3,679.00     |
| 4928             | PITTSBURG STATE UNIVERSITY     |        |            |                |          |          |              |              |
| I-05/2024-100648 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 1,785.00       |          | 022013   |              | 1,785.00     |
| 5393             | ANGELES PROPERTIES LLC - HAP   |        |            |                |          |          |              |              |
| I-05/2024-100671 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 2,194.00       |          | 022014   |              | 2,194.00     |
| 5656             | EARL L. HARTMAN                |        |            |                |          |          |              |              |
| I-05/2024-100686 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 650.00         |          | 022015   |              | 650.00       |
| 5658             | DEANNA J HIGGINS               |        |            |                |          |          |              |              |
| I-05/2024-100340 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 279.00         |          | 022016   |              | 279.00       |
| 5676             | BARBARA TODD                   |        |            |                |          |          |              |              |
| I-05/2024-100689 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 9.00           |          | 022017   |              | 9.00         |

| VENDOR I.D.      | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|------------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 5817             | JAMA ENTERPRISES LLP           |        |            |                |          |          |              |              |
| I-05/2024-100701 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 708.00         |          | 022018   |              | 708.00       |
| 5834             | DENNIS TROUT                   |        |            |                |          |          |              |              |
| I-05/2024-100706 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 273.00         |          | 022019   |              | 273.00       |
| 5957             | PASTEUR PROPERTIES             |        |            |                |          |          |              |              |
| I-05/2024-100723 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 4,535.00       |          | 022020   |              | 4,535.00     |
| 6090             | RANDAL BENNEFELD               |        |            |                |          |          |              |              |
| I-05/2024-100745 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 178.00         |          | 022021   |              | 178.00       |
| 6161             | MICHAEL J STOTTS               |        |            |                |          |          |              |              |
| I-05/2024-100754 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 148.00         |          | 022022   |              | 148.00       |
| 6269             | EDWARD SWOR                    |        |            |                |          |          |              |              |
| I-05/2024-100137 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 596.00         |          | 022023   |              | 596.00       |
| 6298             | L. KEVAN SCHUPBACH             |        |            |                |          |          |              |              |
| I-05/2024-100423 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 12,784.00      |          | 022024   |              | 12,784.00    |
| 6394             | KEVIN R. HALL                  |        |            |                |          |          |              |              |
| I-05/2024-100720 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 1,270.00       |          | 022025   |              | 1,270.00     |
| 6441             | HEATHER MASON WHITE            |        |            |                |          |          |              |              |
| I-05/2024-100777 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 882.00         |          | 022026   |              | 882.00       |
| 6464             | PRO X PROPERTY SOLUTIONS, LLC  |        |            |                |          |          |              |              |
| I-05/2024-100566 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 4,497.00       |          | 022027   |              |              |
| I-05/2024-100780 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 1,079.00       |          | 022027   |              |              |
| I-05/2024-100909 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 13,048.00      |          | 022027   |              | 18,624.00    |
| 6694             | DELBERT BAIR                   |        |            |                |          |          |              |              |
| I-05/2024-100806 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 460.00         |          | 022028   |              | 460.00       |
| 6708             | CHARLES R. MERTZ               |        |            |                |          |          |              |              |
| I-05/2024-100808 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 285.00         |          | 022029   |              | 285.00       |
| 6877             | CHRISTOPHER KYLE BATTAGLIA     |        |            |                |          |          |              |              |
| I-05/2024-100962 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 920.00         |          | 022030   |              | 920.00       |
| 6916             | STILWELL HERITAGE & EDUCATIONA |        |            |                |          |          |              |              |
| I-05/2024-100577 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 2,353.00       |          | 022031   |              | 2,353.00     |

| VENDOR I.D.      | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|------------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 7083             | PITTSBURG HEIGHTS, LP          |        |            |                |          |          |              |              |
| I-05/2024-100848 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 5,994.00       |          | 022032   |              | 5,994.00     |
| 7112             | RANDY VILELA BODY REPAIR, TRU  |        |            |                |          |          |              |              |
| I-05/2024-100410 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 744.00         |          | 022033   |              | 744.00       |
| 7294             | AMMP PROPERTIES, LLC           |        |            |                |          |          |              |              |
| I-05/2024-100869 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 878.00         |          | 022034   |              | 878.00       |
| 7312             | JASON HARRIS                   |        |            |                |          |          |              |              |
| I-05/2024-100596 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 516.00         |          | 022035   |              | 516.00       |
| 7326             | RANDY ALLEE                    |        |            |                |          |          |              |              |
| I-05/2024-100872 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 1,357.00       |          | 022036   |              | 1,357.00     |
| 7431             | R&R RENTALS OF PITTSBURG LLC   |        |            |                |          |          |              |              |
| I-05/2024-100918 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 108.00         |          | 022037   |              | 108.00       |
| 7524             | SOUTHEAST KANSAS COMMUNITY ACT |        |            |                |          |          |              |              |
| I-05/2024-100001 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 241.00         |          | 022038   |              | 241.00       |
| 7554             | TRAVIS R RIDGWAY               |        |            |                |          |          |              |              |
| I-05/2024-100925 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 386.00         |          | 022039   |              | 386.00       |
| 7582             | KIRK A DUNCAN                  |        |            |                |          |          |              |              |
| I-05/2024-100752 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 490.00         |          | 022040   |              | 490.00       |
| 7587             | DAVID RUA                      |        |            |                |          |          |              |              |
| I-05/2024-100887 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 629.00         |          | 022041   |              | 629.00       |
| 7645             | SEWARD RENTALS, LLC            |        |            |                |          |          |              |              |
| I-05/2024-100456 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 1,198.00       |          | 022042   |              | 1,198.00     |
| 7654             | A & R RENTALS, LLC             |        |            |                |          |          |              |              |
| I-05/2024-100893 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 448.00         |          | 022043   |              | 448.00       |
| I-05/2024-100936 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 3,728.00       |          | 022043   |              | 4,176.00     |
| 7669             | CHARLES GILMORE                |        |            |                |          |          |              |              |
| I-05/2024-100753 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 582.00         |          | 022044   |              | 582.00       |
| 7741             | SUSAN E ADAMS                  |        |            |                |          |          |              |              |
| I-05/2024-100901 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 167.00         |          | 022045   |              | 167.00       |

| VENDOR I.D.      | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|------------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 7864             | CB HOMES LLC                   |        |            |                |          |          |              |              |
| I-05/2024-100913 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 800.00         |          | 022046   |              | 800.00       |
| 7866             | JAMES MICHAEL HORTON           |        |            |                |          |          |              |              |
| I-05/2024-100914 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 1,621.00       |          | 022047   |              | 1,621.00     |
| 7918             | CITY OF LEAVENWORTH            |        |            |                |          |          |              |              |
| I-05/2024-100923 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 989.34         |          | 022048   |              | 989.34       |
| 8005             | REMINGTON SQUARE APARTMENTS OF |        |            |                |          |          |              |              |
| I-05/2024-100931 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 11,431.24      |          | 022049   |              | 11,431.24    |
| 8080             | SUNNYVALE INVESTMENT PROPRTIE  |        |            |                |          |          |              |              |
| I-05/2024-100941 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 6,908.00       |          | 022050   |              | 6,908.00     |
| 8174             | MICHAEL A SMITH                |        |            |                |          |          |              |              |
| I-05/2024-100954 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 775.00         |          | 022051   |              | 775.00       |
| 8329             | CHARLES P. SIMPSON             |        |            |                |          |          |              |              |
| I-05/2024-100406 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 501.00         |          | 022052   |              | 501.00       |
| 8402             | BEVERLY D PETERSON             |        |            |                |          |          |              |              |
| I-05/2024-100982 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 147.00         |          | 022053   |              | 147.00       |
| 8426             | JOHN F KENNEDY                 |        |            |                |          |          |              |              |
| I-05/2024-100987 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 332.00         |          | 022054   |              | 332.00       |
| 8492             | RUSSELL F. MIZE                |        |            |                |          |          |              |              |
| I-05/2024-100888 | HOUSING ASSITANCE PAYMENT      | E      | 5/02/2024  | 303.00         |          | 022055   |              | 303.00       |
| 8502             | JON BARTLOW                    |        |            |                |          |          |              |              |
| I-05/2024-100992 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 347.00         |          | 022056   |              | 347.00       |
| 8627             | STEVEN MARIUCCI                |        |            |                |          |          |              |              |
| I-05/2024-101009 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 512.00         |          | 022057   |              | 512.00       |
| 8634             | WAYNE L STORM                  |        |            |                |          |          |              |              |
| I-05/2024-100244 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 427.00         |          | 022058   |              | 427.00       |
| 8717             | WAYNE YAKEL                    |        |            |                |          |          |              |              |
| I-05/2024-101012 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 464.00         |          | 022059   |              | 464.00       |
| 8787             | ANTHONY SIMONCIC               |        |            |                |          |          |              |              |
| I-05/2024-100193 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 542.00         |          | 022060   |              | 542.00       |

| VENDOR I.D.      | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|------------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 8874             | DUANE ZERR                     |        |            |                |          |          |              |              |
| I-05/2024-100802 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 1,250.00       |          | 022061   |              | 1,250.00     |
| 8883             | RONALD E CLOSE                 |        |            |                |          |          |              |              |
| I-05/2024-100361 | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 720.00         |          | 022062   |              | 720.00       |
| 4636             | EVERGY KANSAS CENTRAL INC. (HA |        |            |                |          |          |              |              |
| I-05/2024-100637 | HOUSING ASSISTANCE PAYMENT     | R      | 5/01/2024  | 2,251.04       |          | 195303   |              | 2,251.04     |
| 8177             | MISSISSIPPI REGIONAL HOUSING A |        |            |                |          |          |              |              |
| I-05/2024-100955 | HOUSING ASSISTANCE PAYMENT     | R      | 5/01/2024  | 1,457.38       |          | 195304   |              | 1,457.38     |
| 8427             | RENT-MOORE LLC                 |        |            |                |          |          |              |              |
| I-05/2024-100185 | HOUSING ASSISTANCE PAYMENT     | R      | 5/01/2024  | 728.00         |          | 195305   |              | 728.00       |
| 0472             | LARRY SPRESSER                 |        |            |                |          |          |              |              |
| I-05/2024-100251 | HOUSING ASSISTANCE PAYMENT     | R      | 5/01/2024  | 430.00         |          | 195306   |              | 430.00       |

| * * T O T A L S * * | NO | INVOICE AMOUNT    | DISCOUNTS | CHECK AMOUNT |
|---------------------|----|-------------------|-----------|--------------|
| REGULAR CHECKS:     | 4  | 4,866.42          | 0.00      | 4,866.42     |
| HAND CHECKS:        | 0  | 0.00              | 0.00      | 0.00         |
| DRAFTS:             | 0  | 0.00              | 0.00      | 0.00         |
| EFT:                | 75 | 133,286.39        | 0.00      | 133,286.39   |
| NON CHECKS:         | 0  | 0.00              | 0.00      | 0.00         |
| VOID CHECKS:        | 0  | VOID DEBITS 0.00  |           |              |
|                     |    | VOID CREDITS 0.00 | 0.00      | 0.00         |

TOTAL ERRORS: 0

| VENDOR SET: 99 BANK: HAP TOTALS: | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|----------------------------------|----|----------------|-----------|--------------|
|                                  | 79 | 138,152.81     | 0.00      | 138,152.81   |
| BANK: HAP TOTALS:                | 79 | 138,152.81     | 0.00      | 138,152.81   |

| VENDOR I.D. | NAME  | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|---|--------|------------|----------------|----------|----------|--------------|--------------|
| 3668        | MID AMERICA PROPERTIES OF PITT HOUSING ASSISTANCE PAYMENT | E      | 5/02/2024  | 400.00         |          | 022079   |              | 400.00       |
| 6150        | JAMES L COX RENTALS HOUSING ASSISTANCE PAYMENT            | E      | 5/02/2024  | 558.00         |          | 022080   |              | 558.00       |
| 6298        | L. KEVAN SCHUPPBACH HOUSING ASSISTANCE PAYMENT            | E      | 5/02/2024  | 850.00         |          | 022081   |              | 850.00       |
| 6464        | PRO X PROPERTY SOLUTIONS, LLC HOUSING ASSISTANCE PAYMENT  | E      | 5/02/2024  | 274.00         |          | 022082   |              | 274.00       |
| 8080        | SUNNYVALE INVESTMENT PROPERTIE HOUSING ASSISTANCE PAYMENT | E      | 5/02/2024  | 436.00         |          | 022083   |              | 436.00       |
| 4636        | EVERGY KANSAS CENTRAL INC. (HA HOUSING ASSISTANCE PAYMENT | R      | 5/01/2024  | 21.00          |          | 195308   |              | 21.00        |

| * * T O T A L S * * |               | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|---------------------|---------------|----|----------------|-----------|--------------|
| REGULAR CHECKS:     |               | 1  | 21.00          | 0.00      | 21.00        |
| HAND CHECKS:        |               | 0  | 0.00           | 0.00      | 0.00         |
| DRAFTS:             |               | 0  | 0.00           | 0.00      | 0.00         |
| EFT:                |               | 5  | 2,518.00       | 0.00      | 2,518.00     |
| NON CHECKS:         |               | 0  | 0.00           | 0.00      | 0.00         |
| VOID CHECKS:        | 0 VOID DEBITS |    | 0.00           |           |              |
|                     | VOID CREDITS  |    | 0.00           | 0.00      |              |

TOTAL ERRORS: 0

| VENDOR SET: 99 | BANK: SV | TOTALS: | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|----------------|----------|---------|----|----------------|-----------|--------------|
|                |          |         | 6  | 2,539.00       | 0.00      | 2,539.00     |
| BANK: SV       |          | TOTALS: | 6  | 2,539.00       | 0.00      | 2,539.00     |

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: TBRA BMO HARRIS BANK-TBRA  
 DATE RANGE: 4/17/2024 THRU 5/08/2024

| VENDOR I.D.       | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 8498              | PITTSBURG HIGHLANDS GP, LLC    |        |            |                |          |          |              |              |
| I-05/2024-100921T | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 600.00         |          | 022063   |              | 600.00       |
| 3668              | MID AMERICA PROPERTIES OF PITT |        |            |                |          |          |              |              |
| I-05/2024-100557T | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 650.00         |          | 022064   |              | 650.00       |
| 5534              | SYCAMORE VILLAGE RES LP        |        |            |                |          |          |              |              |
| I-05/2024-100563T | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 990.00         |          | 022065   |              | 990.00       |
| 6298              | L. KEVAN SCHUPBACH             |        |            |                |          |          |              |              |
| I-05/2024-100423T | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 800.00         |          | 022066   |              | 800.00       |
| 6464              | PRO X PROPERTY SOLUTIONS, LLC  |        |            |                |          |          |              |              |
| I-05/2024-100909T | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 800.00         |          | 022067   |              | 800.00       |
| 8005              | REMINGTON SQUARE APARTMENTS OF |        |            |                |          |          |              |              |
| I-05/2024-100931T | HOUSING ASSISTANCE PAYMENT     | E      | 5/02/2024  | 775.00         |          | 022068   |              | 775.00       |

| * * 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:                | 6  | 4,615.00          | 0.00      | 4,615.00     |
| 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

| VENDOR SET: 99 | BANK: TBRA | TOTALS: | NO  | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|----------------|------------|---------|-----|----------------|-----------|--------------|
|                |            |         | 6   | 4,615.00       | 0.00      | 4,615.00     |
| BANK: TBRA     | TOTALS:    |         | 6   | 4,615.00       | 0.00      | 4,615.00     |
| REPORT TOTALS: |            |         | 365 | 2,136,642.07   | 0.00      | 2,136,642.07 |



SELECTION CRITERIA

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 VENDOR SET: 99-  
 VENDOR: ALL  
 BANK CODES: All  
 FUNDS: All  
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CHECK SELECTION

CHECK RANGE: 000000 THRU 999999  
 DATE RANGE: 4/17/2024 THRU 5/08/2024  
 CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99  
 INCLUDE ALL VOIDS: YES  
 -----

PRINT OPTIONS

SEQUENCE: CHECK NUMBER  
 PRINT TRANSACTIONS: YES  
 PRINT G/L: NO  
 UNPOSTED ONLY: NO  
 EXCLUDE UNPOSTED: NO  
 MANUAL ONLY: NO  
 STUB COMMENTS: NO  
 REPORT FOOTER: NO  
 CHECK STATUS: NO  
 PRINT STATUS: \* - All  
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Passed and Approved this 14th day of May, 2024.

\_\_\_\_\_  
 Stu Hite, Mayor

ATTEST:

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

## ECONOMIC DEVELOPMENT SERVICES AGREEMENT

This Economic Development Services Agreement (“Agreement”) between the Pittsburg Area Chamber of Commerce, a Kansas not-for-profit corporation, ("Chamber") and the City of Pittsburg, Kansas, a Kansas municipal corporation, ("City") is effective April 1, 2024.

**WHEREAS**, the City and the Chamber have historically cooperated to encourage industrial, manufacturing and retail business growth by using the volunteer efforts of Chamber members; and,

**WHEREAS**, the volunteer members of the Chamber require additional support from the City to create an environment supportive of existing and incoming businesses and,

**WHEREAS**, the Governing Body of the City desires to obtain necessary additional services related to the location and support of existing and new industrial, manufacturing and retail businesses in the City and surrounding areas; and,

**WHEREAS**, the Chamber, through its skilled and knowledgeable employees, is qualified and capable of performing the services related to the location and support of existing and new industrial, manufacturing and retail businesses in the City and the continuation of mutually beneficial relationships with existing businesses and industries.

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

### **1. Retention of Chamber; Description of Services**

- a. As of the effective date of this Agreement, the City agrees to retain the Chamber and the Chamber agrees to perform and complete the services related to the creation of a supportive environment in the City for industrial, manufacturing and retail businesses, and to promoting and assisting in the growth and expansion of existing industrial, manufacturing and retail businesses within the geographic boundaries of the City, as generally described in the Scope of Work, attached as Exhibit A and incorporated by reference. The Scope of Work shall include maintaining, promoting and developing ongoing and substantial contacts with existing businesses to achieve the goal of economic development.
- b. The City reserves the right to direct revision of the Scope of Work at the City’s discretion, to the extent that such revisions are consistent with the intent of this Agreement and are agreeable with the Chamber.
- c. The term “Services” when used in this Agreement shall mean all services set forth in the Scope of Work. The Chamber shall not provide any additional services to the

City as a part of this Agreement without the prior written consent of the City.

## **2. Chamber as Independent Contractor**

The City shall retain the Chamber as an independent contractor, and the Chamber hereby accepts such independent contractor relationship, upon the terms and conditions set forth in this Agreement. The Chamber will perform consulting and advisory services on behalf of the City with respect to all matters relating to or affecting business and industrial recruitment and retention. The Chamber shall perform and discharge well and faithfully for the City such services during the term of this Agreement. The City shall provide such financial, legal and other administrative services as may be necessary to carry out the terms of this Agreement.

## **3. Compensation; Expenses**

### **3.1 Fees**

In full satisfaction for any and all services rendered by the Chamber for the City under this Agreement, as specified in Exhibit A, the City will pay the Chamber the total sum of Fifty-Five Thousand and no/100 (\$55,000) Dollars annually, payable in equal monthly installments on or before the 5th day of each month on account of the prior month.

### **3.2 Expenses**

Out of the fees specified in Section 3.1, the Chamber will pay any and all operating expenses and overhead costs for the Services it agrees to provide to the City, including payroll, withholding taxes, health insurance, and any and all other benefits it normally provides to its employees, in addition to regular and reasonable traveling operating expenses. The City shall pay for the development and production costs relating to marketing brochures and materials, website and Internet designs exclusively related to economic development, and any other advertising materials that the City and the Chamber shall agree are necessary for the Chamber to fulfill the terms of this Agreement. The City shall also pay directly to the vendors or other third parties dues and memberships in various regional and national economic development organizations as agreed upon by the parties, which may be amended from time to time by mutual consent of the parties.

### **3.3 Withholding; Benefits**

All fees payable to the Chamber under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, or income taxes, nor shall the City be obligated to pay any of Chamber's employees' taxes. The Chamber hereby agrees that it shall be solely responsible for all taxes, withholding, FICA, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding. In addition, the Chamber, its employees or assigns, shall not be eligible for, nor participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other

plan or program provided by the City to its employees.

#### **4. Reporting to the City.**

The Chamber President shall review and monitor the progress made by the Chamber on all aspects of the Services to be provided to the City, including specific contacts made with prospects, as well as with existing businesses and industries, and shall report the same no less than weekly to the City Manager in a confidential written report. The City Manager may provide all or any part of this report to the City Commission. The Chamber President shall also participate in any meetings of the City Commission and/or City Staff that the City Manager deems necessary or expedient to promote the economic development activities of the City through this Agreement, and the City shall provide whenever practicable at least 48 hours' prior notice of any meeting or event requiring the attendance and participation of the Chamber. The Chamber President shall provide a report on the services provided by the Chamber under this Agreement to the City at least quarterly during regularly scheduled meetings of the governing body. The Scope of Work to be performed by the Chamber under this Agreement may be reviewed and amended by the City during each quarterly report.

#### **5. Term and Termination.**

The term of this agreement shall be effective on April 1, 2024, and terminate on March 31, 2025, unless terminated earlier in accordance with this Agreement. If the City and the Chamber wish to extend the term of this Agreement, then they may do so by a written extension signed by representatives of both parties, and the same may be extended from year to year thereafter through March 31 of each year by a similar written extension.

Notwithstanding anything to the contrary in Section 5, the independent contractor relationship under this Agreement may be terminated by either party without cause upon three (3) months' prior written notice. The relationship under this Agreement may also be terminated upon thirty (30) days advance written notice if, the current Chamber President leaves the employ of the Chamber, or in the City's sole determination:

- (1) The Chamber has refused, failed, or is unable to render consulting services under this Agreement;
- (2) The Chamber has breached any of its other obligations under this Agreement; or
- (3) The Chamber has engaged or is engaging in conduct that in the City's sole determination is detrimental to the City.

If the independent contractor relationship is terminated for any of the reasons set forth in the preceding paragraph, the right of the Chamber to compensation set forth in Section 3 of this Agreement shall cease on the date of such termination, and the City shall have no further obligation to the Chamber under any of the provisions of this Agreement.



## 6. Confidential Information

(a) As used in this Agreement, the following words, terms, and phrases shall have the meanings set forth below:

(1) "Confidential Information" shall mean and include any and all information (as defined in this Agreement) of the following types, which may be provided by the City or a business or industrial prospect or existing Pittsburg business or industry to the Chamber as a part of its recruitment and development activities pursuant to this Agreement, to-wit: (a) business or financial information, financial statements, projections, business plans, or strategic or marketing plans, market studies, or analyses of prospects or existing businesses or corporations; (b) cost and expense information, pricing and discount information, gross or net profit margins, or analyses; (c) technical data, specifications, computer software (including both source code and object code or "executable" software), databases, and database designs; (d) processes, transactions, and transaction procedures; (e) production data, shop drawings, engineering studies or reports, feasibility studies or manufacturing studies, product specifications, identity of suppliers or terms of supply agreements or arrangements, production procedures, trade secrets, or secret or proprietary processes and formulae; (f) marketing and customer data (including, but not limited to, identity or demographic analyses of customers), focus group reports, "shopping" reports, and marketing or advertising studies; (g) terms, conditions, provisions, or obligations of any contracts or agreements to which a prospect is a party or to which any of its assets are subject, or the identity of any Person who is a party to any contract or agreement with a prospect; (h) site selections or review reports, site selection criteria, demographic analyses of or regarding any locations of prospects, the terms of any lease for any such retail outlet, or any summary thereof; (i) the identity of any employee of any prospect, and the compensation, benefits, or terms of employment of any such employee; and (j) such other information of or regarding a prospect that it actually maintains as confidential or proprietary; provided, however, that such information shall be deemed confidential only to the extent that it (1) has not been previously disclosed to the public, or (2) is not ascertainable from public or published information or trade sources, or (3) is not subsequently publicly disclosed (other than by a violation of this Agreement). Any Information that is marked or otherwise identified as "Confidential Information" at the time of Disclosure shall be presumed to be Confidential Information for the purposes of this Agreement.

(2) "Information" shall mean and include any data or information disclosed in the form of (a) any written information, reports, documents, books, notebooks, memoranda, charts, or graphs; (b) computer tapes, disks, CD-ROM, files, or other mechanical or electronic media; (c) oral statements, representations, or presentations; (d) audio, visual, or audio-visual materials or presentations, including audiotapes, videocassettes, laser discs, or CDs; and (e) any other documentary, written, magnetic, or other permanent or semi-permanent form.

(3) "Disclose" or "Disclosure" shall mean and include any delivery, transmittal, presentation, or representation of Information, by any Person to any other Person.

(4) "Person" shall mean and include any individual or natural person, corporation, trust, proprietorship, partnership, limited partnership, joint venture, limited liability company, limited liability partnership, or any other entity.

(b) The Chamber President agrees that confidential information regarding prospects seeking assistance through the City's Sales Tax Revolving Loan Fund (RLF) shall not be provided to nor shared with the Chamber Board of Directors unless such person is a current member of the City's Economic Development Advisory Committee. Further, the Chamber acknowledges and understands that all decisions in regard to the expenditure of RLF funds remains the sole and exclusive decision of the City's governing body.

(c) The Chamber, its employees, officers, directors, and assigns, agree to retain and maintain in strict confidence, and to require its agents, employees, independent contractors, and advisors to retain in confidence, any and all Confidential Information of any and all prospects which it may come into contact with. The Chamber agrees that, without the prior express written consent of the City or any of its business or industrial prospects, the Chamber shall not, either directly or indirectly, individually or in concert with others: (1) Disclose any such Confidential Information to any other Person; (2) use any such Confidential Information for the benefit of any Person other than the City; or (3) permit any Confidential Information to be Disclosed to or used by any Person other than the City.

(d) The Chamber expressly agrees and acknowledges that its obligations pursuant to this Section 6 shall continue, notwithstanding the expiration of this Agreement, the completion of the services, and/or any termination of this Agreement by either the City or the Chamber, so long as the Chamber, or any agent, employee, independent contractor, or advisor of the Chamber, has any knowledge, possession, or control of, or access to, any Confidential Information. Upon the completion of the services, or any other termination or expiration of this Agreement, for any reason, the Chamber shall, if required to do so by the City, promptly return to the City (without retaining copies, in any medium) any and all Confidential Information in the possession or control of the Chamber.

(e) Each Party shall exercise the highest degree of care in safeguarding the other Party's Confidential Information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such confidentiality; provided, however, any issue that may be subject to the Kansas Open Records Act (K.S.A. 45-215 through 45-223) is addressed. Therefore, in the event City or Chamber believe that any writing or communication received pursuant to this Agreement is subject to said Act's disclosure requirement, then the Parties, with the advice of the City Attorney, will by mutual agreement, make any appropriate disclosures and/or take any other necessary action.



**7. Assignment and Successors**

The Chamber may not assign any of its rights or duties under this Agreement without the prior written consent of the City, which shall be at its sole discretion. The parties agree that this Agreement shall be binding upon the successors of each party and shall insure to the benefit of, and be enforceable by, such successors, and any officers or directors thereof.

**8. Governing Law**

The parties agree that this Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

**9. Notices**

Any notices to be given under this Agreement shall be in writing, sent by registered or certified mail, postage prepaid, return receipt requested, or by telegram or facsimile followed by a confirmation letter sent as provided above, addressed to such party as follows:

(a) Notices to the City:

City Manager  
City of Pittsburg, Kansas  
201 W. 4<sup>th</sup> Street  
P. O. Box 688  
Pittsburg, KS 66762

(b) Notices to the Chamber:

President  
Pittsburg Area Chamber of Commerce  
117 W. 4<sup>th</sup> Street  
P. O. Box 1115  
Pittsburg, KS 66762

Notices sent in accordance with this Section shall be deemed effective on the date of dispatch. Any changes in the information set forth in this Section shall be upon notice to the other party delivered in the manner set forth above.

**10. Entire Agreement**

This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements and negotiations, whether oral or written. There are no other agreements between the parties, except as set forth in this Agreement. No supplement, modification, waiver, or termination of this Agreement shall be binding unless in writing and executed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at Pittsburg, Kansas this 14th day of May, 2024.

**CITY OF PITTSBURG, KANSAS:**

By: \_\_\_\_\_  
Stu Hite, Mayor

**PITTSBURG AREA CHAMBER**

By: \_\_\_\_\_  
Chairwoman of the Board, Lindsay Smith



# Exhibit A

## SCOPE OF WORK

### Business Retention and Expansion

The duties include the establishment of tracking and reporting processes and systems required to adequately document and inform the City and any State or federal agencies regarding the status of any and all activities undertaken on behalf of the City regarding economic development. The City Manager will be provided weekly reports regarding economic development activities. The responsibilities and activities listed herein will be amended as the agreement is renewed periodically.

#### **A. Core Responsibilities**

Provide for economic development activities for business retention and expansion as assigned by the City Manager. This includes providing support to the Economic Development Advisory Committee by setting the agenda, preparing minutes, acting as the liaison between the applicants and the Board, and presenting information to the Board as needed.

- a. Monitor forgivable loans to ensure appropriate investment/employment thresholds are being met.
- b. Ensure new and existing property tax abatements are properly considered and renewed each year.

#### **B. Retaining Businesses**

- a. Implement a formal Business Retention & Expansion (BRE) program. BRE program will consist of arranging on-site meetings with local employers each month. Meetings will take place across the range of sectors, with a primary focus on the manufacturing sector. Information reported will include:

- i. How is the business doing?
- ii. Future plans, concerns, opportunities, requests?
- iii. Local issues affecting your business?

This communication with existing businesses will help address any potential issues early while also identifying potential growth opportunities. Minimum goal is 36 in-person visits each year.

- b. Nominate at least one Pittsburg business for the “Red Tire” program, coordinated by the KU College of Business, which seeks to match graduates of Regents Institutions looking for opportunity with retiring business owners.

**C. Expansion of Businesses**

- a. Through BRE program, media coverage, and referrals, work with the PSU University Strategic Initiatives, local banks, etc., to proactively assist businesses with growth opportunities and work those to completion of their expansion. The scope of services required will vary by project, but could include gap financing, assistance in finding a location, building improvements, property tax exemptions, help navigating the city permitting process and securing state incentives.
- b. Promote industry clusters by conducting regular meetings of businesses with complementary models and markets to establish local supplier and support networks. Clusters will include (but are not limited to) advanced manufacturing, creative and technical services, health care, food sourcing, processing and packaging, and destination retail and entertainment.

**D. Workforce Development**

- a. Coordinate with Pittsburg High School (“PHS”) education.
  - i. Support work force development efforts for existing employers through PHS and the Southeast Kansas Career and Technical Education Center of Crawford County, LLC.
  - ii. Expand child care options in Pittsburg.
  - iii. Implement a community ‘onboarding’ process that provides support and encouragement to people relocating or considering relocating to Pittsburg.
- b. Redevelopment.
  - i. Actively contact owners of blighted buildings to offer assistance in restoring or finding new owners. Where appropriate, work with property owners to utilize RLF funds to rehabilitate dilapidated buildings. Goal would be contacting three of these owners monthly.
  - ii. Develop and maintain an inventory of available commercial space (both land and buildings) and actively work with PSU University Strategic Initiatives to find appropriate locations for prospective businesses. This would include actively promoting sites to businesses in target industries and retail.

- c. Downtown Growth and Reinvestment.
  - i. As vacant buildings become available, coordinate with the City Department of Housing and Community Development to support property owners in finding new tenants. This will be done by adding properties to the appropriate website and providing information to local realtors.

**E. Report Weekly to the City Manager on Progress**

## BUSINESS DEVELOPMENT AND INNOVATION SERVICES AGREEMENT

This Business Development and Innovation Services Agreement ("Agreement") between the Pittsburg State University ("PSU"), and the City of Pittsburg, Kansas, a Kansas municipal corporation ("City"), is effective April 1, 2024.

WHEREAS, the City and PSU are committed to the continued growth of the Pittsburg economy; and,

WHEREAS, PSU desires to provide additional support to the City to effectively help create and attract new businesses, industries and manufacturing concerns to the City, as well as more effectively promote the expansion and growth of existing businesses and industries already located in the City; and,

WHEREAS, PSU has a professional staff capable of providing services outlined in attached scope of work, and

WHEREAS, the City desires to utilize the services of PSU and PSU desires to provide the City with assistance and services supporting economic development;

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

### 1. Retention and Description of Services

- a. As of the effective date of this Agreement, the City agrees to retain the services of PSU, and PSU agrees to perform and complete the services related to creating and attracting industries and businesses to the City, and to promoting and assisting in the growth and expansion of existing businesses and industries, as generally described in the Scope of Work, attached as Exhibit A and incorporated herein by reference. The Scope of Work shall include services relating to the attraction and recruitment of businesses and industries of all types to locate and/or grow within the geographic boundaries of the City, as well as promoting and developing ongoing and substantial contacts with existing businesses located within the City.
- b. The City reserves the right to direct revision of the Scope of Work at the City's discretion, to the extent that such revisions are consistent with the intent of this Agreement and are agreeable with PSU.
- c. The term "Services" when used in this Agreement shall mean all services set forth in the Scope of Work.

### 2. PSU as Independent Contractor

The City shall retain PSU as an independent contractor, and PSU hereby accepts such independent contractor relationship, upon the terms and conditions set forth in this Agreement. The City shall provide such financial, legal and other administrative services as may be necessary to carry out the terms of this Agreement.

### 3. Compensation; Expenses

#### 3.1 Fees

In full satisfaction for any and all services rendered by PSU for the City under this Agreement, as specified in Exhibit A, the City will pay PSU the total sum of Fifty Thousand and no/100 (\$50,000.00) Dollars annually.

#### 3.2 Expenses

Out of the fees specified in Section 3.1, PSU will pay any and all operating expenses and overhead costs for the Services it agrees to provide to the City, including payroll, withholding taxes, health insurance, and any and all other benefits it normally provides to its employees, in addition to regular operating expenses. The City shall pay for the development and production costs relating to marketing brochures and materials, website and internet designs exclusively related to economic development, and any other advertising materials that the City and PSU shall agree are necessary for PSU to fulfill the terms of this Agreement. The City will not pay for travel expenses unless such expenses are pre-approved in writing by the City Manager.

#### 3.3 Withholding; Benefits

All fees payable to PSU under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, or income taxes, nor shall the City be obligated to pay any of PSU's employees' taxes. PSU hereby agrees that it shall be solely responsible for all taxes, withholding, FICA, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding. In addition, PSU, its employees or assigns, shall not be eligible for, nor participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

### 4. Term; Extension and Termination.

#### 4.1 Tenn; Extension

The term of this agreement shall begin on April 1, 2024, and terminate on March 31, 2025, unless terminated earlier in accordance with this Agreement. If the City and PSU wish to extend the term of this Agreement, then they may do so by a written extension signed by representatives of both parties, and the same may be extended from year to year thereafter by a written extension.

#### 4.2 Termination

Notwithstanding anything to the contrary in Section 4.1, this Agreement may be terminated by either party without cause upon six (6) months' prior written notice. The relationship under this Agreement may also be terminated upon thirty (30) days advance written notice if, or in the City's sole determination:

- (1) PSU has refused, failed, or is unable to render the Services under this Agreement;
- (2) PSU has breached any of its other obligations under this Agreement; or
- (3) PSU has engaged or is engaging in conduct that in the City's sole determination is detrimental to the City.

If the Agreement is terminated for any of the reasons set forth in the preceding paragraph, the right of PSU to compensation set forth in Section 3 of this Agreement shall cease on the date of such termination, and the City shall have no further obligation to PSU under any of the provisions of this Agreement.

## 5. Confidential Information

(a) As used in this Agreement, the following words, terms, and phrases shall have the meanings set forth below:

(1) "Confidential Information" shall mean and include any and all information of the following types, which may be provided by the City or a business or industrial prospect or existing Pittsburg business or industry to PSU as a part of its recruitment and development activities pursuant to this Agreement, to-wit: (a) business or financial information, financial statements, projections, business plans, or strategic or marketing plans, market studies, or analyses of prospects or existing businesses or corporations; (b) cost and expense information, pricing and discount information, gross or net profit margins, or analyses; (c) technical data, specifications, computer software (including both source code and object code or "executable" software), databases, and database designs; (d) processes, transactions, and transaction procedures; (e) production data, shop drawings, engineering studies or reports, feasibility studies or manufacturing studies, product specifications, identity of suppliers or terms of supply agreements or arrangements, production procedures, trade secrets, or secret or proprietary processes and formulae; (f) marketing and customer data (including, but not limited to, identity or demographic analyses of customers), focus group reports, "shopping" reports, and marketing or advertising studies; (g) terms, conditions, provisions, or obligations of any contracts or agreements to which a prospect is a party or to which any of its assets are subject, or the identity of any Person who is a party to any contract or agreement with a prospect; (h) site selections or review reports, site selection criteria, demographic analyses of or regarding any locations of prospects, the terms of any lease for any such retail outlet, or any summary thereof; (i) the identity of any employee of any prospect, and the compensation, benefits, or terms of employment of any such employee; and (j) such other information of or regarding a prospect that it actually maintains as confidential or proprietary; provided, however, that such information shall be deemed confidential only to the extent that it (1) has not been previously disclosed to the public, or (2) is not ascertainable from public or published information or trade sources, or (3) is not subsequently publicly disclosed (other than by a violation of this Agreement). Any Information that is marked or otherwise identified as "Confidential Information" at the time of Disclosure shall be presumed to be Confidential Information for the purposes of this Agreement.

(2) "Information" shall mean and include any data or information disclosed in the form of (a) any written information, reports, documents, books, notebooks, memoranda, charts, or graphs; (b) computer tapes, disks, CD-ROM, files, or other mechanical or electronic media; (c) oral statements, representations, or presentations; (d) audio, visual, or audio-visual materials or presentations, including audiotapes, videocassettes, laser discs, or CDs; and (e) any other documentary, written, magnetic, or other permanent or semi-permanent form.

(3) "Disclose" or "Disclosure" shall mean and include any delivery, transmittal, presentation, or representation of Information, by any Person to any other Person.



(4) "Person" shall mean and include any individual or natural person, corporation, trust, proprietorship, partnership, limited partnership, joint venture, limited liability company, limited liability partnership, or any other entity.

(b) PSU, its employees, officers, directors, and assigns, agree to retain and maintain in strict confidence, and to require its agents, employees, independent contractors, and advisors to retain in confidence, any and all Confidential Information of any and all prospects which it may come into contact with. PSU agrees that, without the prior express written consent of the City or any of its business or industrial prospects, PSU shall not, either directly or indirectly, individually or in concert with others: (1) Disclose any such Confidential Information to any other Person; (2) use any such Confidential Information for the benefit of any Person other than the City; or (3) permit any Confidential Information to be Disclosed to or used by any Person other than the City.

(c) PSU expressly agrees and acknowledges that its obligations pursuant to this Section 5 shall continue, notwithstanding the expiration of this Agreement, the completion of the services, and/or any termination of this Agreement by either the City or PSU, so long as PSU, or any agent, employee, independent contractor, or advisor of PSU, has any knowledge, possession, or control of, or access to, any Confidential Information. Upon the completion of the services, or any other termination or expiration of this Agreement, for any reason, PSU shall, if required to do so by the City, promptly return to the City (without retaining copies, in any medium) any and all Confidential Information in the possession or control of PSU.

## 6. Assignment and Successors

PSU may not assign any of its rights or duties under this Agreement without the prior written consent of the City, which consent shall be at the City's sole discretion.

## 7. Governing Law

The parties agree that this Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

## 8. Notices

Any notices to be given under this Agreement shall be in writing, hand-delivered or sent first class mail, postage prepaid, addressed to such party as follows:

(a) Notices to the City:

City Manager  
City of Pittsburg, Kansas  
201 W. 4<sup>th</sup> Street  
P. O. Box 688  
Pittsburg, KS 66762

(b) Notices to PSU:

President  
Pittsburg State University  
1701 S. Broadway  
Pittsburg, KS 66762

Notices sent in accordance with this Section shall be deemed effective upon receipt if hand-delivered or three days after mailing. Any changes in the information set forth in this Section shall be upon notice to the other party delivered in the manner set forth above.



9. Entire Agreement

This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements and negotiations, whether oral or written. There are no other agreements between the parties, except as set forth in this Agreement. No supplement, modification, waiver, or termination of this Agreement shall be binding unless in writing and executed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at Pittsburg, Kansas this 14th day of May, 2024.

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City of Pittsburg, KS

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Pittsburg State University

## EXHIBIT A SCOPE OF WORK

The duties include the establishment of tracking and reporting processes and systems required to adequately document and inform the City and any State or federal agencies regarding the status of any and all activities undertaken on behalf of the City regarding economic development. The City Manager will be provided weekly reports regarding economic development activities. The responsibilities and activities listed herein will be amended as the agreement is renewed periodically.

### Core Responsibilities

Coordinate with the Chamber of Commerce on a weekly report of activities to the City Manager.

### Business Attraction

- a. Work with PSU Alumni and Constituent Relations to help attract alumni to relocate back to Pittsburg.
  - Target specific industries to complement cluster industries.
  - Leverage plentiful of city resources, i.e. water, power, logistics.
- b. Serve on the board and provide support executive and administrative staff for the Pittsburg Community Development Corporation, PointForward.
  - Target areas of concentration: Childcare, Housing, multi-use sports facility.
- c. Participate in economic development and site selection conferences/trade shows.
  - Build networks within specific target industries and niches at conferences and trade shows.
  - Participate and lead for the “Love Kansas” campaign through the Department of Commerce
  - Team Kansas membership participation
  - Share costs for other memberships/software programs that benefit the City of Pittsburg, The Pittsburg Area Chamber of Commerce and Pittsburg State University. i.e. JobsEQ, Placer.ai, instrumental
- d. Pittsburg government relations advocacy at state and federal level for business attraction and entrepreneurial small business growth.
- e. Be the liaison and support for the Gorilla Rising Project. Help promote and expand opportunities to business properties tied to Pittsburg State University.

### Small Business Support

- a. Talk with local businesses to understand local skills gaps, small business needs, opportunities and challenges.
- b. Explore online platforms for skills-based training and promote to employers.
- c. Continued small business consulting and programming.

- Provide counseling and training to small businesses including working with SBA to develop and provide informational tools to support business start-ups and existing business expansion.
- Provide businesses with grant search assistance and guidance when applying for grants.
- Make introductions and connections with business and the university where collaborations are a fit.

#### Entrepreneurship, Innovation, Research and Development

- a. Support startups, new launches, and business expansions.
- b. Promote, develop, and support entrepreneur funding opportunities.
  - Aid businesses in bank loan preparation.
  - Creation of Community Investment/Opportunity Zone Organization.
- c. Provide support for K-12 students as it relates to the recently passed Senate Bill 482- The Blueprint of Reading.
- d. Hire an Entrepreneur Coordinator that will support the missions of Pittsburg, the Kelce College of Business (KCOB), the Business and Economic Research Center (BERC), and the Division of Economic Development and Community Engagement (EDCE) by producing, managing, delivering, and assessing instructional and outreach programs focused on developing and enhancing entrepreneurial knowledge and skills.
- e. Work with the ESL (English Second Language) community to help bridge communication gaps for employers.
- f. Development of technology transfer program at Pittsburg State University
  - Investigate best practices for expanding commercialization activity and help build incentives and opportunities to occupy and expand Research Park.
  - Continue working with State/Federal agency and private donors to secure funding for the design and construction of a prove-out facility in the Research Park.
  - Continue working with the KBI for their Research Park expansion
    - Provide advocacy support for Funding - \$40M for building and \$15-18M for equipment.



## Memorandum

**TO:** Daron Hall, City Manager

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

**DATE:** May 6, 2024

**SUBJECT:** May 14, 2024 Agenda Item  
Community Health Center of Southeast Kansas expansion

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The Community Health Center of Southeast Kansas (CHC/SEK), headquartered in Pittsburg, has proposed a significant renovation and expansion of their facility at 924 N. Broadway. The project is valued at \$920,000 and will convert the former dental clinic into a walk-in facility to serve the growing number of downtown residents and visitors.

In a presentation provided to the Economic Development Advisory Committee (EDAC) on May 1, 2024, CHC/SEK officials stated the building would include seven exam rooms and a specialty pharmacy, along with lab and X-ray services. Specialty pharmacies are typically located in larger communities and deal with medications that treat complex conditions, have extensive monitoring parameters and tend to be very expensive. Local patients who need such medications often need to travel or use mail order to refill prescriptions.

The newly renovated CHC/SEK facility will be open seven days a week.

CHC/SEK officials requested an incentive package to help with the project. Following the CHC/SEK presentation on May 1, 2024, EDAC members recommended reimbursing CHC/SEK an amount equal to 10% of the total project value, with the City's portion not to exceed \$92,000.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 14, 2024. Action being requested is the approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.

## New Application for RLF Submitted

City of Pittsburg <website.internal@pittks.org>

Tue 4/23/2024 6:00 PM

To:Blake Benson <bbenson@pittsburgareachamber.com>

### General Information

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#### 1. Name of Applicant Firm

Community Health Center of Southeast Kansas

#### 2. Date of Request

05/01/2024

### Contact Information

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#### 3. Firm Address

3011 N. Michigan  
Pittsburg, Kansas 66762  
United States  
[Map It](#)

#### Firm Phone Number

(620) 231-9873

#### Email Address

[jwesco@chcsek.org](mailto:jwesco@chcsek.org)

#### 4. Names, addresses and email addresses of the principal officers, directors and members of the applicant

Jake Letner, Board Chair: [jletner@columbusks.gov](mailto:jletner@columbusks.gov)

Krista Postai, CEO: [kpostai@chcsek.org](mailto:kpostai@chcsek.org)

Jason Wesco, President: [jwesco@chcsek.org](mailto:jwesco@chcsek.org)

Linda Bean, MD, Chief Clinical Officer: [lbean@chcsek.org](mailto:lbean@chcsek.org)

Daniel Creitz, Chief Compliance Officer: [dcreitz@chcsek.org](mailto:dcreitz@chcsek.org)

Pankaj Gugrani, MD, Chief Information Officer: [pgugrani@chcsek.org](mailto:pgugrani@chcsek.org)

Lori Rexwinkle, Chief Operations Officer: [lrexwinkle@chcsek.org](mailto:lrexwinkle@chcsek.org)

Ross Turney, Chief Financial Officer: [rturney@chcsek.org](mailto:rturney@chcsek.org)

#### 5. Name, address, phone number and email address for applicant's attorney

Daniel Creitz, Senior Vice-President, Chief Compliance Officer  
3011 N. Michigan  
Pittsburg, KS 66762  
(620) 240-5015  
[dcreitz@chcsek.org](mailto:dcreitz@chcsek.org)

### Project Details

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#### 6. Estimated total project value (provide detailed breakdown of expected costs)

\$920,000

Remodel & Facade: \$560,000

Parking Lot: \$185,000

Equipment/Furnishings: \$100,000

Curb/Sidewalk/Alley: \$75,000

#### 7. Amount being requested (should not exceed 10% of the total project cost)

\$92,000

#### 8. Address of proposed project

924 N. Broadway  
Pittsburg, KS 66762  
[Map It](#)

#### 9. Estimated project completion date

08/01/2024

#### 10. Estimated job creation and expected average wage of jobs created

23 Full Time Equivalents

5 Nurse Practitioners

5 Medical Assistants

4 Pharmacists

3 Pharmacy Technicians

2.5 Nurses

2.5 Registration Staff

1 Pharmacy Clerk

Estimated total salaries of \$1,405,000 with an average salary of \$61,000 with generous benefits.

#### 11. Other sources of funding (secured vs. pending)

Health Resources and Services Administration: \$555,000 (Secured)  
CHC/SEK Organizational Reserves: \$168,000 (Secured)  
Kansas Dept. of Health and Environment: \$100,000 (Secured)

**12. Summary of project, including construction to occur, future use of property, unusual demands for water/wastewater service and police/fire protection, etc.**

Due to growing demand, and in support the development of downtown Pittsburg, CHC/SEK is transforming its clinic at 924 N. Broadway into its newest Walk-In Care and Apothecare Pharmacy. The location was, from 2005-2020, a dental clinic. In 2020, the space was transformed into a community vaccine clinic where thousands of individuals received COVID vaccines.

The new downtown Walk-In Care clinic, slated to open in August, will be open from 7 a.m. to 7 p.m., seven days a week. CHC/SEK will maintain seven day a week walk-in services at its flagship location at 3011 N. Michigan and will continue to see walk-ins six days a week its south location, The Rita J. Bicknell Family Health Center at 1011 Mt. Carmel Place. The clinic will feature seven exam rooms and will have two providers available to see patients during clinic hours. In addition to medical providers that will care for basic urgent needs, the clinic will have x-ray capabilities and basic laboratory services on-site. Patients requiring more complex imaging services or in need of ongoing primary care will be referred to other CHC/SEK locations as appropriate.

In addition to the Walk-In Care clinic, the location will also feature CHC/SEK's newest Apothecare Pharmacy which will open in October. The pharmacy, Apothecare Select, will have special accreditation as a specialty pharmacy. A specialty pharmacy provides medications used to treat rare or complex health problems. Many times, these meds aren't used by many people, so a local pharmacy wouldn't keep them in stock.

These medicines may also:

- \* Need special handling by the pharmacist and you (special storage or dosage instructions, for example)
- \* Get injected or infused into a vein through an IV
- \* Be given in a doctor's office or hospital instead of at home
- \* Require follow-up or other special care from a health care professional while you're taking them.
- \* You may also need special instructions on how to take them.

Apothecare Select will be one of a limited number of specialty pharmacies in Kansas and the only one in southeast Kansas. Additionally, Apothecare Select will serve as a central fill pharmacy in support CHC/SEK's seven other pharmacies (as other pharmacies in the system get busy, prescriptions may be "queued" to Apothecare Select and delivered to outlining pharmacies by courier) and will serve as a "traditional" pharmacy as well, filling prescriptions for CHC and non-CHC patients alike.

The project requires a complete "gut" of the building, renovation, equipment investment and significant sidewalk, curb, alley and parking lot work.

**13. Name, address, and phone numbers of general contractor, subcontractors, and architect/engineer.**

General Contractor: Sam Hayes, VP of Facilities  
3011 N. Michigan  
Pittsburg, KS 66762  
620-231-9873  
shayes@chcsek.org  
\* Sam can provide contact information for project subs

Architect: Team 6 Architecture, Stan Weaver  
8063 SE Strawberry Lane  
Galena, KS 66739  
417.622.4837  
stan@team6.us

**14. Describe the organizational structure of applicant (proprietorship, partnership, limited liability company, corporation, etc.). Note relationship to a parent company.**

CHC/SEK is a not-for-profit corporation.



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**Interoffice Memorandum**

**To:** Daron Hall, City Manager  
**CC:** Tammy Nagel, City Clerk; Dexter Neisler, Zoning Administrator; Kim Froman, Director of Housing & Community Development  
**From:** DeAnna Goering, Secretary, Planning Commission/Board of Zoning Appeals  
**Date:** April 24, 2024  
**Subject:** Agenda Item – May 14, 2024  
Conditional Use Permit – 703 E 8th

---

The Planning Commission/Board of Zoning Appeals, in its meeting of April 22, 2024, considered a request submitted by Neil Latrik for a conditional use at 703 E 8th to allow a church. After reviewing all evidence presented, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend to the Governing Body **approval** of the request based on the following criteria:

- A maximum of twenty-five (25) persons in attendance
- A maximum of eight (8) vehicles on premises

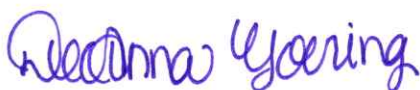
**Staff Recommendation:** Approve. This conditional use does not change or affect the character of the neighborhood.

In this regard, would you place this item on the agenda for the City Commission meeting scheduled for May 14, 2024.

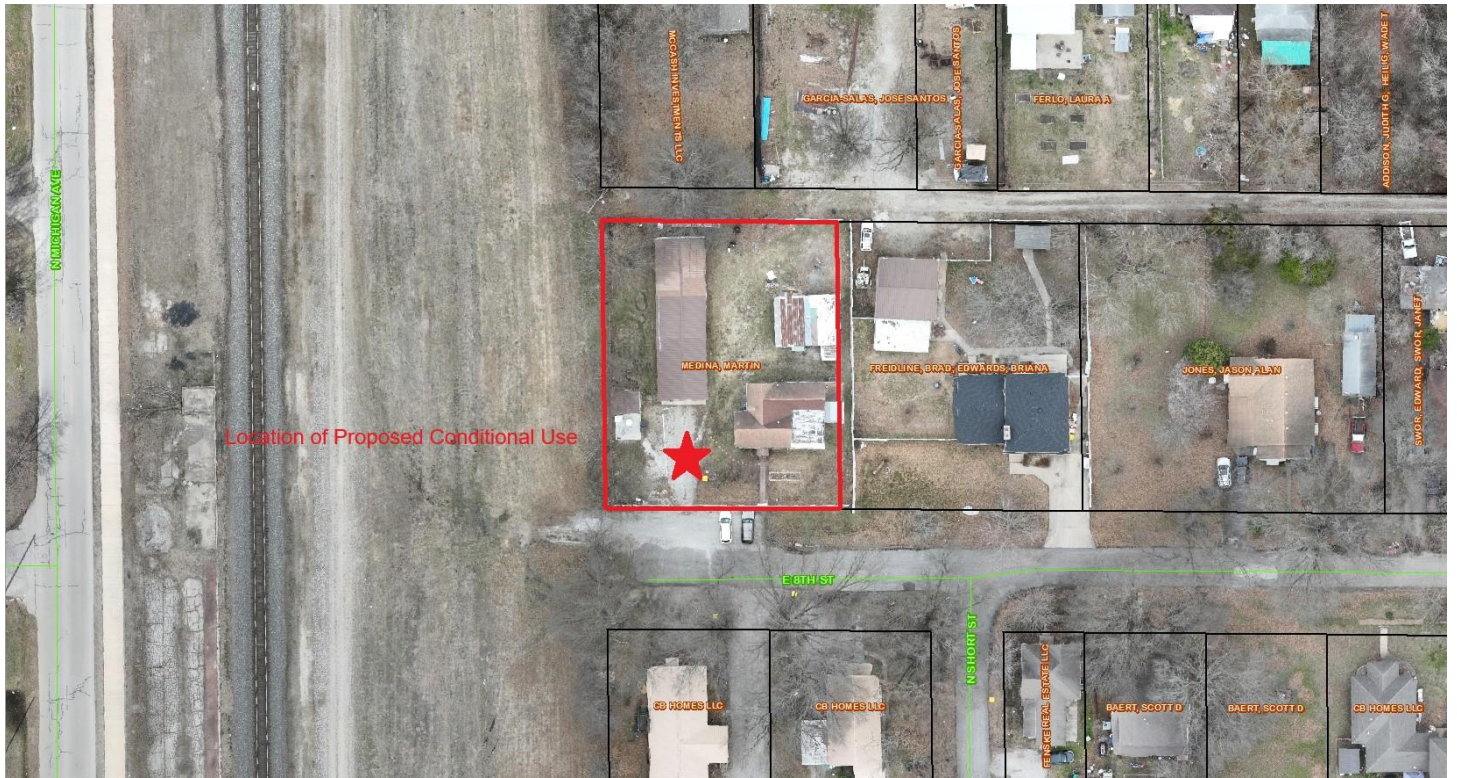
**Requested Action:** For the Governing Body to approve or disapprove the conditional use submitted by Neil Latrik.

If you have any questions regarding this matter, please feel free to contact me at 620-230-5551.

Sincerely,



DeAnna Goering  
Secretary, Planning Commission/Board of Zoning Appeals





**COMMUNITY DEVELOPMENT  
AND HOUSING**

201 West 4<sup>th</sup> Street  
Pittsburg KS 66762

(620) 230-5550  
www.pittks.org

## **INTEROFFICE MEMORANDUM**

To: Daron Hall, Tammy Nagel  
From: Kim Froman Community Development & Housing Director  
Date: May 7, 2024  
Subject: Resolution NO. 1277 Kansas Housing Investor Tax Credit Application – LRP LLC

The Kansas Housing Resources Corporation (KHRC) offers the Kansas Housing Investor Tax Credit (KHITC) to developers. The purpose of the KHITC is to bring housing investment dollars to communities that lack adequate housing. Development of suitable housing will complement economic development in areas that lack adequate housing resources and enable such communities to attract businesses, employees and new residents.

The developer LRP LLC is eligible to apply for the Kansas Housing Investor Tax Credits for the project at 102 S. Locust. This renovation project will add 21 units to the downtown district and contribute to the efforts to revitalize downtown Pittsburg. KHRC requires that the governing body adopt a resolution authorizing the preparation and submittal of an application for the Kansas Housing Investor Tax Credits.

Please place this resolution on the consider agenda for the May 14, 2024 Commission Meeting.

Contact me with any questions and thank you.

Kim Froman  
Director of Community Development and Housing



**RESOLUTION NUMBER 1277**

**A RESOLUTION AUTHORIZING THE PREPARATION AND SUBMITTAL OF AN APPLICATION TO THE KANSAS HOUSING RESOURCES CORPORATION (KHRC) FOR THE KANSAS HOUSING INVESTOR TAX CREDIT (KHITC) PROGRAM.**

**WHEREAS**, the Kansas Housing Investor Tax Credit (KHITC) Program authorizes Builders or Developers with projects located in Counties with a population of less than 75,000 to apply; and

**WHEREAS**, Crawford County has a population of less than 75,000 and, therefore, constitutes an eligible County as said term is defined by the KHITC program; and

**WHEREAS**, LRP LLC (the “Developer”), Developer of the 102 S. Locust St. LLC Aviary Project desires to apply for KHITC; therefore

**BE IT RESOLVED** by the Governing Body of the City of Pittsburg, Kansas (the “City”):

**SECTION 1.** The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.

**SECTION 2.** The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.

**SECTION 3.** The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to future economic growth and development in the City.

**SECTION 4.** The Governing Body hereby authorizes the preparation and submittal of an application for the KHITC to the Kansas Housing Resources Corporation for the 102 S. Locust St. LLC Aviary Project developed by LRP LLC.

**SECTION 5.** That this Resolution shall be in full force and effect from and after its adoption.

Adopted by the Governing Body of the City of Pittsburg, KS and signed by the Mayor on this 14<sup>th</sup> Day of May, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

---

City Clerk

(SEAL)



## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** May 3, 2024

**SUBJECT:** Agenda Item – May 14<sup>th</sup> 2024  
Engineering Services Contract for K-126 & Joplin Street Intersection  
CCLIP Project No 019-KA-7275-01

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Request for Qualifications for professional engineering and project management services for the K-126 & Joplin (4<sup>th</sup> and Joplin) Street Intersection project was received on April 12<sup>th</sup> 2024. The city received a total of 2 proposals from Engineering firms. The selection committee reviewed the proposals and met on Thursday, April 18<sup>th</sup>, 2024. After reviewing the proposals, based on a number of factors, staff are recommending that the contract for K-126 & Joplin Street Intersection Project be awarded to Earles Engineering & Inspection, INC.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 14<sup>th</sup>, 2024. The action being requested is to approve or disapprove staff's recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents when prepared.

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

**To:** Daron Hall, City Manager  
**From:** Jay Byers, Deputy City Manager  
**Date:** May 7, 2024  
**Subject:** Airport Taxiway FAA Grant Application and Design Contract

Improvements at Atkinson Airport, funded primarily through FAA grants, have been progressing well. Recently, project work has been completed for the large apron area immediately adjacent to the terminal building. The next step is to improve the taxiways surrounding the recently completed project, which have experienced a high degree of deterioration.

Please place on the agenda two items. The first item is an application for the FAA grant that will fund design of improvements to the taxiways. The overall design cost will be \$155,000 and the city's share will be \$15,500.

A separate item is the contract with our airport consultant, Olsson, for the design work. The contract with Olsson will only be valid if we receive the grant.



**Application for Federal Assistance SF-424**

|   |   |
|---|---|
| *1. Type of Submission:<br><input type="checkbox"/> Preapplication<br><input checked="" type="checkbox"/> Application<br><input type="checkbox"/> Changed/Corrected Application | *2. Type of Application    * If Revision, select appropriate letter(s):<br><input checked="" type="checkbox"/> New<br><input type="checkbox"/> Continuation            * Other (Specify)<br><input type="checkbox"/> Revision |
|---|---|

|                    |                                  |
|--------------------|----------------------------------|
| *3. Date Received: | 4. Applicant Identifier:<br>KPTS |
|--------------------|----------------------------------|

|   |                                |
|---|--------------------------------|
| 5a. Federal Entity Identifier:<br>3-20-0069-025 | *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):<br>48-6041003 | *c. UEI:<br>XNPHHQ8RAQH1 |
|--|--------------------------|

**d. Address:**

\*Street 1: 201 W. 4th Street

Street 2: \_\_\_\_\_

\*City: Pittsburg

County/Parish: \_\_\_\_\_

\*State: KS

\*Province: \_\_\_\_\_

\*Country: USA: United States

\*Zip / Postal Code 66762-4701

**e. Organizational Unit:**

|   |  |
|---|--|
| Department Name:<br>City of Pittsburg, Kansas | Division Name:<br>Atkinson Municipal Airport |
|---|--|

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

Prefix: \_\_\_\_\_ \*First Name: Jay

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

\*Last Name: Byers

Suffix: \_\_\_\_\_

Title: Assistant City Manager

Organizational Affiliation:

\*Telephone Number: (620) 230-5685                      Fax Number:

\*Email: jay.byers@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:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an 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:**

3-20-0069-025

\*Title:

AIG/BIL 025 - Reconstruct Partial Parallel TWY to 4/22, Reconstruct City TL, Rehab TXY w/ Sealcoat - Design Only

**13. Competition Identification Number:**

Title:

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

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

AIG/BIL 025 - Administration, Design, and Bidding for Reconstruct Partial Parallel Taxiway to 4/22, Reconstruct City Taxilane, Rehabilitate Taxiway w/ Sealcoat

Attach supporting documents as specified in agency instructions.

**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.

**17. Proposed Project:**

\*a. Start Date: 06/03/2024

\*b. End Date: 05/30/2025

**18. Estimated Funding (\$):**

|                    |       |            |
|--------------------|-------|------------|
| *a. Federal        | _____ | \$ 139,500 |
| *b. Applicant      | _____ | \$ 15,500  |
| *c. State          | _____ | \$ 0       |
| *d. Local          | _____ | \$ 0       |
| *e. Other          | _____ | \$ 0       |
| *f. Program Income | _____ | \$ 0       |
| *g. TOTAL          | _____ | \$ 155,000 |

**\*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?** Yes  No

If "Yes", explain:

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: Jay

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

\*Last Name: Byers

Suffix: \_\_\_\_\_

\*Title: Assistant City Manager

\*Telephone Number: (620) 230-5685

Fax Number:

\* Email: jay.byers@pittks.org

\*Signature of Authorized Representative:

134

\*Date Signed:

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

| <b>Part II - SECTION A</b>  |  |
|---|--|
| The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.  |  |
| <b>Item 1.</b><br>Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                              |
| <b>Item 2.</b><br>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?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| <b>Item 3.</b><br>Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A |
| <b>Item 4.</b><br>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).   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A |
| <b>Item 5.</b><br>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.<br><br><input type="checkbox"/> The project is included in an <i>approved</i> PFC application.<br>If included in an approved PFC application,<br>does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br><input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A |
| <b>Item 6.</b><br>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?<br><br>If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:<br><br><input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.<br><br><input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency)<br>on _____ (Date) (2 CFR part 200, appendix VII).          | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A |
| <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>  |  |

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**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 commerical/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" dated 5/23/2012.

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

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<sup>1</sup> 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**

| <b>SECTION A – GENERAL</b>       |        |
|----------------------------------|--------|
| 1. Assistance Listing Number:    | 20.106 |
| 2. Functional or Other Breakout: |        |

| <b>SECTION B – CALCULATION OF FEDERAL GRANT</b>                |  |  |                       |
|--|--|--|-----------------------|
| Cost Classification  | Latest Approved Amount<br>(Use only for revisions) | Adjustment + or (-) Amount<br>(Use only for revisions) | Total Amount Required |
| 1. Administration expense                                      |  |  | \$ 6,000              |
| 2. Preliminary expense   |  |  |                       |
| 3. Land, structures, right-of-way                              |  |  |                       |
| 4. Architectural engineering basic fees                        |  |  | 149,000               |
| 5. Other Architectural engineering fees                        |  |  |                       |
| 6. Project inspection fees                                     |  |  |                       |
| 7. Land development  |  |  |                       |
| 8. Relocation Expenses   |  |  |                       |
| 9. Relocation payments to Individuals and Businesses           |  |  |                       |
| 10. Demolition and removal                                     |  |  |                       |
| 11. Construction and project improvement                       |  |  |                       |
| 12. Equipment  |  |  |                       |
| 13. Miscellaneous  |  |  |                       |
| <b>14. Subtotal</b> (Lines 1 through 13)                       |  |  | <b>\$ 155,000</b>     |
| 15. Estimated Income (if applicable)                           |  |  |                       |
| 16. Net Project Amount (Line 14 minus 15)                      |  |  | 155,000               |
| 17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.) |  |  |                       |
| <b>18. Subtotal</b> (Lines 16 through 17)                      |  |  | <b>\$ 155,000</b>     |
| 19. Federal Share requested of Line 18                         |  |  | 139,500               |
| 20. Grantee share  |  |  | 15,500                |
| 21. Other shares   |  |  | 0                     |
| <b>22. TOTAL PROJECT</b> (Lines 19, 20 & 21)                   |  |  | <b>\$ 155,000</b>     |

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

| <b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b> |                  |
|---|------------------|
| <b>24. Grantee Share – Fund Categories</b>                        | <b>Amount</b>    |
| a. Securities   |                  |
| b. Mortgages  |                  |
| c. Appropriations (by Applicant)                                  | 15,500           |
| d. Bonds  |                  |
| e. Tax Levies   |                  |
| f. Non-Cash   |                  |
| g. Other (Explain):   |                  |
| h. <b>TOTAL - Grantee share</b>                                   | <b>\$ 15,500</b> |
| <b>25. Other Shares</b>   | <b>Amount</b>    |
| a. State  |                  |
| b. Other  |                  |
| c. <b>TOTAL - Other Shares</b>                                    |                  |
| <b>26. TOTAL NON-FEDERAL FINANCING</b>                            | <b>\$ 15,500</b> |

| <b>SECTION E – REMARKS</b><br>(Attach sheets if additional space is required)  |
|--|
| <p>Administration costs include Newspaper Advertisement, IFE, Legal Expenses, and Advertisement of DBE Goal.</p> <p>Construction phase services are not included. These will be added later via amendment and included in a future grant for construction costs.</p> |

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

**PROJECT:** 3-20-0069-025

**AIRPORT:** Atkinson Municipal Airport

**1. Objective:**

Reconstruct partial parallel taxiway to Runway 4/22 (from RWY 4 end to the east/west connector, including the turnaround). This will include the reconstruction of the Medium Intensity Taxiway Lighting (MITLs). Reconstruct taxilane and ramp to the City Hangar. Rehabilitate connector taxiway from RWY 35 to RWY 4/22 with crack repair and sealcoat.

**2. Benefits Anticipated:**

The existing pavement has reached the end of its useful life. The proposed project will replace the deteriorated pavement and markings.

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

Survey, Geotechnical Engineering, and Design Engineering services will be completed in 2024. Bids will be received in spring of 2025. Construction will be completed in Summer of 2025, pending a successful construction grant award. Construction will be completed in accordance with the plans and specifications.

**4. Geographic Location:**

Atkinson Municipal Airport, Pittsburg, Crawford County, Kansas

**5. If Applicable, Provide Additional Information:**

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

Jay Byers- City of Pittsburg (620) 230-5685  
201 W. 4th Street  
Pittsburg, KS 66762

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor: City of Pittsburg, Kansas

Airport: Atkinson Municipal Airport

Project Number: 3-20-0069-025

Description of Work: AIG/BIL 025 - Administration, Design, and Bidding for Reconstruct Partial Parallel Taxiway to 4/22, Reconstruct City Taxilane, Rehabilitate Taxiway w/ Sealcoat

### 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 (Order 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Jay Byers

Title of Sponsor's Authorized Official: Assistant City Manager

**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: 3-20-0069-025

Description of Work: AIG/BIL 025 - Administration, Design, and Bidding for Reconstruct Partial Parallel Taxiway to 4/22, Reconstruct City Taxilane, Rehabilitate Taxiway w/ Sealcoat

### 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            day of            ,            .

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Jay Byers

Title of Sponsor's Authorized Official: Assistant City Manager

**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: 3-20-0069-025

Description of Work: AIG/BIL 025 - Administration, Design, and Bidding for Reconstruct Partial Parallel Taxiway to 4/22, Reconstruct City Taxilane, Rehabilitate Taxiway w/ Sealcoat

### 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](http://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:
- Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(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
  - 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:
- Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - Publicly opened at a time and place prescribed in the invitation for bids; and
  - 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:
- Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - Plan for publicizing and soliciting an adequate number of qualified sources; and
  - 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 or 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            day of            ,            .

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Jay Byers

Title of Sponsor's Authorized Official: Assistant City Manager

**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: 3-20-0069-025

Description of Work: AIG/BIL 025 - Administration, Design, and Bidding for Reconstruct Partial Parallel Taxiway to 4/22, Reconstruct City Taxilane, Rehabilitate Taxiway w/ Sealcoat

#### 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/](http://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            day of            ,            .

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Jay Byers

Title of Sponsor's Authorized Official: Assistant City Manager

**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.



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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Pittsburg, Kansas

Airport: Atkinson Municipal Airport

Project Number: 3-20-0069-025

Description of Work: AIG/BIL 025 - Administration, Design, and Bidding for Reconstruct Partial Parallel Taxiway to 4/22, Reconstruct City Taxilane, Rehabilitate Taxiway w/ Sealcoat

#### 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            day of            ,            .

Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor’s Authorized Official: Jay Byers

Title of Sponsor’s Authorized Official: Assistant City Manager

**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.



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

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Sponsor: City of Pittsburg, Kansas

Airport: Atkinson Municipal Airport

Project Number: 3-20-0069-025

Description of Work: AIG/BIL 025 - Administration, Design, and Bidding for Reconstruct Partial Parallel Taxiway to 4/22, Reconstruct City Taxilane, Rehabilitate Taxiway w/ Sealcoat

### 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            day of            ,            .

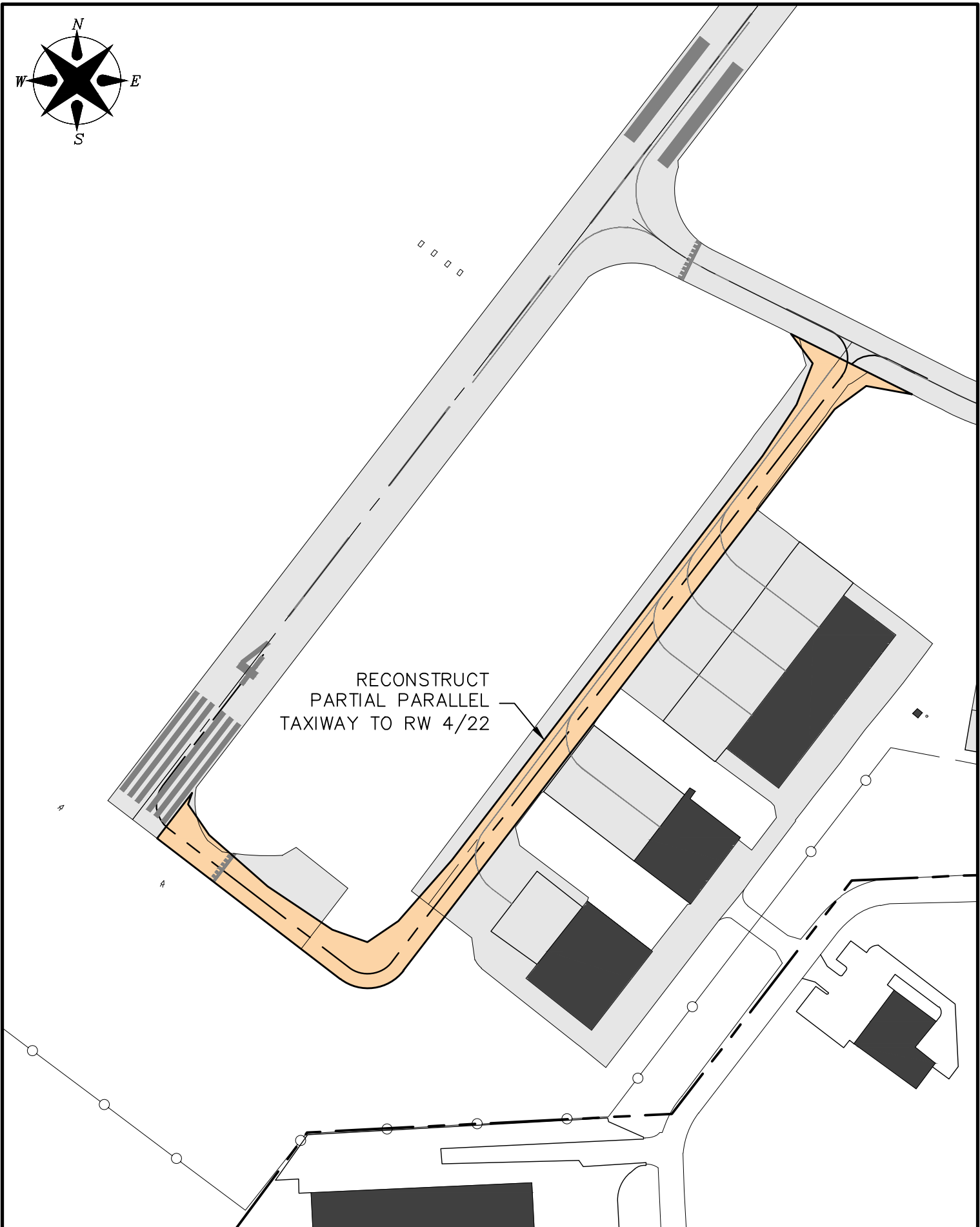
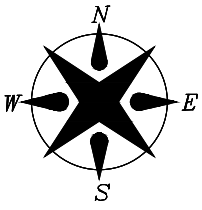
Name of Sponsor: City of Pittsburg, Kansas

Name of Sponsor's Authorized Official: Jay Byers

Title of Sponsor's Authorized Official: Assistant City Manager

**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.



RECONSTRUCT  
PARTIAL PARALLEL  
TAXIWAY TO RW 4/22

PROJECT NO: -  
DRAWN BY: JDB  
DATE: 01/2023

PROPOSED PROJECT  
ATKINSON MUNICIPAL  
AIRPORT 160



306 N. Broadway  
Suite 175  
Pittsburg, KS 66762  
TEL 620.670.5100

EXHIBIT  
1

## Cost Estimate

### Reconstruct Partial Parallel Taxiway to Runway 4/22

Atkinson Municipal Airport  
Pittsburg, Kansas

January 2023

| Item No. | Spec       | Description                                      | Unit | Quantity | Unit Price   | Total Amount |
|----------|------------|--|------|----------|--------------|--------------|
| 1        | C-100      | Contractor Quality Control Program (CQCP)        | LS   | 1        | \$30,000.00  | \$30,000.00  |
| 2        | C-102      | Temporary seeding                                | AC   | 5.0      | \$500.00     | \$2,500.00   |
| 3        | C-102      | Erosion Control Blanket                          | SY   | 1,200    | \$4.00       | \$4,800.00   |
| 4        | C-102      | Installation and Removal of Silt Fence           | LF   | 1,000    | \$5.00       | \$5,000.00   |
| 5        | C-102      | Wattle Barrier Installation and Removal          | LF   | 350      | \$8.00       | \$2,800.00   |
| 6        | C-105      | Mobilization                                     | LS   | 1        | \$100,000.00 | \$100,000.00 |
| 7        | P-101      | Asphalt Pavement Removal                         | SY   | 6,900    | \$8.00       | \$55,200.00  |
| 8        | P-152      | Unclassified Excavation                          | CY   | 4,500    | \$13.00      | \$58,500.00  |
| 9        | -          | Treated Subgrade                                 | SY   | 6,000    | \$12.00      | \$72,000.00  |
| 10       | P-209      | (6") Crushed Aggregate Base Course               | SY   | 5,730    | \$15.00      | \$85,950.00  |
| 11       | P-501      | (6") Concrete Pavement                           | SY   | 5,450    | \$70.00      | \$381,500.00 |
| 12       | P-620      | Permanent Pavement Marking w/o Reflective Media  | SF   | 1,898    | \$2.00       | \$3,796.00   |
| 13       | P-620      | Permanent Pavement Marking with Reflective Media | SF   | 952      | \$2.50       | \$2,380.00   |
| 14       | P-620      | Temporary Pavement Marking                       | SF   | 952      | \$4.00       | \$3,808.00   |
| 15       | D-701      | Reinforced Concrete Pipe (RCP) Removal           | LF   | 200      | \$20.00      | \$4,000.00   |
| 16       | D-701      | 24" Class IV Reinforced Concrete Pipe            | LF   | 200      | \$150.00     | \$30,000.00  |
| 17       | D-701      | 24" Class IV RCP Flared End Section              | EA   | 1        | \$1,500.00   | \$1,500.00   |
| 18       | D-705      | Edge Drain Riser                                 | EA   | 7        | \$1,500.00   | \$10,500.00  |
| 19       | D-705      | 4" Perforated Underdrain Pipe                    | LF   | 1,400    | \$35.00      | \$49,000.00  |
| 20       | D-705      | 4" Non-Perforated SCH 40 Underdrain Pipe         | LF   | 400      | \$35.00      | \$14,000.00  |
| 21       | D-705      | Edge Drain Outlet Structure                      | EA   | 5        | \$1,500.00   | \$7,500.00   |
| 22       | D-751      | Inlet  | EA   | 1        | \$8,000.00   | \$8,000.00   |
| 23       | L-108      | 1/c #8 5kV Type C Cable                          | LF   | 3,000    | \$4.00       | \$12,000.00  |
| 24       | L-108      | #6 AWG Solid Bare Copper Counterpoise Wire       | LF   | 2,500    | \$6.00       | \$15,000.00  |
| 25       | L-110      | 1-Way 2-Inch SCH 40 Conduit                      | LF   | 2,000    | \$11.00      | \$22,000.00  |
| 26       | L-110      | 1-Way 2-Inch SCH 80 Conduit                      | LF   | 550      | \$13.00      | \$7,150.00   |
| 27       | L-125      | Base-Mounted Light Removal                       | EA   | 38       | \$200.00     | \$7,600.00   |
| 28       | L-125      | Guidance Sign Removal                            | EA   | 3        | \$500.00     | \$1,500.00   |
| 29       | L-125      | L-861T(L) Base-Mounted Taxiway Light             | EA   | 30       | \$1,100.00   | \$33,000.00  |
| 30       | L-125      | Lighted Guidance Sign                            | EA   | 3        | \$4,000.00   | \$12,000.00  |
| 31       | T-901      | Seeding  | AC   | 5.0      | \$3,500.00   | \$17,500.00  |
| 32       | T-908      | Mulching   | AC   | 4.8      | \$3,000.00   | \$14,400.00  |
| 33       | Olsson 101 | Construction Layout and Stakes                   | LS   | 1        | \$30,000.00  | \$30,000.00  |
| 34       | Olsson 102 | Temporary Safety and Phasing Procedures          | LS   | 1        | \$15,000.00  | \$15,000.00  |

**Total Construction \$1,119,884.00**

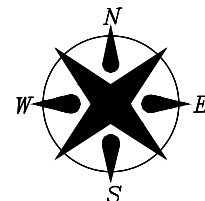
**Engineering and Administration \$279,971.00**

**Total (Rounded) \$1,400,000.00**

**Federal (90%) \$1,260,000.00**

**Local (10%) \$140,000.00**

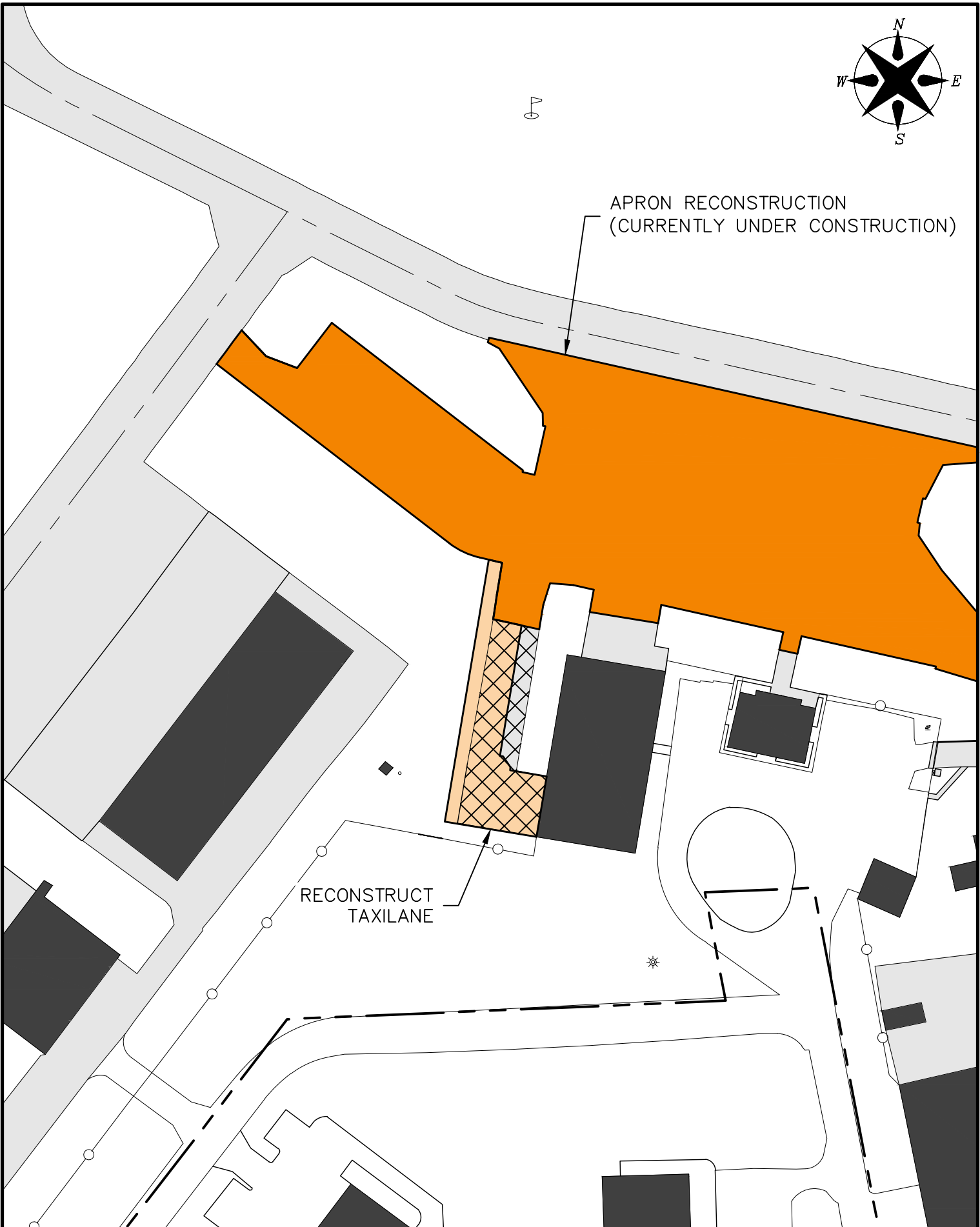




69

APRON RECONSTRUCTION  
(CURRENTLY UNDER CONSTRUCTION)

RECONSTRUCT  
TAXILANE



PROJECT NO: -  
DRAWN BY: JDB  
DATE: 01/2023

PROPOSED PROJECT  
ATKINSON MUNICIPAL  
AIRPORT 162

**olsson**  
306 N Broadway  
Suite 175  
Pittsburg, KS 66762  
TEL 620.670.5100

EXHIBIT  
1

## **Cost Estimate**

### **City Hangar Taxilane Reconstruction**

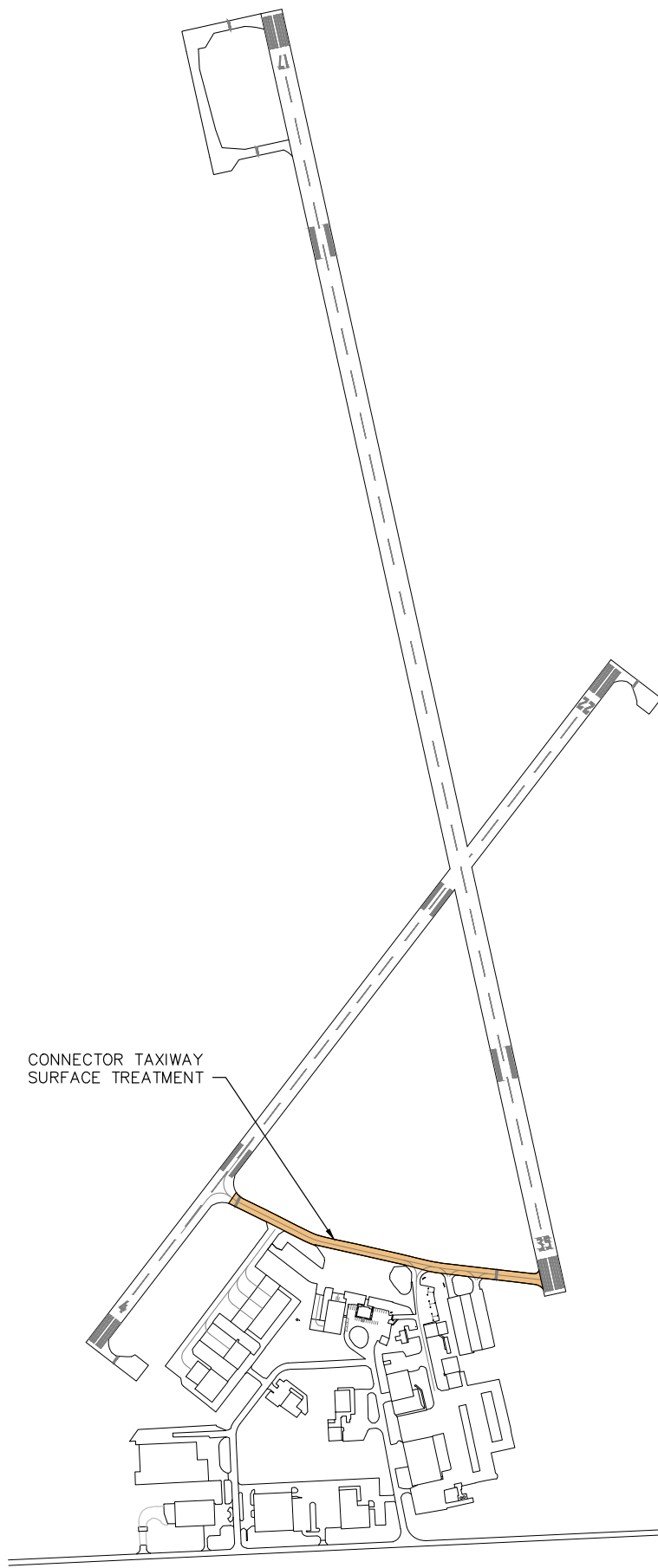
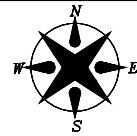
Atkinson Municipal Airport  
Pittsburg, Kansas

January 2023

| <b>Item No.</b> | <b>Spec</b> | <b>Description</b>                               | <b>Unit</b> | <b>Quantity</b> | <b>Unit Price</b> | <b>Total Amount</b> |
|-----------------|-------------|--|-------------|-----------------|-------------------|---------------------|
| 1               | C-100       | Contractor Quality Control Program (CQCP)        | LS          | 1               | \$25,000.00       | \$25,000.00         |
| 2               | C-102       | Temporary seeding                                | AC          | 1.0             | \$500.00          | \$500.00            |
| 3               | C-102       | Erosion Control Blanket                          | SY          | 380             | \$4.00            | \$1,520.00          |
| 4               | C-102       | Installation and Removal of Silt Fence           | LF          | 100             | \$5.00            | \$500.00            |
| 5               | C-105       | Mobilization                                     | LS          | 1               | \$15,000.00       | \$15,000.00         |
| 6               | P-101       | Asphalt Pavement Removal                         | SY          | 865             | \$8.00            | \$6,920.00          |
| 7               | P-152       | Unclassified Excavation                          | CY          | 600             | \$13.00           | \$7,800.00          |
| 8               | -           | Treated Subgrade                                 | SY          | 1,040           | \$12.00           | \$12,480.00         |
| 9               | P-209       | (6") Crushed Aggregate Base Course               | SY          | 990             | \$15.00           | \$14,850.00         |
| 10              | P-501       | (6") Concrete Pavement                           | SY          | 940             | \$80.00           | \$75,200.00         |
| 11              | P-620       | Permanent Pavement Marking w/o Reflective Media  | SF          | 300             | \$2.00            | \$600.00            |
| 12              | P-620       | Permanent Pavement Marking with Reflective Media | SF          | 150             | \$2.50            | \$375.00            |
| 13              | P-620       | Temporary Pavement Marking                       | SF          | 150             | \$4.00            | \$600.00            |
| 14              | T-901       | Seeding  | AC          | 1.0             | \$3,500.00        | \$3,500.00          |
| 15              | T-908       | Mulching   | AC          | 0.9             | \$3,000.00        | \$2,700.00          |
| 16              | Olsson 101  | Construction Layout and Stakes                   | LS          | 1               | \$10,000.00       | \$10,000.00         |
| 17              | Olsson 102  | Temporary Safety and Phasing Procedures          | LS          | 1               | \$5,000.00        | \$5,000.00          |

\*Assumes work is part of a larger project

|  |                           |
|--|---------------------------|
| <b>Total Construction</b>              | <b>\$182,545.00</b>       |
| <b>Engineering and Administration*</b> | <b><u>\$45,636.25</u></b> |
| <b>Total (Rounded)</b>                 | <b>\$230,000.00</b>       |
|  |                           |
| <b>Federal (90%)</b>                   | <b>\$207,000.00</b>       |
| <b>Local (10%)</b>                     | <b>\$23,000.00</b>        |



CONNECTOR TAXIWAY  
SURFACE TREATMENT

PROJECT NO: -  
DRAWN BY: DDH  
DATE: 01/2023

PROPOSED PROJECT  
ATKINSON MUNICIPAL AIRPORT



306 N. Broadway  
Suite 175  
Pittsburg, KS 66762  
TEL: 620.670.5100

EXHIBIT  
1

**ACIP Data Sheet Cost Estimate**  
**Connector Taxiway Surface Treatment**

Atkinson Municipal Airport  
Pittsburg, Kansas

January 2023

| Item No. | Spec       | Description  | Unit | Quantity | Unit Price  | Total Amount |
|----------|------------|--|------|----------|-------------|--------------|
| 1        | C-105      | Mobilization   | LS   | 1        | \$15,000.00 | \$15,000.00  |
| 2        | P-101      | Crack Repair Type 1                                    | LF   | 6,000    | \$5.00      | \$30,000.00  |
| 3        | P-101      | Crack Repair Type 2                                    | LF   | 500      | \$25.00     | \$12,500.00  |
| 4        | P-101      | Paint Removal  | SF   | 2,300    | \$1.25      | \$2,875.00   |
| 5        | P-620      | Permanent Pavement Marking with Reflective Media       | SF   | 2,300    | \$3.00      | \$6,900.00   |
| 6        | P-620      | Permanent Pavement Marking without Reflective Media    | SF   | 585      | \$3.50      | \$2,047.50   |
| 6        | P-620      | Temporary Pavement Marking                             | SF   | 2,300    | \$3.00      | \$6,900.00   |
| 7        | P-629      | Thermoplastic Coal Tar Emulsion (Micro-Surface Type B) | SY   | 7,900    | \$7.50      | \$59,250.00  |
| 8        | Olsson 101 | Temporary Safety and Phasing Procedures                | LS   | 1        | \$15,000.00 | \$15,000.00  |

|                                       |                           |
|---------------------------------------|---------------------------|
| <b>Total Construction</b>             | <b>\$150,472.50</b>       |
| <b>Engineering and Administration</b> | <b><u>\$90,283.50</u></b> |
| <b>Total (Rounded)</b>                | <b>\$240,000.00</b>       |
| <b>Federal (90%)</b>                  | <b>\$216,000.00</b>       |
| <b>Local (10%)</b>                    | <b>\$24,000.00</b>        |



# MEMO

- Overnight
- Regular Mail
- Hand Delivery
- Other: \_\_\_\_\_

|                   |   |
|-------------------|---|
| <b>To:</b>        | City of Pittsburg, Kansas<br>Attn: Mr. Jay Byers  |
| <b>From:</b>      | Brian Coomes, PE  |
| <b>RE:</b>        | Application of FAA Grant<br>Approval of Engineering Services Proposal<br><i>Reconstruction of Corporate Taxiway and City Taxilane &amp; Rehabilitation of Connector Taxiway</i><br>Atkinson Municipal Airport |
| <b>Date:</b>      | May 7, 2024   |
| <b>Project #:</b> | 023-07433   |
| <b>Phase:</b>     |   |
| <b>Task:</b>      |   |

Mr. Byers,

Olsson recommends adding the following 2 items for consideration on the May 14<sup>th</sup>, 2024 Regular City Commission Agenda. The items are associated with a planned improvement at the Atkinson Municipal Airport to Reconstruct the Partial Parallel Taxiway to Runway 4/22, Reconstruct the City Hangar Taxilane, and Rehabilitate the East-West Connector Taxiway. A copy of the CIP datasheet is attached.

**Item 1:**

Please add an item to authorize the City Staff to sign and apply for the FAA Grant for AIP Project Number 3-20-0069-025-2022 and furthermore authorize City Staff and the City Attorney to sign and accept the forthcoming FAA grant offer for aforementioned project. The grant will provide for \$139,500.00 of federal funds for the completion of the Design Engineering and Bidding services, along with various administrative costs associated with the Taxiway project. The grant covers 90% of the costs. The resulting 10% local share will be \$15,500.

**Item 2:**

Please add an item to consider approval of the proposed Consultant Agreement with Olsson, Inc. for Design and Bidding Phase services associated with the project, pending FAA concurrence and successful receipt of grant. The proposed total cost of the Design and Bidding Phase services is \$137,500.00.

Design will proceed throughout the 2024 calendar year, and the project is planned to bid in Spring 2025. At that point, the project will be funded with a separate FAA grant which is anticipated to cover 90% of the cost of construction and construction engineering services.

*Brian Coomes*



## CONSULTANT AGREEMENT

Airport Improvement Program (AIP) Project No. 3-20-0069-025  
Olsson Project No. 023-07433

### ATKINSON MUNICIPAL AIRPORT / PITTSBURG, KANSAS

#### PROJECT DESCRIPTION (the "Project")

- Reconstruct Partial Parallel Taxiway to Runway 4/22 (from RW 4 end to the east/west connector, including the turnaround)
  - Includes reconstruction of Medium Intensity Taxiway Lighting (MITLs)
- Reconstruct Taxiway and Ramp to the City Hangar
- Rehabilitate Connector Taxiway from RW 35 to RW 4/22 with Crack Repair & Sealcoat

THIS AGREEMENT is made and entered into by and between the consulting firm of Olsson, Inc. of Pittsburg, Kansas hereinafter called "Olsson" and the City of Pittsburg, Kansas, hereinafter called the "Sponsor" or "Client".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

#### SECTION 1: GENERAL

The Sponsor agrees to engage Olsson to provide the services described in Sections 2 through 5 (Olsson's "Scope of Services") for the Project.

Brian Coomes, P.E. will represent Olsson as Project Manager in the performance of this Agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for coordinating all activities necessary to complete the Project.

Olsson will provide equipment and personnel necessary to complete the Scope of Services, except as otherwise provided. Olsson shall be responsible for the quality, accuracy and coordination of the design, drawings, reports, surveys, and other items furnished by Olsson as part of this Agreement.

Olsson agrees to provide its Scope of Services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope. This Agreement creates no other representation, warranty, or guarantee, express or implied.

Sponsor warrants that it has the authority to authorize Olsson to enter onto the Project property and any adjacent property as necessary for Olsson to perform its Scope of Services.

## SECTION 2: DESIGN PHASE

- a. Project management and coordination. Coordinate with the Sponsor and FAA to provide information on developments and decisions that are made concerning the project. Assist with preliminary project formulation and refinement of project scope. Prepare scope of services, including a detailed breakdown of tasks and costs.
- b. Conduct a project kickoff meeting with the Sponsor and FAA in accordance with AIP Sponsor Guide No. 910 *Predesign Conference*. Olsson shall prepare a summary of the meeting that highlights critical project issues.
- c. Finalize design criteria in accordance with FAA Advisory Circulars for ADG & TDG. Submit a preliminary pavement layout and brief explanation of the layout. Coordinate with FAA to ensure acceptance.
- d. Conduct geotechnical investigation, including soil borings, pavement samples, and lab tests. Provide a geotechnical report of findings and recommendations. In accordance with AC 150/5320-6G, 8 soil test borings will be performed as part of the project and 2 bulk samples will be collected.

Soils will be sampled in accordance with ASTM D1586 and ASTM D1587. Groundwater levels will be obtained in the test borings at the time of drilling and upon completion of the drilling operations. After obtaining groundwater level readings, the borings will be backfilled with soil cuttings and pavement will be patched as necessary.

A laboratory testing program dictated by Olsson will be performed on samples recovered from the borings to determine their general engineering characteristics. Anticipated tests are shown on Exhibit B1.

Pavement cores will not be collected, but existing pavement depths will be observed and measured.

A detailed breakdown of the drilling and laboratory expenses is included in Exhibit B1.

- e. Conduct field assessment of the existing site, pavement, and lighting conditions ("Field Assessment"). One project engineer and one technician shall conduct the on-site investigation. Take photographs of the project area and any typical distresses observed. Such Field Assessment is limited to visual observation of the site as it exists at the time of the observation. Field Assessment does not constitute exhaustive investigation and does not constitute any warranty or guarantee of any type that the site is suitable for the Project. Olsson is not responsible for identifying any concealed or latent defects that may be present at the site. Sponsor shall furnish the best obtainable information of which it is aware or could reasonably be aware of, as to surface and subsurface conditions through the exercise of reasonable diligence.
- f. Conduct topographic survey, including topography, pavement elevations and location, and other existing features as needed. All surveys will be tied to NAVD 88 control points. The survey will not be in accordance with FAA Advisory Circular 150/5300-18B. Limits of topographic survey are shown on Exhibit A.

- g. Evaluate the existing edge lighting system. Prepare preliminary and final design of new edge lighting system.
- h. Coordinate with local utility companies that have lines crossing the project site and determine their requirements.
- i. Pavement Design:
  - (1) Research pavement history
  - (2) Compile aircraft traffic data
  - (3) Develop 2 pavement design alternatives (concrete and asphalt)
  - (4) Perform pavement designs using FAA Advisory Circulars and/or pavement design software
  - (5) Prepare life cycle cost analyses for each pavement design
- j. Develop layouts for parallel taxiway and taxilane configuration. For taxilane layouts, evaluate future TLOFA required by potential hangar development.
- k. Develop longitudinal profiles for parallel taxiway and taxilane.
- l. Develop layouts and locations for taxiway lights and reflectors, as required. Determine the impact of each pavement design on the existing and ultimate electrical and lighting configurations.
- m. Develop preliminary Construction Safety & Phasing Plan (CSPP)
- n. Present the preliminary results and recommendations at a meeting at the Sponsor's location and via teleconference with the FAA. Incorporate applicable comments into the final plans, specifications, and design report.
- o. Prepare Disadvantaged Business Enterprise (DBE) goals utilizing the Sponsor's existing DBE program. The DBE program will not be updated.
- p. Prepare detailed plans, specifications, contract documents, Construction Safety & Phasing Plan (CSPP) and engineer's design report. Olsson shall use FAA Advisory Circular (AC) 150/5370-10, *Standards for Specifying Construction of Airports* and shall follow the AIP Sponsor Guides listed below (current as of the date that Olsson executed the Agreement).
  - (1) Guide No. 920 – Engineering Report
  - (2) Guide No. 930 – Plans and Specifications
  - (3) Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
  - (4) Guide No. 950 – Sponsor Modifications of FAA Standards
  - (5) Guide No. 960 – Operation Safety on Airports
- q. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the Construction Safety & Phasing Plan (CSPP) staging/storage area boundaries, haul/access routes and construction limit boundaries for each phase. Submittals will include detailed exhibits.
- r. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor and FAA.



- s. Submit plans, specifications, contract documents and engineer's design report to the Sponsor and FAA (1 electronic copy) for review within 180 days of the date that the Sponsor executed this Agreement // receipt of all review comments.
- t. Prepare all Sponsor Certifications for Sponsor's signature.
- u. Conduct a plan-in-hand review meeting on-site with the Sponsor.
- v. Revise and submit plans, specifications, contract documents and engineer's design report within 14 days of receipt of comments from the Sponsor and FAA. Provide a written response to each comment. Provide a printed copy to the sponsor and an electronic copy to the FAA.

Olsson will affix the seal of a registered Professional Engineer licensed to practice in the State of Kansas to the construction plans and specification/contract bound volume. The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement are instruments of service and shall remain Olsson's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. Olsson will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

### **SECTION 3: BIDDING PHASE**

Upon receipt of the FAA's and Sponsor's authorization, Olsson will provide the following services to assist the Sponsor in advertising and securing bids.

- a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms and [www.QuestCDN.com](http://www.QuestCDN.com) for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Olsson. Olsson shall perform in accordance with AIP Sponsor Guide No. 1010 *Bidding*.
- b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a plan holders list.
- c. Conduct a pre-bid conference at the airport. Prepare minutes of the meeting and distribute to all attendees.
- d. Answer questions raised during the bidding process.
- e. Issue addenda as required.
- f. Attend the bid opening at the Sponsor's location.
- g. Tabulate and analyze bid results.
- h. Review bidders' qualifications. Evaluate bidders' compliance with Buy American Certification and DBE participation requirements.

- i. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:
  - 1. Bid date
  - 2. Summarized bid table
  - 3. Evaluation of unit price extensions and total base bid, including an error check
  - 4. Addendums and acknowledgements
  - 5. Additional insured cost if any
  - 6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any) review for compliance with Sponsor's DBE program requirements
  - 7. Buy American compliance
  - 8. Confirmation of bidder's signature on proposal form
  - 9. Bid guarantee
  - 10. Pre-qualification requirements
  - 11. Pre-bid meeting (if any)
  - 12. Review of qualifications
  - 13. Debarment list verification
  - 14. Recommendation to award
- j. Conduct one meeting to present bids to the Sponsor.
- k. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 *Contract Award*.
- l. Prepare AIP Project Application forms
- m. After FAA's and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to Sponsor and Contractor. Provide an electronic copy of the construction contract to the FAA and Sponsor.

This phase will be considered complete when the executed construction contracts have been approved by the Sponsor and FAA. Re-advertising, if necessary, will be negotiated under an amendment to this Agreement.

**To Be Added by Amendment at a Later Date, if Needed**  
**SECTION 4: CONSTRUCTION PHASE – NOT INCLUDED**  
**SECTION 5: CLOSE OUT – NOT INCLUDED**

**SECTION 6: FEES AND CHARGES**

The Sponsor shall pay Olsson for the services described in this Agreement as follows:

**Section 2: Design Phase.** Payment for the items included in Section 2, Design Phase, shall be the lump sum of \$137,500.00 shown on Exhibit B, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed.

**Section 3: Bidding Phase.** Payment for the items included in Section 3, Bidding Phase shall be the lump sum of \$11,500.00 shown on Exhibit C attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed.

**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.

**CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS.** Olsson certifies that:

1. The plans and specifications will be developed in accordance with all applicable Federal standards and requirements and there will be no deviation from or modification to standards set forth in the advisory circulars without prior FAA approval;
2. The specifications for equipment will not be proprietary or written so as to restrict competition;
3. The development included in the plans is depicted on an airport layout plan approved by FAA;
4. Development which is ineligible for AIP funding will be omitted from the plans and specifications or will be depicted in a separate section;
5. Process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications;
6. A value engineering clause will not be incorporated into the contract without FAA concurrence;
7. The plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding;
8. For construction activities within or near aircraft operational areas, the requirements contained in the latest (as of bid date) Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications and a safety or phasing plan will be prepared with FAA's concurrence.

**APPROVALS.** It is understood and agreed that this Agreement and any amendments are subject to approval by FAA before any state or federal funds are obligated.

**FEDERAL AND OLSSON'S GENERAL PROVISIONS.** The Sponsor and Olsson acknowledge that they have reviewed the Federal Contract Provisions Attachment, Olsson's General Provisions and any Exhibits attached hereto, which are expressly made a part of and incorporated into this Agreement by this reference. In the event of a conflict or inconsistency between this Agreement and the General Provisions regarding the services to be performed by Olsson, the requirements of the General Provisions shall take precedence.

**EQUAL OPPORTUNITY EMPLOYER.** Olsson and Sub-Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, with copies to be filed with the Federal Aviation Administration.

OLSSON, INC.  
306 N. Broadway, Suite 175  
Pittsburg, KS 66762

\_\_\_\_\_

Executed by Olsson on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By signing below, you acknowledge that you have full authority to bind the Sponsor to the terms of the Agreement. If you accept the terms set forth herein, please sign.

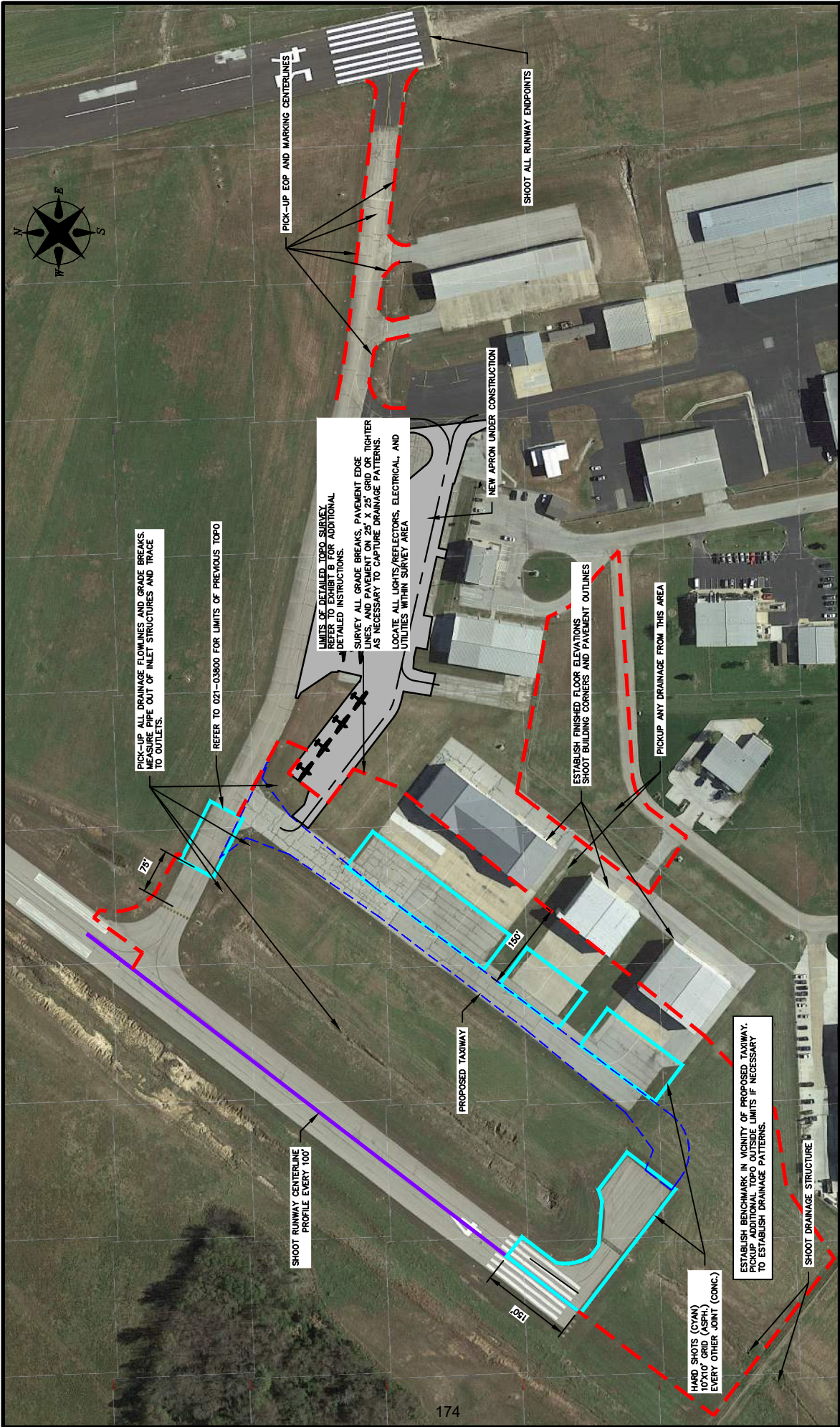
CITY OF PITTSBURG, KANSAS  
201 W. 4<sup>th</sup> Street  
Pittsburg, KS 66762

ATTEST \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Title

Executed by the Sponsor on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.



PROJECT NO: 023-07483  
 DRAWN BY: TLN  
 DATE: 01/25/2024

EXHIBIT A - TAXIWAY SURVEY (PTS)

306 N Broadway St.  
 Suite 175  
 Pittsburg, KS 67262  
 TEL: 620.670.3100

olsson  
 EXHIBIT  
 A



**EXHIBIT B  
DESIGN PHASE  
Atkinson Municipal Airport (PTS) 3-20-0069-025**

1. Direct Salary Costs

| <u>Title</u>            | <u>Total Hours</u> | <u>Direct Salary Rate/Hour</u> | <u>Total Costs (\$)</u> |
|-------------------------|--------------------|--------------------------------|-------------------------|
| Team Leader             | 14.0               | \$89.15                        | \$1,248.10              |
| Sr. Project Engineer    | 38.0               | \$71.65                        | \$2,722.70              |
| Project Engineer        | 77.0               | \$59.15                        | \$4,554.55              |
| Elec. or Mech. Engineer | 0.0                | \$71.10                        | \$0.00                  |
| Associate Engineer      | 186.0              | \$49.25                        | \$9,160.50              |
| Assistant Engineer      | 151.0              | \$37.00                        | \$5,587.00              |
| Registered Surveyor     | 20.0               | \$56.20                        | \$1,124.00              |
| Sr. Technician          | 202.0              | \$33.50                        | \$6,767.00              |
| Asst. Technician        | 106.0              | \$30.00                        | \$3,180.00              |
| Sr. Clerical            | 40.0               | \$31.50                        | <u>\$1,260.00</u>       |

Total Direct Salary Costs: \$35,603.85

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs\*\* 185.88% \$66,180.44

3. Fixed Fee: 15% of Items 1 & 2 \$15,267.64

4. Direct Nonsalary Expenses

|  |             |         |                    |
|--|-------------|---------|--------------------|
| Travel                                 | 578 Miles @ | \$0.655 | \$378.59           |
| Meals                                  | 10 Days @   | \$59.00 | \$590.00           |
| Motel                                  | 2 Days @    | \$98.00 | \$196.00           |
| Copies, Prints, Shipping               |             |         | \$1,576.00         |
| Geotechnical Expenses (See Exhibit B1) |             |         | <u>\$17,751.00</u> |

Total Expenses: \$20,491.59

5. Subtotal of Items 1 - 4 \$137,543.52

6. Subcontract costs \$0.00

7. Lump Sum Amount - Total Items 5 & 6 \$137,543.52

Rounded: \$137,500.00

\*\* 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 B1  
ESTIMATE OF  
GEOTECHNICAL DESIGN COSTS  
Atkinson Municipal Airport (PTS) 3-20-0069-025**

LABORATORY / DRILLING: Olsson, Inc., Fayetteville, AR

| <u>LIST ALL ANTICIPATED COSTS<br/>SERVICE OR TEST</u> | <u>Estimated<br/>Quantity</u> | <u>Unit<br/>Price</u> | <u>Estimated<br/>Total<br/>Cost</u> |
|---|-------------------------------|-----------------------|-------------------------------------|
| <u>DRILLING INVESTIGATION</u>                         |                               |                       |                                     |
| Mobilization (lump sum)                               | 1                             | \$3,040.00            | \$3,040.00                          |
| Drilling Cost (per lf)                                | 80                            | \$26.20               | \$2,096.00                          |
| Samples   | 40                            | \$25.00               | \$1,000.00                          |
| Cores   | 0                             | \$65.00               | \$0.00                              |
| Bore Hole & Core Hole Repairs                         | 6                             | \$35.00               | \$210.00                            |
| Per Diem (2 Individuals)                              | 1                             | \$475.00              | \$475.00                            |
|   | <hr/> SUBTOTAL                |                       | <hr/> \$6,821.00                    |

*Note: 8 soil test borings will be performed to a depth of 10' each*

LABORATORY TEST

|                                  |                |          |                  |
|----------------------------------|----------------|----------|------------------|
| Unconfined Compression Test      | 3              | \$45.00  | \$135.00         |
| Density/Moisture                 | 3              | \$30.00  | \$90.00          |
| Moisture Content Only            | 34             | \$20.00  | \$680.00         |
| Soil Corrosivity (Subconsultant) | 1              | \$90.00  | \$90.00          |
| Atterbergs                       | 6              | \$95.00  | \$570.00         |
| Wash 200 Sieve                   | 3              | \$45.00  | \$135.00         |
| Mechanical Analysis              | 3              | \$90.00  | \$270.00         |
| Standard Proctors                | 2              | \$170.00 | \$340.00         |
| Modified Proctors                | 0              | \$230.00 | \$0.00           |
| Crumb Test                       | 0              | \$35.00  | \$0.00           |
| Pinhole Test                     | 0              | \$130.00 | \$0.00           |
| Consolidation Test               | 0              | \$165.00 | \$0.00           |
| Swell/Collapse Test              | 2              | \$250.00 | \$500.00         |
| CBR (1 point)                    | 3              | \$250.00 | \$750.00         |
| Hydrometer                       | 2              | \$165.00 | \$330.00         |
|                                  | <hr/> SUBTOTAL |          | <hr/> \$3,890.00 |

ENGINEERING

|                                |                |          |                  |
|--------------------------------|----------------|----------|------------------|
| Engineering (per Hour Average) | 64             | \$110.00 | \$7,040.00       |
|                                | <hr/> SUBTOTAL |          | <hr/> \$7,040.00 |

**TOTAL      \$17,751.00**

**EXHIBIT C  
BIDDING PHASE  
Atkinson Municipal Airport (PTS) 3-20-0069-025**

1. Direct Salary Costs

| <u>Title</u>            | <u>Hours</u> | <u>Direct Salary<br/>Rate/Hour</u> | <u>Total<br/>Costs (\$)</u> |
|-------------------------|--------------|------------------------------------|-----------------------------|
| Team Leader             | 0.0          | \$92.72                            | \$0.00                      |
| Sr. Project Engineer    | 7.0          | \$74.52                            | \$521.61                    |
| Project Engineer        | 13.0         | \$61.52                            | \$799.71                    |
| Elec. or Mech. Engineer | 0.0          | \$73.94                            | \$0.00                      |
| Associate Engineer      | 17.0         | \$51.22                            | \$870.74                    |
| Assistant Engineer      | 4.0          | \$38.48                            | \$153.92                    |
| Registered Surveyor     | 0.0          | \$58.45                            | \$0.00                      |
| Sr. Technician          | 4.0          | \$34.84                            | \$139.36                    |
| Asst. Technician        | 0.0          | \$31.20                            | \$0.00                      |
| Sr. Clerical            | 22.0         | \$32.76                            | <u>\$720.72</u>             |

Total Direct Salary Costs: \$3,206.06

2. Labor and General & Administrative Overhead

|                                    |         |            |
|------------------------------------|---------|------------|
| Percentage of Direct Salary Costs* | 185.88% | \$5,959.42 |
|------------------------------------|---------|------------|

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

\$1,374.82

4. Direct Nonsalary Expenses

|                          |            |         |                 |
|--------------------------|------------|---------|-----------------|
| Travel                   | 20 Miles @ | \$0.655 | \$13.10         |
| Meals                    | - Days @   | \$59.00 | \$0.00          |
| Motel                    | - Days @   | \$98.00 | \$0.00          |
| Copies, Prints, Shipping |            |         | <u>\$945.60</u> |

Total Expenses: \$958.70

5. Subtotal of Items 1 - 4

\$11,499.01

6. Subcontract costs

\$0.00

7. Lump Sum Amount - Total Items 5 & 6

\$11,499.01

Rounded: \$11,500.00

\* 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.



## REIMBURSABLE EXPENSE SCHEDULE

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

| <b>Classification</b>   | <b>Cost</b>                     |
|---|---------------------------------|
| Automobiles (Personal Vehicle)  | \$0.655 / mile*                 |
| Suburban's and Pick-Up  | \$0.75 / mile*                  |
| Automobiles (Olsson Vehicle)  | \$85 / day                      |
| Aircraft (Personal)   | \$118 / hour*                   |
| Rental Vehicle  | Actual Cost                     |
| Other Travel or Lodging Cost  | Actual Cost or<br>\$98 Per Diem |
| Meals   | Actual Cost or<br>\$59 Per Diem |
| Printing and Duplication including Mylars and Linens  |                                 |
| In-House  | Actual Cost                     |
| Outside   | Actual Cost                     |
| Postage & Shipping Charges for Project Related<br>Materials, including Express Mail and Special<br>Delivery | Actual Cost                     |
| Film and Photo Developing   | Actual Cost                     |
| Telephone and Fax Transmissions   | Actual Cost                     |
| Miscellaneous Materials & Supplies Applicable to this<br>Project  | Actual Cost                     |
| Copies of Deeds, Easements or other Project Related<br>Documents  | Actual Cost                     |
| Fees for Applications or Permits  | Actual Cost                     |
| Sub-Consultants   | Actual Cost                     |
| Taxes Levied on Services and Reimbursable<br>Expenses   | Actual Cost                     |

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

# FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

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

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

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

## PROVISIONS APPLICABLE TO ALL CONTRACTS

|   |   |
|---|---|
| ACCESS TO RECORDS AND REPORTS.....  | 3 |
| CIVIL RIGHTS – GENERAL.....   | 3 |
| CIVIL RIGHTS – TITLE VI ASSURANCES.....   | 3 |
| PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT..... | 6 |
| FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE).....                                | 6 |
| OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 .....  | 6 |
| RIGHT TO INVENTIONS.....  | 6 |
| SEISMIC SAFETY.....   | 7 |
| TAX DELINQUENCY AND FELONY CONVICTIONS .....  | 7 |
| TRADE RESTRICTION CERTIFICATION.....  | 7 |
| VETERAN’S PREFERENCE .....  | 8 |

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

|  |    |
|--|----|
| DISTRACTED DRIVING .....                   | 9  |
| EQUAL EMPLOYMENT OPPORTUNITY (EEO).....    | 9  |
| PROHIBITION OF SEGREGATED FACILITIES ..... | 10 |
| TERMINATION OF CONTRACT.....               | 11 |

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

DEBARMENT AND SUSPENSION..... 12

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000**

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS..... 13

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES..... 14

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000**

CLEAN AIR AND WATER POLLUTION CONTROL ..... 15

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000**

BREACH OF CONTRACT TERMS ..... 15

DISADVANTAGED BUSINESS ENTERPRISE ..... 15

## PROVISIONS APPLICABLE TO ALL CONTRACTS

### **ACCESS TO RECORDS AND REPORTS**

Reference: 2 CFR § 200.334  
2 CFR § 200.337  
FAA Order 5100.38

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

### **CIVIL RIGHTS – GENERAL**

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### **CIVIL RIGHTS – TITLE VI ASSURANCES**

Reference: 49 USC § 47123  
FAA Order 1400.11

#### *Title VI Solicitation Notice*

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 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, 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.

#### *Title VI List of Pertinent Nondiscrimination Acts and Authorities*

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq*).

*Nondiscrimination Requirements / Title VI Clauses for Compliance*

**Compliance with Nondiscrimination Requirements:**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

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

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Reference: 2 CFR § 200, Appendix II(K)  
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

## **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Reference: 29 USC § 201, et seq  
2 CFR § 200.430

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

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

Reference: 20 CFR Part 1910

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

## **RIGHT TO INVENTIONS**

Reference: 2 CFR Part 200, Appendix II(F)  
37 CFR Part 401

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

## **SEISMIC SAFETY**

Reference: 49 CFR Part 41

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

## **TAX DELINQUENCY AND FELONY CONVICTIONS**

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts  
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

## **TRADE RESTRICTION CERTIFICATION**

Reference: 49 USC § 50104  
49 CFR Part 30

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

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



- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

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

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

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

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

### **VETERAN'S PREFERENCE**

Reference: 49 USC § 47112(c)

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

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

### **DISTRACTED DRIVING**

Reference: Executive Order 13513  
DOT Order 3902.10

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

Reference: 2 CFR Part 200, Appendix II(C)  
41 CFR § 60-1.4  
41 CFR § 60-4.3  
Executive Order 11246

#### Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **PROHIBITION OF SEGREGATED FACILITIES**

Reference: 2 CFR Part 200, Appendix II(C)  
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

## TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)  
FAA Advisory Circular 150/5370-10, Section 80-09

### Termination for Convenience (Professional Services)

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

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

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

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

### Termination for Cause (Professional Services)

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

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

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

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

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

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

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

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

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

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

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

### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

#### **DEBARMENT AND SUSPENSION**

Reference: 2 CFR Part 180 (Subpart B)  
2 CFR Part 200, Appendix II(H)  
2 CFR Part 1200  
DOT Order 4200.5  
Executive Orders 12549 and 12689

#### **Certification of Offeror/Bidder Regarding Debarment**

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

### Certification of Lower Tier Contractors Regarding Debarment

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

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

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000**

#### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

Reference: 2 CFR Part 200, Appendix II(E)  
2 CFR § 5.5(b)  
40 USC § 3702  
40 USC § 3704

##### 1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

##### 3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any



such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

#### 4. Subcontractors.

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

### **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment  
2 CFR Part 200, Appendix II(I)  
49 CFR Part 20, Appendix A

#### Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000**

### **CLEAN AIR AND WATER POLLUTION CONTROL**

References: 2 CFR Part 200, Appendix II(G)  
42 USC § 7401, et seq  
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000**

### **BREACH OF CONTRACT TERMS**

Reference: 2 CFR § 200 Appendix II(A)

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

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

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

### **DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR Part 26

#### **Solicitation Language (Solicitations that include a Contract Goal)**

##### **Bid Information Submitted as a matter of *responsiveness*:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;



- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Bid Information submitted as a matter of bidder responsibility:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Solicitation Language (Race/Gender Neutral Means)**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Prime Contracts (Contracts Covered by a DBE Program)**

**Contract Assurance (49 CFR § 26.13)**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

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

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated January 30, 2024 between City of Pittsburg, Kansas ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

### **SECTION 1—OLSSON'S SCOPE OF SERVICES**

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

### **SECTION 2—ADDITIONAL SERVICES**

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

#### **SECTION 4—MEANING OF TERMS**

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

## **SECTION 5—TERMINATION**

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1. Mediation**

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

### **6.2 Omitted**

### **6.3 Omitted**

## **SECTION 7—MISCELLANEOUS**

### **7.1 Reuse of Documents**

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are



all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

## **7.2 Electronic Files**

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than

Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

## **7.3 Opinion of Probable Cost**

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

## **7.4 Prevailing Wages**

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

## **7.5 Samples**

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

## **7.6 Standard of Care**

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.



## **7.7 Force Majeure**

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

## **7.8 Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

## **7.9 Omitted**

## **7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination**

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no

time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

## **7.11 Controlling Law and Venue**

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Kansas. It is further agreed that any legal action between the parties arising out of this

Agreement or the performance of services shall be brought in a court of competent jurisdiction in Kansas.

### **7.12 Subconsultants**

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

### **7.13 Assignment**

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

### **7.14 Indemnity**

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

### **7.15 Limitation on Damages**

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither

Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

### **7.16 Entire Agreement/Severability**

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

General Provisions Updated: 01/30/2024.

June 28, 2023

Attn: Mr. Mike Hodge  
Olsson Associates  
601 P Street  
Lincoln, NE 68508

RE: Overhead Expense Factor

Dear Mike,

In response to your request, we have provided a recap of the computed amount of overhead expenses incurred in 2022 based on the audited Schedules of Indirect Costs and Costs with Adjustments as of and for the year ended December 31, 2022. Summarized below is your FAR Combined Overhead Rate that is detailed in the audit:

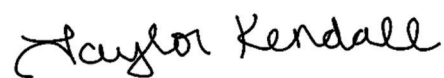
Combined FAR Overhead Rate (Including Computer Expenses) – 185.88%

|   |                    |
|---|--------------------|
| Total Fringe Benefits   | \$ 36,853,635      |
| Total General and Administrative Expenses   | 111,717,226        |
| Computer Expenses   | <u>16,006,494</u>  |
| Subtotal  | \$164,577,355      |
| Less computer expenses already included in<br>general and administrative expenses | <u>(2,510,671)</u> |
| Subtotal  | 162,066,684        |
| Divided by Direct Labor   | 64,007,748         |
|   | \$ 1.8588          |

In Summary, for every \$1.00 of direct labor paid, there is \$1.86 in overhead expenses attributable to that labor.

Sincerely,

LUTZ & COMPANY, P.C.



Taylor Kendall  
Shareholder