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<p>RESOLUTION NO. 1186 - Consider approval of Resolution No. 1186, authorizing the issuance of General Obligation Bonds in the amount of \$255,000 to fund the extension of North Walnut Street between 28th Street and 29th Street.</p>	
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<p>RESOLUTION NO. 1187 - Consider approval of Resolution No. 1187, authorizing and providing for the public sale of General Obligation Bonds, Series 2016A and Taxable General Obligation Bonds, Series 2016B of the City of Pittsburg, Kansas, setting forth the details of said sale; and providing for the giving of notice thereof.</p>	
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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 23, 2016
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the August 9, 2016, City Commission Meeting minutes.
- b. Approval of staff recommendation to approve a Quit Claim Deed with twenty-two properties the City has received by either donation or recent County tax sales at no cost to the Pittsburg Land Bank, and authorize the Mayor and City Clerk to execute the Deed on behalf of the City.
- c. Approval of staff recommendation to award the bid for the Concrete Repair 2016 Project to Treiber Finishing, of St. Paul, Kansas, based on their bid of \$62,895.00 and, if approved, authorize the Mayor and City Clerk to execute the contract documents when prepared.
- d. Approval of Agreement No. 327-16 between the City of Pittsburg and the Secretary of Transportation to participate in funding of a KLINK street resurfacing project on K-126 (4th Street) from the KCS Overpass to Free King Highway, KDOT Project No 126-19 U-0699-01, based on a 50% State/50% Local grant with the State's share not to exceed \$300,000 and authorize the Mayor and City Clerk to execute the agreement on behalf of the City.
- e. Approval of the Appropriation Ordinance for the period ending August 23, 2016 subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

CONSIDER THE FOLLOWING:

- a. WWTP LEGACY CONTROL SYSTEM UPGRADE - Staff is requesting Governing Body approval of Change Order No. 8 (108T) reflecting an increase of \$122,520.00 making a new contract construction amount of \$446,441.00 for the Wastewater Treatment Plant Legacy Control System Upgrade Project, subject to KDH&E approval **Approve or disapprove staff's recommendation and, if approved, authorize the Mayor to sign the Change Order on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 23, 2016
5:30 PM

- b. PLAT - KANSAS CROSSING SUBDIVISION - The Planning and Zoning Commission will hold a meeting on August 22nd, 2016 to review the final plat of the Kansas Crossing Subdivision. Professional Engineering Consultants (PEC), on behalf of James Walker and Kansas Crossing Casino, has submitted a plat for review of the 134 acres that was an island annexation to the City of Pittsburg. The proposed plat contains three (3) lots that will allow for future development of the property. **Approve or disapprove plat and, if approved, authorize the Mayor and City Clerk to sign the plat on behalf of the City.**

- c. PLAT - MILLER ADDITION - The Planning and Zoning Commission will hold a meeting on August 22nd, 2016 to review the final plat of the Miller Addition to Pittsburg, Kansas. Ozark Civil Engineering will be submitting the plat on behalf of Norman Miller and Tractor Supply Company to subdivide approximately 6 acres of land near the 2800 Block of North Broadway. The proposed plat contains four (4) lots that will allow for future development of the area as well as a future West 28th Street to be constructed as part of the Tractor Supply development. **Approve or disapprove plat and, if approved, authorize the Mayor and City Clerk to sign the plat on behalf of the City.**

- d. PUBLIC IMPROVEMENT AGREEMENT - PITTSBURGT LLC - Consider approval of a Public Improvement Agreement between the City of Pittsburg and PittsburgT, LLC, to extend public utilities and a new roadway to access the Tractor Supply Company development. **Approve or disapprove the Public Improvement Agreement and, if approved, authorize the Mayor to sign the agreement on behalf of the City.**

- e. RESOLUTION NO. 1185 - Consider approval of Resolution No. 1185, authorizing the issuance of General Obligation Bonds in the amount of \$6,500,000 to fund certain on-site and off-site water, sewer and storm water improvements for the Kansas Crossing Casino. **Approve or disapprove Resolution No. 1185 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

- f. RESOLUTION NO. 1186 - Consider approval of Resolution No. 1186, authorizing the issuance of General Obligation Bonds in the amount of \$255,000 to fund the extension of North Walnut Street between 28th Street and 29th Street. **Approve or disapprove Resolution No. 1186 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 23, 2016
5:30 PM

- g. RESOLUTION NO. 1187 - Consider approval of Resolution No. 1187, authorizing and providing for the public sale of General Obligation Bonds, Series 2016A and Taxable General Obligation Bonds, Series 2016B of the City of Pittsburg, Kansas, setting forth the details of said sale; and providing for the giving of notice thereof. **Approve or disapprove Resolution No. 1187 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
August 9th, 2016

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, August 9th, 2016, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with President of the Board Michael Gray presiding and the following members present: Jeremy Johnson, Chuck Munsell and Monica Murnan. Mayor Ketterman was absent.

President of the Board Gray led the flag salute.

PUBLIC INPUT – Doug Fisher introduced himself as the General Manager of the Kansas Crossing Casino.

APPROVAL OF MINUTES – JULY 26th, 2016 - On motion of Murnan, seconded by Johnson, the Governing Body approved the July 26th, 2016, City Commission Meeting minutes as submitted. Motion carried.

SURPLUS ITEM DECLARATION – On motion of Murnan, seconded by Johnson, the Governing Body approved staff request to declare certain items as surplus and authorized staff to dispose of these items through the online auctioning services of Purple Wave, Inc. Motion carried.

APPOINTMENT TO BOARD OF ZONING APPEALS – On motion of Murnan, seconded by Johnson, the Governing Body approved staff request to appoint Mike Creel to an unexpired term as a member of the Board of Zoning Appeals effective August 10th, 2016 and to expire December 31st, 2017.

ATKINSON MUNICIPAL AIRPORT AGREEMENT – On motion of Murnan, seconded by Johnson, the Governing Body approved the Agreement for Services for Improvements at the Atkinson Municipal Airport between the City of Pittsburg and H.W. Lochner, Inc. to provide engineering services required for performing pavement investigations and topographical surveys, and for preparing engineer's design report, designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and project budget for the construction of the partial parallel taxiway from existing turnaround to new runway 16-34 turnaround and authorized the Mayor to execute the agreement on behalf of the City of Pittsburg. Motion carried.

AGREEMENT - PEDESTRIAN ROUTES – On motion of Murnan, seconded by Johnson, the Governing Body approved Agreement No. 324-16 between the Secretary of Transportation and the City of Pittsburg to provide improved pedestrian routes to several area schools and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of Murnan, seconded by Johnson, the Governing Body approved the Appropriation Ordinance for the period ending July 26th, 2016, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Gray, Johnson, Munsell, and Murnan. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
August 9th, 2016

PUBLIC HEARING - PROPOSED 2017 BUDGET – Following Public Hearing, on motion of Murnan, seconded by Gray, the Governing Body approved the 2017 Budget and authorized the Mayor and City Commissioners to sign the State Budget Form on behalf of the City. Motion carried.

KENDALL PACKAGING EXPANSION – On motion of Munsell, seconded by Murnan, the Governing Body approved the request submitted by Kendall Packaging for a loan from the City's Community Development Block Grant (CDBG) revolving loan fund, in the amount of \$360,000 to be repaid over seven years at 1% interest to help finance an expansion to their facility located in the Northeast Industrial Park, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

RESOLUTION NO. 1183 – On motion of Murnan, seconded by Johnson, the Governing Body approved Resolution No. 1183, providing for the reconstruction and improvement of a portion of South Rouse Street in Pittsburg, Kansas, from a point approximately 120 feet south of the Centennial Avenue and South Rouse Street intersection south on Rouse Street approximately 4,500 feet to the Pittsburg city limits, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

President of the Board Gray asked Director of Public Works Cameron Alden to keep residents informed as to the timeline for the project.

RESOLUTION NO. 1184 – On motion of Munsell, seconded by Gray, the Governing Body approved Resolution No. 1184, declaring the necessity for and authorizing the construction of certain repairs and improvements to the Atkinson Municipal Airport of the City of Pittsburg, Crawford County, Kansas and the payment of part of the cost thereof, under the authority of Charter Ordinance No. 25 of the City of Pittsburg, Kansas, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

RESOLUTION NO. 1185 – The Governing Body tabled consideration of Resolution No. 1185, authorizing the issuance of General Obligation Bonds in the amount of \$255,000 to fund the extension of North Walnut Street between 28th Street and 29th Street.

RESOLUTION NO. 1186 – The Governing Body tabled consideration of Resolution No. 1186, authorizing the issuance of General Obligation Bonds in the amount of \$6,500,000 to fund certain on-site and off-site water, sewer and storm water improvements for the Kansas Crossing Casino.

RESOLUTION NO. 1187 – The Governing Body tabled consideration of Resolution No. 1187, authorizing and providing for the public sale of General Obligation Bonds, Series 2016A and Taxable General Obligation Bonds, Series 2016B of the City of Pittsburg, Kansas, setting forth the details of said sale; and providing for the giving of notice thereof.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
August 9th, 2016

NON-AGENDA REPORTS AND REQUESTS –

LAW ENFORCEMENT APPRECIATION - City Manager Daron Hall thanked the community for their continued support of the City's Law Enforcement Officers.

ADJOURNMENT: On motion of Johnson, seconded by Murnan, the Governing Body adjourned the meeting at 5:54 p.m. Motion carried.

Michael Gray, President of the Board

ATTEST:

Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4100

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: TROY GRAHAM
City Planner

DATE: August 16, 2016

SUBJECT: Agenda Item – August 23, 2016
City Owned Properties Deeded to the Pittsburg Land Bank

The attached Quit Claim Deed contains twenty-four (22) properties that the City has received by either donation or from recent County tax sales at no cost. As part of the process to get these properties back into productive use, the Pittsburg Land Bank would be interested in receiving these properties from the City. Once the properties are deeded to the Pittsburg Land Bank, they can be added to other properties which will be listed on the Opportunities Space website. The address of the properties are as follows:

2201 N. Michigan	408 W. 7 th	714 E. 11 th	1805 N. Elm
501 E. 29 th	1404 N. Grand	309 W. 5 th	113 W. 9 th
619 E. 10 th	500 E. 29 th	1201 N. Michigan	729 W. 3 rd
412 W. Walnut	1115 E. 6 th	414 N. Chestnut	1409 N. Joplin
402 W. 4 th	410 W. 4 th	#4 4 th St. Circle	#7 4 th St. Circle
#13 4 th St. Circle	Landlocked Lot East of Radell Street		

Action necessary will be approval or disapproval of deeding these properties to the Pittsburg Land Bank and, if approved, authorize the Mayor and City Clerk to sign the deed on behalf of the City of Pittsburg.

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

Attachement: Deed

MUNICIPAL QUIT CLAIM DEED

On this _____ day of August, 2016, the City of Pittsburg, Kansas, a municipal corporation, ("Grantor") Quitclaims to Pittsburg Land Bank ("Grantee") all of its interest in the following described real estates in Crawford County, Kansas

The South Twenty Five (25) feet of Lot Forty Three (43) and Lot Forty Four (44) in Block Fourteen (14) in Chaplin Place Addition to the City of Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof. Except Reservation of record.

The West Half (W ½) of Lot Number Five (5) and all of Lot Number Six (6) in Block Number Four (4) in Goff's West Addition to the City of Pittsburg, Kansas according to the recorded Plat thereof.

Lots Numbered Nine (9) and Ten (10) in Block Number Three (3) in the Hermann Addition to the City of Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof.

Lot Seventy (70) in the "Kansas and Texas Coal Company's 2nd Addition to the City of Pittsburg, Crawford County, Kansas", according to the recorded Plat thereof.

Lots Numbered Seven (7), Eight (8), Nine (9), and Ten (10) in W.C. Kirkwood's Subdivision of a part of the S.E. ¼ of the N.W. ¼ of Section Seventeen (17), Township Thirty (30) South, Range Twenty Five (25) East of the Sixth Principal Meridian, Crawford County, Kansas, according to the recorded Plat thereof. Except Special Assessments for sewer which could result from Resolution #518, of the City of Pittsburg, Kansas, establishing a benefit sewer district as recorded in Miscellaneous Record 105, at pages 818 and 828, respectively, in the office of the Register of Deeds of Crawford County, Kansas, Kansas.

Lot Number Twenty Eight (28) and the South Half (S ½) of Lot Number Thirty (30) on Fourth Avenue or Grand Avenue in Leighton's Third Addition to the City of Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof.

The East Half (E ½) of the West Half (W ½) of Lot Number Five Hundred Twelve (512) and the North 14.5 feet of the East Half (E ½) of the West Half (W ½) of Lot Number Five Hundred Eleven (511) all in Block Number Nineteen (19) in the Original Town of Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof.

All that part of Lots Numbered Twenty Two (22), Twenty Three (23) and Twenty Four (24) in Block Eight (8) in the Pittsburg Town Company's Third Addition to the City of Pittsburg, Kansas, according to the recorded Plat thereof, bounded and described as follows: Beginning at a point in the North Line of said Lot Twenty Four (24), Fifty (50) feet West of the Northeast corner of said Lot; thence West Thirty Nine (39) feet; thence South Seventy Five (75) feet to the South line of said Lot Twenty Two (22); thence East along the South line of said Lot Twenty Two (22), Thirty Nine (39) feet; thence North Seventy Five (75) feet to the point of beginning. Except Easement for sewer rights as recited in Warranty Deed recorded in Deed Record 63, at page 383 and in Warranty Deed recorded in Deed Record 119, at page 155, in the office of the Register of Deeds of Crawford County, Kansas.

Lots Numbered Twenty One (21), Twenty Two (22), Twenty Three (23), and Twenty Four (24) in Block Number Three (3) in the Pittsburg Town Company's Fourth Addition to the City of Pittsburg, Kansas, according to the recorded Plat thereof.

Lots Nine (9) and Ten (10) in G. Snyder's Subdivision of a Part of the S.E. ¼ of N.W. ¼ Sec. 17, Tp. 30, R. 25, according to the recorded Plat thereof.

The East Thirty Four (34) feet of the South Ten (10) feet of the North Half (N1/2) of vacated 34th Street lying adjacent to Lot Number Ten (10) in Block Number Two (2) in Radell's First Addition to the City of Pittsburg, Kansas, according to the recorded Plat thereof. Except Right of Way of the City of Pittsburg, Kansas, to reopen at any time the vacated street, subject only to the payment of compensation for improvements erected in the vacated strip after the date of the original vacation.

Lot Number One (1) in "Leighton's Addition (Michigan Avenue) to the City of Pittsburg in Crawford County, Kansas", according to the recorded Plat thereof. Except City of Pittsburg by Ordinance S-721 (Section 84) filed in Misc. Book 133 at page 336 in the office of the Register of Deeds of Crawford County, Kansas. Except City of Pittsburg by Ordinance S-814(Section 30) dated February 28, 1997. Except City of Pittsburg by Ordinance S-817 Section 4) dated July 22,

1997. Except City of Pittsburg by Ordinance S-827 dated 8/25/1998.

Lots Numbered Sixty (60), Sixty One (61), Sixty Two (62), Sixty Three (63) and Sixty Four (64) all in Block Number Two (2) in "McCormick's Addition to the City of Pittsburg", Crawford County, Kansas, according to the recorded Plat thereof.

Lots Numbered Two Hundred Forty Seven (247) and Two Hundred Forty Eight (248) in the Kansas City Southern Annex, an Addition to the City of Pittsburg, Kansas, according to the recorded Plat thereof.

Lots Numbered Thirty-Six (36) in Conns Addition to the City of Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof.

Lot Number Two (2) in Friel's Subdivision of Lot Number Twenty (20) of the First Addition to North Pittsburg, (Now the City of Pittsburg, Crawford County, Kansas), according to the recorded Plat thereof.

The South Half (S1/2) of Lots Numbered Twenty-One (21) and Twenty-Two (22) in Block Number One (1) in "Goff's West Addition to Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof.

Lots Numbered Seventeen (17) and Eighteen (18) in Block Number One (1) in "Goff's West Addition to Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof.

Lot Number Four (4) in Shouts Addition to the City of Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof.

Lot Number Six (6) of Home Builders Investment Company's Subdivision of Lots 6 to 12 inclusive in Shout's Addition to Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof. (#7 4th St. Circle)

Lot Number One (1) of Home Builders Investment Company's Subdivision of Lots Six (6) to twelve (12) inclusive in Shout's Addition to Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof. (#13 4th St. Circle)

Lot Number Forty-Eight (48) in the Forest Park Second Addition to Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof.

For the sum of One Dollar (\$1.00) and other good and valuable consideration.

SUBJECT TO: Easements, restrictions, reservations, special assessments and right-of-way of record, if any.

THE CITY OF PITTSBURG, KANSAS

Mayor, John Ketterman

City Clerk, Tammy Nagel

BE IT REMEMBERED, that on this _____ day of August, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John Ketterman, Mayor of the City of Pittsburg, Kansas, a Municipal corporation duly incorporated and existing under and by virtue of the laws of Kansas; and Tammy Nagel, City Clerk of the said City, who are personally known to me to be the same persons who executed as such officers the within instruments of writing on behalf of the said City and such person duly acknowledged the execution of the same to be the act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year last above written.

Notary Public

My Appointment Expires:_____



DEPARTMENT OF PUBLIC WORKS

(620) 231-4170

201 West 4th Street · Pittsburg KS 66762

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Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: August 16, 2016

SUBJECT: Agenda Item – August 23, 2016
Disposition of Bids
Concrete Repair 2016 Project
(Norris Drive, Knollview Street, Pearl Street and Ohio Street)

Bids were received on Thursday, August 11th, 2016, for a Concrete Repair 2016 Project to be funded with street sales tax funds. This project consists of the repair of existing streets (Norris Drive, Knollview Street, Pearl Street and Ohio Street) by cutting out bad joints, potholes and failing concrete pavement and replacement with new concrete pavement. The bid prices also include all necessary traffic control for the project. The City received four bids (see attached bid tab sheet). After reviewing all the bids received, staff is recommending that the bid be awarded to the low bidder, Treiber Finishing, of St. Paul, Kansas, with a bid of \$62,895.00.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 23rd, 2016. 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.

Attachment: Bid Tab Sheet



**BID TABULATION
 CONCRETE REPAIR 2016
 NORRIS DRIVE, KNOLLVIEW STREET, PEARL STREET AND OHIO STREET
 BID OPENING: AUGUST 11, 2016 - 2:00 PM**

BIDDER	TOTAL BID	BID BOND	ACKNOWLEDGE ADDENDUM
Engineer's Estimate	\$ 134,627.82	Yes/No	Yes/No
Bryant & Bryant Construction, Inc. 703 McNair Halstead, KS 67056	\$ 106,940.00	Yes	Yes
Heck & Wicker, Inc. 1900 Southern Blvd. Parsons, KS 67357	\$ 120,681.54	Yes	Yes
RFB Construction Co., Inc. 565 E. 520th Ave. Pittsburg, KS 66762	\$ 88,270.00	Yes	Yes
William L. Treiber dba Treiber Finishing 302 3rd Street St. Paul, KS 66771	\$ 62,895.00	Yes	Yes



**BID TABULATION
CONCRETE REPAIR 2016**

NORRIS DRIVE, KNOLLVIEW STREET, PEARL STREET AND OHIO STREET

Bid Opening: August 11, 2016 - 2:00 PM

ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	Engineer's Estimate		Bryant & Bryant Const. Inc. 703 McNair Halstead, KS 67056		Heck & Wicker, Inc. 1900 Southern Blvd. Parsons, KS 67357		RFB Construction Co., Inc. 565 E. 520th Ave. Pittsburg, KS 66762		William L. Treiber dba Treiber Finishing 202 3rd Street St. Paul, KS 66771	
				UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
1	Mobilization	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$30,000.00	\$ 30,000.00	\$12,000.00	\$ 12,000.00	\$ 2,250.00	\$ 2,250.00	\$ 1,200.00	\$ 1,200.00
2	Traffic Control	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$17,500.00	\$ 17,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
3	Concrete Repair (Full Depth)	S.Y.	654	\$ 178.33	\$ 116,627.82	\$ 110.00	\$ 71,940.00	-	\$ 91,181.54	\$ 130.00	\$ 85,020.00	\$ 92.50	\$ 60,495.00
	Total				\$ 134,627.82	Total	\$106,940.00	Total	\$ 120,681.54	Total	\$ 88,270.00	Total	\$ 62,895.00



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS
66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works/City Engineer

DATE: August 17, 2016

SUBJECT: Agenda Item – August 23, 2016
KLINK Resurfacing Project – K-126 (4th Street), KCS Overpass to Free
King Highway
KDOT Project No. 126-19 U-0699-01

KDOT has prepared and submitted to the City for approval Agreement No. 327-16 between the City of Pittsburg and the Secretary of Transportation to participate in funding for a KLINK street surfacing project on K-126 (4th Street) based on a 50% State/50% Local grant with the State's share not to exceed \$300,000. This project is funded in the KDOT FY 2017, which runs from July 1st, 2016 to June 30th, 2017. The staff is anticipating an early summer 2017 start date. By entering into this agreement, KDOT will commit funds to the project.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 23, 2016. Action necessary will be approval or disapproval of the agreement and, if approved, authorize the Mayor and City Clerk to sign this agreement on behalf of the City.

Attachment: Agreement

PROJECT NO. 126-19 U-0699-01
KLINK RESURFACING PROJECT
CMS CONTRACT NO. _____
CITY OF PITTSBURG, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Pittsburg, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The City has applied for and the Secretary has approved a KLINK Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on K-126, a city connecting link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of State Highway funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

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

1. City Connecting Link - a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.

2. KLINK Resurfacing Program - a city connecting link (KLINK) resurfacing program that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be seventy-five percent (75%) for cities with a population of less than 10,000 or fifty percent (50%) for cities with a population of 10,000 or greater, up to a maximum of \$300,000.00 per fiscal year of state funds. The KLINK Resurfacing Program is for contract maintenance only.

3. Project - mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the KLINK Resurfacing Program for K-126, from KCS Overpass to Free King Highway.

4. **Eligible/Participating Bid Items** - all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for KLINK funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

5. **Non-Eligible/Non-Participating Bid Items** - items typically non-eligible for KLINK funding include but are not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

6. **Fiscal Year (FY)** - the state's fiscal year begins July 1 and ends on June 30 of the following calendar year.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Reimbursement of Project Costs.** The Secretary agrees to reimburse the City fifty percent (50%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed \$300,000.00, as the Secretary's total share of the cost to construct the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceed \$600,000.00. The Secretary shall not be responsible for the total actual costs of preliminary engineering, utility adjustments, or items not participating in the KLINK Resurfacing Program.

2. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed by the City that the Project was constructed within substantial compliance of the final design plans and specifications.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Limited Scope.** The Project is limited to roadway resurfacing along the Project location. The Project roadway resurfacing may include all eligible items as defined above. Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.

2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current KLINK Resurfacing Program for this Project.

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

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

5. **Design, Letting, and Administration.** The City will prepare or contract to have prepared, the design plans, specifications, and cost estimate (PS&E) for the Project, let the contract, and award the contract to the lowest responsible bidder. The City agrees to construct or have constructed the Project in accordance with the final design plans and specifications; inspect or have inspected the construction; administer the Project; and make the payments due the contractor, including the portion of cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the current version of Section 16.0 City Connecting Links (KLINK) Resurfacing Program of the LPA Project Development Manual.

6. **Responsibility for Adequacy of Design.** The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

7. **Design Schedule and Submission to Secretary.** The City will follow a schedule for design and development of plans that will allow the Project to be let to contract in the programmed fiscal year; otherwise, the City agrees the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PPS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

8. **Movement of Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in

accordance with the final design plans. The expense of the removal or adjustment of the utilities and encroachments located on public right of way or easement shall be borne by the owner or the City.

9. Future Encroachments. The City will prohibit future erection, installation or construction of encroachments either on or above the right of way, and it will not in the future permit the erection of fuel dispensing pumps upon the right of way of the connecting link. The City further agrees it will require any fuel dispensing pumps erected, moved or installed along the connecting link be placed a distance from the right of way line no less than the distance permitted by the National Fire Code.

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

11. Temporary Traffic Control. The City shall provide a temporary traffic control plan within the design plans, which includes the City’s plan for handling multi-modal traffic during construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City’s temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

12. Permanent Traffic Control. The City shall conform the location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by a public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference, and shall be subject to the approval of the Secretary.

13. Access Control. The City will maintain control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

14. Final Design Plans. The final design plans will depict the entire Project location. The eligible/participating bid items must be shown separated and listed apart from the non-eligible/non-participating bid items on the final design plans, bid documents, and on the detailed billing provided by the City. The City shall have the final design plans signed and sealed by a licensed professional engineer. The City will furnish to KDOT’s Bureau of Local Projects an electronic set of final design plans and specifications. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

15. Program Administration. In addition to complying with all requirements contained in Section 16.0 City Connecting Links (KLINK) Resurfacing Program of the LPA Project Development Manual:

(a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, let, or award a contract for the Project, prior to receipt of notification from KDOT’s Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an “Authority to Award” notification from KDOT’s Bureau of Local Projects.

(c) The City will provide to KDOT's Bureau of Local Projects an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City will promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, will be deemed non-participating costs, and shall be the responsibility of the City.

16. Discrimination Laws. The City will: (a) comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*)(ADA) and not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; and (d) include those provisions in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such contractor, subcontractor or vendor. If the City fails to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation will constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation will constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated or suspended in whole or in part.

17. Inspections. The City will provide the construction engineering/inspection necessary to determine substantial compliance with the final design plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

18. Corrective Work. Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the KLINK Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor's errors, omissions or deviations from the final design plans and specifications.

19. Attestation. Upon completion of the Project the City shall have a licensed professional engineer employed by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT's Bureau of Local Projects, that the Project was completed in substantial compliance with the final design plans and specifications.

20. Final Acceptance. Prior to issuing final payment to the contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

21. Accounting. Upon request by the Secretary, the City will provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of KLINK Master – City Let (Rev. 03-2016)

KDOT and costs incurred by the City not to be reimbursed by KDOT for preliminary engineering, utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

22. Reimbursement Request. The City will request payment from the Secretary after the City has paid the contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in conformance with the plans and specifications.

23. Audit. The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE IV

GENERAL PROVISIONS:

1. Existing Right of Way. The Project will be constructed within the limits of the existing right of way.

2. Incorporation of Final Plans. The final design plans and specifications are by this reference made a part of this Agreement.

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

4. Project Modification. Any of the following Project changes require the City to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be let
- b. Project length
- c. Project location
- d. Project scope

Items b, c, and d require an attached map to scale.

It is further mutually agreed during construction, the City shall notify the Secretary of any changes in the plans and specifications.

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

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

7. Termination. If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

8. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement are binding upon the Secretary and the City and their successors in office.

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

10. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

11. **Effective Date.** This Agreement will become effective as of the date signed by the Secretary or designee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF PITTSBURG, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

KANSAS DEPARTMENT OF TRANSPORTATION

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

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant 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.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT	
4373	CHILDREN'S ADVOCACY CENTER								
4373	CHILDREN'S ADVOCACY CENTER								
	M-CHECK		CHILDREN'S ADVOCACY CENTUNPOST	V	8/03/2016			176923	600.00CR
	C-CHECK		VOID CHECK	V	8/05/2016			177870	
	C-CHECK		VOID CHECK	V	8/05/2016			177871	
	C-CHECK		VOID CHECK	V	8/05/2016			177903	
	C-CHECK		VOID CHECK	V	8/05/2016			177905	
	C-CHECK		VOID CHECK	V	8/05/2016			177906	
	C-CHECK		VOID CHECK	V	8/12/2016			177964	
	C-CHECK		VOID CHECK	V	8/12/2016			177965	
	C-CHECK		VOID CHECK	V	8/12/2016			177968	
	C-CHECK		VOID CHECK	V	8/12/2016			177969	
	C-CHECK		VOID CHECK	V	8/12/2016			177970	

* * 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:	11	VOID DEBITS 0.00		
		VOID CREDITS 600.00CR		
		600.00CR	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			11	600.00CR	0.00	0.00
BANK: *		TOTALS:	11	600.00CR	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 8/03/2016 THRU 8/16/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2004	AIRE-MASTER OF AMERICA, INC.	R	8/05/2016			177867		16.40
7398	ARVEST BANK	R	8/05/2016			177868		19,381.72
0523	AT&T	R	8/05/2016			177869		4,455.23
6956	BSN SPORTS, INC	R	8/05/2016			177872		545.55
7481	TIMOTHY CASHERO	R	8/05/2016			177873		77.22
0146	CHAPMAN'S LOCKSMITHING	R	8/05/2016			177874		200.25
4373	CHILDREN'S ADVOCACY CENTER	R	8/05/2016			177875		600.00
3516	CITY OF PITTSBURG	R	8/05/2016			177876		100.00
4263	COX COMMUNICATIONS KANSAS LLC	R	8/05/2016			177877		28.37
4263	COX COMMUNICATIONS KANSAS LLC	R	8/05/2016			177878		95.69
4263	COX COMMUNICATIONS KANSAS LLC	R	8/05/2016			177879		81.18
4263	COX COMMUNICATIONS KANSAS LLC	R	8/05/2016			177880		603.75
4263	COX COMMUNICATIONS KANSAS LLC	R	8/05/2016			177881		1,029.39
0375	WICHITA WATER CONDITIONING, IN	R	8/05/2016			177882		46.90
1	GIDEONS INTERNATIONAL	R	8/05/2016			177883		40.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	8/05/2016			177884		189.74
7318	KANSAS USSSA FASTPITCH	R	8/05/2016			177885		240.00
6750	HW LOCHNER, BWR DIVISION	R	8/05/2016			177886		16,206.20
1571	LOY, SAGEHORN, & HARDING, LLC	R	8/05/2016			177887		71.30
6274	WILMA MCKIBBEN	R	8/05/2016			177888		150.00
1	MEADOR, GEARY	R	8/05/2016			177889		50.00
7480	RODGER PETRAIT	R	8/05/2016			177890		125.48

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 8/03/2016 THRU 8/16/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5556	ROBBY PHILLIPS	R	8/05/2016			177891		80.43
1	PITTSBURG HOSPITALITY, LLC	R	8/05/2016			177892		147,300.16
0397	PITTSBURG POLICE DEPT	R	8/05/2016			177893		147.31
0175	REGISTER OF DEEDS	R	8/05/2016			177894		220.00
0175	REGISTER OF DEEDS	R	8/05/2016			177895		14.00
0175	REGISTER OF DEEDS	R	8/05/2016			177896		51.80
1	RUSSIAN, SUSAN	R	8/05/2016			177897		21.00
1	SHORT, BRANDON & DENA	R	8/05/2016			177898		100.00
1	SMITH, BARRY	R	8/05/2016			177899		9.25
7325	TODD A FISHER	R	8/05/2016			177900		93.30
6957	U.S. BANK	R	8/05/2016			177901		298.39
5589	VERIZON WIRELESS SERVICES, LLC	R	8/05/2016			177902		530.91
2350	WASTE CORPORATION OF MISSOURI	R	8/05/2016			177904		937.69
1108	WESTAR ENERGY	R	8/05/2016			177907		68.30
4636	WESTAR ENERGY, INC. (HAP)	R	8/05/2016			177908		500.63
2876	A-PLUS CLEANERS & LAUNDRY	R	8/12/2016			177940		619.00
1	BELT, TERESA	R	8/12/2016			177941		102.40
6956	BSN SPORTS, INC	R	8/12/2016			177942		67.98
7481	TIMOTHY CASHERO	R	8/12/2016			177943		77.22
7451	CITY OF ARMA	R	8/12/2016			177944		858.02
7573	CITY OF BAXTER SPRINGS, KANSAS	R	8/12/2016			177945		221.77
0748	CONRAD FIRE EQUIPMENT INC	R	8/12/2016			177946		61.68

VENDOR SET: 99 City of Pittsburg, KS

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DATE RANGE: 8/03/2016 THRU 8/16/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS KANSAS LLC	R	8/12/2016			177947		68.88
7358	DELTA COOLING TOWERS, INC	R	8/12/2016			177948		394.72
0118	FED EX	R	8/12/2016			177949		52.49
7151	TOTALFUNDS BY HASLER	R	8/12/2016			177950		1,000.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	8/12/2016			177951		342.24
6656	KNIPP EQUIPMENT INC	R	8/12/2016			177952		643.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	8/12/2016			177953		381.92
0033	LOU'S GLOVES	R	8/12/2016			177954		261.00
1	MEDICALODGES, INC	R	8/12/2016			177955		525.00
7392	MUNICIPALH20, LLC	R	8/12/2016			177956		350.00
1	NEBRASKA ASS. POLYGRAPH EXAMI	R	8/12/2016			177957		150.00
7478	KENNETH PERRIN	R	8/12/2016			177958		43.96
7480	RODGER PETRAIT	R	8/12/2016			177959		135.91
7325	TODD A FISHER	R	8/12/2016			177960		115.83
0349	UNITED WAY OF CRAWFORD COUNTY	R	8/12/2016			177961		101.77
7053	U.S. PEROXIDE, LLC	R	8/12/2016			177962		1,900.00
5589	VERIZON WIRELESS SERVICES, LLC	R	8/12/2016			177963		7,528.94
2350	WASTE CORPORATION OF MISSOURI	R	8/12/2016			177966		312.33
1108	WESTAR ENERGY	R	8/12/2016			177967		119,564.93
4636	WESTAR ENERGY, INC. (HAP)	R	8/12/2016			177971		219.76
1	WILLIAMS, JANEL	R	8/12/2016			177972		50.00
5371	PITTSBURG FAMILY YMCA	R	8/12/2016			177973		147.44

VENDOR SET: 99 City of Pittsburg, KS

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DATE RANGE: 8/03/2016 THRU 8/16/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7436	YOUNG & ASSOCIATES, P.A.	R	8/12/2016			177974		5,618.25
0022	DANKO EMERGENCY EQUIPMENT CO.	E	8/15/2016			999999		268.73
0030	JAY BYERS	E	8/08/2016			999999		396.94
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	8/08/2016			999999		1,535.40
0044	CRESTWOOD COUNTRY CLUB	E	8/08/2016			999999		374.14
0046	ETTINGERS OFFICE SUPPLY	E	8/08/2016			999999		475.40
0046	ETTINGERS OFFICE SUPPLY	E	8/15/2016			999999		412.62
0054	JOPLIN SUPPLY COMPANY	E	8/15/2016			999999		4,808.28
0055	JOHN'S SPORT CENTER, INC.	E	8/08/2016			999999		104.98
0055	JOHN'S SPORT CENTER, INC.	E	8/15/2016			999999		182.97
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	8/08/2016			999999		885.00
0084	INTERSTATE EXTERMINATOR, INC.	E	8/08/2016			999999		557.00
0101	BUG-A-WAY INC	E	8/08/2016			999999		10.00
0101	BUG-A-WAY INC	E	8/15/2016			999999		110.00
0105	PITTSBURG AUTOMOTIVE INC	E	8/08/2016			999999		904.50
0105	PITTSBURG AUTOMOTIVE INC	E	8/15/2016			999999		439.49
0109	RANDY VILELA TRUCKING & HAULIN	E	8/08/2016			999999		1,198.00
0109	RANDY VILELA TRUCKING & HAULIN	E	8/15/2016			999999		4,913.54
0112	MARRONES INC	E	8/08/2016			999999		79.30
0112	MARRONES INC	E	8/15/2016			999999		115.85
0116	DANIEL E BRADEN	E	8/08/2016			999999		350.00
0117	THE MORNING SUN	E	8/08/2016			999999		143.99

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0128	VIA CHRISTI HOSPITAL	E	8/15/2016			999999		113.00
0142	HECKERT CONSTRUCTION CO INC	E	8/15/2016			999999		4,607.56
0181	INGRAM	E	8/08/2016			999999		19.56
0194	KANSAS STATE TREASURER	E	8/08/2016			999999		6,540.00
0207	PEPSI-COLA BOTTLING CO OF PITT	E	8/15/2016			999999		229.00
0224	KDOR	D	8/05/2016			999999		2,105.12
0224	KDOR	D	8/09/2016			999999		5,555.90
0272	BO'S 1 STOP INC	E	8/15/2016			999999		159.12
0292	UNIFIRST CORPORATION	E	8/15/2016			999999		76.95
0321	KP&F	D	8/12/2016			999999		43,609.63
0328	KANSAS ONE-CALL SYSTEM, INC	E	8/15/2016			999999		341.00
0329	O'MALLEY IMPLEMENT CO INC	E	8/08/2016			999999		13.93
0329	O'MALLEY IMPLEMENT CO INC	E	8/15/2016			999999		143.32
0420	CONTINENTAL RESEARCH CORP	E	8/15/2016			999999		380.99
0422	DEMCO, INC	E	8/15/2016			999999		317.54
0478	VIETTI AUTO BODY INC	E	8/08/2016			999999		3,175.49
0534	TYLER TECHNOLOGIES INC	E	8/08/2016			999999		390.00
0577	KANSAS GAS SERVICE	E	8/15/2016			999999		460.71
0583	DICKINSON INDUSTRIES INC	E	8/15/2016			999999		2,430.00
0661	SAFETY-KLEEN SYSTEMS INC	E	8/08/2016			999999		262.65
0728	ICMA	D	8/12/2016			999999		896.23
0746	CDL ELECTRIC COMPANY INC	E	8/08/2016			999999		1,470.49

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 8/03/2016 THRU 8/16/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0746	CDL ELECTRIC COMPANY INC	E	8/15/2016			999999		7,176.08
0779	PITTSBURG COMMUNITY THEATRE	E	8/15/2016			999999		8,427.84
0788	SCHREIBER LLC	E	8/15/2016			999999		2,854.00
0805	BROADWAY ANIMAL HOSPITAL PA	E	8/15/2016			999999		299.00
0806	JOHN L CUSSIMANIO	E	8/15/2016			999999		270.00
0844	HY-FLO EQUIPMENT CO	E	8/08/2016			999999		464.65
0866	AVFUEL CORPORATION	E	8/08/2016			999999		14,831.41
0867	CUMMINS CENTRAL POWER LLC	E	8/15/2016			999999		2,060.32
0870	PENNINGTON SEED INC	E	8/08/2016			999999		582.85
1050	KPERS	D	8/12/2016			999999		35,284.11
1478	KANSASLAND TIRE OF PITTSBURG	E	8/08/2016			999999		363.91
1478	KANSASLAND TIRE OF PITTSBURG	E	8/15/2016			999999		804.05
1490	ESTHERMAE TALENT	E	8/15/2016			999999		25.00
1631	RUTH WEGNER	E	8/08/2016			999999		112.50
1767	KIM VOGEL	E	8/08/2016			999999		181.20
1792	B&L WATERWORKS SUPPLY, LLC	E	8/08/2016			999999		11,566.57
1792	B&L WATERWORKS SUPPLY, LLC	E	8/15/2016			999999		3,818.02
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	8/08/2016			999999		92.50
2035	O'BRIEN ROCK CO., INC.	E	8/15/2016			999999		4,654.12
2137	VAN WALL GROUP	E	8/08/2016			999999		50.04
2433	THE MORNING SUN	E	8/15/2016			999999		2,089.90
2707	THE LAWNSCAPE COMPANY, INC.	E	8/15/2016			999999		62.50

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 8/03/2016 THRU 8/16/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2767	BRENNTAG SOUTHWEST, INC	E	8/08/2016			999999		840.00
2767	BRENNTAG SOUTHWEST, INC	E	8/15/2016			999999		2,140.00
2841	KDHE	E	8/15/2016			999999		4,301.00
2960	PACE ANALYTICAL SERVICES INC	E	8/15/2016			999999		2,495.00
3067	STEVE BITNER	E	8/08/2016			999999		250.00
3248	AIRGAS USA LLC	E	8/15/2016			999999		1,121.25
3570	AMERICAN EXPRESS, INC	D	8/04/2016			999999		218.34
4307	HENRY KRAFT, INC.	E	8/08/2016			999999		133.42
4307	HENRY KRAFT, INC.	E	8/15/2016			999999		155.48
4452	RYAN INSURANCE	E	8/15/2016			999999		631.00
4618	TRESA MILLER	E	8/08/2016			999999		653.00
4766	ACCURATE ENVIRONMENTAL	E	8/15/2016			999999		239.44
5014	MID-AMERICA SANITATION	E	8/08/2016			999999		323.00
5014	MID-AMERICA SANITATION	E	8/15/2016			999999		168.50
5236	SHOWCASES	E	8/08/2016			999999		630.93
5275	US LIME COMPANY-ST CLAIR	E	8/08/2016			999999		8,616.26
5275	US LIME COMPANY-ST CLAIR	E	8/15/2016			999999		4,358.28
5482	JUSTIN HART	E	8/08/2016			999999		60.00
5566	VINYLPLEX INC	E	8/15/2016			999999		2,881.20
5581	SAGA QUAD STATE COMMUNICATIONS	E	8/15/2016			999999		550.00
5590	HD SUPPLY WATERWORKS, LTD.	E	8/08/2016			999999		2,860.13
5590	HD SUPPLY WATERWORKS, LTD.	E	8/15/2016			999999		19,613.12

VENDOR SET: 99 City of Pittsburg, KS

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DATE RANGE: 8/03/2016 THRU 8/16/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5623	CRAWFORD COUNTY CLERK	E	8/15/2016			999999		25,000.00
5677	BANK OF AMERICA, INC	D	8/03/2016			999999		517.94
5855	SHRED-IT US JV LLC	E	8/08/2016			999999		33.66
5855	SHRED-IT US JV LLC	E	8/15/2016			999999		178.56
5904	TASC	D	8/12/2016			999999		8,174.27
5957	PASTEUR PROPERTIES LLC	E	8/08/2016			999999		400.00
5957	PASTEUR PROPERTIES LLC	E	8/15/2016			999999		1,100.00
6130	T & K RENTALS LLC	E	8/08/2016			999999		1,000.00
6175	HENRY C MENGHINI	E	8/15/2016			999999		1,503.70
6192	KATHLEEN CERNE	E	8/08/2016			999999		600.00
6198	CHARLES HOSMAN	E	8/08/2016			999999		300.00
6230	THE MAZUREK LAW OFFICE LLC	E	8/15/2016			999999		262.50
6298	KEVAN L SCHUPBACH	E	8/08/2016			999999		1,810.00
6415	GREAT WEST TANDEM KPERS 457	D	8/12/2016			999999		4,051.00
6498	BLUEGLOBES LLC	E	8/15/2016			999999		39.53
6524	ELLIOTT EQUIPMENT COMPANY	E	8/15/2016			999999		1,223.22
6952	ADP INC	D	8/05/2016			999999		805.56
7028	MATTHEW L. FRYE	E	8/08/2016			999999		400.00
7038	SIGNET COFFEE ROASTERS	E	8/08/2016			999999		86.25
7038	SIGNET COFFEE ROASTERS	E	8/15/2016			999999		41.25
7118	SP DESIGN & MFG, INC	E	8/08/2016			999999		170.36
7191	ANDREW TRACTOR WORKS	E	8/08/2016			999999		1,592.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 8/03/2016 THRU 8/16/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7191	ANDREW TRACTOR WORKS	E	8/15/2016			999999		1,500.00
7265	SIMMONS GUN SPECIALITIES	E	8/15/2016			999999		8,643.35
7275	MIZE HOUSER & COMPANY	E	8/08/2016			999999		2,000.00
7281	CHEMCO SYSTEMS LP	E	8/15/2016			999999		2,098.09
7283	CORESOURCE, INC	D	8/04/2016			999999		10,416.27
7283	CORESOURCE, INC	D	8/11/2016			999999		278,892.44
7283	CORESOURCE, INC	E	8/08/2016			999999		38,431.97
7290	DELTA DENTAL OF KANSAS INC	D	8/05/2016			999999		3,185.90
7290	DELTA DENTAL OF KANSAS INC	D	8/12/2016			999999		3,257.39
7401	JAMI L CROWDER	E	8/15/2016			999999		1,533.14
7473	CAROL BAKKE	E	8/08/2016			999999		25.00
7487	AARON OTHMER	E	8/08/2016			999999		600.00
7559	MEGAN LYNN MUNGER	E	8/08/2016			999999		30.00
7572	OZARK MOUNTAIN ENERGY, INC	E	8/15/2016			999999		15,165.66
7574	JOHNNIE R JAMESON	E	8/15/2016			999999		550.00

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	67	336,623.98	0.00	336,623.98
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	14	396,970.10	0.00	396,970.10
EFT:	110	259,523.15	0.00	259,523.15
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 I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
				INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
VENDOR SET: 99	BANK: 80144	TOTALS:	191	993,117.23		0.00		993,117.23
BANK: 80144	TOTALS:		191	993,117.23		0.00		993,117.23
REPORT TOTALS:			191	993,117.23		0.00		993,117.23

Passed and approved this 23rd day of August, 2016.

John Ketterman, Mayor

ATTEST:

Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC UTILITIES

303 Memorial Drive · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: JOHN H. BAILEY
Director of Public Utilities

DATE: May19, 2014

SUBJECT: Agenda Item – May 27, 2014
Change Order #8 (108T)
Wastewater Treatment Plant Legacy Control System Upgrade

Greenway Electric, Inc., the contractor for the upgrade of the legacy control system at the Wastewater Treatment Plant, has submitted a change order proposal for consideration. This change order provides for pump house raw sewage pump VFD replacement and upgrade, modifications to the aerobic blower controls, bar screen control panel replacement, airport lift station rebuild, and Lone Star/Elk Lodge lift station upgrades. This change order proposal reflects an increase to the project in the amount of \$122,520.00, making a new contract construction amount of \$446,441.00. This project is being funded by a State revolving loan administered by KDHE.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 23rd, 2016. Action being requested is approval of Change Order No. 8 (108T) subject to KDHE approval.

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

Attachment: Change Order No. 8 (108T)

Christopher Farinacci
 Superintendent
 Waste Water Treatment Plant
 Pittsburg, Kansas 66762

Quotation No. JEO-2016-071 rev 3

Change Order 108T

INTRODUCTION.....	2
BID BREAKDOWN.....	2
<i>PUMP HOUSE RAW SEWAGE PUMP VFD REPLACEMENT AND UPGRADE</i>	<i>2</i>
Materials	2
Programming	2
Work by Others.....	2
<i>MODIFICATIONS TO THE AEROBIC BLOWER CONTROLS</i>	<i>2</i>
<i>BAR SCREEN CONTROL PANEL REPLACEMENT.....</i>	<i>3</i>
Control Panel	3
Wiring.....	3
Work by Others.....	3
<i>AIRPORT LIFT STATION REBUILD</i>	<i>3</i>
Electrical Distribution and Motor Wiring	3
Specifications.....	3
120V Transformer.....	4
Control Panel.....	4
<i>LONE-STAR AND ELK LIFT STATION UPGRADES OPTION 2.....</i>	<i>4</i>
Materials	4
PLC and HMI Controls	4
Flow Meter	4
<i>DESIGN</i>	<i>5</i>
<i>MOBILIZATION.....</i>	<i>5</i>
GENERAL.....	5
<i>WARRANTY</i>	<i>5</i>
TERMS.....	5

Christopher Farinacci
Superintendent
Waste Water Treatment Plant
Pittsburg, Kansas 66762

Quotation No. JEO-2016-071 rev 3

Change Order 108T

INTRODUCTION

GREENWAY ELECTRIC INC. (GREENWAY) is pleased to quote the following electrical distribution and control system upgrades for the Waste Water Plant, City of Pittsburg, Kansas (Owner)

BID BREAKDOWN

PUMP HOUSE RAW SEWAGE PUMP VFD REPLACEMENT AND UPGRADE

GREENWAY shall provide necessary labor, tools, and supervision to install VFD's in the current Control Panels housing two-step soft starts for Pump's #2 and #3, and configure Pump #4 SMC to communication over Ethernet IP.

Materials

The following items are furnished by GREENWAY:

- 2 Allen-Bradley POWERFLEX 753 AC Drive, 75 HP Rated, #20F11ND096AA0NNNNN
- 2 Allen-Bradley POWERFLEX 753-700-70 Class HIM, AC Drive, # 20HIMA3
- 1 Allen-Bradley 20-COMM-E Ethernet/IP Card

Programming

GREENWAY will provide all VFD Drive Configurations, Programming and Commissioning as required to facilitate the desired operation and control of the VFD Drive and SMC Drive.

Work by Others

OWNER will provide labor and supervision to remove old starters and install and wire the new VFD's in the current Control Panel with assistance from GREENWAY

MODIFICATIONS TO THE AEROBIC BLOWER CONTROLS

GREENWAY shall provide all Programming and Commissioning as required to facilitate the desired operation for the Aerobic Blower system. This will require modifications to the HMI and PAC programs. Changing the process from time based control to use the Dissolved Oxygen (DO) level in the basin to control the blower operation.

Christopher Farinacci
Superintendent
Waste Water Treatment Plant
Pittsburg, Kansas 66762

Quotation No. JEO-2016-071 rev 3

Change Order 108T

BAR SCREEN CONTROL PANEL REPLACEMENT

GREENWAY shall provide necessary labor, tools, and supervision to install a New Control Panel for the Operation of the Bar Screen. Current Panel has multiple openings exposing the internals to hazardous conditions; wiring within the panel has become fragile and in some cases exposing the conductors to atmosphere.

Control Panel

GREENWAY will provide 1(one) Control Panel to match in size of the current Control Panel, The Panel will include door mounted controls for operation of the Bar Screens independent of the PLC and from each other. The Panel will include New Relays and Motor Contactors sized per the current motor FLA.

Wiring

GREENWAY shall provide necessary labor, tools, and supervision to install new wiring to the limit switches and control stations located at each bar screen. Additional Wiring will be made from the New Control Panel to the Control Cabinet housing the Bar Screen Building PLC.

Work by Others

OWNER will provide labor and supervision to clean the Screens while the old Control Panel is removed and the New Panel installed.

AIRPORT LIFT STATION REBUILD

GREENWAY shall provide necessary labor, tools, and supervision to replace and install a new Control Panel, 120V Transformer and electrical distribution conduit and wiring at the Airport Lift Station.

Electrical Distribution and Motor Wiring

GREENWAY will provide, labor and supervision as required to replace or repairing conduit and cable from the main transfer switch to the new Control Panel and Motors.

Specifications

- * 90°C-rated copper conductors, derated per NEC Article 310-16, Note 8
 - * Galvanized rigid conduit
 - * Liquid-tight flexible metal conduit at each motor termination
- Control wiring will be installed in separate conduit(s) from control and communication wiring

Christopher Farinacci
Superintendent
Waste Water Treatment Plant
Pittsburg, Kansas 66762

Quotation No. JEO-2016-071 rev 3

Change Order 108T

120V Transformer

GREENWAY will provide, 1(one) new 120V transformer to power all control systems and lighting.

Control Panel

GREENWAY will provide, 1(one) new Stainless NEMA 4X control panel to house the Compact Logix PLC, Communications, 480V distribution and Motor starters.

LONE-STAR AND ELK LIFT STATION UPGRADES OPTION 2

GREENWAY shall provide necessary labor, tools, and supervision to upgrade the Lone-Star and Elk Lift stations so each location will be able to be monitored and controlled from the main control station at the Waste Water Treatment plant.

Materials

The following items are furnished by GREENWAY:

- Allen Bradley Compact Logix Processor and all required modules to operate the Pumps and monitor equipment
- Ethernet Switch for Connectivity to Waste Water Plant
- HMI Screen Mounted at the Location
- Limit Switches for Intrusion notification
- UPS battery backup
- 24V Power Supply
- Flow Meter – customer specified
 - Clamp on Style
 - Mag Meter

PLC and HMI Controls

GREENWAY shall provide necessary labor, tools, and supervision to program the New PLCs and configure the Ethernet Modules at each location. The HMI and PLC will Monitor Flow Rates., Pump Run Times, Status, Alarms and Set Points. Wet Well Level Status and Alarms. Lift Station Power Status and Alarms.

Flow Meter

GREENWAY shall provide necessary materials for 2 Flow Meters. OWNER is responsible for installation of Mag style meter if chosen over clamp on meter. OWNER has option to use new Meter's at locations with flow meters already installed. GREENWAY will provide drawings and documentation for installation of Mag Style meters if chosen.

Christopher Farinacci
Superintendent
Waste Water Treatment Plant
Pittsburg, Kansas 66762

Quotation No. JEO-2016-071 rev 3

Change Order 108T

DESIGN

GREENWAY shall provide necessary material, labor, tools, and supervision to provide, Power 1-Line Drawings, Panel Schedules, Conduit & Cable Schedules, Communication Diagrams and IO System Diagrams. The drawing additions will be added to the original set of drawings and updated to include all new additions.

MOBILIZATION

Mobilization and de-mobilization of personnel is included.

GENERAL

WARRANTY

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.

TERMS

WE PROPOSE hereby to furnish material and labor - complete in accordance with these specifications.

Purchase Options-

OPTION 1-

- **Airport Lift Station rebuilds**
- **Pump House VFD's**
- **Barscreen Control Panel**
- **Aerobic Blower Controls**

OPTION 2- Add

- **Lone-star Lift Station PLC Upgrade**
- **Elk Lift Station PLC Upgrade**

Christopher Farinacci
 Superintendent
 Waste Water Treatment Plant
 Pittsburg, Kansas 66762

Quotation No. JEO-2016-071 rev 3

Change Order 108T

OPTION 1	\$ 81,500.00
ADD OPTION 2	\$ 39,800.00
SUB TOTAL	\$ 121,300.00
ADD BOND	\$ 1,220.00
TOTAL	\$ 122,520.00

ONE HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED AND THIRTEEN & ⁰⁰/₁₀₀ DOLLARS

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 07/21/2016

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.

Signature _____ Date _____



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4100

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: TROY GRAHAM
City Planner

DATE: August 16, 2016

SUBJECT: Agenda Item – August 23, 2016
Kansas Crossing Subdivision Plat

The Planning and Zoning Commission will hold a meeting on August 22nd, 2016 to review the final plat of the Kansas Crossing Subdivision. Professional Engineering Consultants (PEC), on behalf of James Walker and Kansas Crossing Casino, has submitted a plat for review of the 134 acres that was an island annexation to the City of Pittsburg. The proposed plat contains three (3) lots that will allow for future development of the property.

After reviewing the plat, the Planning and Zoning Commission will vote to either recommend the plat to the City Commission for approval or to table the plat for further updates. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 23rd, 2016. I will report the Planning and Zoning Commission's findings to the City Commission at that time. Action necessary will be approval or disapproval of the plat and, if approved, authorize the Mayor and City Clerk to sign on behalf of the City of Pittsburg.

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

Attachment: Final Plat

KANSAS CROSSING SUBDIVISION

PART OF THE SE 1/4 OF SEC 18-T31S-R25E

LAND SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF KANSAS, DO HEREBY CERTIFY THAT THE FOLLOWING DESCRIBED TRACT OF LAND WAS SURVEYED ON AUGUST 22, 2014 AND THE ACCOMPANYING PLAT, "KANSAS CROSSING ADDITION", WAS PREPARED AND THAT ALL THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PROPERTY DESCRIPTION:

A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION EIGHTEEN (18), TOWNSHIP THIRTY ONE (31) SOUTH, RANGE TWENTY FIVE (25) EAST OF THE SIXTH PRINCIPAL MERIDIAN, CRAWFORD COUNTY, KANSAS, BEING DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE SOUTH 88 DEGREES 21 MINUTES 36 SECONDS WEST (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM NAD 83 SOUTH ZONE) ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4) A DISTANCE OF 738.80 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF HIGHWAY 69, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 21 MINUTES 36 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 591.70 FEET TO THE NORTH 16TH CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE SOUTH 88 DEGREES 21 MINUTES 43 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 1332.02 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE SOUTH 02 DEGREES 03 MINUTES 55 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER (SE 1/4) A DISTANCE OF 2562.51 FEET TO THE NORTHERLY RIGHT OF WAY OF HIGHWAY 400; THENCE NORTH 87 DEGREES 53 MINUTES 30 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 2366.18 FEET; THENCE NORTH 45 DEGREES 40 MINUTES 55 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY, ALSO BEING THE WESTERLY RIGHT OF WAY OF HIGHWAY 69 A DISTANCE OF 225.76 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 54 SECONDS WEST ALONG THE WESTERLY RIGHT OF WAY OF HIGHWAY 69 A DISTANCE OF 226.40 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 3719.83 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND RIGHT OF WAY AN ARC DISTANCE OF 1568.93 FEET, CHORD TO SAID CURVE BEING 1556.19 FEET ON A BEARING OF NORTH 14 DEGREES 02 MINUTES 47 SECONDS WEST; THENCE NORTH 26 DEGREES 24 MINUTES 59 SECONDS WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 709.07 FEET TO THE POINT OF BEGINNING. ENCOMPASSING 137.83 ACRES.

ALL PUBLIC EASEMENTS LYING WITHIN THE ABOVE DESCRIBED TRACT OF LAND ARE HEREBY VACATED AND REPLATTED BY VIRTUE OF KSA 12-512(B) AMENDED.

DAVID J. ROBINSON II, P.L.S. NO. 1400
 PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
 104 SOUTH PINE, PITTSBURG, KS 66762
 PHONE: (620) 235-0195

STATE OF KANSAS)
 COUNTY OF CRAWFORD) SS
 CITY OF PITTSBURG)

BE IT REMEMBERED THAT ON _____, 2016, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE CAME DAVID J. ROBINSON II, TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND DULY ACKNOWLEDGED THE EXECUTION OF THE SAME IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC _____

SURVEY REVIEW CERTIFICATION

THIS SURVEY HAS BEEN REVIEWED AND APPROVED FOR FILING, PURSUANT TO K.S.A. 58-2005 FOR CONTENT ONLY AND IS IN COMPLIANCE WITH THIS ACT. NO OTHER WARRANTIES ARE EXTENDED OR IMPLIED.

DATED _____, 2016.

RONALD K. ALBERTINI, PLS 823

COUNTY TREASURER CERTIFICATE

STATE OF KANSAS)
 COUNTY OF CRAWFORD) SS
 CITY OF PITTSBURG)

I DO HEREBY CERTIFY THAT AT THE DATE OF THIS CERTIFICATE ALL CURRENTLY DUE AND OWNING TAXES AND SPECIAL ASSESSMENTS OF ANY KIND ASSESSED AGAINST ANY OF THE LAND INCLUDED WITHIN THIS PLAT HAVE BEEN PAID.

DATED _____, 2016

JOE CRISOLANO, COUNTY TREASURER

CERTIFICATE OF TITLE

THIS PLAT HAS BEEN SUBMITTED TO ME AND THE SUBDIVIDERS, KANSAS CROSSING REAL ESTATE, LC AND KANSAS CROSSING HOTEL, LC OWN ALL OF THE PROPERTY WITHIN THE PLAT IN FEE.
 DATED _____, 2016

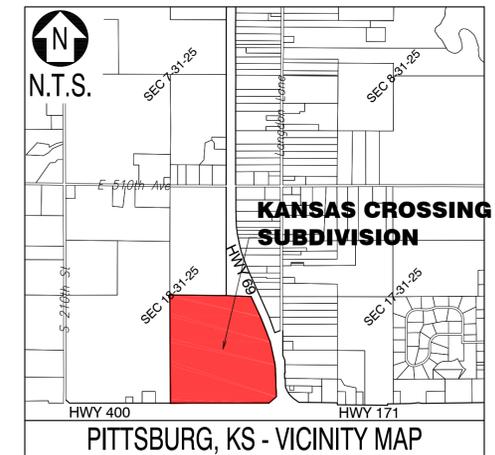
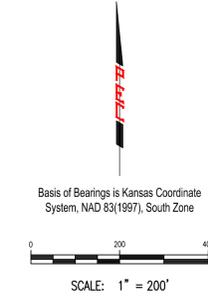
LICENSED TITLE AGENT _____

CITY ENGINEERING CERTIFICATE

THE CITY ENGINEERING DEPARTMENT OF PITTSBURG, KANSAS HAS REVIEWED AND APPROVED THIS PLAT AND ALL PLANS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (WATER, SANITARY SEWER, DRAINAGE, STREETS AND THOROUGHFARES) AND ALL APPURTENANCES THERETO FOR COMPLIANCE TO THE STANDARDS OF THE CITY OF PITTSBURG, KANSAS

DATED _____, 2016.

CITY ENGINEER _____



PLAT DEDICATION

STATE OF _____)
 COUNTY OF _____) SS
 CITY OF _____)

KNOW ALL MEN BY THESE PRESENTS THAT WE, KANSAS CROSSING REAL ESTATE, LC AND KANSAS CROSSING HOTEL, LC, THE UNDERSIGNED PROPERTY OWNERS OF THE LAND AS SET FORTH IN THE LAND SURVEYOR'S CERTIFICATE, HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS AS SHOWN; THE SAME TO BE KNOWN AS KANSAS CROSSING SUBDIVISION, AN ADDITION TO PITTSBURG, CRAWFORD COUNTY, KANSAS. RIGHT OF WAY FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITIES ARE HEREBY GRANTED TO THE PUBLIC FOR THE SPECIFIC USES AS NOTED.

KANSAS CROSSING REAL ESTATE, LC
 JAMES L. WALKER, MANAGER

KANSAS CROSSING HOTEL, LC
 JAMES L. WALKER, MANAGER

STATE OF _____)
 COUNTY OF _____) SS
 CITY OF _____)

BE IT REMEMBERED THAT ON _____, 2016, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE CAME JAMES L. WALKER, TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND DULY ACKNOWLEDGED THE EXECUTION OF THE SAME IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC _____

PLANNING AGENCY CERTIFICATE

I, PATTY HORGAN, CHAIRPERSON OF THE CITY PLANNING AND ZONING COMMISSION OF PITTSBURG, KANSAS DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS DULY APPROVED BY THE CITY PLANNING AND ZONING COMMISSION OF PITTSBURG, KANSAS DATED _____, 2016.

PATTY HORGAN, CHAIRPERSON

CITY COMMISSION CERTIFICATE

STATE OF KANSAS)
 COUNTY OF CRAWFORD) SS
 CITY OF PITTSBURG)

THIS PLAT AND ALL DEDICATIONS SHOWN HEREON IS APPROVED AND IS HEREBY ACCEPTED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS DATED _____, 2016.

ATTEST:

JOHN KETTERMAN, MAYOR

TAMMY NAGEL, CITY CLERK

FILING RECORD

STATE OF KANSAS)
 COUNTY OF CRAWFORD) SS
 CITY OF PITTSBURG)

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILLED FOR RECORD IN THE OFFICE OF THE CRAWFORD COUNTY REGISTER OF DEEDS ON THIS _____ DAY OF _____, 2016, AT _____ O'CLOCK A.M./P.M AND IS DULY RECORDED IN BOOK _____ OF PLATS AT PAGE _____.

REGISTER OF DEEDS _____

City of Pittsburg
 Crawford County, Kansas

"KANSAS CROSSING SUBDIVISION"

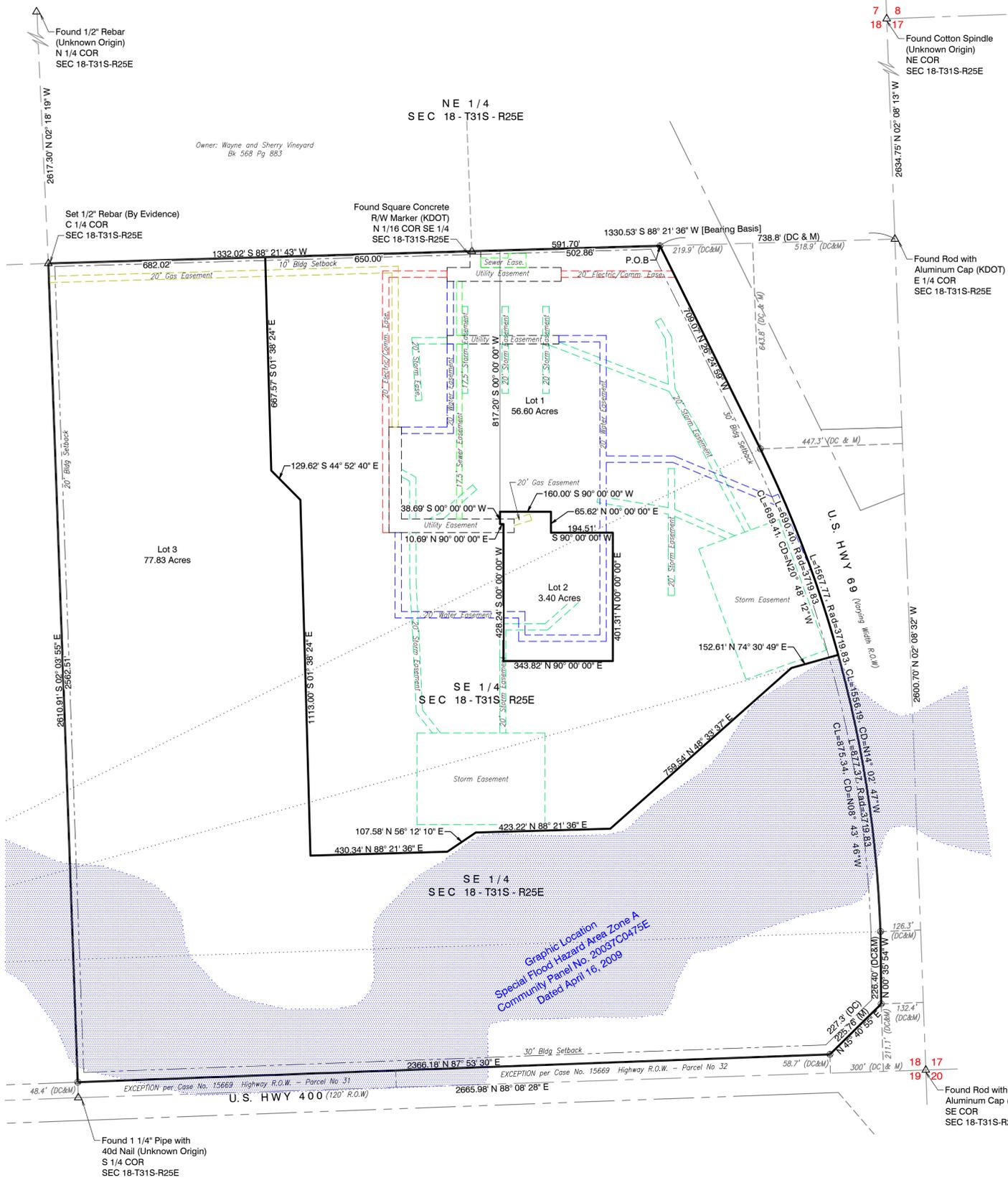
OVERALL VIEW AND LOT DIMENSIONS

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
 104 SOUTH PINE PITTSBURG, KS 66762
 620-235-0195 www.pec1.com

Checked by DJR	Date August 10, 2016	Sht 1 of 2
Drawn by KJV	Job No. 15E38-005	

LEGEND

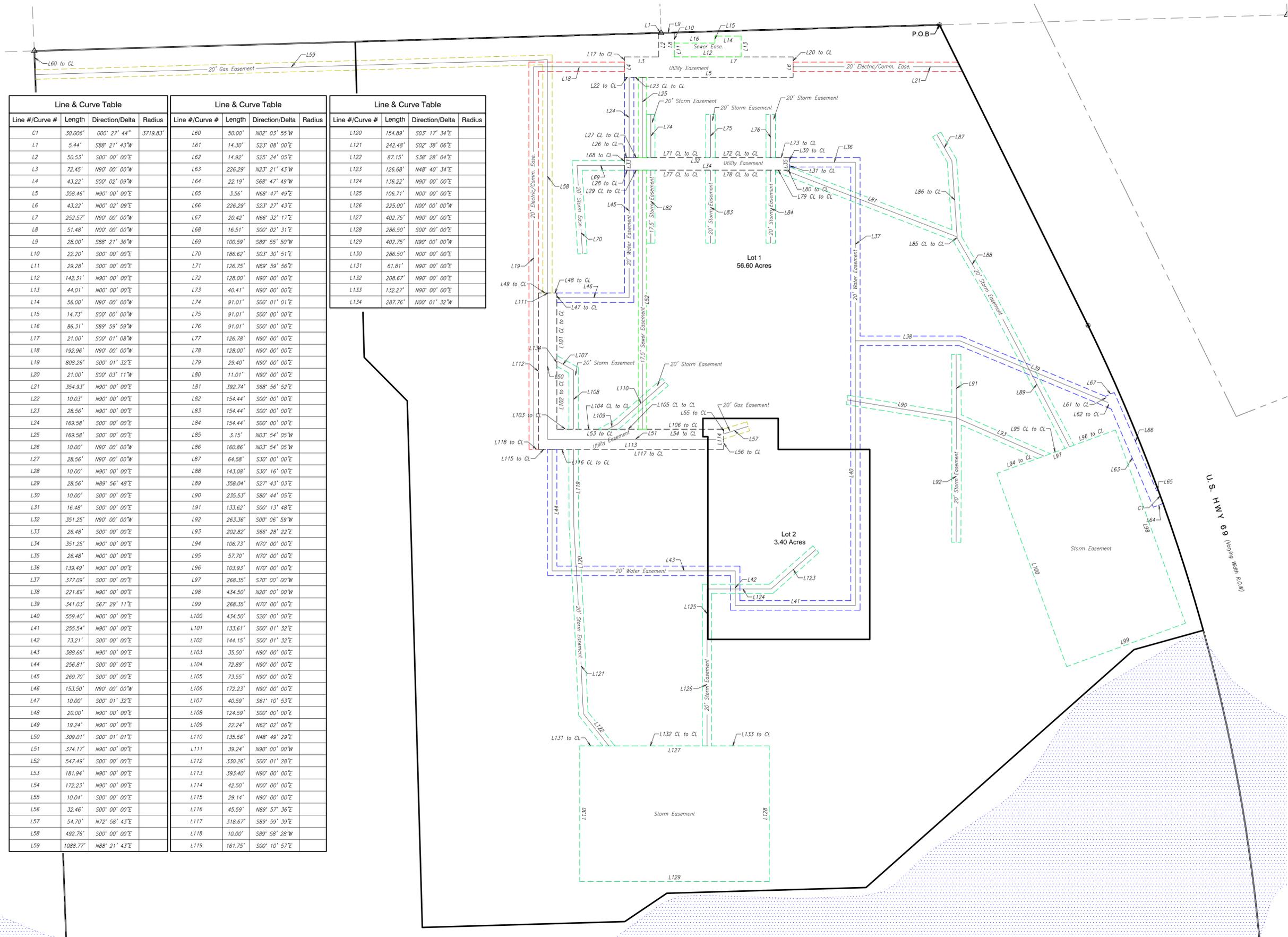
⊙	SET 1/2" x 24" REBAR W/PLASTIC CAP IN CONC
(M)	MEASURED INFORMATION
(R)	RECORD INFORMATION
(D)	DEED INFORMATION
(U.O.)	UNKNOWN ORIGIN
(DC)	DISTRICT COURT CASE
BK	BOOK
PG	PAGE



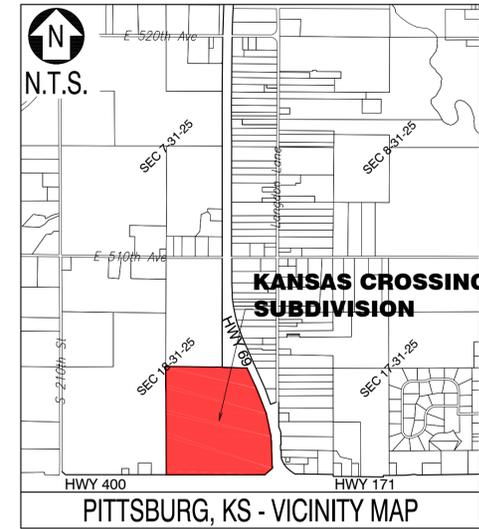
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KANSAS CROSSING SUBDIVISION

PART OF THE SE 1/4 OF SEC 18-T31S-R25E



Line & Curve Table				Line & Curve Table				Line & Curve Table			
Line #/Curve #	Length	Direction/Delta	Radius	Line #/Curve #	Length	Direction/Delta	Radius	Line #/Curve #	Length	Direction/Delta	Radius
C1	30.006'	000° 27' 44"	3719.83'	L60	50.00'	N02° 03' 55"W		L120	154.89'	S03° 17' 34"E	
L1	5.44'	S88° 21' 43"W		L61	14.30'	S23° 08' 00"E		L121	242.48'	S02° 38' 06"E	
L2	50.53'	S00° 00' 00"E		L62	14.92'	S25° 24' 05"E		L122	87.15'	S38° 28' 04"E	
L3	72.45'	N90° 00' 00"W		L63	226.29'	N23° 21' 43"W		L123	126.68'	N48° 40' 34"E	
L4	43.22'	S00° 02' 09"W		L64	22.19'	S68° 47' 49"W		L124	136.22'	N90° 00' 00"E	
L5	358.46'	N90° 00' 00"E		L65	3.56'	N68° 47' 49"E		L125	106.71'	N00° 00' 00"E	
L6	43.22'	N00° 02' 09"E		L66	226.29'	S23° 27' 43"E		L126	225.00'	N00° 00' 00"W	
L7	252.57'	N90° 00' 00"W		L67	20.42'	N66° 32' 17"E		L127	402.75'	N90° 00' 00"E	
L8	51.48'	N00° 00' 00"W		L68	16.51'	S00° 02' 31"E		L128	286.50'	S00° 00' 00"E	
L9	28.00'	S88° 21' 36"W		L69	100.59'	S89° 55' 50"W		L129	402.75'	N90° 00' 00"W	
L10	22.20'	S00° 00' 00"E		L70	186.62'	S03° 30' 51"E		L130	286.50'	N00° 00' 00"E	
L11	29.28'	S00° 00' 00"E		L71	126.75'	N89° 59' 56"E		L131	61.81'	N90° 00' 00"E	
L12	142.31'	N90° 00' 00"E		L72	128.00'	N90° 00' 00"E		L132	208.67'	N90° 00' 00"E	
L13	44.01'	N00° 00' 00"E		L73	40.41'	N90° 00' 00"E		L133	132.27'	N90° 00' 00"E	
L14	56.00'	N90° 00' 00"W		L74	91.01'	S00° 01' 01"E		L134	287.76'	N00° 01' 32"W	
L15	14.73'	S00° 00' 00"W		L75	91.01'	S00° 00' 00"E					
L16	86.31'	S89° 59' 59"W		L76	91.01'	S00° 00' 00"E					
L17	21.00'	S00° 01' 08"W		L77	126.78'	N90° 00' 00"E					
L18	192.96'	N90° 00' 00"W		L78	128.00'	N90° 00' 00"E					
L19	808.26'	S00° 01' 32"E		L79	29.40'	N90° 00' 00"E					
L20	21.00'	S00° 03' 11"W		L80	11.01'	N90° 00' 00"E					
L21	354.83'	N90° 00' 00"E		L81	392.74'	S68° 56' 52"E					
L22	10.03'	N90° 00' 00"E		L82	154.44'	S00° 00' 00"E					
L23	28.56'	N90° 00' 00"E		L83	154.44'	S00° 00' 00"E					
L24	169.58'	S00° 00' 00"E		L84	154.44'	S00° 00' 00"E					
L25	169.58'	S00° 00' 00"E		L85	3.15'	N03° 54' 05"W					
L26	10.00'	N90° 00' 00"W		L86	160.86'	N03° 54' 05"W					
L27	28.56'	N90° 00' 00"W		L87	64.58'	S30° 00' 00"E					
L28	10.00'	N90° 00' 00"E		L88	143.08'	S30° 16' 00"E					
L29	28.56'	N89° 56' 48"E		L89	358.04'	S27° 43' 03"E					
L30	10.00'	S00° 00' 00"E		L90	235.53'	S80° 44' 05"E					
L31	16.48'	S00° 00' 00"E		L91	133.62'	S00° 13' 48"E					
L32	351.25'	N90° 00' 00"W		L92	263.36'	S00° 06' 59"W					
L33	26.48'	S00° 00' 00"E		L93	202.82'	S66° 28' 22"E					
L34	351.25'	N90° 00' 00"E		L94	106.73'	N70° 00' 00"E					
L35	26.48'	N00° 00' 00"E		L95	57.70'	N70° 00' 00"E					
L36	139.49'	N90° 00' 00"E		L96	103.93'	N70° 00' 00"E					
L37	377.09'	S00° 00' 00"E		L97	268.35'	S70° 00' 00"W					
L38	221.69'	N90° 00' 00"E		L98	434.50'	N20° 00' 00"W					
L39	341.03'	S67° 29' 11"E		L99	268.35'	N70° 00' 00"E					
L40	559.40'	N00° 00' 00"E		L100	434.50'	S20° 00' 00"E					
L41	255.54'	N90° 00' 00"E		L101	133.61'	S00° 01' 32"E					
L42	73.21'	S00° 00' 00"E		L102	144.15'	S00° 01' 32"E					
L43	388.66'	N90° 00' 00"E		L103	35.50'	N90° 00' 00"E					
L44	256.81'	S00° 00' 00"E		L104	72.89'	N90° 00' 00"E					
L45	269.70'	S00° 00' 00"E		L105	73.55'	N90° 00' 00"E					
L46	153.50'	N90° 00' 00"W		L106	172.23'	N90° 00' 00"E					
L47	10.00'	S00° 01' 32"E		L107	40.59'	S61° 10' 53"E					
L48	20.00'	N90° 00' 00"E		L108	124.59'	S00° 00' 00"E					
L49	19.24'	N90° 00' 00"E		L109	22.24'	N62° 02' 06"E					
L50	309.01'	S00° 01' 01"E		L110	135.56'	N48° 49' 29"E					
L51	374.17'	N90° 00' 00"E		L111	39.24'	N90° 00' 00"W					
L52	547.49'	S00° 00' 00"E		L112	330.26'	S00° 01' 28"E					
L53	181.94'	N90° 00' 00"E		L113	393.40'	N90° 00' 00"E					
L54	172.23'	N90° 00' 00"E		L114	42.50'	N00° 00' 00"E					
L55	10.04'	S00° 00' 00"E		L115	29.14'	N90° 00' 00"E					
L56	32.46'	S00° 00' 00"E		L116	45.59'	N89° 57' 36"E					
L57	54.70'	N72° 58' 43"E		L117	318.67'	S89° 59' 39"E					
L58	492.76'	S00° 00' 00"E		L118	10.00'	S89° 58' 28"W					
L59	1088.77'	N88° 21' 43"E		L119	161.75'	S00° 10' 57"E					



ADDITIONAL NOTES

PROPERTY RIGHTS AND ADDITIONAL EASEMENTS ARE DEFINED IN THE SEPARATELY FILED AGREEMENTS RECORDED IN BOOK 623 PAGE 304 AND BOOK 623 PAGE 305. RECIPROCAL EASEMENTS FOR INGRESS, EGRESS, AND OTHER OPERATIONS ARE DEFINED IN THE DOCUMENT.

THIS TRACT CONTAINS 137.83 ACRES.

PLAT CLOSURE - 1: 1089493

PROPERTY DESCRIPTION IS A NEW METES AND BOUNDS DESCRIPTION CREATED USING - CHICAGO TILE INSURANCE COMPANY COMMITMENT NO. SNO37817 DATED JULY 10, 2014.

BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 18-T31S-R25E, BEING S 88°21'36" E PER THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE.

ALL DISTANCES ARE MEASURED UNLESS NOTED OTHERWISE.

BY GRAPHIC PLOTTING ONLY, A PORTION OF THE SUBJECT PROPERTY DOES LIE WITHIN A DESIGNATED FLOOD ZONE, PER F.E.M.A. FIRM COMMUNITY PANEL NUMBER 20037C 0475E, DATED APRIL 16, 2009.

VERTICAL DATUM IS NAVD 88 [US SURVEY FEET] (5.34' BELOW CITY DATUM) BASED ON NGS MONUMENT "PITTSBURG" HAVING AN ELEVATION OF 941.33. SITE BENCHMARK IS A CHISELED SQUARE ON THE NORTH END OF THE HEADWALL OF A DOUBLE RCB ON THE WEST SIDE OF HIGHWAY 69 APPROXIMATELY 600 FEET NORTH OF THE INTERSECTION WITH HIGHWAY 400 - SITE BENCHMARK ELEVATION = 898.320.

City of Pittsburg
Crawford County, Kansas

"KANSAS CROSSING SUBDIVISION"

EASEMENT DETAILS
(ELECTRIC/COMMUNICATION, GAS, SEWER, WATER, STORM, AND UTILITY)

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
104 SOUTH PINE PITTSBURG, KS 66762
620-235-0195 www.pec1.com

Checked by DJR	Date August 10, 2016	Sht 2 of 2
Drawn by KJV	Job No. 15E38-005	

Sheet 08 of 15 - 2016 5:45:51 PM 1:05
 Drawn by DJR 8/10/16 4:21:19 PM
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DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4100

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: TROY GRAHAM
City Planner

DATE: August 16, 2016

SUBJECT: Agenda Item – August 23, 2016
Miller Addition Plat

The Planning and Zoning Commission will hold a meeting on August 22nd, 2016 to review the final plat of the Miller Addition to Pittsburg, Kansas. Ozark Civil Engineering will be submitting the plat on behalf of Norman Miller and Tractor Supply Company to subdivide approximately 6 acres of land near the 2800 Block of North Broadway. The proposed plat contains four (4) lots that will allow for future development of the area as well as a future West 28th Street to be constructed as part of the Tractor Supply development.

After reviewing the plat, the Planning and Zoning Commission will vote to either recommend the plat to the City Commission for approval or to table the plat for further updates. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 23rd, 2016. I will report the Planning and Zoning Commission's findings to the City Commission at that time. Action necessary will be approval or disapproval of the plat and, if approved, authorize the Mayor and City Clerk to sign on behalf of the City of Pittsburg.

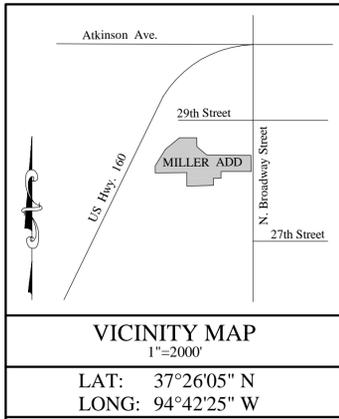
If you have any questions concerning this matter, please do not hesitate to contact me.

Attachment: Final Plat

FINAL PLAT

MILLER ADDITION

Part of the Northeast Quarter of Section 18, T 30 S, R 25 E, 6th Principal Meridian, City of Pittsburg, Crawford County, Kansas.



BASIS OF BEARING:
KANSAS STATE PLANE GRID, SOUTH ZONE, NAD 83.
CONTROL STATION: PTA A
1,618,999.95 (N) 2,406,052.89 (E) (SURVEY FEET)
COMBINED FACTOR: 0.99992958
DATE OF ADJUSTMENT: JUNE 2012

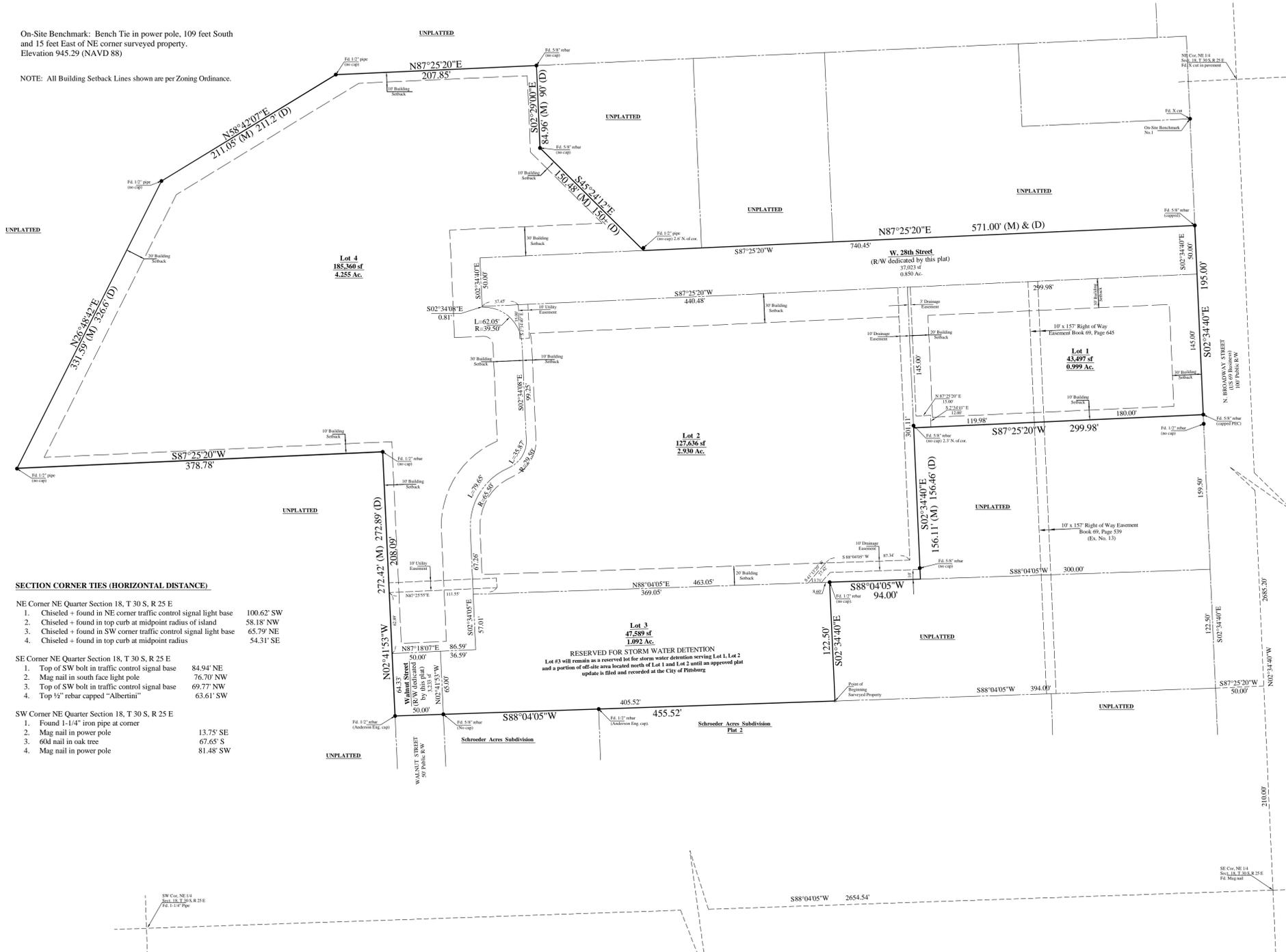
NOTE: North shown is Grid North according to the Kansas State Plane Grid, South Zone, NAD 83.



Description of property as surveyed:
A tract of land in the Northeast Quarter of Section 18, Township 30 South, Range 25 East of the 6th P.M., City of Pittsburg, Crawford County, Kansas, more particularly described as follows:
Commencing at the Southeast corner of said Northeast Quarter; thence North 2°34'40" West, 210.00 feet along the East line of said Northeast Quarter; thence South 87°25'20" West, 50.00 feet to a point on the West right of way of N. Broadway Street (US Hwy 69, Business); thence South 88°04'05" West, 394.00 feet parallel with the South line of said Northeast Quarter to the point of beginning; thence continuing South 88°04'05" West, 455.52 feet to a found 1/2" rebar with Anderson Engineering cap; thence North 2°41'53" West, 272.42 feet (measured), 272.89 feet (deed) to a found 1/2" rebar (no cap); thence South 87°25'20" West, 378.78 feet to a found 1/2" rebar (no cap); thence North 26°48'42" East, 331.59 feet (measured), 326.6 feet (deed) to a found 1/2" pipe (no cap); thence North 58°42'07" East, 211.05 feet (measured), 211.2 feet (deed) to a found 1/2" pipe (no cap); thence North 87°25'20" East, 207.85 feet to a found 5/8" rebar (no cap); thence South 2°29'00" East, 84.96 feet (measured), 90 feet (deed) to a found 5/8" rebar (no cap); thence South 45°24'12" East, 150.48 feet (measured) 150' more or less (deed); thence North 87°25'20" East, 571.00 feet (measured and deed) to a point on said West right of way of N. Broadway Street; thence South 2°34'40" East, 195.00 feet along said West right of way to a found 5/8" (illegible cap); thence South 87°25'20" West, 299.98 feet (measured), 300.00 feet (deed); thence South 2°34'40" East, 156.11 feet (measured), 156.46 feet (deed); thence South 88°04'05" West, 94.00 feet to a found 1/2" rebar (no cap); thence South 2°34'40" East, 122.50 feet (measured and deed) to the point of beginning;
Contains 444,337 square feet or 10.201 acres of land, more or less. (Error of closure = 1:330,022)

On-Site Benchmark: Bench Tie in power pole, 109 feet South and 15 feet East of NE corner surveyed property.
Elevation 945.29 (NAVD 88)

NOTE: All Building Setback Lines shown are per Zoning Ordinance.



SECTION CORNER TIES (HORIZONTAL DISTANCE)

- NE Corner NE Quarter Section 18, T 30 S, R 25 E**
- Chiseled - found in NE corner traffic control signal light base 100.62' SW
 - Chiseled - found in top curb at midpoint radius of island 58.18' NW
 - Chiseled - found in SW corner traffic control signal light base 65.79' NE
 - Chiseled - found in top curb at midpoint radius 54.31' SE
- SE Corner NE Quarter Section 18, T 30 S, R 25 E**
- Top of SW bolt in traffic control signal base 84.94' NE
 - Mag nail in south face light pole 76.70' NW
 - Top of SW bolt in traffic control signal base 69.77' NW
 - Top 1/2" rebar capped "Albertini" 63.61' SW
- SW Corner NE Quarter Section 18, T 30 S, R 25 E**
- Found 1-1/4" iron pipe at corner 13.75' SE
 - Mag nail in power pole 67.65' S
 - 60d nail in oak tree 81.48' SW
 - Mag nail in power pole 81.48' SW

RESERVED FOR STORM WATER DETENTION
Lot #3 will remain as a reserved lot for storm water detention serving Lot 1, Lot 2 and a portion of off-site area located north of Lot 1 and Lot 2 until an approved plat update is filed and recorded at the City of Pittsburg

OWNER'S CERTIFICATE AND DEDICATION:
Norman E. Miller and Nancy R. Miller hereby certify that they are the owners of the land described on this Final Plat of MILLER ADDITION, an addition to the City of Pittsburg, Crawford County, Kansas and they have caused the same to be surveyed and platted as shown on this Final Plat, which Plat represents a correct survey of all property included therein and being a part of the Northeast Quarter, Section 18, Township 30 South, Range 25 East of the 6th Principal Meridian, Crawford County, Kansas.

They further certify that they do hereby dedicate to the public all easements and rights of way as shown on said Plat to the use of the public forever, and have caused the same to be released from all encumbrances.

In witness whereof, the undersigned have caused this instrument to be executed on this _____ day of _____, 2016.

Norman E. Miller _____ Nancy R. Miller _____

STATE OF KANSAS }
COUNTY OF CRAWFORD } SS

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2016, personally appeared Norman E. Miller and Nancy R. Miller, to me known to be the identical persons who executed this instrument and duly acknowledged the execution of the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Notary Public: _____

My commission expires: _____

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE:
I, the undersigned, a Professional Land Surveyor in the State of Kansas, do hereby certify that the Final Plat of MILLER ADDITION, an addition to the City of Pittsburg, Crawford County, Kansas, represents a survey made under my direct supervision and that this plat is an accurate representation of said survey and that all monuments shown hereon actually exist and their positions are accurate to the best of my knowledge.
I further certify that this plat and the survey on which it is based, meet the Kansas Minimum Standards for Boundary Surveys.

Witness my hand and seal this _____ day of _____, 2016.

Richard L. Dayton, P.L.S. No. 972

CERTIFICATE OF TITLE:
STATE OF KANSAS }
COUNTY OF CRAWFORD } SS

Be it known that this plat has been submitted to me, and the subdividers, Norman E. Miller and Nancy R. Miller own all of the property within the boundary of this plat in fee.
Signed this _____ day of _____, 2016.

By: _____ Title: _____

REVIEW SURVEYORS CERTIFICATE:
STATE OF KANSAS }
COUNTY OF CRAWFORD } SS

I hereby certify that the review of this plat was found to be in compliance with the requirements of K.S.A. 58-2005.
Signed this _____ day of _____, 2016.

By: _____

CERTIFICATE OF PLANNING COMMISSION:
STATE OF KANSAS }
COUNTY OF CRAWFORD } SS

This plat of MILLER ADDITION has been submitted to and approved by the Pittsburg Planning Commission, Pittsburg Kansas, on the _____ day of _____, 2016.

Patty Horgan, Chairperson _____ Andrea Holtzman, Secretary _____

CERTIFICATE OF CITY COMMISSION:
STATE OF KANSAS }
COUNTY OF CRAWFORD } SS

The dedications shown on this plat are hereby accepted by the City Commission of Pittsburg, Kansas on this _____ day of _____, 2016.

Tammy Nagle, City Clerk _____ John Ketterman, Mayor _____

COUNTY TREASURER'S CERTIFICATE:
STATE OF KANSAS }
COUNTY OF CRAWFORD } SS

I do hereby certify that there are no delinquent general taxes, no unpaid current general taxes, no unpaid forfeited taxes and no redeemable tax sales against any of the land included in this plat. I further certify that I have received all statutory fees in connection with this plat.
Signed this _____ day of _____, 2016.

Crawford County Treasurer _____

CERTIFICATE OF REGISTER OF DEEDS:
STATE OF KANSAS }
COUNTY OF CRAWFORD } SS

This is to certify that this instrument was filed for record in the Crawford County Register of Deeds Office on this _____ day of _____, 2016 at _____, and is duly recorded in Book _____ at Page _____.

Register of Deeds _____

Zark
Civil Engineering Inc.

3214 N.W. AVIGNON WAY, SUITE 4
BENTONVILLE, AR 72712
479.464.8850 | OFFICE 479.464.9040 | FAX

DATE OF FIELD SURVEY - June 10, 2016	
SCALE: 1"=60'	
DRAWN BY: RD	DATE: August 1, 2016
FIELD CREW: Indian Creek	DRAWING NO. S160402
CHECKED BY: RLD	SHEET 1 OF 1



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works/City Engineer

DATE: August 18, 2016

SUBJECT: Agenda Item – August 23, 2016
Public Improvement Agreement with PittsburgT LLC

PittsburgT LLC is a land developer for Tractor Supply Company ('TSC'). As part of the development, PittsburgT LLC will be extending public utilities as well as a new roadway in order to access the development. PittsburgT LLC will construct the new 28th Street to the City's standards and the City will take over ownership and maintenance of the new roadway once construction has been completed and accepted. City staff has reviewed and approved the proposed roadway design and specifications.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 23, 2016. Action necessary will be approval or disapproval of the agreement and, if approved, authorize the Mayor and City Clerk to sign this agreement on behalf of the City.

Attachment: Agreement

Public Improvement Agreement

THIS AGREEMENT is made and entered on the 23rd day of August, 2016 (“the Effective Date”), by and between the **CITY OF PITTSBURG, KANSAS**, hereinafter called the “**CITY**” and PittsburgT LLC, hereinafter called the “**DEVELOPER**”.

WHEREAS, the Developer intends to acquire fee simple title to a certain parcel of the Millers’ property described on Exhibit A attached hereto in order to construct a 19,907 square foot Tractor Supply Company (“TSC”) retail store and related improvements, and Norman R. and Nancy R. Miller (“the Millers”) intend to dedicate the necessary right of way for the construction of 28th Street from the western edge of US 69 (Business) a/k/a North Broadway to the western edge of the parcel that the Developer intends to acquire; and

WHEREAS, Developer has agreed to construct a public street (“the Public Street”) in the right-of-way area dedicated by the Millers pursuant to the terms of this Public Improvement Agreement; and

WHEREAS, the City has agreed to pay to Developer the sum of \$20,000.00 as set forth herein.

The City and Developer hereby mutually agree and covenant:

- (1) The Public Street will be, and Developer will construct, approximately 758 linear feet of asphalt paving with concrete curb and gutter of 31 foot wide from back of curb to back of curb all within the proposed public right-of-way pursuant to the Construction Plans approved by the City and attached hereto as Exhibit B (“the Construction Plans”). The minimum design of the asphaltic concrete street shall include 6” of aggregate base, 7” of asphaltic base, and 2” of asphaltic surface.

The work to be provided by Developer will include excavation embankment, compaction, street paving, curb and gutter, a concrete approach at the intersection with US 69 (Business), inlets, storm sewers as approved by the City’s Planning and Zoning Committee on July 25, 2016, final grading and cleanup (collectively the “Public Improvements”).

Developer and City will jointly pursue, and cooperate with each other to obtain as quickly as possible, the access permit and KDOT approval of the intersection with the Public Street and US 69 Business.

- (2) The Developer will submit for the review and approval of the City drawings and plans to govern the street and storm sewer construction. These documents shall be sealed by an Engineer licensed to practice in the State of Kansas, and shall include, as a minimum, the information outlined in Exhibit B. The City will respond within five (5) calendar days of receipt of this information.
- (3) The Developer retains the option at its sole discretion to hire an independent inspector (“Independent Inspector”) at Developer’s sole expense. If so hired by Developer, the Independent Inspector may:
 - Review all plans and specifications as approved by the City.
 - Inspect Developer’s setting of stakes to establish lines, grades and slopes for the Public Street to assure compliance with the Construction Plans.
 - Inspect the grading and compaction as performed by Developer.
 - Inspect the materials for, and installation of, the base.
 - Inspect the materials for, and installation of, all paving for the Public Street including curbs and gutters.
 - Inspect the materials for, and installation of, all Public Improvements
 - Make final inspection after completion of all work to construct and install the Public Improvements.
 - Prepare and issue such reports as requested by Developer.

The City shall inspect and review the construction and testing performed by the Developer for compliance with the plans and specifications. The City’s inspector will be Greg Hardister (Engineering Supervisor) or Jacob Reagan (Engineering Technician) in the absence of Greg Hardister. The City Inspector will issue a written report to Developer, Developer’s General Contractor and City within three (3) calendar days of the completion of Developer’s construction activities of the Public Improvements. The substance of the written reports will be a measurement of Developer’s compliance with the Construction Plans. The City Inspector will deliver these written reports by email to Rick Wilson as the representative of Developer and to the Public Works Director, Cameron Alden, as the representative of the City. In the event that the City Inspector’s report concludes that the Developer’s performance is not in compliance with the Construction Plans, it will be the responsibility of Developer to take all reasonable and necessary actions as quickly as practical under the circumstances to bring its construction activities for the Public Improvements into compliance with the Construction Plans. The City Inspector will be provided at the City’s sole expense.

- (4) The Developer, its agents, representatives and subcontractors shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- a. All personnel on the site and all other persons who may be affected thereby;
- b. All the work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Developer or any of its agents, representatives or subcontractors; or
- c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement.

The Developer, its agents, representatives and subcontractors shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Developer, his agents, representatives and subcontractors shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations, as well as notifying owners and users of adjacent utilities.

- (5) The Developer shall cause to be filed with the City Clerk, prior to the start of any work, a copy of the declarations sheet the Developer's, and any of Developer's agents or subcontractors actually performing work on the site, general public liability and property insurance policies. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person as the result of any one occurrence, and a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons as the result of any one occurrence, and with a limit liability of not less than \$1,000,000 for all property damage sustained by one or more persons due to any one occurrence. The City shall be named as an additional insured on the certificate, and the certificate shall also state that coverage may not be cancelled nor materially altered without at least ten days advance written notice to the City.
- (6) The Developer shall also cause to be filed with the City Clerk, prior to the start of any work, and any of the Developer's agents, or subcontractors actually performing work on the site, certificates of workers compensation insurance policies, including occupational disease coverage, confirming coverage for all workers employed or working at the site in accordance with the provisions of the laws of the State of Kansas.

- (7) The Developer shall indemnify, defend, and hold the City, its agents, employees, officers and representatives harmless from all claims, damages, expenses and losses arising out of the performance of the work including, but not limited to, any intentional and negligent acts, errors or omissions of the Developer or Developer's agents or subcontractors.
- (8) The City shall pay the Developer \$20,000 upon submission of the final report from the City Inspector that the Public Improvements were completed in compliance with the Construction Plans. The City's payment obligation is further contingent upon receipt of all waivers, lien releases and affidavits required to be furnished by Developer in paragraph 10. Developer will prepare and submit an invoice for \$20,000 to the Public Works Director, Cameron Alden, as representative of the City, and City will pay such invoice within ten (10) calendar days of receipt of the same. In the event City does not pay in full the \$20,000 within ten (10) calendar days of receipt of Developer's invoice, City hereby waives any claim of sovereign immunity or any other defense to payment of such amount in the event Developer files an action for collection of the same in a court of competent jurisdiction.
- (9) Upon receipt of the final report from the City Inspector attesting to the completion of the Public Improvements in compliance with the Construction Plans and receipt by the City of all waivers, lien releases, and affidavits required to be furnished by the Developer in paragraph 10, the City will immediately and forever more be solely and exclusively liable and responsible for all maintenance, repair, replacement, and/or improvement of all the Public Improvements to assure Developer and the public that the conditions of the Public Improvements will always remain at the same level of functionality, performance and visual acuity as when delivered by Developer and approved by City.
- (10) At the time of the final report by the City Inspector, the Developer will furnish notarized waivers and releases of lien on the form attached hereto as Exhibit D from all manufacturers, material men, subcontractors and others furnishing services or materials for the work. City will provide true and accurate copies of all executed lien waivers it receives to Developer within three (3) calendar days of receipt of same. Developer will also deliver to City a notarized affidavit signed by Developer that all persons providing labor, materials or supplies for the work have been paid in full.
- (11) Any failure by the City to insist, in any one instance or more, upon the performance of any of the terms or conditions of this Agreement shall be limited to the particular instance and shall not operate as a waiver of any future performance obligation or term or condition to be kept and performed

by Developer.

- (12) City and Developer each acknowledge that time is of the essence in the performance of all obligations in this Agreement. Further City and Developer each acknowledge that Developer is operating under a timeline imposed by TSC for the completion and delivery of the retail store and any actions, or lack of action, of either party hereto that impairs Developer's ability to timely deliver the retail store to TSC may cause substantial damages to Developer. Accordingly each party commits to endeavor expedite all actions necessary to fulfill their respective obligations under this Agreement and perform the same in a manner in order to assist Developer to meet the TSC imposed deadline, including submission to voluntary mediation hereafter as set forth in paragraph 13.
- (13) In the event of a disagreement between the City and Developer regarding any items contained in this Agreement prior to completion of Public Improvements specifically including, but not limited to, any report issued by the City Inspector regarding Developer's compliance or non-compliance with the Construction Plans, City and Developer hereby agree to submit such disagreement to mediation. Either party may invoke this requirement for mediation by written notice to the other. Within three (3) days of receipt of such written notice, both parties will either mutually agree to the selection of a mediator, or if unable to agree then either party may request the Administrative Judge of the Kansas Eleventh Judicial District to appoint a neutral qualified mediator. Each party agrees to submit their facts and all supporting information to the mediator regarding the issue in disagreement within five (5) days of the notice invoking mediation. The ruling of the mediator will be final and enforceable in a court of competent jurisdiction.
- (14) In the event either party remains in default in its obligations under this Agreement following completion of the Public Improvements, the non-defaulting party may file suit to specifically enforce this Agreement and take any other action at law or in equity it deems appropriate. The non-defaulting party shall also be entitled to recover from the party in default, all its costs, expenses and damages incurred, including but not limited to recovery of its reasonable attorney fees.
- (15) This Agreement shall be governed by, constructed and interpreted in accordance with the laws of the State of Kansas.
- (16) This Agreement constitutes the entire agreement between the parties hereto, and any prior agreements between the parties regarding the Public Improvements are merged herein.
- (17) The contact information for the authorized representatives of City and

Developer, respectively, is as follows:

Developer:

Rick A. Wilson
1820 Central Avenue, Suite B
Hot Springs, AR 71901
rickw@wilent.net
501.276.2267 – phone
501.760.2532 – fax

City:

Cameron Alden
Public Works Director
P.O. Box 688
Pittsburg, KS 66762
cameron.alden@pittks.org
(620) 230-5515

With a copy to:

Larry Yancey
larry@wilent.net

Henry Menghini
henry.menghini@pittks.org

- (18) This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.
- (19) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF PITTSBURG, KANSAS

By: _____
Mayor – John Ketterman

ATTEST:

City Clerk – Tammy Nagel

EXHIBIT D

WAIVER OF LIEN

PITTSBURG
CITY

CRAWFORD
COUNTY

KANSAS
STATE

TO WHOM IT MAY CONCERN:

We, the undersigned laborer, mechanics, material men, contractors and subcontractors, have furnished labor and material for the construction of the following described project:

PROJECT NAME: _____

PROJECT DESCRIPTION: 28th Street Addition

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid each of us and other good and valuable considerations, receipt whereof is hereby acknowledged, the undersigned do hereby waive all lien rights against the above described property for labor performed or to be performed, or by reason of material furnished or to be furnished, in the construction of improvements on said property heretofore described.

Please sign and return to:

The City of Pittsburg
Public Works Department
P.O. Box 688
Pittsburg, KS 66762

Date: _____

Notary Public -

My Commission Expires:

RESOLUTION NO. 1185

A Resolution by the Governing Body of the City of Pittsburg, Kansas finding and determining that:

Section 1.

(a) It is advisable to make off site waterline improvements including approximately 13,409 feet of 16" piping, 538 feet of 12" piping, hydrants and valves, together with all other things necessary and incidental thereto;

(b) It is advisable to make off site sanitary sewerage system improvements including approximately 15,631 feet of piping, a lift station and generator equipment, together with all other things necessary and incidental thereto;

(c) It is advisable to make on site water line improvements including approximately 360 feet of 16 inch water mains and 3218 feet of 8 inch water mains, 8 fire hydrants, valves and fittings, together with all other things necessary and incidental thereto;

(d) It is advisable to make on site sanitary sewer improvements including 1,144 feet of 8 inch sanitary sewer main and 8 manholes, together with all other things necessary and incidental thereto; and

(e) It is advisable to make on site storm sewer improvements including approximately 6,574 feet of storm sewer mains varying in size from 8 inches up to 42 inches, 9 man holes, 30 inlet type 22, 17 area inlets, 4 junction chambers and two detention ponds, together with all other things necessary and incidental thereto.

Section 2. The estimated maximum cost of the waterline, sanitary sewer system and storm sewer improvements is \$6,500,000.00.

Section 3. The boundary or extent of the Improvement District is attached hereto as Exhibit A.

Section 4. The total cost of said improvements shall be assessed against the Improvement District.

Section 5. The proposed apportionment of the cost between the Improvement District and the City at large is One Hundred percent (100%) to be assessed against the Improvement District and Zero percent (0%) to be paid by the City at large.

Section 6. A petition signed by the owner of the property to be assessed requesting construction of the improvements and that a finding of advisability and necessity be made without notice and hearing has been filed with the City Clerk. Upon review of said petition it has been found that the improvement district to be assessed does not exceed the improvement district proposed in the petition and that the petition is sufficient. Due to the provisions of K.S.A. 12-6a04 notice of hearing on the advisability of the improvement is not necessary.

Section 7. In said petition, the owner of the property to be assessed waives notice and hearing on the maximum amount of the assessments against the land in the Improvement District, and waives the right to bring an action pursuant to K.S.A. 12-6a11, and amendments thereto, to set aside the said assessments or otherwise question the validity of such proceedings. The owner further waives any right to prepay such assessments within thirty (30) days from the publication of the ordinance fixing and levying said assessments in said petition.

Section 8. The Improvements are hereby found advisable and authorized and ordered to be made in the manner provided by Article 6a, Chapter 12, of the Kansas Statutes Annotated, as amended.

Section 9. The owner of the real property in the proposed Improvement District shall as a condition to the City's issuance of bonds as hereinbefore described to finance the costs of the Improvements, provide financial surety acceptable to the City guaranteeing payment of special assessments levied to pay the principal of and interest on such bonds.

BE IT FURTHER RESOLVED that this Resolution as the expression of the governing body's official intent regarding the matters described herein will be available for public inspection in the City Clerk's office at City Hall during regular business hours of the City.

IT IS SO RESOLVED.

ADOPTED this 23rd day of August, 2016.

CITY OF PITTSBURG, KANSAS

Mayor – John Ketterman

ATTEST:

City Clerk – Tammy Nagel

(SEAL)

EXHIBIT A

A portion of the Southeast Quarter (SE 1/4) of Section Eighteen (18), Township Thirty One (31) South, Range Twenty Five (25) East of the Sixth Principal Meridian, Crawford County, Kansas, being described as follows:

Commencing at the Northeast corner of said Southeast Quarter (SE 1/4); Thence South 88 Degrees 21 Minutes 36 Seconds West (Bearings Based on the Kansas Coordinate System NAD 83 South Zone) along the North line of said Southeast Quarter (SE 1/4) a distance of 738.80 feet to a point on the Westerly right of way of Highway 69, said point being the point of beginning; Thence continuing South 88 Degrees 21 Minutes 36 Seconds West along said North line a distance of 591.70 feet to the North 16th Corner of said Southeast Quarter (SE 1/4); Thence South 88 Degrees 21 Minutes 43 Seconds West along said North line a distance of 650.00 feet; Thence South 01 Degree 38 Minutes 24 Seconds East a distance of 667.57 feet; Thence South 44 Degrees 52 Minutes 40 Seconds East a distance of 129.62 feet; Thence South 01 Degree 38 Minutes 24 Seconds East a distance of 1113.00 feet; Thence North 88 Degrees 21 Minutes 36 Seconds East a distance of 430.34 feet; Thence North 56 Degrees 12 Minutes 10 Seconds East a distance of 107.58 feet; Thence North 88 Degrees 21 Minutes 36 Seconds East a distance of 423.22 feet; Thence North 48 Degrees 33 Minutes 37 Seconds East a distance of 759.54 feet; Thence North 74 Degrees 30 Minutes 49 Seconds East a distance of 152.61 feet to the Westerly right of way of said Highway 69; Thence Northwesterly along said right of way on a curve to the left having a radius of 3719.83 feet an arc distance of 690.40 feet, chord to said curve being 689.41 feet on a bearing of North 20 Degrees 48 Minutes 12 Seconds West; Thence North 26 Degrees 24 Minutes 59 Seconds West along said right of way a distance of 709.07 feet to the point of beginning.

EXCEPT A portion of the Southeast Quarter (SE 1/4) of Section Eighteen (18), Township Thirty One (31) South, Range Twenty Five (25) East of the Sixth Principal Meridian, Crawford County, Kansas, being described as follows:

Commencing at the Northeast corner of said Southeast Quarter (SE 1/4); Thence South 88 Degrees 21 Minutes 36 Seconds West (Bearings Based on the Kansas Coordinate System NAD 83 South Zone) along the North line of said Southeast Quarter (SE 1/4) a distance of 738.80 feet to the Westerly right of way of Highway 69; Thence continuing South 88 Degrees 21 Minutes 36 Seconds West along said North line a distance of 502.86 feet; Thence South 00 Degrees 00 Minutes 00 Seconds West a distance of 817.20 feet to the point of beginning; Thence continuing South 00 Degrees 00 Minutes 00 Seconds West a distance of 38.69 feet; Thence North 90 Degrees 00 Minutes 00 Seconds East a distance of 10.69 feet; Thence South 00 Degrees 00 Minutes 00 Seconds West a distance of 428.24 feet; Thence North 90 Degrees 00 Minutes 00 Seconds East a distance of 343.82 feet; Thence North 00 Degrees 00 Minutes 00 Seconds East a distance of 401.31 feet; Thence South 90 Degrees 00 Minutes 00 Seconds West a distance of 194.51 feet; Thence North 00 Degrees 00 Minutes 00 Seconds East a distance of 65.62 feet; Thence South 90 Degrees 00 Minutes 00 Seconds West a distance of 160.00 feet to the point of beginning.

This tract contains 56.60 Acres.

RESOLUTION NO. 1186

A RESOLUTION AUTHORIZING THE CONSTRUCTION OF THE WALNUT STREET EXTENSION, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS, that the following findings as to the advisability of the paving and construction of the Walnut Street Extension, in the City of Pittsburg, Kansas, are hereby made, to-wit:

Section 1: It is advisable, necessary, and in the public interest to pave and construct an extension of Walnut Street from the south line of 29th Street, approximately 450 feet south to the south line of a newly constructed 28th Street, including paving and pavement marking, curb and gutter, together with storm sewers and drainage improvements, lighting, easement and right of way acquisition, surveying, design and construction engineering, and all cost incidental thereto.

Section 2: A petition signed by all owners of the property to be assessed requesting construction of the improvement and that a finding of advisability and necessity be made without notice and hearing has been filed with the City Clerk. Upon review of said petition it has been found that the improvement district to be assessed does not exceed the improvements district proposed in the petition and that the petition is sufficient. Due to the provision of K.S.A. 12-6a04 notice of hearing on the advisability of the improvement is not necessary.

Section 3: In said petition, the owners of all the property to be assessed waive notice and hearing on the maximum amount of the assessments against the parcels of land in the Improvement District, and waive the right to bring an action pursuant to K.S.A. 12-6a11, and amendments thereto, to set aside the said assessments or otherwise question the validity of such proceedings. The owners further waive any right to prepay such assessments within thirty (30) days from the publication of the ordinance fixing and levying said assessments in said petition.

Section 4: The maximum costs of said improvements provided for in Section 1 hereof is estimated to be \$255,000.00.

Section 5: The costs of said improvements shall be assessed equally against each parcel of real estate set forth herein below, without regard to the improvements thereon.

Section 6: The share of the total actual costs of the improvements to be assessed against the improvement district shall be assessed against the land lying within an improvements district described as follows:

- (a) Tract 1 owned by Normal Miller a/k/a Norman R. Miller and Nancy Miller a/k/a Nancy R. Miller is described on Exhibit A attached hereto.
- (b) Tract 2 owned by All Quip Rental and Sales, Inc. is described on Exhibit B attached hereto.

Section 7: That share of the total actual costs of the improvements to be assessed against the improvement district shall be sixty-seven percent (67%) thereof, and the share of the costs to be borne by the City at large shall be thirty-three percent (33%) thereof.

Section 8: The City Engineer or consulting engineers shall prepare plans and specification for said improvements and a preliminary estimate of the costs therefore, which plans, specification, and a preliminary estimate of costs shall be presented to this Body for its approval.

Section 9: The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a-04 and 12-6a-06.

Section 10: Be it further resolved that the above described improvements are hereby authorized and declared to be necessary in accordance with the finding of the Governing Body as set out in this Resolution.

Section 11: That this Resolution is intended to be a declaration of the City's official intent to reimburse itself from the proceeds of general obligation improvement bonds to be issued by the City for any improvement costs incurred and paid by the City from moneys other than the proceeds of the City's bonds. A copy of this Resolution is available for inspection by the public at any time during all business hours in the office of the City Clerk, 201 West 4th Street, Pittsburg, Kansas.

Section 12: That the City Clerk shall make proper publication of this Resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED BY THE GOVERNING BODY on this 23rd day of August, 2016.

John Ketterman - Mayor

ATTEST:

Tammy Nagel – City Clerk

Exhibit A

Tract I: The surface only of that part of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE1/4) of Section Eighteen (18), Township Thirty (30) South, Range Twenty Five (25) East of the Sixth Principal Meridian, according to the United States Government Survey thereof, bounded and described as follows:

Beginning at a point Six Hundred Eighty Nine (689) feet South and Thirty (30) feet West of the Northeast Corner of the said Southeast Quarter (SE 1/4) of the Northeast Quarter (NE¼) of Section Eighteen (18), thence West Two Hundred (200) feet; thence South One Hundred Fifty-seven (157) feet to a point Four Hundred Eighty Two and One-half (482.5) feet North of the South line of the said Southeast Quarter (SE 1/4) of the Northeast Quarter (NE1/4) of Section Eighteen (18); thence East Two Hundred (200) feet to a point Four Hundred Eighty Two and One-half (482.5) feet North and Thirty (30) feet West of the Southeast corner of the Southeast Quarter (SE¼) of the Northeast Quarter (NE 1/4) of Section Eighteen (18), thence North One Hundred Fifty Seven (157) feet, more or less, to point of beginning.

Except the Mineral Rights and Reservations as recited in Warranty Deed from The South Side Improvement Company to the Pittsburg Pottery Company, as recorded in Book 86 of Deeds at Page 121 in the office of the Register of Deeds of Crawford County, Kansas.

Also, Except that part thereof condemned for State Highway purposes, as evidenced by proceedings in the District Court of Crawford County, Kansas, sitting at Pittsburg, in Case No. 18170 and bounded and described in Parcel No. 40 thereof, as follows:

A tract of land for Highway Right of Way lying in the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 18, Township 30 South, Range 25 East described as follows: Beginning at a point on the East Line, 689.0 feet South of the Northeast Corner of said Southeast Quarter (SE 1/4) of the Northeast Quarter (NE1/4) Section; thence West 50 feet; thence South 157 feet to a point 50 feet West of said East line; thence East 50 feet to said East line; thence North along said East line to the place of beginning.

Also,

Except that part thereof, if any, condemned for State Highway purposes, as evidenced by proceedings in the District Court of Crawford County, Kansas, Sitting at Pittsburg, in Case No. 18170 and bounded and described in Parcel No. 39 thereof as follows:

A tract of land for Highway Right of Way lying in the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 18, Township 30 South, Range 25 East described as follows: Beginning at a point on the East line 210 feet North of the Southeast Corner of said Quarter Section; thence West 75 feet; thence North 274.5 feet to a point 75 feet West of said East Line; thence East 75 feet to said East Line; thence South along said East line to the place of beginning.

Subject to Easements of Kansas Gas and Electric Company, as described and set forth in "Right of Way Easements" recorded in Miscellaneous Record 12 at Pages 115 and 117, respectively, in the office of the Register of Deeds of Crawford County, Kansas.

Also,

Subject to Easement of the City of Pittsburg, Crawford County, Kansas, a Municipal corporation, as shown by "Right of Easement" recorded in Miscellaneous Record 69 at Page 645, in the office of the Register of Deeds of Crawford County, Kansas.

Tract II: Part of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Eighteen (18), Township Thirty (30) South, Range Twenty Five (25) East of the Sixth Principal Meridian, according to the United States Government Survey thereof, bounded and described as follows:

The surface only, beginning at a point Four Hundred Fifty Six (456) feet South and Three Hundred Forty (340) feet West of the Northeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Eighteen (18), and running thence South Eighty One 81° degrees West, at right angles, to the East Line of said Section, Five Hundred Ninety One (591) feet; thence South Fifty One (51) degrees Fifty (50') minutes West Two Hundred Eleven and Two Tenths (211.2) feet; thence South Nineteen (19°) degrees Thirty Five (35') minutes West Three Hundred Twenty Six and Six-Tenths (326.6) feet; thence North Eighty One (81°) degrees East Twelve Hundred Eighty Nine (1289) feet to the East Line of said Section; thence North on said Section Line Two Hundred Ten (210) feet; thence South Eighty One (81°) degrees West Three Hundred Forty (340) feet; thence North One Hundred Eighty (180) feet to the point of beginning.

Except that part thereof bounded and described as follows: Beginning at a point Six Hundred Eighty Nine (689) feet South and Thirty (30) feet West of the Northeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Eighteen (18), and running thence West at right angles to the East line of said Section Eighteen (18) a distance of Two Hundred (200) feet; thence South One Hundred Fifty Seven (157) feet; thence East Two Hundred (200) feet; thence North One Hundred Fifty Seven (157) feet to the point of beginning.

Also,

Except that part thereof bounded and described as follows: Beginning at a point Six Hundred Fifty One (651) feet South and Fifty (50) feet West of the Northeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Eighteen (18), running thence West Five Hundred Seventy One (571) feet, thence Fifty (50°) degrees to the right from the last mentioned course, a distance of One Hundred Fifty (150) feet, more or less, to a point Seven Hundred Twenty Three and Thirty Five Hundredths (723.35) feet West of the East line of said Section, thence Thirty Nine (39°) degrees to the right from the last mentioned course a distance of Ninety (90) feet to a point Four Hundred Fifty Six (456) feet South and Seven Hundred Twenty Three and Thirty Five Hundredths (723.35) feet West of the Northeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Eighteen (18), thence East Six Hundred Fifty Eight (658) feet; thence South One Hundred Ninety Five (195) feet to the point of beginning.

Exhibit B

That part of the Southeast Quarter of the Northeast Quarter of Section Eighteen (18), Township Thirty (30) South, Range Twenty Five (25) East of the Sixth Principal Meridian, according to the United States Government Survey thereof.

Beginning at the Northeast Corner of the said Southeast Quarter of the Northeast Quarter of Section Eighteen (18), and running thence South, along the East line of said Section, Four Hundred Fifty-six (456) feet; thence West Nine Hundred Thirty-one (931) feet; thence South Sixty degrees fifty minutes (60°50') West Two Hundred Eleven and two tenths (211.2) feet; thence South Twenty-Eight degrees thirty-five minutes (28°35') West Three Hundred Twenty-six and six tenths (326.6) feet; thence West Fifty-seven (57) feet to the West Line of the right of way of the St. Louis and San Francisco Railroad Spur, thence Southwest, along said West right of way line, to the West line of the Southeast Quarter of the Northeast Quarter of said Section Eighteen (18); thence North, along the said West line of the Southeast Quarter of the Northeast Quarter, Eight Hundred Sixty-two and six tenths (862.6) feet to the Northwest Corner of the said Southeast Quarter of the Northeast Quarter; thence East, along the North line of the said Southeast Quarter of the Northeast Quarter, Thirteen Hundred Thirty-seven and eight tenths (1337.8) feet, more or less, to the point of beginning.

Except that part thereof, bounded and described as follows:

Beginning at the Northeast Corner of the said Southeast Quarter of the Northeast Quarter of Section Eighteen (18), and running thence South, along the East Line of said Section, Two Hundred Thirty-eight (238) feet; thence West Seven Hundred (700) feet; thence North Two Hundred Thirty-eight (238) feet to the North Line of the said Southeast Quarter of the Northeast Quarter; thence East, along the said North Line of the Southeast Quarter of the Northeast Quarter, Seven Hundred (700) feet to the point of beginning.

Also,

Except that part thereof, bounded and described as follows:

Beginning at a point Two Hundred Thirty-nine (239) feet South of the Northeast Corner of the said Southeast Quarter of the Northeast Quarter of Section Eighteen (18), and running thence South Sixty (60) feet; thence West Three Hundred (300) feet; thence North Sixty (60) feet; thence East Three Hundred (300) feet to the point of beginning.

Also,

Except that part thereof condemned for State highway purposes as evidenced by condemnation proceedings in the District Court of Crawford County, Kansas, Sitting at Pittsburg, in Case Number 18170 and described in Parcel Number 44 thereof, as follows:

"A tract of land for highway right of way lying in the Southeast Quarter of the Northeast Quarter of Section 18, Township 30 South, Range 25 East, described as follows: Beginning at a point on the East line, 238.0 feet South of the Northeast Corner of said Southeast Quarter of the Northeast Quarter Section; thence West 50 feet; thence South 218 feet to a point 50 feet West of said East Line; thence East 50 feet to said East Line; thence North along said East line to the place of beginning. The above contains 0.10 acre, more or less, exclusive of the existing highway."

Also,
Except that part thereof condemned for State highway purposes as evidenced by condemnation proceedings in the District Court of Crawford County, Kansas, Sitting at Pittsburg, in Case Number 19442 and described in Parcel Number 116 as amended thereof, as follows:

"A tract of land for highway right of way in the Southeast Quarter of the Northeast Quarter of Section 18, Township 30 South, Range 25 East, described as follows: Beginning at the Northwest Corner of said Southeast Quarter of the Northeast Quarter Section; thence South along the West line of said Southeast Quarter of the Northeast Quarter Section 226.0 feet; thence Northeasterly to a point on the North Line 108.8 feet East of said Northwest Corner; thence West 108.8 feet along said North line to the place of beginning. The above contains 0.28 acre, more or less. Together with the Abutter's Right of Access appurtenant to the remaining property, in and to said highway hereinabove described."

'116 (b) any Abutter's Rights of Access, appurtenant to the Southeast Quarter of the Northeast Quarter of Section 18, Township 30 South, Range 25 East, in and to said highway over and across a line described as follows: Beginning at a point on the West line 226.0 feet South of the Northwest Corner of said Southeast Quarter of the Northeast Quarter Section; thence South along said West Line 636.6 feet."

Also,
Except the rights of way of the St. Louis and San Francisco Railway Company over and across the above described land.

Also,
Except the mineral rights and reservations affecting a portion of the above land as recited in Warranty Deed from the Central Coal and Coke Company to James B. Smith and C. A. Miller, as recorded in Book 48 of Deeds, at Page 539, in the office of the Register of Deeds of Crawford County, Kansas.

Subject to easement of the Kansas Gas and Electric Company as shown by "Right of Way Easement" recorded in Miscellaneous Record 23, at Page 375, in the office of the Register of Deeds of Crawford County, Kansas.

Also,
Subject to easement of Rural Water District #4, Crawford County, Kansas, recorded in Book 51, Page 37 in the office of the Register of Deeds, Crawford County, Kansas.

Also,
Subject to easement of the City of Pittsburg, Kansas, recorded in Book 65, Page 449 in the office of the Register of Deeds, Crawford County, Kansas.

RESOLUTION NO. 1187

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF GENERAL OBLIGATION BONDS, SERIES 2016A AND TAXABLE GENERAL OBLIGATION BONDS, SERIES 2016B OF THE CITY OF PITTSBURG, KANSAS, SETTING FORTH THE DETAILS OF SAID SALE; AND PROVIDING FOR THE GIVING OF NOTICE THEREOF.

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

Section 1. That it is hereby determined to be necessary and, therefore, it is hereby authorized, directed and ordered, that General Obligation Bonds, Series 2016A in the maximum principal amount of Five Million One Hundred Fifty-five Thousand Dollars (\$5,155,000) (the "Series 2016A Bonds") and Taxable General Obligation Bonds, Series 2016B in the maximum principal amount of Six Million Five Hundred Thousand Dollars (\$6,500,000) (the "Series 2016B Bonds") (the Series 2016A Bonds and Series 2016B Bonds are collectively referred to as the "Bonds") of the City, shall be sold at public sale and in the manner provided by law, on Tuesday, September 13, 2016, at 10:00 a.m. C.D.T. The Bonds shall be dated October 6, 2016.

Section 2. That it is hereby further authorized, ordered and directed that the Summary Notices of Bond Sale, in substantially the form attached hereto and made a part hereof by reference as though fully set out herein, shall be published one time not more than 30 days and not less than 6 days prior to the date of said sale as required by law, one time in The Morning Sun, the official newspaper of the City, and one time in the Kansas Register, as provided by law.

Section 3. That the Mayor and other officers of the City are hereby authorized to provide for the preparation of a Preliminary Official Statement, to be "deemed final" except for the omission of certain information as provided in the Securities and Exchange Commission Rule 15c2-12, and the Mayor and Clerk are hereby authorized to execute such Preliminary Official Statement, with such changes thereto as such officials shall deem appropriate, and to use such document in connection with the offering of the Bonds.

Section 4. That the officers and representatives of the City are hereby authorized and directed, after consultation with Springsted, as Financial Advisor and Nichols and Wolfe Chartered, as Bond Counsel, to take such other action as may be necessary to carry out the offering for sale of the Bonds.

Section 5. That it is hereby further authorized, ordered and directed that copies of the Preliminary Official Statement, Official Notices of Bond Sale, and the City's bid forms for these issues of Bonds, be distributed to prospective bidders of the Bonds.

ADOPTED THIS 23rd day of August, 2016.

CITY OF PITTSBURG, KANSAS

ATTEST:

Mayor

City Clerk

(SEAL)