

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, June 09, 2009
7:00 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation – Travis McKee, First Christian Church
- b. Flag Salute Led by the Mayor
- c. Public Input

CONSENT AGENDA:

- a. Approval of the minutes of the May 26th, 2009, City Commission Meeting.
- b. Staff received quotes to provide limited janitorial services on a weekly basis for the Beard-Shanks Law Enforcement Center. Staff is recommending the acceptance of the quote submitted by Mr. Don Johnson of Professional Cleaning Systems based on the low quote of \$675 per month.
- c. Approval of staff request to pursue a 2009 Edward Byrne Memorial Justice Grant in the amount of \$19,316, which would be divided equally between the Crawford County Sheriff's Office and the Pittsburg Police Department, to be used for State and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice and criminal justice related research and evaluation activities.
- d. Approval of an Order vacating the east-west alley from a previously vacated north-south alley on the east to Joplin Street on the west adjoining Lots 1 through 5, and Lot 8, in Mellette's Addition to the City of Pittsburg, Crawford County, Kansas and all of Lot 1 and adjacent vacated north-south alley in Mellette's Second Addition to the City of Pittsburg, Crawford County, Kansas. (Request of PSU)
- e. Approval of Change Order No. 1 reflecting an increase of \$5,250.00 making a new contract construction amount of \$86,593.00 and requesting an extension to the contract time of 75 calendar days due to rain delays on the US 69 Bypass Sanitary Sewer Replacement Project.
- f. Approval of Change Order No. 1 reflecting a decrease of \$249.44 making a new contract construction amount of \$88,045.56 and final payment to CDL Electric Co., Inc., of Pittsburg, Kansas, in the amount of \$65,334.20 for the Ford and Rouse Traffic Signal Installation Project.

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- g. Approval of Resolution No. 1084 and a letter of support for Meadowlark Townhouse, LLC's application to the State of Kansas for Housing Tax Credits to develop twenty-two units of elderly and special needs housing in Pittsburg.
- h. Approval of Ordinance No. G-1067, creating Section 2.2 of the Pittsburg City Code to provide that regular meetings of the Governing Body shall be held on the second and fourth Tuesdays of each month at 5:30 p.m. **Second Reading - ROLL CALL VOTE.**
- i. Approval of Ordinance No. G-1069, providing for the change of a certain area from Planned General Commercial (CP-2) to Planned Central Business (CP-4) and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg, Kansas (Request of C. L. Farabi/Pepsi-Cola Bottling Co.). **Second Reading - ROLL CALL VOTE.**
- j. Approval of Ordinance No. G-1070, amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service. **First Reading, if the Governing Body concurs.**
- k. Approval of Ordinance No. G-1071, amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service. **First Reading, if the Governing Body concurs.**
- l. Approval of the Appropriation Ordinance for the period ending June 10, 2009, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

SPECIAL PRESENTATIONS:

- a. 2008 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) AND AUDIT REPORT - Karen Linn of Berberich Trahan & Company, the City's auditing firm, will be present to review the 2008 audit and Comprehensive Annual Financial Report (CAFR). **Receive for file.**

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CONSIDER THE FOLLOWING:

- a. **SOUTH BROADWAY (US69B) RESURFACING PROJECT** - Staff is requesting Governing Body approval of an agreement between the City and the Secretary of Transportation to participate in funding street improvements on South Broadway (US69B) from Centennial to Hudson and Cleveland to Williams, with the State being responsible for 100% of the total costs of construction and construction engineering for the project utilizing American Recovery and Reinvestment Act of 2009 Funds not to exceed \$265,500. **Approve or disapprove agreement and, if approved authorize the Mayor and City Clerk to execute the agreement on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

EXECUTIVE SESSION:

- a. **EXECUTIVE SESSION** - An Executive Session is necessary for discussion deemed privileged in the Attorney/Client relationship. **Motion to recess into Executive Session for approximately 30 minutes for discussion deemed privileged in the Attorney/Client relationship.**

ADJOURNMENT

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
May 26th, 2009

A Regular Session of the Board of Commissioners was held at 7:00 p.m., Tuesday, May 26th, 2009, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Rudy Draper presiding and the following members present: Marty Beezley, Pamela Henderson, Patrick O'Bryan. Commissioner William H. Rushton was absent.

Michael Hart, Trinity Baptist Church, provided the invocation.

Mayor Draper led the flag salute.

Mayor Draper proclaimed July 25th, 2009, as Kansas All-Star Football Shrine Bowl Day in Pittsburg.

PUBLIC INPUT –

Jim Steele, 601 East 23rd Street, requested the Commission consider rezoning the vacant lot located at 23rd and Michigan (directly behind his home) to allow Mr. Steele to purchase the property and construct a storage facility for his vehicles. Interim City Manager John VanGorden stated that City staff will meet with Mr. Steele on May 27th to discuss options with the property.

APPROVAL OF MINUTES – On motion of O'Bryan, seconded by Henderson, the Governing Body approved the minutes of the May 7th, 2009 Special City Commission Meeting. Motion carried. Absent: Rushton.

APPROVAL OF MINUTES – On motion of O'Bryan, seconded by Henderson, the Governing Body approved the minutes of the May 12th, 2009 City Commission Meeting. Motion carried. Absent: Rushton.

ORDINANCE NO. G-1068 – On motion of O'Bryan, seconded by Henderson, the Governing Body approved Ordinance No. G-1068, amending Section 6-141 of the Pittsburg City Code to permit the consumption of alcoholic beverages on the premises of Europe Park on second reading with the following roll call vote: Yea: Beezley, Draper, Henderson, O'Bryan. Motion carried. Absent: Rushton.

ORDINANCE NO. G-1069 – On motion of O'Bryan, seconded by Henderson, the Governing Body approved Ordinance No. G-1069, providing for the change of a certain area from Planned General Commercial (CP-2) to Planned Central Business (CP-4) and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg, Kansas (Request of C. L. Farabi/Pepsi-Cola Bottling Co.) on first reading. Motion carried. Absent: Rushton.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
May 26th, 2009

DISPOSITION OF BIDS – PURCHASE OF POLYMER – On motion of O'Bryan, seconded by Henderson, the Governing Body approved the annual purchase of polymer for use at the Wastewater Treatment Plant to Brenntag Mid-South, Inc., of Springfield, Missouri, on the basis of their low bid meeting specifications of \$1.385 per pound, and authorized the issuance of the necessary purchase order. Motion carried. Absent: Rushton.

DISPOSITION OF BIDS – BIOLOGICAL TREATMENT – On motion of O'Bryan, seconded by Henderson, the Governing Body approved the bid for the annual purchase of Biological Treatment for use at the Wastewater Treatment Plant to Aquafix, Inc., of Madison, Wisconsin, on the basis of their low bid meeting specifications of \$3.32 per pound, and authorized the issuance of the necessary purchase order. Motion carried. Absent: Rushton.

DISPOSITION OF BIDS – HYDRATED LIME – On motion of O'Bryan, seconded by Henderson, the Governing Body approved the bid for the annual purchase of Hydrated Lime for use at the Wastewater Treatment Plant to U.S. Lime Company-St. Clair, of Dallas, Texas, on the basis of their low bid meeting specifications of \$140.00 per ton, and authorized the issuance of the necessary purchase order. Motion carried. Absent: Rushton.

DISPOSITION OF BIDS – WATER TREATMENT PLANT CHEMICALS – On motion of O'Bryan, seconded by Henderson, the Governing Body approved the bids meeting specifications for the annual purchase of chemicals for use at the Water Treatment Plant to the low bidders as follows: Liquid Chlorine to Brenntag Mid-South, Inc., of Springfield, Missouri, for \$19.35 per 100 lbs.; Sodium Fluorosilicate to Brenntag Mid-South, Inc., of Springfield, Missouri, for \$41.90 per 100 lbs.; Lime (Calcium Oxide) to U.S. Lime Company-St. Clair, of Dallas, Texas, for \$135.00 per ton; Ferric Sulfate to G.S. Robins and Company, of Kansas City, Kansas, for \$42.00 per 100 lbs.; Liquid Carbon Dioxide to Praxair, of Burr Ridge, Illinois, for \$120.00 per ton; Aluminum Sulfate to Brenntag Southwest, of Nowata, Oklahoma, for \$35.75 per 100 lbs.; and Liquid Polymeric Phosphate to G.S. Robins and Company, of Kansas City, Kansas, for \$65.00 per 100 lbs.; and authorized the issuance of the necessary purchase orders. Motion carried. Absent: Rushton.

REQUEST TO WAIVE FEES – On motion of O'Bryan, seconded by Henderson, the Governing Body approved the request submitted by Habitat for Humanity of Crawford County for the City of Pittsburg to waive the building permit, sewer tap and water tap fees in an approximate amount of \$952 for a home to be constructed at 813 West Kansas. Motion carried. Absent: Rushton.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
May 26th, 2009

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Henderson, the Governing Body approved the Appropriation Ordinance for the period ending May 27th, 2009, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Henderson, O'Bryan. Motion carried. Absent: Rushton.

PUBLIC HEARING - REQUEST TO VACATE – Following Public Hearing, on motion of Beezley, seconded by Henderson, the Governing Body granted the request submitted by Pittsburg State University to vacate the east-west alley from a previously vacated north-south alley on the east to Joplin Street on the west adjoining Lots 1 thru 5 and Lot 8 in Mellette's Addition to Pittsburg AND all of Lot 1 and adjacent vacated (north-south) alley in Mellette's Second Addition to Pittsburg, Crawford County, Kansas, and directed the preparation of the necessary Order. Motion carried. Absent: Rushton.

CDBG AND RLF LOANS - KENDALL PACKAGING – On motion Beezley , seconded by O'Bryan, the Governing Body approved a \$411,000 CDBG loan to Kendall Packaging, at 1% interest for a 7-year term, as well as a \$30,000 maximum RLF forgivable loan based on long-term jobs produced and payroll over a 5-year period, and authorized the Mayor to sign the appropriate documents. Motion carried. Absent: Rushton.

PIDC LOAN - ALTEC BRAKE – On motion of O'Bryan, seconded by Henderson, the Governing Body approved the Economic Development Advisory Committee's recommendation to grant a loan to PIDC to cover 6 months of the Altec Brake building lease payment costs (not to exceed \$60,000), and any other applicable costs for taxes and insurance, as well as securing an executed and unfiled mortgage on the property as collateral for the loan, and authorized the Mayor to sign the appropriate documents. Motion carried. Absent: Rushton.

ATKINSON MUNICIPAL AIRPORT MASTER PLAN – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the Economic Development Advisory Committee's recommendation to utilize sales tax revolving loan funds for an additional amount of up to \$5,000 to fund the update of the Airport Master Plan and Airport Layout Plan, and authorized the Mayor to sign the appropriate documents. Motion carried. Absent: Rushton.

ENGINEERING SERVICES AGREEMENT - UPDATE OF AIRPORT MASTER PLAN AND AIRPORT LAYOUT PLAN – On motion of O'Bryan, seconded by Beezley, the Governing Body approved the Engineering Services Agreement provided by Professional Engineering Consultants, P.A. (PEC) to furnish engineering and technical services in conjunction with the preparation of the Update of the Airport Master Plan and Airport Layout Plan in an amount not to exceed \$231,729, and authorized the City Manager to sign as the City's authorized representative subject to approval and comment from the FAA. Motion carried. Absent: Rushton.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
May 26th, 2009

ORDINANCE NO. G-1067 – On motion of Henderson, seconded by O'Bryan, the Governing Body approved Ordinance No. G-1067, creating Section 2.2 of the Pittsburg City Code to provide that regular meetings of the Governing Body shall be held on the second and fourth Tuesdays of each month at 5:30 p.m., on first reading. Motion carried. Absent: Rushton.

ADJOURNMENT: On motion of Henderson, seconded by O'Bryan, the Governing Body adjourned the meeting at 7:33 p.m. Motion carried. Absent: Rushton.

Rudy Draper, Mayor

ATTEST:

Tammy Nagel, City Clerk



Interoffice Memorandum

TO: City Commission
Interim City Manager John Van Gorden

FROM: Chief of Police Mendy Hulvey

DATE: June 3, 2009

SUBJECT: Disposition of Quotes for Janitorial Service

Staff received quotes from two local companies to provide supplemental cleaning services at the newly constructed Beard – Shanks Law Enforcement Center. These services include, but are not limited to, a two time per week cleaning and sanitizing of the public washrooms, glass cleaning, spot cleaning eating areas, drinking fountains, stairways and landings, and a machine scrub of all hard surface floors.

The quotes received were from Mr. Ron Sieb of ServiceMaster of SE Kansas, Inc., and Mr. Don Johnson of Professional Cleaning Systems. Both companies are locally owned, licensed and bonded, provided references, and are based out of Pittsburg.

Mr. Johnson proposed a monthly fee of \$675 to perform the above outlined tasks, while Mr. Sieb proposed a monthly rate of \$1,579 per month.

Based on the quotes received, we would recommend that the Governing body award the janitorial services to Professional Cleaning Systems.

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

cc: Tammy Nagel, City Clerk



Interoffice Memorandum

TO: City Commission
Interim City Manager John Van Gorden

FROM: Chief of Police Mendy Hulvey

DATE: June 4, 2009

SUBJECT: 2009 Edward Byrne Memorial Justice Grant Award

The City of Pittsburg Police Department was advised of a grant opportunity offered through the Bureau of Justice Assistance of the United States Department of Justice's Office of Justice Programs. This grant opportunity is the 2009 Edward Byrne Memorial Justice Grant Assistance Award, and is being co-awarded to The Crawford County Sheriff's Office and The Pittsburg Police Department. The total amount of the co-awarded grant will be \$19,316, which will be split between the two agencies.

The funding from this grant opportunity may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice related research and evaluation activities.

The police department is seeking authorization from the Commission to pursue this federal grant. Action necessary will be approval or disapproval of staffs request to pursue this grant opportunity.

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

cc: Tammy Nagel, City Clerk

PITTSBURG, KANSAS, POLICE DEPARTMENT MEDIA RELEASE

Thursday, June 04, 2009

The City of Pittsburg Police Department will be applying for a grant opportunity offered through the Bureau of Justice Assistance of the United States Department of Justice's Office of Justice Programs. This grant opportunity is the 2009 Edward Byrne Memorial Justice Grant Assistance Award, and is being co-awarded to The Crawford County Sheriff's Office and The Pittsburg Police Department. The total amount of the co-awarded grant will be \$19,316.00, which will be split between the two agencies. The funding from this grant opportunity may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice related research and evaluation activities.

This grant application process will be presented to The Pittsburg City Board of Commissioners during the normal commission meeting on Tuesday night, June 9, 2009, at 7:00 p.m. Anyone wishing to comment on this grant award or the application process is encouraged to attend this meeting and make their comments available during the public comment portion of this meeting. For those who are unable to attend the June 9, 2009, meeting, the next set commission meeting will be held, Tuesday, June 23, 2009, at 5:30 p.m., and comments regarding this grant award and the application process can be made during the public comment portion of this meeting.

ORDER VACATING AN ALLEY

AN ORDER, vacating the east-west alley from a previously vacated north-south alley on the east to Joplin Street on the west adjoining Lots 1 through 5, and Lot 8, in Mellette's Addition to the City of Pittsburg, Crawford County, Kansas and all of Lot 1 and adjacent vacated north-south alley in Mellette's Second Addition to the City of Pittsburg, Crawford County, Kansas.

WHEREAS, Notice has been duly given that the Governing Body would hold a public hearing to consider a Petition to vacate that portion of the alley hereinafter described, with notice being published in the Morning Sun on April 29, 2009, pursuant to K.S.A. 12-505;

WHEREAS, said public hearing was held on May 26, 2009 with no adjoining property owner appearing in opposition to the Petition;

WHEREAS, no private rights will be injured or endangered by the vacation, the public will suffer no loss or inconvenience thereby, and the Petition shall be granted;

WHEREAS, no written objection to the Petition has been filed by any owner or adjoining party who would have been a proper party to the Petition; and

WHEREAS, it is by the Governing Body of the City of Pittsburg, Kansas, deemed expedient and in the best interest of the City that the alley hereinafter described be vacated.

NOW, THEREFORE, BE IT ORDERED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS.

Section 1: That the east-west alley from a previously vacated north-south alley on the east to Joplin Street on the west adjoining Lots 1 through 5, and Lot 8, in Mellette's Addition to the City of Pittsburg, Crawford County, Kansas and all of Lot 1 and adjacent vacated north-south alley in Mellette's Second Addition to the City of Pittsburg, Crawford County, Kansas, is hereby vacated as set forth herein below.

Section 2: This vacation order is contingent upon Pittsburg State University relocating all utilities located in the alley and granting easements to the City of Pittsburg and all other applicable public utilities for the purpose of constructing, maintaining, operating, repairing, and replacing public utility lines and pipes.

Section 3: The land comprising the alley hereby vacated and closed once the above contingency is satisfied by Pittsburg State University and shall revert to the adjoining owners of land in the same proportion as when originally taken.

Section 4: Upon the execution of this Order, the City Clerk shall certify true copies thereof and send one copy to the office of the County Clerk and also a certified copy thereof to the office of the Register of Deeds for recording as provided by K.S.A. 12-505.

SO ORDERED AND PASSED the 9th day of June, 2009.

Mayor – Rudy Draper

ATTEST:

City Clerk - Tammy Nagel

(SEAL)



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: JOHN H. BAILEY, P.E., PhD/JAMES TUSH
Director of Public Utilities

DATE: June 3, 2009

SUBJECT: Agenda Item – June 9, 2009
Change Order No. 1
US 69 Bypass Sanitary Sewer Replacement

Attached is Change Order No. 1 for the above-referenced project reflecting an increase of \$5,250.00 making a new contract construction amount of \$86,593.00. This change order is for additional rock to provide better stabilization of the sanitary sewer pipe due to poor soil conditions. The contractor is also requesting a contract extension of 75 calendar days due to all the rain that has delayed any work on the project.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 9, 2009. Action necessary will be approval or disapproval of this change order.

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

Attachment: Change Order No. 1

cc: Tammy Nagel, City Clerk
Project File
Memo File

CHANGE ORDER FORM

PROJECT: US 69 Bypass Sanitary Sewer Replacement

DATE: May 27, 2009

PETITION AUTHORIZED AMOUNT \$ _____
 TEMPORARY NOTES AUTHORIZED \$ _____
 CONTRACT BIDS RECEIVED: _____
 CONTRACTOR: Polston Construction, Inc.

CHANGE ORDER NO.: 1

ORIGINAL CONTRACT CONSTRUCTION AMOUNT \$81,343.00
 CHANGE ORDER NO. _____ THRU _____ \$ _____
 NEW CONSTRUCTION AMOUNT \$ _____

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1.	3/4" - 1 1/4" Clean Limestone Rock for Bedding	+175	C. Y.	\$30.00	+ \$5,250.00
---	Contract Extension 75 Calendar Days				
4					

TOTAL CHANGE ORDER NO. 1 \$+5,250.00
 NEW CONTRACT CONSTRUCTION AMOUNT \$86,593.00
 ENGINEERING AND INSPECTION (10%) \$ _____
 LEGAL AND ADMINISTRATIVE (5%) \$ _____
 NEW PROJECT TOTAL \$86,593.00

ACCEPTED BY: *Mike Polston*

SUBMITTED BY: *Greg Hardister* 5-27-09
 Greg Hardister, Public Works Supervisor

APPROVED BY: *John H. Bailey*
 John H. Bailey, Director of Public

DATE: 5-28-09

DATE OF APPROVAL BY CITY COMMISSION: _____



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: June 1, 2009

SUBJECT: Agenda Item – June 9, 2009
Final Payment and Change Order No. 1
Ford and Rouse Traffic Signal Installation

All work has been completed on the above-referenced project and the contractor, CDL Electric Co., Inc., of Pittsburg, is requesting final payment. Attached are all the necessary documents to final out this project. Partial pay estimates have been paid for work completed for this project. The final payment now due the contractor is \$65,334.20.

Also, attached you will find Change Order No. 1 reflecting a decrease of \$249.44 for the elimination of one street light luminaire. If this change order is approved, the new contract construction amount will be \$88,045.56. If you recall, PSU has agreed to pay for 50% of the cost of the installation of this traffic signal.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 9, 2009. Action necessary will be approval or disapproval of the final payment and Change Order No. 1 for this project.

Attachment: Final Payment Documents
Change Order No. 1

cc: Tammy Nagel, City Clerk
Project File
Memo File

PROJECT: FORD AND ROUSE TRAFFIC SIGNAL INSTALLATION

DATE: May 12, 2009

PETITION AMOUNT: \$ _____
 TEMPORARY NOTES: \$ _____
 CONTRACTOR: CDL ELECTRIC CO., INC.

PERIODIC ESTIMATE NO. Final

ADDRESS: 201 North Joplin
 Pittsburg, KS 66762

ORIGINAL CONTRACT CONSTRUCTION AMOUNT..... \$88,295.00
 CHANGE ORDER NO. 1 THRU 1 \$ - 249.44
 NEW CONTRACT CONSTRUCTION AMOUNT..... \$88,045.56

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	C.O. QUANTITY	TOTAL QUANTITY	NEW CONST. AMOUNT	UNITS COMP.	VALUE
1	Mobilization	1	L.S.	\$ 200.00	\$ 200.00				1	\$ 200.00
2	Contractor Construction Staking	1	L.S.	\$ 1,000.00	\$ 1,000.00				1	\$ 1,000.00
3	Traffic Control	1	L.S.	\$ 200.00	\$ 200.00				1	\$ 200.00
4	Erosion Control	1	L.S.	\$ 250.00	\$ 250.00				1	\$ 250.00
5	Site Restoration	1	L.S.	\$ 200.00	\$ 200.00				1	\$ 200.00
6	Traffic Signal Installation	1	L.S.	\$65,095.00	\$65,095.00				1	\$65,095.00
7	Video Detection System	1	L.S.	\$21,350.00	\$21,350.00				1	\$21,350.00
---	Change Order No. 1					-1	-1	-\$249.44	-1	-\$ 249.44

TOTAL VALUE OF WORK DONE AND MATERIALS ON HAND..... \$88,045.56
 PERCENT RETAINED (10%)..... \$ - 0 -
 OTHER DEDUCTIONS (SPECIFY)..... \$ _____
 TOTAL OF PREVIOUS ESTIMATES..... \$22,960.80
 TOTAL DEDUCTIONS..... \$22,960.80
 AMOUNT DUE CONTRACTOR ON THIS ESTIMATE..... \$65,084.76

SUBMITTED BY: Greg Hardister 5-12-09
 Greg Hardister, Public Works Supervisor

APPROVED BY: William A. Beasley 5/12/09
 William A. Beasley, Director of Public Works

FINAL PAYMENT DUE CONTRACTOR

Date: May 12, 2009

PROJECT NO. FORD AND ROUSE TRAFFIC SIGNAL INSTALLATION

PETITION AUTHORIZED AMOUNT \$
TEMPORARY NOTES AUTHORIZED \$
CONTRACTOR: CDL ELECTRIC CO., INC.

ORIGINAL CONTRACT CONSTRUCTION AMOUNT \$88,295.00

Change Order No. 1	Dated 5-12-09	(show plus or minus)	\$ - 249.44
Change Order No.	Dated	(show plus or minus)	\$
Change Order No.	Dated	(show plus or minus)	\$
Change Order No.	Dated	(show plus or minus)	\$
Change Order No.	Dated	(show plus or minus)	\$

TOTAL CONSTRUCTION COST..... \$88,045.56

Less Previous Payments..... \$22,960.80

BALANCE DUE CONTRACTOR (FINAL PAYMENT)..... \$65,084.76

Accepted by: [Signature] Contractor Submitted by: [Signature] Greg Hardister, Public Works Supervisor 5-12-09

Date: May 12 - 09 Approved by: [Signature] William A. Beasley, Director of Public Works 5/12/09

Date of Approval by City Commission: _____

TO BE TYPED
ON COMPANY LETTERHEAD

TO: CITY CLERK
CITY OF PITTSBURG
PITTSBURG, KANSAS 66762

PROJECT: Ford and Rouse Traffic Signal
Installation

In accordance with the provisions of the Contract of the above Project, I/We hereby certify and swear that all subcontractors, vendors, persons or firms who have furnished labor or materials for the work, and all rentals of materials, equipment, or property used in connection with the work, and that all taxes have been paid in full or otherwise satisfied.

State of Kansas <u>Granite</u> County	Contractor <u>CDL Electric Co, Inc</u>
On this <u>18</u> day of <u>May</u> 200 <u>9</u> , before me, a Notary Public in and for the aforementioned County and State personally appeared <u>Larry Seward Jr</u>	By <u>[Signature]</u> Title <u>President</u> Seal (If Corporate)
to me known to be the identical person who executed the above statement	
<u>[Signature]</u> Notary Public	Vanessa Seward Notary Public State of Kansas My Appt Expires
My Commission Expires <u>12/31/2011</u>	

The Granite Re, Inc., Surety Company on bond for the above project hereby approves the final payment to the Contractor, and agrees that the final payment shall not relieve the Surety Company of any of its obligations to the City of Pittsburg as set forth in the Surety Company's bond.

IN WITNESS this 18th day of May, 2009.



(SEAL):

[Signature]
Signature of Authorized Representative

ATTORNEY-IN-FACT Mindy Goss

RESIDENT AGENT. Paul S. Ramm

cc: Engineering Division

**CONSENT OF SURETY
TO REDUCTION IN OR
PARTIAL RELEASE OF RETAINAGE**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707 A

Bond #: GRKS11448

PROJECT: **Ford and Rouse Traffic Signal Installation**

TO: **City of Pittsburg, Kansas
201 West 4th Street, P.O. Box 688
Pittsburg, KS 66762-0688**

PROJECT NO:
CONTRACT FOR: **\$88,295.00**

CONTRACT DATE: **01/13/2009**

In accordance with the provisions of the Contract between the Owner and the Contractor as Included above, the **Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134**

SURETY COMPANY,

on bond of **CDL Electric Co., Inc., 201 N. Joplin, Pittsburg, KS 66762**

CONTRACTOR,

hereby approves of the reduction in or partial release of retainage to the Contractor as follows:

Reduction in Retainage

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to **City of Pittsburg, 201 West 4th Street, P.O. Box 688, Pittsburg, KS 66762-0688**

OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety has hereunto set its hand this **18th** day of **May,** **2009**

Attest:



Granite Re, Inc.

Surety Company



Mindy Goss, Attorney-in-Fact

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

LARRY K. HUDDLESTON, PAUL S. RAMM, ROBERT W. KAELIN, HEIDI A. WALKER, SCOTT K. BURNHAM SR., KIMBERLY R. LANE, HEATHER R. HAYNES, KATHLEEN M. BEAMIS, TRAVIS E. BARKER, DEBORAH D. CRIST, MINDY GOSS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney, and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

LARRY K. HUDDLESTON, PAUL S. RAMM, ROBERT W. KAELIN, HEIDI A. WALKER, SCOTT K. BURNHAM SR., KIMBERLY R. LANE, HEATHER R. HAYNES, KATHLEEN M. BEAMIS, TRAVIS E. BARKER, DEBORAH D. CRIST, MINDY GOSS may lawfully do in the premises by virtue of these presents:

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 11th day of February, 2008.



Kenneth D. Whittington, President

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

Rodman A. Frates, Secretary/Treasurer

On this 11th day of February, 2008, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Kenneth D. Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC. the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said Corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation; and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.



My Commission Expires:
May 9, 2012
Commission #: 00005708

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
18th day of May, 2008



Rodman A. Frates, Secretary/Treasurer

STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg
Name of Entity to whom Project Exemption Certificate was Issued

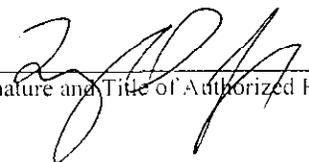
<u>201 W 4th St</u>	<u>Pittsburg</u>	<u>KS</u>	<u>66762</u>
Street Address	City	State	Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under **Exemption Certificate Number** 0000011653, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(c), (d), (e), (xx), (aaa), (ccc), (iii), (qqq), (sss), (ttt), (uuu), (xxx) and (yyy) as amended.

C.D.L. Electric Co., Inc.
Contractor / Subcontractor

201 N Joplin
P.O. Box and/or Street Number and Name

Pittsburg KS 66762
City, State Zip

 Signature and Title of Authorized Representative
5-11-09 Date

INSTRUCTIONS

Upon completion of a tax exempt project, the contractor must furnish this certification to the exempt entity for which the work was performed. The exempt entity needs to retain this document in their files and record the actual date that the project was completed on-line at <https://www.kdor.org/taxcenter/>. All invoices must be retained by the contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue.



Interoffice Memorandum

TO: JOHN VANGORDEN, JON GARRISON, TAMMY NAGEL,
JESSILYN NOKES
FROM: DEENA HALLACY
DATE: MAY 21, 2009
SUBJECT: AGENDA ITEM: SUPPORT RESOLUTION AND LETTER
MEADOWLARK TOWNHOUSES, LLC

We have received a request from Meadowlark Townhouse, LLC asking the City for a support resolution and letter to attach to their application to the State of Kansas for housing tax credits. Meadowlark Townhouse, LLC is a family owned company that owns Meadowlark Townhouses located at 3000 N. Joplin Street in Pittsburg. They have owned the complex since 2004 and completed major renovations after initially gaining ownership. They maintain their properties and have excellent management.

The owners have five other properties in several other states; two of which have used housing tax credits.

Please review and approve the attached resolution and letter of support for Meadowlark Townhouse, LLC.

RESOLUTION NO. 1084

WHEREAS, the City of Pittsburg, Kansas has been informed by Meadowlark Townhouses LLC that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located at 3000 N Joplin, Pittsburg, Kansas with a legal description as follows:

Beg 70' E SW COR NE ¼ NW1/4, TH N352.54, E 455.72, N 45.46, E 50, S 397.7, W 504.57, TO POB

WHEREAS, this housing development will contain approximately 22 units;

WHEREAS, a portion of the units will be targeted to the elderly and those with special needs;

WHEREAS, the development will be new construction addition;

WHEREAS, this housing development will have the following amenities: green space with security landscaping and walking paths.

NOW, THEREFORE, BE IT RESOLVED by the City of Pittsburg Governing Body, that we support and approve the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR, this _____(date).

Rudy Draper, Mayor

ATTEST:

Tammy Nagel, City Clerk

June 9, 2009

Executive Director
Kansas Housing Resources Corporation
611 South Kansas Avenue, Suite 300
Topeka, Kansas 66603

**RE: Meadowlark Townhouses
Pittsburg, Kansas**

To Whom It May Concern:

On behalf of the City of Pittsburg, Kansas, I am submitting this letter in full support of the 22-unit senior and disabled new construction townhome development proposed for Pittsburg, Kansas by Meadowlark Townhouses LLC.

The City of Pittsburg is very much in of affordable housing solutions, and Meadowlark Townhouses LLC has a wonderful existing complex which is maintained very well. We feel strongly that this complex will be a positive addition to the community, and ask that full consideration be given to this proposal.

Sincerely,

THE CITY OF PITTSBURG

Rudy Draper
Mayor

cc: Meadowlark Townhouses L.L.C.

ORDINANCE NO. G-1070

AN ORDINANCE amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG,

KANSAS:

Section One. Section 82-111 of the Code of the City of Pittsburg, Kansas is hereby

amended to read:

The monthly water rates and charges to be paid by consumers for water furnished by the water department of the City, which shall be applicable to all water bills shall be as set forth herein:

a. Within the City of Pittsburg, Kansas:

- (1) All water consumed not in excess of 200 cubic feet per month, minimum charge \$8.79
- (2) The next 300 cubic feet per month, per 100 cubic feet 3.64
- (3) The next 1,500 cubic feet per month, per 100 cubic feet 3.43
- (4) The next 8,000 cubic feet per month, per 100 cubic feet 3.27
- (5) The next 8,000 cubic feet per month, per 100 cubic feet 3.04
- (6) The next 8,000 cubic feet per month, per 100 cubic feet 2.87
- (7) The next 74,000 cubic feet per month, per 100 cubic feet 2.68
- (8) The next 200,000 cubic feet per month, per 100 cubic feet 2.42
- (9) The next 200,000 cubic feet per month, per 100 cubic feet 2.24
- (10) The next 200,000 cubic feet per month, per 100 cubic feet 2.06
- (11) The next 200,000 cubic feet per month, per 100 cubic feet 1.90
- (12) The next 200,000 cubic feet per month, per 100 cubic feet 1.76
- (13) The next 200,000 cubic feet per month, per 100 cubic feet 1.62
- (14) The next 200,000 cubic feet per month, per 100 cubic feet 1.49
- (15) All in excess of 1,500,000 cubic feet per month, per 100 cubic feet 1.37

b. Outside the City:

- (1) All water consumed not in excess of 200 cubic feet per month, minimum charge \$17.56
- (2) The next 300 cubic feet per month, per 100 cubic feet 6.46
- (3) The next 1,500 cubic feet per month, per 100 cubic feet 5.03
- (4) The next 8,000 cubic feet per month, per 100 cubic feet 3.64

(5) The next 8,000 cubic feet per month, per 100 cubic feet	3.43
(6) The next 8,000 cubic feet per month, per 100 cubic feet	3.27
(7) The next 74,000 cubic feet per month, per 100 cubic feet	3.04
(8) The next 200,000 cubic feet per month, per 100 cubic feet	2.87
(9) The next 200,000 cubic feet per month, per 100 cubic feet	2.55
(10) The next 200,000 cubic feet per month, per 100 cubic feet	2.37
(11) The next 200,000 cubic feet per month, per 100 cubic feet	2.17
(12) The next 200,000 cubic feet per month, per 100 cubic feet	2.00
(13) The next 200,000 cubic feet per month, per 100 cubic feet	1.85
(14) The next 200,000 cubic feet per month, per 100 cubic feet	1.70
(15) All in excess of 1,500,000 cubic feet per month, per 100 cubic feet.....	1.58

Section Two. This Ordinance shall take effect and be in force and apply to all water rates and minimum charges beginning July 1, 2009, and after having been passed and published in the official City newspaper.

Passed and Approved this 23rd day of June, 2009.

Rudy Draper - Mayor

ATTEST:

Jessilyn Nokes - Deputy City Clerk

ORDINANCE NO. G-1071

AN ORDINANCE amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service.

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

Section One. Section 82-141 of the Code of the City of Pittsburg, Kansas is hereby amended to read:

The monthly rates and charges applicable to all bills shall be as set forth herein for the use of the sewage disposal system to be paid to the City by all persons inside and outside the City, as hereinafter limited and defined, whose premises are connected or may hereafter be connected to the sanitary sewer system of the City, as follows:

1. For each sewer connection to the sewage disposal system of the City, whether the connection is for single, or multi-family residence, apartment, dormitory, hotel, rooming house, institution, business, commercial, industrial or governmental property, a minimum monthly service charge and, in addition, a monthly user charge based on the quantity of water used on the premises and/or discharged to the sanitary sewer, according to the following schedule:

- a. Inside the City:
 - (1) Minimum Service Charge for usage not in excess of 200 cubic fee per month \$15.34
 - (2) User Charge - per each additional 100 cubic feet per month 2.20

- b. Outside the City:
 - (1) Minimum Service Charge for usage not in excess of 200 cubic fee per month \$30.56
 - (2) User Charge - per each additional 100 cubic feet per month 4.33

- c. The water usage for the months of November, December, and January shall be averaged each year to obtain a base upon which the user charge shall be computed. Provided, however, if a customer proves that the average water consumption of the months of November, December and January does not accurately reflect normal monthly usage for the year, then the customer may request the user charge be based upon actual monthly water usage. The user

charge for new customers shall be based upon actual monthly water usage until average water usage for the months of November, December and January is calculated.

- d. Any non-domestic User that discharges wastewater, materials, or substances into the public sewers which possess the characteristics set forth in Sections 82-401 through 82-414 of the Pittsburg City Code, may be subject to additional charges pursuant to a special agreement between the City and said non-domestic User. Such special agreement shall be issued in the form of a permit.

2. If any User of water shall use more than 10,000 cubic feet of water in any month for commercial or industrial purposes and if, as established by separate meter paid for, installed and maintained by such user and open to inspection by and acceptable to the City's representatives, the sewer charge made to such customer for the use and services of the sewage disposal system shall be based on the amount of water furnished the customer during said month less the amount of such water which was not discharged into the City's sewer system.

3. A User who is not receiving water from the Pittsburg Water System shall be charged a monthly service charge for the amount of water used measured by meter on rural system, by hour meter on pump usage with capacity known or by mutual agreement with the Director of Public Works. In the event that potential exists for significant consumptive use of water, flow measurement devices located on the wastewater discharge point shall be used in lieu of a water meter. Said flow monitors shall be accessible so accuracy may be verified by the City at any time without restriction of access.

Section Two. This Ordinance shall take effect and be in force and apply to all sewer rates and minimum charges beginning July 1, 2009, and after having been passed and published in the official City newspaper.

Passed and Approved this ____ day of _____, 2009.

Rudy Draper - Mayor

ATTEST:

Tammy Nagel - City Clerk

VENDOR SET: 99 City of Pittsburg, KS

BANK: * ALL BANKS

DATE RANGE: 5/20/2009 THRU 6/02/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	5/27/2009			159617		
C-CHECK	VOID CHECK	V	6/01/2009			159628		
C-CHECK	VOID CHECK	V	6/01/2009			159629		

* * T O T A L S * *

	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
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

	NO	VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	3	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: * TOTALS: 3 0.00 0.00 0.00

BANK: * TOTALS: 3 0.00 0.00 0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5589	ALLTEL	R	5/21/2009			159574		551.43
0869	FOUR OAKS COMPLEX	R	5/21/2009			159575		1,932.00
1032	PITTSBURG AQUATIC CENTER	R	5/26/2009			159577		400.00
0241	BUFORD LEE	R	5/26/2009			159578		19.71
5561	AT&T MOBILITY	R	5/27/2009			159610		671.46
2519	EAGLE BEVERAGE CO INC	R	5/27/2009			159611		200.10
6082	GARRISON LAW OFFICE LLC	R	5/27/2009			159612		288.14
0094	M&I BANK	R	5/27/2009			159613		250.00
6135	MCNEARNEY & ASSOCIATES LLC	R	5/27/2009			159614		195.92
5503	NEWMAN, REYNOLDS AND RIFFEL	R	5/27/2009			159615		34.23
2916	US CELLULAR	R	5/27/2009			159616		2,545.26
6136	US DEPARTMENT OF EDUCATION	R	5/27/2009			159618		270.48
6183	CARA WARD	R	5/27/2009			159619		197.61
1108	WESTAR ENERGY	R	5/27/2009			159620		33.05
4263	COX COMMUNICATIONS	R	5/28/2009			159621		492.64
4263	COX COMMUNICATIONS	R	6/01/2009			159627		2,869.65
1108	WESTAR ENERGY	R	6/01/2009			159630		20.02
6264	CORRIE GOAD	R	6/02/2009			159631		93.58
1222	ALL SEASONS CARPET	R	6/02/2009			159632		464.02
0748	CONRAD FIRE EQUIPMENT INC	R	6/02/2009			159633		138.20
6236	HUGHES MACHINERY CO INC	R	6/02/2009			159634		3,102.36
5770	JOPLIN FREIGHTLINER SALES INC	R	6/02/2009			159635		43.78

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0770	MARTIN TRACTOR COMPANY	R	6/02/2009			159636		108.76
6249	MAYER SPECIALTY SERVICES	R	6/02/2009			159637		1,566.55
6253	DWAYNE O'BRIEN	R	6/02/2009			159638		2,603.85
2509	POWERPLAN	R	6/02/2009			159639		89.16
1591	SEARS COMMERCIAL ONE	R	6/02/2009			159640		1,488.94
0011	AMERICAN ELECTRIC INC	E	5/27/2009			999999		354.24
0022	DANKO EMERGENCY EQUIPMENT CO.	E	5/27/2009			999999		132.78
0034	CRONISTER BROTHERS, INC	E	5/27/2009			999999		813.57
0039	BATTERY MART INC	E	5/27/2009			999999		73.80
0043	BOWLUS SCHOOL SUPPLY INC	E	5/27/2009			999999		2.16
0046	ETTINGERS OFFICE SUPPLY	E	5/27/2009			999999		4,060.20
0054	JOPLIN SUPPLY COMPANY	E	5/27/2009			999999		1,694.87
0055	JOHN'S SPORT CENTER	E	5/27/2009			999999		91.95
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	5/27/2009			999999		635.50
0063	LOCKE WHOLESALE SUPPLY	R	5/27/2009			999999		5,227.30
0073	K P & P INC	E	5/27/2009			999999		75.00
0074	RUSSELL BELDEN ELECTRIC COMPAN	E	5/27/2009			999999		451.86
0078	SUPERIOR LINEN SERVICE	E	5/27/2009			999999		309.22
0083	WATER PRODUCTS INC	E	5/27/2009			999999		7,301.68
0084	INTERSTATE EXTERMINATOR, INC.	E	5/27/2009			999999		152.00
0087	FORMS ONE	E	5/27/2009			999999		312.21
0094	M&I BANK	D	5/29/2009			999999		70.23

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0101	BUG-A-WAY INC	E	5/27/2009			999999		40.00
0105	PITTSBURG AUTOMOTIVE INC	E	5/27/2009			999999		935.40
0112	MARRONES INC	E	5/27/2009			999999		296.65
0129	PROFESSIONAL ENGINEERING CONSU	E	5/27/2009			999999		20,624.35
0135	PITTSBURG AREA CHAMBER OF COMM	E	5/27/2009			999999		370.00
0142	HECKERT CONSTRUCTION CO INC	E	5/27/2009			999999		6,999.34
0145	BROADWAY LUMBER COMPANY, INC.	E	5/27/2009			999999		490.49
0146	CHAPMAN'S LOCKSMITHING	E	5/27/2009			999999		100.00
0154	BLUE CROSS & BLUE SHIELD	D	5/20/2009			999999		22,828.82
0154	BLUE CROSS & BLUE SHIELD	D	5/27/2009			999999		25,912.93
0154	BLUE CROSS & BLUE SHIELD	D	6/01/2009			999999		24,485.02
0163	O'REILLY AUTOMOTIVE INC	E	5/27/2009			999999		5.17
0164	ALVIN J EASTEP	E	5/27/2009			999999		40.00
0176	BAKER & TAYLOR INC	E	5/27/2009			999999		2,326.03
0177	BOOK WHOLESALERS INC	E	5/27/2009			999999		295.57
0181	INGRAM	E	5/27/2009			999999		151.03
0185	MISSION CLAY PRODUCTS	E	5/27/2009			999999		4.38
0191	XEROX CORP	E	5/27/2009			999999		409.35
0199	KIRKLAND WELDING SUPPLIES	E	5/27/2009			999999		16.01
0200	SHERWIN WILLIAMS COMPANY	E	5/27/2009			999999		436.93
0201	SPICER-ADAMS WELDING, INC.	E	5/27/2009			999999		356.00
0207	PEPSI-COLA BOTTLING CO OF PITT	E	5/27/2009			999999		213.05

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	5/20/2009			999999		1,498.60
0278	LAWSON PRODUCTS INC	E	5/27/2009			999999		402.14
0286	R&R PRODUCTS INC	E	5/27/2009			999999		233.73
0289	TITLEIST	E	5/27/2009			999999		361.28
0292	UNIFIRST CORPORATION	E	5/27/2009			999999		41.26
0294	COPY PRODUCTS INC	E	5/27/2009			999999		125.80
0304	AIRKEM MIDWEST SALES INC	E	5/27/2009			999999		222.24
0306	CASTAGNO OIL CO INC	E	5/27/2009			999999		712.92
0308	DOBRAUC OIL COMPANY INC	E	5/27/2009			999999		1,234.50
0312	HACH COMPANY	E	5/27/2009			999999		120.85
0317	KUNSHEK CHAT & COAL CO, INC.	E	5/27/2009			999999		757.68
0328	KANSAS ONE-CALL SYSTEM	E	5/27/2009			999999		278.40
0329	O'MALLEY IMPLEMENT CO INC	E	5/27/2009			999999		129.70
0335	CUSTOM AWARDS PLUS INC	E	5/27/2009			999999		833.12
0339	GENERAL MACHINERY	E	5/27/2009			999999		2,918.44
0341	RADIO SHACK CORP.	E	5/27/2009			999999		27.99
0347	LYNN'S QUICK LUBE	E	5/27/2009			999999		34.95
0348	TYRELL'S SERVICE INC	E	5/27/2009			999999		1,275.96
0364	CRAWFORD COUNTY SHERIFF	E	5/27/2009			999999		1,784.00
0373	BROADWAY ELECTRONICS INC	E	5/27/2009			999999		1,348.00
0375	CONVENIENT WATER COMPANY	E	5/27/2009			999999		258.85
0400	QUILL CORPORATION	E	5/27/2009			999999		123.94

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0420	CONTINENTAL RESEARCH CORP	E	5/27/2009			999999		169.25
0422	DEMCO INC	E	5/27/2009			999999		617.88
0543	PITTSBURG REFRIGERATION	E	5/27/2009			999999		3,659.88
0577	KANSAS GAS SERVICE	R	5/27/2009			999999		102.57
0583	DICKINSON INDUSTRIES INC	E	5/27/2009			999999		8.00
0623	CALVIN JONES	E	5/27/2009			999999		65.00
0627	BOETTCHER SUPPLY INC	E	5/27/2009			999999		60.00
0636	SAM BROWN & SON SHEET METAL	E	5/27/2009			999999		35.00
0704	NEPTUNE RADIATOR AND AUTO	E	5/27/2009			999999		147.16
0709	BATES SALES COMPANY INC	E	5/27/2009			999999		374.94
0714	SHARE CORPORATION	E	5/27/2009			999999		140.24
0751	ULTRA-CHEM INC	E	5/27/2009			999999		177.02
0786	RICHARD RHEUMS	E	5/27/2009			999999		65.00
0788	SCHREIBER LLC	E	5/27/2009			999999		265.00
0806	JOHN L CUSSIMANIO	E	5/27/2009			999999		200.00
0810	OMB POLICE SUPPLY INC	E	5/27/2009			999999		104.99
0823	TOUCHTON ELECTRIC INC	E	5/27/2009			999999		7,079.66
0832	FINISHING TOUCH	E	5/27/2009			999999		25.00
0844	HY-FLO EQUIPMENT CO	E	5/27/2009			999999		113.19
0866	AVFUEL CORPORATION	R	5/27/2009			999999		35.00
0932	ALL-QUIP RENTAL AND SALES INC	E	5/27/2009			999999		128.92
0947	TOM SLAUGHTER	E	5/27/2009			999999		300.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1235	RHODES GROCERY INC	E	5/27/2009			999999		27.31
1347	ELECTRIC MOTOR SUPPLY INC	E	5/27/2009			999999		1,212.50
1619	MIDWEST TAPE	E	5/27/2009			999999		120.80
2035	O'BRIEN ROCK CO., INC.	E	5/27/2009			999999		680.00
2137	VAN WALL GROUP	E	5/27/2009			999999		232.87
2161	RECORDED BOOKS	E	5/27/2009			999999		712.33
2417	MARCIVE, INC.	E	5/27/2009			999999		6.18
2612	SANTA FE DISTRIBUTING INC	E	5/27/2009			999999		1,073.79
2765	G.S. ROBINS & COMPANY	E	5/27/2009			999999		3,224.00
2767	BRENNTAG SOUTHWEST, INC	E	5/27/2009			999999		2,280.00
2960	PACE ANALYTICAL SERVICES INC	E	5/27/2009			999999		643.00
2966	DURABLE COMPONENT TECH	E	5/27/2009			999999		87.99
3209	SIMPLEXGRINNELL LP	E	5/27/2009			999999		559.00
3261	PITTSBURG AUTO & GLASS	E	5/27/2009			999999		30.00
3279	UTILITY MAINTENANCE CONTR	E	5/27/2009			999999		61.24
3281	USA BLUE BOOK	E	5/27/2009			999999		355.17
3697	LR ENTERPRISES LLC	E	5/27/2009			999999		179.70
3867	DIAMOND VOGEL PAINT CENTER #40	E	5/27/2009			999999		4,694.85
3971	FASTENAL COMPANY	E	5/27/2009			999999		329.49
4126	EMERGENCY MEDICAL PRODUCT INC	E	5/27/2009			999999		98.85
4133	T.H. ROGERS HOMECENTER	E	5/27/2009			999999		185.76
4183	BARBIZON LIGHT	E	5/27/2009			999999		33.03

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4307	HENRY KRAFT, INC.	E	5/27/2009			999999		479.88
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	5/27/2009			999999		3,512.82
4501	JAMES D PATTERSON	E	5/27/2009			999999		423.00
4698	THE MORNING SUN	E	5/27/2009			999999		243.14
4707	EMERGENCY FIRE EQUIPMENT CO.	E	5/27/2009			999999		72.00
4711	RANDOM HOUSE, INC.	E	5/27/2009			999999		128.00
4970	ERIC VANCE	R	5/27/2009			999999		661.00
4991	FLINT TRADING INC.	E	5/27/2009			999999		1,307.65
5204	HNTB CORPORATION	E	5/27/2009			999999		319.25
5275	US LIME COMPANY-ST CLAIR	E	5/27/2009			999999		3,302.00
5308	BUS ANDREWS EQUIPMENT INC	E	5/27/2009			999999		222.50
5340	COMMERCE BANK TRUST	E	5/28/2009			999999		21,128.56
5474	THE UPS STORE	E	5/27/2009			999999		38.89
5552	NATIONAL SIGN CO INC	E	5/27/2009			999999		1,266.52
5558	MALLE SERVICE & SUPPLY	E	5/27/2009			999999		12.50
5590	HD SUPPLY WATERWORKS LTD	E	5/27/2009			999999		2,587.20
5635	LASER EQUIPMENT INC	E	5/27/2009			999999		393.23
5637	RAY ALLEN MANUFACTURING CO INC	E	5/27/2009			999999		319.95
5649	MELLEN & ASSOCIATES INC	E	5/27/2009			999999		271.58
5855	SHRED-IT USA INC	E	5/27/2009			999999		60.00
5883	SPROULS CONSTRUCTION INC	E	5/27/2009			999999		1,800.00
5904	TASC	D	5/29/2009			999999		6,565.45

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 M&I Bank
 DATE RANGE: 5/20/2009 THRU 6/02/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6016	SCHOLASTIC LIBRARY PUBLISHING	E	5/27/2009			999999		289.00
6104	CAPPS RENT-A-CAR INC	E	5/27/2009			999999		625.00
6118	CHOICE TECHNOLOGY LLC	E	5/27/2009			999999		3,920.00
6191	MARADETH FREDERICK	E	5/27/2009			999999		600.00
6203	SOUTHWEST PAPER CO INC	E	5/27/2009			999999		730.01
6234	CONCRETE POLISHING TECHNOLOGIE	E	5/27/2009			999999		559.35

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	31	26,696.77	0.00	26,696.77
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	81,361.05	0.00	81,361.05
EFT:	123	138,972.56	0.00	138,972.56
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: 80144	TOTALS:	160	247,030.38	0.00	247,030.38
BANK: 80144	TOTALS:		160	247,030.38	0.00	247,030.38

VENDOR SET: 99 City of Pittsburg, KS
 BANK: EFT MANUAL EFTS
 DATE RANGE: 5/20/2009 THRU 6/02/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	E	6/02/2009			999999		1,409.49
0558	KANSAS CAVALRY	E	5/29/2009			999999		60.00
0587	WESTCO	E	5/29/2009			999999		3,240.00
0866	AVFUEL CORPORATION	E	6/02/2009			999999		301.80
2035	O'BRIEN ROCK CO., INC.	E	5/28/2009			999999		537.50
2921	CSG SYSTEMS INC	E	5/20/2009			999999		5,676.59
3079	COMMERCE BANK	E	6/01/2009			999999		8,149.99
3435	PURCHASE POWER (POLICE METER)	E	6/01/2009			999999		268.99
3867	DIAMOND VOGEL PAINT CENTER #40	E	6/02/2009			999999		70.42
4638	SOUND PRODUCTS	E	6/01/2009			999999		46.35
4698	THE MORNING SUN	E	5/29/2009			999999		121.57
5249	CHRISTY STAFFORD	E	5/28/2009			999999		18.26
5609	RON WHITE	E	5/28/2009			999999		367.50
5689	CONNIE ETZKIN	E	5/28/2009			999999		94.89
5994	SEKC HUMAN RESOURCE ASSOCIATIO	E	6/02/2009			999999		30.00

* * T O T A L S * *				
	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
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:	15	20,393.35	0.00	20,393.35
NON CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	0	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: EFT	TOTALS:	15	20,393.35	0.00	20,393.35
BANK: EFT	TOTALS:		15	20,393.35	0.00	20,393.35

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
06168	K AND B RENTALS LLC	R	6/01/2009			159622		241.00
00266	JOHN S KUTZ	R	6/01/2009			159623		810.83
01601	GRAIG MOORE	R	6/01/2009			159624		236.00
03406	JON SCHWENKER	R	6/01/2009			159625		229.00
04636	WESTAR ENERGY, INC. (HAP)	R	6/01/2009			159626		769.00
00140	A&M RENTALS	E	6/02/2009			999999		1,304.00
00372	CONNER REALTY	E	6/02/2009			999999		1,606.00
00855	CHARLES HOSMAN	E	6/02/2009			999999		253.00
00969	SEK-CAP INC	E	6/02/2009			999999		41.00
01008	BENJAMIN M BEASLEY	E	6/02/2009			999999		1,187.00
01231	JOHN LOVELL	E	6/02/2009			999999		285.00
01421	SMITH RENTALS	E	6/02/2009			999999		254.00
01454	BETTY J WILSON	E	6/02/2009			999999		234.00
01542	LARRY SHANKS	E	6/02/2009			999999		922.00
01603	GARY SAKER	E	6/02/2009			999999		550.00
01609	PHILLIP H O'MALLEY	E	6/02/2009			999999		2,964.50
01638	VERNON W PEARSON	E	6/02/2009			999999		1,416.00
01649	HAROLD O'MALLEY	E	6/02/2009			999999		482.00
01688	DORA WARE	E	6/02/2009			999999		520.00
01961	DUSTIN D MAJOR	E	6/02/2009			999999		214.00
01982	KENNETH STOTTS	E	6/02/2009			999999		2,906.00
01985	RICK A MOORE	E	6/02/2009			999999		1,630.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2050	ACTON DEVELOPMENT	E	6/02/2009			999999		348.00
2256	TODD MERANDO	E	6/02/2009			999999		369.00
2304	DENNIS HELMS	E	6/02/2009			999999		157.00
2339	CHRIS WINDSOR	E	6/02/2009			999999		178.00
2398	WILLIAM E SAMSON	E	6/02/2009			999999		559.00
2542	CHARLES YOST	E	6/02/2009			999999		2,367.00
2624	JAMES ZIMMERMAN	E	6/02/2009			999999		2,361.00
2718	KENNETH B DUTTON	E	6/02/2009			999999		835.00
2771	MICHELLE PRYOR	E	6/02/2009			999999		132.00
2850	VENITA STOTTS	E	6/02/2009			999999		518.00
2913	KENNETH N STOTTS JR	E	6/02/2009			999999		962.57
3002	BARBARA MINGORI	E	6/02/2009			999999		503.00
3067	STEVE BITNER	E	6/02/2009			999999		4,788.00
3082	JOHN R JONES	E	6/02/2009			999999		468.00
3114	PATRICIA BURLESON	E	6/02/2009			999999		1,328.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	6/02/2009			999999		936.00
3162	THOMAS A YOAKAM	E	6/02/2009			999999		638.00
3187	DEAN POWELL	E	6/02/2009			999999		324.00
3215	REA RAE DONNA RHODES	E	6/02/2009			999999		88.00
3218	CHERYL L BROOKS	E	6/02/2009			999999		616.60
3230	DAN MONTEMURRO	E	6/02/2009			999999		311.00
3241	CHARLES P SIMPSON	E	6/02/2009			999999		638.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3252	LINDA S LLOYD	E	6/02/2009			999999		237.00
3272	DUNCAN HOUSING LLC	E	6/02/2009			999999		2,173.00
3273	RICHARD F THENIKL	E	6/02/2009			999999		991.00
3317	PHIL MARTIN	E	6/02/2009			999999		375.00
3520	DON T. BUCHE	E	6/02/2009			999999		319.00
3593	REMINGTON SQUARE	E	6/02/2009			999999		10,579.00
3668	MID AMERICA PROPERTIES OF PITT	E	6/02/2009			999999		6,204.21
3724	YVONNE L. ZORNES	E	6/02/2009			999999		556.00
3746	JAROLD BONBRAKE	E	6/02/2009			999999		651.00
3821	JAMES T BLANCHO	E	6/02/2009			999999		158.00
3929	MDI LIMITED PARTNERSHIP #49	E	6/02/2009			999999		6,677.20
3945	KEITH E. HARRIS	E	6/02/2009			999999		196.00
3977	EUGENE HUNT	E	6/02/2009			999999		520.00
3978	TBSW HOLDINGS, LLC	E	6/02/2009			999999		198.00
4154	JOSEPH L. BOURNONVILLE	E	6/02/2009			999999		500.00
4218	MEADOWLARK TOWNHOUSES	E	6/02/2009			999999		2,608.00
4308	KENNETH BATEMAN	E	6/02/2009			999999		66.00
4388	RICHARD L. PERRY	E	6/02/2009			999999		398.52
4492	PITTSBURG APARTMENTS	E	6/02/2009			999999		3,750.00
4546	C & M PROPERTIES LLC	E	6/02/2009			999999		50.00
4550	JIM RUSSELL	E	6/02/2009			999999		391.00
4564	TERRY L SIMPSON	E	6/02/2009			999999		266.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4605	HARLIN C CRAIN	E	6/02/2009			999999		140.00
4612	LORNA GRIFFIN	E	6/02/2009			999999		410.00
4637	OPAL M .WALKER	E	6/02/2009			999999		382.00
4752	S & N MANAGEMENT, LLC	E	6/02/2009			999999		367.00
4928	PITTSBURG STATE UNIVERSITY	E	6/02/2009			999999		1,773.00
5035	ZACK QUIER	E	6/02/2009			999999		525.00
5036	TRACY STAHL	E	6/02/2009			999999		890.00
5356	MICHAEL SIMMONS	E	6/02/2009			999999		600.00
5393	CARLOS ANGELES	E	6/02/2009			999999		1,011.00
5541	SANDRA GEIER	E	6/02/2009			999999		154.00
5549	DELBERT BAIR	E	6/02/2009			999999		241.00
5583	ROBERT L NANKIVELL SR	E	6/02/2009			999999		101.00
5614	JAMES DAVID VAUGHN	E	6/02/2009			999999		362.00
5653	PEGGY HUNT	E	6/02/2009			999999		193.00
5656	EARL HARTMAN	E	6/02/2009			999999		1,232.00
5660	HERBERT WARING	E	6/02/2009			999999		355.00
5676	BARBARA TODD	E	6/02/2009			999999		254.00
5716	CHARLES T IMEL	E	6/02/2009			999999		400.00
5748	COZY LIVING PROPERTIES INC	E	6/02/2009			999999		406.00
5806	GARY M WILKINSON	E	6/02/2009			999999		218.00
5817	JAMA ENTERPRISES LLP	E	6/02/2009			999999		1,262.00
5822	JOE FENSKE	E	6/02/2009			999999		465.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5825	DEAN DAVIED	E	6/02/2009			999999		286.00
5829	LORN BURDICK	E	6/02/2009			999999		491.00
5831	DOUGLAS R BARTO	E	6/02/2009			999999		273.00
5833	GERRY DENNETT	E	6/02/2009			999999		489.00
5854	ANTHONY A SNYDER	E	6/02/2009			999999		306.00
5858	YORK DEVELOPMENT LLC	E	6/02/2009			999999		117.84
5870	ANTHONY E SIMONCIC	E	6/02/2009			999999		372.00
5875	BRIAN WARE	E	6/02/2009			999999		525.00
5885	CHARLES T GRAVER	E	6/02/2009			999999		355.00
5891	MITCHELL R BROOKS	E	6/02/2009			999999		308.00
5896	HORIZON INVESTMENTS GROUP INC	E	6/02/2009			999999		111.00
5897	NIESE WOODY-FAIR	E	6/02/2009			999999		1,814.20
5939	EDNA R TRENT	E	6/02/2009			999999		444.00
5957	PASTEUR PROPERTIES LLC	E	6/02/2009			999999		2,026.67
5975	RAY PEAK	E	6/02/2009			999999		432.00
6002	SALLY THRELFALL	E	6/02/2009			999999		300.00
6010	TONYA HARRIS	E	6/02/2009			999999		292.00
6032	TIM .J. RIDGWAY	E	6/02/2009			999999		1,000.00
6036	JACK H LEGRAND	E	6/02/2009			999999		86.00
6043	BRENDA CAVIN	E	6/02/2009			999999		1,075.00
6050	JEFFREY R SPONSEL	E	6/02/2009			999999		331.00
6062	MARC D SCHROEDER	E	6/02/2009			999999		292.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6073	REBECCA FOSTER	E	6/02/2009			999999		976.00
6090	RANDAL BENNEFELD	E	6/02/2009			999999		466.00
6092	MINGORI LLC	E	6/02/2009			999999		225.00
6101	KENNETH D GIEFER	E	6/02/2009			999999		226.00
6108	TILDEN BURNS	E	6/02/2009			999999		315.00
6121	LEE SPONSEL	E	6/02/2009			999999		428.00
6138	CHARLES R GILMORE TRUST	E	6/02/2009			999999		68.00
6140	WANDA PERKINS	E	6/02/2009			999999		299.00
6150	JAMES L COX	E	6/02/2009			999999		410.00
6161	SJM INTERESTS INC	E	6/02/2009			999999		435.00
6172	ANDREW A WACHTER	E	6/02/2009			999999		756.00
6186	TROY ROSENSTIEL	E	6/02/2009			999999		546.00
6227	ANGELA BOLLINGER	E	6/02/2009			999999		357.00
6240	DONNA K BOTTOMLEY	E	6/02/2009			999999		146.00
6284	FRED TWEET	E	6/02/2009			999999		662.00
6294	RONALD E WUERDEMAN	E	6/02/2009			999999		321.00
6298	KEVAN L SCHUPBACH	E	6/02/2009			999999		3,865.00
6300	MARTY STAHL	E	6/02/2009			999999		139.00
6306	BALKANS DEVELOPMENT LLC	E	6/02/2009			999999		97.00
6314	PARKVIEW HOUSING	E	6/02/2009			999999		303.00
6317	RONALD L EMERSON	E	6/02/2009			999999		192.00

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	5	2,285.83	0.00	2,285.83
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	126	108,757.81	0.00	108,757.81
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
		0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: HAP	TOTALS:	131	111,043.64	0.00	111,043.64
BANK: HAP	TOTALS:		131	111,043.64	0.00	111,043.64

VENDOR SET: 99 City of Pittsburg, KS
 BANK: PY PAYROLL PAYABLES
 DATE RANGE: 5/20/2009 THRU 6/02/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0094	M&I BANK	D	5/29/2009			000000		72,136.03
0321	KP&F	D	5/29/2009			000000		28,426.38
0728	ICMA	D	5/29/2009			000000		6,719.17
1050	KPERS	D	5/29/2009			000000		19,016.74
0349	UNITED WAY OF CRAWFORD COUNTY	R	5/29/2009			159604		45.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	5/29/2009			159605		138.46
2228	KANSAS PAYMENT CENTER	R	5/29/2009			159606		78.46
2577	OK CENTRALIZED SUPPORT RE	R	5/29/2009			159607		130.97
4252	GENERAL REVENUE CORPORATION	R	5/29/2009			159608		209.04
2228	KANSAS PAYMENT CENTER	R	5/29/2009			159609		1,194.09
0028	PAYROLL CLEARING	E	5/29/2009			999999		71,473.15

* * T O T A L S * *				
	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	6	1,796.02	0.00	1,796.02
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	126,298.32	0.00	126,298.32
EFT:	1	71,473.15	0.00	71,473.15
NON CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	0	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: PY	TOTAL	11	199,567.49	0.00	199,567.49
BANK: PY	TOTALS:		11	199,567.49	0.00	199,567.49
REPORT TOTALS:			320	578,034.86	0.00	578,034.86

Passed and approved this 9th day of June, 2009.

Rudy Draper, Mayor

ATTEST:

Tammy Nagel, City Clerk



Interoffice Memorandum

TO: John VanGorden, Interim City Manager
Jon Garrison, Director of Finance
Tammy Nagel, City Clerk

FROM: Jamie Clarkson, Assistant Director of Finance

DATE: May 28, 2009

SUBJECT: Fiscal year 2008 audit report and acceptance of Comprehensive Annual Financial Report (CAFR)

Please place on the June 9, 2009 City Commission agenda the fiscal year 2008 audit report and acceptance of the CAFR. Karen Linn of Berberich Trahan & Co., P.A., will be attending the meeting to provide an overview and answer questions.



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: June 1, 2009

SUBJECT: Agenda Item – June 9, 2009
South Broadway (US-69B) Resurfacing Project
Centennial to Hudson and Cleveland to Williams
KDOT Project No. 19 U-2256-01

KDOT has prepared and submitted to the City for approval an agreement between the City of Pittsburg and the Secretary of Transportation to participate in funding street improvements on South Broadway (US-69B) from Centennial to Hudson and Cleveland to Williams. According to this agreement, the State is to be responsible for 100% of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed \$265,500.00, from ARRA funds (American Recovery and Reinvestment Act of 2009). KDOT has tentatively scheduled the project to bid on July 15, 2009, but the agreement provides the latest date of December 16, 2009 to let this project using ARRA Funds.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 9, 2009. Action necessary will be approval or disapproval of the agreement and, if approved, authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

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

Attachment: Agreement No. 103-09

cc: Tammy Nagel, City Clerk
Project File
Memo File

PROJECT NO. 19 U-2256-01
RESURFACING
CITY OF PITTSBURG, KANSAS

A G R E E M E N T

PARTIES: **DEBRA L. MILLER, Secretary of Transportation,** Kansas Department of Transportation (KDOT), hereinafter referred to as the “Secretary,”

The City of Pittsburg, Kansas, hereinafter referred to as the “City,”

Collectively referred to as the “Parties.”

PURPOSE: The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets utilizing federal funds. The City desires to construct a Project on Broadway Street, Centennial to Hudson and Cleveland to Williams in the City with federal funds. The Secretary is authorizing the use of federal recovery funds for this Project under the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). The City understands the United States Congress and Federal Highway Administration have placed conditions on the use of recovery funds. The City agrees to abide by all the conditions stated in this Agreement. The City understands lack of compliance could result in forfeiture or reimbursement of Recovery Act funds.

PROJECT: The Secretary and the City desire to enter into this Agreement for the construction of the Project, which is described as follows:

Resurfacing on Broadway Street, Centennial to Hudson and Cleveland to Williams in the City.

EFFECTIVE

DATE: The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the date signed by the Secretary or designee.

ARTICLE I

THE SECRETARY AGREES:

1. To provide technical information upon request to help the City acquire rights of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of the Kansas Department of Transportation and as required by Federal Highway Administration directives such the City may obtain participation of federal funds in the cost of the Project.

2. To let the contract for the Project and shall award the contract to the lowest responsible bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the construction of the Project in accordance with the final design plans, as required by the Federal Highway Administration, to negotiate with and report to the Federal Highway Administration and administer the payments due the contractor, including the portion of the cost borne by the City. As part of its administration functions and to comply with the Recovery Act, the Secretary will:

- a. Include and enforce contract language requiring contractors and subcontractors to comply with the Recovery Act's monthly employment reporting requirements as set forth in Required Contract Provision 03-10-09-R5. The KDOT Field Engineer assigned to the Project will monitor the contractor's "MONTHLY EMPLOYMENT REPORT," DOT Form 1589, for compliance with Required Contract Provision 03-10-09-R5.
- b. Enforce contract language requiring consultants and subconsultants performing design services or construction inspection to comply with the Recovery Act's monthly employment requirements as set forth in Required Contract Provision 03-10-09-R5. The KDOT Field Engineer assigned to the Project will monitor the consultant's "MONTHLY EMPLOYMENT REPORT," DOT Form 1589, for compliance with Required Contract Provision 03-10-09-R5. While KDOT will enforce the provision, it is the City's responsibility to include this provision in all consulting agreements (i.e. design and construction inspection) as provided in Article II, paragraphs 4 and 16.
- c. Include contract language requiring contractors and subcontractors to comply with the auditing requirements of Required Contract Provision 04-03-09-R3.

3. To 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 or 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.

4. The Project shall use federal funds consisting of American Recovery and Reinvestment Act (ARRA) funds and City funds as allocated by the Secretary to the Project.

- ARRA Funds

To be responsible for one-hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed a maximum of \$265,500.00 for the Project from ARRA funds. However, this reimbursement obligation is contingent upon the City's compliance with Article II, paragraph 2. 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 exceeds \$265,500.00 for the Project from ARRA funds.

The Secretary shall not be responsible for the total actual costs of preliminary engineering, rights of way, and utility adjustments for the Project.

5. After receipt of the Federal Highway Administration acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

ARTICLE II

THE CITY AGREES:

1. The Project shall be undertaken, prosecuted and completed for and on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection therewith are hereby by the City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the City acting in its own individual corporate capacity instead of by its agent.

2. 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 Federal-Aid Transportation Act for this Project. The City agrees to take all steps necessary to obtain federal aid for this Project.

- a. To secure Recovery Act funds, the City shall take the following steps:
 - On or before November 1, 2009, complete the right-of-way acquisition, utility relocation arrangements, and preparation of plans, specifications, and estimates for the Project, so the Secretary may let the project in the December 16, 2009 letting.
 - If the City's forces are performing the inspection services for the Project, complete the Recovery Act monthly employment reporting requirement, "MONTHLY EMPLOYMENT REPORT," DOT Form 1589, for City employees who charge time to the Project rather than charging time to overhead. The City shall complete the "MONTHLY EMPLOYMENT REPORT," DOT Form 1589, electronically on KDOT's website by accessing the Economic Stimulus link at www.ksdot.org or using the link at www.ksdot.org/EconomicRecovery.asp. The City shall submit the completed on-line "MONTHLY EMPLOYMENT REPORT," DOT Form 1589, no later than 10 calendar days after the last Saturday in the month being reported. Further details are provided in Required Contract Provision 03-10-09-R5.

- Obtain a D-U-N-S number (Dun & Bradstreet Number) to include on the “MONTHLY EMPLOYMENT REPORT,” DOT Form 1589. Acquire the D-U-N-S number using the following link: http://www.dnb.com/us/duns_update/.
 - Include and enforce contract language requiring consultants and subconsultants to comply with the monthly employment reporting requirements of Required Contract Provision 03-10-09-R5 (See Article II, paragraphs 4 and 16).
- b. The City understands the Secretary loses Recovery Act funds if the funds are not obligated within the 365 days the Recovery Act requires. Thus, if the City’s failure to complete the right-of-way acquisition, utility relocation arrangements, and preparation of plans, specifications, and estimates for the Project on or before November 1, 2009 precludes KDOT from letting the project in the December 16, 2009 letting, the Secretary may remove the funds from the City’s Project and allocate the funds elsewhere. If the Secretary removes Recovery Act funds from the City’s Project and Recovery Act funds already have been expended on preliminary engineering, the City will be obligated to reimburse the Secretary for Recovery Act funds used for preliminary engineering expenses. This provision does not affect federal-aid funds from sources other than the Recovery Act.
- c. The City understands that the Secretary loses Recovery Act funds if the reporting requirements are not met. Thus, if the City, for its own forces, fails to meet the reporting requirements, the City will have to reimburse the Secretary for Recovery Act funds lost because of such failure to comply.
- d. The City understands that Required Contract Provision 03-10-09-R5 contains additional sanctions for the City’s failure to meet the reporting requirements for City employees.

3. To design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volume I, Bureau of Local Project’s (BLP’s) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design’s road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Traffic Engineering’s Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the Federal Highway Administration pertaining thereto.

4. To make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Upon completion thereof, the design plans,

specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project shall be submitted to the Secretary by a licensed professional engineer attesting to the conformity of the design plans with the items in paragraph 3 above. Contracts between the City and any consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with paragraph 3 above. In addition, any contract between the City and any consultant retained by them to do the design for the Project covered by this Agreement shall also contain the following:

- a. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the consultant's control.
- b. Language requiring the consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- c. Because of the Secretary of Transportation of the State of Kansas (Secretary) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the consultant failed to comply with its contract obligations under this Agreement or because of the consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement.
- d. Language incorporating into the consultant contract Required Contract Provision 03-10-09-R5 which requires the consultant to complete on-line and submit electronically the "MONTHLY EMPLOYMENT REPORT", DOT Form 1589, but only if the design or other preliminary engineering services are being paid with Recovery Act funds.
- e. Language incorporating into the consultant contract Required Contract Provision 04-03-09-R3 which permits the United States Comptroller General, or the Inspector General and their representatives to audit Project records and interview employees. Even if the design or other preliminary engineering services are not being paid with Recovery Act funds, these consultant records may be audited as documents that pertain to a contract using Recovery Act funds.

5. The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items may be performed by the

Secretary or his or her 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, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. 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, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or the City.

6. A duly appointed representative of the City is authorized to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project undertaken under this Agreement. The design plans must be signed and sealed by the licensed professional engineer responsible for preparation of the design plans. Geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies. Right of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the right of way descriptions.

7. It will, in its own name, as required by law, acquire by purchase, dedication or condemnation all the rights of way, easements, and access rights shown on the final design plans in accordance with the schedule established by the Kansas Department of Transportation. The City agrees the necessary rights of way, easements, and access rights shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R., pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the Bureau of Local Projects, such rights of way, easements, and access rights have been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all rights of way, deeds, dedications, permanent easements and temporary easements.

8. To contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R., pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

9. To provide all legal descriptions required for right of way acquisition work. The City further agrees to acquire rights of way, easements, and access rights in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of the Kansas Department of Transportation and as required by Federal Highway Administration directives

for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be sent to the Office of Chief Counsel within the time limits set by the Secretary.

10. If federal funds are used in the acquisition of rights of way, any disposal of or change in the use of rights of way or in access after Project construction will require prior written approval by the Secretary.

11. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final design plans, for the purpose of constructing the highway Project. Neither the Secretary nor the Federal Highway Administration shall participate in the cost of these rights of way or easements.

12. It 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, pipe lines, meters, manholes, and other utilities, publicly or privately owned, which may be necessary to construct the Project in accordance with the final design plans. New or existing utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

Except as provided by state and federal laws, the expense of the removal or adjustment of the utilities located on public rights of way shall be borne by the owners. The expense of the removal or adjustment of privately owned utilities located on private rights of way or easements shall be borne by the City except as provided by state and federal laws.

13. It will expeditiously take such steps as are necessary to facilitate the early adjustment of utilities, will initiate the removal or adjustment of the utilities, and will proceed with reasonable diligence to prosecute this work to completion. The City further agrees to move or adjust or cause to be moved or adjusted all necessary utilities sixty (60) days prior to the scheduled construction letting except those necessary to be adjusted during construction and those which would disturb the existing street surface. The City further agrees to certify to the Secretary on forms supplied by the Secretary all utilities required to be moved prior to construction have either been moved or a date provided by the City as to when, prior to construction, they will be moved. The City will initiate and proceed to complete adjusting the remaining utilities not required to be moved during construction in order the contractor shall not be delayed in construction of the Project. The City will indemnify, hold harmless, and save the Secretary and the construction contractor for damages incurred by the Secretary and construction contractor because identified utilities have not been moved or adjusted timely or accurately.

14. To furnish the Secretary a list of existing and known utilities affected, together with locations and proposed adjustments of the same and designate an individual to be responsible for coordinating the necessary removal or adjustment of utilities.

15. To certify to the Secretary all privately owned utilities occupying public rights of way required for the construction of the Project are permitted thereon by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

16. To provide the construction inspection in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City forces or the consultant. The Secretary does not undertake for the benefit of the City, the contractor, the consultant or any third party the duty to perform the 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. To complete the Recovery Act monthly employment reporting requirements for City employees performing construction inspection, to require consultants performing construction inspection to complete the reporting requirements, and to require consultants performing construction inspection to comply with the Recovery Act auditing requirements.

- a. 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 shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.
- b. If the City performs some or all of the construction inspection with City employees who charge their time to the Project rather than overhead, the City will complete on-line and submit electronically the "MONTHLY EMPLOYMENT REPORT," DOT Form 1589 as required by Required Contract Provision 03-10-09-R5. This requirement applies even if the City limits the use of Recovery Act funds to the construction contract and fails to use Recovery Act funds for the City's construction inspection.
- c. If the City retains a third party to perform some or all of the construction inspection, the City will incorporate into the construction inspection contract the current Required Contract Provision 03-10-09-R5 which requires the consultant to complete on-line and submit electronically the "MONTHLY EMPLOYMENT REPORT," DOT Form 1589. This requirement applies even if the City limits the use of Recovery Act funds to the construction contract and fails to use Recovery Act funds for the construction inspection contract.
- d. If the City retains a third party to perform some or all of the construction inspection, the City will incorporate into the construction inspection contract the current Required Contract Provision 04-03-09-R3 which permits the United States Comptroller General or the Inspector General and their representatives to audit Project records and interview employees.

17. To deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses is fifty (50) days after the letting date.

18. The Project shall use federal funds consisting of American Recovery and Reinvestment Act (ARRA) funds and City funds as allocated by the Secretary to the Project.

- ARRA Funds

To be responsible for zero percent (0%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, up to \$265,500.00 for the Project from ARRA funds. However, this obligation is contingent upon the City's compliance with Article II, paragraph 2.

The Secretary shall not be responsible for one hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$265,500.00 for the Project from the combined ARRA and STP funds.

The Secretary shall not be responsible for one hundred percent (100%) of the total actual costs of preliminary engineering, rights of way, and utility adjustments for the Project.

19. If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

20. To participate and cooperate with the Secretary in an annual audit of the Project. To participate and cooperate with the Secretary in any audit of the Project undertaken by FHWA, the United States Comptroller General, or the Inspector General and their representatives as provided in Required Contract Provision 04-03-09-R3. The City shall make its records and books available to representatives of the Secretary and/or the Federal Highway Administration 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 federal funds by the City for items considered non-participating or if any such audits result in disallowance of costs for other reasons, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

21. If it cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

22. To adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way shown on the final design plans for this Project, and it will initiate and proceed with diligence to remove or require the removal of the encroachments. It is further agreed all

such encroachments be removed before the Project is advertised for letting (provided, however, if the Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between the City and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, the Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). The City further agrees it will not in the future permit the erection of gas and fuel dispensing pumps upon the rights of way of the Project, and it will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed no less than twelve (12) feet back of the right of way line. All rights of way provided for the Project shall be used solely for public street purposes and no signs, posters, billboards, roadside stands, fences, structures, or other private installations shall be permitted within the right of way limits except as provided by state and federal laws.

23. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

24. To locate and be responsible for all costs necessary to remedy or clean up any hazardous waste site, including, but not limited to, leaking underground storage tanks discovered on rights of way, easements, and access rights acquired by the City. The City shall be responsible to the Secretary for all damages, fines or penalties, expenses, claims, and costs incurred by the Secretary from any hazardous waste site discovered on rights of way, easements, and access rights acquired by the City prior to commencement of construction of the Project. The City shall take appropriate action to contain or remediate any identified hazardous waste site within the Project limits prior to letting of the Project. The City will investigate any and all hazardous waste sites discovered during construction of the Project on City owned land within the Project boundary and shall take appropriate action to contain or remediate such hazardous waste sites.

For any hazardous waste site, including, but not limited to, leaking underground storage tanks, the City shall hold harmless, defend, and indemnify the Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

It is specifically agreed between the Parties executing this Agreement any provision of this hazardous waste clause is not intended to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party of this Agreement to maintain a suit for personal injuries, property damages, or hazardous waste claims. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed by law.

The City, by signing this Agreement with the Secretary has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any hazardous waste on any rights of way, easements, and access rights acquired by the City. The City reserves the

right to bring any action against any third party for any hazardous waste site on any rights of way, easements, and access rights acquired by the City.

The term hazardous waste includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, are incorporated by reference and include but not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 1990 Supp. 65-3431 *et seq.*, Hazardous Waste.

The standards to establish cleanup of a hazardous waste site include, but is not limited to, federal programs administered by the E.P.A., State of Kansas environmental laws and regulations, and city and county standards where the hazardous waste site is located.

25. To control parking of vehicles on the city street throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

26. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may safely and expeditiously be served and shall adopt and enforce such rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the Federal Highway Administration.

27. To maintain the control of access rights and to 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.

28. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of the KDOT and all costs incurred by the City not to be reimbursed by the KDOT for preliminary engineering, rights of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

29. When the Project is completed and final acceptance is issued the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. Upon notification by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

30. To allow the contractor to work anytime during a twenty-four (24) hour period. The City agrees to grant all permits and licenses necessary to allow sound levels in excess of those set forth in local ordinances and/or to waive any and all local ordinances or restrictions on the contractor's working hours.

ARTICLE III

THE PARTIES MUTUALLY AGREE:

1. Plans for handling traffic during construction must be included in the design plans provided by the City and must be in conformity with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD). Detour routes and road closings, if necessary, shall be noted on the design plans. The Secretary or his or her authorized representative may act as the City's agent with full authority to determine the dates when any road closings shall commence and terminate. The Secretary or his or her authorized representative shall notify the City of the determinations made pursuant to this section.

2. The final design plans for the Project are by reference made a part of this Agreement.

3. If any items are found to be non-participating by the Secretary, acting in his or her own behalf and on the behalf of the Federal Highway Administration, the total cost of these items will be paid by the City.

4. 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 any 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 Federal Highway Administration.

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

6. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

7. The Project Special Provision 03-10-09-R5, **REQUIRED CONTRACT PROVISIONS, AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, REPORTING REQUIREMENTS FOR RECOVERY ACT CONTRACTS**, attached hereto, is hereby made a part of this Agreement.

8. The Project Special Provision 04-03-09-R3, **REQUIRED CONTRACT PROVISIONS, AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, IMPLEMENTATION OF SECTION 902 AND 1515(b)**; attached hereto, is hereby made a part of this Agreement.

9. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

10. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

THE CITY OF PITTSBURG, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

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

**REQUIRED CONTRACT PROVISIONS
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
IMPLEMENTATION OF SECTION 902 AND 1515(b)**

This Project is funded partially or wholly by funds appropriated to the state of Kansas under the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). The Recovery Act requires Recipients of Recovery Act funds to allow representatives of the United States Comptroller General and Office of Inspector General to examine records and interview persons of firms working on Contracts that use Recovery Act Funds. Recipients of Recovery Act funds include the Kansas Department of Transportation (KDOT); local public authorities (LPA's) such as Cities, Counties, and Metropolitan Planning Organizations; and other transit agencies.

I. DEFINITIONS: For purposes of this Required Contract Provision only,

a. The term Contract includes:

- An agreement between the Secretary and another Recipient of Recovery Act funds.
- A construction contract. The term construction contract means an agreement to perform physical construction of a project using Recovery Act funds.
- A consulting contract. The term consulting contract means:
 - An agreement to perform Design Services using Recovery Act funds. Design Services include preliminary engineering and technical services or designer construction services such as drawing reviews and plan revisions during construction.
 - An agreement to perform Inspection Services using Recovery Act funds. Inspection Services include engineering and administrative supervision of a construction contract.
 - An agreement to perform Inspection Services for a construction contract that uses Recovery Act funds, even though the Inspection Services are not being paid from Recovery Act funds.

b. The term Contractor includes:

- An entity contracting with a Recipient of Recovery Act funds to complete a construction contract.
- An entity contracting with a Recipient of Recovery Act funds to perform a consulting contract.

c. The term subcontractor includes:

- An entity contracting with a Contractor as defined above;
- An entity contracting with a subcontractor or lower-tier subcontractor to perform part of the physical work for the construction contract or to perform engineering or other technical services for the consulting contract;
- An entity contracting with a Contractor, a subcontractor, or a lower-tier subcontractor to supply materials needed to fulfill the construction contract or the consulting contract.

II. RECOVERY ACT SECTION 902. COMPTROLLER GENERAL'S AUTHORITY.

Section 902 of the American Recovery and Reinvestment Act (ARRA or Recovery Act) of 2009 requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

“(1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.”

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

III. RECOVERY ACT SECTION 1515(b) OIG'S AUTHORITY.

Section 1515(b) of the ARRA or Recovery Act provides that for "each contract or grant awarded using ARRA funds, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), has the authority to:

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, [subcontractors], grantee, subgrantee, or any [state or local government] agency [administering the contract], regarding such transactions."

Accordingly, the Inspector General and any representatives of the Inspector General shall have the authority and rights as provided under Section 1515(b) of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 1515(b) further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

IV. AUDITS.

Nothing in this Required Contract Provision limits the existing authority of the Federal Highway Administration or any other governmental entity to audit the contract.

05-12-09 C&M (CB)

**REQUIRED CONTRACT PROVISIONS
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
REPORTING REQUIREMENTS FOR RECOVERY ACT CONTRACTS**

This Project is funded partially or wholly by funds appropriated to the state of Kansas under the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). The Recovery Act requires Recipients of Recovery Act funds to collect and compile information for submission to the Federal Highway Administration (FHWA) and United States Congress. Recipients include the Kansas Department of Transportation (KDOT); local public authorities (LPA's) such as Cities, Counties, and Metropolitan Planning Organizations; and other transit agencies. Recipients are required to complete monthly reports containing employment information for the Project and include a provision in their contracts for contractors, subcontractors, and lower-tier subcontractors to complete monthly reports containing employment information for the Project. Recipients must meet these reporting requirements to obtain Recovery Funds.

I. DEFINITIONS. For purposes of this Required Contract Provision only:

a. The term Contractor includes:

- (1) An LPA, transit agency, or other recipient of funds appropriated under the Recovery Act (Contractor Recipient).
- (2) An entity contracting with the Secretary of Transportation (Secretary) or Contractor Recipient to complete a construction contract (Construction Contractor). The term construction contract means an agreement to perform physical construction of a project using Recovery Act funds.
- (3) An entity contracting with the Secretary or a Contractor Recipient to complete a consulting contract (Contractor Consultant). The term consulting contract means:
 - (a) An agreement to perform Design Services using Recovery Act funds. Design Services include preliminary engineering and technical services or designer construction services such as drawing reviews and plan revisions during construction.
 - (b) An agreement to perform Inspection Services using Recovery Act funds. Inspection Services include engineering and administrative supervision of a construction contract.
 - (c) An agreement to perform Inspection Services for a construction contract that uses Recovery Act funds, even though the Inspection Services are not being paid from Recovery Act funds.

b. The term subcontractor includes:

- (1) An entity contracting with a Construction Contractor to perform part of the physical work. The term subcontractor does not include entities that supply materials needed to fulfill the construction contract.
- (2) An entity contracting with a Contractor Consultant to perform part of the Design Services or Inspection Services.

c. The term lower-tier subcontractor includes:

- (1) An entity contracting with a subcontractor to perform part of the physical work. The term lower-tier subcontractor does not include entities that supply materials needed to fulfill the subcontract agreement.
- (2) An entity contracting with a subcontractor to perform part of the Design Services or Inspection Services.

II. MONTHLY EMPLOYMENT REPORT. DOT Form 1589 (in lieu of Form FHWA-1589)(Sample Attached)

a. Entities obligated to file DOT Form 1589.

- (1) The Construction Contractor shall complete a "MONTHLY EMPLOYMENT REPORT", DOT Form 1589, beginning with the Notice to Proceed date and ending with the Notice of Acceptance of Contract.
- (2) The Contractor Consultant shall complete a "MONTHLY EMPLOYMENT REPORT", DOT Form 1589, beginning with the Notice to Proceed date and ending with the date the Contractor Consultant completes all Services the consulting contract requires.
- (3) The Contractor Recipient shall complete a "MONTHLY EMPLOYMENT REPORT", DOT Form 1589. The Contractor Recipient shall begin reporting on the Notice to Proceed date for the construction contract or

the Notice to Proceed date for the consulting contract, whichever occurs first. The Contractor Recipient shall end reporting on the Notice of Acceptance of Contract for the construction contract or on the date the Contractor Consultant completes all Services for the consulting contract, whichever occurs last.

b. All Contractors shall complete the "MONTHLY EMPLOYMENT REPORT"; DOT Form 1589, electronically on KDOT's website by accessing the Economic Stimulus link at www.ksdot.org or using the link at www.ksdot.org/EconomicRecovery.asp and then the Recovery Act Reporting link.

On KDOT Let Projects: The Contractor shall select the box for KDOT Let Projects. The Construction Contractor, Contractor Consultant, or Contractor Recipient shall enter its Contractor number (the unique number KDOT has assigned to each entity that transacts business with KDOT—not the Contractor's FEIN number). After the Contractor enters its Contractor number, the website will generate a list of projects/contracts for that Contractor number and allow the Contractor to:

- (1) select the REPORT, DOT Form 1589, for desired project/contract,
- (2) fill in the required information on the REPORT for that project/contract,
- (3) save the REPORT each time data is entered, and
- (4) submit the REPORT for that project/contract upon completion of the REPORT.

On Non-KDOT Let Projects: The Contractor shall select the box for Projects Not Let by KDOT. The Construction Contractor, Contractor Consultant, or Contractor Recipient shall enter its Contractor number (the unique number KDOT has assigned to each entity that transacts business with KDOT—not the Contractor's FEIN number). If the Construction Contractor or Contractor Consultant does not have a Contractor number with KDOT, obtain a number by contacting the KDOT Director of Operations Office at 785-296-2235. In addition to entering its Contractor number, the Contractor will have to enter the Contract Number between KDOT and the Entity letting the Project. The Entity letting the Project should have furnished this information to the Contractor. After the Contractor has entered its Contractor number and the Contract Number between KDOT and the Letting Entity, the website allows the Contractor to:

- (1) fill in the required information on the REPORT for that project/contract,
- (2) save the REPORT each time data is entered, and
- (3) submit the REPORT for that project/contract upon completion of the REPORT.

The website will not permit the Contractor to submit the REPORT until all fields have been completed.

c. Construction Contractors and Contractor Consultants shall require each subcontractor and lower-tier subcontractor to complete and submit to that Contractor a "MONTHLY EMPLOYMENT REPORT"; DOT Form 1589 or Like Report, so these Contractors can include that information in their on-line electronic REPORT as required by *Subsection II.b.*

(1) A copy of DOT Form 1589 is available to subcontractors and lower-tier subcontractors in Microsoft Excel format on KDOT's internet. Go to www.ksdot.org, select Doing Business With Us, then Letting Information, then DOT Form 1589.

(2) In lieu of DOT Form 1589, Construction Contractors and Contractor Consultants may develop a Like Report for subcontractors and lower-tier subcontractors to furnish the required information to the Contractors. However, such Like Report shall contain the same information required on DOT Form 1589.

(3) Upon completion, subcontractors and lower-tier subcontractors shall furnish the DOT Form 1589 or Like Report to the Construction Contractor or Contractor Consultant, whichever is appropriate. Contractors, subcontractors, and lower-tier subcontractors shall retain copies of the DOT Form 1589 or Like Report for subsequent review and auditing. These Reports should not be sent to the Secretary or Contractor Recipient unless and until specifically requested. As already stated, the Secretary will receive the Contractor's electronic DOT Form 1589 on-line through the Economic Stimulus link.

d. Completing DOT Form 1589

- (1) Enter the Month and Year being reported in Box 1.
- (2) The Contracting Agency is the owner of the Project. Even if KDOT lets and administers the Project as the Contractor Recipient's agent, the Contractor Recipient is the Contracting Agency and will be the entity identified in Box 2 of DOT Form 1589. If the Contractor Recipient is completing the DOT Form 1589 for its direct, on the project employees as required, the Contractor Recipient will be the Contracting Agency as well as the Contractor identified in Box 7 of DOT Form 1589.

(3) All Contractors (including Contractor Recipients) shall obtain a D-U-N-S number (Dun & Bradstreet Number). Contractors may acquire the D-U-N-S number using the following link: http://www.dnb.com/us/duns_update/. Subcontractors do not have to obtain a D-U-N-S number.

(4) Only Construction Contractors report Disadvantaged Business Enterprise (DBE) information on DOT Form 1589. For the DBE Total Payments to Date, report the total, accumulated payments made to all Kansas-certified DBE's, even if the Project had a self-determined goal or no DBE goal.

(5) For the Number of Employees, report the number of direct, on-the-project employees. This includes employees on the job site, in the field office, in the home office, and in alternative locations who charge time to the project rather than overhead and thus are considered actively engaged in the project. If a Contractor or Subcontractor has no employees to report for that reporting month, enter a "0" in the "Employees" column.

(6) For the Number of Hours, include regular and overtime hours for all direct, on-the-project employees. If a Contractor or Subcontractor has no employees and thus no hours to report for that reporting month, enter a "0" in the "Hours" column.

(7) For the Payroll information, include the direct labor paid for the number of hours reported for the number of direct, on-the-project employees reported. Do not include fringe benefits or overhead for these employees. If a Contractor or Subcontractor has no employees and thus no payroll to report for that reporting month, enter a "0" in the "Payroll" column.

(8) For Subcontractors, enter the names of all subcontractors who will be working on the Project.

- o On KDOT-let Projects, the information is populated into the DOT Form 1589 based on the Request for Approval of Subcontractor Form 259. It is critical that Contractors submit all Form 259's needed for the Project on or before the Notice to Proceed even if those subcontractors will not be performing work at the beginning of the Project.

- o On non-KDOT Let Projects, the first time the Contractor accesses the DOT Form 1589, the Contractor shall manually enter the names of all subcontractors who will be working on the Project. It is critical that the Contractor identify all subcontractors who will be working on the Project even if those subcontractors will not be performing work at the beginning of the Project.

(9) Further guidance may be found at www.fhwa.dot.gov/economicrecovery/index.htm.

e. Submitting DOT Form 1589.

All Contractors shall submit the completed on-line "MONTHLY EMPLOYMENT REPORT", DOT Form 1589, no later than 10 calendar days after the last Saturday in the month being reported. This allows the Contractors to compile the information at the end of the last payroll period in the month being reported rather than in the middle of a payroll period. However, be sure to include in the next "MONTHLY EMPLOYMENT REPORT" any days that were not reported in the previous calendar month. Contractors may obtain a schedule of required reporting dates on KDOT's website by accessing the Economic Stimulus link at www.ksdot.org or using the link at www.ksdot.org/EconomicRecovery.asp.

Construction Contractors and Contractor Consultants shall require subcontractors and lower-tier subcontractors to submit their "MONTHLY EMPLOYMENT REPORT" (DOT Form 1589 or Like Report) within the amount of time the Construction Contractor or Contractor Consultant believes is necessary to enable that Contractor to input the data on-line and meet the 10-day submission requirement. A subcontractor's or lower-tier subcontractor's failure to timely furnish to the Contractor a "MONTHLY EMPLOYMENT REPORT" does not excuse the Contractor's obligation to complete and submit the "MONTHLY EMPLOYMENT REPORT", DOT Form 1589, on-line within the required 10 calendar days.

III. SANCTIONS

a. For Construction Contractors: If the Construction Contractor fails to complete and submit the on-line "MONTHLY EMPLOYMENT REPORT", DOT Form 1589, within 10 calendar days after the last Saturday in the month being reported, the Secretary or other Contractor Recipient may impose one or more of the following sanctions:

(1) Withhold payment of progress payments until the Construction Contractor complies with the reporting requirements of this Required Contract Provision.

(2) Declare the Construction Contractor a non-responsible Contractor under **subsection 102.18** of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction (2007 Edition) (Standard Specifications), thereby precluding award of a contract to the Contractor.

(3) Deny the Construction Contractor's approval as a subcontractor on other projects under Standard Specifications **subsection 105.9**.

(4) Assess damages of \$200.00 per day for every calendar day, or part thereof, that the "MONTHLY EMPLOYMENT REPORT" has not been submitted after the 10 calendar days allowed expire.

(5) Declare the Construction Contractor in breach of contract under Standard Specifications **subsection 108.9**. However, rather than the 10-day cure time allowed under Standard Specifications **subsection 108.9**, the Construction Contractor shall have 2 calendar days to cure the default by providing the "MONTHLY EMPLOYMENT REPORT". If the default is not cured within this 2 calendar days, the Secretary may terminate the Construction Contractor from the Project and exercise the Secretary's remedies under Standard Specifications **subsection 108.9** or the Secretary may allow the Construction Contractor to remain on the Project. Under either alternative, the Secretary may compile or hire a third party to compile and furnish the required information at the Contractor's and Surety's expense.

(6) Exercise termination or other remedy available in the construction contract between the Construction Contractor and Contractor Recipient.

(7) Take other action that FHWA authorizes for non-compliance with this Required Contract Provision.

b. For Contractor Consultants: If the Contractor Consultant fails to complete and submit the on-line "MONTHLY EMPLOYMENT REPORT", DOT Form 1589, within 10 calendar days after the last Saturday in the month being reported, the Secretary of Transportation or other Contractor Recipient may impose one or more of the following sanctions:

(1) Withhold payment of progress payments until the Contractor Consultant complies with the reporting requirements of this Required Contract Provision.

(2) Refrain from negotiating with the Contractor Consultant on other Engineering Agreements until the Contractor Consultant complies with the reporting requirements of this Required Contract Provision.

(3) Deny the Contractor Consultant's approval as a subcontractor on other projects.

(4) Assess damages of \$200.00 per day for every calendar day, or part thereof, that the "MONTHLY EMPLOYMENT REPORT" has not been submitted after the 10 calendar days allowed expire.

(5) Declare the Contractor Consultant in breach of contract. However, rather than utilizing procedures outlined in the KDOT's Consultant Standard of Care Policy, the Contractor Consultant shall have 2 calendar days to cure the default by providing the "MONTHLY EMPLOYMENT REPORT". If the default is not cured within this 2 calendar days, the Secretary may terminate the Contractor Consultant from the Project or the Secretary may allow the Contractor Consultant to remain on the Project. Under either alternative, the Secretary may compile or hire a third party to compile and furnish the required information at the Contractor Consultant's expense.

(6) Exercise termination or other remedy available in the consulting contract between the Contractor Consultant and Contractor Recipient.

(7) Take other action that FHWA authorizes for non-compliance with this Required Contract Provision.

c. For Contractor Recipients. If a Contractor Recipient fails to complete and submit the on-line "MONTHLY EMPLOYMENT REPORT", DOT Form 1589, within 10 calendar days after the last Saturday in the month being reported, the Secretary may impose one of the following sanctions:

(1) Refrain from entering into other agreements with the Contractor Recipient for other projects until the Contractor Consultant complies with the reporting requirements of this Required Contract Provision.

(2) Assess damages of \$200.00 per day for every calendar day, or part thereof, that the "MONTHLY EMPLOYMENT REPORT" has not been submitted after the 10 calendar days allowed expire.

(3) Declare the Contractor Recipient in breach of contract and compile or hire a third party to compile and furnish the required information at the Contractor Recipient's expense.

(4) Require the Contractor Recipient to reimburse the Secretary for Recovery Act funds lost because of the Recipient's failure to comply with this Required Contract Provision.

(5) Take other action that FHWA authorizes for non-compliance with this Required Contract Provision.

d. The Secretary is responsible to the FHWA for administering this provision even if the Contractor Recipient lets the project. Thus, the Contractor Recipient shall obtain the Secretary's permission before imposing one or more of the sanctions identified in **subsection III.a or III.b**.

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 relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which 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 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 natural 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 contractor 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 contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

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 this Order.

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. 1-01), 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.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State 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 vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."