

## Table of Contents

Agenda . . . . .	4
Proclamation - Disability Mentoring Day in Pittsburg - received by Lou Ann Colyer	
Disability Mentoring Day 2009 . . . . .	9
Approval of the minutes of the September 22, 2009, City Commission Meeting.	
minutes 09-22-09 . . . . .	10
Approval of Supplemental Agreement No. 1 to Agreement No. 212-09 for Construction Engineering Inspection Services by TranSystems Corporation on the South Broadway Resurfacing Project, Centennial to Hudson and Cleveland to Williams, KDOT Project No. 19 U-2256-01; ARRA project No. U225(601).	
S Bdwy Suppl Agrmt Memo. . . . .	14
CE Services Supplemental . . . . .	16
Approval of Amendment No. 2 to the Loan Agreement for a low interest loan from the Kansas Department of Health and Environment to be used to make improvements at the Water Treatment Plant.	
WTP Suppl Agrmt Memo . . . . .	24
KDHE Loan Agreement Amendment 2 . . . . .	25
Approval of a contract between the City of Pittsburg and Musical Memories for the February 14th, 2010, performance of Cathy Scott at the Memorial Auditorium & Convention Center, and autorizaton for the Mayor to sign the contract on behalf of the City.	
Memo for Cathy Scott performance. . . . .	31
Approval of a contract between the City of Pittsburg and the Church Basement Ladies for a comedy play to be presented on April 29th, 2010, at the Memorial Auditorium & Convention Center, and authorization for the Mayor to sign the contract on behalf of the City.	
Memo Church Basement Ladies . . . . .	32
Approval of staff recommendation to declare the old phone system as surplus property and direct staff to receive sealed bids to dispose of the phone system.	
Phone system memo . . . . .	33
Approval of staff recommendation to transfer the Pittsburg Bi- Centennial Trust in the amount of \$5,364.98 from M&I Bank to the Community Foundation of Southeast Kansas, and authorize the Mayor to sign the appropriate documents.	
Trust Termination . . . . .	34
Trust Agreement . . . . .	36
Approval of a contract amendment with Springsted for the performance of Continuing Disclosure Requirements and/or Arbitrage Rebate Requirements relating to the Series 2009A, \$1,545,000 General Obligation Bond issue.	
Springsted . . . . .	38

Approval of the 2009 Auditing Contract with Berberich Trahan & Co., PA, in the amount of \$39,375, and authorize the Mayor to sign the contract on behalf of the City.

2009 AUDIT CONTRACT . . . . . 41

Acceptance of the renewal quotes from St. Paul Travelers Insurance Company for the City's property and liability insurance for the year 2010 in the amount of \$254,914 and from Ace Property and Casualty Insurance Company for Atkinson Airport liability insurance for 2010 in the amount of \$8,700 (total combined amount \$263,614).

2010 Insurance . . . . . 50

Approval of the Citizen's Advisory Board's recommendation to approve the housing rehabilitation loan application submitted by Jeff Munger of 609 North Smelter for an amount not to exceed \$18,000.

CAB minutes . . . . . 67

Approval of staff recommendation to award the bid for the sale of the old Public Safety Center, 611 N. Pine Street to Washington Electronics, Inc., based on their submitted bid of \$50,050.

Public Safety Center 2009 . . . . . 68

Bidtab . . . . . 69

Approval of the Appropriation Ordinance for the period ending October 14, 2009, subject to the release of HUD expenditures when funds are received.

CHECK LIST . . . . . 70

Passed and approved. . . . . 91

FACADE GRANT APPLICATION - PIERRE MONSOUR - 113, 115, and 117 EAST 6th STREET - Staff is recommending approval of a Facade Grant Application submitted by Pierre Monsour, owner of the property located at 113, 115 and 117 East 6th Street, in the amount of \$8,200.00, with the conditions that the applicant completes all work as presented in the application, meets or increases financial contribution toward facility upgrade matching costs, and passes fire re-inspection.

Facade Grant . . . . . 92

ORDINANCE NO. S-981 - Approval of Ordinance No. S-981, authorizing the execution of a loan agreement between the City of Pittsburg, Kansas and the State of Kansas, acting by and through the Kansas Department of Health and Environment for the purpose of obtaining a loan from the Kansas Water Pollution Control Revolving Fund for the purpose of financing a wastewater treatment project; establishing a dedicated source of revenue for repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing certain other actions in connection with the loan agreement.

Ordinance S981. . . . . 93

REQUEST TO REZONE - The Planning and Zoning Commission, in its meeting of August 24th, 2009, voted 5 to 1 (with one abstention) to recommend Governing Body disapproval of a request submitted by Charles M. Heckert, President of Heckert Construction Co., Inc., on behalf of Westbrook Development, LLC to rezone 1308 South Rouse from R-1A Single Family Residential to CP-2 Planned General Commercial.

Dollar General Rezoning Memo. . . . .	97
Dollar General Use Map . . . . .	102
Dollar General Rezoning Map. . . . .	103
Drawing 1 . . . . .	104
Traffic Info. . . . .	105

CITY OF PITTSBURG, KANSAS  
COMMISSION AGENDA  
Tuesday, October 13, 2009  
5:30 PM

---

**CALL TO ORDER BY THE MAYOR:**

- a. Invocation by K.O. NooNoo, First Presbyterian Church
- b. Flag Salute Led by the Mayor
- c. Proclamation - Disability Mentoring Day in Pittsburg - received by Lou Ann Colyer
- d. Public Input

**CONSENT AGENDA:**

- a. Approval of the minutes of the September 22, 2009, City Commission Meeting.
- b. Approval of Supplemental Agreement No. 1 to Agreement No. 212-09 for Construction Engineering Inspection Services by TranSystems Corporation on the South Broadway Resurfacing Project, Centennial to Hudson and Cleveland to Williams, KDOT Project No. 19 U-2256-01; ARRA project No. U225(601). **Approve or disapprove Supplemental Agreement No. 1 and, if approved, direct the Mayor to sign the Supplemental Agreement on behalf of the City of Pittsburg.**
- c. Approval of Amendment No. 2 to the Loan Agreement for a low interest loan from the Kansas Department of Health and Environment to be used to make improvements at the Water Treatment Plant. **Approve or disapprove Amendment No. 2 to Loan Agreement and, if approved, direct the Mayor to sign the Amendment on behalf of the City of Pittsburg.**
- d. Approval of Ordinance No. G-1075, providing for the change of a certain area from Agricultural to Planned Medium Industrial (IP-2) and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg (property location - 2000 East 27th Street Terrace. Request of the City of Pittsburg). **Second Reading - ROLL CALL VOTE.**

CITY OF PITTSBURG, KANSAS  
COMMISSION AGENDA  
Tuesday, October 13, 2009  
5:30 PM

---

- e. Approval of Ordinance No. G-1076 amending Section 54-41 of the Code of the City of Pittsburg, Kansas, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2009 Edition of the "Uniform Public Offense Code for Kansas Cities" as published by the League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1049. **Second Reading - ROLL CALL VOTE**
  
- f. Approval of Ordinance No. G-1077, amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection and health, property and safety, and the regulation of traffic by adopting by reference the 2009 Edition of the "Standard Traffic Ordinances for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1050. **Second Reading - ROLL CALL VOTE**
  
- g. Approval of a contract between the City of Pittsburg and Musical Memories for the February 14th, 2010, performance of Cathy Scott at the Memorial Auditorium & Convention Center, and authorization for the Mayor to sign the contract on behalf of the City.
  
- h. Approval of a contract between the City of Pittsburg and the Church Basement Ladies for a comedy play to be presented on April 29th, 2010, at the Memorial Auditorium & Convention Center, and authorization for the Mayor to sign the contract on behalf of the City.
  
- i. Approval of staff recommendation to declare the old phone system as surplus property and direct staff to receive sealed bids to dispose of the phone system.
  
- j. Approval of staff recommendation to transfer the Pittsburg Bi-Centennial Trust in the amount of \$5,364.98 from M&I Bank to the Community Foundation of Southeast Kansas, and authorize the Mayor to sign the appropriate documents.
  
- k. Approval of a contract amendment with Springsted for the performance of Continuing Disclosure Requirements and/or Arbitrage Rebate Requirements relating to the Series 2009A, \$1,545,000 General Obligation Bond issue.

CITY OF PITTSBURG, KANSAS  
COMMISSION AGENDA  
Tuesday, October 13, 2009  
5:30 PM

---

- i. Approval of the 2009 Auditing Contract with Berberich Trahan & Co., PA, in the amount of \$39,375, and authorize the Mayor to sign the contract on behalf of the City.
  
- m. Acceptance of the renewal quotes from St. Paul Travelers Insurance Company for the City's property and liability insurance for the year 2010 in the amount of \$254,914 and from Ace Property and Casualty Insurance Company for Atkinson Airport liability insurance for 2010 in the amount of \$8,700 (total combined amount \$263,614).
  
- n. Approval of the Citizen's Advisory Board's recommendation to approve the housing rehabilitation loan application submitted by Jeff Munger of 609 North Smelter for an amount not to exceed \$18,000.
  
- o. Approval of the Real Estate Sales Contract and Addendum for the property located at 905 West 4th in the amount of \$22,000.00, and authorize the Mayor to sign the documents on behalf of the City.
  
- p. Approval of staff recommendation to award the bid for the sale of the old Public Safety Center, 611 N. Pine Street to Washington Electronics, Inc., based on their submitted bid of \$50,050.
  
- q. Approval of an application submitted by Richard Peoples for a Dance Hall License at The Jungle located at 1620 South Broadway and direct the City Clerk to issue the license.
  
- r. Approval of the Appropriation Ordinance for the period ending October 14, 2009, subject to the release of HUD expenditures when funds are received.  
**ROLL CALL VOTE**

CITY OF PITTSBURG, KANSAS  
COMMISSION AGENDA  
Tuesday, October 13, 2009  
5:30 PM

---

CONSIDER THE FOLLOWING:

- a. **FACADE GRANT APPLICATION - PIERRE MONSOUR - 113, 115, and 117 EAST 6th STREET - Staff is recommending approval of a Facade Grant Application submitted by Pierre Monsour, owner of the property located at 113, 115 and 117 East 6th Street, in the amount of \$8,200.00, with the conditions that the applicant completes all work as presented in the application, meets or increases financial contribution toward facility upgrade matching costs, and passes fire re-inspection. Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the appropriate documents.**
  
- b. **ORDINANCE NO. S-981 - Approval of Ordinance No. S-981, authorizing the execution of a loan agreement between the City of Pittsburg, Kansas and the State of Kansas, acting by and through the Kansas Department of Health and Environment for the purpose of obtaining a loan from the Kansas Water Pollution Control Revolving Fund for the purpose of financing a wastewater treatment project; establishing a dedicated source of revenue for repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing certain other actions in connection with the loan agreement. First Reading, if the Governing Body concurs.**
  
- c. **REQUEST TO REZONE - The Planning and Zoning Commission, in its meeting of August 24th, 2009, voted 5 to 1 (with one abstention) to recommend Governing Body disapproval of a request submitted by Charles M. Heckert, President of Heckert Construction Co., Inc., on behalf of Westbrook Development, LLC to rezone 1308 South Rouse from R-1A Single Family Residential to CP-2 Planned General Commercial. Approve or disapprove recommendation (If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a 2/3 majority, may override the recommendation or may return the recommendation to the Planning and Zoning Commission for further consideration. A return of the recommendation must be accompanied with a statement specifying the basis for the Governing Body's returning the recommendation.)**
  
- d. **HONORARY MAYOR PROGRAM - Mayor Draper will discuss his plans for the implementation of an Honorary Mayor Program. Take that action deemed appropriate.**

CITY OF PITTSBURG, KANSAS  
COMMISSION AGENDA  
Tuesday, October 13, 2009  
5:30 PM

---

**NON-AGENDA REPORTS & REQUESTS:**

**EXECUTIVE SESSION:**

- a. EXECUTIVE SESSION - An Executive Session is necessary for discussion regarding personnel matters of non-elected personnel. **Motion to recess into Executive Session for approximately 15 minutes for discussion regarding personnel matters of non-elected personnel.**

**ADJOURNMENT**

# Office of the Mayor

CITY OF PITTSBURG, KANSAS

## Proclamation

*Whereas:* More than one million people with disabilities have entered the labor force since the passage of the Americans with Disabilities Act in 1990; and

*Whereas:* As taxpayers, consumers, and workers, people with disabilities are contributing to our society and to their own fulfillment of the American dream; and

*Whereas:* New generations of young people with disabilities are growing up in Pittsburg, graduating from high school, going to college, and preparing to participate in the workplace; and

*Whereas:* Both students and job seekers with disabilities have the right to maximize their potential by making the most of their intellect, talents, and abilities in an environment free of physical, programmatic, and attitudinal barriers; and

*Whereas:* Disability Mentoring Day provides an opportunity for students and job seekers with all types of disabilities to gain insight into career options by spending part of their day in the workplace "shadowing" an employee as he or she goes through a normal day on the job.

*Now, Therefore,* I, Rudy Draper, Mayor of the City of Pittsburg, Kansas, do hereby proclaim Tuesday, October 27<sup>th</sup>, 2009, as

### **DISABILITY MENTORING DAY IN PITTSBURG**

and encourage all citizens to recognize the enormous potential of people with disabilities and to work toward their full integration into the workforce.

Dated this 13<sup>th</sup> day of October, 2009.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
September 22<sup>nd</sup>, 2009

---

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, September 22<sup>nd</sup>, 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 and William H. Rushton.

Travis McKee, First Christian Church, provided the invocation.

Mayor Draper led the flag salute.

APPROVAL OF MINUTES – SEPTEMBER 8<sup>th</sup>, 2009 - On motion of Beezley, seconded by O'Bryan, the Governing Body approved the minutes of the September 8<sup>th</sup>, 2009, City Commission Meeting as submitted. Motion carried.

APPROVAL OF MINUTES – SEPTEMBER 15<sup>th</sup>, 2009 - On motion of Beezley, seconded by O'Bryan, the Governing Body approved the minutes of the September 15<sup>th</sup>, 2009, Special City Commission Meeting as submitted. Motion carried.

RESOLUTION NO. 1091 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Resolution No. 1091, authorizing a Deferred Compensation Plan for the employees of the City of Pittsburg, Kansas, with the ING Company, who has been authorized by the State of Kansas to administer a group contract in conjunction with the Kansas Public Employees Deferred Compensation Plan. Motion carried.

ORDINANCE NO. G-1075 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Ordinance No. G-1075, providing for the change of a certain area from Agricultural to Planned Medium Industrial (IP-2) and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg on first reading. Motion carried.

This property is located at 2000 East 27<sup>th</sup> Street Terrace – Request of the City of Pittsburg.

ORDINANCE NO. G-1076 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Ordinance No. G-1076 amending Section 54-41 of the Code of the City of Pittsburg, Kansas, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2009 Edition of the "Uniform Public Offense Code for Kansas Cities" as published by the League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1049, on first reading. Motion carried.

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
September 22<sup>nd</sup>, 2009

---

ORDINANCE NO. G-1077 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Ordinance No. G-1077, amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection and health, property and safety, and the regulation of traffic by adopting by reference the 2009 Edition of the "Standard Traffic Ordinances for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1050, on first reading. Motion carried.

APPROPRIATION ORDINANCE – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the Appropriation Ordinance for the period ending September 22<sup>nd</sup>, 2009, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Henderson, O'Bryan and Rushton. Motion carried.

PURCHASE OF SOFTWARE – On motion of Beezley, seconded by Henderson, the Governing Body approved the purchase of computer software to track sewer maintenance, water line breaks, inflow/infiltration, water line backflow prevention tests, and other various elements of the City of Pittsburg at a initial cost of \$18,995 with an annual maintenance fee of \$9,995. Motion carried.

PUBLIC HEARING - NUISANCE ABATEMENT – GEORGE SMOOT – Following Public Hearing, on motion of Rushton, seconded by O'Bryan, the Governing Body directed the City Clerk to issue a Final Order to Terminate directing Mr. Smoot to provide the City with a signed contract for the removal of the nuisances on his properties located at 112 West 24<sup>th</sup> Street and in the 100 Block of West 25<sup>th</sup> Street within ten days, with the City to begin termination of the nuisances on the properties within thirty days if the signed contract is not received in the ten day period. Motion carried.

FACADE GRANT - DR. GARNER - 127 WEST 5<sup>th</sup> STREET - On motion of Rushton, seconded by Henderson, the Governing Body approved a Facade Grant application submitted by Dr. Melinda Garner, owner of the property located at 127 West 5<sup>th</sup> Street, in the amount of \$1,778.26, with the conditions that the applicant completes all work as presented in the application, meets or increases financial contribution toward facility upgrade matching costs, and passes fire re-inspection, and authorized the Mayor to sign the appropriate documents. Motion carried.

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
September 22<sup>nd</sup>, 2009

---

FACADE GRANT - CHRIS NORRIS - 1002 NORTH BROADWAY – On motion of Beezley, seconded by O'Bryan, the Governing Body approved a Facade Grant application submitted by Chris Norris, owner of the property located at 1002 North Broadway, in the amount of \$7,400, with the conditions that the applicant completes all work as presented in the application, meets or increases financial contribution toward facility upgrade matching costs, and passes fire re-inspection, and authorized the Mayor to sign the appropriate documents. Motion carried.

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT – On motion of Rushton, seconded by Henderson, the Governing Body approved an amendment to the professional services agreement submitted by Williams Spurgeon Kuhl & Freshnock Architects, Inc. for additional geotechnical services (in the amount of \$1,000) associated with adding a new east entrance to the Pittsburg Public Library, and authorized the Mayor to sign the amendment on behalf of the City. Motion carried.

DISPOSITION OF BIDS - SANITARY SEWER LINE REPAIR - PROJECT 1 – On motion of O'Bryan, seconded by Beezley, the Governing Body awarded a contract to repair sanitary sewer lines throughout the City to SAK Construction, LLC, of O'Fallon, Missouri, based on their low bid of \$668,779.30, subject to the report from the reference check and KDHE. Motion carried.

#### NON-AGENDA REPORTS AND REQUESTS:

RESPONSE TO LETTER TO EDITOR - Commissioner Rushton responded to a recent Letter to the Editor on September 13<sup>th</sup> regarding the American flags not being flown on Broadway on September 11<sup>th</sup>. Commissioner Rushton indicated that stick flags cannot be flown at half-staff; therefore the flags were not flown on Broadway.

EXECUTIVE SESSION - On motion of Henderson, seconded by Rushton, the Governing Body recessed into Executive Session not to exceed 15 minutes for preliminary discussions relating to the acquisition of real property. Motion carried.

The Governing Body recessed into Executive Session at 6:07 p.m.

The Governing Body reconvened into Special Session at 6:18 p.m.

Mayor Draper announced that no decisions were made and no votes were taken during the Executive Session.

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
September 22<sup>nd</sup>, 2009

---

ADJOURNMENT: On motion of Rushton, seconded by O'Bryan, the Governing Body adjourned the meeting at 6:18 p.m. Motion carried.

\_\_\_\_\_  
Rudy Draper, Mayor

ATTEST:

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



## Interoffice Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

**FROM:** WILLIAM A. BEASLEY  
Director of Public Works

**DATE:** October 5, 2009

**SUBJECT:** Agenda Item – October 13, 2009  
South Broadway Resurfacing Project  
Centennial to Hudson, Cleveland to Williams  
KDOT Project No. 19 U-2256-01; ARRA Project No. U225(601)

---

The Kansas Department of Transportation (KDOT) has requested the City of Pittsburg adopt Supplemental Agreement No. 1 to the original agreement for Construction Engineering Inspections Services for the South Broadway Resurfacing Project, Centennial to Hudson and Cleveland to Williams. This project is being funded through the American Recovery and Reinvestment Act (ARRA) of 2009.

This most recent supplement is necessary due to a change in the reporting date established by the Federal Government. In an effort to document the positive effect the use of ARRA funds have on the economy, the Federal Government has required monthly employment reports during the life of the project. This Supplemental Agreement now provides that these monthly reports must be submitted by the consultant to the Department of Transportation before the 5<sup>th</sup> calendar day of the month following the month being reported.

A preconstruction conference was held with the contractor (Heckert Construction Co., Inc.), representatives of KDOT, representatives of TranSystems Corp. and the Federal Highway Administration on August 27<sup>th</sup>. Work on this project is expected to start on October 12<sup>th</sup> and be completed by October 16<sup>th</sup> of that same week.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 13, 2009. Action being requested is approval or disapproval of Supplemental Agreement No. 1 and, if approved, authorization for the Mayor and City Clerk to sign it on behalf of the City of Pittsburg.

**MEMO TO: JOHN D. VANGORDEN**  
**OCTOBER 5, 2009**  
**PAGE TWO**

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

Attachment: Supplemental Agreement No. 1

cc: Tammy Nagel, City Clerk  
Project File  
Memo File

# CITY'S ORIGINAL

Supplemental No. 1 to  
Agreement No. 212-09

PROJECT NO. 19 U-2256-01  
CITY OF PITTSBURG  
CRAWFORD COUNTY

## SUPPLEMENTAL AGREEMENT No. 1

This Agreement made and entered into effective the date signed by the Secretary or designee, by and between the City of Pittsburg, hereinafter referred to as the "City," the consulting engineering firm of TranSystems Corporation, hereinafter referred to as the "Consultant," and the Secretary of Transportation of the state of Kansas, hereinafter referred to as the "Secretary." Collectively referred to as the "Parties."

### RECITALS:

**WHEREAS**, the Parties entered into an Agreement dated August 27, 2009, hereinafter referred to as the "Original Agreement" for the Construction Engineering Inspection Services by Consultant, and

**WHEREAS**, the Secretary desires to supplemental the Original Agreement to attach and incorporate a revised index page and the revised Project Special Provisions 03-10-09-R7 Required Contract Provisions, American Recovery and Reinvestment Act of 2009, Reporting Requirements for Recovery Act Contracts.

**NOW, THEREFORE**, in consideration of this premise, the Parties hereto agree as follows:

1. The Index of Attachments be replaced in its entirety with the Index of Attachments as attached to this Supplemental Agreement.
2. The Special ARRA Attachment 03-10-09-R06 be replaced in its entirety with the revised Project Special Provisions 03-10-09-R7 Required Contract Provisions, American Recovery and Reinvestment Act of 2009, Reporting Requirements for Recovery Act Contracts

**THIS SUPPLEMENTAL AGREEMENT** shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

***The signature page immediately follows this paragraph.***

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

RECOMMEND FOR APPROVAL:

APPROPRIATE LOCAL OFFICIAL:

\_\_\_\_\_  
Pittsburg City Engineer

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

ATTEST:

\_\_\_\_\_  
Pittsburg City Clerk (Date)

ATTEST:

BY Suzanne McManus  
Name

TITLE Admin Assistant

TransSystems  
\_\_\_\_\_  
Consultant

[Signature]  
Name

9/24/09  
(Date)

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

## INDEX OF ATTACHMENTS

Special Attachment No. 1	Specific Construction Provisions
Special Attachment No. 2	Certification
Special Attachment No. 3	Civil Rights Act of 1964 Rehabilitation Act of 1973 Americans With Disabilities Act of 1990 Age Discrimination Act of 1975 Executive Order 12898 of 1994
Special Attachment No. 4	Contractual Provisions Attachment
Special Attachment No. 5	Listing of KDOT Certified Inspectors
Special Attachment No. 6	Estimate of Engineering Fee
Special Attachment No. 7	Certificate of Compliance with K.S.A. 46-239(c)
Special ARRA Attachment 03-10-09-R07	Reporting Requirements for Recovery Act Contracts
Special ARRA Attachment 04-03-09-RO3	Implementation of Section 902 and 1515(b)
Special ARRA Attachment	DOT Form No. 1589

**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](http://www.ksdot.org) or using the link at [www.ksdot.org/EconomicRecovery.asp](http://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](http://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/](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.

- On KDOT-let Projects and for Construction Contractors, the subcontractors' names are populated into the DOT Form 1589 based on the Request for Approval of Subcontractor Form 259. Contractor Consultants will have to manually enter the names of all their subcontractors. It is critical that Construction Contractors submit all Form 259's needed for the Project on or before the Notice to Proceed and that Contractor Consultants enter the names of all their subcontractors on or before the Notice to Proceed even if those subcontractors will not be performing work at the beginning of the Project.
- On non-KDOT Let Projects, the first time the Construction Contractors and Contractor Consultants access 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](http://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, on or before the 5<sup>th</sup> day of the month following the month being reported.

Examples: DOT Form 1589 for the month of June, 2009 shall be completed and submitted on or before July 5, 2009. DOT Form 1589 for the month of July, 2009 shall be completed and submitted on or before August 5, 2009.

The Contractors may 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.

Example: if the last payroll period for June ended June 27, 2009 and the last payroll period for July ended July 25, 2009, DOT Form 1589 for the month of July, 2009 would include employees, hours, and payroll for the days of June 28-30 and July 1-25. The Contractor shall then complete and submit the July 2009 DOT Form 1589 on or before August 5, 2009.

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 submit the Report by the 5<sup>th</sup> day of the Month. 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 on or before the 5<sup>th</sup> day of the Month.

### III. SANCTIONS

**a. For Construction Contractors:** If the Construction Contractor fails to complete and submit the on-line "MONTHLY EMPLOYMENT REPORT", DOT Form 1589, on or before the 5<sup>th</sup> day of the month following the month being reported as required in subsection II.e above, 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 5<sup>th</sup> day of the month as required.

(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, on or before the 5<sup>th</sup> day of the month following the month being reported as required in subsection II.e above, the Secretary 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 5<sup>th</sup> of the month as required.

(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, on or before the 5<sup>th</sup> day of the month following the month being reported as required in subsection II.e above, the Secretary may impose one or more 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 5<sup>th</sup> of the month as required.

(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.

08-04-09 C&M (CB)



## Interoffice Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

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

**DATE:** October 5, 2009

**SUBJECT:** Agenda Item – October 13, 2009  
Amendment No. 2 to Loan Agreement for Low Interest Loan  
Water Treatment Plant Improvements  
KPWSLF Project No. 2489

---

The Kansas Department of Health and Environment has provided the City with Amendment No. 2 to the Loan Agreement for the above-referenced project. The Amendment does not modify the amount of the loan it is only to provide the City with the changes to the Davis-Bacon Language to match amended ARRA grant conditions. Since the Amendment does not change the loan amount, a new ordinance, meeting minutes, and attorney opinion letter will not be necessary.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 13, 2009. Action being requested is approval or disapproval of Supplemental Agreement No. 2 and, if approved, authorization for the Mayor and City Clerk to sign it on behalf of the City of Pittsburg.

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

Attachment: Supplemental Agreement No. 2

cc: Tammy Nagel, City Clerk  
Project File  
Memo File

---

**SECOND AMENDMENT TO THE  
LOAN AGREEMENT**

**BETWEEN**

**THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT  
ACTING ON BEHALF OF  
THE STATE OF KANSAS**

**AND**

**PITTSBURG, KANSAS  
KPWSLF PROJECT NO. 2489**

**ORIGINAL LOAN AGREEMENT  
EFFECTIVE AS OF AUGUST 13, 2008**

**AMENDMENT NO. 2  
EFFECTIVE AS OF SEPTEMBER 11, 2009**

---

**Second Amendment to  
the Loan Agreement between the  
Kansas Department of Health and Environment  
Acting on Behalf of the State of Kansas  
and Pittsburg, Kansas  
Effective as of September 11, 2009**

WHEREAS, the City of Pittsburg, Kansas (the Municipality) has entered into a Loan Agreement with the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, effective as of August 13, 2008, (the "Loan Agreement"); and

WHEREAS, said Loan Agreement was entered into for the benefit of the Municipality, KPWSLF Project No. 2489; and

WHEREAS, the American Recovery and Reinvestment Act of 2009, was enacted on February 17, 2009 which provided funds to certain eligible projects; and

WHEREAS, the Municipality desires to take advantage of the favorable financing terms of the funds the American Recovery and Reinvestment Act of 2009 has provided to KDHE; and

WHEREAS, the Municipality hereby determines that it is necessary to amend certain exhibits to the Loan Agreement, and

WHEREAS, this First Amendment to the Loan Agreement is entered into and effective as of September 11, 2009;

**SECTION 1.** Exhibit C of the LOAN AGREEMENT BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND PITTSBURG, KANSAS are/is hereby amended to read as set forth on the pages attached hereto.

**SECTION 2.** Except as herein specifically set out, the Loan Agreement is confirmed and ratified.

IN WITNESS WHEREOF, KDHE and the City of Pittsburg have caused this Second Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of September 11, 2009.



The KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT,  
acting on behalf of THE STATE OF KANSAS

By: *John W. Mitchell*  
John W. Mitchell  
Director, Division of Environment

Date:

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name  
Mayor  
City of Pittsburg

(Seal)

ATTEST:

By: \_\_\_\_\_

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

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

Second Amendment  
Effective as of September 11, 2009

EXHIBIT C

CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT

Item 21 shall be removed in its entirety and replaced with:

21. In order to comply with ARRA wage rate requirements the Municipality shall,

(a) insert in full in any contract funded by this loan agreement in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, wage rate contract provisions, found in 29 CFR 5.5, as indicated by EPA and US Department of Labor, generally known as Davis Bacon requirements;

(b) while the solicitation remains open, shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The municipality shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Municipality may request a finding from KDHE that there is not reasonable time to notify interested contractors of the modification of the wage determination. KDHE will provide a report of its findings to the Municipality.

(c) incorporate any modifications or supersedes DOL makes to the wage determination contained in the solicitation if the contract is not awarded within 90 days of bid opening. Unless KDHE, at the request of the Municipality, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Municipality shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(d) review all subcontracts subject to Davis-Bacon entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order, if the Department of Labor (DOL) issues a revised wage determination applicable to the contract after the award of a contract or the issuance of an ordering instrument due to a DOL determination that the municipality has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. The Municipality's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

(f) provide weekly written confirmation in a form satisfactory to KDHE indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll

Second Amendment

Effective as of September 11, 2009

4

**copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls;**

**(g) interview a sufficient number of employees entitled to Davis Bacon Act prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 20 CFR 5.6 (a)(6), all interviews must be conducted in confidence. The Municipality must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of SF 1445 are available from EPA on request;**

**(h) establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the municipality must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. The municipality must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. . The municipality s shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.**

**(i) periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The municipality shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis - Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the municipality must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The municipality must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon . In addition, during the examinations the municipality shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.**

**(j) periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item (h) and (i) above.**

**(k) must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.**

**Second Amendment**

**Effective as of September 11, 2009**

**5**

EPA Project Control Number

## **CERTIFICATION REGARDING LOBBYING**

### **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

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

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

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

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

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

---

Typed Name & Title of Authorized Representative

---

Signature and Date of Authorized Representative



## Interoffice Memorandum

**TO:** John D. VanGorden  
Interim City Manager

**FROM:** Jeff Wilbert  
Interim Parks and Recreation Director

**DATE:** September 30<sup>th</sup>, 2009

**SUBJECT:** Agenda Item October 13<sup>th</sup>, 2009

Approval for Mayor Draper to sign the contract for the performance of Cathy Scott to be presented at Memorial Auditorium & Convention Center on Valentine's Day February 14<sup>th</sup>, 2010.

---

Memorial Auditorium & Convention Center is requesting approval of the commission to allow Mayor Rudy Draper to sign the contract with Musical Memories for the performance of Cathy Scott. The contract has been reviewed by City Attorney Henry Menghini and any recommended changes or deletions to the contract have been made by Musical Memories Company. The concert will be performed in conjunction with our third annual Valentine's Day dinner and show.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 13<sup>th</sup>, 2009?  
If you have any questions concerning this matter, please do not hesitate to contact me.

cc: Tammy Nagel, City Clerk



## Interoffice Memorandum

**TO:** John D. VanGorden  
Interim City Manager

**FROM:** Jeff Wilbert  
Interim Parks and Recreation Director

**DATE:** September 25<sup>th</sup>, 2009

**SUBJECT:** Agenda Item October 13<sup>th</sup>, 2009

Approval for Mayor Draper to sign the contract for the performance of Church Basement Ladies, a comedy play to be presented at Memorial Auditorium & convention Center on April 29<sup>th</sup> 2010.

---

Memorial Auditorium & Convention Center is requesting approval of the commission to allow Mayor Rudy Draper to sign the contract with the comedy play Church Basement Ladies. The contract has been reviewed by City Attorney Henry Menghini and any recommended changes or deletions to the contract have been made by Art Fegan Entertainment, Inc. The play will be performed on April 29, 2010.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 13<sup>th</sup>, 2009?  
If you have any questions concerning this matter, please do not hesitate to contact me.

cc: Tammy Nagel, City Clerk



## Interoffice Memorandum

**TO:** John D. VanGorden, Interim City Manager

**FROM:** Jon Garrison, Director of Finance and Administration

**DATE:** October 6<sup>th</sup>, 2009

**SUBJECT:** Agenda Item – October 13<sup>th</sup>, 2009  
Surplus Equipment

---

Staff is requesting authorization to declare the old phone system as surplus property. Staff is further requesting authorization to receive sealed bids to dispose of the phone equipment.

Please place this item on the October 13<sup>th</sup>, 2009, City Commission agenda. Action necessary will be approval or disapproval of staff's recommendations as stipulated above.

Please feel free to contact me if you have any questions.



September 1, 2009

Mr. Jon Garrison  
Director of Finance & Administration  
City of Pittsburg  
P.O. Box 688  
Pittsburg, KS 66762

NOTICE OF TERMINATION OF TRUST

Re: Pittsburg Bi-Centennial Trust  
Account #43-A328-01-2

Dear Mr. Garrison:

Marshall & Ilsley Trust Company N.A. is the Trustee of the Pittsburg Bi-Centennial Trust. The Trust was established May 30, 1978, with a donation from the Pittsburg Bi-Centennial Committee and a matching contribution from the First State Bank and Trust Company, Pittsburg, Kansas. The funds are to be used for financing the public celebration of the Tri-Centennial of the United States of America and the Bi-Centennial of the City of Pittsburg, Kansas in the year 2076. A copy of the Trust Agreement is enclosed for your information.

The fees for administration of the Trust have been waived by the Trustee since inception; however, there are currently fees charged for the preparation of the fiduciary income tax returns.

The current market value of the Trust is \$5,364.98. In accordance with Section 58a-414 of the Kansas Statutes Annotated, Marshall & Ilsley Trust Company N.A. has concluded the value of the Trust "is insufficient to justify the cost of administration". As a result, as Trustee, Marshall & Ilsley Trust Company N.A. will be distributing the balance of the Trust to the Community Foundation of Southeast Kansas to establish a Pittsburg Bi-Centennial Fund for the City of Pittsburg.

Because the size of the Trust "is insufficient to justify the cost of administration", and in accordance with KSA 58a-414, please consider this your notice that the Trustee is terminating the Trust. To confirm the City of Pittsburg's consent to the termination of the Pittsburg Bi-Centennial Trust, please have the appropriate individual sign where indicated on the enclosed copy of this letter and return it to us in the self-addressed, stamped envelope provided.

Very truly yours,

D. Gayle Wood, CTFA  
Personal Trust Administrator

Enclosures

cc: John D. VanGorden, Interim City Manager

M&I Wealth Management offers products and services through various affiliates of Marshall & Ilsley Corporation, including Marshall & Ilsley Trust Company N.A., M&I Investment Management Corp., M&I Insurance Services, Inc., M&I Brokerage Services, Inc. (member FINRA/SIPC, maintaining its principal offices at 770 N. Water St., Milwaukee, WI 53202), North Star Trust Company, and North Star Deferred Exchange. Insurance coverage is underwritten by a number of insurers. Insurance products are the obligation of the insurance company.

Investment products are: Not FDIC Insured | No Bank Guarantee | May Lose Value

Banking services are provided by M&I Marshall & Ilsley Bank or M&I Bank FSB, Members FDIC.





WEALTH MANAGEMENT

417 North Broadway Street  
PO Box 709  
Pittsburg, KS 66762-0709  
620 231-2000 Phone  
620 231-3974 Fax  
mibank.com

September 1, 2009

Mr. Jon Garrison  
Director of Finance & Administration  
City of Pittsburg  
P.O. Box 688  
Pittsburg, KS 66762

NOTICE OF TERMINATION OF TRUST

Re: Pittsburg Bi-Centennial Trust  
Account #43-A328-01-2

Dear Mr. Garrison:

Marshall & Ilsley Trust Company N.A. is the Trustee of the Pittsburg Bi-Centennial Trust. The Trust was established May 30, 1978, with a donation from the Pittsburg Bi-Centennial Committee and a matching contribution from the First State Bank and Trust Company, Pittsburg, Kansas. The funds are to be used for financing the public celebration of the Tri-Centennial of the United States of America and the Bi-Centennial of the City of Pittsburg, Kansas in the year 2076. A copy of the Trust Agreement is enclosed for your information.

The fees for administration of the Trust have been waived by the Trustee since inception; however, there are currently fees charged for the preparation of the fiduciary income tax returns.

The current market value of the Trust is \$5,364.98. In accordance with Section 58a-414 of the Kansas Statutes Annotated, Marshall & Ilsley Trust Company N.A. has concluded the value of the Trust "is insufficient to justify the cost of administration". As a result, as Trustee, Marshall & Ilsley Trust Company N.A. will be distributing the balance of the Trust to the Community Foundation of Southeast Kansas to establish a Pittsburg Bi-Centennial Fund for the City of Pittsburg.

Because the size of the Trust "is insufficient to justify the cost of administration", and in accordance with KSA 58a-414, please consider this your notice that the Trustee is terminating the Trust. To confirm the City of Pittsburg's consent to the termination of the Pittsburg Bi-Centennial Trust, please have the appropriate individual sign where indicated on the enclosed copy of this letter and return it to us in the self-addressed, stamped envelope provided.

Very truly yours,

D. Gayle Wood, CTFA  
Personal Trust Administrator

CONSENT TO TERMINATION OF TRUST

CITY OF PITTSBURG

By: \_\_\_\_\_

Enclosures

cc: John D. VanGorden, Interim City Manager

M&I Wealth Management offers products and services through various affiliates of Marshall & Ilsley Corporation, including Marshall & Ilsley Trust Company N.A., M&I Investment Management Corp., M&I Insurance Services, Inc., M&I Brokerage Services, Inc. (member FINRA/SIPC, maintaining its principal offices at 770 N. Water St., Milwaukee, WI 53202), North Star Trust Company, and North Star Deferred Exchange. Insurance coverage is underwritten by a number of insurers. Insurance products are the obligation of the insurance company.

Investment products are:  Not FDIC Insured  No Bank Guarantee  May Lose Value

Banking services are provided by M&I Marshall & Ilsley Bank or M&I Bank FSB, Members FDIC.



TRUST AGREEMENT

THIS TRUST AGREEMENT, Made this 30th day of May, 1973, between The City of Pittsburg, Kansas, a municipal corporation, hereinafter called the Settlor, and the First State Bank and Trust Company, Pittsburg, Kansas, hereinafter called the Trustee.

WITNESSETH: That

WHEREAS, The Pittsburg Bi-Centennial Committee has donated to Settlor the sum of Seven Hundred Thirty Five and 70/100 (735.70) Dollars, which sum represents Three Hundred Sixty Seven and 85/100 (\$367.85) Dollars in funds left from the activities of said Committee in promoting the public celebration of the Bi-Centennial of the United States of America, and the Centennial of the City of Pittsburg, Kansas, along with a matching contribution made by the First State Bank and Trust Company, Pittsburg, Kansas; and

WHEREAS, the Settlor desires that said funds be used as the basis for the financing of the public celebration of the Tri-Centennial of the United States of America and the Bi-Centennial of the City of Pittsburg, Kansas; and

WHEREAS, the Settlor desires to achieve the last stated objective by this trust.

NOW, THEREFORE, the Settlor hereby irrevocably assigns and delivers unto the Trustee the sum of Seven Hundred Thirty Five and 70/100 (\$735.70) Dollars, in trust, all upon the following terms and conditions:

1. The Trustee shall hold, manage, invest and reinvest the trust property, and shall collect and receive the income therefrom, and after deducting all necessary expenses incident to the administration of this trust, shall pay and distribute the income and corpus as follows:

The net income shall be accumulated until January 1, 2076, at which time the entire corpus of the trust and all income therefrom shall be paid and distributed to the Settlor, or its designate, upon the express condition that Settlor, or its designate, shall use the entire distribution to finance, in whole or in part, the public celebration of the Tri-Centennial of the United States of America, and the Bi-Centennial of the City of Pittsburg, Kansas; provided, however, that if at the time of such distribution the Settlor, or its designate, cannot or will not expressly agree to use the entire distribution for such purpose, then and in that event, the portion of such distribution, whether all or part hereof, which Settlor does not expressly agree to use for such purpose, shall be paid and distributed to the Endowment Association of Kansas State College of Pittsburg, Kansas, Inc. (now Pittsburg State University), and thereupon this trust shall terminate.

2. The Trustee shall not be required to give bond as such. The Trustee shall render annual accountings to the Settlor, but the Trustee shall be under no duty to submit accountings to any court or governmental agency.

IN WITNESS WHEREOF, This Trust Agreement has been executed by the Settlor and Trustee on the date first above written.

THE CITY OF PITTSBURG, KANSAS

Attest:

*Earlene Talon*  
Clerk

BY *Sherry Street*  
Mayor

SETTLOR



FIRST STATE BANK AND TRUST COMPANY,  
PITTSBURG, KANSAS

BY *A. L. Gurgert*  
President

TRUSTEE



Springsted Incorporated  
380 Jackson Street, Suite 300  
Saint Paul, MN 55101-4705

Tel: 651-223-3000  
Fax: 651-223-3002  
www.springsted.com

August 7, 2009

Mr. Jon Garrison, Director of Finance and Administration  
City of Pittsburg  
201 West 4th Street  
PO Box 688  
Pittsburg, Kansas 66762

Re: Continuing Disclosure Requirements and/or Arbitrage Rebate Requirements Relating to \$1,545,000  
General Obligation Bonds, Series 2009A

Dear Mr. Garrison:

Previously, the City contracted with Springsted Incorporated to provide continuing disclosure and/or arbitrage rebate services for debt issues. The above-listed issue is subject to the same regulations as the past issues.

We have enclosed a contract amendment for execution should the City wish to engage Springsted to provide these same services for the new issue. Please sign and return both copies to Springsted; we will return to you an executed copy and begin the monitoring process. If you choose not to engage Springsted for these services, please return the response slip (at minimum) of your decision as to how you intend to comply with these requirements.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Kaleko".

Tom L. Kaleko, Senior Vice President  
Client Representative

mdf

Enclosure(s)

**AMENDMENT TO ADDENDUM B OF AGREEMENT FOR  
ARBITRAGE AND REBATE MONITORING**

The Agreement dated July 10, 2007 for continuing disclosure and/or arbitrage and rebate monitoring between City of Pittsburg, Kansas ("Client") and Springsted Incorporated ("Advisor") is hereby amended as follows:

Client and Advisor agree that the following Client debt obligation(s) will be added to Addendum B, Arbitrage and Rebate Monitoring Services, and be subject to the terms and provisions contained in the original Agreement:

\$1,545,000 General Obligation Bonds, Series 2009A  
City of Pittsburg, Kansas

The foregoing Amendment is hereby entered into, effective \_\_\_\_\_, 20\_\_\_, on behalf of the respective parties by signature of the following persons each of whom is duly authorized to bind the parties indicated.

FOR CLIENT

SPRINGSTED Incorporated

\_\_\_\_\_

\_\_\_\_\_  
Tom L. Kaleko  
Senior Vice President, Client Representative

Title

Title

002227.109

## Response Slip

Re: \$1,545,000 General Obligation Bonds, Series 2009A

---

Signature

---

Name of Contact Person, and Title

---

City of Pittsburg, Kansas

---

Issuer Legal Name

### Continuing Disclosure:

Yes, we wish to retain Springsted Incorporated for preparation of Annual Reports and Significant Events.

No, we do not wish to retain Springsted Incorporated for continuing disclosure.

### Arbitrage Rebate:

Yes, we wish to retain Springsted Incorporated for arbitrage rebate calculations.

No, we do not wish to retain Springsted Incorporated for arbitrage rebate calculations.

Please call me. I have questions concerning:

continuing disclosure       arbitrage rebate



## Interoffice Memorandum

**TO:** John VanGorden, Interim City Manager

**FROM:** Jamie Clarkson, Assistant Director of Finance

**DATE:** September 30, 2009

**SUBJECT:** Agenda Item – October 13, 2009  
Renewal of Auditing Contract  
Berberich Trahan & Company, PA

---

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 13, 2009. Action necessary will be to approve the attached auditing contract in the amount not to exceed \$39,375. The amount of \$39,375 represents \$36,750 for the City audit and \$2,625 for the HUD Section Eight Program audit. These are the same amounts as the 2008 audit contract.

This contract amount does not include any additional fees that might be required if the City expends funds under the American Recovery and Reinvestment Act (ARRA) commonly referred to as stimulus money. Berberich Trahan & Co. would negotiate with the City in advance a separate fee to audit any resulting major ARRA programs as required by the federal government.

Staff has been very satisfied with the performance of Berberich Trahan & Company and recommends approval of this renewal contract.

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

cc: Jon Garrison, Director of Finance & Administration  
Tammy Nagel, City Clerk

RECEIVED  
SEP 21 2009  
Pittsburg City Manager



BERBERICH TRAHAN & CO., P.A.  
Certified Public Accountants

September 16, 2009

Honorable Mayor and City Commission  
City of Pittsburg, Kansas  
201 W. 4th Street, P.O. Box 688  
Pittsburg, Kansas 66762

This letter is to explain our understanding of the arrangements for the services we are to perform for the City of Pittsburg, Kansas (the City) for the year ending December 31, 2009. We ask that you either confirm or amend this understanding.

#### Audit Services

We will perform an audit of the City's governmental activities, business-type activities, aggregate discretely presented component units, each major fund and aggregate remaining fund information as of and for the year ended December 31, 2009 which collectively comprise the basic financial statements. We understand that these financial statements will be prepared in accordance with accounting principles generally accepted in the United States of America. The objective of an audit of financial statements is to express an opinion on those statements.

We will also perform the audit of the City as of December 31, 2009 so as to satisfy the audit requirements imposed by the Single Audit Act and the U.S. Office of Management and Budget (OMB) Circular No. A-133.

For the Pittsburg Housing Authority, we will apply the agreed-upon procedure, which the U.S. Department of Housing and Urban Development, Real Estate Assessment Center (REAC), has specified, to the electronic submission and related hard copy documents listed in the attached schedule as of and for the year ended December 31, 2009.

We are responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management with the oversight of the City Commission are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America.

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; the "Kansas Municipal Audit Guide;" *Government Auditing Standards* issued by the Comptroller General of the United States; and the provisions of the Single Audit Act, OMB Circular A-133 and OMB's Compliance Supplement. Those standards, circulars, supplements or guides require that we plan and perform the audit to obtain reasonable rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Accordingly, a material misstatement may remain undetected. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, *Government Auditing Standards* do not expect us to provide reasonable assurance of detecting abuse.

RSM McGladrey Network  
An Independently Owned Member

Honorable Mayor and City Commission  
City of Pittsburg, Kansas  
Page 2



An audit of financial statements also includes obtaining an understanding of the City and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to management and the City Commission any significant deficiencies or material weaknesses that become known to us during the course of the audit.

We will also communicate to the City Commission (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (b) any fraud, illegal acts, violations of provisions of contracts or grant agreements and abuse that come to our attention (unless they are clearly inconsequential), (c) any disagreements with management and other serious difficulties encountered in performing the audit, and (d) various matters related to the City's accounting policies and financial statements.

In addition to our report on the City's financial statements, we will also issue the following reports or types of reports:

A report on the fairness of the presentation of the City's schedule of expenditures of Federal awards for the year ending December 31, 2009.

Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.

Reports on compliance with laws, regulations and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a direct and material effect on each major program.

A schedule of findings and questioned costs.

A summary schedule of prior year audit findings.

The component unit whose financial statements you have told us are to be included as part of the City's financial statements is the Pittsburg Public Library.

Our reports on internal control will include any significant deficiencies and material weaknesses in the system of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements and other responsibilities imposed by state and Federal statutes and regulations and assumed by contracts; and any state or Federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

Honorable Mayor and City Commission  
City of Pittsburg, Kansas  
Page 3



Karen Linn is the director responsible for oversight of all aspects of the audit.

### **Management's Responsibilities**

Management is responsible for the financial statements, including the selection and application of accounting policies, adjusting the financial statements to correct material misstatements, and for making all financial records and related information available to us. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of our audit of the financial statements and affirming to us that it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and to the opinion units of the financial statements.

Management is responsible for establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving management, employees who have significant roles in internal control and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, analysts, regulators, or others.

Management is also responsible for (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting package.

The City Commission is responsible for informing us of its views about the risks of fraud within the City, and its knowledge of any fraud or suspected fraud affecting the City.

The City agrees that our report on the financial statements will not be included in an official statement or other document involved with the sale of debt instruments without our prior consent. Additionally, if you intend to publish or otherwise reproduce the financial statements and/or make reference to us or our audit, you agree to provide us with printer's proofs or master for our review and consent before reproduction and/or release occurs. You also agree to provide us with a copy of the final reproduced material for our consent before it is distributed or released. Our fees for any additional services that may be required under our quality assurance system as a result of the above will be established with you at the time such services are determined to be necessary. In the event our auditor/client relationship has been terminated when the City seeks such consent, we will be under no obligation to grant such consent or approval.



BERBERICH TRAHAN & CO., P.A.  
Certified Public Accountants

Honorable Mayor and City Commission  
City of Pittsburg, Kansas  
Page 4

During the course of our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data, if necessary, will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by the City's personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with James Clarkson. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

#### **Other Terms of Our Engagement**

The City hereby indemnifies Berberich Trahan & Co., P.A. and its partners, principals, and employees and holds them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management, regardless of whether such person was acting in the City's interest. This indemnification will survive termination of this letter.

It is agreed by the City and Berberich Trahan & Co., P.A. or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the City shall be asserted more than two years after the date of the last audit report issued by Berberich Trahan & Co., P.A.

Our fees are based on the time required by the individuals assigned to the engagement, plus direct expenses. We propose that our fees for this audit engagement, which includes out-of-pocket expenses, will be \$ 36,750. This does not include any additional fees that might be required if the City has expended funds under the American Recovery and Reinvestment Act (ARRA). If the City has expended funds under ARRA, we would negotiate with the City in advance a separate fee to audit any resulting major programs. The fee for the agreed-upon procedures for the Pittsburg Housing Authority will be \$ 2,100 to \$ 2,625. The quoted fee for the year ended December 31, 2009 will be the maximum for the work described in this letter unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

In accordance with our Firm policy, a finance charge of 1% per month will be applied to balances that are over 60 days old. Payments will be applied first to the accrued finance charges and then to outstanding invoices.

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Honorable Mayor and City Commission  
City of Pittsburg, Kansas  
Page 5



The working papers for this engagement are the property of Berberich Trahan & Co., P.A. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs and the U.S. Government Accountability Office shall have access to the audit working papers upon their request; and that we shall maintain the working papers for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested workpapers will be provided under the supervision of Berberich Trahan & Co., P.A. audit personnel and at a location designated by our Firm.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

If circumstances arise relating to the condition of your records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, misappropriation of assets, or noncompliance which in our professional judgment prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards including declining to express an opinion or issue a report, or withdrawal from the engagement.

You have informed us that you intend to prepare a comprehensive annual financial report (CAFR) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program. Our participation in the preparation of the CAFR is to consist of performing a review of the CAFR to insure its readiness for submission.

We will assist in drafting the City's financial statements and propose adjustments to the trial balance which are reviewed and approved by management. The draft and the adjustments are the responsibility of management.

We will assist you in the preparation of the City's Data Collection Form and Reporting Package. You acknowledge that you have the final responsibility for these, and therefore, you should review them carefully before you certify and submit them.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.



BERBERICH TRAHAN & CO., P.A.  
Certified Public Accountants

Honorable Mayor and City Commission  
City of Pittsburg, Kansas  
Page 6

The City and Berberich Trahan & Co., P.A. both agree that any dispute over fees charged by Berberich Trahan & Co., P.A. to the City will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by Berberich Trahan & Co., P.A., each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

This letter constitutes the complete and exclusive statement of agreement between Berberich Trahan & Co., P.A. and the City, superseding all proposals oral or written and all other communication, with respect to the terms of the engagement between the parties.

In accordance with *Government Auditing Standards*, a copy of our most recent peer review report is enclosed for your information.

If this letter defines the arrangements as you understand them, please sign and date the enclosed copy and return it to us. We appreciate your business.

Very truly yours,

BERBERICH TRAHAN & CO., P.A.

Karen K. Linn  
Director

KKL:tls  
Enclosures

Confirmed on behalf of City of Pittsburg, Kansas:

\_\_\_\_\_  
Signature Date

A signed copy of this arrangement letter will be forwarded to the following pursuant to Government Auditing Standards Amendment No. 2, "Auditor Communication."

Jon Garrison, Director of Finance  
John D. VanGorden, Interim City Manager



To the Shareholders  
Berberich Trahan & Co., P.A.

We have reviewed the system of quality control for the accounting and auditing practice of Berberich Trahan & Co., P.A. (the firm) in effect for the year ended June 30, 2008. A system of quality control encompasses the firm's organizational structure, the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance with its system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's accounting and auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represented a reasonable cross-section of the firm's accounting and auditing practice with emphasis on higher-risk engagements. The engagements selected included among others, audits of Employee Benefits Plans and engagements performed under *Government Auditing Standards*. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selected tests, therefore, it would not necessarily detect all weaknesses in the system of quality control or all instances of noncompliance with it. There are inherent limitations in the effectiveness of any system of quality control and, therefore, noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Berberich Trahan & Co., P.A. in effect for the year ended June 30, 2008, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

*Brown Smith Wallace, L.L.C.*

St. Louis, Missouri  
October 30, 2008



## Interoffice Memorandum

**TO:** John VanGorden, Interim City Manager

**FROM:** Jon Garrison, Director of Finance & Administration  
Jamie Clarkson, Assistant Director of Finance

**DATE:** October 1, 2009

**SUBJECT:** Agenda Item – October 13, 2009  
Renewal of Property and Liability Insurance and Airport Liability Insurance for 2010

---

Staff recommends the approval of the City of Pittsburg's property and liability insurance plan with the St. Paul Travelers Insurance Company. The agent of record is Ryan Insurance, (formally Fee Insurance), Pittsburg, Kansas. Staff also recommends renewal of Airport Liability coverage with Ace Property and Casualty Insurance Company, with the Cretcher Heartland Company of Kansas City as the agent of record. Please see the attached letter and spreadsheet from James Charlesworth of Charlesworth & Associates.

Historically it has been the practice of the City to market our insurance business every 3 years unless the state of the insurance market suggests otherwise. The last full market search was conducted in the fall of 2006. For the 2010 insurance year, the City's insurance consultant, Charlesworth & Associates, Overland Park, Kansas, recommended that marketing would not be in the overall best interests of the City based upon current market trends, the addition of new property & equipment and the City's relationship with both the insurer and the agent.

The City received a good renewal quote from St. Paul Travelers Company in the amount of \$254,914. After adjusting the 2009 premium for the addition of new property & equipment (mainly the new public safety & fire facilities), this represents an increase of \$6,620. The airport liability quote from Cretcher Heartland is \$8,700, down \$440 from 2009. Overall, the insurance quoted premiums for 2010 total \$263,614, compared to \$257,434 for 2009. This represents an increase of \$6,180, +2.40%. The 2010 budget for insurance is \$278,962. This quote equates to being \$15,348 under budget.

Thank you for your consideration.

cc: Tammy Nagel, City Clerk



**CHARLESWORTH & ASSOCIATES, LC**  
Insurance Consulting & Risk Management

Art Charlesworth, CPCU, CLU, ARM  
Bob Charlesworth, ARM, ALCM  
James Charlesworth, ARM  
Connie Sargent, ARM

P.O. Box 23588  
Overland Park, KS 66283-0588  
913-851-4730  
Fax: 913-851-1993  
[www.charlesworth.net](http://www.charlesworth.net)

September 29, 2009

Mr. Jon Garrison, Director of Finance  
City of Pittsburg  
201 West 4<sup>th</sup> Street  
Pittsburg, Kansas 66762-7327

Re: **Property & Liability Insurance**  
**November 1, 2009 Inception**

Dear Mr. Garrison:

The following is offered as an overview of the property and liability insurance renewal project. Our firm was retained by the City to assist in the preparation of the renewal data, management of the underwriting process, reviewing the proposal and preparing a spreadsheet comparing coverages, conditions and premiums with the expiring program.

### **History**

It has been the City's policy to seek competitive insurance proposals every three years, unless the state of the insurance market suggests otherwise. A full market search was conducted for the program effective November 1, 2006. However, based on current market trends, the addition of new properties and the City's relationship with both the insurer and the agent, it was our opinion that marketing would not be in the overall best interest of the City and the renewing with the incumbent insurers should go smoothly with premiums within the budgeted amount.

The renewal information was submitted to the incumbent insurance agencies. Ryan Insurance (formally the Fee Insurance Group) and Cretcher Heartland (airport) both did an excellent job and submitted their renewal proposals within a timely fashion.

### **Summary of Findings**

Ryan Insurance has proposed a renewal program via St. Paul Travelers Insurance Company for a total cost of \$254,914. Although this premium represents an 11.6% increase over the premium at policy inception last year, the addition of the police and fire facilities, along with other mid-term coverage endorsements generate an annualized expiring premium of \$248,294. The renewal is a modest 2.7% increase over the expiring program and includes some coverage enhancements.

Mr. Jon Garrison  
September 29, 2009  
Page 2.

**Summary of Findings (Continued)**

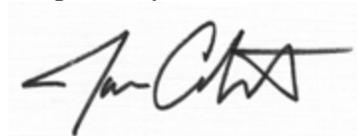
Cretcher Heartland, Inc. is the agent for the airport liability coverage provided by ACE Property & Casualty Company. The annual premium for the recommended program decreased from \$9,140 to \$8,700 (-5%).

The Pittsburg Industrial Development Corporation (PIDC) is a separate legal entity that owns a building at 1401 E. 27<sup>th</sup> Terrace. The City funds the premium for a separate “lessor’s risk” insurance package for this location. Ryan Insurance has proposed renewing this coverage which includes property and commercial general liability insurance, for an annual premium of \$1,986. The City is to be listed as a Loss Payee (property) and additional insured (liability). This location is currently part of the City’s Lessor’s Risk insurance program which includes one other location owned by the City (3004 Rotary Terrace). Since the ownership of the properties are different, the premiums and coverages were separated.

It is therefore our recommendation that the City approve the St. Paul Travelers property and liability insurance program proposed by Ryan Insurance for the total premium of \$254,914; the ACE airport liability insurance program proposed by Cretcher Heartland, Inc. for the total premium of \$8,700; and the PIDC property and general liability insurance program for the total premium of \$1,986.

Mr. Garrison, we continue to appreciate and enjoy the opportunity to assist the City your ongoing insurance and risk management needs.

Respectfully,



James Charlesworth, ARM

JC/jd  
Encl.

**CITY OF PITTSBURG, KANSAS**  
**PROPERTY and LIABILITY INSURANCE**  
 NOVEMBER, 1 2009 TO NOVEMBER 1, 2010

AGENCY: Ryan Insurance, A Division of Power Group      Fee Insurance Group (formerly HRH)  
 St. Paul Travelers      St. Paul Travelers  
 Renewal (11/01/2009-11/01/2010)      Expiring (11/01/2008-11/01/2009)

**PREMIUM SUMMARY -**

PROPERTY incl. EQ:	\$	75,205	\$	55,353
**LESSOR'S RISK:	\$	9,843	\$	10,206
INLAND MARINE / DATA PROCESSING	\$	20,188	\$	17,434
GENERAL LIABILITY:	\$	48,059	\$	45,547
EMPLOYEE BENEFIT LIABILITY:	\$	332	\$	332
LIQUOR LIABILITY:	\$	126	\$	124
LAW ENFORCEMENT LIABILITY:	\$	16,533	\$	16,533
PUBLIC OFFICIAL LIABILITY:	\$	4,124	\$	3,873
EMPLOYMENT PRACTICES LIABILITY:	\$	13,829	\$	14,066
AUTOMOBILE:	\$	54,113	\$	54,723
CRIME:	\$	1,126	\$	1,126
BOILER & MACHINERY:	\$	7,128	\$	5,374
CYBER LIABILITY:	\$	1,092	\$	998
TERRORISM (ALL LINES):	\$	3,216	\$	2,810
BROKER SERVICE FEE:		10% Commission		10% Commission
<b>ST. PAUL PACKAGE TOTAL:</b>	<b>\$</b>	<b>254,914</b>	<b>\$</b>	<b>228,499</b>

PREMIUM W/ ANNUALIZED ENDORSEMENTS (Including addition of Fire Department, Police Department and Armory Building):	\$	254,914	\$	248,294
---	----	---------	----	---------

AIRPORT LIABILITY: (w/o Terrorism)	\$	8,700	\$	9,140
------------------------------------	----	-------	----	-------

\*\*Location owned by PIDC not included in renewal premiums. See separate spreadsheet.

THIS "SPREADSHEET" IS OFFERED ONLY FOR THE PURPOSE OF OVERVIEWING THE PROPOSALS PRESENTED BY THE AGENTS. REFEREN TO THE ACTUAL INSURING AGREEMENTS SHOULD BE MADE FOR DETERMINING SPECIFIC COVERAGES, CONDITIONS AND EXCLUSIONS.

<b>PROPERTY</b>		
INSURER:	ST. PAUL FIRE & MARINE A+:XV	ST. PAUL FIRE & MARINE A+:XV
LIMIT:	\$70,503,770 Blanket Bldg & Contents \$ 26,460 - Location 064(restroom) \$ 26,460 - Location 065(restroom)	\$ 52,967,970 Blanket Buildings & Contents \$ 26,460 - Location 064(restroom) \$ 26,460 - Location 065(restroom)
RISK OF DIRECT PHYSICAL LOSS:	Yes	Yes
AGREED AMOUNT(Blanket properties):	Yes	Yes
COINSURANCE (ACV locations):	90% on individually scheduled properties--64 & 65	90% on individually scheduled properties--64 & 65
REPLACEMENT COST:	Yes (ACV on individually scheduled locations)	Yes (ACV on individually scheduled locations)
90 DAY NON-RENEWAL:	Yes	Yes
INCLUDE PROPERTY OF OTHERS:	Yes, \$ 25,000 Limit	Yes, \$ 25,000 Limit
INCLUDE EMPLOYEE PERSONAL EFFECTS	Yes, \$ 50,000 Limit	Yes, \$ 50,000 Limit
INCLUDE THEFT:	Yes	Yes
INCL. PROPERTY IN THE OPEN:	Yes, \$50,000 sublimit with max of \$2,500 per item	Yes, \$50,000 sublimit with max of \$2,500 per item
REBUILD AT OPTIONAL LOCATION IF TOTAL LOSS:	Yes	Yes
POLLUTION CLEAN-UP CAUSED BY INSURED PERIL:	Included, \$25,000 Limit	Included, \$25,000 Limit
GOLF COURSE ENDORSEMENT:	Included	Included
PROPERTY IN TRANSIT:	\$ 50,000 Limit	\$ 50,000 Limit

**CITY OF PITTSBURG, KANSAS**  
**PROPERTY and LIABILITY INSURANCE**  
 NOVEMBER, 1 2009 TO NOVEMBER 1, 2010

AGENCY:

Ryan Insurance, A Division of Power Group  
 St. Paul Travelers  
**Renewal (11/01/2009-11/01/2010)**

Fee Insurance Group (formerly HRH)  
 St. Paul Travelers  
**Expiring (11/01/2008-11/01/2009)**

<b>PROPERTY (Continued)</b>		
ORDINANCE OR LAW:	Replacement of Undamaged--Building Limit 25% of loss + \$10,000 -- Demolishing of Undamaged \$250,000 -- Increased Cost of Construction	AMENDED: Replacement of Undamaged--Building Limit 25% of loss + \$10,000 -- Demolishing of Undamaged \$250,000 -- Increased Cost of Construction
INCL. ARCHITECT & ENGINEERING FEES:	Yes	Yes
INCL. UNINTENTIONAL REPORTING E&O:	Yes	Yes
INCL. GLASS BREAKAGE:	Yes	Yes
NEWLY ACQUIRED PROPERTY:	Yes, \$1,000,000 Building / \$ 500,000 Business Personal Property (Must Report to Insurer within 180 Days)	Yes, \$1,000,000 Building / \$ 500,000 Business Personal Property (Must Report to Insurer within 180 Days)
ON/OFF PREMISES POWER SURGE AND/OR SERVICE INTERRUPTION:	Not Included	Not Included
INCL. TREES, SHRUBS, PLANTS & LAWNS:	Yes, \$50,000 Limit	Yes, \$50,000 Limit
INCL. FOUNDATIONS & PARKING LOTS DAMAGED BY INSURED PERILS:	No	No
INCL. SEWER & DRAIN BACKUP:	Yes, \$ 50,000 Limit	Yes, \$ 50,000 Limit
MECHANICAL BREAKDOWN COVERAGE:	Included	Included
VALUABLE PAPERS & RECORDS:	\$ 250,000 Blanket Limit	\$ 250,000 Blanket Limit
EXTRA EXPENSE:	\$500,000 Combined Business Income & Extra Expense Limit	\$500,000 Combined Business Income & Extra Expense Limit
INCLUDES JAYCEE FIELD TURF:	Yes (\$400,000 Limit)	Yes (\$400,000 Limit)
INCL. GOLF COURSE ENDORSEMENT:	Yes, \$100,000 Limit (Greens, Tees, Fairways & Rough)	Not Included
LAW ENFORCEMENT ANIMALS:	\$10,000 Per Animal, \$15,000 Policy Limit	Not Noted
DEDUCTIBLE, PER OCCURRENCE:	\$ 5,000 Per Occurrence (\$2,500 Golf Course Endorsement)	\$ 5,000 Per Occurrence
<b>PROPERTY ANNUAL PREMIUM:</b>	<b>\$69,560</b>	<b>\$50,051</b>
INCLUDE TERRORISM	\$1,214 Additional Premium	\$930 Additional Premium
EARTHQUAKE LIMIT:	\$5,000,000	\$5,000,000
INCLUDES EQARTH MOVEMENT:	Yes	Yes
DEDUCTIBLE:	\$25,000	\$25,000
<b>EARTHQUAKE ANNUAL PREMIUM:</b>	<b>\$5,645 Additional Premium</b>	<b>\$5,302 Additional Premium</b>

**CITY OF PITTSBURG, KANSAS**  
**PROPERTY and LIABILITY INSURANCE**  
 NOVEMBER, 1 2009 TO NOVEMBER 1, 2010

AGENCY:

Ryan Insurance, A Division of Power Group  
 St. Paul Travelers  
**Renewal (11/01/2009-11/01/2010)**

Fee Insurance Group (formerly HRH)  
 St. Paul Travelers  
**Expiring (11/01/2008-11/01/2009)**

<b>LESSOR'S RISK ONLY PROPERTY</b>		
INSURER:	ST. PAUL / TRAVELERS A+ : XV (Separate from Package Program)	ST. PAUL / TRAVELERS A+ : XV (Separate from Package Program)
LIMIT:	27th Street insured separately--see PIDC spreadsheet \$2,712,700 Building Limit --3004 Rotary Terrace Increased per Cost Estimator by Travelers	\$1,575,000 Building Limit -- 1401 E. 27th Terrace \$1,890,000 Building Limit -- 3004 Rotary Terrace
RISK OF DIRECT PHYSICAL LOSS:	Yes	Yes
AGREED AMOUNT(Blanket properties):	No	No
COINSURANCE (ACV locations):	90%	90%
DEDUCTIBLE:	\$1,000 Per Occurrence(5% Earthquake)	\$1,000 Per Occurrence, No EQ coverage
REPLACEMENT COST:	Yes	Yes
<b>LRO PROPERTY PREMIUM:</b>	<b>\$9,843(Including Earthquake)</b>	<b>\$10,206</b>

<b>INLAND MARINE</b>		
RISK OF DIRECT PHYSICAL LOSS:	Yes	Yes
90 DAY NON-RENEWAL:	No, 60 Days	No, 60 Days
COINSURANCE PROVISION:	None	None

<b>CONTRACTOR'S EQUIPMENT LIMIT:</b>	\$2,346,932 Scheduled \$673,211 Unscheduled (\$30,000 Max per item) \$ 50,000 Hired / Leased \$3,070,143 Catastrophe Limit	\$ 2,345,106 Scheduled \$ 673,211 Unscheduled(\$30,000 Max per item) \$ 50,000 Hired / Leased \$3,068,316 Catastrophe Limit
CONT. EQUIP. DEDUCTIBLE:	\$ 2,500 Per Occurrence	\$ 2,500 Per Occurrence
VALUATION:	Actual Cash Value	Actual Cash Value
<b>CONT. EQUIPMENT PREMIUM:</b>	<b>\$20,188</b>	<b>\$17,434</b>

TERRORISM ADDITIONAL PREMIUM:	\$480	\$418 (Includes all inland properties)
-------------------------------	-------	--

<b>MISCELLANEOUS EQUIPMENT LIMIT:</b>	\$245,039 Scheduled \$390,700 Unscheduled --\$20,000 Max any one loss* (*Includes Traffic Signals & Control Boxes)	\$77,627 Scheduled \$390,700 Unscheduled --\$20,000 Max any one loss* (*Includes Traffic Signals & Control Boxes)
DEDUCTIBLE:	\$2,500 Per Occurrence	\$2,500 Per Occurrence
VALUATION:	Actual Cash Value	Actual Cash Value
<b>ANNUAL PREMIUM:</b>	<b>Included</b>	<b>Included</b>

**CITY OF PITTSBURG, KANSAS**  
**PROPERTY and LIABILITY INSURANCE**  
 NOVEMBER, 1 2009 TO NOVEMBER 1, 2010

AGENCY: Ryan Insurance, A Division of Power Group      Fee Insurance Group (formerly HRH)  
 St. Paul Travelers      St. Paul Travelers  
**Renewal (11/01/2009-11/01/2010)**      **Expiring (11/01/2008-11/01/2009)**

<b>RADIO &amp; TV STATIONS COVERAGE:</b>		
LIMIT:	\$167,917 Scheduled (Steel Tower @ 1st Street)	\$167,917 Scheduled (Steel Tower @ 1st Street)
DEDUCTIBLE:	\$1,000	\$1,000
COINSURANCE:	80%	80%
VALUATION:	Retail Replacement Cost	Retail Replacement Cost
<b>ANNUAL PREMIUM:</b>	<b>Included</b>	<b>Included</b>

<b>FINE ARTS -LIMIT:</b>	\$ 241,500 Scheduled \$ 140,000 Unscheduled \$2,500 Max per item	\$ 241,500 Scheduled \$ 140,000 Unscheduled \$2,500 Max per item
DEDUCTIBLE:	\$ 1,000 Per Occurrence	\$ 1,000 Per Occurrence
VALUATION:	Scheduled--Like Kind and Quality Unscheduled--Actual Cash Value	Scheduled--Like Kind and Quality Unscheduled--Actual Cash Value
<b>ANNUAL PREMIUM:</b>	<b>Included</b>	<b>Included</b>

<b>DATA PROCESSING</b>		
ALL SCHEDULED LOCATIONS:	Yes	Yes
HARDWARE LIMIT:	\$1,500,000	\$ 500,000
MEDIA / DATA LIMIT:	\$ 500,000	\$ 235,000
TRANSIT LIMIT:	\$ 50,000	\$ 50,000
BLANKET LIMIT:	Yes	Yes
RISK OF DIRECT PHYSICAL LOSS:	Yes	Yes
FUNCTIONAL REPLACEMENT COST:	Simple Replacement Cost Value	Simple Replacement Cost Value
INCL. ON/OFF PREMISES POWER SURGE:	No	No
INCL. DAMAGE BY HACKERS, ETC.	No	No
INCL. DAMAGE BY VIRUS, ETC.	No	No
COINSURANCE PROVISION:	Not Applicable	Not Applicable
DATA PROCESSING DEDUCTIBLE:	\$ 2,500 Per Occurrence	\$ 2,500 Per Occurrence
MECHANICAL BREAKDOWN:	Covered Condition	Covered Condition
MECH. BRKDOWN DEDUCTIBLE:	\$ 2,500 Per Occurrence	\$ 2,500 Per Occurrence
EDP EXTRA EXPENSE LIMIT:	\$ 50,000	\$ 50,000
INCLUDES BREAKDOWN:	Yes	Yes
EXTRA EXPENSE DEDUCTIBLE:	\$ 2,500 Per Occurrence	\$ 2,500 Per Occurrence
<b>DATA PROCESSING ANN. PREMIUM:</b>	<b>Included</b>	<b>Included</b>

**CITY OF PITTSBURG, KANSAS**  
**PROPERTY and LIABILITY INSURANCE**  
 NOVEMBER, 1 2009 TO NOVEMBER 1, 2010

AGENCY:

Ryan Insurance, A Division of Power Group  
 St. Paul Travelers  
**Renewal (11/01/2009-11/01/2010)**

Fee Insurance Group (formerly HRH)  
 St. Paul Travelers  
**Expiring (11/01/2008-11/01/2009)**

<b>GENERAL LIABILITY</b>		
INSURER:	ST. PAUL FIRE & MARINE A+:XV	ST. PAUL FIRE & MARINE A+:XV
COMMERCIAL GENERAL FORM:	Yes	Yes
OCCURRENCE COVERAGE:	Yes	Yes
LIMITS -	\$ 2,000,000 Each Occurrence \$ 2,000,000 Personal & Advertising Injury \$ 4,000,000 General Aggregate \$ 4,000,000 Products / Completed Oper. Agg. \$ 100,000 Fire Damage Legal Liab. \$ 0 No-Fault Medical Payments	\$ 2,000,000 Each Occurrence \$ 2,000,000 Personal & Advertising Injury \$ 4,000,000 General Aggregate \$ 4,000,000 Products / Completed Oper. Agg. \$ 100,000 Fire Damage Legal Liab. \$ 0 No-Fault Medical Payments
DEDUCTIBLE:	\$ 1,000 Bodily Injury / Property Damage	\$ 1,000 Bodily Injury / Property Damage
INCL. TORT LIABILITY ENDORSEMENT:	Yes, per above limits, if Tort Claims Act is NOT applicable. \$500,000 if claim is subject to tort cap.	Yes, per above limits, if Tort Claims Act is NOT applicable. \$500,000 if claim is subject to tort cap.
SEXUAL ABUSE SUB-LIMIT:	\$ 500,000 Per Occ / \$1,000,000 Agg.	\$ 250,000 Per Occ / \$500,000 Agg.
ACTS OF INDEPENDENT CONTRACTORS:	Included	Included
CONTRACTUAL LIABILITY:	Included	Included
SUPPLEMENTARY DEFENSE COSTS:	Yes	Yes
INCL. SPECIAL EVENTS:	Yes	Yes
FELLOW EMPLOYEE EXCLUSION:	Deleted	Deleted
INCL. PROFESSIONAL SERVICES FOR PROFESSIONAL ENGINEER:	Yes	Yes
INCLUDED EMT PROFESSIONAL:	Yes	Yes
INCLUDE CEMETERY PROFESSIONAL:	Yes	Yes
INCLUDE SKATE PARK:	Yes	Yes
EXCLUDE AIRPORT OPERATIONS:	Yes (Separate Policy)	Yes (Separate Policy)
INCLUDE HOUSING DEPARTMENT:	No	No
INCLUDE LIQUOR LIABILITY:	\$2,000,000 Policy Limit, \$1,000,000 Each person(Occurrence Form)	\$2,000,000 Policy Limit, \$1,000,000 Each person(Occurrence Form)
INCL. OWNED/NON-OWNED WATERCRAFT:	Yes	Yes
PROMOTIONAL ACTIVITIES ENDORS.: INTENTIONAL ACTS TO PROTECT LIFE & PROPERTY:	Excluded	Excluded
POLLUTION LIABILITY FROM TRAINING AND EMERGENCIES:	Included	Included
PREMIUM SUBJECT TO AUDIT:	No	No
<b>G.L. ANNUAL PREMIUM:</b>	<b>\$48,059</b>	<b>\$ 45,547</b>
Liquor Liability Premium:	\$126 Additional Premium	\$124 Additional Premium
Terrorism Premium	\$431 Additional Premium	\$410 Additional Premium

**CITY OF PITTSBURG, KANSAS**  
**PROPERTY and LIABILITY INSURANCE**  
 NOVEMBER, 1 2009 TO NOVEMBER 1, 2010

AGENCY: Ryan Insurance, A Division of Power Group      Fee Insurance Group (formerly HRH)  
 St. Paul Travelers      St. Paul Travelers  
**Renewal (11/01/2009-11/01/2010)**      **Expiring (11/01/2008-11/01/2009)**

<b>EMPLOYEE BENEFIT LIABILITY</b>		
COVERAGE FORM:	Claims Made / No Retroactive Date	Claims Made / No Retroactive Date
LIMITS:	\$ 500,000 Each Wrongful Act \$ 1,500,000 Aggregate	\$ 500,000 Each Wrongful Act \$ 1,500,000 Aggregate
DEDUCTIBLE:	\$ 1,000 Per Claim	\$ 1,000 Per Claim
<b>E.B.L. ANNUAL PREMIUM:</b>	<b>\$332</b>	<b>\$332</b>

<b>LAW ENFORCEMENT LIABILITY</b>		
FORM:	ST. PAUL FIRE & MARINE A+ : XV Occurrence	ST. PAUL FIRE & MARINE A+ : XV Occurrence
LIMITS OF LIABILITY:	\$ 1,000,000 Each Occurrence \$ 2,000,000 Policy Limit / Aggregate	\$ 1,000,000 Each Occurrence \$ 2,000,000 Policy Limit / Aggregate
DEDUCTIBLE:	\$ 10,000 Per Loss	\$ 10,000 Per Loss
DEDUCTIBLE FOR DEFENSE COSTS:	Included above	Included above
WRONGFUL ACT COVERAGE:	Included	Included
INCLUDES BODILY INJURY, PROPERTY DAMAGE & PERSONAL INJURY:	Included	Included
EMOTIONAL DISTRESS & HUMILIATION:	Included	Included
INCLUDES K-9 EXPOSURES (IF ANY)	Included	Included
AUTHORIZED MOONLIGHTING ACTIVITIES:	Included	Included
DISCRIMINATION ALLEGED DUE TO LAW ENFORCEMENT ACTIVITIES:	Included	Included
VIOLATION OF CIVIL RIGHTS DUE TO LAW ENFORCEMENT ACTIVITIES:	Included	Included
90 DAY NON-RENEWAL:	Yes	Yes
SUPPLEMENTARY DEFENSE COST:	Yes	Yes
"PAY ON BEHALF OF INSURED":	Yes	Yes
INSURERS DUTY TO DEFEND:	Yes	Yes
INCL. NECESSARY INTENTIONAL ACTS:	Yes	Yes
INCLUDE TERRORISM:	\$ 709 Additional Premium	\$ 709 Additional Premium
<b>ANNUAL PREMIUM:</b>	<b>\$16,533</b>	<b>\$16,533</b>

**CITY OF PITTSBURG, KANSAS**  
**PROPERTY and LIABILITY INSURANCE**  
 NOVEMBER, 1 2009 TO NOVEMBER 1, 2010

AGENCY: Ryan Insurance, A Division of Power Group      Fee Insurance Group (formerly HRH)  
 St. Paul Travelers      St. Paul Travelers  
**Renewal (11/01/2009-11/01/2010)**      **Expiring (11/01/2008-11/01/2009)**

<b>PUBLIC OFFICIAL LIABILITY</b>		
FORM:	ST. PAUL FIRE & MARINE A+ : XV Claims Made	ST. PAUL FIRE & MARINE A+ : XV Claims Made
RETRO DATE:	November 1, 1991	November 1, 1991
LIMITS OF LIABILITY:	\$ 1,000,000 Each Loss \$ 2,000,000 Aggregate	\$ 1,000,000 Each Loss \$ 2,000,000 Aggregate
DEDUCTIBLE:	\$ 5,000 Each Claim	\$ 5,000 Each Claim
COVERAGE INCLUDES NEGLIGENT***- ACT:	***coverage includes "wrongful act" meaning any act, error, or omission.	***coverage includes "wrongful act" meaning any act, error, or omission.
ERROR:		
OMISSION:		
MISSTATEMENT:		
MISLEADING OF STATEMENT:		
BREACH OF DUTY:		
DEFENSE COST ARE SUPPLEMENTAL:	Yes	Yes
90 DAY NON-RENEWAL:	No, 60 day	No, 60 day
"PAY ON BEHALF OF INSURED":	Yes	Yes
INSURER'S DUTY TO DEFEND PROVISION:	Yes	Yes
INCLUDES DISCRIMINATION:	Yes	Yes
INCLUDES VIOLATION OF CIVIL RIGHTS:	Yes	Yes
INCL "ALL EMPLOYEES" & "VOLUNTEERS":	Yes	Yes
INCLUDES CITY ATTORNEYS, JUDGE & PROSECUTORS (P.O.L. policy):	Yes	Yes
INCLUDE ALLEGED SEXUAL HARASSMENT:	No, see separate EPL coverage form	No, see separate EPL coverage form
INCL. DEFENSE FOR NON-MONETARY DEMANDS:	No	No
INCL. EMPLOYED NOTARIES:	Yes	Yes
ALSO EXTENDS TO THE FOLLOWING-***		
AIRPORT BOARD:	Yes	Yes
LIBRARY BOARD:	Yes	Yes
HOUSING AUTHORITY:	Yes	Yes
WATER/SEWER UTILITY:	Yes	Yes
CITY ATTORNEY(if an employee):	Yes	Yes
PROSECUTING ATTORNEY(if employee):	Yes	Yes
MUNICIPAL JUDGE(if an employee):	Yes	Yes
<b>POL ANNUAL PREMIUM:</b>	<b>\$4,124</b>	<b>\$3,873</b>
TERRORISM PREMIUM:	\$ 165 Additional Premium	\$155 Additional premium

**CITY OF PITTSBURG, KANSAS**  
**PROPERTY and LIABILITY INSURANCE**  
 NOVEMBER, 1 2009 TO NOVEMBER 1, 2010

AGENCY:

Ryan Insurance, A Division of Power Group  
 St. Paul Travelers  
 Renewal (11/01/2009-11/01/2010)

Fee Insurance Group (formerly HRH)  
 St. Paul Travelers  
 Expiring (11/01/2008-11/01/2009)

<b>EMPLOYMENT PRACTICES LIABILITY</b>		
INSURER:	ST. PAUL FIRE & MARINE A+ : XV	ST. PAUL FIRE & MARINE A+ : XV
FORM:	Claims Made	Claims Made
RETRO DATE:	11/1/1991	11/1/1991
LIMITS OF LIABILITY:	\$1,000,000 Each Loss \$2,000,000 Aggregate	\$1,000,000 Each Loss \$2,000,000 Aggregate
DEDUCTIBLE:	\$25,000 Each Claim	\$25,000 Each Claim
DEDUCTIBLE FOR DEFENSE COSTS:	Included	Included
DEFENSE COSTS ARE SUPPLEMENTAL:	No, included in limit	No, included in limit
90 DAY NON-RENEWAL	No, 60 day	No, 60 day
"PAY ON BEHALF OF INSURED"	Yes	Yes
INSURER'S DUTY TO DEFEND:	Yes	Yes
INSURER MUST OBTAIN CONSENT FROM CITY TO SETTLE:	No	No
INCLUDES DISCRIMINATION:	Yes	Yes
INCLUDES VIOLATION OF CIVIL RIGHTS:	Yes	Yes
INCL "ALL EMPLOYEES" & "VOLUNTEERS":	Yes	Yes
INCLUDE ALLEGED SEXUAL HARASSMENT:	Yes	Yes
INCLUDE EMPLOYMENT PRACTICES ALLEGATIONS:	Yes	Yes
EMPLOYMENT PRACTICES INCLUDE WRONGFUL TERMINATION & FAILURE TO PROMOTE:	Yes	Yes
INCLUDE DEFENSE FOR NON-MONETARY DEMANDS:	No	No
INCLUDE EEOC/KHRC MEDIATION DEFENSE & SETTLEMENTS:	Yes, if state HRC has the right to award damages	Not Noted
BACK WAGES & BENEFITS:	Yes	Included
ALSO EXTENDS TO THE FOLLOWING:		
AIRPORT BOARD:	Yes	Yes
LIBRARY BOARD:	Yes	Yes
HOUSING AUTHORITY:	Yes	Yes
WATER/SEWER UTILITY:	Yes	Yes
CITY ATTORNEY:	Yes	Yes
PROSECUTING ATTORNEY:	Yes	Yes
MUNICIPAL JUDGE:	Yes	Yes
<b>ANNUAL PREMIUM:</b>	<b>\$13,829</b>	<b>\$14,066</b>
TERRORISM PREMIUM:	\$184 Additional Premium	\$188 Additional Premium

**CITY OF PITTSBURG, KANSAS**  
**PROPERTY and LIABILITY INSURANCE**  
 NOVEMBER, 1 2009 TO NOVEMBER 1, 2010

AGENCY:

Ryan Insurance, A Division of Power Group  
 St. Paul Travelers  
 Renewal (11/01/2009-11/01/2010)

Fee Insurance Group (formerly HRH)  
 St. Paul Travelers  
 Expiring (11/01/2008-11/01/2009)

<b>CRIME COVERAGE</b>		
PUBLIC EMPLOYEES BLANKET TYPE "O" FORM:	ST. PAUL FIRE & MARINE A+ : XV St. Paul form	ST. PAUL FIRE & MARINE A+ : XV St. Paul form
INCL. FAITHFUL PERFORMANCE:	Yes	Yes
90 DAY NON-RENEWAL:	No, 60 day	No, 60 day
EXCESS COVERAGE FOR TREASURER:	No	No
INCL. CITY COMMISSIONERS:	Yes	Yes
LIMIT:	\$ 250,000 Per Loss	\$ 250,000 Per Loss
DEDUCTIBLE:	\$ 1,000 Per Loss	\$ 1,000 Per Loss
<b>ANNUAL PREMIUM:</b>	<b>\$1,126</b>	<b>\$1,126</b>

<b>FORGERY &amp; ALTERATION FORM:</b>	Form B	Form B
LIMIT:	\$ 25,000 Per Loss	\$ 25,000 Per Loss
FORGERY & ALTERATION DEDUCT:	\$ 1,000 Per Loss	\$ 1,000 Per Loss
<b>FORGERY ANNUAL PREMIUM:</b>	<b>Included</b>	<b>Included</b>

<b>THEFT, DISAPPEARANCE &amp; DESTRUCTION:</b>	St. Paul Form	St. Paul Form
MONEY & SECUR. INSIDE LIMIT:	\$ 10,000 Per Loss	\$ 10,000 Per Loss
MONEY & SECUR. OUTSIDE LIMIT:	\$ 10,000 Per Loss	\$ 10,000 Per Loss
MONEY & SECUR. DEDUCTIBLE:	\$ 1,000 Per Loss	\$ 1,000 Per Loss
<b>MONEY &amp; SECUR. ANNUAL PREMIUM:</b>	<b>Included</b>	<b>Included</b>

<b>COMPUTER FRAUD</b>	St. Paul form	St. Paul form
LIMIT:	\$ 250,000 Per Loss	\$ 250,000 Per Loss
FORGERY & ALTERATION DEDUCT:	\$ 1,000 Per Loss	\$ 1,000 Per Loss
<b>COMPUTER FRAUD PREMIUM:</b>	<b>Included</b>	<b>Included</b>

**CITY OF PITTSBURG, KANSAS**  
**PROPERTY and LIABILITY INSURANCE**  
 NOVEMBER, 1 2009 TO NOVEMBER 1, 2010

AGENCY:

Ryan Insurance, A Division of Power Group  
 St. Paul Travelers  
**Renewal (11/01/2009-11/01/2010)**

Fee Insurance Group (formerly HRH)  
 St. Paul Travelers  
**Expiring (11/01/2008-11/01/2009)**

<b>AUTOMOBILE</b>		
LIABILITY LIMITS:	ST. PAUL FIRE & MARINE A+ : XV \$1,000,000 Combined Single Limit	ST. PAUL FIRE & MARINE A+ : XV \$1,000,000 Combined Single Limit
INCLUDES TORT LIABILITY ENDORS:	Yes	Yes
UNINSURED/UNDER. MOTORIST:	\$ 500,000 Each Occurrence	\$ 500,000 Each Occurrence
MEDICAL PAYMENTS:	\$ 5,000 All "Owned " Vehicles	\$ 5,000 All "Owned " Vehicles
SYMBOL "ONE" LIABILITY:	Yes (Any Auto)	Yes (Any Auto)
HIRED & NON-OWNED LIABILITY:	Included	Included
EMPLOYEES AS INSUREDS:	Yes	Yes
FELLOW EMPLOYEE EXCLUSION:	Deleted	Deleted
90 DAY NON-RENEWAL:	No, 60 day	No, 60 day
INCL. NECESSARY INTENTIONAL ACTS:	Yes	Yes
AVERAGE RATE METHOD USED FOR CHANGES AND FINALIZED AT POLICY YEAR END:	Yes	Yes
INCLUDE COMMANDEERED AUTOS:	Yes	Yes
<b>AUTO LIABILITY ANNUAL PREMIUM:</b>	<b>\$34,838</b>	<b>\$38,403</b>

<b>PHYSICAL DAMAGE PER SCHEDULE</b>		
AUTO PHYSICAL DAMAGE DEDUCT - COMPREHENSIVE:	\$ 500 Per Vehicle	\$ 500 Per Vehicle
COLLISION:	\$ 1,000 Per Vehicle	\$ 1,000 Per Vehicle
MAXIMUM DEDUCTIBLE PER OCCURRENCE:	No	No
INCLUDES EMERGENCY EQUIPMENT ATTACHED TO VEHICLES:	Yes	Yes
INCLUDE COMMANDEERED AUTOS:	Yes	Yes
INCLUDE DAMAGE BY FREEZING, OTHER THAN FAILURE TO PROPERLY MAINTAIN:	Yes	Yes
<b>PHYSICAL DAMAGE ANNUAL PREMIUM:</b>	<b>\$19,275</b>	<b>\$16,320</b>

HIRED/BORROWED PHYSICAL DAMAGE:	Yes	Yes
	No limit per vehicle \$ 500 Comprehensive Deductible \$ 500 Collision Deductible	No limit per vehicle \$ 500 Comprehensive Deductible \$ 500 Collision Deductible
<b>ANNUAL PREMIUM:</b>	<b>Included</b>	<b>Included</b>

**CITY OF PITTSBURG, KANSAS**  
**PROPERTY and LIABILITY INSURANCE**  
 NOVEMBER, 1 2009 TO NOVEMBER 1, 2010

AGENCY: Ryan Insurance, A Division of Power Group      Fee Insurance Group (formerly HRH)  
 St. Paul Travelers      St. Paul Travelers  
**Renewal (11/01/2009-11/01/2010)**      **Expiring (11/01/2008-11/01/2009)**

<b>BOILER &amp; MACHINERY</b>		
INSURER:	ST. PAUL FIRE & MARINE A+ : XV	ST. PAUL FIRE & MARINE A+ : XV
COMPREHENSIVE FORM:	St. Paul form	St. Paul form
ALL SCHEDULED LOCATIONS:	Yes	Yes
LIMIT PER ACCIDENT:	Property Limit	Property Limit
BLANKET:	Yes	Yes
DEDUCTIBLE:	\$ 5,000 Per Accident	\$ 5,000 Per Accident
EXPEDITING EXPENSE LIMIT:	\$ 250,000	\$ 250,000
AMMONIA CONTAMINATION LIMIT:	\$ 250,000	\$ 250,000
WATER DAMAGE LIMIT:	Not Noted	Not Noted
REPAIR/REPLACEMENT COVERAGE:	Yes	Yes
NON-RENEWAL:	60 Days	60 Days
"CONNECTED READY FOR USE":	Applicable	Applicable
BUS. INCOME / EXTRA EXPENSE LIMIT:	Included with \$500, 000 limit	Included with \$500, 000 limit
BUS. INCOME DEDUCTIBLE:	N/A	N/A
<b>ANNUAL PREMIUM:</b>	<b>\$7,128</b>	<b>\$5,354</b>

**CITY OF PITTSBURG, KANSAS**  
**PROPERTY and LIABILITY INSURANCE**  
 NOVEMBER, 1 2009 TO NOVEMBER 1, 2010

AGENCY:	Ryan Insurance, A Division of Power Group St. Paul Travelers <b>Renewal (11/01/2009-11/01/2010)</b>	Fee Insurance Group (formerly HRH) St. Paul Travelers <b>Expiring (11/01/2008-11/01/2009)</b>
---------	---	---

<b><u>PUBLIC ENTITY CYBER LIABILITY</u></b>		
INSURER:	ST. PAUL / TRAVELERS A+ : XV	ST. PAUL / TRAVELERS A+ : XV
FORM:	Claims Made	Claims Made
RETROACTIVE DATE:	11/1/2008	11/1/2008
LIMITS -	\$ 500,000 Total Limit \$ 500,000 Each Wrongful Act Limit \$ 25,000 Crisis Management Service Expense \$ 25,000 Security Breach Notification Expense	\$ 500,000 Total Limit \$ 500,000 Each Wrongful Act Limit \$ 25,000 Crisis Management Service Expense \$ 25,000 Security Breach Notification Expense
SUPPLEMENTARY DEFENSE COSTS:	No	No
COVERAGES:	Failure to prevent transmission of a computer virus Failure to provide authorized users with access to your website or your computer or communication network  Failure to protect electronic data containing private or confidential information of others Infringement of copyright or trademark in your material Plagiarism or unauthorized use of a literary or artistic format, character or performance in your covered material	Failure to prevent transmission of a computer virus Failure to provide authorized users with access to your website or your computer or communication network  Failure to protect electronic data containing private or confidential information of others Infringement of copyright or trademark in your material Plagiarism or unauthorized use of a literary or artistic format, character or performance in your covered material
DEDUCTIBLE:	\$5,000 Each Wrongful Act	\$5,000 Each Wrongful Act
<b>CYBER LIABILITY ANNUAL PREM.</b>	<b>\$ 1,092 Annual Premium</b>	<b>\$ 969 Annual Premium</b>
TERRORISM	\$33 Additional Premium	\$29 Additional Premium

**CITY OF PITTSBURG, KANSAS**  
**PROPERTY and LIABILITY INSURANCE**  
 NOVEMBER, 1 2009 TO NOVEMBER 1, 2010

AGENCY:

Ryan Insurance, A Division of Power Group  
 St. Paul Travelers  
**Renewal (11/01/2009-11/01/2010)**

Fee Insurance Group (formerly HRH)  
 St. Paul Travelers  
**Expiring (11/01/2008-11/01/2009)**

<b>AIRPORT LIABILITY</b>	Agent - Cretcher-Heartland	Agent - Cretcher-Heartland
INSURER:	ACE Property & Casualty A+:XV	ACE Property & Casualty A+:XV
LIMITS OF COVERAGE: BODILY INJURY & PROPERTY DAMAGE: PRODUCTS - COMPLETED OPERATIONS: MALPRACTICE: PERSONAL/ADVERTISING INJURY: FIRE DAMAGE LIMIT: MEDICAL EXPENSE:	\$ 5,000,000 Each Occurrence \$ 5,000,000 Aggregate \$ 5,000,000 Aggregate \$ 5,000,000 Aggregate \$ 50,000 any one fire \$ 1,000 any one person	\$ 5,000,000 Each Occurrence \$ 5,000,000 Aggregate \$ 5,000,000 Aggregate \$ 5,000,000 Aggregate \$ 50,000 any one fire \$ 1,000 any one person
HANGAR KEEPERS LIABILITY:	\$ 5,000,000 Each Aircraft \$ 5,000,000 Each Occurrence \$ 1,000 Per Claim Deductible	\$ 5,000,000 Each Aircraft \$ 5,000,000 Each Occurrence \$ 1,000 Per Claim Deductible
SUPPLEMENTARY DEFENSE COST:	Yes	Yes
COVERAGE FOR AIRSHOWS:	No, but coverage can be provided on a per show basis if certain conditions are met.	No, but coverage can be provided on a per show basis if certain conditions are met.
NON-OWNED AIRCRAFT:	Not Covered	Not Covered
<b>ANNUAL PREMIUM:</b>	<b>\$ 8,700</b>	<b>\$ 9,140</b>
TERRORISM	<b>Excluded (\$1,088 Additional for War &amp; Terrorism)</b>	<b>Excluded (\$5,000 Additional Premium)</b>

**PITTSBURG INDUSTRIAL DEVELOPMENT CORP.**  
NOVEMBER, 1 2009 TO NOVEMBER 1, 2010

AGENCY: Ryan Insurance, A Division of Power Group  
INSURER: St. Paul Travelers A+ : XV

**PREMIUM SUMMARY -**

PROPERTY:	\$	1,986
GENERAL LIABILITY:		Included
TERRORISM (ALL LINES):		Included
BROKER SERVICE FEE:		15% Commission
<b>ST. PAUL PACKAGE TOTAL:</b>	<b>\$</b>	<b>1,986</b>

THIS "SPREADSHEET" IS OFFERED ONLY FOR THE PURPOSE OF OVERVIEWING THE PRO PRESENTED BY THE AGENTS. REFERENCE TO THE ACTUAL INSURING AGREEMENTS SH MADE FOR DETERMINING SPECIFIC COVERAGES, CONDITIONS AND EXCLUSIONS.

<b><u>PROPERTY</u></b>	
INSURER:	ST. PAUL / TRAVELERS A+ : XV
LIMIT:	\$1,622,250 Building Limit Increased from \$1,575,000 per Cost Estimator by Travelers
RISK OF DIRECT PHYSICAL LOSS:	Yes
AGREED AMOUNT(Blanket properties):	No
COINSURANCE (ACV locations):	90%
DEDUCTIBLE:	\$5,000 Per Occurrence(5% Earthquake)
REPLACEMENT COST:	Yes
<b>PROPERTY PREMIUM:</b>	<b>\$1,986 (Including EQ)</b>
Terrorism Premium:	Included

<b><u>GENERAL LIABILITY</u></b>	
INSURER:	ST. PAUL FIRE & MARINE A+:XV
COMMERCIAL GENERAL FORM:	Yes
OCCURRENCE COVERAGE:	Yes
LIMITS -	\$ 1,000,000 Each Occurrence \$ 1,000,000 Personal & Advertising Injury \$ 2,000,000 General Aggregate \$ 2,000,000 Products / Completed Oper. Agg. \$ 5,000 Medical Expenses
DEDUCTIBLE:	None
CONTRACTUAL LIABILITY:	Included
SUPPLEMENTARY DEFENSE COSTS:	No
PREMIUM SUBJECT TO AUDIT:	No
<b>G.L. ANNUAL PREMIUM:</b>	<b>Included</b>
Terrorism Premium	Included

# CITIZEN'S ADVISORY BOARD ON NEIGHBORHOOD REVITALIZATION MINUTES OF MEETING SEPTEMBER 23, 2009

---

MEMBERS ATTENDING: CHARLEY BUTLER, CHAIR  
CRAIG CHRONISTER, VICE CHAIR  
MARILYN PETERSON  
TINA SMITH  
STEVE BITNER

MEMBERS ABSENT: JUDY WESTHOFF, 2<sup>ND</sup> VICE CHAIR

STAFF ATTENDING: DEENA HALLACY

GUEST ATTENDING: NONE

Charley Butler, Chair called the meeting to order at 4:30PM.

- 1) **APPROVAL OF MINUTES OF LAST MEETING** – July 27, 2009  
Steve Bitner moved to approve the minutes of the last meeting. Marilyn Peterson seconded the motion and it passed unanimously.

- 2) **NEW BUSINESS:**

- a) **HOUSING REHAB LOAN APPLICATION**

- i> **Jeff Munger – 609 N. Smelter**

This is the second application for housing rehabilitation in Pittsburg. Mr. Munger has several inside issues to be addressed including leveling of a bedroom floor. He is working with SEKCAP on the weatherization program and they may be able to assist him with the installation of a heat and air system. If not, it would be included in the total loan package. Mr. Munger is asking for the full \$18,000, however, he expects he will not use the entire amount. The one bid received from the contractor for the home repairs was \$12,500. Contractors are hard to reach and are not responsive.

Steve Bitner moved to approve the application for Mr. Munger and Tina Smith seconded the motion. Motion passed unanimously.

- 3) **ADDITIONAL ITEMS FROM BOARD MEMBERS: None**

- 4) **ADJOURNMENT** – Meeting adjourned at 4:55PM.

Respectfully submitted,

Deena Hallacy



## Interoffice Memorandum

TO: John D. VanGorden, Interim City Manager  
FROM: Mendy Hulvey, Police Chief  
DATE: October 2, 2009  
SUBJECT: Agenda Item – Disposition of bids  
Public Safety Center

---

Bids were received on September 29th, 2009, for the sale of the Public Safety Center located at 611 N. Pine, Pittsburg, Kansas. The Notice to Bidders was published in The Morning Sun and was placed on the City's web page. One bid packet was mailed out to a potential bidder. After reviewing the single bid received, City staff recommends the bid be awarded to Mr. George Washington, Washington Electronics, Inc., of Pittsburg, Kansas, based on his high bid submitted in the amount of \$50,050.00

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 13, 2009. Action necessary will be to approve or disapprove staff's recommendation to award the bid to the highest bidder as stipulated above.

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

Attachment: Bid Tab Sheet

cc: Tammy Nagel, City Clerk

# CITY OF PITTSBURG, KANSAS

## Recapitulation of Bids Received Sale of 611 North Pine (former Police/Fire Station) Tuesday, September 29<sup>th</sup>, 2009 – 2:00 p.m.

Name & Address of Bidder	Amount Bid
Washington Electronics, Inc. 1009 West 4 <sup>th</sup> Street Pittsburg, Kansas 66762	\$50,050.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: \* ALL BANKS

DATE RANGE: 9/16/2009 THRU 10/05/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	9/16/2009			160610		
C-CHECK	VOID CHECK	V	9/16/2009			160611		
C-CHECK	VOID CHECK	V	9/28/2009			160673		
C-CHECK	VOID CHECK	V	10/02/2009			160724		
C-CHECK	VOID CHECK	V	10/05/2009			160735		
C-CHECK	VOID CHECK	V	10/05/2009			160736		

\* \* 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

	VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	6	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: \* TOTALS: 6 0.00 0.00 0.00

BANK: \* TOTALS: 6 0.00 0.00 0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS	R	9/16/2009			160609		1,432.12
2519	EAGLE BEVERAGE CO INC	R	9/16/2009			160612		149.85
0175	REGISTER OF DEEDS	R	9/16/2009			160613		7.00
5904	TASC	R	9/16/2009			160614		636.00
5589	ALLTEL	R	9/17/2009			160642		122.56
4856	BRIAN BLYTHE	R	9/17/2009			160643		237.60
0094	M&I BANK	R	9/18/2009			160646		250.00
6135	MCNEARNEY & ASSOCIATES LLC	R	9/18/2009			160647		231.86
6310	PENDLTON & SUTTON ATTORNEYS	R	9/18/2009			160648		193.15
5854	ANTHONY A SNYDER	R	9/18/2009			160649		252.65
6136	US DEPARTMENT OF EDUCATION	R	9/18/2009			160650		270.48
3516	CITY OF PITTSBURG	R	9/18/2009			160651		200.00
3884	MARK D. TURNBULL	R	9/18/2009			160652		200.00
6348	KANSAS PRESERVATION ALLIANCE I	R	9/21/2009			160653		300.00
5589	ALLTEL	R	9/22/2009			160662		612.80
0067	ARBOR DAY FOUNDATION	R	9/22/2009			160663		25.00
5561	AT&T MOBILITY	R	9/22/2009			160664		687.88
4263	COX COMMUNICATIONS	R	9/22/2009			160665		14.32
0175	REGISTER OF DEEDS	R	9/22/2009			160666		12.00
1108	WESTAR ENERGY	R	9/22/2009			160667		12.84
6353	HOUSEHOLD/BENEFICIAL FINANCIAL	R	9/23/2009			160668		6,000.00
6354	NOVOTX LLC	R	9/23/2009			160669		15,995.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1108	WESTAR ENERGY	R	9/24/2009			160670		32.87
1962	RESERVE ACCOUNT	R	9/25/2009			160671		5,000.00
2916	US CELLULAR	R	9/28/2009			160672		1,743.72
0380	KANSAS DEPARTMENT OF REVENUE	R	9/29/2009			160674		25.00
0845	JOCK'S NITCH	R	10/01/2009			160722		60,000.00
4263	COX COMMUNICATIONS	R	10/02/2009			160723		1,987.62
0094	M&I BANK	R	10/02/2009			160725		850.00
6135	MCNEARNEY & ASSOCIATES LLC	R	10/02/2009			160726		218.80
6310	PENDLTON & SUTTON ATTORNEYS	R	10/02/2009			160727		193.15
5854	ANTHONY A SNYDER	R	10/02/2009			160728		267.34
6136	US DEPARTMENT OF EDUCATION	R	10/02/2009			160729		270.48
0225	KDOR	R	10/02/2009			160730		11,012.83
6355	KENDALL PACKAGING	R	10/05/2009			160731		351,000.00
1222	ALL SEASONS CARPET	R	10/05/2009			160732		1,561.93
0272	BO'S 1 STOP INC	R	10/05/2009			160733		10,758.80
6347	COMMERCIAL CATERING SERVICE	R	10/05/2009			160734		74.55
5759	COMMUNITY HEALTH CENTER OF SEK	R	10/05/2009			160737		2,000.50
6008	CONTINENTAL CARBONIC PRODUCTS	R	10/05/2009			160738		1,340.88
5967	DANCO SYSTEMS INC	R	10/05/2009			160739		3,629.25
6358	FIRE X INC	R	10/05/2009			160740		32.75
6359	GARY R EDWARDS CONSTRUCTION	R	10/05/2009			160741		150.00
6357	HARROD'S INC	R	10/05/2009			160742		95.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5388	HUNTINGTON GROUP	R	10/05/2009			160743		229.88
5770	JOPLIN FREIGHTLINER SALES INC	R	10/05/2009			160744		331.92
6343	KANSAS DEPT OF LABOR	R	10/05/2009			160745		17.50
2877	KDHE - BUREAU OF WATER	R	10/05/2009			160746		1,110.00
2877	KDHE - BUREAU OF WATER	R	10/05/2009			160747		20.00
3766	KDHE - TECHNICAL SERVICES SECT	R	10/05/2009			160748		60.00
1149	LESCO INC.	R	10/05/2009			160749		93.72
3102	MED-TECH RESOURCE, INC.	R	10/05/2009			160750		417.20
4644	MIDWAY FORD TRUCK CENTER, INC.	R	10/05/2009			160751		37.19
6290	R-QUIP EQUIPMENT RENTAL	R	10/05/2009			160752		26.88
1591	SEARS COMMERCIAL ONE	R	10/05/2009			160753		47.49
6260	TRANE	R	10/05/2009			160754		2,970.00
6320	UNIVERSAL TECHNOLOGIES LLC	R	10/05/2009			160755		497.60
0011	AMERICAN ELECTRIC INC	E	9/23/2009			999999		470.25
0034	CRONISTER BROTHERS, INC	E	9/23/2009			999999		1,486.57
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	9/23/2009			999999		988.54
0039	BATTERY MART INC	E	9/23/2009			999999		18.95
0046	ETTINGERS OFFICE SUPPLY	E	9/23/2009			999999		3,242.43
0054	JOPLIN SUPPLY COMPANY	E	9/23/2009			999999		803.61
0056	JOPLIN GLOBE	E	9/23/2009			999999		124.22
0063	LOCKE WHOLESALE SUPPLY	E	9/23/2009			999999		763.30
0078	SUPERIOR LINEN SERVICE	E	9/23/2009			999999		354.94

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0083	WATER PRODUCTS INC	E	9/23/2009			999999		204.00
0084	INTERSTATE EXTERMINATOR, INC.	E	9/23/2009			999999		310.00
0088	D & H LEASING INC	E	9/23/2009			999999		168.28
0094	M&I BANK	D	9/18/2009			999999		63.95
0094	M&I BANK	D	9/25/2009			999999		70.00
0094	M&I BANK	D	10/02/2009			999999		70.23
0105	PITTSBURG AUTOMOTIVE INC	E	9/23/2009			999999		970.48
0109	RANDY VILELA TRUCKING, HAULING	E	9/23/2009			999999		2,500.00
0112	MARRONES INC	E	9/23/2009			999999		466.00
0117	THE MORNING SUN	E	9/23/2009			999999		3,009.40
0128	MT CARMEL MEDICAL CENTER	E	9/23/2009			999999		360.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	9/23/2009			999999		100.00
0136	CHARLESWORTH & ASSOCIATES LC	E	9/23/2009			999999		450.00
0145	BROADWAY LUMBER COMPANY, INC.	E	9/23/2009			999999		720.21
0154	BLUE CROSS & BLUE SHIELD	D	9/17/2009			999999		25,972.61
0154	BLUE CROSS & BLUE SHIELD	D	9/24/2009			999999		38,607.50
0154	BLUE CROSS & BLUE SHIELD	D	10/02/2009			999999		39,109.28
0163	O'REILLY AUTOMOTIVE INC	E	9/23/2009			999999		10.00
0185	MISSION CLAY PRODUCTS	E	9/23/2009			999999		198.41
0194	KANSAS STATE TREASURER	D	9/30/2009			999999		2,461,815.00
0194	KANSAS STATE TREASURER	E	9/25/2009			999999		1,333.24
0199	KIRKLAND WELDING SUPPLIES	E	9/23/2009			999999		28.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0200	SHERWIN WILLIAMS COMPANY	E	9/23/2009			999999		2,214.66
0201	SPICER-ADAMS WELDING, INC.	E	9/23/2009			999999		384.70
0207	PEPSI-COLA BOTTLING CO OF PITT	E	9/23/2009			999999		541.80
0224	KDOR	D	9/23/2009			999999		1,018.47
0224	KDOR	D	9/24/2009			999999		1,821.90
0224	KDOR	D	10/05/2009			999999		4,116.21
0276	JOE SMITH COMPANY, INC.	E	9/23/2009			999999		195.18
0278	LAWSON PRODUCTS INC	E	9/23/2009			999999		62.46
0289	TITLEIST	E	9/23/2009			999999		204.07
0300	PITTSBURG FORD-MERCURY, INC.	E	9/23/2009			999999		898.45
0308	DOBRAUC OIL COMPANY INC	E	9/23/2009			999999		16,908.81
0312	HACH COMPANY	E	9/23/2009			999999		2,648.78
0328	KANSAS ONE-CALL SYSTEM	E	9/23/2009			999999		306.00
0329	O'MALLEY IMPLEMENT CO INC	E	9/23/2009			999999		899.68
0331	OVERHEAD DOORS INC	E	9/23/2009			999999		432.00
0332	PITTCRAFT PRINTING	E	9/23/2009			999999		372.40
0337	CROSS-MIDWEST TIRE	E	9/23/2009			999999		142.38
0339	GENERAL MACHINERY	E	9/23/2009			999999		229.29
0345	VICTOR L PHILLIPS CO	E	9/23/2009			999999		267.50
0347	LYNN'S QUICK LUBE	E	9/23/2009			999999		34.95
0348	TYRELL'S SERVICE INC	E	9/23/2009			999999		1,109.12
0363	FISHER SCIENTIFIC	E	9/23/2009			999999		30.19

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0364	CRAWFORD COUNTY SHERIFF	E	9/23/2009			999999		1,962.00
0375	CONVENIENT WATER COMPANY	E	9/23/2009			999999		25.00
0409	WISEMAN'S DISCOUNT TIRE INC	E	9/23/2009			999999		249.90
0420	CONTINENTAL RESEARCH CORP	E	9/23/2009			999999		350.64
0428	KEDA	E	9/23/2009			999999		110.00
0429	LORD ELECTRIC	R	9/23/2009			999999		400.00
0525	3M	E	9/23/2009			999999		304.00
0571	WILBERT MFG. & SUPPLY	E	9/23/2009			999999		399.00
0704	NEPTUNE RADIATOR AND AUTO	E	9/23/2009			999999		685.20
0706	BLUE WATER POOL & SPA	E	9/23/2009			999999		12.98
0711	HAYNES EQUIPMENT CO INC	E	9/23/2009			999999		1,923.13
0785	REDICO INDUSTRIAL SUPPLY INC	E	9/23/2009			999999		126.00
0799	BIG BASS INVESTMENTS LLC	E	9/23/2009			999999		146.85
0806	JOHN L CUSSIMANIO	E	9/23/2009			999999		200.00
0817	BURKE ELECTRONICS	E	9/23/2009			999999		1,097.00
0921	BROYLES INC	E	9/23/2009			999999		973.23
0947	TOM SLAUGHTER	E	9/23/2009			999999		3,150.00
0953	J A SEXAUER INC	E	9/23/2009			999999		188.93
1013	SAFETY FIRST SUPPLY CO., LLC	E	9/23/2009			999999		219.68
1050	KPERS	D	9/18/2009			999999		1,480.80
1327	KBI	D	9/16/2009			999999		280.00
1347	ELECTRIC MOTOR SUPPLY INC	E	9/23/2009			999999		1,936.19

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1378	WHITE STAR	E	9/23/2009			999999		1,207.20
1435	DOC'S HEATING & AIR	E	9/23/2009			999999		692.50
1478	KANSASLAND TIRE OF PITTSBURG	E	9/23/2009			999999		2,802.27
1490	ESTHERMAE TALENT	E	9/23/2009			999999		25.00
1615	MITY-LITE INC	E	9/23/2009			999999		3,551.00
1733	BOYD METALS OF JOPLIN INC	E	9/23/2009			999999		159.46
1923	AUTOZONE	E	9/23/2009			999999		165.90
2027	COLLEEN BROOKS	E	9/23/2009			999999		87.50
2226	KEY EQUIPMENT & SUPPLY CO INC	E	9/23/2009			999999		96.99
2945	GALAXIE BUSINESS EQUIPMENT, IN	E	9/23/2009			999999		6.60
2960	PACE ANALYTICAL SERVICES INC	E	9/23/2009			999999		678.00
2972	BWI-SPRINGFIELD, MO	E	9/23/2009			999999		345.60
3192	MUNICIPAL CODE CORP	E	9/23/2009			999999		290.40
3571	LARRY'S DIESEL REPAIR LLC	E	9/23/2009			999999		410.25
3697	LR ENTERPRISES LLC	E	9/23/2009			999999		432.30
3802	BRENNTAG MID-SOUTH INC	E	9/23/2009			999999		4,957.85
3972	WASHINGTON ELECTRONICS INC	E	9/23/2009			999999		1,500.00
4133	T.H. ROGERS HOMECENTER	E	9/23/2009			999999		74.12
4163	TICKETSAGE INC	E	9/23/2009			999999		225.11
4183	BARBIZON LIGHT	E	9/23/2009			999999		14,507.83
4186	KEN WILKERSON	E	9/23/2009			999999		1,710.00
4277	AMERICAN EQUIPMENT CO	E	9/23/2009			999999		448.18

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	9/23/2009			999999		355.55
4624	COVERT ELECTRIC MACHINERY, INC	E	9/23/2009			999999		466.65
4766	ACCURATE ENVIRONMENTAL	E	9/23/2009			999999		421.53
4970	ERIC VANCE	E	9/23/2009			999999		1,111.00
5275	US LIME COMPANY-ST CLAIR	E	9/23/2009			999999		3,123.90
5295	SPRINGFIELD BLUEPRINT	E	9/23/2009			999999		116.88
5340	COMMERCE BANK TRUST	E	9/28/2009			999999		26,529.49
5364	MOST DEPENDABLE FOUNTAINS INC	E	9/23/2009			999999		99.00
5474	THE UPS STORE	E	9/23/2009			999999		103.11
5552	NATIONAL SIGN CO INC	E	9/23/2009			999999		1,328.90
5635	LASER EQUIPMENT INC	E	9/23/2009			999999		2,876.97
5855	SHRED-IT USA INC	E	9/23/2009			999999		129.20
5904	TASC	D	9/21/2009			999999		6,420.45
5904	TASC	D	10/05/2009			999999		6,345.45
6096	FRYE FAMILY ENT LP	E	9/23/2009			999999		1,300.00
6117	ALEXANDER OPEN SYSTEMS INC	E	9/23/2009			999999		112.50
6118	CHOICE TECHNOLOGY LLC	E	9/23/2009			999999		2,011.00
6137	KEYSTONE LABORATORIES INC	E	9/23/2009			999999		712.50
6139	BOB MARTIN	E	9/23/2009			999999		270.00
6175	HENRY C MENGHINI	E	9/23/2009			999999		505.30
6191	MARADETH FREDERICK	E	9/23/2009			999999		600.00
6203	SOUTHWEST PAPER CO INC	E	9/23/2009			999999		198.55

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE: 9/16/2009 THRU 10/05/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6253	DWAYNE O'BRIEN	E	9/23/2009			999999		4,010.16
6262	CLEAN THE UNIFORM COMPANY	E	9/23/2009			999999		381.56
6309	TAMMY FRYE	E	9/23/2009			999999		400.00
6315	STEPHEN J RANDTKE, PHD, PE	E	9/23/2009			999999		1,192.50

\* \* T O T A L S \* \*

	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	58	486,347.96	0.00	486,347.96
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	14	2,587,191.85	0.00	2,587,191.85
EFT:	108	143,753.29	0.00	143,753.29
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	NO	VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
	0	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: 80144	TOTALS:	180	3,217,293.10	0.00	3,217,293.10
BANK: 80144	TOTALS:		180	3,217,293.10	0.00	3,217,293.10

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	E	10/02/2009			999999		1,353.07
0128	MT CARMEL MEDICAL CENTER	E	9/16/2009			999999		75.00
0140	A&M RENTALS	E	10/05/2009			999999		600.00
0253	TAMARA N NAGEL	E	9/22/2009			999999		80.30
0297	PETTY CASH FUND	E	10/02/2009			999999		1,370.44
0577	KANSAS GAS SERVICE	E	9/17/2009			999999		65.57
0779	PITTSBURG COMMUNITY THEATRE	E	9/16/2009			999999		2,713.53
0779	PITTSBURG COMMUNITY THEATRE	E	9/17/2009			999999		1,950.00
0779	PITTSBURG COMMUNITY THEATRE	E	9/18/2009			999999		1,597.33
0866	AVFUEL CORPORATION	E	9/16/2009			999999		17,954.66
0866	AVFUEL CORPORATION	E	9/22/2009			999999		309.46
0866	AVFUEL CORPORATION	E	9/25/2009			999999		35.00
0866	AVFUEL CORPORATION	E	10/05/2009			999999		17,762.39
1074	NICHOLS & WOLFE CHARTERED	E	9/25/2009			999999		10,279.55
1688	DORA WARE	E	10/05/2009			999999		425.00
1874	HIGHLAND MEADOWS OF KS	E	10/05/2009			999999		249.00
2223	PITNEY BOWES	E	9/18/2009			999999		810.00
2542	CHARLES YOST	E	10/05/2009			999999		375.00
2733	JASON HUFFMAN	E	9/17/2009			999999		40.01
2733	JASON HUFFMAN	E	9/23/2009			999999		152.18
3079	COMMERCE BANK	E	10/01/2009			999999		14,618.14
3435	PURCHASE POWER (POLICE METER)	E	9/29/2009			999999		268.99

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: EFT MANUAL EFTS  
 DATE RANGE: 9/16/2009 THRU 10/05/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3668	MID AMERICA PROPERTIES OF PITT	E	10/05/2009			999999		400.00
3884	MARK D. TURNBULL	E	9/30/2009			999999		30.18
4013	KNIGHTS OF COLUMBUS TOWERS	E	10/05/2009			999999		401.00
4957	BOB GILMORE	E	9/23/2009			999999		60.00
5407	PITTSBURG APARTMENTS LP	E	10/05/2009			999999		830.00
5534	SYCAMORE VILLAGE APARTMENTS	E	10/05/2009			999999		1,414.00
5609	RON WHITE	E	9/24/2009			999999		248.50
5689	CONNIE ETZKIN	E	9/16/2009			999999		19.26
5689	CONNIE ETZKIN	E	10/01/2009			999999		191.95
5892	LAFORGE AND BUDD CONSTRUCTION	E	9/29/2009			999999		737.57
5994	SEKC HUMAN RESOURCE ASSOCIATIO	E	10/05/2009			999999		20.00
6067	BANC OF AMERICA PUBLIC CAPITAL	E	9/25/2009			999999		82,334.17
6298	KEVAN L SCHUPBACH	E	10/05/2009			999999		550.00
6344	MICHAEL PAASCH	E	9/23/2009			999999		346.50

* * 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:	36	160,667.75	0.00	160,667.75
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: EFT	TOTALS:	36	160,667.75	0.00	160,667.75
BANK: EFT	TOTALS:		36	160,667.75	0.00	160,667.75

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP M&amp;I Bank - HAP

DATE RANGE: 9/16/2009 THRU 10/05/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6155	HOUSING AUTHORITY OF DEKALB CO	R	10/01/2009			160702		1,537.60
6337	JASPER COUNTY PHA	R	10/01/2009			160703		414.88
6168	K AND B RENTALS LLC	R	10/01/2009			160704		241.00
6266	KENNETH JOSEPH BRADY	R	10/01/2009			160705		269.00
0266	JOHN S KUTZ	R	10/01/2009			160706		611.00
1601	GRAIG MOORE	R	10/01/2009			160707		236.00
3406	JON SCHWENKER	R	10/01/2009			160708		234.00
6265	THERENCE STEELE	R	10/01/2009			160709		236.00
4636	WESTAR ENERGY, INC. (HAP)	R	10/01/2009			160710		783.00
0140	A&M RENTALS	E	10/02/2009			999999		1,542.00
0372	CONNER REALTY	E	10/02/2009			999999		1,546.00
0855	CHARLES HOSMAN	E	10/02/2009			999999		225.00
0969	SEK-CAP INC	E	10/02/2009			999999		24.00
1008	BENJAMIN M BEASLEY	E	10/02/2009			999999		650.00
1231	JOHN LOVELL	E	10/02/2009			999999		53.00
1421	SMITH RENTALS	E	10/02/2009			999999		254.00
1454	BETTY J WILSON	E	10/02/2009			999999		234.00
1542	LARRY SHANKS	E	10/02/2009			999999		922.00
1603	GARY SAKER	E	10/02/2009			999999		550.00
1609	PHILLIP H O'MALLEY	E	10/02/2009			999999		2,123.00
1638	VERNON W PEARSON	E	10/02/2009			999999		1,404.00
1649	HAROLD O'MALLEY	E	10/02/2009			999999		344.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: HAP M&I Bank - HAP  
DATE RANGE: 9/16/2009 THRU 10/05/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1688	DORA WARE	E	10/02/2009			999999		520.00
1982	KENNETH STOTTS	E	10/02/2009			999999		3,036.00
1985	RICK A MOORE	E	10/02/2009			999999		732.00
2050	ACTON DEVELOPMENT	E	10/02/2009			999999		348.00
2256	TODD MERANDO	E	10/02/2009			999999		348.00
2304	DENNIS HELMS	E	10/02/2009			999999		157.00
2339	CHRIS WINDSOR	E	10/02/2009			999999		162.00
2348	MARY D VANLEEUWEN	E	10/02/2009			999999		307.00
2398	WILLIAM E SAMSON	E	10/02/2009			999999		556.00
2542	CHARLES YOST	E	10/02/2009			999999		1,712.00
2624	JAMES ZIMMERMAN	E	10/02/2009			999999		2,240.00
2718	KENNETH B DUTTON	E	10/02/2009			999999		817.00
2771	MICHELLE PRYOR	E	10/02/2009			999999		132.00
2850	VENITA STOTTS	E	10/02/2009			999999		156.00
2913	KENNETH N STOTTS JR	E	10/02/2009			999999		556.00
3002	BARBARA MINGORI	E	10/02/2009			999999		200.00
3067	STEVE BITNER	E	10/02/2009			999999		4,215.00
3082	JOHN R JONES	E	10/02/2009			999999		862.00
3114	PATRICIA BURLESON	E	10/02/2009			999999		942.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	10/02/2009			999999		1,095.00
3158	BETTY L. FARRIS	E	10/02/2009			999999		311.00
3162	THOMAS A YOAKAM	E	10/02/2009			999999		645.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: HAP M&I Bank - HAP  
DATE RANGE: 9/16/2009 THRU 10/05/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3187	DEAN POWELL	E	10/02/2009			999999		324.00
3193	WILLIAM CROZIER	E	10/02/2009			999999		152.00
3215	REA RAE DONNA RHODES	E	10/02/2009			999999		88.00
3218	CHERYL L BROOKS	E	10/02/2009			999999		767.00
3241	CHARLES F SIMPSON	E	10/02/2009			999999		640.00
3252	LINDA S LLOYD	E	10/02/2009			999999		204.00
3272	DUNCAN HOUSING LLC	E	10/02/2009			999999		1,799.00
3273	RICHARD F THENIKL	E	10/02/2009			999999		933.00
3317	PHIL MARTIN	E	10/02/2009			999999		371.00
3520	DON T. BUCHE	E	10/02/2009			999999		311.00
3593	REMINGTON SQUARE	E	10/02/2009			999999		9,773.00
3668	MID AMERICA PROPERTIES OF PITT	E	10/02/2009			999999		4,169.00
3708	GILMORE BROTHERS RENTALS	E	10/02/2009			999999		109.00
3724	YVONNE L. ZORNES	E	10/02/2009			999999		586.00
3746	JAROLD BONBRAKE	E	10/02/2009			999999		478.00
3821	JAMES T BLANCHO	E	10/02/2009			999999		198.00
3929	MDI LIMITED PARTNERSHIP #49	E	10/02/2009			999999		5,559.00
3945	KEITH E. HARRIS	E	10/02/2009			999999		196.00
3978	TBSW HOLDINGS, LLC	E	10/02/2009			999999		198.00
4154	JOSEPH L. BOURNONVILLE	E	10/02/2009			999999		412.00
4218	MEADOWLARK TOWNHOUSES	E	10/02/2009			999999		1,925.00
4308	KENNETH BATEMAN	E	10/02/2009			999999		596.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP M&amp;I Bank - HAP

DATE RANGE: 9/16/2009 THRU 10/05/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4388	RLP REAL ESTATE LLC	E	10/02/2009			999999		213.00
4492	PITTSBURG APARTMENTS	E	10/02/2009			999999		4,311.00
4546	C & M PROPERTIES LLC	E	10/02/2009			999999		50.00
4550	JIM RUSSELL	E	10/02/2009			999999		391.00
4564	TERRY L SIMPSON	E	10/02/2009			999999		266.00
4612	LORNA GRIFFIN	E	10/02/2009			999999		385.00
4637	OPAL M .WALKER	E	10/02/2009			999999		382.00
4752	S & N MANAGEMENT, LLC	E	10/02/2009			999999		367.00
4928	PITTSBURG STATE UNIVERSITY	E	10/02/2009			999999		870.00
5035	ZACK QUIER	E	10/02/2009			999999		525.00
5036	TRACY STAHL	E	10/02/2009			999999		540.00
5356	MICHAEL SIMMONS	E	10/02/2009			999999		412.00
5393	CARLOS ANGELES	E	10/02/2009			999999		416.00
5411	HERMAN A KUPLIN	E	10/02/2009			999999		383.00
5541	SANDRA GEIER	E	10/02/2009			999999		154.00
5549	DELBERT BAIR	E	10/02/2009			999999		290.00
5583	ROBERT L NANKIVELL SR	E	10/02/2009			999999		85.00
5614	JAMES DAVID VAUGHN	E	10/02/2009			999999		550.00
5653	PEGGY HUNT	E	10/02/2009			999999		193.00
5656	EARL HARTMAN	E	10/02/2009			999999		1,113.00
5660	HERBERT WARING	E	10/02/2009			999999		393.00
5676	BARBARA TODD	E	10/02/2009			999999		254.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP M&amp;I Bank - HAP

DATE RANGE: 9/16/2009 THRU 10/05/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5716	CHARLES T IMEL	E	10/02/2009			999999		400.00
5748	COZY LIVING PROPERTIES INC	E	10/02/2009			999999		230.00
5806	GARY M WILKINSON	E	10/02/2009			999999		231.00
5817	JAMA ENTERPRISES LLP	E	10/02/2009			999999		400.00
5822	JOE FENSKE	E	10/02/2009			999999		371.00
5825	DEAN DAVIED	E	10/02/2009			999999		225.00
5829	LORN BURDICK	E	10/02/2009			999999		491.00
5831	DOUGLAS R BARTO	E	10/02/2009			999999		262.00
5833	GERRY DENNETT	E	10/02/2009			999999		490.00
5854	ANTHONY A SNYDER	E	10/02/2009			999999		289.00
5870	ANTHONY E SIMONCIC	E	10/02/2009			999999		372.00
5875	BRIAN WARE	E	10/02/2009			999999		525.00
5885	CHARLES T GRAVER	E	10/02/2009			999999		394.00
5896	HORIZON INVESTMENTS GROUP INC	E	10/02/2009			999999		111.00
5897	NIESE WOODY-FAIR	E	10/02/2009			999999		847.00
5906	JOHN HINRICHS	E	10/02/2009			999999		223.00
5939	EDNA R TRENT	E	10/02/2009			999999		444.00
5957	PASTEUR PROPERTIES LLC	E	10/02/2009			999999		1,401.00
5975	RAY PEAK	E	10/02/2009			999999		432.00
6002	SALLY THRELFALL	E	10/02/2009			999999		300.00
6032	TIM J. RIDGWAY	E	10/02/2009			999999		1,025.00
6043	BRENDA CAVIN	E	10/02/2009			999999		520.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP M&amp;I Bank - HAP

DATE RANGE: 9/16/2009 THRU 10/05/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6062	MARC D SCHROEDER	E	10/02/2009			999999		354.00
6068	MICHAEL CREEL	E	10/02/2009			999999		242.00
6073	REBECCA FOSTER	E	10/02/2009			999999		1,001.00
6090	RANDAL BENNEFELD	E	10/02/2009			999999		530.00
6092	MINGORI LLC	E	10/02/2009			999999		172.00
6101	KENNETH D GIEFER	E	10/02/2009			999999		255.00
6108	TILDEN BURNS	E	10/02/2009			999999		263.00
6121	LEE SPONSEL	E	10/02/2009			999999		428.00
6138	CHARLES R GILMORE TRUST	E	10/02/2009			999999		68.00
6140	WANDA PERKINS	E	10/02/2009			999999		157.00
6150	JAMES L COX	E	10/02/2009			999999		410.00
6161	SJM INTERESTS INC	E	10/02/2009			999999		435.00
6172	ANDREW A WACHTER	E	10/02/2009			999999		854.00
6186	TROY ROSENSTIEL	E	10/02/2009			999999		536.00
6227	ANGELA BOLLINGER	E	10/02/2009			999999		357.00
6284	FRED TWEET	E	10/02/2009			999999		287.00
6294	RONALD E WUERDEMAN	E	10/02/2009			999999		308.00
6298	KEVAN L SCHUPBACH	E	10/02/2009			999999		3,699.20
6300	MARTY STAHL	E	10/02/2009			999999		234.00
6306	BALKANS DEVELOPMENT LLC	E	10/02/2009			999999		97.00
6314	PARKVIEW HOUSING	E	10/02/2009			999999		303.00
6317	RONALD L EMERSON	E	10/02/2009			999999		177.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: HAP M&I Bank - HAP  
DATE RANGE: 9/16/2009 THRU 10/05/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6333	JANA DALRYMPLE	E	10/02/2009			999999		850.00

\* \* T O T A L S \* \*

	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	9	4,562.48	0.00	4,562.48
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	124	94,251.20	0.00	94,251.20
NON CHECKS:	0	0.00	0.00	0.00

	VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	0	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: HAP	TOTALS:	133	98,813.68	0.00	98,813.68
BANK: HAP	TOTALS:		133	98,813.68	0.00	98,813.68

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: PY PAYROLL PAYABLES  
 DATE RANGE: 9/16/2009 THRU 10/05/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0094	M&I BANK	D	9/18/2009			000000		83,814.62
0094	M&I BANK	D	10/02/2009			000000		70,477.25
0321	KP&F	D	9/18/2009			000000		37,203.76
0321	KP&F	D	10/02/2009			000000		28,300.25
0728	ICMA	D	9/18/2009			000000		6,699.17
0728	ICMA	D	10/02/2009			000000		6,479.17
1050	KPERS	D	9/18/2009			000000		19,211.98
1050	KPERS	D	10/02/2009			000000		19,341.44
0349	UNITED WAY OF CRAWFORD COUNTY	R	9/18/2009			160637		37.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	9/18/2009			160638		347.74
2228	KANSAS PAYMENT CENTER	R	9/18/2009			160639		1,032.97
2577	OK CENTRALIZED SUPPORT RE	R	9/18/2009			160640		130.97
4252	GENERAL REVENUE CORPORATION	R	9/18/2009			160641		209.04
0349	UNITED WAY OF CRAWFORD COUNTY	R	10/02/2009			160697		37.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	10/02/2009			160698		347.73
2228	KANSAS PAYMENT CENTER	R	10/02/2009			160699		1,032.97
2577	OK CENTRALIZED SUPPORT RE	R	10/02/2009			160700		130.97
4252	GENERAL REVENUE CORPORATION	R	10/02/2009			160701		209.04
0028	PAYROLL CLEARING	E	9/18/2009			999999		69,329.56
0028	PAYROLL CLEARING	E	10/02/2009			999999		68,193.42

VENDOR SET: 99 City of Pittsburg, KS  
BANK: PY PAYROLL PAYABLES  
DATE RANGE: 9/16/2009 THRU 10/05/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	CHECK DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
	REGULAR CHECKS:	10		3,515.43	0.00			3,515.43
	HAND CHECKS:	0		0.00	0.00			0.00
	DRAFTS:	8		271,527.64	0.00			271,527.64
	EFT:	2		137,522.98	0.00			137,522.98
	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: PY	TOTAL	20	412,566.05	0.00			412,566.05
BANK: PY	TOTALS:		20	412,566.05	0.00			412,566.05
REPORT TOTALS:			375	3,889,340.58	0.00			3,889,340.58

Passed and approved this 13<sup>th</sup> day of October, 2009.

---

Rudy Draper, Mayor

ATTEST:

---

Tammy Nagel, City Clerk



## Interoffice Memorandum

TO: John Van Gorden  
FROM: Mark Turnbull  
DATE: October 6, 2009  
SUBJECT: City Commission Agenda Item  
Pierre Monsour 113, 115 & 117 East 6<sup>th</sup> Street

---

The Downtown Façade Improvement Committee met via internet to consider applications for the Phase II Program submitted by, Pierre Monsour 113-117 East 6<sup>th</sup> Street. Mr. Monsour owns Digital One Networks Front footage of the business measured at 82 feet. A maximum allowable grant amount of \$8,200.00 would be available using the approved formula of \$100.00 per front foot. Mr. Monsour has requested \$8,200.00 to match a total project cost of \$50,000.00 to install an awning, replace the street side first floor windows, tuck point, install signage, replace roof and refinish interior walls.

Recommendation: Committee recommends funding with conditions; the owner completes all work as presented in the application, meets or increases financial contribution toward facility upgrade matching costs, received approval for historic preservation and passes fire re-inspection.

(Published in The Morning Sun on \_\_\_\_\_, 2009)

**ORDINANCE NO. S-981**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF PITTSBURG, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.**

**WHEREAS**, the Federal Water Quality Act of 1987 (the "Federal Act") established revolving fund program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

**WHEREAS**, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

**WHEREAS**, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

**WHEREAS**, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

**WHEREAS**, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Pledge Agreement (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects (the "Projects") and to pledge the Loan Repayments (as defined in the Pledge Agreement) received pursuant to such Loan Agreements to the Authority; and

**WHEREAS**, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

**WHEREAS**, the City of Pittsburg, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a wastewater collection and treatment system (the "System"); and

**WHEREAS**, the System is a public Wastewater Treatment Works, as said term is defined in the Loan Act; and

**WHEREAS**, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

Rehabilitation of existing Southeast pump station by replacing aging equipment with new equipment and providing a new generator; replace the existing pumps with three new pumps equipped with variable frequency drives (VFDs). Purchase closed circuit TV equipment to inspect sewers for inflow/infiltration (I/I), purchase equipment for use by city staff to perform minor repairs to public sewer lines and private sewer lines (the "Project"); and

**WHEREAS**, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-16-110 to 28-16-138 (the "Regulations") applicable thereto necessary to qualify for the loan; and

**WHEREAS**, the Municipality has been selected to receive funding from the American Recovery and Reinvestment Act (ARRA), including principal forgiveness for the green components of the project design; and

**WHEREAS**, KDHE has informed the Municipality that it has been approved for a loan in amount of not to exceed One Million Three Hundred Forty Seven Thousand Nine Hundred Dollars [\$1,347,900] (the "Loan") in order to finance the Project; and

**WHEREAS**, the principal forgiveness amount is 50% of the construction and design cost of the green components of the project design as presented in the Loan Agreement; and

**WHEREAS**, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

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

**Section 1. Authorization of Loan Agreement.** The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of September 17, 2009, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

**Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan.** Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

**Section 3. Further Authority.** The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 4. Governing Law.** The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

**Section 5. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

**PASSED** by the Governing Body of the City on \_\_\_\_\_, 2009, and signed by the Mayor.

\_\_\_\_\_  
Mayor – Rudy Draper

ATTEST:

\_\_\_\_\_  
City Clerk – Tammy Nagel

(SEAL)

APPROVED AS TO FORM ONLY.

\_\_\_\_\_  
City Attorney – Henry C. Menghini



## Interoffice Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

**FROM:** TODD KENNEMER  
Assistant Director of Public Works

**DATE:** October 5, 2009

**SUBJECT:** Agenda Item – October 13, 2009  
Recommendation of the Planning and Zoning Commission  
Request to Rezone 1308 South Rouse from R-1A Single Family  
Residential to CP-2 Planned General Commercial

---

This case was originally scheduled for the September 8<sup>th</sup> City Commission meeting but was tabled at the applicant's request to the meeting of October 13<sup>th</sup>. This request was based on the fact there were legal questions regarding the current zoning of the property and legal processes. On September 11<sup>th</sup>, public information was provided to the applicant per his request. As of today's date (October 5<sup>th</sup>), no contact has been made with the City by the applicant's attorney.

Below is the case summary originally sent for the September 8<sup>th</sup> City Commission meeting.

The Planning and Zoning Commission, in its meeting of August 24, 2009, considered a request submitted by Charles M. Heckert, President of Heckert Construction Co., Inc., on behalf of Westbrook Development, LLC to rezone 1308 South Rouse from R-1A Single Family Residential to CP-2 Planned General Commercial. This 6½ acre tract of land is located at the southwest corner of Quincy and Rouse. It is currently occupied by a single family residential structure and an accessory building and has been vacant for some time. The owner is requesting to rezone the entire 6½ acres to CP-2 Planned General Commercial and split off a little over one acre in the southeast corner to allow for the construction of a Dollar General Store.

There were a number of persons present at the meeting that expressed opposition to the request. The stated concerns were that the surrounding properties supported mostly single family dwellings and that commercial would not fit in with the existing use of the neighborhood, possibility of increased traffic in the area, and devaluation of property.

**MEMO TO: JOHN D. VANGORDEN**  
**OCTOBER 5, 2009**  
**PAGE TWO**

After reviewing all the evidence presented, the Planning and Zoning Commission voted 7 to 1 to recommend to the Governing Body **disapproval** of this requested based on the following findings:

1. The character of the neighborhood.

The subject property is located at the intersection of two section-line arterial streets. Single-Family Residential on the east side of Rouse. Sparse residential development (single-family & multi-family) on the north side of Quincy. There is a church located to the south. This property and the church property on the south are bounded on the west by a railroad right-of-way 120' in width. West of the railroad is vacant property and another church.

2. The Zoning and uses of property nearby.

The east side of Rouse is zoned R-1A and used as Single-Family Residential.

The north side of Quincy is zoned RP-3 Multi-Family Residential. There is a single-family structure located at the NW corner of the intersection with duplexes and 4-plexes located north and west of it.

Property to the west is zoned R-1A and is vacant. It is separated from the subject property by a railroad right-of-way.

Property to the south is zoned R-1A and is occupied by a church.

3. The suitability of the subject property for the uses to which is has been restricted.

The subject property could be developed as residential. A sample plat is attached (See Attachment "A" at the end of this summary). If left (and developed) as single-family residential, it would be best to have larger lots to help mitigate against the negative impacts of lots abutting an active railroad, rear lot lines abutting arterial streets, and the need for additional right-of-way when Quincy is widened. If developed as residential, access to the individual lots will not be allowed from Rouse or Quincy; access must be from a newly created interior residential street.

According to the current Comprehensive Plan, Quincy is currently a collector street scheduled to be reclassified as an arterial street and widened to 4 lanes due to increased traffic. It is on the Capital Improvements Plan to be widened in 2013.

**MEMO TO: JOHN D. VANGORDEN**  
**OCTOBER 5, 2009**  
**PAGE THREE**

The subject property is becoming less and less suitable or desirable for single-family residential; and more and more suitable for multi-family or commercial use.

4. The length of time the property has remained vacant as zoned.

Although there is an existing house at its NE corner, the property is mostly vacant. Aerial photo from 1956 shows the house in existence at that time.

5. The extent to which removal of the restrictions (to rezone to a less restrictive classification) will detrimentally affect nearby property.

Staff has discussed this change of zoning request at length and there are differing interpretations on the effects a zoning change would have on nearby properties.

One interpretation is that the change would make the existing residential properties in the area less desirable thereby lowering their value should the owner decide to sell.

The other interpretation is that if this property is changed to Commercial, the surrounding properties fronting Rouse or Quincy could also change to commercial zoning thereby increasing their value.

**QUESTIONS TO ASK YOURSELF -**

If you are looking to buy a home would you buy one that is next to or facing a commercial establishment?

Would you buy one on a 4-lane arterial street with steadily increasing traffic?

If the existing residential uses become less desirable, is there any detrimental effect if the property value continues to increase with each notice from the assessor's office?

6. The relative gain to the public health, safety and welfare (HSW) by the destruction of the value of the property being considered for rezoning as compared to the hardship imposed upon the individual landowner, which may occur if favorable consideration is not given to the request.

There will be no destruction of value of the subject property if the zoning is not approved. Changing the zoning to CP-2 will enhance the value and usefulness of this property.

**MEMO TO: JOHN D. VANGORDEN**  
**OCTOBER 5, 2009**  
**PAGE FOUR**

Traffic on both Rouse and Quincy has steadily increased even as this property sits idle. Attachment "B" is traffic counts at this intersection since 1995. Expanding commercial development to the south and the expanding PSU campus are contributing to the increased traffic (PSU Tech Center, Names & Numbers, Polymer Research Center, Crimson Village Apartments to name a few) and to the increased value of all properties in this area of the Rouse Street corridor...so no hardship will be imposed on the individual landowner.

This corner is in the path of development and is beginning to receive development pressure. As Rouse Street is in the process of commercializing, and Quincy is in the process of converting from a collector street to an arterial, properties fronting on arterial streets (especially at the intersection of two arterial streets) will become more valuable as commercial or multi-family property and less desirable for single family use.

The City of Pittsburg could create a self-imposed hardship on itself if it does not consider the long-term best use for this intersection.

Since this property is lying in the path of growth, it is "ripening" for development. It could sit vacant and still increase in value. Once Quincy is widened, the property will be without a doubt "ripe" for development and even more valuable...again, no hardship imposed.

7. Recommendation of professional staff.

Staff has discussed this request at length and there are differing interpretations and recommendations. Listed below are valid reasons to consider for approval and valid reasons to consider for denial.

Reasons for Approval

1. At the intersection of two arterials.
2. Will increase surrounding property values.
3. Traffic steadily increasing already.
4. Lies in the path of growth.
5. Land is no longer appropriate for residential development; area is commercializing.
6. Good planning to locate commercial on arterial and next to multi-family residential zoning.
7. When it's "to close to call", best to give benefit of the doubt to applicant.

**MEMO TO: JOHN D. VANGORDEN**  
**OCTOBER 5, 2009**  
**PAGE FIVE**

Reasons for Denial

1. *Best to wait until Quincy is widened.*
  2. *Will decrease surrounding property values.*
  3. *Will increase traffic.*
  4. *Not ready for development more intense than residential.*
  5. *Land could be developed as residential.*
  6. *Could be spot-zoning, property is surrounded by residential zoning.*
  7. *When it's "to close to call", best to go the conservative route and deny.*
8. The conformance of the requested change to the Comprehensive Plan.

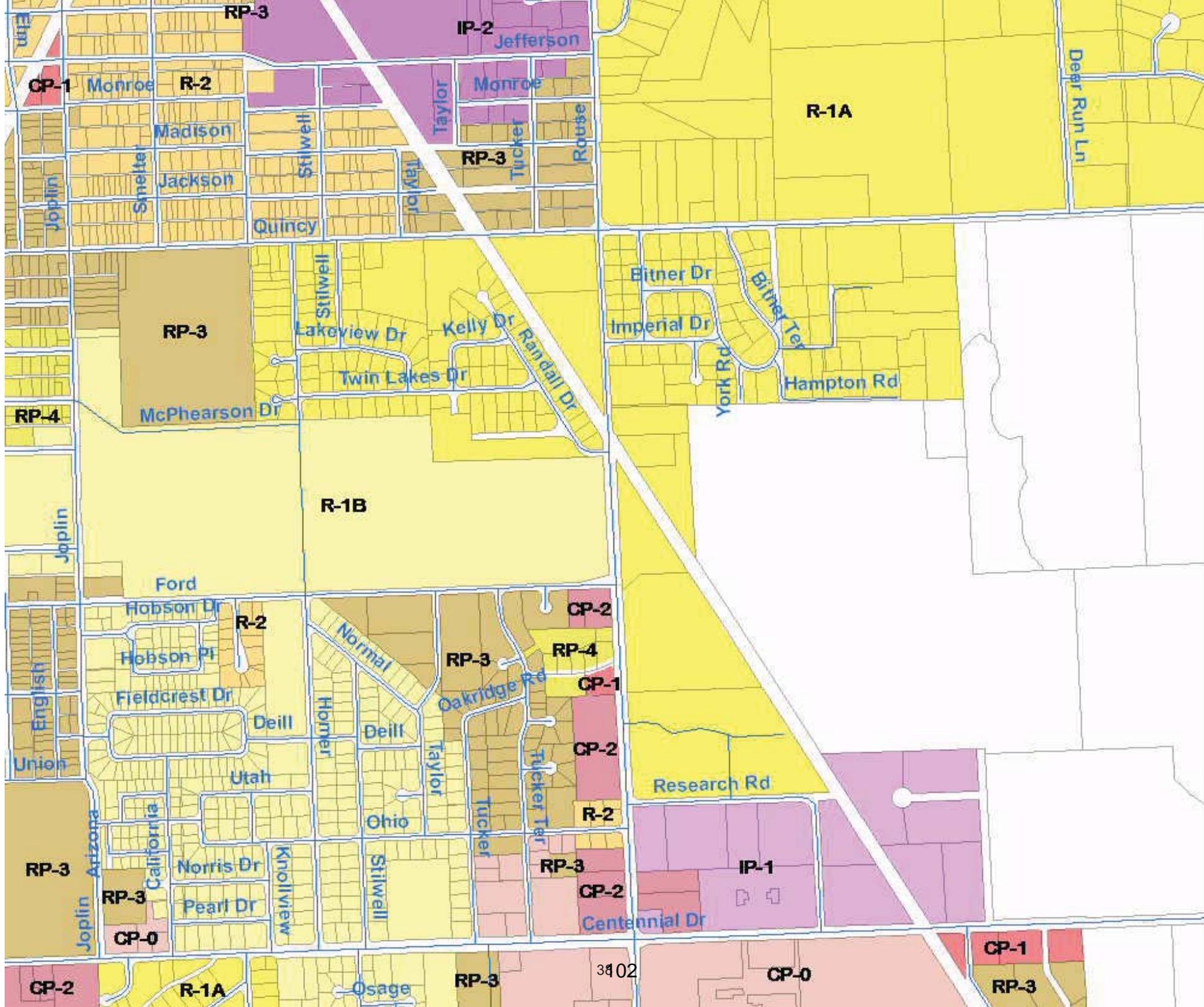
The current Comprehensive Plan does not address future use of this property; it only shows the current use of subject property as vacant. The previous Comprehensive Plan shows the future land use of this intersection to be multi-family or commercial, except the SE corner of the intersection, which is already developed as single-family residential.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 13, 2009. Action necessary will be for the Governing Body to consider the recommendation of the Planning and Zoning Commission and, if they are in agreement with the recommendation as provided, disapprove the request. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a 2/3 majority, may override the recommendation or may return the recommendation to the Planning and Zoning Commission for further consideration. A return of the recommendation must be accompanied with a statement specifying the basis for the Governing Body's returning the recommendation.

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

Attachment: Map

cc: Tammy Nagel, City Clerk  
Planning and Zoning Commission File  
Memo File



MONROE AVE

MADISON AVE

TAYLOR

TUCKER AVE

PROPOSED REZONING FROM R-1A TO CP-2

QUINCY AVENUE

KELLY DRIVE

RANDALL DRIVE

W DRIVE

AKES DRIVE

IMPERIAL DRIVE

FRANKLIN ROAD

BITNER DRIVE

BITNER TERRACE

BITNER DRIVE

BITNER PLACE

YORK ROAD

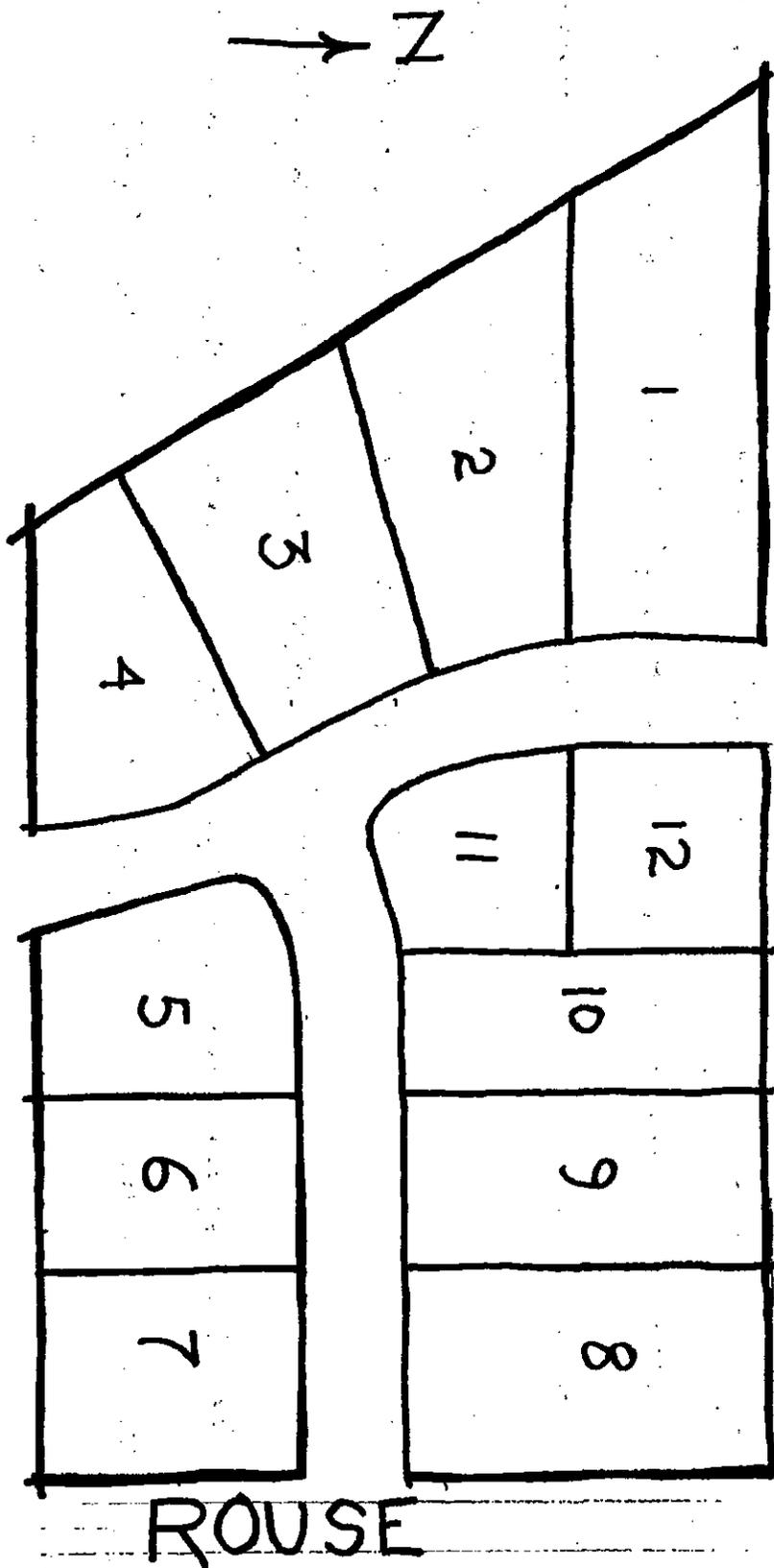
TWIN LAKES TERRACE

ROUSE AVE.

DR STREET

FORD CIR.

GE. CIR.



SAMPLE ONLY

ROUSE

"A"

## INCREASED TRAFFIC & LEVEL OF SERVICE

<u>YEAR</u>	<u>Rouse, S of 4th St</u>	<u>Rouse, N of Quincy</u>	<u>Rouse, S of Quincy</u>	<u>Rouse, N of Cent'nl</u>	<u>Quincy E of Rouse</u>	<u>Quincy, W of Rouse</u>
1995	7085	6155	3777		2005	
1998	7985	7225	3777	5780	2650	3190
2001	9830	7985	3777	7245	2400	3115
2004	10485	9770	3777	8000	3010	3400
2007	10255	9955	10100	11240	2665	4270
Increased traffic since 1995	3170	3800	3724	5460	660	1080
Increased traffic since 1995	45%	62%	58%	94%	33%	34%

6377	'95
7187	'98
8847	'01
9437	'04
10,100	'07



### LEVEL OF SERVICE (LOS) at intersections along Quincy from 2005 PEC Traffic Impact analysis

	<u>Q &amp; Bway</u>	<u>Q &amp; Joplin</u>	<u>Q &amp; Homer</u>	<u>Q &amp; Rouse</u>
Morning Peak LOS	A	B	B	B
Afternoon Peak LOS	A	C	B	B

**Level of Service (LOS)** of an intersection measures capacity and operating conditions and is directly related to vehicle delay. LOS ranges from the letters A to F. LOS A is very short delays; LOS F is very long delays. As a practical consideration LOS D is considered the limit of acceptable operation in an urban environment. LOS C is the desirable condition. LOS ratings are widely used to identify transportation problems.

**Arterial streets** are designed to carry from 10,000 to 25,000 vehicles per day. Residential development should be discouraged from abutting on these streets. Commercial property can have direct access.

*"Practice of Local Government Planning - Urban Transportation" pg. 221*

"B"