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Approval of the Appropriation Ordinance for the period ending May 10, 2011, subject to the release of HUD expenditures when funds are received.

CHECK LIST 41

PUBLIC HEARING - The City of Pittsburg advertised for Public Hearing, Tuesday, May 10, 2011, at the City Commission Meeting commencing at 5:30 p.m. for the purpose of vacating the Western 12 feet of the North Smelter Street right-of-way, from 5th Street to 6th Street, adjoining Lots 1 thru 6, Block 9, Pittsburg Town Company 2nd Addition to the City of Pittsburg, Crawford County, Kansas. (Request of VanBecelaere Machine Shop).

 VanBecelaere Smelter Vacation PZC Recommendation 60

 VanBecelaere Smelter Vacation Map. 62

CONDITIONAL USE PERMIT - The Planning and Zoning Commission, in its meeting of April 25, 2011, voted unanimously to recommend to the Governing Body approval of a request submitted by Westar Energy for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow for the addition of an electrical transmission substation at the existing Westar Energy facilities located at 1900 S. Olive.

 Westar PZC Recommendation 63

RESOLUTION NO. 1111 - Approval of Resolution No. 1111 declaring the eligibility of the City of Pittsburg to submit an application to the Kansas Department of Transportation for use of Safe Routes to Schools funds set forth by SAFETEA-LU for the Pittsburg Safe Routes to Schools project in Pittsburg USD 250 and authorizing the Mayor to sign the application.

 Safe Routes to Schools Memo 65

 1111 - Support for Safe Routes to Schools 67

ATKINSON ROAD IMPROVEMENTS PROJECT - Staff is requesting authorization to enter into an agreement with the Secretary of Transportation to participate in funding a bridge and road improvements project on Atkinson Road over Cow Creek based on an 80% State/20% Local grant.

 Atkinson KDOT Agreement Memo 69

 Atkinson Road Bridge KDOT Agreement 70

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 10, 2011
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Jim Akins of the First United Methodist Church
- b. Flag Salute Led by the Mayor
- c. Proclamation - Stamp Out Hunger - Received by Jeremy Kellogg
- d. Proclamation - John Lair Day
- e. Public Input

CONSENT AGENDA:

- a. Approval of the minutes of the April 26, 2011, City Commission meeting.
- b. Review and approve the Sales Contract with Jones Realty for the sale of property located at 18th and Locust for the amount of \$74,900, and authorize the Mayor to sign the contract on behalf of the City.
- c. Approval of staff request to enter into a contract with the Spencers Theatre of Illusion to perform on Friday, April 13, 2012, at Memorial Auditorium and Convention Center.
- d. Approval of an agreement between the City and National Screening Bureau to conduct background screenings on new hires at the cost of \$25 per screen, and authorize the Mayor to sign the agreement on behalf of the City.
- e. Approval of staff recommendation to award the bid for the sale of the Northrop Wilcox Non-Directional Beacon and Northrop Wilcox NBD Monitor Receiver located at the Atkinson Municipal Airport to George Ward, of Severy, Kansas, for a total amount of \$100.
- f. Approval of staff request to pursue the purchase of 46 Glock Pistols to replace current pistols issued to officers, and if approved, waive the City's formal bid policy to allow the purchase of the pistols from the appointed law enforcement wholesale dealer for Kansas.
- g. Approval of staff request to pursue a Federal COPS grant application as part of the COPS Rehiring Program for unfunded positions, and if approved, authorize Interim City Manager John VanGorden to sign the application as Chief Executive Officer on behalf of the City of Pittsburg.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 10, 2011
5:30 PM

- h. Approval of the Appropriation Ordinance for the period ending May 10, 2011, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

PUBLIC HEARING:

- a. **PUBLIC HEARING** - The City of Pittsburg advertised for Public Hearing, Tuesday, May 10, 2011, at the City Commission Meeting commencing at 5:30 p.m. for the purpose of vacating the Western 12 feet of the North Smelter Street right-of-way, from 5th Street to 6th Street, adjoining Lots 1 thru 6, Block 9, Pittsburg Town Company 2nd Addition to the City of Pittsburg, Crawford County, Kansas. (Request of VanBecelaere Machine Shop). **Following Public Hearing, consider request and, if approved, direct the preparation of the necessary Order.**

SPECIAL PRESENTATIONS:

- a. **SALES TAX STREET IMPROVEMENTS** - Receive an update on the sales tax street improvements projects. **Receive for file.**

CONSIDER THE FOLLOWING:

- a. **CONDITIONAL USE PERMIT** - The Planning and Zoning Commission, in its meeting of April 25, 2011, voted unanimously to recommend to the Governing Body approval of a request submitted by Westar Energy for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow for the addition of an electrical transmission substation at the existing Westar Energy facilities located at 1900 S. Olive. **Approve or disapprove the recommendation. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a simple majority, may deny the request or send it back to the Planning and Zoning Commission for further consideration.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 10, 2011
5:30 PM

- b. RESOLUTION NO. 1111 - Approval of Resolution No. 1111 declaring the eligibility of the City of Pittsburg to submit an application to the Kansas Department of Transportation for use of Safe Routes to Schools funds set forth by SAFETEA-LU for the Pittsburg Safe Routes to Schools project in Pittsburg USD 250 and authorizing the Mayor to sign the application. **Approve or disapprove Resolution No. 1111 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

- c. ATKINSON ROAD IMPROVEMENTS PROJECT - Staff is requesting authorization to enter into an agreement with the Secretary of Transportation to participate in funding a bridge and road improvements project on Atkinson Road over Cow Creek based on an 80% State/20% Local grant. **Approve or disapprove agreement and, if approved, authorize the Mayor and City Clerk to execute the agreement on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

Office of the Mayor
CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: The National Association of Letter Carriers for Pittsburg and Frontenac Local Branch 695, in conjunction with the United States Postal Service, will be participating in the 19th Annual National Association of Letter Carriers' Food Drive; and

Whereas: Twenty-five local postal carriers will be collecting non-perishable food items like canned soup, juice, pasta, vegetables, cereal and rice on Saturday, May 14th, 2011; and

Whereas: National sponsors this year include The United Way, Campbells, Valpak, the United States Postal Service, and America' Second Harvest; and

Whereas: Citizens can help by placing their food donations in their mailbox on May 8th, 2010, before their letter carrier arrives; and

Whereas: All food donations will be distributed locally through the Wesley House, Safehouse, the Salvation Army, and Christ Community Church to help families in need.

Now, Therefore, I, Marty Beezley, Mayor of the City of Pittsburg, Kansas, do hereby proclaim Saturday, May 14th, 2011, as

STAMP OUT HUNGER DAY IN PITTSBURG, KANSAS

and commend the National Association of Letter Carriers Local Branch 695 for their efforts to make our community a better place to live.

Dated this 10th day of May, 2011.

ATTEST:

CITY CLERK

MAYOR

Office of the Mayor
CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: John M. Lair is known for his dedication to individuals with intellectual disabilities; and

Whereas: John has been active in the Special Olympics program for seventeen years; and

Whereas: Last year alone, John volunteered in excess of eight hundred hours to the local Special Olympics program; and

Whereas: In recognition of his dedication, in 2004, John was named Special Olympics Volunteer of the Year, and in 2009, he received the *People Magazine* and Major League Baseball "All Stars Among Us" award; and

Whereas: Most recently, John has been selected to be the Assistant Sports Manager for Powerlifting for Team USA Special Olympics and will travel to Athens, Greece, for the 2011 World Special Olympics Games.

Now, Therefore, I, Marty Beezley, Mayor of the City of Pittsburg, Kansas, do hereby proclaim Tuesday, May 10th, 2011, as

JOHN M. LAIR DAY IN PITTSBURG

and congratulate John on his many achievements.

Dated this 10th day of May, 2011.

ATTEST:

CITY CLERK

MAYOR

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
April 26th, 2011

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, April 26th, 2011, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with President of the Board John Ketterman presiding and the following members present: Rudy Draper, Michael Gray and Patrick O'Bryan. Mayor Marty Beezley was absent.

Commissioner Patrick O'Bryan provided the invocation.

President of the Board Ketterman led the flag salute.

President of the Board Ketterman proclaimed April 29th, 2011, as Arbor Day in Pittsburg.

President of the Board Ketterman proclaimed the week of April 25th, 2011, as Anti-Bullying Awareness Week in Pittsburg.

PUBLIC INPUT – Gary Wilson addressed the Commission about the Itty Bitty City Project he has developed.

APPROVAL OF MINUTES – APRIL 12th, 2011 - On motion of Draper, seconded by Gray, the Governing Body approved the minutes of the April 12th, 2011, City Commission Meeting as submitted. Motion carried. Absent: Beezley.

DISPOSITION OF BIDS – READY MIX CEMENT/FLOWABLE FILL – On motion of Draper, seconded by Gray, the Governing Body approved staff recommendation to award the bid for the annual purchase of Ready Mix Cement/Flowable Fill to O'Brien Ready Mix, of Pittsburg, Kansas, based on their combined unit price bid of \$341.05 after consideration of the weighted local bid policy. Motion carried. Absent: Beezley.

FAÇADE GRANT – COLONIAL FOX THEATRE FOUNDATION – On motion of Draper, seconded by Gray, the Governing Body approved staff recommendation to approve a facade grant application submitted by the Colonial Fox Theatre Foundation, located 409 North Broadway, in the amount of \$7,500.00 for the east and west facades. Motion carried. Absent: Beezley.

KANSAS ARTS COMMISSION – OPERATIONAL SUPPORT GRANT APPLICATION – On motion of Draper, seconded by Gray, the Governing Body approved Memorial Auditorium & Convention Center staff request to apply for a 2011 Operational Support Grant from the Kansas Arts Commission. Motion carried. Absent: Beezley.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
April 26th, 2011

CEREAL MALT BEVERAGE LICENSE – On motion of Draper, seconded by Gray, the Governing Body approved the application submitted by Maria L. Alberto for a 2011 Cereal Malt Beverage for Super Mercado Yoselin located at 1402 South Broadway, and directed the City Clerk to issue the license. Motion carried. Absent: Beezley.

APPROPRIATION ORDINANCE – On motion of Draper, seconded by Gray, the Governing Body approved the Appropriation Ordinance for the period ending April 27th, 2011, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Draper, Gray, Ketterman, and O'Bryan. Motion carried. Absent: Beezley.

ADJOURNMENT: On motion of O'Bryan, seconded by Draper, the Governing Body adjourned the meeting at 5:42 p.m. Motion carried. Absent: Beezley.

John Ketterman, President of the Board

ATTEST:

Tammy Nagel, City Clerk

INTEROFFICE MEMORANDUM

To: JON VANGORDEN, JON GARRISON, TAMMY NAGEL
From: DEENA HALLACY
CC:
Date: MAY 3, 2011
Subject: *AGENDA ITEM: MAY 10, 2011*
SUBJECT: 18TH AND LOCUST PROPERTY

The City staff has discussed the possible opportunity to sell and develop the vacant lots at 18th and Locust with residential property. As of last year, Lincoln School stood on the site and housed the Family Resource Center. When the Family Resource Center obtained an adequate facility, Lincoln School was demolished and the property deeded to the City of Pittsburg.

In an effort to get the property sold, developed and back on the tax rolls, staff has asked Jones Realty to prepare a contract to list the property at the asking price of \$74,900. Staff is asking for the Commission's review and acceptance of the contract with Jones Realty to sell the property.

Please review and take that action deemed appropriate.

EXCLUSIVE RIGHT TO SELL CONTRACT

1 **THIS CONTRACT** is made between City of Pittsburg Kansas
2 (“SELLER”) and Jones Heritage, Realtors Brian K Jones (“BROKER”) for
3 the Property known as: 1700 N Locust Pittsburg KS
4 and legally described as below, or as described in the attached Legal Description Addendum: _____
5 Lots 49-54 and lots 73-78 KS & TX Coal Co. 2nd Addition
6

7 (the “Property”) is **EXCLUSIVE** for a period beginning 04/06/2011 and ending at 11:59 p.m.
8 on 08/31/2011 inclusive unless terminated by BROKER. The Property is offered for sale
9 for the Purchase Price of \$ 74,900.00 on terms agreeable to SELLER. **SELLER hereby**
10 **warrants to BROKER that this is the one and only Right to Sell Contract in effect regarding the**
11 **Property** and SELLER has the capacity to convey merchantable title to the Property. BROKER and
12 licensee(s) are licensed under the laws of the state in which the Property is located.
13

1. LISTING SERVICES. SELLER authorizes BROKER to:

14 (a) Cooperate and share the commission payable under this Contract with other brokers including
15 brokers who have been employed as Buyer agents, sub-agents, disclosed dual agents (**Missouri only**),
16 transaction brokers, or designated agents, subject, where applicable, to authorization as otherwise
17 provided in this Contract.
18

19 (b) Submit pertinent information, including virtual tours and images when applicable, concerning the
20 Property to any listing service to which BROKER subscribes and to abide by the rules of the listing
21 service.

22 (c) Provide to listing services for dissemination to others, including the county appraiser if required by
23 law, timely notice of status changes affecting the Property, sales information, including price, and other
24 information concerning the Property for use of the members of such services, to compile reliable
25 statistics, and to establish market value for other properties. Report sales information about the
26 Property, including the price at which the Property sold, to the MLS for dissemination to MLS
27 participants, subscribers, and other licensees or users of the MLS database compilation.

28 (d) Obtain information on SELLER’S mortgage(s) and/or home equity loan(s):

29 Loan #1 _____ held by _____,

30 Phone #: _____.

31 Loan #2 _____ held by _____,

32 Phone #: _____.

33 Loan #3 _____ held by _____,

34 Phone #: _____.

35 (e) Disseminate data about the Property and other information relating to the Property supplied by, or
36 on behalf of SELLER, including creative works depicting the Property, such as virtual tours, images, and
37 any textual descriptions of the Property (collectively referred to as “Content”), to MLS participants,
38 subscribers and other licensees or users of the MLS database compilation, or any other MLS in which
39 BROKER participates, and to further disseminate, or permit MLS or other MLS participants to
40 disseminate such Content to potential purchasers through websites on the Internet. Further, the
41 BROKER is authorized to otherwise advertise the Property in any manner deemed appropriate by the
42 BROKER, including but not limited to advertising on the Internet, virtual tours, websites, trade journals
43 and any other medium, and communications via e-mail and facsimile. Notwithstanding, any of the
44 above, SELLER reserves the right to opt-out of internet advertising and advertising on other BROKERS’
45 websites by completing a separate “Opt-Out” form.

46 (f) Grant to the BROKER an irrevocable, perpetual, non-exclusive and fully sub-licensable and
47 assignable right (through multiple tiers) to use, reproduce, modify, adapt, publish, create derivative
48 works from, distribute, perform, and display any photographs, floor plans, architectural drawings, video
49 images, sounds, or other copyrightable material related to the Property (“Works”), and to incorporate
50 any such Works (in whole or in part) into other Works in any form, media, or technology now known or
51 later developed.

52 (g) This non-exclusive license shall survive the termination of this Agreement for any reason whatsoever.
53 SELLER represents and warrants to BROKER that the license granted to BROKER for this Content, does
54 not violate or infringe upon the rights, including any copyright rights, of any person or entity. SELLER
55 acknowledges and agrees that all listing content is owned exclusively by BROKER, and SELLER has no
56 right, title or interest in Content.
57

58 **2. SELLER AGREES TO:**

- 59 (a) Refer any offer or inquiry regarding the Property that is received by SELLER during the term of this
60 Contract to BROKER.
61 (b) Permit BROKER to place a "For Sale" sign on the Property and to remove all other signs during the
62 term of this Contract.
63 (c) Allow BROKER to enter the Property at reasonable times for the purpose of inspection, preview, or
64 to show the Property to prospective purchasers or other brokers.
65 (d) Furnish BROKER with a key to the Property, authorize the use of a "Lock Box" during the term of
66 this Contract and to hold BROKER, his agents, employees, cooperating brokers, their agents and
67 employees, the Heartland Multiple Listing Service, the Kansas City Regional Association of Realtors®
68 free and harmless from any loss or damage that might result from the use of such.
69 (e) Allow BROKER to accept a deposit to be applied against the Purchase Price and to place that
70 deposit into the escrow account maintained by BROKER or other escrow agent until the Closing of the
71 sale of the Property. If the deposit is forfeited by the Buyer, 0 % of the deposit shall be retained by
72 BROKER, provided, however, that the amount retained shall not exceed the amount to which BROKER
73 would be entitled as a commission if the transaction had been consummated, and the balance of the
74 deposit shall be paid to SELLER.
75 (f) Leave all utilities on at the Property during the term of this Contract or until Possession, whichever is
76 later, unless provided for otherwise in the Contract.
77 (g) Maintain adequate homeowner's property insurance during the term of this Contract or until
78 Possession, whichever is later, and contact their insurance company regarding the adequacy of said
79 insurance.
80

81 **3. BROKER AGREES TO:**

- 82 (a) Market the Property at BROKER'S cost and expense unless otherwise specifically agreed upon
83 elsewhere in this contract.
84 (b) Perform the terms of this Contract, exercise reasonable skill and care for SELLER, and promote the
85 interests of SELLER with the utmost good faith, loyalty and fidelity **unless** acting as a Transaction
86 BROKER, or as a Disclosed Dual agent (**Missouri only**).
87 (c) Seek a price and terms acceptable to SELLER.
88 (d) Provide, at a minimum, the following services:
89 (1) Accept delivery of and present to SELLER all offers and counter offers to sell Property;
90 (2) Assist SELLER in developing, communicating, negotiating, and presenting offers, counter
91 offers, and notices that relate to the offers and the counter offers until a purchase agreement is
92 signed and all contingencies are satisfied or waived; and
93 (3) Answer SELLER'S questions relating to the offers, counter offers, notices, and contingencies.
94 (e) Disclose to SELLER all adverse material facts actually known (or should have known, in Missouri)
95 by Broker about Buyer.
96 (f) Disclose to SELLER any facts known by BROKER which are omitted from or contradict any
97 information included in a written report prepared by a qualified third party.
98 (g) Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances,
99 including fair housing and civil rights statutes and rules and regulations.
100 (h) Keep all information about SELLER confidential unless: disclosure is authorized under this Contract;
101 disclosure is required by statute, rule or regulation; failure to disclose would constitute a fraudulent
102 misrepresentation; or disclosure is necessary under Missouri law to defend the affiliated licensee
103 against an action of wrongful conduct in an administrative or judicial proceeding or before a professional
104 committee.
105

- 106 (i) Disclose to all prospective Buyers all adverse material facts actually known by the BROKER,
107 including but not limited to:
- 108 (1) Any environmental hazards affecting the Property which are required by law to be disclosed;
 - 109 (2) The physical condition of the Property;
 - 110 (3) Any material defects in the Property;
 - 111 (4) Any material defects in the title to the Property;
 - 112 (5) Any material limitation on SELLER'S ability to perform under the terms of the contract.
- 113 (j) Assist with the closing of the sale of the Property.
- 114 (k) Account in a timely manner for all money and property received.
- 115 BROKER shall not be obligated to continue to market the Property or present subsequent offers after an
116 offer has been accepted by SELLER unless the sales Contract permits SELLER to continue to market
117 the Property and consider other offers until Closing. **Notwithstanding the above, if the Property is in
118 Missouri, all written offers MUST be presented regardless of whether the Property is subject to a
119 sales contract.**

120

121 **4. SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM ("Seller's Disclosure").**

122 SELLER understands that the law requires disclosure of any material defects in the Property to prospective
123 Buyers and that failure to do so may result in civil liability for damages. SELLER agrees to complete the
124 Seller's Disclosure Statement to be provided to prospective Buyers and to update the disclosure statement
125 at the request of BROKER, **or in the event of a material change in the condition of the Property.**
126 **SELLER will provide all inspection reports, if any, and authorizes Licensee to disclose such reports**
127 and warrants that there are no known defects in the Property except as will be indicated on the Seller's
128 Disclosure Statement. SELLER agrees to hold BROKER, its affiliated licensees and employees, and all
129 cooperating Brokers and their agents and employees harmless for any damages or civil or criminal actions,
130 and all claims, demands, suits, losses or expenses (including reasonable attorney's fees) arising out of any
131 misrepresentation, nondisclosure, or concealment by SELLER in connection with the sale of the Property
132 including, without limitation, the inaccuracy of information provided by SELLER for the preparation of the
133 listing data, contained in the Seller's Disclosure Statement, or otherwise provided or omitted in connection
134 with the sale of the Property. SELLER agrees to thoroughly review the listing information prepared by
135 BROKER and advise BROKER immediately of any errors or omissions, including but not limited to the age
136 of the Property and size of the lot. SELLER agrees that SELLER will personally assume all responsibility
137 for any claims made by a Buyer before or after possession with respect to any errors or omissions
138 contained in the information provided to BROKER and the Buyer, and that BROKER shall not be
139 responsible in any manner for any errors or omissions.

140

141 **5. LEGAL AND PROFESSIONAL ADVICE.** BROKER suggests SELLER seek legal, tax, and other
142 professional advice relative to any real estate transaction. BROKER makes no representation or warranty
143 respecting the advisability of any transaction. BROKER is not an expert in matters relating to law, tax,
144 financing, surveying, structural or mechanical condition, hazardous material, engineering, or other
145 specialized topics. SELLER is encouraged to seek expert help in such areas. BROKER will cooperate
146 with experts engaged by SELLER, but BROKER shall have no liability to SELLER pertaining to such
147 matters.

148

149 **6. LIABILITIES.** SELLER agrees to indemnify BROKER against and hold BROKER harmless from any
150 liability for vandalism, theft or damage of any nature whatsoever to the Property, or for personal injury to
151 persons on the Property. In consideration of BROKER'S arranging for any inspections at SELLER'S
152 request, SELLER hereby agrees to indemnify and hold harmless BROKER, and BROKER'S affiliated
153 licensees, agents and employees from any liability, costs or expenses resulting from or in connection with
154 those inspections.

155

156 **7. BROKERAGE RELATIONSHIP DISCLOSURE.** SELLER acknowledges receiving (a) the Broker
157 Disclosure Form (in Missouri) on or before the signing of the Seller's Agency Agreement, or upon
158 the licensee obtaining any personal or financial information, whichever occurs first; OR, (b) the
159 Real Estate Brokerage Relationships Brochure (in Kansas) at the first practical opportunity. The
160

161 **Missouri "Form", or Kansas "Brochure" needs to be read by all consumers.** SELLER understands
162 and agrees that BROKER can show the Property and obtain offers from all prospective Buyers, including
163 Buyers with whom BROKER has a brokerage relationship. BROKER shall notify SELLER and Buyer of
164 BROKER'S intention to represent both of them (**Disclosed Dual Agency is available only in Missouri**),
165 to represent neither but to assist both the Buyer and SELLER (**Transaction Brokerage is available in**
166 **both Kansas and Missouri**), or designate an agent for the Buyer and another to represent SELLER
167 (**Designated Agency is available in both Kansas and Missouri**). SELLER also understands and agrees
168 that as part of the marketing of the Property, BROKER will be showing Buyers properties other than the
169 Property and providing Buyers with information on selling prices in the area. SELLER understands that
170 BROKER may show alternative properties not owned by SELLER to prospects and may list competing
171 properties for sale without breaching any duty or obligation to SELLER.

- 172 • **Seller Agency.** A SELLER'S agent represents SELLER only, so the Buyer may be either unrepre-
173 sented or represented by another agent. The SELLER'S agent is responsible for performing the follow-
174 ing duties: promoting the interests of SELLER with the utmost good faith, loyalty, and fidelity; protecting
175 SELLER'S confidences, unless disclosure is required; presenting all offers in a timely manner; advising
176 SELLER to obtain expert advice; accounting for all money and property received; disclosing to SEL-
177 LER all adverse material facts about the Buyer that the agent knows; environmental hazards affecting
178 the Property that are required to be disclosed; the physical condition of the Property or any material
179 defects in the Property or in the title to the Property; any material limitation on SELLER'S ability to
180 complete the contract. The SELLER'S agent has no duty to conduct an independent inspection of the
181 Property for the benefit of the Buyer or to independently verify the accuracy or completeness of any
182 statement by SELLER or any qualified third party.
- 183 • **Transaction Broker. (Kansas and Missouri).** SELLER acknowledges that BROKER may have Buy-
184 er clients who have retained BROKER to represent them in the acquisition of property. If one of these
185 clients becomes interested in making an offer on the Property, BROKER would be in the position of
186 representing the Buyer and SELLER in the same transaction. Unless designated agents have been
187 appointed as provided below, this representation would constitute a dual agency (**Missouri only**). With
188 the informed consent of both SELLER and the Buyer, BROKER may act as a Transaction Broker. As a
189 Transaction Broker, BROKER would assist the parties with the real estate transaction without being an
190 agent or advocate for the interests of either party. A Transaction Broker has the duty to perform the
191 terms of any written or oral agreement made with any party to the transaction; to exercise reasonable
192 skill, care and diligence as a Transaction Broker, including but not limited to: presenting all offers and
193 counter offers in a timely manner regardless of whether the Property is subject to a Contract for sale or
194 lease or a letter of intent; keeping the parties fully informed regarding the transaction and suggesting
195 that such parties obtain expert advice as to material matters about which the Transaction Broker knows
196 but the specifics of which are beyond the expertise of such broker; accounting in a timely manner for all
197 money and property received; disclosing to each party to the transaction any adverse material facts of
198 which the Transaction Broker has actual notice or knowledge; and assisting the parties in complying
199 with the terms and conditions of any Contract. The parties to a transaction brokerage transaction shall
200 not be liable for any acts of the Transaction Broker. The following information shall not be disclosed by
201 a Transaction Broker without the informed consent of the party or parties disclosing such information to
202 the BROKER: that a Buyer is willing to pay more than the Purchase Price offered for the Property; that
203 SELLER is willing to accept less than the asking price for the Property; what the motivating factors are
204 for any party buying, selling or leasing the Property; that SELLER or a Buyer will agree to financing
205 terms other than those offered or any confidential information about the other party, unless disclosure
206 of such information is required by law, statute, rules or regulations or failure to disclose such informa-
207 tion would constitute fraud or dishonest dealing. (**A separate Transaction Broker Addendum must**
208 **be signed by all parties when this arrangement is used.**)
- 209 • **Sub-Agency.** A Sub-Agent is the agent of an agent. A Sub-Agent owes the same obligations and
210 responsibilities as the agent.
- 211 • **Disclosed Dual Agency. (Missouri only).** BROKER may have Buyer clients who have retained
212 BROKER to represent them in connection with the acquisition of property. If a Buyer represented by
213 BROKER becomes interested in making an offer on the Property, BROKER is in the position of

214 representing both SELLER and the Buyer in that transaction. This representation, known as dual
215 agency, can create inherent conflicts of interest. The same is true if the listing agent is also the selling
216 agent. A Dual Agent shall be a limited agent for both SELLER and a Buyer and shall have the duties of
217 SELLER'S or a Buyer's agent except that a Dual Agent may disclose any information to one client that
218 the licensee gains from the other client if the information: (1) is material to the transaction unless it is
219 confidential information that has not been made public or, (2) becomes public by the words or conduct
220 of the client to whom the information pertains or; (3) is obtained from a source other than the licensee.
221 A Dual Agent may not disclose, without the consent of the client to whom the information pertains: that
222 a Buyer is willing to pay more than the Purchase Price offered for the Property; that SELLER is willing
223 to accept less than the asking price for the Property; what the motivating factors are for any client,
224 buying or selling the Property or that a client will agree to financing terms other than those offered
225 and/or the terms of any prior offers or counter offers made by any party. A Dual Agent shall not
226 disclose to one client any confidential information about the other client unless the disclosure is
227 required by statute, rule or regulation or failure to disclose the information would constitute a
228 misrepresentation or unless disclosure is necessary to defend the affiliate licensee against an action of
229 wrongful conduct in any administrative or judicial proceeding or before a professional committee. **(A**
230 **separate Disclosed Dual Agency Amendment must be signed by SELLER and the Buyer when**
231 **this form of agency is used.)**

232 • **Designated Agency.** A Designated Agent is a licensee affiliated with BROKER who has been
233 designated by BROKER, or BROKER'S authorized representative, to act as the agent of a Buyer
234 represented by BROKER or a SELLER represented by BROKER to the exclusion of all other affiliated
235 licensees of BROKER. The use of a Designated Agent is an alternative to a Disclosed Dual Agency in
236 Missouri or a Transaction Broker in Kansas or Missouri. A Designated SELLER'S Agent will perform all
237 of the duties of a SELLER'S Agent.

238 **If a Designated Agent is appointed to represent SELLER, SELLER understands and agrees**
239 **that:**

- 240 (1) The Designated Agent will perform all of the duties of a SELLER'S Agent and will be
241 SELLER'S legal agent to the exclusion of all other licensees affiliated with BROKER.
242 (2) Another licensee with the BROKER may act as a Designated Agent for a Buyer in the sale
243 of the Property.
244 (3) The supervising broker (or branch broker, if applicable) will act as a Transaction Broker and
245 will not advocate for the interests of either party and will not, without prior consent of both
246 parties, disclose any information or personal confidences about a party which might place the
247 other party at an advantage. The supervising broker (or branch broker, if applicable) may
248 appoint an affiliated licensee to act in the transaction as a Transaction Broker.
249 (4) If the Designated Agent for SELLER is also the Designated Agent of a Buyer who is
250 interested in purchasing the Property, the Designated Agent cannot represent both SELLER
251 and Buyer. With the informed consent of both SELLER and Buyer, the Designated Agent may
252 act as a Transaction Broker and assist the parties with the real estate transaction without being
253 an agent or advocate for the interests of either party.
254 (5) If a Buyer who is represented by a Designated Agent of BROKER wants to see a property
255 which was personally listed by the supervising broker, the supervising broker, with the written
256 consent of SELLER, may specifically designate an affiliated licensee who will act as the
257 Designated Agent for SELLER.

258
259 **8. BROKERAGE RELATIONSHIPS CONFIRMATION:** Unless otherwise provided herein, **the SELLER**
260 **authorizes the designated broker to cooperate with and compensate other designated brokers.**
261

262 SELLER consents to the following **(Check applicable boxes):**

- 263 Yes No SELLER consents to Seller Agency.
264 Yes No SELLER consents to a Transaction Broker and agrees, if applicable, to sign a
265 Transaction Broker Addendum.
266 Yes No SELLER consents to Sub-Agency.
267

268 Yes No SELLER consents to Dual Agency and agrees, if applicable, to sign a Disclosed Dual
269 Agency Amendment. **(Missouri only)**
270 Yes No SELLER consents to Designated Agency. **(In Kansas, Supervising Broker acts as a**
271 **Transaction Broker)**
272 Yes No SELLER consents to the appointment of a Designated Agent for a Buyer in sale of the
273 SELLER'S Property. **(In Kansas, Supervising Broker acts as a Transaction Broker)**
274

275 ~~9. TITLE INSURANCE. SELLER has been informed of SELLER'S responsibility to provide the Buyers of~~
276 ~~the Property with evidence of clear title as required by the sales Contract. SELLER authorizes BROKER to~~
277 ~~order title evidence through _____ Title to the Property is vested in the~~
278 ~~name(s) of: _____~~
279 ~~_____~~
280 ~~_____~~

281
282 **10. COMPENSATION.**

283 (a) SELLER agrees to pay BROKER a commission which shall be: 6% of sales price _____.
284 The Commission is due and payable if BROKER or anyone else produces or finds a purchaser ready,
285 willing, and able to purchase the Property at the price and terms offered now or at the price and terms
286 acceptable to SELLER at a later date. The Commission shall be split 3 % listing side and 3 %
287 selling side.

288 Other Compensation: _____

289 **SELLER authorizes the party handling the Closing to pay the Commission and Other**
290 **Compensation to BROKER from SELLER'S proceeds at the Closing. SELLER understands and**
291 **agrees that BROKER may be compensated by more than one party in the transaction.**

292 (b) If compensation to selling BROKER differs from what is stated in this Contract for any reason, such
293 must be disclosed in writing to SELLER by BROKER. BROKER'S offer of compensation is only
294 applicable to brokers who are participants in Heartland Multiple Listing System, unless otherwise agreed
295 upon in writing.

296 (c) If the Property is not sold during the term of this Contract but a sale is made directly or indirectly
297 within 60 days after this Contract terminates to anyone to whom the Property was shown or
298 submitted during the term of this Contract and whose name BROKER has submitted to SELLER in
299 writing prior to the expiration of this Contract, the Commission and Other Compensation is due and
300 payable to BROKER. However, SELLER shall not be obligated to pay the Commission and Other
301 Compensation if a valid Exclusive Right To Sell Contract is entered into during such period with another
302 licensed real estate broker and the sale of the Property is made during such period, **unless said**
303 **exclusions have been added to a subsequent Exclusive Right To Sell Contract.** The terms
304 "purchase" and "sale" as used herein shall include any agreement to transfer all or a substantial part of
305 SELLER'S interest in the Property, including a Contract for deed, a Contract for sale, a lease, a
306 lease/option Contract, and a shared equity Contract.

308 **11. LIMITED HOME WARRANTY (RESALE ONLY).** It is suggested that SELLER consider the purchase
309 of a home protection plan for the Property which may increase the Property's marketability and reduce
310 SELLER'S risk. The program was explained to SELLER and SELLER (**Check one**) agrees does not
311 agree to participate in the program. If SELLER agrees to participate in this program, a separate application
312 defining the coverage of the program may be signed at the time this listing is executed and Licensee may
313 receive a fee from the warranty company to cover processing and administration of the plan.
314

315 **12. NOTICE TO SELLERS WHO ARE FOREIGN PERSONS.** A SELLER who is a foreign person should
316 consult an attorney or accountant familiar with the Foreign Investment in Real Property Tax Act (FIRPTA)
317 before entering into negotiations or contracts for the sale of property.
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13. ADDITIONAL TERMS AND CONDITIONS: The City will not pay to relocate any utilities. Buyer is to pay for all title insurance. Buyer is to put down 10% for escrow purposes.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

All parties agree that this transaction can be conducted by electronic means, including email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.

Jones Heritage, Realtors
BROKERAGE
Brian R. Jones 4-6-11
LICENSEE ASSISTING SELLER **DATE**

SELLER **DATE**

SELLER **DATE**

SELLER ADDRESS

SELLER CITY, STATE, ZIP

SELLER PHONE # **SELLER FAX #**

SELLER EMAIL

Appointment of Designated Agent(s): BROKER or BROKER'S authorized representative hereby designates:
Charles HOSMAN

to act as a **Designated Agent(s)** on SELLER'S behalf. SELLER consents to the above named **Designated Agent(s)** acting as SELLER'S Designated Agent (or as a Transaction Broker, or Disclosed Dual Agent in Missouri if such Designated Agent is also the Designated Agent for the buyer), subject to both SELLER and Buyer signing a Transaction Broker Addendum or Disclosed Dual Agency Amendment (**Missouri only**) with BROKER, which shall be signed by the Buyer prior to writing the offer and by SELLER prior to signing the Contract.

Brian R. Jones
BROKER'S Signature (required in Missouri)

Approved by Legal Counsel of the Pittsburg Board of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 01/10. All previous versions of this document may no longer be valid.

INTEROFFICE MEMORANDUM

To: MR. VANGORDEN, INTERIM CITY MANAGER
From: JEFF WILBERT, MEMORIAL AUDITORIUM MANAGER
CC: KIM VOGEL, DIRECTOR OF PARKS & RECREATION & TAMMY NAGEL, CITY CLERK
Date: May 4, 2011
Subject: Approval for a contract to be signed for Spencers - Theatre of Illusion to perform at Memorial Auditorium and Convention Center on Friday, April 13, 2012.

Memorial Auditorium and Convention Center is requesting approval for a contract to be signed for a performance by Spencers – Theatre of Illusion on Friday, April 13, 2012. The contract has been reviewed by City Attorney Henry Menghini and the changes he requested have been approved by both parties.

In this regard would you please place an item on the agenda for the City Commission meeting on May 10, 2011? Action being requested is to approve contract between Memorial Auditorium and Convention Center and Spencers – Theatre of Illusion.

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



HUMAN RESOURCES

201 West 4th Street • Pittsburg KS 66762

(620) 231-4100

www.pittks.org

MEMORANDUM

To: John VanGorden, Interim City Manager
From: Megan Fry, Human Resources
Date: April 26, 2011
Re: Background Screening – Change in Vendor

On March 16, 2011, I requested the Governing Body endorse my recommendation for ADP to be our background screening vendor for our new hires. Due to an inability to come to an agreement on the Terms and Conditions with ADP, I am requesting the approval of another vendor, National Screening Bureau.

The service provided will be the same and the cost for the basic package is also relatively the same.

I am requesting that this be brought before the Governing Body on the May 10, 2011 for approval.

NATIONAL SCREENING BUREAU



Background Checks

*Pricing Guide
and
New Client Paperwork*

Thank you for your interest in background screening through NATSB.

It is our goal not only to become your background screening provider, but also to become your partner! We strive to achieve this by offering you personalized customer service and education on the screening process, as well as helping you to understand your screening options and legal responsibilities.

In order to customize a background screening package that will best fit your needs, please review the following packet and then complete the new client paperwork.

Your Guide to Background Screening Pricing

New Client Paperwork

Please feel free to call or e-mail us if you have any questions.
We look forward to serving your organization!

Members Of:



Recognized as "Best Supplier Company"
Star of Excellence Awards 2010



NATIONAL SCREENING BUREAU

920 N. Tyler, Suite 302
Wichita, KS 67212
(316) 263-4400 1-877-263-4405
(316) 223-1094 Fax

Your Guide to Background Screening Pricing

At National Screening Bureau, we strive to provide you with *fast, accurate, and comprehensive* background checks each and every time. The following pages include our pricing, along with ancillary searches that can be added on a case-by-case basis.

Setup Process

When you are ready to get started, please fill out the attached New Client Paperwork and either mail or fax it back to our office. Once we receive your completed paperwork, we will create an account for you in our system so that you may order and view background checks using our secure website. You will receive a series of three (3) e-mails with your login information and our Quick Start Guide which will walk you through how to place orders on our user-friendly system.

When you place an order for a background check, it is added to our queue where our researchers begin the investigations that you have requested. At any time after you submit the request, you may go to the 'Reports' screen and click on the applicant's name to view the report in progress.

The Screening Process

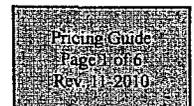
The first search we always do is a Social Security Number-ID Verification / Previous Address Search, which verifies that we are conducting the background check using the correct name. It also tells where your applicant has previously lived, and it reveals Aliases/Maiden names/AKAs. The next search we do is a Multi-Jurisdiction/Nationwide Criminal Records Search. This is a comprehensive database search that checks over 300 million criminal records, including the 50 State Sex Offender Search, Department of Corrections, and FBI Fugitive/Terrorist Most Wanted. This is a very powerful search that we like to compare to Swiss cheese: it gives great coverage, but it does have holes due to inconsistencies in reporting by some jurisdictions.



Pricing Variable- You may elect to upgrade the Multi-Jurisdiction/ Nationwide Criminal Records Search to also search all Alias/Maiden names that are uncovered in the SSN Trace/ID Verification. Please add \$8.00 for this package upgrade.

www.natsb.com info@natsb.com

phone: 316-263-4400 toll-free: 877-263-4405 fax: 316-263-1094



In order to gain a more comprehensive picture of your applicant, we conduct a County-level Criminal Records Search. ***This is the most accurate and reliable way to obtain criminal records.*** The reason for this is because it is a live, real-time search of the County (District) Courthouse, which is the origin of the record.



Pricing Variable- Most packages include a search of only the county in which your applicant currently resides. Industry Standards/Best Practices call for adding a County Criminal search for every county that your applicant has lived during the past seven years. (These counties are revealed in the SSN Trace-ID Verification / Previous Address Search). Standard County Criminal search rates of \$12.50 per additional county apply.

You may choose to customize your background checks based on your organization's individual needs. **Other screening components that we strongly recommend include:**

- Federal Criminal Records search
- Motor Vehicle Records (MVR) search
- Civil Records search
- Drug Testing

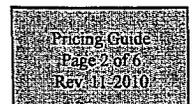
You will find a list of additional Ancillary Searches attached to the pricing sheet.

Once your background check has been completed, you will receive an e-mail letting you know that you can log in to view the report. Should you have any questions about the report, feel free to give us a call- we are here to help! You will receive an invoice via e-mail after the first business day of the month for the previous month's activity.

We look forward to serving you and your organization!

Sincerely,

The NATSB Team



www.natsb.com info@natsb.com

phone: 316-263-4400 toll-free: 877-263-4405 fax: 316-263-1094



National Screening Bureau

Screening for a Safer Tomorrow

Members of
USA Kansas
United States Administrative Council



napbs
National Association of
Professional Background Screeners

SRM
SOCIETY FOR HUMAN
RESOURCE MANAGEMENT

Background Screening Package

starting at \$25.00

(\$25 includes all four components listed below)

NATSB Background Screening Package includes each of the four components listed below; additional searches may be added to the package on a case-by-case basis. Industry Standards calls for adding a county criminal search for every county in which the applicant has lived during the past seven years. National Screening Bureau strongly encourages its clients to observe Industry Standards/ Best Practices when making background screening decisions. On your Account Setting Worksheet, there is a place where you can instruct us to automatically add county criminal searches for your account.

1. Professional Review of Results

This greatly enhances the quality and reliability of our reports over those of many of our competitors

- One of our trained investigators will individually review the results of each one of your reports for fraud, data inconsistencies and false criminal hits.

2. Social Security Number-ID Verification / Previous Address Search

Verifying your applicant's identity is the most important part of a background check.

- SSN Year and State of Issuance
- ID Verification
- Death Master Index Search
- List of Previous Addresses that have been used by the applicant
- List of Aliases/Maiden names that have been used by the applicant

3. Multi-Jurisdiction (Nationwide) Criminal Records Search

A broad nationwide search of over 300 million criminal records, including:

- 50 State Sex and Violent Offender Registry
- Dept of Corrections
- FBI Fugitive/Terrorist Most Wanted
- Global Search (USA Patriot Act Compliance)



You may upgrade this component to include a search of all Alias/Maiden names that are uncovered in the Previous Address Search (recommended). Please add \$8.00 for this package upgrade.

4. Single County Criminal Records Search

*A focused local search for felony and misdemeanor records**

- We will search the county courthouse records of the county listed on the application, using the name submitted by your applicant.
- Industry Standards/Best Practices are to add a county criminal search of each county that your applicant has lived in during the past seven years. Additional county searches may be ordered on a case-by-case basis.



You may elect to do a county criminal search for each county that your applicant has lived in during the past seven years. Your account can be set so that additional county criminal searches are automatically ordered, based on the addresses that are revealed in the Previous Address Search (recommended).

Standard country criminal search rates apply.

**Additional fees that may be charged by courts, previous employers or institutions will be billed to the client.*

All accounts are subject to a monthly compliance fee.

Results are typically available the same day, with some exceptions.

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920 N Tyler, Suite 302
Wichita, KS, 67212

www.natsb.com
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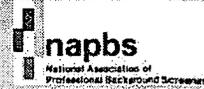
(316) 263-4400
(877) 263-4405



National Screening Bureau

Screening for a Safer Tomorrow

Members of:
USA Kansas



Ancillary Searches- A La Carte

You may add any of the following components to your Package on a case-by-case basis.
For a complete description of services, please refer to our NATSB Product Description Guide.

Criminal Records:

- County Criminal Records Search \$12.50*/county
- Juvenile County Criminal Records Search \$12.50*/county
- Alias/Maiden name Criminal Records Search \$12.50*/county
- Wichita Wants/Warrants \$5.00
- Federal Criminal Records Search \$12.50
- Multi-Jurisdiction (Nationwide) Criminal Records Search \$10.00
- Multi-Jurisdiction (Nationwide) w/upgrade to search all Alias/Maiden names *must be included in a package coming soon*
- Multi-Jurisdiction (Nationwide) Criminal Records Monitoring *coming soon*
- Global Search (USA Patriot Act Compliance) \$10.00
- International Criminal Records Search *please contact us for country-specific pricing*

Civil Records:

- County Civil Records Search- Recovery of Money, PFA/PFS, Evictions \$15.00*/county
- Federal Civil Records Search \$15.00

Reference Checks:

- Employment Verification *(please allow 1-2 days for results)* \$8.00*
- Education Verification *(please allow 1-2 days for results)* \$8.00*
- Personal Reference Check *(please allow 1-2 days for results)* \$8.00
- E-Verify *please contact us for pricing*

Credit:

- Employment Credit Report \$15.00

State Searches:

- Driving Records/MVRs *(additional states available for \$6.00 + state fee)* \$12.60 KS
- SRS Child Abuse Tracking** *(please allow 2 weeks for results)* \$5.00 KS* (\$15.00 total cost)
- SRS Adult Abuse Tracking** *(please allow 1 week for results)* \$5.00 KS (\$5.00 total cost)
- Workers Comp** *(conditional job offer must first be extended)* \$8.00 KS

Technology Assistance:

- Manual Order Input- via phone *(no charge for online ordering)* \$3.00 per report
- Manual Order Input- via fax *(no charge for online ordering)* \$1.50 per report
- Fax Completed Report to Client *(no charge for online report access)* \$1.50 per report
- Mail Report or Billing to Client *(no charge for online report access)* \$3.00 per report

*Additional fees that may be charged by courts, previous employers or institutions will be billed to the client.

**Applicant signature is required for this search; please contact us for paperwork.

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National Screening Bureau

Screening for a Safer Tomorrow

Members of:



Ancillary Searches- A La Carte

You may add any of the following components to your Package on a case-by-case basis.
For a complete description of services, please refer to our NATSB Product Description Guide.

Customizable Weblink:

- The Customizable Weblink allows your applicants to submit a screening request and give electronic authorization directly on our secure server. You receive an e-mail notifying you that a request has been submitted; you may either approve or delete the request. This feature is extremely popular with volunteer programs and non-profit organizations, and the link can either be placed on your website or e-mailed directly to applicants. The only cost for this service is a one-time set-up fee of \$100.00

Drug Testing:

Please see Drug Testing Guide

Monitoring:

- Multi-Jurisdiction (Nationwide) Criminal Records Monitoring coming soon
- Sedgwick County Booking Report Monitoring \$5.00/month per name

Tenant Screening Searches

Tenant Screening Packages are also available

- Standard Credit Report w/score \$25.00
- National Eviction Database Search \$8.00
- County Civil Records Search- Recovery of Money, PFA/PFS, Evictions \$15.00*/county
- Previous Landlord Verification \$8.00
(please allow 1-2 days for results)
- Skip Trace \$5.00

Financial Institution Searches

- FDIC Search \$2.50
- NCUA Search \$2.50
- Federal Criminal Bankruptcy \$12.50

Health Care Searches

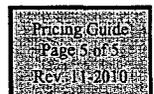
- Office of Inspector General (OIG) Search \$2.50
- State Board of Nursing License Verification \$2.50 KS
- KDHE KBI Search \$18.00
- KDHE Abuse, Neglect, Exploitation Search \$2.50
- National Practitioner Data Bank (NPDB) Search \$5.00
- 50 State Medical Professional Sanction Search \$12.00
- KBI Criminal Records Search \$25.00

Volunteer Lite Package \$12.50

The Volunteer Lite Package includes components 1, 2 and 3 from the Background Screening Package. It does not include any County Criminal Records Search.

Please note that the Volunteer Lite Package is a database search only. Industry Standards calls for adding a County Criminal Search of every county that the applicant has lived in during the past seven years. National Screening Bureau strongly encourages its clients to observe Industry Standards/ Best Practices when making background screening decisions.

* Additional fees that may be charged by courts, previous employers or institutions will be billed to the client.
 ** Applicant signature is required for this search; please contact us for paperwork.
 All accounts are subject to a monthly compliance fee.





National Screening Bureau

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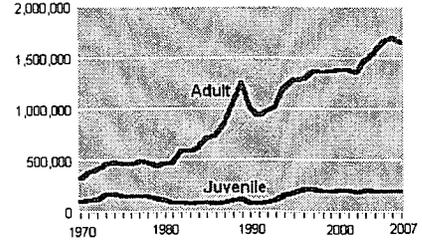
SIRM
SOCIETY FOR HUMAN
RESOURCE MANAGEMENT

Drug Testing

Complete drug testing services for your organization,
with over 3000 collection sites Nationwide!

- Cost to employers from on the job drug abuse is over \$100 billion annually
- 77% of all drug users over the age of 18 are employed
- 80% of drug abusers steal from their workplaces
- 65% of all work related accidents are the direct result of substance abuse

Drug arrests by age, 1970-2007



Source: FBI, The Uniform Crime Reports

Drug Testing:

All Drug Tests include specimen collection, laboratory testing and MRO reporting.

- 5 Panel Drug Test \$39.50
- 7 Panel Drug Test \$41.50
- 10 Panel Drug Test \$43.50
- DOT Panel \$43.50

DOT test includes random testing management and compliance program for DOT regulations

* In remote areas there may be additional pass through charges when a clinic is needed for specimen collection out of network, usually \$21.00

When Are Tests Usually Administered?

Employees may be tested at any of the five following times:

Preemployment (to decrease the chance that a current drug user will be hired)

For cause or reasonable suspicion (when an employee shows signs of not being fit for duty or has a documented pattern of unsafe behavior)

At random (to discourage drug use among all employees)

Post-accident (following an accident or incident involving unsafe

- 5 Panel**
 - PCP
 - Marijuana
 - Cocaine
 - Methamphetamines/Amphetamines
 - Opiates
- 10 Panel**
 - Barbiturates
 - Benzodiazepines
 - Methadone
 - Methaqualone
 - Propoxyphene



National Screening Bureau utilizes a network of national laboratories that provides drug testing for legal and illegal drug usage. All testing is conducted through NIDA, DOT and HRS certified facilities and meets current Federal and State Drug-Free Workplace requirements as well as previous employment drug test verifications as required by the Federal Aviation Administration and the US Department of Transportation.

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NATIONAL SCREENING BUREAU

920 N. Tyler, Suite 302
Wichita, KS 67212
(316) 263-4400 1-877-263-4405
(316) 223-1094 Fax

New Client Paperwork

Thank you for your interest in background and/or drug screening through National Screening Bureau. Providing you with information that is fast, accurate, and comprehensive is our utmost priority.
We look forward to serving your company!

**Please complete the following items and fax them back to
National Screening Bureau at (316) 223-1094**

Checklist:

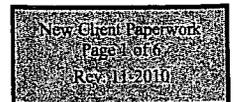
- Account Settings Worksheet (page 3)
*(This is where you choose your account preferences.
If no preference is indicated, the default settings will apply.)*
- New Client Information Sheet (page 4)
- Background Screening Service Agreement (pages 5 & 6)
- Employment Credit Reports (page 7)
(only needed if you plan to incorporate credit checks as a part of your Background Screening)

Once we receive your paperwork, you will receive three e-mails from us containing:

- 1.) Quick Start Guide
- 2.) Username
- 3.) Temporary Password

Feel free to contact us at (877) 263-4405 with any questions.

Welcome Aboard!





NATIONAL SCREENING BUREAU

920 N. Tyler, Suite 302
Wichita, KS 67212
(316) 263-4400 1-877-263-4405
(316) 223-1094 Fax

Account Setting Worksheet for

Client Name: _____

IF NO PREFERENCE IS INDICATED, THE DEFAULT SETTINGS WILL APPLY*

**Default setting includes Multi-Jurisdiction/Nationwide Alias upgrade of \$8.00, and a county criminal search in all counties applicant has lived in during the last 7 years billed at \$12.50 per county.*

1. Would you like to upgrade your Multi-Jurisdiction/Nationwide Criminal Records Search to include all Alias/Maiden names that are found during the SSN Trace/ ID Verification?

(\$8.00 fee per applicant)

Yes (default- recommended) No

2. Would you like to upgrade your County Criminal Search component so that a County Criminal Search for each county that your applicant has lived in during the past seven years will automatically be ordered, based on the addresses that are revealed in the SSN/ID Verification search?

(Standard county criminal search rates apply)

Yes (default- recommended) No

or

Volunteer Lite Package (database only search / county criminal search is not included)

3. Would you like for us to create a customizable web link for your account so your applicants may submit screening requests/give electronic authorization directly on our secure server?

(\$100 one-time set-up fee)

No (default) Yes

4. Would you like to be set up to receive your monthly billing mailed to you via US Postal Service

(\$3.00 monthly charge applies; no charge for electronic billing)

No (default) Yes

5. I understand that any additional fees which may be charged by courts, previous employers or institutions will be billed to our account.

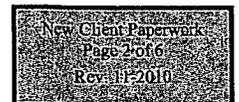
Yes (default)

6. Would you like for your account to be set up for Drug Testing with Chain of Custody forms?

(There is no charge for ordering customized COC forms)

No (default) Yes

Signed _____ Date _____





NATIONAL SCREENING BUREAU

920 N. Tyler, Suite 302
Wichita, KS 67212
(316) 263-4400 1-877-263-4405
(316) 223-1094 Fax

New Client Information Sheet

Please fill out what is applicable to your organization, and print clearly and legibly to help ensure accurate and timely processing. When you are finished, simply fax the completed documents to us at 316-223-1094.

General Organization Information

Company Name: _____

Physical Street Address (*no PO Box numbers please*): _____

City: _____ State: _____ Zip: _____

Mailing Address (*if different from above*): _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Permissible Purpose Information

Type of Organization: Employer Inc. LLC/LLP 501C3 Other(_____)

Describe the specific purpose for which information will be used: Screening Employees and/or Volunteers

Number of Employees/Volunteers: _____ Estimated numbers of checks to be run annually: _____

How did you hear about us? _____

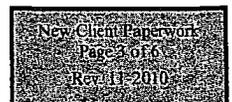
Administration / Primary User Contact Information / Billing Information

This person will be the administrator for the account and will be able to set up additional users. User access information, Quick Start Guide, and monthly invoices will be emailed to the administrator.

Name: _____ Phone: _____

Email: _____

Please note that monthly billing will be sent via email.





Background Screening Service Agreement

The undersigned ("Subscriber"), desires to receive consumer report information from National Screening Bureau, LLC ("NATSB"), a Consumer Reporting Agency ("CRA"). The Subscriber hereby authorizes NATSB to conduct employment or tenant screening on its behalf. Subscriber agrees that all consumer information will be submitted to NATSB and received by the Subscriber pursuant to the following understandings and conditions:

NATSB AGREES TO:

1. Comply with all applicable laws to the making of reports for employment purposes and in the preparation and transmission of reports as defined in the Fair Credit Reporting Act ("FCRA").
2. Follow reasonable procedures to assure maximum possible accuracy of the information reported, subject to Paragraph 6 below.
3. *Re-verify at no cost* any disputed report when either the User or the subject makes a request in accordance with applicable law. NATSB's response shall be made in writing and delivered in a timely manner.
4. Provide all information to the consumer as required by the FCRA.
5. Maintain confidentiality of its data acquisition and verification methodology.

SUBSCRIBER CERTIFIES AND AGREES TO:

6. Keep all reports, whether oral or written, strictly confidential and, except as required by law, reveal no information from reports to any person except the person reported on or a person whose duty requires him to participate in the decision for the transaction for which the report was ordered. Subscriber will hold NATSB and its affiliated companies, and the officers, agents, employees, and independent contractors of NATSB and its affiliates harmless on account of any expense or damage resulting from the publishing by the Subscriber, or employees or agents of the Subscriber, of report information contrary to the above conditions.
7. Recognize that information in reports is secured from and processed by fallible sources (human and otherwise) and that for the fee charged NATSB *cannot be either an insurer or a guarantor* of the accuracy or the depth of the information reported; releases NATSB and its affiliated companies and the officers, agents, employees, and independent contractors of NATSB and its affiliated companies from liability for any negligence in connection with erroneous information received from third parties.
8. Perform its obligations as a user of Screening Reports under the FCRA and any applicable state law. <http://www.ftc.gov/os/statutes/fcra.htm>
9. Ensure that only the Subscriber's designated representatives will request reports and *forbid employees from obtaining reports on themselves*, associates or any other person except in the exercise of their official duties.
10. Assume responsibility for the final verification of the applicant's identity.
11. Base employment decisions or any actions on the Subscriber's lawful policies and procedures and recognize that *NATSB employees are not allowed to render any legal opinions* regarding information contained in a consumer report.
12. Recognize that, in order to remain in compliance with laws and regulations governing consumer reporting agencies, NATSB may make modifications to this agreement from time to time. These modifications may be mailed to the Subscriber. The Subscriber's use of NATSB's services after the date specified in the communication will be construed as your agreement and implied consent to these modifications.

THE FOLLOWING CERTIFICATIONS ARE REQUIRED BY CONGRESS:

Subscriber certifies that:

13. Consumer Reports, as defined in by the Fair Credit Reporting Act, will be ordered only when intended to be used as a factor in establishing a consumer's eligibility for employment purposes, which includes initial employment, promotion, reassignment or retention as an employee, for security clearance purposes, or otherwise in connection with a legitimate business transaction involving the consumer.
14. With regard to such Consumer Reports for **employment purposes**:
 - (a). *The consumer must authorize in writing the procurement of the Consumer Report by the Customer.* The authorization must be procured in a document that consists solely of this disclosure
 - (b). Information from the Consumer Report may not be used in violation of any applicable Federal or State equal employment opportunity law or regulation.
 - (c). *Before taking any adverse action based in whole or in part on the Consumer Report, the person intending to take such adverse action shall provide to the consumer to whom the report relates:*
 - (i) *A copy of the report; and,*
 - (ii) *A description in writing of the "Summary of Rights".* <http://www.ftc.gov/bcp/online/edcams/fcra/summary.htm>
15. With regard to Investigative Consumer Reports, such as **Tenant Reports**; Subscriber certifies that:
 - (a). The Customer will clearly and accurately disclose to the consumer that an Investigative Consumer Report including information as to his character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made, and such disclosure will include a statement informing the consumer of his right to request the additional disclosures.

MOTOR VEHICLE RECORDS:

16. The Subscriber certifies that all of the information obtained *is to be used for employment purposes* and, with respect to any Applicant, Subscriber agrees that it:
 - (a) Shall use the MVR only for "employment purposes" as contemplated by the FCRA and any applicable state law;
 - (b) Is qualified to do business and validly holds all licenses required to operate Subscriber's business in all states where Subscriber conducts business and/or has employees;
 - (c) Will comply with the provisions of the Driver's Privacy Protection Act found at 18 U.S.C. Section 2721 et seq. ("DPPA"); and the Commercial Motor Vehicle Safety Act of 1986 (49 U.S.C. App. 2710 et seq.);
 - (d) Will comply with all applicable federal and state laws related to the use and review of MVRs;
 - (e) Will execute and deliver all forms requested by NATSB in connection with the delivery of any MVR;
 - (f) Will not use the MVR to build its own database or copy or otherwise reproduce the MVR except in connection with the review of the Applicant; and
 - (g) Will not sell, distribute or disseminate the MVR, in whole or in part, to any third party and shall use the MVR solely as an end Subscriber.

CREDIT REPORTS, INTERNET ACCESS and SECURITY

17. Subscriber will:

- (a). Certify that the consumer credit reports *will only be obtained for the following specific permissible purposes* and for no other purposes:
 - (i) For *employment* purposes
 - (ii) In connection with a *tenant screen* application involving the consumer.
- (b). *Maintain records authorizing consumer consent for background check for three (3) years.* These records (or copies thereof) must be made available to NATSB personnel on request.
- (c). Inform all trained operators and other employees of the Subscriber's FCRA and other obligations, with respect to the request for and use of consumer reports;
 - (i) Ensure employees will not obtain consumer reports, information, or other information services for personal reasons or provide them to any third party; and
 - (ii) Take all necessary measures to prevent unauthorized use other than the trained operators for permissible purposes.
 - (iii) Subscriber will inform users and other employees with a need to know that *unauthorized requests for consumer reports may subject them to civil and criminal liability under the FCRA.* NATSB may audit Subscriber at any time to ensure Subscriber is obtaining authorization from consumer and may terminate Subscriber privileges at any time if NATSB reasonably believes that the Subscriber has violated this section or the FCRA.
 - (iv) NATSB will not be responsible for transmission distortion, interruptions or failures of the internet or any other information service. Subscriber will indemnify and hold harmless NATSB from and against any direct and actual loss, cost, liability, and expense (including reasonable attorney's fees) resulting from (i) Subscriber's failure to abide by, or its employees' or agents' violation of this section; or (ii) any unauthorized requests for consumer reports, information or any information service using Subscriber's number and access codes provided by NATSB, unless Subscriber can demonstrate with a preponderance of evidence that the Subscriber complied with the requirements of this section or otherwise acted reasonably to try to prevent the unauthorized access.

THE NATSB-ISSUED SUBSCRIBER CODES AND PASSWORDS MUST BE PROTECTED FROM UNAUTHORIZED USE. NATSB ISSUED SUBSCRIBER PASSWORDS MUST BE CHANGED IF THERE HAS BEEN ANY ACTUAL OR SUSPECTED COMPROMISE OR MISUSE OF SAID PASSWORDS.

INDEMNIFICATION:

- 18. Subscriber shall indemnify, defend and hold NATSB harmless from and against any and all claims, demands, costs, expenses and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and costs, which may be incurred by NATSB based upon the illegal or wrongful use by Subscriber of the Screening Report or upon the negligence or intentional wrongdoing by Subscriber in connection with the use of the Screening Report.
- 19. NATSB shall indemnify, defend and hold Subscriber harmless from and against any and all claims, demands, costs, expenses and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and costs, which may be incurred by Subscriber based upon the negligence or intentional wrongdoing by NATSB in obtaining and transmitting the Screening Report.

TERMS OF SALE

20. Subscriber agrees that they will pay all bills for services according to NATSB's rate schedule in effect at the time such services are rendered, within forty-five (45) days from date of invoice, and a one and one half percent (1-1/2%) per month finance charge for payments made past that date. Such nonpayment may result in the termination of Subscriber's access privileges and suspension of NATSB's obligation to perform any further services. Services. Any payments, by check or other means, returned to NATSB for any reason are subject to a \$30.00 service charge. Subscriber shall be responsible for all costs of collection including reasonable attorney fees and court costs.

GOVERNING LAW

21. All legal disputes arising as a result of this Agreement or Terms Of Sale will be governed and settled by the laws of the State of Kansas. The Subscriber agrees that the jurisdiction and venue shall rest exclusively within Sedgwick County. Subscriber hereby waives their right to a jury trial.

ENTIRE AGREEMENT

22. This Agreement contains the entire agreement between both of the parties. Parties understand and agree that this Agreement constitutes all conditions of service and reporting, and that it applies to all reports made by NATSB and its affiliated companies and branch offices. This Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. No changes in these conditions may be made except by mutual consent in writing by an officer of Subscriber and an officer of NATSB. A facsimile copy of this executed Agreement will have the same effect as if it were the original signed Agreement. The person(s) signing below represents and warrants that he or she has the necessary authority to bind the Subscriber as set forth below. The parties have caused their duly authorized representative(s) to execute this Agreement as of this date below.

Effective Date: This Agreement is effective beginning on _____ (the "Effective Date").

IN WITNESS WHEREOF, the parties authorized representatives have executed this Agreement on the date indicated above.

National Screening Bureau, LLC
A Kansas Corporation

(Company Name - Subscriber)

A (list state) _____ Corporation

By: _____
Todd Sutcliffe, President

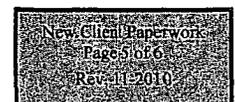
Signature: _____

Name: _____

Address: 920 N Tyler, Suite 302
Wichita, KS 67212
Phone: (877) 263-4405 (316) 263-4400
(316) 223-1094 Fax

Title: _____

Address: _____





DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: May 3, 2011

SUBJECT: Agenda Item – May 10, 2011
Disposition of Bids
Northrop Wilcox Non-Directional Beacon and Monitor Receiver
Atkinson Municipal Airport

The City of Pittsburg received bids on Tuesday, May 3, 2011 for the sale of the non-directional beacon that was recently decommissioned by the FAA (see attached bid tab sheet). FAA has given permission to the City to dispose of the equipment. This equipment consists of a radio transmitter and a radio receiver.

After reviewing the bids received, the City staff is recommending that the bid be awarded to the highest bidder, George Ward, of Severy, KS, with a total bid of \$100 (non-directional beacon-\$90; NDB monitor receiver-\$10). In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 10, 2011. Action necessary will be approval or disapproval of staff's recommendation to dispose of this equipment 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
Bill Pyle, Airport Manager
Memo File

The City of Pittsburg, Kansas

**Recapitulation of Bids
Atkinson Municipal Airport
Surplus Equipment**

**Tuesday, May 3, 2011
2:00 p.m.**

Name & Address of Bidder	Northrop Wilcox Non-Directional Beacon	Northrop Wilcox NDB Monitor Receiver
George Ward P.O. Box 275 Severy, KS 67137	\$90.00	\$10.00
Bill Crissinger 102 Sherri Lane Carl Junction, MO 64837	\$25.00	\$25.00

INTEROFFICE MEMORANDUM

To: Pittsburg City Commissioners
Interim City Manager John VanGorden

From: Chief Mendy Hulvey

CC:

Date: Wednesday, April 20, 2011

Subject: Consent Agenda Item – Proposed Duty Weapon Purchase

During FY2002, the police department received a Local Law Enforcement Block Grant from the Department of Justice, Bureau of Justice Assistance (These grants have been discontinued and are no longer available to law enforcement). Funds obtained from that grant replaced all department issued duty weapons and leather gear for all officers. The department purchased forty “third generation” .40 caliber Glock handguns for a total price of \$16,560; receiving \$12,680 credit for the trade in of the departments used .40 caliber Glock handguns. The total purchase price of the handguns, less the trade in value, was \$3,880, with an average purchase price per gun of \$97.

It is a common practice to replace duty weapons every seven to ten years. With that said, the department has begun pursuing purchasing options for the replacement of our current “third generation” Glock firearms. GT Distributors, Inc., of Austin, Texas is the designated sole law enforcement wholesale vendor for the State of Kansas. They have submitted a proposal for the purchase of 46 “fourth generation” .40 caliber Glock handguns for a purchase price of \$18,814. GT Distributors will accept a trade in of our current weapons, and has authorized a collective trade in value of \$12,420. Thus, the total purchase price of the handguns, less the trade in value, is \$6,394, with an average purchase price per gun of \$139 (see attachment).

The department currently has \$2,996.35 in left over funds from a FY2009 American Reinvestment and Recovery Act, Justice Assistance Grant. With this particular grant, the remaining funds can be used for the acquisition of firearms; specifically duty weapons. With your approval, City Manager John VanGorden has proposed that the remaining balance of \$3,397.65 be funded by sales tax dollars associated with the police and fire building fund, which can be used to acquire equipment as part of the overall building project.

Overall, we feel that utilizing existing grant funds is a good opportunity to partially fund a much needed critical equipment item. While the FY2009 ARRA grant dollars

could be spent on other equipment related needs, this particular purchase will have a longer lasting budgetary impact as the purchase of the "fourth generation" Glock handgun will provide a safe, state of the art weapon for officer use over the next seven to ten years.

Should the Commission approve this request, we would also ask that the normal bid process be waived as GT distributors is the sole proprietary authorized wholesale dealer for Glock, Inc. in the State of Kansas (see attachment). If you have any questions concerning this May 10 agenda item, please do not hesitate to contact me.



GT Distributors - Austin
 P.O. Box 16080
 Austin TX 78761
 (512) 451-8298

Quote	QTE0045305
Date	3/31/2011
Page:	1

Bill To:

Pittsburg Police Department

Ship To:

Pittsburg Police Department
 210 N. Pine St.
 Pittsburg KS 66762

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Reg Ship Date	Master No.
GLOCK TRADE	PITTSBURG PD		FACTORY DIRECT		0/0/0000	715,589
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
46	TRADE IN	Glock22 Gen3 w/ TNS 3Mags, 44 have boxes	Each	(\$270.00)	(\$12,420.00)	
34	GLOCK-PG22507*	Glock22 Gen4 w/ Glock NS	EA	\$409.00	\$13,906.00	
12	GLOCK-PG23507*	Glock 23 Gen IV W Glock NS	EA	\$409.00	\$4,908.00	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesman is Jeff Hallgren. Thank you.
 Lt. Cris Hatcher/ 620.230.5602
 Every 3rd mag on G23 to be 13rd.
 cris.hatcher@police.pittks.org

Subtotal	\$6,394.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$6,394.00

GLOCK, Inc.

U.S.A.



PERFECTION

GLOCK, Inc. P.O. Box 369 Smyrna,
Georgia 30081 U.S.A.

Tel. +1 (770) 432 1202
Fax +1 (770) 437 4714
e-mail: carlos.guevara@glock.us

TO WHOM IT MAY CONCERN:

Smyrna, GA
29-Mar-11

Re: Sole Source and Distribution Letter

Please be advised that GT DISTRIBUTORS, Inc. is the only authorized law enforcement distributor of GLOCK pistols for the State of Kansas and the State of Missouri, therefore, is the sole source for procurement purposes of GLOCK weapon systems by law enforcement agencies located in Kansas or Missouri.

GT DISTRIBUTORS, Inc. will handle directly with your agency all communications regarding pricing, terms and conditions as well as the trade in, if any, of your out of commission firearms towards partial payment of the new GLOCK pistols.

Sincerely,

GLOCK, Inc.

Carlos A. Guevara
General Counsel

Gary Fletcher
Vice President of Sales

INTEROFFICE MEMORANDUM

To: Pittsburg City Commissioners
Interim City Manager John VanGorden

From: Major Brent Narges

CC: Chief Mendy Hulvey

Date: Thursday, April 21, 2011

Subject: Consent Agenda Item – Proposed COPS Grant Application

During FY2009, the police department applied for and received a COPS Hiring Program grant, which funded one of our police officer frozen positions. This grant covers 100 percent of the approved entry-level salary and benefits of the hired, full-time sworn law enforcement officer over three years. Grant recipients are required to retain the COPS-funded positions, at local expense, for 12 months following the federal funding period.

This very competitive grant was received by only ten Kansas law enforcement agencies in 2009, totaling 29 officers. In 2010, only two Kansas Law Enforcement agencies were awarded a COPS Hiring Program grant, totaling 8 officers. It is anticipated the FY2011 grant award numbers will be similar to 2010. Of all the agencies nationwide who applied for this grant, only 8 percent have been awarded.

Currently the police department has two frozen officer positions, in which we are seeking approval to fill both, with funding from the FY2011 COPS grant. We will be requesting permission to pursue the grant with the understanding, should we receive an award, the city would need to retain possession of these additional officer positions for a one year period, following the three grant funded years. Also, we request that Interim City Manager John VanGorden be approved to sign the grant award as the Chief Government Executive for the city of Pittsburg.

If you have any questions concerning this May 10 agenda item, please do not hesitate to contact me.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

April 18, 2011

Dear Colleague:

The Office of Community Oriented Policing Services (COPS) is pleased to announce that we will be accepting grant applications for the Fiscal Year (FY) 2011 **COPS Hiring Program (CHP)**. Subject to funding availability, approximately \$200 million may be available under FY 2011 CHP for the hiring and rehiring of additional career law enforcement officers.

The FY 2011 CHP solicitation will open on May 2, 2011. The application deadline will be **May 25, 2011, at 8:59 PM, EDT**. Please note that applications for this program must be submitted in two parts. First, applicants must apply online via www.grants.gov to complete the SF-424, which is a government-wide standard form required for competitive grant application packages. The SF-424 is intended to reduce the administrative burden to the Federal grants community, which includes applicants/grantees and Federal staff involved in grants-related activities. Once the SF-424 has been submitted, you will receive an e-mail from the COPS Office with instructions on completing the second part of the CHP application through the COPS Office Online Application System found on the COPS Office website at www.cops.usdoj.gov. Applications must be submitted via the COPS Office Online Application System by **8:59 PM, EDT, on May 25, 2011** to be considered for FY 2011 CHP funding.

CHP is a competitive grant program that provides funding directly to law enforcement agencies having primary law enforcement authority to impact their community policing capacity and problem solving efforts.

CHP grants provide 100 percent funding for approved entry-level salaries and benefits for 3 years (36 months) for newly-hired, full-time sworn officer positions (including filling existing unfunded vacancies) or for rehired officers who have been laid off, or are scheduled to be laid off on a specific future date, as a result of local budget cuts. There is no local match requirement or cap on the amount of funding that can be requested per officer position, but CHP grant funding will be based on your agency's current entry-level salary and benefits packages. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the grantee agency. All agencies' requests will be capped at no more than 5% of their actual sworn force strength reported in their application, up to a maximum of 50 officers. The request of any agency with a sworn force strength less than or equal to 20 will be capped at one officer.

At the conclusion of federal funding, grantees must retain all sworn officer positions awarded under the CHP grant for a minimum of one year (12 months). The retained CHP-funded position(s) should be added to the grantee's law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant.

The COPS Office looks forward to working with your agency. If you would like more information or require technical assistance during the solicitation process, please contact the COPS Office Response Center at 1.800.421.6770.

Sincerely,

Bernard K. Melekian
Director

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	5/03/2011			165130		
C-CHECK	VOID CHECK	V	5/03/2011			165132		
C-CHECK	VOID CHECK	V	5/03/2011			165133		
C-CHECK	VOID CHECK	V	5/03/2011			165134		

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

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: *	TOTALS:	4	0.00	0.00	0.00
BANK: *		TOTALS:	4	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	ALT, AMANDA	R	4/22/2011			165062		5.00
4263	COX COMMUNICATIONS	R	4/22/2011			165063		6,157.47
1	ELLIS, CAROLYN	R	4/22/2011			165064		7.76
1	GR RESTAURANTS INC	R	4/22/2011			165065		5.00
1108	WESTAR ENERGY	R	4/22/2011			165066		29.88
6680	ROBERT YOUNG	R	4/22/2011			165067		13.00
5724	DENNIS RHEUMS	R	4/25/2011			165068		320.00
2519	EAGLE BEVERAGE CO INC	R	4/29/2011			165098		87.55
0094	M&I BANK	R	4/29/2011			165099		200.00
0175	REGISTER OF DEEDS	R	4/29/2011			165100		32.00
6020	TOBY'S CARNIVAL INC	R	4/29/2011			165101		989.84
1	WAGNER, MIKE	R	4/29/2011			165102		21.53
1108	WESTAR ENERGY	R	4/29/2011			165103		35.22
1	LENEXA POLICE DEPARTMENT	R	5/02/2011			165126		595.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	5/03/2011			165127		343.11
1222	ALL SEASONS CARPET	R	5/03/2011			165128		553.87
6601	ALLIED WASTE SERVICES	R	5/03/2011			165129		1,022.84
6595	AMAZON.COM	R	5/03/2011			165131		5,225.01
6261	COMFORT PRODUCTS DISTRIBUTING	R	5/03/2011			165135		5,068.58
6358	FIRE X INC	R	5/03/2011			165136		150.00
6679	HUMAN RESOURCES MANAGEMENT ASS	R	5/03/2011			165137		50.00
1370	KDH&E	R	5/03/2011			165138		487.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 M&I Bank
 DATE RANGE: 4/20/2011 THRU 5/03/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6682	MID-STATES FITNESS REPAIR	R	5/03/2011			165139		250.00
5988	SETON IDENTIFICATION PRODUCTS	R	5/03/2011			165140		485.29
6684	PSU STUDENTS IN FREE ENTERPRIS	R	5/03/2011			165141		500.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	5/03/2011			165142		3.00
2350	WCA WASTE SYSTEMS INC	R	5/03/2011			165143		566.72
0011	AMERICAN ELECTRIC INC	E	4/20/2011			999999		688.51
0026	STANDARD INSURANCE COMPANY	E	5/02/2011			999999		1,205.95
0034	CRONISTER BROTHERS, INC	E	4/27/2011			999999		1,400.56
0039	BATTERY MART INC	E	4/27/2011			999999		165.90
0046	ETTINGERS OFFICE SUPPLY	E	4/27/2011			999999		1,719.02
0054	JOPLIN SUPPLY COMPANY	E	4/27/2011			999999		490.89
0055	JOHN'S SPORT CENTER	E	4/27/2011			999999		65.98
0063	LOCKE WHOLESALE SUPPLY	E	4/20/2011			999999		988.00
0065	KONE INC.	E	4/27/2011			999999		3,468.15
0068	BROOKS PLUMBING LLC	E	4/27/2011			999999		185.74
0075	RYAN'S DRIVE-THRU CLEANER	E	4/27/2011			999999		402.40
0078	SUPERIOR LINEN SERVICE	E	4/27/2011			999999		266.57
0083	WATER PRODUCTS INC	E	4/27/2011			999999		1,244.34
0084	INTERSTATE EXTERMINATOR, INC.	E	4/27/2011			999999		70.00
0087	FORMS ONE	E	4/27/2011			999999		1,049.26
0088	D & H LEASING INC	E	4/27/2011			999999		499.33
0101	BUG-A-WAY INC	E	4/27/2011			999999		80.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0105	PITTSBURG AUTOMOTIVE INC	E	4/27/2011			999999		2,043.22
0107	BILLY L RINK	E	4/27/2011			999999		55.00
0112	MARRONES INC	E	4/27/2011			999999		312.60
0117	THE MORNING SUN	E	4/27/2011			999999		381.56
0128	VIA CHRISTI HOSPITAL	E	4/27/2011			999999		1,285.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	4/27/2011			999999		14,500.00
0145	BROADWAY LUMBER COMPANY, INC.	E	4/27/2011			999999		1,146.18
0154	BLUE CROSS & BLUE SHIELD	D	4/22/2011			999999		23,695.17
0154	BLUE CROSS & BLUE SHIELD	D	4/29/2011			999999		23,117.47
0154	BLUE CROSS & BLUE SHIELD	D	5/02/2011			999999		3,438.63
0154	BLUE CROSS & BLUE SHIELD	D	5/03/2011			999999		23,908.19
0163	O'REILLY AUTOMOTIVE INC	E	4/27/2011			999999		78.97
0177	BOOK WHOLESALERS INC	E	4/27/2011			999999		111.90
0179	FILTER-TEK, INC.	E	4/27/2011			999999		15.38
0181	INGRAM	E	4/27/2011			999999		78.52
0185	MISSION CLAY PRODUCTS LLC	E	4/27/2011			999999		46.60
0191	XEROX CORP	E	4/27/2011			999999		373.16
0199	KIRKLAND WELDING SUPPLIES	E	4/27/2011			999999		169.62
0200	SHERWIN WILLIAMS COMPANY	E	4/27/2011			999999		3,806.46
0201	SPICER-ADAMS WELDING, INC.	E	4/27/2011			999999		525.85
0207	PEPSI-COLA BOTTLING CO OF PITT	E	4/27/2011			999999		335.15
0224	KDOR	D	4/20/2011			999999		3,167.34

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0253	TAMARA N NAGEL	E	5/03/2011			999999		258.24
0276	JOE SMITH COMPANY, INC.	E	4/27/2011			999999		141.48
0278	LAWSON PRODUCTS INC	E	4/27/2011			999999		37.05
0282	VIA CHRISTI HOSPITAL	E	4/27/2011			999999		682.78
0286	R&R PRODUCTS INC	E	4/27/2011			999999		307.06
0289	TITLEIST	E	4/27/2011			999999		180.64
0292	UNIFIRST CORPORATION	E	4/27/2011			999999		83.03
0294	COPY PRODUCTS INC	E	4/27/2011			999999		3,342.74
0300	PITTSBURG FORD-MERCURY, INC.	E	4/27/2011			999999		1,503.68
0305	BBD SYSTEMS INC	E	4/27/2011			999999		81.00
0306	CASTAGNO OIL CO INC	E	4/27/2011			999999		78.24
0328	KANSAS ONE-CALL SYSTEM	E	4/27/2011			999999		218.40
0329	O'MALLEY IMPLEMENT CO INC	E	4/27/2011			999999		823.26
0335	CUSTOM AWARDS PLUS INC	E	4/27/2011			999999		28.20
0337	CROSS-MIDWEST TIRE	E	4/27/2011			999999		151.25
0339	GENERAL MACHINERY	E	4/20/2011			999999		2,313.78
0345	VICTOR L PHILLIPS CO	E	4/27/2011			999999		108.12
0347	LYNN'S QUICK LUBE	E	4/27/2011			999999		72.90
0373	BROADWAY ELECTRONICS INC	E	4/27/2011			999999		79.35
0375	CONVENIENT WATER COMPANY	E	4/27/2011			999999		30.00
0420	CONTINENTAL RESEARCH CORP	E	4/27/2011			999999		634.58
0422	DEMCO INC	E	4/27/2011			999999		395.07

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0429	LORD ELECTRIC	E	4/27/2011			999999		250.00
0431	SOUND TUNING	E	4/27/2011			999999		600.00
0516	AMERICAN CONCRETE CO INC	E	4/27/2011			999999		1,462.27
0525	3M	E	4/27/2011			999999		387.00
0526	KDH&E	E	4/27/2011			999999		40.00
0526	KDH&E	E	5/03/2011			999999		50.00
0534	TYLER TECHNOLOGIES	E	4/27/2011			999999		3,345.00
0551	DATA FLOW	E	4/27/2011			999999		45.28
0589	BERRY TRACTOR & EQUIPMENT	E	4/27/2011			999999		206.06
0704	NEPTUNE RADIATOR AND AUTO	E	4/27/2011			999999		319.50
0709	BATES SALES COMPANY INC	E	4/27/2011			999999		696.67
0710	HOLLAND ALIGNMENT	E	4/27/2011			999999		49.95
0714	SHARE CORPORATION	E	4/27/2011			999999		88.59
0746	CDL ELECTRIC COMPANY INC	E	4/27/2011			999999		268.28
0786	RICHARD RHEUMS	E	4/27/2011			999999		76.65
0803	OLD DOMINION BRUSH CO	E	4/27/2011			999999		964.53
0805	BROADWAY ANIMAL HOSPITAL	E	4/27/2011			999999		449.00
0806	JOHN L CUSSIMANIO	E	4/27/2011			999999		440.00
0823	TOUCHTON ELECTRIC INC	E	4/27/2011			999999		2,152.65
0837	BLACKBURN MANUFACTURING CO	E	4/27/2011			999999		95.68
0844	HY-FLO EQUIPMENT CO	E	4/27/2011			999999		274.98
0961	KANSAS JUDICIAL COUNCIL	E	4/27/2011			999999		110.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1013	SAFETY FIRST SUPPLY CO., LLC	E	4/27/2011			999999		114.92
1030	FREDDY VAN'S INC	E	4/27/2011			999999		6,700.00
1150	INDUSTRIAL SALES CO INC	E	4/27/2011			999999		177.62
1293	TEE'S PLUS	E	4/27/2011			999999		358.40
1435	CDL ELECTRIC COMPANY INC	E	4/27/2011			999999		92.24
1478	KANSASLAND TIRE OF PITTSBURG	E	4/27/2011			999999		166.64
1490	ESTHERMAE TALENT	E	4/27/2011			999999		25.00
1619	MIDWEST TAPE	E	4/27/2011			999999		614.05
1631	EVERYTHING SEW SEW	E	4/27/2011			999999		84.50
1704	AMERICAN MEDIA INVESTMENTS	E	4/27/2011			999999		180.00
1792	B&L WATERWORKS SUPPLY INC	E	4/27/2011			999999		583.95
1923	AUTOZONE	E	4/27/2011			999999		159.97
1991	CHIEF STATE BOILER INSPECTOR	E	4/27/2011			999999		90.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	4/27/2011			999999		343.43
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	4/27/2011			999999		384.60
2707	THE LAWNSCAPE COMPANY, INC.	E	4/27/2011			999999		1,152.25
2960	PACE ANALYTICAL SERVICES INC	E	4/27/2011			999999		1,006.00
3079	COMMERCE BANK	D	4/25/2011			999999		20,578.01
3248	AIRGAS MID-SOUTH, INC	E	4/27/2011			999999		1,328.44
3288	HOLIDAY TERRACE LLC	E	4/27/2011			999999		96.00
3697	LR ENTERPRISES LLC	E	4/27/2011			999999		87.60
3971	FASTENAL COMPANY	E	4/27/2011			999999		168.24

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3972	WASHINGTON ELECTRONICS INC	E	4/27/2011			999999		34.00
4023	ZOLL MEDICAL CORP	E	4/27/2011			999999		497.50
4059	PSU QUICK PRINT	E	4/27/2011			999999		420.71
4133	T.H. ROGERS HOMECENTER	E	4/27/2011			999999		298.14
4183	BARBIZON LIGHT	E	4/27/2011			999999		63.98
4186	KEN WILKERSON	E	4/27/2011			999999		5,670.00
4272	INTERNATIONAL CODE COUNCIL INC	E	4/27/2011			999999		125.00
4307	HENRY KRAFT, INC.	E	4/27/2011			999999		24.48
4312	GOLD MECHANICAL INC	E	4/27/2011			999999		312.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	4/27/2011			999999		1,694.88
4572	KANSAS RURAL WATER ASSOCIATION	E	4/27/2011			999999		375.00
4624	COVERT ELECTRIC MACHINERY, INC	E	4/27/2011			999999		415.26
4638	SOUND PRODUCTS	E	4/27/2011			999999		46.35
4711	RANDOM HOUSE, INC.	E	4/27/2011			999999		457.91
4766	ACCURATE ENVIRONMENTAL	E	4/27/2011			999999		1,447.99
4784	SBS	E	4/27/2011			999999		1,344.00
5049	CRH COFFEE INC	E	4/27/2011			999999		82.60
5238	JAMES R VANDERPOOL	E	4/27/2011			999999		600.00
5275	US LIME COMPANY-ST CLAIR	E	4/27/2011			999999		7,007.00
5340	COMMERCE BANK TRUST	E	5/03/2011			999999		17,788.13
5391	GLASS DEPOT LLC	E	4/27/2011			999999		450.68
5558	MALLE SERVICE & SUPPLY	E	4/27/2011			999999		20.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5640	CORRECT CARE SOLUTIONS LLC	E	4/27/2011			999999		52.50
5668	COUNTRYSIDE ANIMAL HOSPITAL OF	E	4/27/2011			999999		119.25
5791	HOSPITAL DISTRICT #1 OF CRAWFO	E	4/27/2011			999999		265.44
5855	SHRED-IT USA INC	E	4/27/2011			999999		82.39
5886	LEISURE TIME PRODUCTS INC	E	4/27/2011			999999		50.00
5892	LAFORGE AND BUDD CONSTRUCTION	E	4/21/2011			999999		69,319.10
6191	MARADETH FREDERICK	E	4/27/2011			999999		600.00
6203	SOUTHWEST PAPER CO INC	E	4/27/2011			999999		1,277.16
6253	DWAYNE O'BRIEN	E	4/27/2011			999999		1,950.24
6262	CLEAN THE UNIFORM COMPANY	E	4/27/2011			999999		598.95
6309	TAMMY FRYE	E	4/27/2011			999999		400.00
6402	BEAN'S TOWING & AUTO BODY	E	4/27/2011			999999		275.00
6423	JCI INDUSTRIES INC	E	4/27/2011			999999		485.00
6494	BRIAN'S APPLIANCE REPAIR & INS	E	4/27/2011			999999		58.00
6528	GALE GROUP	E	4/27/2011			999999		502.21
6576	JOHN M ELLSWORTH CO INC	E	4/27/2011			999999		171.39
6652	JOHNNY VILELA	E	4/27/2011			999999		923.00

* * T O T A L S * *		NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:		27	23,204.67	0.00	23,204.67
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		6	97,904.81	0.00	97,904.81
EFT:	138		193,397.80	71.40	193,469.20
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: 80144	TOTALS:	171	314,507.28	71.40	314,435.88
BANK: 80144	TOTALS:	171	314,507.28	71.40	314,578.68	

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0623	CALVIN JONES	E	4/25/2011			999999		180.00
0779	PITTSBURG COMMUNITY THEATRE	E	4/25/2011			999999		87.64
0779	PITTSBURG COMMUNITY THEATRE	E	5/02/2011			999999		87.64
0866	AVFUEL CORPORATION	E	4/25/2011			999999		30,579.26
0866	AVFUEL CORPORATION	E	5/02/2011			999999		30,646.47
2223	PITNEY BOWES	E	4/25/2011			999999		180.05
3884	MARK D. TURNBULL	E	5/02/2011			999999		60.00
4957	BOB GILMORE	E	4/25/2011			999999		154.41
5482	JUSTIN HART	E	4/25/2011			999999		29.95
5609	RON WHITE	E	4/25/2011			999999		273.00
6034	JEFF WILBERT	E	4/25/2011			999999		303.50
6508	JOHN H BAILEY	E	5/02/2011			999999		22.00

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	12	62,603.92	0.00	62,603.92
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS:	0			
VENDOR SET: 99 BANK: EFT TOTALS:	12	62,603.92	0.00	62,603.92
BANK: EFT TOTALS:	12	62,603.92	0.00	62,603.92

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6266	KENNETH JOSEPH BRADY	R	5/02/2011			165104		269.00
1616	CITY OF PITTSBURG	R	5/02/2011			165105		37.00
6585	CLASS HOMES 1 LLC	R	5/02/2011			165106		84.00
6182	ALAN FELDHAUSEN	R	5/02/2011			165107		450.00
6168	K AND B RENTALS LLC	R	5/02/2011			165108		156.00
5567	TERRE KNOLL	R	5/02/2011			165109		275.00
1601	GRAIG MOORE	R	5/02/2011			165110		190.00
6517	STACE MORRIS	R	5/02/2011			165111		1,731.00
5699	JON PRIDEAUX	R	5/02/2011			165112		225.00
6451	NAZAR SAMAN	R	5/02/2011			165113		355.00
3406	JON SCHWENKER	R	5/02/2011			165114		208.00
5834	DENNIS TROUT	R	5/02/2011			165115		303.00
6437	FRED VAN BECELAERE	R	5/02/2011			165116		625.00
4636	WESTAR ENERGY, INC. (HAP)	R	5/02/2011			165117		870.00
0140	A&M RENTALS	E	5/03/2011			999999		1,521.00
0266	JOHN S KUTZ	E	5/03/2011			999999		870.00
0372	CONNER REALTY	E	5/03/2011			999999		530.00
0855	CHARLES HOSMAN	E	5/03/2011			999999		509.00
0969	SEK-CAP INC	E	5/03/2011			999999		15.00
1008	BENJAMIN M BEASLEY	E	5/03/2011			999999		860.00
1231	JOHN LOVELL	E	5/03/2011			999999		285.00
1454	BETTY J WILSON	E	5/03/2011			999999		234.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1542	LARRY SHANKS	E	5/03/2011			999999		286.00
1603	GARY SAKER	E	5/03/2011			999999		503.00
1609	PHILLIP H O'MALLEY	E	5/03/2011			999999		3,977.00
1638	VERNON W PEARSON	E	5/03/2011			999999		844.00
1649	HAROLD O'MALLEY	E	5/03/2011			999999		280.00
1688	DORA WARE	E	5/03/2011			999999		1,571.00
1961	DUSTIN D MAJOR	E	5/03/2011			999999		254.00
1982	KENNETH STOTTS	E	5/03/2011			999999		3,669.00
2073	BRET M BULLARD	E	5/03/2011			999999		223.00
2256	TODD MERANDO	E	5/03/2011			999999		207.00
2304	DENNIS HELMS	E	5/03/2011			999999		701.00
2339	CHRIS WINDSOR	E	5/03/2011			999999		162.00
2348	MARY D VANLEEUWEN	E	5/03/2011			999999		731.00
2398	WILLIAM E SAMSON	E	5/03/2011			999999		326.00
2542	CHARLES YOST	E	5/03/2011			999999		1,097.00
2624	JAMES ZIMMERMAN	E	5/03/2011			999999		2,037.00
2718	KENNETH B DUTTON	E	5/03/2011			999999		540.00
2850	VENITA STOTTS	E	5/03/2011			999999		454.00
2913	KENNETH N STOTTS JR	E	5/03/2011			999999		502.00
3067	STEVE BITNER	E	5/03/2011			999999		5,404.00
3082	JOHN R JONES	E	5/03/2011			999999		457.00
3114	PATRICIA BURLESON	E	5/03/2011			999999		1,370.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3142	COMMUNITY MENTAL HEALTH CENTER	E	5/03/2011			999999		824.00
3162	THOMAS A YOAKAM	E	5/03/2011			999999		373.00
3187	DEAN POWELL	E	5/03/2011			999999		635.00
3193	WILLIAM CROZIER	E	5/03/2011			999999		1,324.00
3218	CHERYL L BROOKS	E	5/03/2011			999999		450.00
3241	CHARLES P SIMPSON	E	5/03/2011			999999		197.00
3252	LINDA S LLOYD	E	5/03/2011			999999		635.00
3272	DUNCAN HOUSING LLC	E	5/03/2011			999999		3,632.00
3273	RICHARD F THENIKL	E	5/03/2011			999999		694.00
3294	JOHN R SMITH	E	5/03/2011			999999		863.00
3317	PHIL MARTIN	E	5/03/2011			999999		233.00
3593	REMINGTON SQUARE	E	5/03/2011			999999		7,431.00
3668	MID AMERICA PROPERTIES OF PITT	E	5/03/2011			999999		3,746.00
3708	GILMORE BROTHERS RENTALS	E	5/03/2011			999999		83.00
3724	YVONNE L. ZORNES	E	5/03/2011			999999		814.00
3746	JAROLD BONBRAKE	E	5/03/2011			999999		346.00
3929	MDI LIMITED PARTNERSHIP #49	E	5/03/2011			999999		5,201.00
3978	TBSW HOLDINGS, LLC	E	5/03/2011			999999		195.00
4054	MICHAEL A SMITH	E	5/03/2011			999999		630.00
4154	JOSEPH L. BOURNONVILLE	E	5/03/2011			999999		422.00
4177	MT RENTALS	E	5/03/2011			999999		438.00
4218	MEADOWLARK TOWNHOUSES	E	5/03/2011			999999		1,750.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4308	KENNETH BATEMAN	E	5/03/2011			999999		650.00
4388	RICHARD L PERRY	E	5/03/2011			999999		460.00
4492	PITTSBURG APARTMENTS	E	5/03/2011			999999		4,101.00
4546	C & M PROPERTIES LLC	E	5/03/2011			999999		46.00
4564	TERRY L SIMPSON	E	5/03/2011			999999		397.00
4752	S & N MANAGEMENT, LLC	E	5/03/2011			999999		564.00
4828	LINDA G MARTINSON	E	5/03/2011			999999		179.00
4928	PITTSBURG STATE UNIVERSITY	E	5/03/2011			999999		1,802.00
5036	TRACY STAHL	E	5/03/2011			999999		525.00
5323	JAMES F HUEBNER	E	5/03/2011			999999		371.00
5393	CARLOS ANGELES	E	5/03/2011			999999		484.00
5583	ROBERT L NANKIVELL SR	E	5/03/2011			999999		21.00
5614	JAMES DAVID VAUGHN	E	5/03/2011			999999		550.00
5653	PEGGY HUNT	E	5/03/2011			999999		159.00
5656	EARL HARTMAN	E	5/03/2011			999999		660.00
5660	HERBERT WARING	E	5/03/2011			999999		381.00
5676	BARBARA TODD	E	5/03/2011			999999		245.00
5748	COZY LIVING PROPERTIES INC	E	5/03/2011			999999		139.00
5806	GARY M WILKINSON	E	5/03/2011			999999		233.00
5817	JAMA ENTERPRISES LLP	E	5/03/2011			999999		256.00
5854	ANTHONY A SNYDER	E	5/03/2011			999999		289.00
5870	ANTHONY E SIMONCIC	E	5/03/2011			999999		267.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5896	HORIZON INVESTMENTS GROUP INC	E	5/03/2011			999999		550.00
5897	NIESE WOODY-FAIR	E	5/03/2011			999999		1,812.00
5906	JOHN HINRICHS	E	5/03/2011			999999		197.00
5939	EDNA R TRENT	E	5/03/2011			999999		222.00
5957	PASTEUR PROPERTIES LLC	E	5/03/2011			999999		525.00
6002	SALLY THRELFALL	E	5/03/2011			999999		302.00
6032	TIM J. RIDGWAY	E	5/03/2011			999999		868.00
6062	MARC D SCHROEDER	E	5/03/2011			999999		510.00
6073	REBECCA FOSTER	E	5/03/2011			999999		666.00
6090	RANDAL BENNEFELD	E	5/03/2011			999999		876.00
6108	TILDEN BURNS	E	5/03/2011			999999		677.00
6130	T & K RENTALS LLC	E	5/03/2011			999999		1,794.00
6150	JAMES L COX	E	5/03/2011			999999		322.00
6155	HOUSING AUTHORITY OF DEKALB CO	E	5/03/2011			999999		760.80
6161	MICHAEL J STOTTS	E	5/03/2011			999999		137.00
6172	ANDREW A WACHTER	E	5/03/2011			999999		1,232.00
6186	TROY ROSENSTIEL	E	5/03/2011			999999		514.00
6227	ANGELA BOLLINGER	E	5/03/2011			999999		667.00
6284	FRED TWEET	E	5/03/2011			999999		287.00
6294	RONALD E WUERDEMAN	E	5/03/2011			999999		428.00
6298	KEVAN L SCHUPBACH	E	5/03/2011			999999		4,312.00
6300	MARTY STAHL	E	5/03/2011			999999		223.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP M&I Bank - HAP
 DATE RANGE: 4/20/2011 THRU 5/03/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6306	BALKANS DEVELOPMENT LLC	E	5/03/2011			999999		88.00
6314	PARKVIEW HOUSING INC	E	5/03/2011			999999		754.00
6317	RONALD L EMERSON	E	5/03/2011			999999		176.00
6333	JANA DALRYMPLE	E	5/03/2011			999999		401.00
6380	WAYNE E THOMPSON	E	5/03/2011			999999		555.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	5/03/2011			999999		2,715.00
6394	KEVIN HALL	E	5/03/2011			999999		550.00
6441	HEATHER D MASON	E	5/03/2011			999999		757.00
6442	MELISSA BERMAN	E	5/03/2011			999999		932.00
6443	MEDICALODGES INC	E	5/03/2011			999999		170.00
6446	HUTCHINS RENTAL TRUST ACCOUNT	E	5/03/2011			999999		168.00
6450	PICKET FENCE PROPERTIES INC	E	5/03/2011			999999		650.00
6507	MARTHA E MOORE	E	5/03/2011			999999		469.00
6540	LESTER JONES	E	5/03/2011			999999		260.00
6552	DEBORAH A MCKINSTRY	E	5/03/2011			999999		554.00
6603	BRENT COULTER	E	5/03/2011			999999		235.00
6624	WADE M CAPLINGER	E	5/03/2011			999999		464.00
6628	SEAN HALL	E	5/03/2011			999999		297.00
6633	CHRISTINA OBERLE	E	5/03/2011			999999		265.00
6647	MICHAEL A SMITH	E	5/03/2011			999999		385.00
6657	OZARKS AREA COMMUNITY ACTION C	E	5/03/2011			999999		455.10
6673	JUDIITH A COLLINS	E	5/03/2011			999999		526.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP M&I Bank - HAP
 DATE RANGE: 4/20/2011 THRU 5/03/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
		NO		CHECK AMOUNT		DISCOUNTS		TOTAL APPLIED
	REGULAR CHECKS:	14		5,778.00		0.00		5,778.00
	HAND CHECKS:	0		0.00		0.00		0.00
	DRAFTS:	0		0.00		0.00		0.00
	EFT:	118		103,821.90		0.00		103,821.90
	NON CHECKS:	0		0.00		0.00		0.00
	VOID CHECKS:	0	VOID DEBITS	0.00				
			VOID CREDITS	0.00		0.00		0.00
TOTAL ERRORS: 0								
VENDOR SET: 99	BANK: HAP	TOTALS:	132	109,599.90		0.00		109,599.90
BANK: HAP	TOTALS:	132		109,599.90		0.00		109,599.90

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	4/29/2011			000000		13,739.84
0321	KP&F	D	4/29/2011			000000		30,100.02
0728	ICMA	D	4/29/2011			000000		2,009.55
1050	KPERS	D	4/29/2011			000000		22,673.54
3147	INTERNAL REVENUE SERVICE	D	4/29/2011			000000		67,223.53
6415	ING FINANCIAL ADVISORS	D	4/29/2011			000000		5,016.47
6627	AMERICAN FUNDS SERVICE COMPANY	D	4/29/2011			000000		230.77
0349	UNITED WAY OF CRAWFORD COUNTY	R	4/29/2011			165089		85.42
1503	FAMILY SUPPORT PAYMENT CENTER	R	4/29/2011			165090		138.46
2228	KANSAS PAYMENT CENTER	R	4/29/2011			165091		1,714.33
2577	OK CENTRALIZED SUPPORT RE	R	4/29/2011			165092		130.97
5385	NCO FINANCIAL SYSTEMS, INC.	R	4/29/2011			165093		213.11
5784	JAY W VANDER VELDE	R	4/29/2011			165094		305.54
6135	MCNEARNEY & ASSOCIATES LLC	R	4/29/2011			165095		198.58
6136	US DEPARTMENT OF EDUCATION	R	4/29/2011			165096		173.31
6521	FIRST MUTUAL BANK	R	4/29/2011			165097		210.98
0028	PAYROLL CLEARING	E	4/29/2011			999999		470.00

* * T O T A L S * *		NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:		9	3,170.70	0.00	3,170.70
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		7	140,993.72	0.00	140,993.72
EFT:		1	470.00	0.00	470.00
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: PY	TOTALS:	17	144,634.42	0.00	144,634.42
BANK: PY	TOTALS:		17	144,634.42	0.00	144,634.42
REPORT TOTALS:			336	631,345.52	71.40	631,274.12

Passed and approved this 10th day of May, 2011.

Marty Beezley, Mayor

ATTEST:

Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: TODD KENNEMER
Assistant Director of Public Works

DATE: May 3, 2011

SUBJECT: Agenda Item – May 10, 2011
PUBLIC HEARING
Request to Vacate the Western 12 feet of the North Smelter Street Right-of-way, from 5th Street to 6th Street, adjoining Lots 1 thru 6, Block 9, Pittsburg Town Company 2nd Addition to the City of Pittsburg, Crawford County, Kansas

The Planning and Zoning Commission, in its meeting of April 25, 2011, considered a request submitted by VanBecelaere Machine Shop to vacate the Western 12 feet of the North Smelter Street right-of-way, from 5th Street to 6th Street, adjoining Lots 1 thru 6, Block 9, Pittsburg Town Company 2nd Addition to the City of Pittsburg, Crawford County, Kansas (see attached map) to allow for the expansion of their existing facility.

There are two expansions to be made to the facility. The first is a 5,520 sq. ft. addition to the shop area to be added to the north side of the existing building and the second is a 5,800 sq. ft. addition for covered storage area to be added to the east side of the existing building. The construction of these additions will require the vacation of a 12 foot strip of the Smelter Street right-of-way as well as variances from the required setback.

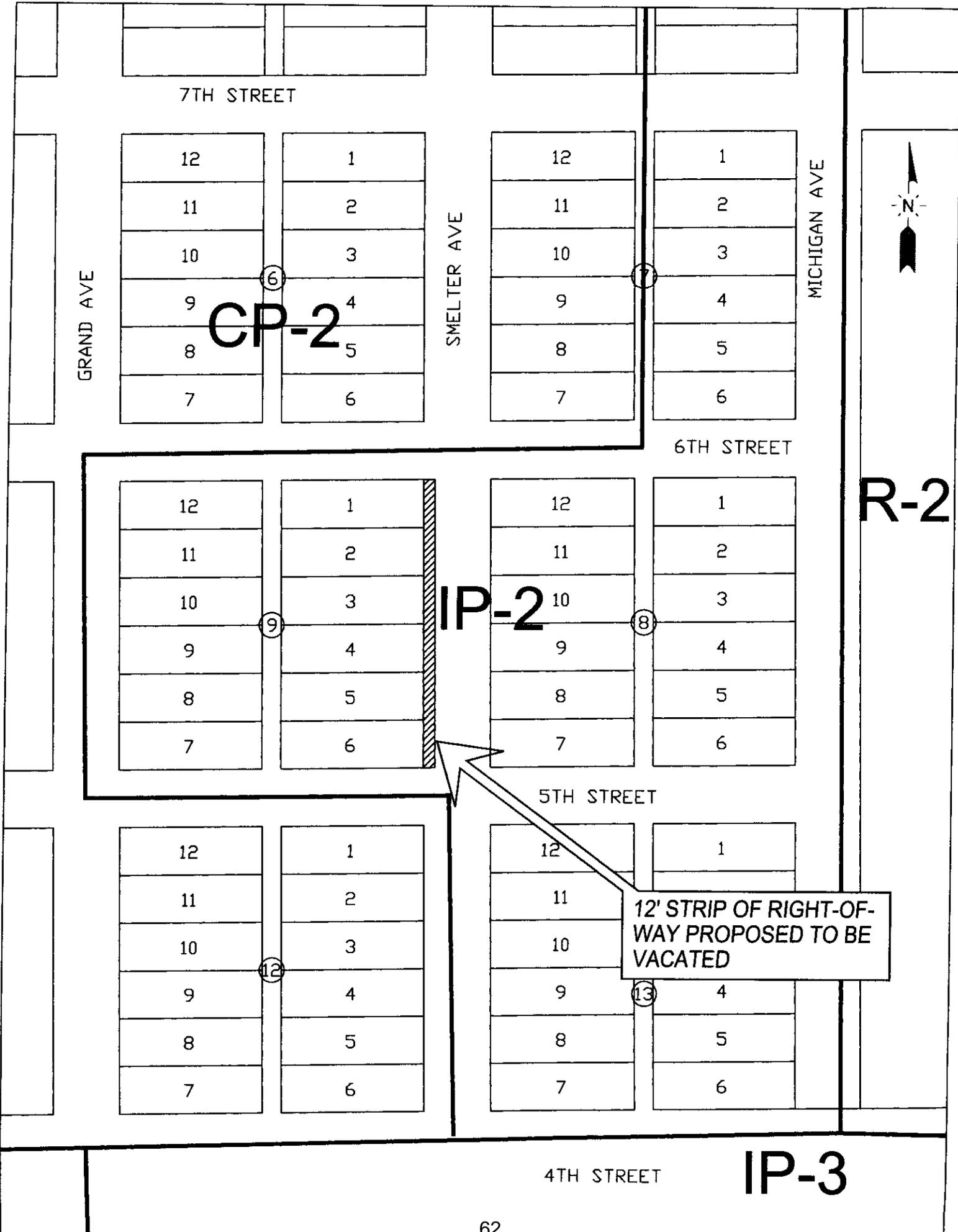
After reviewing all the evidence presented, the Planning and Zoning Commission voted unanimously to recommend to the Governing Body **approval** of this vacation request with the condition an easement be retained for utility purposes. This recommendation will be presented to the Governing Body for their consideration during a **PUBLIC HEARING** scheduled for Tuesday, May 10, 2011. Action being requested is to review this request and, if approved, direct the City Attorney to prepare the necessary Order.

MEMO TO: JOHN VANGORDEN
MAY 3, 2011
PAGE TWO

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

Attachment: Map

cc: Tammy Nagel, City Clerk
William A. Beasley, Director of Public Works
Planning and Zoning Commission File
Memo File

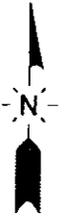


7TH STREET

GRAND AVE

SMELTER AVE

MICHIGAN AVE



CP-2

R-2

IP-2

12' STRIP OF RIGHT-OF-WAY PROPOSED TO BE VACATED

IP-3

6TH STREET

5TH STREET

4TH STREET



DEPARTMENT OF PUBLIC WORKS

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Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: TODD KENNEMER
Assistant Director of Public Works

DATE: May 3, 2011

SUBJECT: Agenda Item – May 10, 2011
Recommendation of the Planning and Zoning Commission
Conditional Use Request to Allow an Electrical Transmission Substation
at the Existing Westar Energy Facilities

The Planning and Zoning Commission, in its meeting of April 25, 2011, considered a request submitted by Westar Energy for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow for the addition of an electrical transmission substation at the existing Westar Energy facilities located at 1900 S. Olive. During this meeting, a representative from Westar Energy indicated that they were in need of a new transformer to keep up with the electricity demands due to the growth of Pittsburg. The existing transformers are located in a fenced-in area at the northwest corner of the Westar Energy property. The new transformer is to be located directly south of, and adjoining, the existing ones. The existing fence, which is 7 feet in height, will be removed and replaced with one that is 9 feet in height and surround all of the transformers. The addition of this transformer will not require any additional services such as sewer, water and parking.

The following criteria are considered when a change of zoning case is heard. Although these criteria are not required when considering a Conditional Use, they are used as a guide:

1. Character of the neighborhood. Industrial/multi-family residential.

MEMO TO: JOHN D. VANGORDEN
MAY 3, 2011
PAGE TWO

2. Zoning and uses of nearby properties. This property is located on US 69 at the edge of the City Limits. Property surrounding this one is zoned RP-3 Planned Medium Density Residential. Property to the east is large wooded lots lying inside the 100-year flood zone. Adjoining the property on the NW and SW are the rights-of-way of the railroad and of US-69. Both rights-of-way are at least 150 feet in width. Adjoining property to the north is occupied by a multi-family apartment building with 12 apartment units. Property on the west side of US-69 contains the City of Pittsburg Wastewater Treatment Plant and a large vacant, wooded area.
3. Suitability of the subject property for the uses to which it is being considered. This is simply an addition to the existing land use. The proposed transformer is separated from residential uses by existing transformers.
4. Length of time the subject property has remained vacant as zoned. NA.
5. The extent to which removal of the restrictions will detrimentally affect the nearby property. None. The use of the land is already established. The additional transformer should have no effect on surrounding properties.
6. Relative gain to public health, safety, & welfare. HS&W of the public will not be affected.
7. Recommendation of professional staff. APPROVE
8. Conformance to Master Plan. NA

After reviewing all the evidence presented, the Planning and Zoning Commission voted unanimously to recommend to the Governing Body **approval** of this request. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 10, 2011. 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, approve 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 simple majority, may deny the request or send it back to the Planning and Zoning Commission for further consideration.

cc: Tammy Nagel, City Clerk
William A. Beasley, Director of Public Works
Planning and Zoning Commission File
Memo File



DEPARTMENT OF PUBLIC WORKS

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(620) 231-4170

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Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

KIM VOGEL
Director of Parks and Recreation

DATE: May 3, 2011

SUBJECT: Agenda Item – May 10, 2011
Resolution - Declaring the Eligibility of the City to Submit an Application to
KDOT for Safe Routes to Schools Program Funds

The City of Pittsburg has been working in conjunction with USD #250 in preparing an application for a KDOT grant to be used to provide funds to create safer routes to schools. The Safe Routes to Schools Program, established by KDOT, provides the opportunity for cities and school districts to examine the routes to schools to be used by students both biking and walking to school and to promote their use.

This program uses a 2-phase approach. The first phase funding is used to create a plan and encourage the 5-E's (Engineering, Education, Enforcement, Encouragement and Evaluation). The second phase funding is used to implement the plan, which will be the construction of any sidewalks, lighting and removal of hazards necessary to provide access to schools. Both phases are 100% funded by KDOT.

The City is requesting the adoption of the attached Resolution, which will accompany the application for the first phase and has a maximum amount of \$15,000. If awarded, these funds will be used to educate children, parents and neighbors about the broad range of transportation choices, provide encouragement for activities to promote biking and walking, and plan and engineer safe access ways to be applied for in Phase II. Although the school district is a part of this application, the application must be submitted by a municipality.

MEMO TO: JOHN D. VANGORDEN
MAY 3, 2011
PAGE TWO

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 10, 2011. Action being requested is to review the Resolution and, thereafter, approve it to be included in the application submitted on behalf of the City of Pittsburg and USD #250.

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

Attachment: Resolution

cc: Kim Vogel, Director of Parks and Recreation
Tammy Nagel, City Clerk
Project File
Memo File

RESOLUTION NO. 1111

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF PITTSBURG TO SUBMIT AN APPLICATION TO THE KANSAS DEPARTMENT OF TRANSPORTATION FOR USE OF SAFE ROUTES TO SCHOOLS FUNDS SET FORTH BY SAFETEA-LU FOR THE PITTSBURG SAFE ROUTES TO SCHOOLS PROJECT IN PITTSBURG USD 250 AND AUTHORIZING THE MAYOR TO SIGN THE APPLICATION.

WHEREAS, the City of Pittsburg, Kansas has the legal authority to apply for, receive and administer Federal, State and other monies through Home Rule Power under the Constitution of the State of Kansas and authorized by K.S.A. 12-1662, regarding the expenditure of Federal Aid to public agencies; and

WHEREAS, the City of Pittsburg, Kansas desires to submit an application to the Kansas Department of Transportation for Safe Routes to Schools funds set forth by SAFETEA-LU; and

WHEREAS, the City of Pittsburg, Kansas is participating in the Kansas Department of Transportation's Safe Routes to Schools program set forth by SAFETEA-LU; and

WHEREAS, Federal monies are available under a Safe Routes to Schools program set forth by SAFETEA-LU, administered by the State of Kansas, Department of Transportation, for the purpose of creating safer routes to schools in Kansas; and

WHEREAS, after appropriate public input and due consideration, the Governing Body of the City of Pittsburg, Kansas, has recommended that an application be submitted to the State of Kansas for the PITTSBURG SAFE ROUTES TO SCHOOLS project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS:

SECTION 1. That the City of Pittsburg, Kansas does hereby authorize the Mayor to submit an application to the Kansas Department of Transportation for Safe Routes to Schools program funds set forth by SAFETEA-LU on behalf of the citizens of the City of Pittsburg, Kansas.

SECTION 2. That the City of Pittsburg, Kansas hereby assures the Kansas Department of Transportation that sufficient funding for the PITTSBURG SAFE ROUTES TO SCHOOLS project is available, as the Safe Routes to Schools program is a reimbursement program.

SECTION 3. That the City of Pittsburg, Kansas hereby assures the Kansas Department of Transportation that sufficient funding for the operation and maintenance of the PITTSBURG SAFE ROUTES TO SCHOOL project will be available for the life of the project.

SECTION 4. That the City of Pittsburg, Kansas hereby assures the Kansas Department of Transportation that the City of Pittsburg, Kansas will have title or permanent easement to the PITTSBURG SAFE ROUTES TO SCHOOLS project by the time of project letting, if necessary.

SECTION 5. That the Mayor of the City of Pittsburg, Kansas is authorized to sign the application to the Kansas Department of Transportation for Safe Routes to Schools program funds set forth by SAFETEA-LU on behalf of the citizens of the City of Pittsburg, Kansas. The Mayor is also authorized to submit additional information as may be required and act as the official representative of the City of Pittsburg in this and subsequent related activities.

SECTION 6. That the City of Pittsburg, Kansas hereby assures the Kansas Department of Transportation that the City of Pittsburg is willing and able to, if the PITTSBURG SAFE ROUTES TO SCHOOLS project is selected for funding; administer all activities involved with the PITTSBURG SAFE ROUTES TO SCHOOLS project.

ADOPTED AND PASSED by the Governing Body of the City of Pittsburg, Kansas, this 10th day of May, 2011.

MAYOR – Marty Beezley

ATTEST:

CITY CLERK – Tammy Nagel

(SEAL)



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

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Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: May 3, 2011

SUBJECT: Agenda Item – May 10, 2011
Agreement Between KDOT and City
Atkinson Road Bridge Improvements
KDOT Project No. 19 U-2000-01

KDOT has prepared and submitted to the City for approval an agreement between the City of Pittsburg and the Secretary of Transportation to participate in funding a bridge and road improvements project on Atkinson Road over Cow Creek based on an 80% State/20% Local grant. By entering into this agreement, KDOT will commit funds to the project. This project bids on May 18th. KDOT will notify the City after the letting the amount to be deposited with the State for the City's portion of the cost for the project. The staff is anticipating a summer 2011 start date. The City Attorney has reviewed this agreement for form.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 10, 2011. Action necessary will be approval or disapproval of the agreement and, if approved, authorize the Mayor and City Clerk to sign this agreement on behalf of the City.

Attachment: Agreement

cc: Tammy Nagel, City Clerk
Project File
Memo File

PROJECT NO. 19 U-2000-01
GRADING, BRIDGE & SEEDING
CITY OF PITTSBURG, KANSAS

A G R E E M E N T

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

The City of Pittsburg, Kansas, hereinafter referred to as the "City,"

Collectively referred to as the "Parties."

PURPOSE: The Secretary has authorized a street improvement project, hereinafter referred to as the "Project." The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets. The City desires to construct the Project on Atkinson Road in the City. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

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

Road improvements on Atkinson Road over Cow Creek.

EFFECTIVE

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

ARTICLE I

THE SECRETARY AGREES:

1. To provide technical information upon request to help the City acquire rights of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of the Kansas Department of Transportation.

2. To let the contract for the Project and shall award the contract to the lowest responsible bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the construction of the Project in accordance with the final design plans and administer the payments due the contractor, including the portion of the cost borne by the City.

3. To require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary

or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim, including but not limited to attorneys fees.

4. To be responsible for eighty percent (80%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering for the Project. The Secretary shall not be responsible for the total actual costs of rights of way, preliminary engineering, and utility adjustments for the Project.

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

ARTICLE II

THE CITY AGREES:

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

2. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of state aid for this Project.

3. To design the Project or contract to have the Project designed in conformity with the state design criteria appropriate for the Project in accordance with the current AASHTO A Policy on Geometric Design of Highways & Streets, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions.

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

- a. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the consultant's control.
- b. Language requiring the consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- c. Language making the Secretary of Transportation of the State of Kansas a third party beneficiary in the agreement between the City and the consultant. Such language shall read:

Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement.

5. The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items performed by the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or the City.

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

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

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

9. To provide all legal descriptions required for right of way acquisition work. The City further agrees to acquire rights of way, easements, and access rights in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of the Kansas Department of Transportation such the City may obtain participation of state funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be sent to the Office of Chief Counsel within the time limits set by the Secretary.

10. Any disposal of or change in the use of rights of way or in access after Project construction will require prior written approval by the Secretary.

11. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final design plans, for the purpose of constructing the highway Project. The Secretary shall not participate in the cost of these rights of way or easements.

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

Except as provided by state law, the expense of the removal or adjustment of the utilities located on public rights of way shall be borne by the owners. The expense of the removal or adjustment of privately owned utilities located on private rights of way or easements shall be borne by the City except as provided by state law. Except where the utility adjustments are participating costs

for the Project, the expense of the removal or adjustment of only privately owned utilities located on private rights of way or easements shall be borne by the City and the Secretary in the same proportion as other approved construction costs as stipulated elsewhere in this Agreement.

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

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

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

16. To provide the construction inspection in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City forces or the consultant. The Secretary does not undertake for the benefit of the City, the contractor, the consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the contractor's errors, omissions, or deviations from the final design plans and specifications. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

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

18. To be responsible for twenty percent (20%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering for the

Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of rights of way, preliminary engineering, and utility adjustments for the Project.

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

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

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

22. To adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way shown on the final design plans for this Project, and it will initiate and proceed with diligence to remove or require the removal of the encroachments. It is further agreed all such encroachments be removed before the Project is advertised for letting (provided, however, if the Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between the City and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, the Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). The City further agrees it will not in the future permit the erection of gas and fuel dispensing pumps upon the rights of way of the Project, and it will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed no less than twelve (12) feet back of the right of way line. All rights of way provided for the Project shall be used solely for public highway purposes and no signs, posters, billboards, roadside stands, fences, structures, or other private installations shall be permitted within the right of way limits except as provided by state law.

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

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

For any hazardous waste site, including, but not limited to, leaking underground storage tanks, the City shall hold harmless, defend, and indemnify the Secretary, its agents and employees

against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

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

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

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

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

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

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

27. To maintain the control of access rights and to prohibit the construction or use of any entrances or access points along the Project other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

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

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

ARTICLE III

THE PARTIES MUTUALLY AGREE:

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

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

3. If any items are found to be non-participating by the Secretary, the total cost of these items will be paid by the City.

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

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

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

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

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

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

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

ATTEST:

THE CITY OF PITTSBURG, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

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

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

CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

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

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

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

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

KANSAS DEPARTMENT OF TRANSPORTATION

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

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

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

NOTIFICATION

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

CLARIFICATION

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

Nondiscrimination Clauses

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

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

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