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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, September 13, 2011
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the August 23, 2011, City Commission Meeting minutes.
- b. Approval of Ordinance No. G-1149, amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection of public health, property, and safety, and the regulation of traffic by adopting by reference the 2011 Edition of the "Standard Traffic Ordinance for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed and repealing Ordinance No. G-1099. **Second Reading - ROLL CALL VOTE.**
- c. Approval of Ordinance No. G-1150, amending Section 54-41 of the Code of the City of Pittsburg, Kansas, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2011 Edition of the "Uniform Public Offense Code for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1098. **Second Reading - ROLL CALL VOTE.**
- d. Approval of Ordinance No. G-1151, providing for the change of certain areas from CP-2 Planned General Commercial to RP-3 Planned Medium Density Residential and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended of the City of Pittsburg, Kansas. (Request of Karl Kraner, 2501 North Walnut). **Second Reading - ROLL CALL VOTE.**
- e. Approval of Ordinance No. G-1152, amending Section 14-102 of the Code of the City of Pittsburg, Kansas, relating to rental and service charges for the storage of aircraft at Atkinson Municipal Airport, to allow the City Commission to review and adjust these fees without amending the Ordinance and also approval of the proposed fee schedule for hangar rental and other miscellaneous fees and charges. **Second Reading - ROLL CALL VOTE.**
- f. Approval of Ordinance No. G-1153 amending Section 18-35 of the Pittsburg City Code to increase building permit fees. **Second Reading - ROLL CALL VOTE.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, September 13, 2011
5:30 PM

- g. Approval of Ordinance No. G-1154 amending Section 62-83, 62-106, and 62-142 of the Pittsburg City Code to increase the fees to apply for change of zoning, zoning amendments, conditional use permits, vacation of streets and alleys, variances, special exceptions and platting of land. **Second Reading - ROLL CALL VOTE.**
- h. Approval of the appointment of Michael Gray, John VanGorden, Mark Turnbull and John Bailey as voting delegates and Bruce Remsberg, Jon Garrison, Megan Fry and Bill Beasley as alternate voting delegates to represent the City at the League of Kansas Municipalities Annual Meeting scheduled for October 8th through 10th, 2011, in Wichita, Kansas.
- i. Approval of an agreement with Vaisala, Inc., of Louisville, Colorado, to provide AviMet Data Link services to the Atkinson Municipal Airport, and authorization for the Mayor to sign the agreement on behalf of the City.
- j. Accept the grant award from the Kansas Housing Resource Corporation and authorize the Mayor to sign the required documents to be submitted to the State of Kansas Housing Resource Corporation.
- k. Approval of the Appropriation Ordinance for the period ending September 13, 2011, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

PUBLIC HEARING:

- a. CITY OF WICHITA, KANSAS, HOSPITAL FACILITIES REVENUE BONDS - A Public Hearing was published to be held at 5:30 p.m. on Tuesday, September 13, 2011, to consider the approval of the issuance, by the City of Wichita, Kansas, of certain Hospital Facilities Refunding and Improvement Revenue Bonds in an aggregate principal amount of not to exceed \$200,000,000 for the purposes of refunding certain outstanding 2001 Hospital Facilities Improvement and Refunding Revenue Bonds and acquiring, constructing, furnishing and equipping certain improvements to hospital facilities including facilities located within the City of Pittsburg. **Following Public Hearing, approve or disapprove issuance of Refunding Bonds and, if approved, adopt Resolution No. 1115.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, September 13, 2011
5:30 PM

SPECIAL PRESENTATION:

- a. **PITTSBURG PUBLIC LIBRARY UPDATE** - Library Director Pat Clement will provide an update on recent and upcoming events at the Library. **Receive for file.**

CONSIDER THE FOLLOWING:

- a. **AVIATION FUEL PRICES** - Staff is requesting Governing Body approval to set retail prices for aviation fuel at the cost established by the City Commission plus 3% for credit card fees and to allow the weekly adjustment of fuel prices based on AvFuel's weekly set cost. **Approve or disapprove staff's request.**
- b. **QUINCY STREET IMPROVEMENTS** - Staff is requesting direction from the Governing Body to determine the scope of improvements to be performed on Quincy Street from the options provided. **Review staff's recommendation and determine the scope of improvements to be performed.**
- c. **AIRSPACE PROTECTION PLANNING** - Staff is requesting Governing Body approval of KDOT's Airport Design and Planning Agreement to provide Airspace Protection Planning. **Approve or disapprove staff's request and, if approved, authorize the Mayor to sign the agreement on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

EXECUTIVE SESSION:

- a. **EXECUTIVE SESSION** - An Executive Session is necessary for discussion regarding personnel matters of non-elected personnel. **Motion to recess into Executive Session for approximately 30 minutes for discussion regarding personnel matters of non-elected personnel.**

ADJOURNMENT

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
August 23rd, 2011

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, August 23rd, 2011, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Marty Beezley presiding and the following members present: Rudy Draper, Michael Gray, John Ketterman and Patrick O'Bryan.

Mary Cash of the Community of Christ provided the invocation.

Boy Scout Troop #14 led the flag salute.

APPROVAL OF MINUTES – AUGUST 3rd, 2011 - On motion of O'Bryan, seconded by Gray, the Governing Body approved the minutes of the August 3rd, 2011, Special City Commission Meeting as submitted. Motion carried.

APPROVAL OF MINUTES – AUGUST 8th, 2011 - On motion of O'Bryan, seconded by Gray, the Governing Body approved the minutes of the August 8th, 2011, Special City Commission Meeting as submitted. Motion carried.

APPROVAL OF MINUTES – AUGUST 9th, 2011 - On motion of O'Bryan, seconded by Gray, the Governing Body approved the minutes of the August 9th, 2011, Special City Commission Meeting as submitted. Motion carried.

APPROVAL OF MINUTES – AUGUST 9th, 2011 - On motion of O'Bryan, seconded by Gray, the Governing Body approved the minutes of the August 9th, 2011, City Commission Meeting as submitted. Motion carried.

CEREAL MALT BEVERAGE LICENSE – EL TACO EXPRESS – On motion of O'Bryan, seconded by Gray, the Governing Body approved the application submitted by El Taco Express to sell Cereal Malt Beverages for the year 2011 at 908 East 4th Street and directed the City Clerk to issue the license. Motion carried.

ORDINANCE NO. G-1149 – On motion of O'Bryan, seconded by Gray, the Governing Body approved Ordinance No. G-1149, amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection of public health, property, and safety, and the regulation of traffic by adopting by reference the 2011 Edition of the "Standard Traffic Ordinance for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed and repealing Ordinance No. G-1099, on first reading. Motion carried.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
August 23rd, 2011

ORDINANCE NO. G-1150 – On motion of O'Bryan, seconded by Gray, the Governing Body approved Ordinance No. G-1150, amending Section 54-41 of the Code of the City of Pittsburg, Kansas, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2011 Edition of the "Uniform Public Offense Code for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1098, on first reading. Motion carried.

ORDINANCE NO. G-1151 – On motion of O'Bryan, seconded by Gray, the Governing Body approved Ordinance No. G-1151, providing for the change of certain areas from CP-2 Planned General Commercial to RP-3 Planned Medium Density Residential and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended of the City of Pittsburg, Kansas, on first reading. Motion carried. (Request of Karl Kraner, 2501 North Walnut)

ORDINANCE NO. G-1152 – On motion of O'Bryan, seconded by Gray, the Governing Body approved Ordinance No. G-1152, amending Section 14-102 of the Code of the City of Pittsburg, Kansas, relating to rental and service charges for the storage of aircraft at Atkinson Municipal Airport, to allow the City Commission to review and adjust these fees without amending the Ordinance and also approval of the proposed fee schedule for hangar rental and other miscellaneous fees and charges, on first reading. Motion carried.

ORDINANCE NO. G-1153 – On motion of O'Bryan, seconded by Gray, the Governing Body approved Ordinance No. G-1153 amending Section 18-35 of the Pittsburg City Code to increase building permit fees, on first reading. Motion carried.

ORDINANCE NO. G-1154 – On motion of O'Bryan, seconded by Gray, the Governing Body approved Ordinance No. G-1154 amending Section 62-83, 62-106, and 62-142 of the Pittsburg City Code to increase the fees to apply for change of zoning, zoning amendments, conditional use permits, vacation of streets and alleys, variances, special exceptions and platting of land, on first reading. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Gray, the Governing Body approved the Appropriation Ordinance for the period ending August 23rd, 2011, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman and O'Bryan. Motion carried.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
August 23rd, 2011

DANCE HALL LICENSE – 505 – On motion of Beezley, seconded by Draper, the Governing Body approved the request submitted by Mr. Michael Sittner to renew the Dance Hall license for 505 Club, 505 North Broadway and directed the City Clerk to issue the license. Motion carried.

EXECUTIVE SESSION - On motion of Draper, seconded by Ketterman, the Governing Body recessed into Executive Session not to exceed 15 minutes for discussion regarding items deemed confidential in the attorney/client relationship. Motion carried.

The Governing Body recessed into Executive Session at 5:37 p.m.

The Governing Body reconvened into Special Session at 5:45 p.m.

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

PUBLIC UTILITIES BUILDING – On motion of Ketterman, seconded by O'Bryan, the Governing Body approved Change Order No. 2 reflecting a decrease of \$63,111.60, final payment to General Service Corp., of Oswego, Kansas, in the amount of \$1,676.90, and payment of \$54,000 to Mesco Building Systems, for the Public Utilities Maintenance Building Project, and authorized the Interim City Manager to execute all further necessary paperwork to close out this project. Motion carried.

AVIATION FUEL PRICES - On motion of Ketterman, seconded by Draper, the Governing Body approved staff recommendation to increase fuel prices at Atkinson Municipal Airport from \$0.75 above City cost to \$0.90 above City cost for locals and from \$1.00 above City cost to \$1.30 above City cost for transient flights; approved an AvFuel Contract Fuel Program; and approved a \$0.05 discount on Jet A fuel sold using an AvFuel Contract Fuel credit card. Motion carried.

ADJOURNMENT: On motion of O'Bryan, seconded by Gray, the Governing Body adjourned the meeting at 6:10 p.m. Motion carried.

Marty Beezley, Mayor

ATTEST:

Tammy Nagel, City Clerk



Interoffice Memorandum

TO: John VanGorden, Interim City Manager

FROM: Tammy Nagel, City Clerk

DATE: September 1, 2011

SUBJECT: Agenda Item – September 13th, 2011
Selection of League Voting Delegates

We have received notification from the League of Kansas Municipalities that we must again provide the names of our four voting delegates and four alternate delegates for the 2011 League of Kansas Municipalities Meeting scheduled for October 8th – 10th, 2011, in Wichita, Kansas, Kansas. The voting delegates will vote on behalf of the City of Pittsburg at the Business & Policy Session on Monday, October 10th, 2011.

The League will need to have our voting delegates registered prior to the meeting. Based on those members of the City Commission and staff that have indicated they plan to attend this year's meeting (this year only three staff members are registered to attend), I am recommending the following:

Voting Delegates

1. Michael Gray
2. John VanGorden
3. Mark Turnbull
4. John Bailey

Alternates

1. Bruce Remsberg
2. Jon Garrison
3. Megan Fry
4. Bill Beasley

If you have any questions, or if you would like to make other suggestions concerning our representation this year, please let me know.



RECEIVED

August 18, 2011

AUG 23 2011

Dear City Clerks or City Managers/City Administrators:

Pittsburg City Clerk

We are pleased the League's Annual Conference in Wichita, October 8-10, 2011 is shaping up to be an exciting experience. We have an outstanding program of speakers, panel discussions and workshops planned which are highlighted in the July issue of the *Kansas Government Journal*.

I am writing to invite your city governing body to register its League voting delegates. State law provides that the governing body of each member city of the League may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League. League bylaws provide that a city voting delegate or alternate delegate qualifies by having his or her name, city title and address registered with the executive director.

Each member city needs to file new registration forms with the **League of Kansas Municipalities, 300 SW 8th Avenue, Topeka, KS 66603, by Friday, September 9th**.

Article 4, Sec. 5 of the League Bylaws prescribes the total number of votes provided to each member city based on population. The number of delegate registration forms enclosed is based on the following table.

City Population	No. Votes	No. Delegate Forms	No. Alternate Forms
1 - 2,500	1	1	1
2,501 - 7,500	2	2	2
7,501 - 17,500	3	3	3
17,501 - 37,500	4	4	4
37,501 - 77,500	5	5	5
77,501 - 117,500	6	6	6
117,501 - 157,500	7	7	7
157,501 - 197,500	8	8	8
197,501 - 237,500	9	9	9
237,501 - 277,500	10	10	10
277,501 - 355,500	11	11	11
355,501 - 395,500	12	12	12

A business and policy session of city voting delegates will be held on Monday afternoon, October 10th at the conference in Wichita.

I look forward to hearing from you.

Sincerely,

Don Moler
 Executive Director

Enclosures



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: September 6, 2011

SUBJECT: Agenda Item – September 13, 2011
Airport Data Link Services

In December of 2009, the City entered into an agreement with Vaisala, Inc. to provide data link services for the City's automatic weather observation system (AWOS). This agreement included the monthly data service fee of \$100 per month. In February of this year, Vaisala, Inc. updated their satellite feed and, as a result, has been able to provide the service at the reduced price of \$75 per month. They have asked that the City enter into a new Maintenance Agreement reflecting this change. 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, September 13, 2011. Action being requested is to review this agreement and, thereafter, approve or disapprove.

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

Attachment: Maintenance Agreement

cc: Tammy Nagel, City Clerk
Bill Pyle, Airport Manager
Memo File



**MAINTENANCE AGREEMENT
AGREEMENT SUMMARY**

Vaisala: Vaisala Inc. 194 South Taylor Ave. Louisville, CO 80027	Customer:
Contact email:	Contact email:

Vaisala agrees to provide and Customer agrees to accept the indicated Services in accordance with this Maintenance Agreement which consists of this Summary and the Maintenance Agreement Terms and Conditions attached hereto.

The Effective Date of this Agreement is _____, 20____.

The Initial Term of this Agreement is _____ year(s).

Services (check as applicable)
Preventive Maintenance and Scheduled Service
Equipment Restoration
Data Service

Equipment (check as applicable)	Manufacturer/Model
VOR	
DME	
LOC	
GS	
AWOS	
RVR	
RWIS	
NDB	
Control Tower	
Markers	

Data Services (check as applicable)
AviMet Data Link
NLDN Data - Service Size:
GLD 360 - Service Size:

Fees	
Annual Fee	\$ _____, billed
Unplanned Outage Fee	\$ _____ per day (ex: lightning strike, bird strike)
Facility Visit Fee	\$ _____ per day (ex: Flight Checks)
Holiday Fee	\$ _____ per day additional
Cancellation/Delay Fee	\$ _____ per day

Customer Spare Parts	Customer Test Equipment

Additional Terms

Invoice Contact:

Name: _____

Address: _____

Phone: _____

Email: _____

Airport Contact:

Name: _____

Address: _____

Phone: _____

Email: _____

Vaisala Inc.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DATA SERVICES TERMS AND CONDITIONS

1. **Term.** Unless earlier terminated as provided in this Agreement, this Agreement will commence on the Effective Date for the Initial Term. This Agreement shall thereafter be automatically renewed for successive one-year terms until either party delivers to the other written notice not less than sixty (60) days prior to the end of the then current term of such party's intent to terminate this Agreement as of the end of the then-current term. Customer agrees that Vaisala may increase each of the fees provided for in this Agreement by up to 3% upon each renewal of the term of this Agreement with 60 day notice to the Customer.

2. **Description of Data Services.**

2.1. AviMet Data Link is an automated weather dissemination service for the distribution of Automated Weather Observation System ("AWOS") data to the FAA's Weather Message Switching Center Replacement ("WMSCR") System. Vaisala shall provide the AWOS observations to WMSCR in accordance with FAA specifications, every twenty (20) minutes twenty-four (24) hours per day, seven (7) days per week.

3. **Customer Responsibilities.**

3.1. Customer shall be responsible for monitoring the status of the systems following maintenance by Vaisala;

3.2. Customer shall be responsible for providing transportation and/or access for Vaisala personnel between the airport and the location of the Equipment;

3.3. Customer shall be responsible for providing security in and around the Equipment to be maintained under the Agreement;

3.4. Customer shall be responsible for any loss or damage to the Equipment for reasons other than the fault of Vaisala and for providing any insurance Customer may desire to cover any such loss or damage.;

3.5. Customer shall be responsible for the issuance of all NOTAMS (Notice to Airmen) relating to the status of the facilities to be maintained under this Agreement; and

3.6. Customer shall be responsible for maintaining the grounds and buildings associated with the NAVAIDS (Navigational Aids) and Equipment in good repair and in compliance with all FAA and all applicable laws.

4. **Compensation.** Customer shall pay Vaisala for providing the Services and for other work as follows:

4.1. Annual Fee. Except for the services provided below, Customer agrees to pay Vaisala the annual fee shown on the Agreement Summary for each year of the Initial Term and for each renewal term.

4.2. Restoration Services for Unplanned Outages. If restoration, repairs or other maintenance are required for an unplanned equipment failure or outage, Customer shall pay Vaisala the Unplanned Outage Fee shown on the Agreement Summary. The Unplanned Outage Fee is billed in half-day increments, portal to portal, plus travel costs and expenses.

4.3. Holidays. The following holidays are recognized by Vaisala staff: New Year's Eve, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day. If an equipment failure or outage occurs on any holiday, Customer shall pay Vaisala the Holiday Fee shown on the Agreement Summary in addition to the Unplanned Outage Fee and any other charges due to Vaisala. The Unplanned Outage Fee is billed for each day or part thereof that services are required.

4.4. Facility Visits. At Customer's written request, Vaisala will attend facility visits as required by the FAA provided that these occur at a mutually agreeable time. Customer agrees to compensate Vaisala for facility visits at the Facility Visit Fee shown on the Agreement Summary. The Facility Visit Fee is billed in half-day increments portal to portal, plus travel costs and expenses.

4.5. Cancellations or Delays. If cancellations or delays in excess of four (4) hours occur during the facility visits of Vaisala for the provision of the Services that are caused by Customer, Customer shall pay Vaisala the Cancellation/Delay Fee shown on the Agreement Summary. The Cancellation/Delay Fee is billed in half-day increments, portal to portal, plus travel costs and expenses.

5. **Invoices and Past Due Accounts.**

5.1. Invoices. Invoices will be sent via email to the Customer's Contact Email as shown on page 1 of this Agreement unless Vaisala is otherwise instructed in writing.

5.2. Past Due Amounts. Any sum due Vaisala under this Agreement which is not paid within 30 days of the invoice date shall thereafter bear interest until paid at a rate of eighteen percent (18%) per annum, but in no event at a rate greater than that permitted under applicable law.

6. **Insurance**. If applicable for the data services scope contemplated herein, Vaisala shall maintain aviation products and completion liability and general liability insurance during any terms of this Agreement. Vaisala shall also maintain workers compensation and unemployment insurance as required by law.

7. **Termination**. If either party should materially breach a material provision of this Agreement, the other party may terminate this Agreement upon thirty (30) calendar days' written notice unless the breach is cured within such thirty (30) day notice period. In the event of the termination of this Agreement for any reason other than a material breach by Vaisala, Customer shall immediately pay Vaisala for all services provided by Vaisala up to the effective date of termination. Either party shall be entitled to terminate this agreement without reason upon ninety (90) calendar days' notice. Either party shall be entitled to terminate this Agreement immediately by notice in writing to the other party in the event that either party files for bankruptcy, has a petition for bankruptcy filed against it, becomes insolvent, or ceases to carry on business.

8. **Indemnification.**

8.1. By Vaisala. Unless resulting from the negligent, willful or intentional acts or omissions of Customer or its agents, Vaisala agrees to indemnify defend and hold Customer, its officers, directors, employees and agents (collectively, the "Customer Parties") and hold each of them harmless from and against any claims, actions, damages, losses, liabilities, costs and expenses, including but not limited to, attorneys' fees and litigation costs (collectively, the

"Losses"), to which any Customer Party becomes subject to the extent that such Losses arise out of or are based upon any breach by Vaisala of any of its obligations, representations, warranties, or covenants under this Agreement. Vaisala's obligations to indemnify defend and hold harmless will survive the termination of this Agreement for a period of five (5) year from the date of termination. Customer agrees to notify Vaisala within fifteen (15) business days after it has received written notification of such Loss.

8.2. By Customer. Unless resulting from the negligent, willful or intentional acts or omissions of Vaisala or its agents, Customer agrees to indemnify defend and hold Vaisala, its officers, directors, employees and agents (collectively, the "Vaisala Parties") and hold each of them harmless from and against any Losses to which any Vaisala Party becomes subject to the extent that such Losses arise out of or are based upon any breach by Customer of any of its obligations, representations, warranties, or covenants under this Agreement. Customer's obligations to indemnify defend and hold harmless will survive the termination of this Agreement for a period of five (5) year from the date of termination. Vaisala agrees to notify Customer within fifteen (15) business days after it has received written notification of such Loss.

9. **Force Majeure; Other Acts.** Vaisala shall not be responsible for damages or delay in performance caused by acts of God, power outages, lightening, flood, windstorm, rain, snow, strikes, lockouts, accidents and other events beyond the control of Vaisala (each a "Force Majeure Event") provided that Vaisala is without fault in causing or failing to prevent such occurrence. In addition, Vaisala is not responsible for damage due to vandalism or tampering by unauthorized individuals or for any design, engineering, installation or manufacturing defects.

10. **Notices.** The parties must submit any notice, demand, consent or other communication required or provided under this Agreement in writing and address or delivered to the address identified on page 1 of this Agreement unless a party notifies the other party in writing of a change of such address. Notice will be deemed received: (i) upon delivery, when personally delivered; (ii) upon receipt, when sent via registered or certified mail; (iii) the next business day, when sent via overnight courier, and (iv) upon sender's receipt of an electronic receipt or acknowledgment, when sent via email.

11. **Miscellaneous.**

11.1. Compliance with Laws. Vaisala, its employees and agents shall comply with all applicable rules and regulations applicable to the airport at which Vaisala is providing the Services.

11.2. Relationship of the Parties. Vaisala is acting as an independent contractor providing services to Customer. Nothing contained in this Agreement will be interpreted or construed to characterize the relationship between Vaisala and Customer as a joint venture or partnership for any purpose. Nothing contained in this Agreement shall create a fiduciary duty between the parties.

11.3. Enforceability. A party's failure to insist upon strict performance of any term of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment of that right or of the party's right to assert or rely upon the terms and conditions of this Agreement.

11.4. Assignment. Neither party shall have any right or ability to assign or transfer any obligations or benefit under this Agreement without the written consent of the other

party, which consent shall not be unreasonably withheld or delayed, except that a party may assign or transfer any rights to receive payments hereunder without the consent of the other party.

11.5. Amendment; Waiver. An amendment or waiver of any term of this Agreement will not be effective unless agreed in writing and properly signed by both parties.

11.6. Severability. If any terms of this Agreement are determined to be invalid or inoperative, this Agreement will be construed as though the invalid or inoperative provisions were deleted. The parties' rights and obligations will be construed and enforced to reflect the parties' original intent to the extent possible.

11.7. Complete Agreement. This Agreement, including the exhibits and attachments, constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or understandings with respect to the subject matter. This Agreement will take precedence with respect to any inconsistency or conflict between this Agreement and an exhibit, attachment or purchase order. No course of dealing, usage of trade or course of performance will be construed to supplement, amend or construe any term, condition or instruction of this Agreement.

11.8. Counterparts. This Agreement may be executed in counterparts each of which will be considered an original, but all of which will constitute one and the same agreement. The signature of any party to a counterpart will be deemed a signature to the Agreement and may be appended to any other counterpart. Facsimile transmission of an executed signature page will be sufficient to bind the executing party.

11.9. Headings. Headings of the sections and paragraphs are inserted for convenience and will not affect the interpretation or construction of this Agreement.

11.10. Choice of Law. This Agreement is governed by the laws of the state of Kansas without regard to its conflicts of law provisions. COMPANY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED TO THIS AGREEMENT.

11.11. Prevailing Party. The prevailing party in any dispute and/or legal action brought hereunder shall be entitled to recover all out-of-pocket costs and expenses (including, but not limited to, court costs and reasonable attorneys' fees) incurred as a result thereof.

11.12. Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto. This Agreement is not intended to and shall not be construed to give any person or entity, other than the parties hereto, any interest, rights or remedies (including, without limitation, any third party beneficiary rights) in connection with this Agreement.

INTEROFFICE MEMORANDUM

To: JOHN VANGORDEN, JON GARRISON, TAMMY NAGEL
From: DEENA HALLACY
CC:
Date: SEPTEMBER 13, 2011
Subject: *AGENDA ITEM: EMERGENCY SHELTER GRANT 2011*

The City of Pittsburg has been granted a conditional award for an Emergency Shelter Grant for 2010. The amount awarded: \$73,895.00.

The fund is simply a pass through with the request coming directly from SEKCAP and the City providing a check in the amount requested. The City's continued responsibility is to ensure the dollars are spent on those items identified in the budget submitted to the State. All of the reports will come from SEKCAP with a copy to the City.

Please place the Emergency Shelter Grant on the Governing Body agenda for their acceptance and approval and approval to submit all appropriate documents.

KANSAS HOUSING



RESOURCES CORPORATION

July 29, 2011

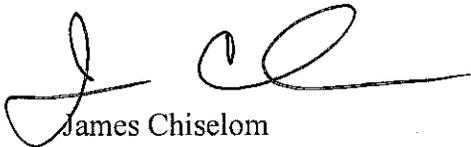
Deena Hallacy
Executive Director, PHA
City of Pittsburg
201 West 4th Street
Pittsburg, KS 66762

Kansas Housing Resources Corporation is pleased to announce your 2011 Emergency Shelter Grant award. These funds have been conditionally awarded. Please advise your sub-recipient, SEK-CAP, Inc., of this award.

Rehabilitation:	-0-
Operations:	\$52,000.00
Essential Services:	\$20,000.00
Homeless Prevention:	-0-
Administration:	\$ 1,895.00
Total Award:	\$73,895.00

If you have questions or need more information, please feel free to contact me.

Cordially,



James Chiselom
Program Manager, Emergency Shelter Grant
Kansas Housing Resources Corporation
611 S. Kansas Ave. Suite 300
(785) 296-7236

ESG Subrecipient A-133 Audit Certification

City of Pittsburg
201 W. 4th St., Pittsburg, KS 66762

July 18, 2011

OMB Circular A-133 - "Audits of Institutions of Higher Education and Other Nonprofit Institutions," requires Kansas Housing Resources Corporation to ensure that subrecipients expending \$500,000 or more in federal funds comply with the audit requirements of OMB Circular A-133. Our records indicate that your institution was/will be a subrecipient of federal funds "passed through" Kansas Housing Resources Corporation for the fiscal year ending 2011. As a result, we request that you complete the following, as applicable, and provide the requested documents, if applicable.

- 12-31-2010
1. Our A-133 audit, for the fiscal year ended _____, has been completed. The schedule of findings and questioned costs disclosed no audit findings and the summary schedule of prior audit findings did not report on the status of any audit findings relating to any Federal award(s) provided to our institution.

(Please sign and return this certification to Kansas Housing Resources Corporation. A copy of your A-133 reporting package need not be included.)

2. Our A-133 audit, for fiscal year ended _____, has been completed and

The schedule of findings and questioned costs disclosed an audit finding(s) relating to a Federal award(s) provided to our institution, **and/or**

The summary schedule of prior audit findings reported on the status of an audit finding(s) relating to a Federal award(s) provided to our institution.

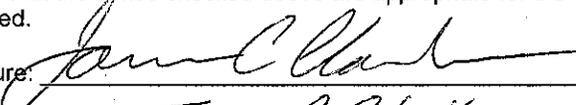
Please reference below the specific audit finding(s) noted in the audit report or summary schedule of prior audit findings.

Finding reference number(s) _____

(Please sign this certification and return it to Kansas Housing Resources Corporation and enclose a copy of your reporting package (i.e., Financial Statements and Schedule of Expenditures of Federal Awards, auditor's report(s), a corrective action plan for audit findings, and a summary schedule of prior audit findings.)

3. Our A-133 audit for the fiscal year ended _____, has not been completed. We expect the audit report to be available by _____ at which time we will forward to Kansas Housing Resources Corporation another copy of this certification, with the appropriate sections completed, and any required information.
4. We are not subject to the audit requirement of A-133.
5. (Explain) _____

I certify that the boxes checked above are appropriate for the institution I represent and all audit findings have been disclosed.

Signature:  Date of Certification: 8-23-2011

Name and Title: James C. Clarkson
Assistant Finance Director

Please address your response to: James Chiselom, ESG Program Manager
Kansas Housing Resources Corporation
611 Kansas Avenue, Ste. 300
Topeka, KS 66604
785-296-0089

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July 2011.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration. Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

SEPTEMBER 13, 2011

MARTY BEEZLEY, MAYOR, CITY OF PITTSBURG

21

Date

Grant Award Conditions
Kansas Emergency Shelter Grant Program

1. The Local Government must match the amount of the State's grant dollar-for-dollar, except for the "Local Government Administration" allocation. Matching funds must be provided *after* the date of the grant award to the grantee. If a hardship would occur in meeting the match exemptions may be requested in writing
2. The terms of the State's grant award, the required local match, and the Local Government's expenditure of grant funds are subject to Federal "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 24 CFR Part 85.
3. All ESG grantees must have signed the "Certification of Local Approval for Nonprofit Organizations" and the, "Local Unit of Government Emergency Shelter Grant Program FY2011 Certifications" contained in the Kansas Emergency Shelter Grant Application before any funds will be distributed.
4. The Local Government's requests for grant funds shall only be for reimbursement of activities, as specifically agreed to in the "Notification of Grant Award" and "Budget Itemization". Any request for changes must be submitted to the Kansas Housing Resources Corporation (Corporation) in writing.
5. When salaries are included in the State's grant award, concurrent with the first reimbursement of salaries, the local Government shall submit the name, title, beginning date, and qualifications of the employee(s).
6. The State will de-obligate, and recapture from the Local Government, any unexpended grant funds after the ending date of grant award, unless an extension is agreed to for completion of activities specified in the "Notification of Grant Award" and "Budget Itemization."
7. The Local Government, and nonprofit organizations to which it distributes Emergency Shelter Grant funds, shall maintain program and fiscal records, and retain such records for a minimum of four years after completion of the State's Final Report to the U.S. Department of Housing and Urban Development or until completion of a State Audit Report.
8. Authorized representatives of the Corporation, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these funds and the receipt of assistance under the ESG Program as may be necessary to make audits, examinations, excerpts, and transcripts.

Any contract or agreement entered into by the Grantee shall contain language comparable to this section so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

9. The Local Government shall submit the Progress and Final Performance Report to the State, as required by the U.S. Department of Housing and Urban Development. The Local Government shall submit any other reports, containing such information and at such times, as may be required by the Kansas Housing Resources Corporation.
10. The Local Government, and nonprofit organizations funded under this grant award, shall acknowledge support of the Kansas Housing Resources Corporation in all public relations materials describing local Emergency Shelter Grant activities.
11. Special Conditions: The specific provisions found in "Contractual Provisions Attachment" (Form DA-146a), attached hereto to be executed by parties to this agreement, and hereby incorporated into this agreement and made a part hereof.

SEPTEMBER 13, 2011

Signature

Date

MARTY BEEZLEY, MAYOR, CITY OF PITTSBURG

Title

BUDGET ITEMIZATION
PAGE 2

LOCAL MATCHING FUNDS

AMOUNT

Donated Materials or Buildings

Value of Lease

Staff Salaries

Volunteer Time

UNITED WAY-\$8,000
KIM WILSON HPRP-\$9,000
SEKCAP/COMMUNITY INKIND-\$34,971
CSBG - \$20,029

Other Non-ESG Sources

TOTAL MATCHING FUNDS
(Must equal Total Approved ESG Expenses.)

I, the undersigned, approve this Budget Itemization.

Financial Officer of Local Government Responsible for ESG Account

Signature

Date

Name **JON GARRISON**

Title **CITY FINANCE DIRECTOR**

() **620-231-4100**

()

Area Code Telephone #

Area Code

Fax #

620-232-3253

VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 8/17/2011 THRU 9/06/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	8/26/2011			166178		
C-CHECK	VOID CHECK	V	8/26/2011			166179		
C-CHECK	VOID CHECK	V	9/06/2011			166249		

* * 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:	3 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	R	8/17/2011			166116		201.00
4263	COX COMMUNICATIONS	R	8/19/2011			166153		19.43
6756	CODY HOBBS	R	8/19/2011			166154		35.00
1545	JRB INDUSTRIES INC	R	8/19/2011			166155		2,800.00
0094	M&I BANK	R	8/19/2011			166156		200.00
1	MID-CONTENENTAL RESTORATION	R	8/19/2011			166157		70.00
0397	PITTSBURG POLICE DEPT	R	8/19/2011			166158		12.05
6755	DANIEL PROFFITT	R	8/19/2011			166159		35.88
1	RAGONESE, TOM	R	8/19/2011			166160		369.23
0175	REGISTER OF DEEDS	R	8/19/2011			166161		12.00
5904	TASC	R	8/19/2011			166162		1,495.44
1108	WESTAR ENERGY	R	8/19/2011			166163		46.00
3516	CITY OF PITTSBURG	R	8/22/2011			166164		50.00
6757	FEDERAL AVIATION ADMINISTRATIO	R	8/22/2011			166165		137.00
6746	JOHNSON COUNTY HOUSING AUTHORI	R	8/23/2011			166166		1,727.86
6445	GENERAL SERVICE CORPORATION	R	8/24/2011			166167		1,676.90
6758	NCI GROUP INC DBA MESCO BUILDI	R	8/24/2011			166168		54,000.00
6462	PKHLS ARCHITECTURE INC	R	8/24/2011			166169		1,055.95
2519	EAGLE BEVERAGE CO INC	R	8/24/2011			166170		71.20
0042	BEITZINGER'S HARDWARE INC	R	8/25/2011			166173		45,809.71
6760	MARTIN J BENELLI	R	8/25/2011			166174		14,066.92
1	BOWKER, GARY	R	8/26/2011			166175		265.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	BUSHEHRI, SIROOS	R	8/26/2011			166176		500.00
4263	COX COMMUNICATIONS	R	8/26/2011			166177		1,517.65
1	FORT SCOTT COMM COLLEGE	R	8/26/2011			166180		50.00
1	KITTERMAN ENTERPRISE	R	8/26/2011			166181		1,800.00
1	LOWE, WILLIAM	R	8/26/2011			166182		100.00
1108	WESTAR ENERGY	R	8/26/2011			166183		35.32
3607	MICROSOFT MSDN SUBSCRIPTIONS	R	8/29/2011			166184		2,299.00
2519	EAGLE BEVERAGE CO INC	R	8/30/2011			166185		335.00
1	LINDA BUTTS AND	R	8/31/2011			166215		4,429.56
1	BUTTS, LINDA	R	8/31/2011			166216		620.44
6354	NOVOTX LLC	R	9/01/2011			166230		4,321.03
3516	CITY OF PITTSBURG	R	9/02/2011			166238		250.00
3516	CITY OF PITTSBURG	R	9/02/2011			166239		8,208.00
0094	M&I BANK	R	9/02/2011			166240		500.00
0175	REGISTER OF DEEDS	R	9/02/2011			166241		17.24
0175	REGISTER OF DEEDS	R	9/02/2011			166242		12.68
1	WILLIAM MAIN	R	9/02/2011			166243		75.00
1	JOSEPH BUTLER	R	9/02/2011			166244		5,002.31
1	LINDA BUTLER	R	9/06/2011			166245		5,127.50
6154	4 STATE MAINTENANCE SUPPLY INC	R	9/06/2011			166246		110.56
2004	AIRE MASTER	R	9/06/2011			166247		30.00
6601	ALLIED WASTE SERVICES	R	9/06/2011			166248		969.52

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6595	AMAZON.COM	R	9/06/2011			166250		5,230.67
6759	BIOLOGIX PRODUCTS GROUP INC	R	9/06/2011			166251		716.43
5966	BOBCAT OF SPRINGFIELD	R	9/06/2011			166252		51.67
6545	CENTER POINT INC	R	9/06/2011			166253		671.73
6192	KATHLEEN CERNE	R	9/06/2011			166254		600.00
5984	CHANNING BETE COMPANY INC	R	9/06/2011			166255		368.97
6358	FIRE X INC	R	9/06/2011			166256		15.75
6703	GT DISTRIBUTORS INC	R	9/06/2011			166257		6,394.00
1935	HUTCHINSON COMMUNITY COLLEGE	R	9/06/2011			166258		435.00
6741	IMAGES BY STACEY	R	9/06/2011			166259		191.00
4644	MIDWAY FORD TRUCK CENTER, INC.	R	9/06/2011			166260		168.35
1847	MILLERS	R	9/06/2011			166261		50,389.94
6308	PITTSBURG TITLE LLC	R	9/06/2011			166262		150.00
6372	SATTERLEE PLUMBING, HEATING &	R	9/06/2011			166263		1,404.87
5242	SI MEMORIALS	R	9/06/2011			166264		383.95
0011	AMERICAN ELECTRIC INC	E	8/24/2011			999999		1,036.14
0026	STANDARD INSURANCE COMPANY	D	9/01/2011			999999		1,233.50
0034	CRONISTER BROTHERS, INC	E	8/24/2011			999999		623.26
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	8/24/2011			999999		1,032.26
0039	BATTERY MART INC	E	8/24/2011			999999		202.51
0046	ETTINGERS OFFICE SUPPLY	E	8/24/2011			999999		837.92
0054	JOPLIN SUPPLY COMPANY	E	8/24/2011			999999		2,341.84

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0055	JOHN'S SPORT CENTER	E	8/24/2011			999999		130.98
0063	LOCKE WHOLESALE SUPPLY	E	8/24/2011			999999		709.82
0074	RUSSELL BELDEN ELECTRIC COMPAN	E	8/24/2011			999999		135.50
0078	SUPERIOR LINEN SERVICE	E	8/24/2011			999999		349.94
0083	WATER PRODUCTS INC	E	8/24/2011			999999		4,400.18
0084	INTERSTATE EXTERMINATOR, INC.	E	8/24/2011			999999		335.00
0087	FORMS ONE	E	8/24/2011			999999		143.88
0088	D & H LEASING INC	E	8/24/2011			999999		171.54
0101	BUG-A-WAY INC	E	8/24/2011			999999		40.00
0105	PITTSBURG AUTOMOTIVE INC	E	8/24/2011			999999		3,147.35
0112	MARRONES INC	E	8/24/2011			999999		72.25
0117	THE MORNING SUN	E	8/24/2011			999999		145.31
0128	VIA CHRISTI HOSPITAL	E	8/24/2011			999999		1,040.00
0129	PROFESSIONAL ENGINEERING CONSU	E	8/24/2011			999999		52,079.65
0133	JIM RADELL CONSTRUCTION INC	E	8/24/2011			999999		420.00
0145	BROADWAY LUMBER COMPANY, INC.	E	8/24/2011			999999		614.38
0146	CHAPMAN'S LOCKSMITHING	E	8/24/2011			999999		40.00
0154	BLUE CROSS & BLUE SHIELD	D	8/19/2011			999999		25,898.76
0154	BLUE CROSS & BLUE SHIELD	D	8/26/2011			999999		17,092.96
0154	BLUE CROSS & BLUE SHIELD	D	9/01/2011			999999		26,858.38
0154	BLUE CROSS & BLUE SHIELD	D	9/02/2011			999999		42,568.94
0163	O'REILLY AUTOMOTIVE INC	E	8/24/2011			999999		76.54

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0177	BOOK WHOLESALERS INC	E	8/24/2011			999999		306.31
0181	INGRAM	E	8/24/2011			999999		59.30
0185	MISSION CLAY PRODUCTS LLC	E	8/24/2011			999999		129.36
0191	XEROX CORP	E	8/24/2011			999999		475.55
0194	KANSAS STATE TREASURER	D	8/31/2011			999999	3,454,323.75	
0199	KIRKLAND WELDING SUPPLIES	E	8/24/2011			999999		48.76
0200	SHERWIN WILLIAMS COMPANY	E	8/24/2011			999999		152.95
0201	SPICER-ADAMS WELDING, INC.	E	8/24/2011			999999		132.00
0207	PEPSI-COLA BOTTLING CO OF PITT	E	8/24/2011			999999		1,793.13
0224	KDOR	D	8/22/2011			999999		2,435.88
0272	BO'S 1 STOP INC	E	8/24/2011			999999		3.67
0273	CHIEF SUPPLY CORPORATION	E	8/24/2011			999999		108.53
0276	JOE SMITH COMPANY, INC.	E	8/24/2011			999999		592.08
0278	LAWSON PRODUCTS INC	E	8/24/2011			999999		28.63
0289	TITLEIST	E	8/24/2011			999999		192.46
0292	UNIFIRST CORPORATION	E	8/24/2011			999999		51.51
0294	COPY PRODUCTS INC	E	8/24/2011			999999		3,929.24
0300	PITTSBURG FORD-MERCURY, INC.	E	8/24/2011			999999		602.04
0306	CASTAGNO OIL CO INC	E	8/24/2011			999999		5.16
0308	DOBRAUC OIL COMPANY INC	E	8/24/2011			999999		26,137.26
0317	KUNSHEK CHAT & COAL CO, INC.	E	8/24/2011			999999		4,146.82
0321	KP&F	D	8/19/2011			999999		323.85

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0337	CROSS-MIDWEST TIRE	E	8/24/2011			999999		119.90
0339	GENERAL MACHINERY	E	8/24/2011			999999		1,758.10
0360	PITTSBURG STEEL & MANUFACTURIN	E	8/24/2011			999999		748.64
0364	CRAWFORD COUNTY SHERIFF	E	8/24/2011			999999		1,380.00
0375	CONVENIENT WATER COMPANY	E	8/24/2011			999999		80.00
0420	CONTINENTAL RESEARCH CORP	E	8/24/2011			999999		143.20
0436	ZEP MANUFACTURING COMPANY	E	8/24/2011			999999		107.21
0489	GAYLORD BROTHERS INC	E	8/24/2011			999999		349.02
0516	AMERICAN CONCRETE CO INC	E	8/24/2011			999999		109.50
0525	3M	E	8/24/2011			999999		387.00
0534	TYLER TECHNOLOGIES	E	8/24/2011			999999		2,154.00
0585	MOLLE MC AUTOMOTIVE INC	E	8/24/2011			999999		108.00
0589	BERRY TRACTOR & EQUIPMENT	E	8/24/2011			999999		661.07
0659	PAYNES INC	E	8/24/2011			999999		1,030.05
0710	HOLLAND ALIGNMENT	E	8/24/2011			999999		475.70
0746	CDL ELECTRIC COMPANY INC	E	8/24/2011			999999		5,799.43
0806	JOHN L CUSSIMANIO	E	8/24/2011			999999		220.00
0823	TOUCHTON ELECTRIC INC	E	8/24/2011			999999		64.00
0947	TOM SLAUGHTER	E	8/24/2011			999999		2,449.00
0953	J A SEXAUER INC	E	8/24/2011			999999		94.35
0969	SEK-CAP INC	E	8/24/2011			999999		7,905.00
1050	KPERS	D	8/19/2011			999999		884.25

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1075	COASTAL ENERGY CORP	E	8/24/2011			999999		45,069.15
1150	INDUSTRIAL SALES CO INC	E	8/24/2011			999999		32.10
1256	ANDERSON ENGINEERING INC	E	8/24/2011			999999		252.80
1478	KANSASLAND TIRE OF PITTSBURG	E	8/24/2011			999999		1,843.14
1490	ESTHERMAE TALENT	E	8/24/2011			999999		25.00
1631	EVERYTHING SEW SEW	E	8/24/2011			999999		9.00
1792	B&L WATERWORKS SUPPLY INC	E	8/24/2011			999999		1,414.98
1923	AUTOZONE	E	8/24/2011			999999		240.95
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	8/24/2011			999999		420.41
2027	COLLEEN BROOKS	E	8/24/2011			999999		75.00
2035	O'BRIEN ROCK CO., INC.	E	8/24/2011			999999		5,600.73
2433	THE MORNING SUN	E	8/24/2011			999999		1,914.49
2707	THE LAWNSCAPE COMPANY, INC.	E	8/24/2011			999999		1,308.00
2765	GS ROBINS & COMPANY	E	8/19/2011			999999		1,586.00
2960	PACE ANALYTICAL SERVICES INC	E	8/24/2011			999999		526.00
3079	COMMERCE BANK	D	8/22/2011			999999		19,402.83
3248	AIRGAS MID-SOUTH, INC	E	8/24/2011			999999		1,828.51
3570	AMERICAN EXPRESS	D	9/06/2011			999999		143.19
3697	LR ENTERPRISES LLC	E	8/24/2011			999999		794.10
3748	PRECISION SMALL ENGINE CO INC	E	8/24/2011			999999		430.43
3802	BRENNTAG MID-SOUTH INC	E	8/24/2011			999999		1,462.50
3964	CALLAWAY GOLF	E	8/24/2011			999999		802.62

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3971	FASTENAL COMPANY	E	8/24/2011			999999		16.26
3972	WASHINGTON ELECTRONICS INC	E	8/24/2011			999999		3,213.82
4059	PSU QUICK PRINT	E	8/24/2011			999999		1,368.00
4071	DISCOVER BUSINESS SERVICE	D	9/02/2011			999999		49.95
4072	MERCHANT E-SOLUTIONS	D	9/06/2011			999999		194.65
4133	T.H. ROGERS HOMECENTER	E	8/24/2011			999999		389.78
4186	KEN WILKERSON	E	8/24/2011			999999		1,260.00
4262	KDHE	E	8/31/2011			999999		546,206.39
4277	AMERICAN EQUIPMENT CO	E	8/24/2011			999999		8,746.76
4307	HENRY KRAFT, INC.	E	8/24/2011			999999		300.33
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	8/24/2011			999999		200.19
4452	RYAN INSURANCE	E	8/24/2011			999999		654.00
4520	ETS CORPORATION	D	9/02/2011			999999		5,871.31
4638	SOUND PRODUCTS	E	8/22/2011			999999		46.35
4766	ACCURATE ENVIRONMENTAL	E	8/24/2011			999999		2,482.30
4925	MASEK GOLF CAR COMPANY	E	8/24/2011			999999		155.17
5236	SHOWCASES	E	8/24/2011			999999		297.99
5275	US LIME COMPANY-ST CLAIR	E	8/24/2011			999999		3,757.68
5340	COMMERCE BANK TRUST	E	8/24/2011			999999		240.00
5340	COMMERCE BANK TRUST	E	8/26/2011			999999		31,112.87
5340	COMMERCE BANK TRUST	E	8/30/2011			999999		34,515.60
5552	NATIONAL SIGN CO INC	E	8/24/2011			999999		175.70

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5558	MALLE SERVICE & SUPPLY	E	8/24/2011			999999		868.00
5590	HD SUPPLY WATERWORKS LTD	E	8/24/2011			999999		37,949.87
5677	FIRST DATA	D	9/06/2011			999999		51.05
5841	VOICE PRODUCTS INC	E	8/24/2011			999999		187.50
5855	SHRED-IT USA INC	E	8/24/2011			999999		74.42
5904	TASC	D	8/19/2011			999999		7,300.18
5904	TASC	D	9/02/2011			999999		7,300.18
6117	ALEXANDER OPEN SYSTEMS INC	E	8/24/2011			999999		928.75
6175	HENRY C MENGHINI	E	8/24/2011			999999		39.70
6203	SOUTHWEST PAPER CO INC	E	8/24/2011			999999		275.81
6230	THE MAZUREK LAW OFFICE LLC	E	8/24/2011			999999		181.50
6262	CLEAN THE UNIFORM COMPANY	E	8/24/2011			999999		391.82
6309	TAMMY FRYE	E	8/24/2011			999999		400.00
6402	BEAN'S TOWING & AUTO BODY	E	8/24/2011			999999		605.00
6443	MEDICALODGES INC	E	8/24/2011			999999		322.00
6528	GALE GROUP	E	8/24/2011			999999		850.68
6665	MIDWEST SWEEPERS AND SCRUBBERS	E	8/24/2011			999999		305.29
6721	LLOYDS TRASH SERVICE	E	8/24/2011			999999		26.78

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	59	227,639.71	0.00	227,639.71
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	17	3,611,933.61	0.00	3,611,933.61
EFT:	118	879,346.40	39.59	879,385.99
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:	194	4,718,919.72	39.59	4,718,880.13
BANK: 80144	TOTALS:	194	4,718,919.72	39.59	4,718,959.31

VENDOR SET: 99 City of Pittsburg, KS
BANK: EFT MANUAL EFTS
DATE RANGE: 8/17/2011 THRU 9/06/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0050	DEENA HALLACY	E	8/22/2011			999999		194.18
0253	TAMARA N NAGEL	E	9/06/2011			999999		1.50
0257	DON VAUGHAN	E	8/22/2011			999999		85.68
0257	DON VAUGHAN	E	9/06/2011			999999		75.48
0866	AVFUEL CORPORATION	E	8/22/2011			999999		27,835.19
0866	AVFUEL CORPORATION	E	8/29/2011			999999		35.00
0866	AVFUEL CORPORATION	E	9/06/2011			999999		36,171.33
2733	JASON HUFFMAN	E	8/22/2011			999999		704.75
3884	MARK D. TURNBULL	E	8/29/2011			999999		204.18
3909	LADONNA MESPLAY	E	8/22/2011			999999		5.00
4698	THE MORNING SUN	E	8/22/2011			999999		149.20
4732	STACIE PERRY	E	8/22/2011			999999		1,704.87
4957	BOB GILMORE	E	9/06/2011			999999		2.50
4958	GARY AUSEMUS	E	9/06/2011			999999		160.00
5609	RON WHITE	E	9/06/2011			999999		210.00
5794	MARLON JACKSON	E	9/06/2011			999999		32.00
6304	CHRISTOPHER FARINACCI	E	8/29/2011			999999		100.00
6508	JOHN H BAILEY	E	8/22/2011			999999		43.35
6519	JIM HANSON	E	8/22/2011			999999		12.35
6574	JOHN A BROOKS	E	9/06/2011			999999		10.58
6752	CAREY STEIER	E	8/22/2011			999999		118.57

VENDOR SET: 99 City of Pittsburg, KS
BANK: EFT MANUAL EFTS
DATE RANGE: 8/17/2011 THRU 9/06/2011

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:	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:	21		67,855.71		0.00		67,855.71
	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:	21		67,855.71		0.00		67,855.71
	BANK: EFT TOTALS:	21		67,855.71		0.00		67,855.71

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP M&I Bank - HAP
 DATE RANGE: 8/17/2011 THRU 9/06/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6266	KENNETH JOSEPH BRADY	R	9/01/2011			166219		269.00
6585	CLASS HOMES 1 LLC	R	9/01/2011			166220		84.00
6182	ALAN FELDHAUSEN	R	9/01/2011			166221		391.00
6168	K AND B RENTALS LLC	R	9/01/2011			166222		666.00
1601	GRAIG MOORE	R	9/01/2011			166223		190.00
6517	STACE MORRIS	R	9/01/2011			166224		1,743.00
5699	JON PRIDEAUX	R	9/01/2011			166225		235.00
6451	NAZAR SAMAN	R	9/01/2011			166226		355.00
3406	JON SCHWENKER	R	9/01/2011			166227		208.00
6437	FRED VAN BECELAERE	R	9/01/2011			166228		625.00
4636	WESTAR ENERGY, INC. (HAP)	R	9/01/2011			166229		726.00
0140	A&M RENTALS	E	9/02/2011			999999		1,483.00
0266	JOHN S KUTZ	E	9/02/2011			999999		870.00
0372	CONNER REALTY	E	9/02/2011			999999		860.00
0855	CHARLES HOSMAN	E	9/02/2011			999999		513.00
0969	SEK-CAP INC	E	9/02/2011			999999		210.00
1008	BENJAMIN M BEASLEY	E	9/02/2011			999999		598.00
1454	BETTY J WILSON	E	9/02/2011			999999		239.00
1542	LARRY SHANKS	E	9/02/2011			999999		286.00
1603	GARY SAKER	E	9/02/2011			999999		503.00
1609	PHILLIP H O'MALLEY	E	9/02/2011			999999		4,939.00
1638	VERNON W PEARSON	E	9/02/2011			999999		844.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1649	HAROLD O'MALLEY	E	9/02/2011			999999		371.00
1688	DORA WARE	E	9/02/2011			999999		727.00
1961	DUSTIN D MAJOR	E	9/02/2011			999999		254.00
1982	KENNETH STOTTS	E	9/02/2011			999999		2,989.00
2073	BRET M BULLARD	E	9/02/2011			999999		223.00
2256	TODD MERANDO	E	9/02/2011			999999		140.00
2304	DENNIS HELMS	E	9/02/2011			999999		1,009.00
2339	CHRIS WINDSOR	E	9/02/2011			999999		162.00
2397	DIXIE J HEFLIN	E	9/02/2011			999999		451.00
2398	WILLIAM E SAMSON	E	9/02/2011			999999		326.00
2542	CHARLES YOST	E	9/02/2011			999999		1,969.00
2624	JAMES ZIMMERMAN	E	9/02/2011			999999		1,165.00
2718	KENNETH B DUTTON	E	9/02/2011			999999		280.00
2850	VENITA STOTTS	E	9/02/2011			999999		454.00
2913	KENNETH N STOTTS JR	E	9/02/2011			999999		502.00
3002	BARBARA MINGORI	E	9/02/2011			999999		500.00
3067	STEVE BITNER	E	9/02/2011			999999		5,037.00
3082	JOHN R JONES	E	9/02/2011			999999		243.00
3114	PATRICIA BURLESON	E	9/02/2011			999999		1,132.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	9/02/2011			999999		824.00
3162	THOMAS A YOAKAM	E	9/02/2011			999999		550.00
3187	DEAN POWELL	E	9/02/2011			999999		325.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP M&I Bank - HAP
 DATE RANGE: 8/17/2011 THRU 9/06/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3193	WILLIAM CROZIER	E	9/02/2011			999999		1,734.00
3218	CHERYL L BROOKS	E	9/02/2011			999999		222.00
3241	CHARLES P SIMPSON	E	9/02/2011			999999		197.00
3252	LINDA S LLOYD	E	9/02/2011			999999		635.00
3272	DUNCAN HOUSING LLC	E	9/02/2011			999999		4,263.00
3273	RICHARD F THENIKL	E	9/02/2011			999999		194.00
3294	JOHN R SMITH	E	9/02/2011			999999		661.00
3317	PHIL MARTIN	E	9/02/2011			999999		233.00
3593	REMINGTON SQUARE	E	9/02/2011			999999		9,233.00
3668	MID AMERICA PROPERTIES OF PITT	E	9/02/2011			999999		2,579.00
3708	GILMORE BROTHERS RENTALS	E	9/02/2011			999999		83.00
3724	YVONNE L. ZORNES	E	9/02/2011			999999		918.00
3746	JAROLD BONBRAKE	E	9/02/2011			999999		346.00
3929	MDI LIMITED PARTNERSHIP #49	E	9/02/2011			999999		6,570.00
3978	TBSW HOLDINGS, LLC	E	9/02/2011			999999		195.00
4154	JOSEPH L. BOURNONVILLE	E	9/02/2011			999999		352.00
4177	MT RENTALS	E	9/02/2011			999999		438.00
4218	MEADOWLARK TOWNHOUSES	E	9/02/2011			999999		2,526.00
4308	KENNETH BATEMAN	E	9/02/2011			999999		451.00
4388	RICHARD L PERRY	E	9/02/2011			999999		460.00
4492	PITTSBURG SENIORS	E	9/02/2011			999999		3,949.00
4546	C & M PROPERTIES LLC	E	9/02/2011			999999		46.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4564	TERRY L SIMPSON	E	9/02/2011			999999		390.00
4752	S & N MANAGEMENT, LLC	E	9/02/2011			999999		119.00
4828	LINDA G MARTINSON	E	9/02/2011			999999		179.00
4928	PITTSBURG STATE UNIVERSITY	E	9/02/2011			999999		485.00
5035	ZACK QUIER	E	9/02/2011			999999		561.00
5036	TRACY STAHL	E	9/02/2011			999999		525.00
5039	VANETA MATHIS	E	9/02/2011			999999		267.00
5323	JAMES F HUEBNER	E	9/02/2011			999999		371.00
5393	CARLOS ANGELES	E	9/02/2011			999999		1,035.00
5549	DELBERT BAIR	E	9/02/2011			999999		274.00
5583	ROBERT L NANKIVELL SR	E	9/02/2011			999999		101.00
5614	JAMES DAVID VAUGHN	E	9/02/2011			999999		222.00
5653	PEGGY HUNT	E	9/02/2011			999999		159.00
5660	HERBERT WARING	E	9/02/2011			999999		381.00
5676	BARBARA TODD	E	9/02/2011			999999		80.00
5806	GARY M WILKINSON	E	9/02/2011			999999		235.00
5817	JAMA ENTERPRISES LLP	E	9/02/2011			999999		256.00
5854	ANTHONY A SNYDER	E	9/02/2011			999999		279.00
5885	CHARLES T GRAVER	E	9/02/2011			999999		500.00
5896	HORIZON INVESTMENTS GROUP INC	E	9/02/2011			999999		550.00
5897	NIESE WOODY-FAIR	E	9/02/2011			999999		12.00
5906	JOHN HINRICHS	E	9/02/2011			999999		197.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5939	EDNA R TRENT	E	9/02/2011			999999		222.00
5957	PASTEUR PROPERTIES LLC	E	9/02/2011			999999		523.00
5961	LARRY VANBECELAERE	E	9/02/2011			999999		302.00
6002	SALLY THRELFALL	E	9/02/2011			999999		302.00
6032	TIM J. RIDGWAY	E	9/02/2011			999999		916.00
6062	MARC D SCHROEDER	E	9/02/2011			999999		510.00
6073	REBECCA FOSTER	E	9/02/2011			999999		831.00
6090	RANDAL BENNEFELD	E	9/02/2011			999999		876.00
6108	TILDEN BURNS	E	9/02/2011			999999		364.00
6130	T & K RENTALS LLC	E	9/02/2011			999999		2,052.00
6150	JAMES L COX	E	9/02/2011			999999		880.00
6155	HOUSING AUTHORITY OF DEKALB CO	E	9/02/2011			999999		760.80
6161	MICHAEL J STOTTS	E	9/02/2011			999999		137.00
6172	ANDREW A WACHTER	E	9/02/2011			999999		797.00
6186	TROY ROSENSTIEL	E	9/02/2011			999999		514.00
6227	ANGELA BOLLINGER	E	9/02/2011			999999		10.00
6284	FRED TWEET	E	9/02/2011			999999		292.00
6294	RONALD E WUERDEMAN	E	9/02/2011			999999		423.00
6295	DAVID L PETERSON	E	9/02/2011			999999		262.00
6298	KEVAN L SCHUPBACH	E	9/02/2011			999999		5,601.00
6300	MARTY STAHL	E	9/02/2011			999999		223.00
6306	BALKANS DEVELOPMENT LLC	E	9/02/2011			999999		88.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6314	PARKVIEW HOUSING INC	E	9/02/2011			999999		1,143.00
6317	RONALD L EMERSON	E	9/02/2011			999999		176.00
6322	R JAMES BISHOP	E	9/02/2011			999999		421.00
6333	JANA DALRYMPLE	E	9/02/2011			999999		401.00
6380	WAYNE E THOMPSON	E	9/02/2011			999999		555.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	9/02/2011			999999		4,237.00
6394	KEVIN HALL	E	9/02/2011			999999		550.00
6441	HEATHER D MASON	E	9/02/2011			999999		1,230.00
6442	MELISSA BERMAN	E	9/02/2011			999999		466.00
6443	MEDICALODGES INC	E	9/02/2011			999999		170.00
6446	HUTCHINS RENTAL TRUST ACCOUNT	E	9/02/2011			999999		473.00
6507	MARTHA E MOORE	E	9/02/2011			999999		499.00
6540	LESTER JONES	E	9/02/2011			999999		260.00
6552	DEBORAH A MCKINSTRY	E	9/02/2011			999999		450.00
6603	BRENT COULTER	E	9/02/2011			999999		370.00
6624	WADE M CAPLINGER	E	9/02/2011			999999		464.00
6628	SEAN HALL	E	9/02/2011			999999		297.00
6633	CHRISTINA OBERLE	E	9/02/2011			999999		265.00
6647	MICHAEL A SMITH	E	9/02/2011			999999		397.00
6657	OZARKS AREA COMMUNITY ACTION C	E	9/02/2011			999999		455.10
6673	JUDIITH A COLLINS	E	9/02/2011			999999		275.00
6694	DELBERT BAIR	E	9/02/2011			999999		343.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP M&I Bank - HAP
DATE RANGE: 8/17/2011 THRU 9/06/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6708	CHARLES MERTZ	E	9/02/2011			999999		504.00
6724	ROBERT MCCAULEY	E	9/02/2011			999999		402.00
6726	JEPSON HOLDINGS LLC	E	9/02/2011			999999		362.00

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	11	5,492.00	0.00	5,492.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	124	106,491.90	0.00	106,491.90
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00	
		VOID CREDITS	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: HAP TOTALS:	135	111,983.90	0.00	111,983.90
BANK: HAP TOTALS:	135	111,983.90	0.00	111,983.90

VENDOR SET: 99 City of Pittsburg, KS
 BANK: PY PAYROLL PAYABLES
 DATE RANGE: 8/17/2011 THRU 9/06/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	8/19/2011			000000		12,687.48
0224	KDOR	D	9/02/2011			000000		12,414.36
0321	KP&F	D	8/19/2011			000000		28,945.52
0321	KP&F	D	9/02/2011			000000		29,260.68
0728	ICMA	D	8/19/2011			000000		2,009.55
0728	ICMA	D	9/02/2011			000000		2,009.55
1050	KPERS	D	8/19/2011			000000		25,609.09
1050	KPERS	D	9/02/2011			000000		25,279.04
3147	INTERNAL REVENUE SERVICE	D	8/19/2011			000000		64,431.14
3147	INTERNAL REVENUE SERVICE	D	9/02/2011			000000		61,970.68
6415	ING FINANCIAL ADVISORS	D	8/19/2011			000000		4,969.56
6415	ING FINANCIAL ADVISORS	D	9/02/2011			000000		3,777.24
6627	AMERICAN FUNDS SERVICE COMPANY	D	8/19/2011			000000		230.77
6627	AMERICAN FUNDS SERVICE COMPANY	D	9/02/2011			000000		230.77
0349	UNITED WAY OF CRAWFORD COUNTY	R	8/19/2011			166135		63.42
1503	FAMILY SUPPORT PAYMENT CENTER	R	8/19/2011			166136		347.74
2228	KANSAS PAYMENT CENTER	R	8/19/2011			166137		1,895.83
2577	OK CENTRALIZED SUPPORT RE	R	8/19/2011			166138		314.06
5385	NCO FINANCIAL SYSTEMS INC	R	8/19/2011			166139		223.07
6135	MCNEARNEY & ASSOCIATES LLC	R	8/19/2011			166140		201.23
6521	FIRST MUTUAL BANK	R	8/19/2011			166141		221.23
6699	US TREASURY	R	8/19/2011			166142		50.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6700	KDOR	R	8/19/2011			166143		50.00
5385	NCO FINANCIAL SYSTEMS INC	R	8/24/2011			166171		215.86
5385	NCO FINANCIAL SYSTEMS INC	R	8/24/2011			166172		215.86
0349	UNITED WAY OF CRAWFORD COUNTY	R	9/02/2011			166206		63.42
1503	FAMILY SUPPORT PAYMENT CENTER	R	9/02/2011			166207		347.74
2228	KANSAS PAYMENT CENTER	R	9/02/2011			166208		1,808.13
2577	OK CENTRALIZED SUPPORT RE	R	9/02/2011			166209		314.06
5385	NCO FINANCIAL SYSTEMS INC	R	9/02/2011			166210		223.07
6135	MCNEARNEY & ASSOCIATES LLC	R	9/02/2011			166211		234.79
6521	FIRST MUTUAL BANK	R	9/02/2011			166212		221.23
6699	US TREASURY	R	9/02/2011			166213		50.00
6700	KDOR	R	9/02/2011			166214		50.00
0028	PAYROLL CLEARING	E	8/19/2011			999999		84,905.27
0028	PAYROLL CLEARING	E	9/02/2011			999999		84,962.22

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	20	7,110.74	0.00	7,110.74
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	14	273,825.43	0.00	273,825.43
EFT:	2	169,867.49	0.00	169,867.49
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:	36	450,803.66	0.00	450,803.66
BANK: PY TOTALS:	36	450,803.66	0.00	450,803.66
REPORT TOTALS:	389	5,349,562.99	39.59	5,349,523.40

Passed and approved this 13th day of September, 2011.

Marty Beezley, Mayor

ATTEST:

Tammy Nagel, City Clerk

RESOLUTION NO. 1115

OF

THE

GOVERNING BODY OF

THE CITY OF PITTSBURG, KANSAS

APPROVING THE ISSUANCE BY

CITY OF WICHITA, KANSAS

OF NOT TO EXCEED

\$200,000,000

HOSPITAL FACILITIES REFUNDING AND IMPROVEMENT REVENUE BONDS

(VIA CHRISTI HEALTH, INC.)

(TO INCLUDE AN ESTIMATED \$18,000,000 BENEFITING

VIA CHRISTI HOSPITAL PITTSBURG, INC.)

RESOLUTION NO. 1115

A RESOLUTION OF THE CITY OF PITTSBURG, KANSAS APPROVING THE ISSUANCE BY THE CITY OF WICHITA, KANSAS, OF CERTAIN HOSPITAL FACILITIES REFUNDING AND IMPROVEMENT REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO HUNDRED MILLION DOLLARS (\$200,000,000) FOR THE PURPOSES OF REFUNDING CERTAIN OUTSTANDING 2001 HOSPITAL FACILITIES IMPROVEMENT AND REFUNDING REVENUE BONDS AND ACQUIRING, CONSTRUCTING, FURNISHING AND EQUIPPING CERTAIN IMPROVEMENTS TO HOSPITAL FACILITIES INCLUDING FACILITIES LOCATED WITHIN THE CITY OF PITTSBURG.

WHEREAS, pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, and K.S.A. 10-116a, all as amended (the “Act”), and all acts amendatory thereof or supplemental thereto, the City of Wichita, Kansas (the “Issuer”) is authorized to issue revenue bonds of the Issuer for the purpose of paying the cost of purchasing, acquiring, constructing and equipping hospital facilities; and

WHEREAS, pursuant to the Act, the Issuer has previously issued certain Hospital Facilities Revenue Bonds, Series III, 2001 (Via Christi Health System, Inc.), in the original aggregate principal amount of \$166,000,000 (the “2001 Bonds”) a portion of which financed the cost of improvements to existing hospital facilities located at 1 Mt. Carmel Way, Pittsburg, Kansas, constituting the Mt. Carmel Regional Medical Center operated by Via Christi Hospital Pittsburg, Inc., formerly Mt. Carmel Regional Medical Center, Inc., (the “Mt. Carmel Facility”); and

WHEREAS, the Issuer has heretofore determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer, the City of Pittsburg, Kansas (the “City”), Crawford County, Kansas, and the State of Kansas that the Issuer issue its Hospital Facilities Refunding and Improvement Revenue Bonds (collectively, the “2011 Bonds”) for the purpose of (i) refunding the Outstanding 2001 Bonds (the “Refunded Bonds”), (ii) purchasing, acquiring, constructing, furnishing and equipping certain hospital improvements to the Mt. Carmel Facility (at an estimated cost of approximately \$18,000,000) and other hospital facilities located at 929 N. St. Francis and 3600 E. Harry, Wichita, Kansas, (iii) and paying a portion of the Costs of Issuance to be incurred in connection with the issuance of the 2011 Bonds; and

WHEREAS, the Issuer intends to continue to lease the Mt. Carmel Facility to Via Christi Hospital Pittsburg, Inc., a Kansas not-for-profit corporation; and

WHEREAS, on behalf of the Issuer, in accordance with a public notice published on August 25, 2011 in *The Morning Sun*, the official newspaper of the City, the City has conducted a public hearing with respect to the proposed issuance of the 2011 Bonds and all persons present were afforded an opportunity to express their views on the proposed issuance of the 2011 Bonds; and

WHEREAS, it is necessary for the governing body of the City to approve and consent to the Issuer’s issuance of the 2011 Bonds; and

WHEREAS, the Issuer shall issue the 2011 Bonds and the 2011 Bonds shall be special limited obligations of the Issuer payable solely from the revenues derived by the Issuer pursuant to a lease of the financed facilities and the 2011 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the City, the Issuer, or the State of Kansas within the meaning of any constitutional or statutory provision and shall not be payable in any manner from taxation.

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

SECTION 1. The City hereby approves of the issuance of the 2011 Bonds in an aggregate principal amount of not to exceed Two Hundred Million Dollars (\$200,000,000) for the purpose of (i) refunding the Outstanding 2001 Bonds (the “Refunded Bonds”), (ii) purchasing, acquiring, constructing, furnishing and equipping certain hospital improvements to the Mt. Carmel Facility (at an estimated cost of approximately \$18,000,000) and other hospital facilities located at 929 N. St. Francis and 3600 E. Harry, Wichita, Kansas, (iii) and paying a portion of the Costs of Issuance to be incurred in connection with the issuance of the 2011 Bonds

SECTION 2. The Mayor of the City is hereby authorized to execute any necessary approval for the issuance of the 2011 Bonds of the Issuer and the City Clerk is hereby authorized and directed to cause a copy of this Resolution to be delivered to the Issuer.

SECTION 3. This Resolution shall become effective upon its approval and passage by the governing body of the City of Pittsburg, Kansas.

[Remainder of page left blank intentionally]

PASSED AND APPROVED by the governing body of the City of Pittsburg, Kansas this 13th day of September, 2011.

CITY OF PITTSBURG, KANSAS

[seal]

By _____
Marty Beezley, Mayor

ATTEST:

By _____
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: WILLIAM A. BEASLEY
Director of Public Works

DATE: September 6, 2011

SUBJECT: Agenda Item – September 13, 2011
Airport Fuel Prices

At the August 23rd meeting, the City Commission approved the increase of aviation fuel prices and the use of the AvFuel Contract Fuel program for Jet A fuel. During the discussion, staff provided documentation showing the loss of return if a credit card other than AvFuel's Contract Fuel card is used. Since January of 2011, the City has paid \$15,948 in credit card fees.

To reduce the amount of subsidy at the airport, the City needs to maximize the net profit per gallon it receives on fuel sales. To accomplish this, staff is requesting approval to set the retail price of Jet A fuel at the airport at the rate approved by the City Commission plus 3% for credit card fees. This will accomplish two things. First, it will promote the use of the AvFuel Contract Fuel card, which doesn't carry a credit card fee for the City. Secondly, if a credit card other than AvFuel is used to purchase Jet A fuel, it will provide the City with the full amount of increase above the cost of fuel.

Currently, all of the local pilots have an AvFuel Contract Fuel card or are in the process of obtaining one. Bill Pyle has been doing an informal survey of the transit aircraft that is purchasing Jet A fuel at the airport. All of these pilots have reported they have an AvFuel Contract Fuel card and use it regularly.

MEMO TO: JOHN D. VANGORDEN
SEPTEMBER 6, 2011
PAGE TWO

Using a contract fuel card, local (special customers) pilots will be able to purchase Jet A fuel for \$0.85 above the cost of fuel and transit (standard customers) pilots will be able to purchase Jet A fuel for \$1.25 per gallon above the cost of fuel. All other aircraft would purchase fuel at the retail price, which would include the cost of the fuel, \$0.90 per gallon for local or \$1.30 for transit, and 3% for credit card fees.

The staff would also request permission to set the fuel prices weekly based on the cost of fuel each week. This information is available through AvFuel, which post their price every Tuesday of the week. This will allow fuel prices to move in small increments with the market fuel price instead of large jumps incurred by the City when a new load of fuel is delivered.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 13, 2011. Action being requested is to allow the Airport Manager to set the retail rate of aviation fuel to be sold at the airport at the price approved by the City Commission plus 3% to cover credit card fees. Also, to allow the weekly adjustment of fuel prices based on AvFuel's weekly set cost.

If there are any questions, please do not hesitate to contact me.

cc: Tammy Nagel, City Clerk
Bill Pyle, Airport Manager
Memo File



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: September 6, 2011

SUBJECT: Agenda Item – September 13, 2011
Quincy Street Improvements

At the June 28, 2011 City Commission meeting, City staff provided the City Commission a list of options for the improvement of Quincy Street. This was done in conjunction with a review of future capital improvement projects to determine the future level of bond indebtedness the City would have if these projects were approved. Estimates were provided for each option based on the preliminary survey information the project consultant, PEC, had at the time. During this meeting, staff reported the consultant was still processing the survey information and the City would have several months to select an option and determine a scope of work. These options were as follows:

Option 1 Improve Quincy as a 41-foot street (3 lanes) from Broadway to Homer.

Estimated Cost	\$5,600,000
City's Estimated Cost	\$3,057,000
KDOT's Share	\$2,543,000
Commitment of KDOT Funds	10 years

Option 2 Improve Quincy as a 41-foot street (3 lanes) from Broadway to Joplin and reconstruct as 31-foot street (2 lanes) from Joplin to Homer with turning lanes at Homer.

Estimated Cost	\$5,250,000
City's Estimated Cost	\$2,763,392
KDOT's Share	\$2,486,608
Commitment of KDOT Funds	9.7 years

MEMO TO: JOHN D. VANGORDEN
SEPTEMBER 6, 2011
PAGE TWO

Option 3 Improve Quincy as a 41-foot street (3 lanes) from Broadway to Joplin and no construction east of turn lane east of Joplin.

Estimated Cost	\$2,900,000
City's Estimated Cost	\$1,452,360
KDOT's Share	\$1,447,640
Commitment of KDOT Funds	5.8 years

Option 4 Improve Quincy as a 41-foot street (3 lanes) from Broadway to Joplin, mill and overlay between east of turn lane east of Joplin and Homer, and Homer widening of Quincy with turn lanes.

Estimated Cost	\$4,400,000
City's Estimated Cost	\$2,461,025
KDOT's Share	\$1,938,975
Commitment of KDOT Funds	8.5 years

PEC is now at a point that they need to know the scope of work in order to proceed with the design of the street. Since the June 28th meeting, City staff has met and discussed each option at length. It is the recommendation of staff that the City proceed with Option 3, the improvement of Quincy as a 41-foot street (3 lanes) from Broadway to Joplin and no construction east of turn lane east of Joplin Street. The staff recommendation is based on the following reasons:

1. Improvement of Quincy as a 41-foot street from Broadway to Homer would increase the City's future bond indebtedness close to the Commission set 9 mill maximum. This would not allow for any future projects or the ability to bond out any other capital improvements. If Option 3 is selected, the City would have a gap in excess of \$1.8 million before reaching the 9 mill maximum set by the City Commission.
2. All the options discussed commits the City's future KDOT Federal Exchange Funds, but Option 3 provides the least amount of committed years.
3. PSU's Master Plan provides for the growth of the campus to the north between Broadway and Joplin. The campus growth east of Joplin will be restricted by Mt. Olive Cemetery. Improving Quincy as a 41-foot street from Broadway to Joplin will meet the University's traffic needs for their projected future growth.

MEMO TO: JOHN D. VANGORDEN
SEPTEMBER 6, 2011
PAGE THREE

4. A traffic signal at the Joplin and Quincy intersection meets the warrant requirements and is eligible for funding by KDOT. It will be necessary to provide adequate stormwater drains in this intersection as a part of its improvement. The closest existing storm sewer is located on the east side of the railroad crossing near Broadway. The construction of the connecting stormwater system will require the replacement of the curb and gutter on the south side of Quincy from Joplin east to the railroad crossing.
5. A 16" water main lies in the north lane of Quincy running from Broadway to Joplin. This line has been repaired several times and when it breaks it causes severe damage. Before any part of Quincy west of Joplin is improved, this line should be replaced. The replacement of this line will require the replacement of the curb and gutter on the north side of Quincy from Broadway to Joplin.
6. The Homer and Quincy intersection needs to be improved, but there isn't enough funding available to the project to purchase the necessary property and perform the drainage improvements needed at this intersection to adequately address the issues.

In recommending Option 3, staff is proposing improving Quincy east of Joplin using Street Sales Tax funds. The Street Division can strip or mill the existing asphalt from Quincy east of Joplin and improve it with its own resources.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 13, 2011. The action being requested is to review the staff's recommendation and determine the scope of improvements to be performed on Quincy from the options listed above.

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

cc: Tammy Nagel, City Clerk
Project File
Memo File



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: August 24, 2011

SUBJECT: Agenda Item – September 13, 2011
Atkinson Municipal Airport
FY 2012 Kansas Airport Improvement Program
Project No. AV-2012-17; Airspace Protection Planning

The City of Pittsburg had received notification from the KDOT Aviation Division that it has been awarded a grant to provide Airspace Protection Planning. This grant is based on a 95% State/5% Local funding split. Through this grant, the City has engaged a planning consultant to develop airspace regulations to be adopted by the City, the County and the City of Frontenac to protect the airspace of Atkinson Municipal Airport from the construction of towers and other tall structures protruding the required airspace for runways. The estimated cost to provide the airspace planning service is \$35,000 (KDOT's share being \$33,250 and the City's share being \$1,750). The City's portion of this grant will come from the airport operating budget.

As part of the continuing process to execute this grant, KDOT has provided the attached Airport Design & Planning Agreement specific to the City's project for approval. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 13, 2011. Action necessary will be approval or disapproval this agreement and, if approved authorize the Mayor to sign the agreement on behalf of the City of Pittsburg. The City Attorney has reviewed the agreement for correctness and form.

MEMO TO: JOHN D. VANGORDEN
AUGUST 24, 2011
PAGE TWO

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

Attachment: Agreement

cc: Tammy Nagel, City Clerk
Project File
Memo File

AIRPORT DESIGN & PLANNING AGREEMENT

PARTIES: This Agreement, made and entered into this _____ day of _____, _____, by and between the City of Pittsburg, Kansas, hereinafter referred to as the "Sponsor" and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary." Collectively referred to as the "Parties."

PROJECT: **Airspace Protection Planning**

EFFECTIVE

DATE: This Agreement shall be effective the date the Secretary signs the Agreement.

The Parties mutually agree as follows:

1. The Sponsor agrees to undertake an airport planning study that produces a tangible document that assists the airport in the consideration of factors typically examined in an airport layout plan.

2. According to the guidelines of the Kansas Airport Improvement Program, the Secretary agrees to reimburse the Sponsor ninety five percent (95%) of planning costs, but not to exceed the Secretary's maximum participation of **\$33,250.00**. The Sponsor agrees to be responsible for one hundred percent (100%) of Project costs that exceeds the Secretary's maximum participation. The Secretary reserves the right to retain up to five percent (5%) of the Secretary's maximum participation until the Sponsor completes its obligations under this Agreement to the satisfaction of the Secretary.

3. The provisions found in Contractual Provisions Attachment Form DA-146a, which is attached hereto and executed by the Parties in this Agreement, are hereby incorporated into this Agreement by reference and made a part hereof.

4. To participate and cooperate with the Secretary in an annual audit of the Project. The Sponsor 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. That if any such audits reveal payments that have been made with state funds by the Sponsor for items considered non-participating, the Sponsor shall promptly reimburse the Secretary for such items upon notification by the Secretary.

5. The Sponsor agrees the total estimated local share costs associated with the Project is **\$1,750.00**. Upon request by the Secretary, the Sponsor agrees to provide the Secretary an accounting of all reimbursable costs associated with the Project which are paid directly by the Sponsor to any party outside of KDOT and all costs incurred by the Sponsor not to be reimbursed by KDOT. This will enable the Secretary to report all costs of the Project to the legislature.

6. The provisions found in the Kansas Department of Transportation's Civil Rights Special Attachment No. 1 are attached hereto and hereby incorporated into this Agreement by reference and made a part hereof.

7. It is further understood this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Sponsor and their successors in office.

8. It is expressly agreed 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.

9. At any time that the public is not allowed access to the airport, the Sponsor agrees to reimburse the Secretary a prorated amount based on a ten year useful life of the project. This assurance clause will be valid and enforceable for 10 years from the date that the project is complete. This assurance clause is subject to the Administrative interpretation attached as Exhibit "A".

The Parties have executed this Agreement by their duly authorized officers on the day and year first written above.

_____, Title _____ Date _____
Sponsor

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

KANSAS DEPARTMENT OF TRANSPORTATION

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

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

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

NOTIFICATION

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

CLARIFICATION

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

Nondiscrimination Clauses

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

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

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

CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 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."

GRANT PAYEE INFORMATION

Payee: City of Pittsburg

Address: 201 W. 4th Street

P.O. Box 688

Pittsburg, Kansas 66762

Federal Identification Number (FEIN) 48-6041003

Phone Number: (620) 231-4100

Point of Contact: William A. Beasley

E-mail Address: billb@pittks.org

If you prefer electronic transfer of funds and you are already on file with KDOT Fiscal, please indicate with an X in this box.

Please return this form with the signed grant agreement.

Division of Aviation
Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745



Phone: 785-296-2553
Fax: 785-296-3833
Hearing Impaired - 711
KDOTAviation@ksdot.org
<http://www.ksdot.org>

Deb Miller, Secretary
C. Edward Young, Director

Kansas Department of Transportation

Sam Brownback, Governor

August 25, 2011

Bill Beasley
City of Pittsburg
201 W. 4th St.,
Pittsburg, KS 66762

Dear Mr. Beasley:

The City of Pittsburg has been extended a grant offer to conduct a planning grant. You have requested an administrative interpretation of the language in Paragraph 9 of the grant. Specifically, you are concerned with the application of paragraph 9 to temporary closures for airport purposes. What follows is an administrative interpretation of Paragraph 9.

Administrative Interpretation 08 - 2011

This interpretation shall be used for following language in all Kansas Airport Improvement Program (KAIP) contracts.

The Kansas Department of Transportation added the following language to public use airport grant agreements in 2011.

At any time that the public is not allowed access to the airport, the Sponsor agrees to reimburse the Secretary a prorated amount based on a ten year useful life of the project. This assurance clause will be valid and enforceable for 10 years from the date that the project is complete.

This language has been contained in all KAIP contracts with sponsors of privately owned public use airports since 1999. The language is intended to prevent a sponsor from accepting a grant from the Kansas Department of Transportation (KDOT) and selling the airport to a private developer for non-airport redevelopment. In that case, this language would require the sponsor to repay KDOT the prorated portion of the granted project's useful life.

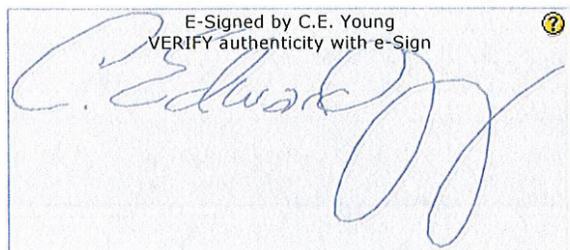
This language is built upon Kansas Statute and Federal Aviation Regulations governing public use airports and should be interpreted according to these sources. K.S.A. 75-5061 is the statute that establishes the Secretary of Transportation's ability to issue grants. In subparagraph (d), the definition of a public use general aviation definition is "any airport available for use by the general public for landing and taking off of aircraft, but shall not include any airport classified as a primary airport by the federal aviation administration." At 14 CFR 77.3, "a public use airport is an airport available for use of the general public without a requirement for prior approval of the airport owner or operator." While not binding on Kansas, Federal grant assurance 19.a states, "the airport shall be operated at all times in a safe and serviceable condition. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes."

“Access to the airport,” as stated in the grant language, is interpreted to mean a change in the airport’s state and Federal status as a public use airport under K.S.A. 75-5061 and 14 CFR 77.3. This does not include temporary closure for any valid airport purposes (i.e. construction, severe weather event, accident, and so forth). It does not grant the public unfettered access (i.e. generally accepted safety and security procedures and protocols are not deemed a limitation to access). The key component of public access is the operation of the airport consistent with Part 77 and K.S.A. 75-5061. The airport cannot require prior permission to landing, as is required under 14 CFR 157. The airport cannot be converted to a non-airport purpose, without triggering this provision.

This limitation does not require the airport to be open at all time. All closures of the airport require a Notice to Airmen (NOTAM) issuance. Pilots are required to obtain NOTAM’s prior to flight. If the airport is closed for an airport purpose and a NOTAM is issued, this grant provision is not triggered.

The FAA interprets the language in 19.a. to prohibit the closure of an airport for any about of time for a non-airport purpose. Because the language in our grant is based on a pro-rata project cost, a community that decided to use the airport for a non-airport purpose would incur a penalty based on the project cost divided by the duration of the closure for non-airport purposes divided by 10 years. It should be reiterated that this provision is only applicable to closure for non-airport purposes.

Signed this 25th day of August, 2011.

An e-signature box containing a handwritten signature in blue ink. Above the signature, the text reads "E-Signed by C.E. Young" and "VERIFY authenticity with e-Sign". A small yellow question mark icon is located in the top right corner of the box.

C. Edward Young
Director of Aviation