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Approval of a request submitted by Rick Peoples to renew the Dance Hall License for The Jungle Bar, 1620 S. Broadway, and if approved, authorize the City Clerk to issue the license.

The Jungle Call Review 39

Approval of the Appropriation Ordinance for the period ending December 13, 2011, subject to the release of HUD expenditures when funds are received.

CHECK LIST 45

PUBLIC HEARING - The City of Pittsburg advertised for Public Hearing Tuesday, December 13, 2011, at the City Commission Meeting commencing at 5:30 p.m. for the purpose of vacating an easement no longer in use beginning at the Southwest Corner of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 17, Township 30 North, Range 25 East of the Sixth Principle Meridian; thence 290.00 feet East, 30.00 feet South to the True Point of Beginning; thence South 155.92 feet, thence East 20.00 feet, thence North 155.92 feet, thence West 20.00 feet to the True Point of Beginning, all located in the City of Pittsburg, Crawford County, Kansas. (Request of Jim Bishop, Coldwell Banker Real Estate).

Dollar Tree Vacation PZC Recommendation Memo 64

Dollar Tree Easement Vacation Maps 66

CRAWFORD COUNTY SOLID WASTE MANAGEMENT COMMITTEE - Reappoint Todd Kennemer and Chet Hiatt and appoint Lucas Mills and one member of the City Commission to three year terms as members of the Crawford County Solid Waste Management Committee effective January 1, 2012 and to expire December 31, 2014.

Sollid Waste Committee 69

KWPCRF PROJECT NO. C20 1818 01A - City staff is requesting Governing Body approval of the Fourth Amendment to the Loan Agreement for the Kansas Water Pollution Control Revolving Fund (KWPCRF) loan to the City of Pittsburg for the wastewater collection system improvements project(SE Pump Station; Collection System I/I Control Equipment; Public Utilities Maintenance Building) to increase the Loan Amount by \$200,00 for a total Loan Amount of \$2,594,500 and to adjust the semi-annual loan repayment amount to \$45,959.72 to begin March 1, 2013.

KWPCRF Loan Amendment 4 Memo. 70

KDHE Loan Amendment No 4 72

Loan 1818 01A Ordinance 4th Amendment. 79

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

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Aric Bokker of Via Christi
- b. Flag Salute Led by the Mayor
- c. Public Input

CONSENT AGENDA:

- a. Approval of the November 22, 2011, City Commission Meeting minutes.
- b. Approval of the December 1, 2011, Special City Commission Meeting minutes.
- c. Approval of Ordinance No. S-995, amending Ordinance No. S-990 fixing the salary and compensation of the officers and employees of the City of Pittsburg, Kansas. **First Reading, if the Governing Body concurs.**
- d. Approval of staff recommendation to award the bid for the sale of a used 2001 Ford Crown Victoria (formerly used as the airport courtesy car) to the highest bidder, Jeanne Davidson, of Frontenac, Kansas, with a bid of \$1,002.
- e. Approval of staff request to award the bid for contract towing services to Bean's Towing and Auto Body of Weir, Kansas, based on their low bid received in the amount of \$75 per tow and \$15 per day storage effective January 1, 2012 and to expire December 31, 2013.
- f. Approval of a four year lease with Copy Products of Pittsburg, Kansas, for eleven copy machines at a total monthly cost of \$1,380.00.
- g. Approval of 2012 Dues and Subscriptions to the League of Kansas Municipalities in the amount of \$7,356.53.
- h. Approval of the revocation of Drew Christiansen's membership on the 11th Judicial District Community Corrections Advisory Board and the appointment of La'Mour Romine to fill Mr. Christiansen's position on the Board.

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

- i. Approval of a Master Services Agreement with Wellness Innovations and Nursing Services, LLC (WINS) in which WINS will administer a wellness program for City of Pittsburg employees, and authorization for the Mayor to sign the Master Services Agreement on behalf of the City.
- j. Approval of the 2011 auditing contract with Berberich Trahan & Company, PA, in an amount not to exceed \$2,625 for the HUD Section 8 Housing Program Audit.
- k. Approval of the request submitted by the Pittsburg Public Library Board of Trustees to use funding up to \$8,200 from the Library Annuity Fund for the acquisition and installation of a new compressor for the library's HVAC system.
- l. Approval of a request submitted by Rick Peoples to renew the Dance Hall License for The Jungle Bar, 1620 S. Broadway, and if approved, authorize the City Clerk to issue the license.
- m. Approval of the applications submitted by Walgreens #9049 (1911 North Broadway), TAS Group, LLC dba Jump Start Markets JSM003 (2401 South Rouse), Sodexo America, LLC dba Pittsburg State University (302 East Cleveland), Castagno Enterprises, Inc. dba Castagno Mini Mart (302 West 4th Street), Snak Atak #5 (1101 East 4th Street), Horton's Pizza Plus, Inc. (1601 East 4th Street), Dillons #108 (2600 North Broadway) and Tyrell's Service, Inc. (1117 West 4th Street) to sell Cereal Malt Beverages for the year 2012 and direct the City Clerk to issue the licenses.
- n. Approval of the Appropriation Ordinance for the period ending December 13, 2011, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

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

PUBLIC HEARING:

- a. PUBLIC HEARING - The City of Pittsburg advertised for Public Hearing Tuesday, December 13, 2011, at the City Commission Meeting commencing at 5:30 p.m. for the purpose of vacating an easement no longer in use beginning at the Southwest Corner of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 17, Township 30 North, Range 25 East of the Sixth Principle Meridian; thence 290.00 feet East, 30.00 feet South to the True Point of Beginning; thence South 155.92 feet, thence East 20.00 feet, thence North 155.92 feet, thence West 20.00 feet to the True Point of Beginning, all located in the City of Pittsburg, Crawford County, Kansas. (Request of Jim Bishop, Coldwell Banker Real Estate). **Following Public Hearing, consider request and, if approved, direct the City Attorney to prepare the necessary Order.**

CONSIDER THE FOLLOWING:

- a. CRAWFORD COUNTY SOLID WASTE MANAGEMENT COMMITTEE - Reappoint Todd Kennemer and Chet Hiatt and appoint Lucas Mills and one member of the City Commission to three year terms as members of the Crawford County Solid Waste Management Committee effective January 1, 2012 and to expire December 31, 2014. **Appoint and reappoint members to the Crawford County Solid Waste Management Committee.**
- b. KWPCRF PROJECT NO. C20 1818 01A - City staff is requesting Governing Body approval of the Fourth Amendment to the Loan Agreement for the Kansas Water Pollution Control Revolving Fund (KWPCRF) loan to the City of Pittsburg for the wastewater collection system improvements project(SE Pump Station; Collection System I/I Control Equipment; Public Utilities Maintenance Building) to increase the Loan Amount by \$200,00 for a total Loan Amount of \$2,594,500 and to adjust the semi-annual loan repayment amount to \$45,959.72 to begin March 1, 2013. **Approve or disapprove the Fourth Amendment to the Loan Agreement and, if approved, pass Ordinance No. S-994 on FIRST READING authorizing the execution of the Fourth Amendment to the Loan Agreement; establishing a dedicated source of revenue for repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing certain other actions in connection with the Fourth Amendment to the Loan Agreement.**

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

NON-AGENDA REPORTS & REQUESTS:

EXECUTIVE SESSION:

- a. EXECUTIVE SESSION - An Executive Session is necessary for discussion regarding personnel matters of nonelected personnel. **Motion to recess into Executive Session for approximately 60 minutes for discussion regarding personnel matters of nonelected personnel.**

ADJOURNMENT

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
November 22, 2011

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, November 22nd, 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.

Mayor Beezley provided the invocation.

Mayor Beezley led the flag salute.

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

ORDINANCE NO. G-1159 – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved Ordinance No. G-1159, amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service on second reading with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman and O'Bryan. Motion carried.

ORDINANCE NO. G-1160 – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved Ordinance No. G-1160, amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service on second reading with the following roll call vote: Beezley, Draper, Gray, Ketterman and O'Bryan. Motion carried.

CEREAL MALT BEVERAGE LICENSE APPLICATIONS – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the applications submitted by Four Oaks Golf Course (910 Memorial Drive), Casey's General Store #2893 (2912 North Broadway), Casey's General Store #2962 (434 West 4th Street), Casey's General Store #2961 (612 South Broadway), Pete's of Erie dba Pump N Pete's (1307 South Broadway), Pete's of Erie dba Pump N Pete's (4002 North Broadway), Pete's of Erie dba Pump N Pete's (1711 North Broadway), Wal-Mart Store #72 (2710 North Broadway), Rhodes Grocery, Inc. dba Ron's Supermarket (310 East Centennial), Bo's 1 Stop (1116 West 4th Street) and Pitt Stop (902 South Joplin) to sell Cereal Malt Beverages for the year 2012 and directed the City Clerk to issue the licenses. Motion carried.

AUDITING CONTRACT – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the 2011 Auditing Contract with Berberich Trahan & Co., PA, in the amount of \$36,750, and authorized the Mayor to sign the contract on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
November 22, 2011

SALES CONTRACT – JONES REALTY – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the Sales Contract with Jones Realty for the sale of the property located at 1700 North Locust for the amount of \$74,900, and authorized the Mayor to sign the contract on behalf of the City. Motion carried.

PARKS AND RECREATION ADVISORY BOARD APPOINTMENT/REAPPOINTMENT – On motion of O'Bryan, seconded by Ketterman, the Governing body reappointed Dr. Dickey to a second term and appointed Mr. Loveland to a first term as members of the Parks and Recreation Advisory Board effective January 1, 2012 and to expire December 31, 2015. Motion carried.

BUILDING CODE BOARD OF APPEALS APPOINTMENT/REAPPOINTMENT – On motion of O'Bryan, seconded by Ketterman, the Governing Body reappointed Paul Chappell (Licensed Building Contractor) to a fourth term; reappointed of Dennis Meier (Licensed Engineer) to a sixth term; and appointed Bill Warlop (Lay Member), Brent Linder (Licensed Trade Member) and Paul Stewart (Licensed Architect) to first terms as members of the Building Code Board of Appeals effective January 1, 2012 and to expire on December 31, 2014. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the Appropriation Ordinance for the period ending November 22nd, 2011, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Draper, Gray, Ketterman and O'Bryan. Motion carried.

MAKEUP AIR UNITS – WASTEWATER TREATMENT PLANT - On motion of Ketterman, seconded by Gray, the Governing Body approved staff's request to waive the bid requirement for items over \$5,000 to allow staff to purchase two makeup air units for the Wastewater Treatment Plant directly from the distributor Engineered Air, of Kansas City, Kansas, at a cost of \$28,864. Motion carried.

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE APPOINTMENT/REAPPOINTMENT – On motion of Ketterman, seconded by O'Bryan, the Governing Body reappointed of Dr. Brad Hodson and Mr. Mark Werner to second terms and appointed Mr. Pat Cedeno and Mr. Kyle Fleming to first terms as members of the Economic Development Advisory Committee effective January 1, 2012 and to expire December 31, 2014. Motion carried.

PUBLIC HEARING - 2012 HOUSING CHOICE VOUCHER ADMINISTRATION PLAN AND ANNUAL PLAN – Following Public Hearing regarding the 2012 Housing Choice Voucher Administration Plan and Annual Plan, on motion of Draper, seconded by Gray, the Governing Body adopted Resolution No. 1117 and authorized the Mayor to sign the Resolution and other appropriate documents on behalf of the City and further authorized staff to submit the information to HUD. Motion carried.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
November 22, 2011

SPECIAL PRESENTATION - WELLNESS AND INNOVATIVE NURSING SOLUTIONS (WINS)
- Director of Human Resources Megan Fry and Wellness Consultant Mike Forsyth from Wellness and Innovative Nursing Solutions (WINS) provided a presentation on the WINS program.

BOARD OF ZONING APPEALS APPOINTMENT/REAPPOINTMENT – On motion of Draper, seconded by Gray, the Governing Body reappointed Sara Henry to a second term and appointed Joseph Caskey to a first term as members of the Board of Zoning Appeals effective January 1, 2012 and to expire December 31, 2014. Motion carried.

CITIZEN'S ADVISORY BOARD APPOINTMENT/REAPPOINTMENT – On motion of Draper, seconded by O'Bryan, the Governing Body appointed Brian Pasteur, Tony Dellesaga and Jeremy Parvin, to first terms as members of the Citizens Advisory Board effective January 1, 2012 and to expire on December 31, 2014. Motion carried.

PLANNING AND ZONING COMMISSION REAPPOINTMENT/APPOINTMENT – On motion of Draper, seconded by Gray, the Governing Body reappointed Michael Creel and Joel VanBecelaere to second terms and appointed Timothy Kundiger to a first term as members of the Planning and Zoning Commission effective January 1, 2012 and to expire December 31, 2014. Motion carried.

NON-AGENDA REPORTS AND REQUESTS:

FINAL MEETING OF 2011 – Following discussion, it was the consensus of the Governing Body to cancel the final meeting of 2012 scheduled for December 27th, 2011, and to schedule a special commission meeting to be held at noon on December 20th, 2011.

CLEAN SWEEP PROGRAM – Mayor Beezley reminded residents of the Clean Sweep Program that is underway to help beautify the City.

ADJOURNMENT: On motion of O'Bryan, seconded by Ketterman, the Governing Body adjourned the meeting at 6:07 p.m. Motion carried.

Marty Beezley, Mayor

ATTEST:

Tammy Nagel, City Clerk

OFFICIAL MINUTES
OF THE SPECIAL MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 1st, 2011

A Special Session of the Board of Commissioners was held at 11:30 a.m. on Thursday, December 1st, 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, John Ketterman and Patrick O'Bryan. Commissioner Michael Gray was absent.

SUBORDINATION AND INTERCREDITOR AGREEMENT – On motion of O'Bryan, seconded by Draper, the Governing Body approved a Subordination and Intercreditor Agreement between the City of Pittsburg and Bonneville Mortgage Company, and authorized the Mayor to sign the agreement on behalf of the City. Motion carried. Absent: Gray.

ASSIGNMENT OF TENANT'S INTEREST IN PARKING LOT LEASE FOR SECURITY – On motion of Ketterman, seconded by O'Bryan, the Governing Body approved an Assignment of Tenant's Interest in Parking Lot Lease for Security between Downtown Pittsburg Housing Partners, LP and Bonneville Mortgage Company. Motion carried. Absent: Gray.

PARKING LOT LEASE ESTOPPEL CERTIFICATE AND CONSENT – On motion of Ketterman, seconded by O'Bryan, the Governing Body approved a Parking Lot Lease Estoppel Certificate and Consent by and between the City of Pittsburg, Downtown Pittsburg Housing Partners, LP and to and for the benefit of Bonneville Mortgage Company, and authorized the Mayor to sign the agreement on behalf of the City. Motion carried. Absent: Gray.

ADJOURNMENT: On motion of Draper, seconded by O'Bryan, the Governing Body adjourned the meeting at 11:41 a.m. Absent: Gray.

Marty Beezley, Mayor

ATTEST:

Tammy Nagel, City Clerk



HUMAN RESOURCES

201 West 4th Street · Pittsburg KS
66762

(620) 231-4100

www.pittks.org

To: John VanGorden, City Manager
From: Megan Fry, Human Resources
Date: December 5, 2011
Re: Changes to Ordinance No. S-990 (Salary Ordinance)

In an effort to align position's pay and title with the responsibilities, duties, etc. performed, the following are recommended changes to the Salary Ordinance:

- Move the *Assistant Director of Finance & Administration* from grade 13E to 14E. The duties for this position more align with the duties associated with other Assistant Director positions.
- Change *Safety Coordinator* title to Fire Marshal/Safety Coordinator. This position is responsible for fire inspections of community buildings and businesses. The addition of Fire Marshal to this title allows for recognition of inspection and enforcement related to compliance with fire codes.
- Delete *Administrative Assistant to the Director of Public Works*. This change provides more consistency with the administrative support for department heads.
- Move the *Assistant Golf Course Superintendent* from grade 9 to grade 9E. This will also change the position from a non-exempt (hourly) position to an exempt position. This position has the personnel, fiscal, etc. responsibilities for the golf course, which are the same for the positions found in the new pay grade.
- Change *Traffic & Communications Technician* to Traffic & Communications Technician II. The "II" has been mistakenly left off of prior ordinances.
- Add a title of *Grease Program Coordinator* to grade 9. In order to address the needs of our sewer lines being clogged with fats, oils and grease, this position will develop, implement and maintain a grease program that will work with our citizens and commercial industries to keep our sewer lines clean and properly maintained.
- Add a title of *Water Specialist* to grade 7. This position will be responsible for updating and maintaining our GIS computer system and will work with all utility divisions to collect and analyze GIS data. This position will also fill in on crews as needed.
- Add a title of *Prosecution Clerk* to grade 6. Currently there are two sides to the court process – Municipal Court and Prosecution. When this delineation occurred the Prosecution Clerk title was not added to the salary ordinance. This position does perform distinctly different job functions than the Municipal Court Clerk, so the addition of this title will

ensure that when recruiting, evaluating, etc. for either of these clerk positions we are using the correct title and job description.

None of these changes increase staffing levels.

Please let me know if you have any questions.

ORDINANCE NO. S-995

AN ORDINANCE AMENDING ORDINANCE S-990 FIXING THE SALARY AND COMPENSATION OF THE OFFICERS AND EMPLOYEES OF THE CITY OF PITTSBURG, KANSAS.

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

Section 1. Salary and Compensation of Officers and Employees. Officers and employees of the City of Pittsburg, Kansas, shall receive salary and hourly wages, payable in bi-weekly installments, not to exceed the amount set opposite the respective classification of the officer or employee.

Section 2. City Commission. City Commissioners shall serve without compensation. Provided, however, each Commissioner shall be entitled to receive and be reimbursed for any reasonable expenses incurred as the result of trips outside of the City on any City business or expenses incurred by such Commissioners in the performance of any official act for or on behalf of the City.

Section 3. City Manager's Authority. The City Manager is hereby empowered to employ qualified persons to fill any department head position at an annual salary at no more than the maximum amount allowed herein, and to employ qualified persons to fill any position other than department head on an annual salary or hourly wage at no more than the maximum amount allowed herein. Employees' salaries and wages may be increased by the City Manager at reasonable intervals until the maximum amount is reached and as may be allowed and paid from time to time. The City Manager is further empowered to allow salary incentive payments in addition to the base salary amounts contained herein, as authorized by the City Commission, for such items as Fire Department First Responder and EMT certificates, Public Works licenses and operator certificates, and Police education and special assignment duties, provided that such incentive payments do not increase employee pay more than 5% above the maximum amounts shown herein.

Section 4. City Manager and Legal Officers. The City Manager and the following legal officers shall receive annual salary as herein enumerated:

<u>CLASSIFICATION</u>	<u>ANNUAL SALARY</u>
City Manager	\$ 98,509
City Attorney	\$ 56,010
Legal Advisor / Municipal Court Prosecutor	\$ 43,917
Municipal Court Judge	\$ 30,021

Section 5. Department Heads and Exempt Employees. Amounts listed below are for exempt department heads and employees who are paid on a salary rate basis. Exempt employees are not eligible for overtime compensation.

GRADE	CLASSIFICATION	MINIMUM ANNUAL SALARY	MAXIMUM ANNUAL SALARY
17E	Assistant City Manager	\$62,095	\$102,473
16E	Director of Finance & Administration Director of Economic Development Director of Human Resources Director of Public Works Director of Public Utilities Director of Parks & Recreation City Engineer Fire Chief Police Chief	\$56,450	\$93,563
14E	Assistant Director of Finance & Administration Assistant Director of Public Utilities Assistant Director of Public Works Deputy Chief of Police Information Technology Manager	\$47,442	\$78,605
13E	Administrative Support Services Coordinator Battalion Fire Chief Building Official City Clerk Community Development Specialist Golf Course Superintendent Network Administrator II Operations Superintendent Park Maintenance Superintendent Police Lieutenant Street Superintendent Wastewater Treatment Plant Superintendent Water Maintenance Superintendent Water Treatment Plant (WTP) Superintendent	\$44,381	\$72,453
12E	Accounting Manager Airport Manager Memorial Auditorium Manager Network Administrator I Public Relations Manager Fire Marshal/Safety Coordinator Office Manager	\$40,687	\$65,239

Section 5. Department Heads and Exempt Employees. Amounts listed below are for exempt department heads and employees who are paid on a salary rate basis. Exempt employees are not eligible for overtime compensation.

GRADE	CLASSIFICATION	MINIMUM ANNUAL SALARY	MAXIMUM ANNUAL SALARY
11E	Public Works Foreman Stormwater Collection Foreman Utilities Foreman	\$38,071	\$58,874
10E	Technical Director	\$34,900	\$53,995
9E	Assistant Golf Course Superintendent Clubhouse Manager Parks & Recreation Operations Manager Recreation Superintendent	\$32,002	\$49,645

Section 6. Non-Exempt Employees. Amounts listed below are for non-exempt employees who are paid on a hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 40 hours in a 7-day work cycle.

GRADE	CLASSIFICATION	MINIMUM HOURLY RATE	MAXIMUM HOURLY RATE
10	Administrative Assistant to the City Manager Communications Supervisor Engineering Supervisor Facility Maintenance Supervisor Public Works Supervisor Traffic and Communications Supervisor Wastewater Collection System Supervisor Wastewater Treatment Plant Maintenance Technician Water Treatment Plant Maintenance Technician	\$16.78	\$25.96
9	Building Inspector II Electronics Engineer Engineering Technician Field Supervisor Grease Program Coordinator Park Forester Project Coordinator Traffic & Communications Technician II Wastewater Treatment Plant Quality Controller	\$15.39	\$23.87

GRADE	CLASSIFICATION	MINIMUM HOURLY RATE	MAXIMUM HOURLY RATE
8	Building Inspector I Codes Enforcement Inspector Information Technology Specialist Housing Rehab Specialist Wastewater Treatment Plant Operator II Water Treatment Plant Operator II	\$14.11	\$21.82
7	Administrative Assistant Accounting Clerk Cemetery Caretaker Communications Technician Heavy Equipment Operator Housing Assistant Mechanic Municipal Court Administrator Street Sweeper Operator Stormwater Collection Operator II Utility Location Specialist Wastewater Collection System Operator Wastewater Treatment Plant Operator I Water Specialist Water Treatment Plant Operator I	\$12.93	\$19.99
6	Airport Attendant Facility Maintenance Technician Light Equipment Operator Municipal Court Clerk Police Records Clerk Prosecution Clerk Stormwater Collection Operator I Traffic Technician Utility Office Clerk Water Service Representative	\$11.85	\$18.34
5	Animal Control Officer Assistant Clubhouse Manager Aquatic Center Maintenance Manager Aquatic Center Manager Building Maintenance Worker Maintenance Worker Section 8 Housing Coordinator Umpire	\$10.87	\$16.82

GRADE	CLASSIFICATION	MINIMUM HOURLY RATE	MAXIMUM HOURLY RATE
4	Clerk Typist Custodian Customer Service Representative Facility Coordinator GIS Clerk Laborer Park Maintenance Worker Report Taker	\$9.97	\$15.42
3	Part Time Assistant Technical Director Part Time Instructor Part Time Maintenance Worker III Part Time Temporary Aquatic Center Assistant Manager Part Time Temporary Building Maintenance Part Time Temporary Parking Enforcement Officer Part Time Temporary Recreation Program Leader Part Time Temporary Security Guard	\$8.12	\$11.67
2	Part Time Temporary Report Taker Part Time Temporary Maintenance Worker II Part Time Temporary Park Custodian Part Time Temporary Scorekeeper	\$7.25	\$9.74
1	Part Time Event Worker Part Time Temporary Clubhouse Worker Part Time Temporary Intern Part Time Temporary Maintenance Worker I Part Time Temporary Stage Technician Part Time Temporary Laborer Part Time Temporary Lifeguard	\$7.25	\$7.79

Section 7. Hourly Wages for Full Time Firefighters: Amounts listed below are for non-exempt firefighters who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 106 hours in a 14-day work cycle, based upon 2,912 hours worked in a year.

F4	Fire Captain	\$12.68	\$21.02
F3	Fire Lieutenant	\$10.74	\$17.79
F2	Firefighter II	\$ 9.09	\$15.06
F1	Firefighter I	\$ 7.71	\$12.76

Section 8. Hourly Wages for Full Time Police Officers. Amounts listed below are for non-exempt police officers who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 40 hours in a 7-day work cycle.

P4	Police Sergeant	\$18.31	\$30.31
P3	Police Detective	\$15.94	\$26.40
P2	Police Officer II	\$13.89	\$23.01
P1	Police Officer I	\$12.10	\$20.04

Section 9. Additional Employees. The City Manager may, when necessary, employ additional personnel who shall receive for their services an amount based on the rate being paid for similar work as herein provided, the rate of pay for such work to be determined by the City Manager.

Section 10. Repealed. That Ordinance No. S-990 of the City of Pittsburg, Kansas, and all other ordinances, or parts of Ordinances, in conflict herewith be, and the same are, hereby repealed.

Section 11. Effective Date. This Ordinance shall take effect as of January 1st, 2012, after its passage and publication in the official City paper.

PASSED THIS 20th DAY OF DECEMBER, 2011.

MARTY BEEZLEY, Mayor

ATTEST: _____
TAMMY NAGEL, City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: December 5, 2011

SUBJECT: Agenda Item – December 13, 2011
DISPOSITION OF BIDS
Sale of Used Vehicle

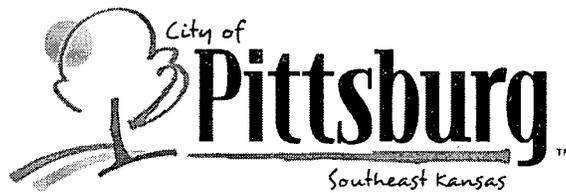
Bids were received on Tuesday, November 29, 2011 for the sale of a 2001 Ford Crown Victoria, formerly used as the Airport Courtesy Car by the Department of Public Works (see attached bid sheet). After viewing the bids received, City staff is recommending that the bid be awarded to the highest bidder, Jeanne Davidson, of Frontenac, Kansas, with a bid of \$1,002.00.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 13, 2011. Action necessary will be to approve or disapprove staff's recommendation to award the bid to the highest bidder as stipulated above.

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

Attachment: Bid Tab Sheet

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



**The City of Pittsburg, Kansas
 Recapitulation of Bids - Sale of 2001 Ford Crown Victoria
 Tuesday, November 29th, 2011 – 2:00 p.m.**

Name and Address of Bidder	Bid Amount
Bob Sayre Auto 748 East 510 th Avenue Pittsburg, Kansas 66762	\$603.00
Nathan Keizer 2030 East 34 th Place Joplin, Missouri 64804	\$776.00
Melissa A. Forbes 305 West Euclid Pittsburg, Kansas 66762	\$281.99
Barrett Auto Rentals LLC - Larry Barrett P.O. Box 673 - 1601 27 th Street Terrace Pittsburg, Kansas 66762	\$300.00
Jeanne Davidson 101 South Jefferson Frontenac, Kansas 66763	\$1,002.00
Tom Laidler 1176 South 220 th Pittsburg, Kansas 66762	\$300.00

INTEROFFICE MEMORANDUM

To: Interim City Manager John VanGorden
Chief Mendy Hulvey
From: Sergeant Tim Tompkins
CC:
Date: Wednesday, December 7, 2011
Subject: Disposition of Bids for Towing Contract

Bids were solicited from interested companies to perform towing services for vehicles directed to be towed by the police department and certain City of Pittsburg owned vehicles. Pursuant to the bid request, two bids were received by the deadline of Tuesday, December 6, 2011. The bids were opened and reviewed according to City bid policy. Following is a summation of the bids received:

Bean's Towing and Auto Body, Weir, Kansas

Price per tow: \$75.00
Storage per day: \$15.00

Larry Barrett Body*Frame*Towing, Pittsburg, Kansas

Price per tow: \$127.50
Storage per day: \$15.00

For the past four years, Bean's Towing has been awarded our contract for towing services. In April of 2010, concerns were raised about the towing contract which was brought before the Commission. The consensus was to allow staff to work with the contractor to resolve the issues involving billing and response time. After meeting with Mr. James Bean, the issues have been resolved and I am aware of no other complaints or issues related to the contract services provided. The City is current paying \$55.00 per vehicle tow and \$10.00 per day for vehicle storage.

Based on the bids submitted, staff would recommend awarding the bid for contract towing services to Bean's Towing and Auto Body based on their low submitted bid. Should you have any questions or desire further information, please contact me.

The City of Pittsburg, Kansas

**Recapitulation of Bids
2012 – 2013 Exclusive Tow Service**

**Tuesday, December 6, 2011
2:00 p.m.**

Name and Address of Bidder	Price Per Tow	Daily Storage Fee
Bean's Towing & Auto Body 9436 NE 50 th Street Weir, Kansas 66781	\$75.00	\$15.00
Larry Barrett Body*Frame*Towing 1601 E. 27 th Street Terrace Pittsburg, Kansas 66762	\$127.50	\$15.00

INTEROFFICE MEMORANDUM

To: JOHN D. VAN GORDEN
Interim City Manager

TAMMY NAGEL
City Clerk

From: JON B. GARRISON
Director of Finance & Administration

Date: December 1, 2011

Subject: Copier Lease

Please place on the December 13, 2011 City Commission agenda an item to approve a four year copier lease with Copy Products, Pittsburg, Kansas in a monthly amount of \$1,380.00.

Copier specifications were written and mailed to twenty copier companies. The specs were also posted on the city's web page and published in the local paper.

We received quotes from five different companies (see attached bid tabulation sheet). After review of the low bid from Copy Products, it was determined that this bid did meet the specifications, so our recommendation is to award the bid to Copy Products.

Our current copier lease is a two year lease at a monthly cost of \$3,342.74. The new lease we are recommending is a four year lease at a monthly cost of \$1,380.00.

Thank you for your consideration.

Bid Recapitulation Sheet

CITY OF PITTSBURG FACILITIES COPY MACHINE LEASE

Friday, November 18th, 2011 – 2:00 p.m.
City Hall Conference Room

Name/Address of Bidder	Monthly Lease base on a 24 month lease	Monthly Lease base on a 36 month lease	Monthly Lease base on a 48 month lease	Monthly Lease base on a 60 month lease
Corporate Business Systems 2702 N. Richard Joseph Blvd, Ste. 105 Joplin, Missouri 64804	\$4,206.00	\$2,928.00	\$2,486.00	\$2,064.00
	\$3,608.00	\$2,512.00	\$2,133.00	\$1,771.00
Lakeland Office Systems 2926 West 13 th Street Joplin, Missouri 64801	\$3,368.60	\$2,310.05	\$1,817.65	\$1,557.40
	\$3,168.92	\$2,168.80	\$1,726.50	\$1,471.40
	\$2,991.90	\$2,042.90	\$1,634.04	\$1,418.50
	\$2,724.00	\$1,860.00	\$1,505.70	\$1,294.35
Total Document Solutions, Inc. 1115 South Illinois St., Ste. 5 Joplin, Missouri 64801	No Bid	\$2,356.03	\$1,902.94	\$1,633.40
	No Bid	\$2,692.59	\$2,159.08	\$1,795.84
	\$4,177.74	No Bid	No Bid	No Bid
Copy Products 111 South Broadway Pittsburg, Kansas 66762	\$2,675.00	\$1,790.00	\$1,380.00	\$1,145.00
Century Midwest Office Systems 2908 South Santa Fe Chanute, Kansas 66720	\$3,790.88	\$2,727.59	\$2,228.30	\$1,895.44
	\$4,414.55	\$3,176.32	\$2,594.89	\$2,207.27



Interoffice Memorandum

TO: John D. VanGorden, Interim City Manager

FROM: Tammy Nagel, City Clerk

DATE: December 7th, 2011

SUBJECT: Agenda Item – December 13th, 2011
2012 Dues & Subscriptions - League of Kansas Municipalities

We have received notification from the League of Kansas Municipalities that our Dues and Subscriptions for 2012 are due in the amount of \$7,356.53. This amount is down \$50.54 over the dues paid for 2011 in the amount of \$7,407.07.

In the information provided by the League of Kansas Municipalities, the fluctuation in yearly dues is attributed to the city's population and assessed valuation.

Governing Body action needed is the approval of 2012 Dues and Subscriptions to the League of Kansas Municipalities in the amount of \$7,356.53.

If you have any questions or require additional information, please let me know.

Attachment: December 1st, 2011, invoice from League of Kansas Municipalities

League of Kansas Municipalities
 300 S.W. 8th Avenue, Suite 100
 Topeka, KS 66603-3951
 785-354-9565

2012 Dues & Subscriptions

Bill To

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

RECEIVED

DEC 07 2011

Pittsburg City Clerk

Date	Invoice #
------	-----------

12/1/2011

12-20

Terms	Due Date
-------	----------

Net 30

12/31/2011

Qty	Description	Rate	Amount
1	2012 City Membership Dues	7,056.53	7,056.53
15	2012 Subscription to Kansas Government Journal	20.00	300.00

Total	\$7,356.53
Payments/Credits	\$0.00
Balance Due	\$7,356.53

League Web Site: www.lkm.org



Master Services Agreement

This Services Agreement ("Agreement") is entered into this December 1, 2011, by and between **Wellness Innovations and Nursing Services, LLC**, with offices located at 14425 College Boulevard Suite 130, Lenexa, KS 66215 ("WINS"), and **CITY OF PITTSBURG KANSAS** ("CITY OF PITTSBURG KANSAS") located at 201 W. 4th St., Pittsburg, KS 66762.

In consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, WINS and **CITY OF PITTSBURG KANSAS** hereby agree to the following terms and conditions of this Agreement and the attached Proposal and Rider Agreement.

ARTICLE 1. RESPONSIBILITIES OF WINS

- 1.1 Services.** **CITY OF PITTSBURG KANSAS** requests that WINS' provide screenings or other services for its employees as identified by **CITY OF PITTSBURG KANSAS** (whether one or more, collectively, "PARTICIPANTS") at **CITY OF PITTSBURG KANSAS** and/or other locations (collectively, "Locations(s)"). Upon **CITY OF PITTSBURG KANSAS'S** request, WINS shall provide services at the Location(s) on the attached Rider(s) and/or Attachment(s) (collectively, "Service(s)"), subject to the availability of supplies and/or qualified medical professionals (individually and collectively, "Personnel").
- 1.2 Personnel.** All Personnel provided by WINS shall be employees or contractors of WINS, and not of **CITY OF PITTSBURG KANSAS**.
- 1.3 Health and Safety Guidelines.** Prior to providing Services, WINS shall obtain a physician's order authorizing the provision of Service, as required under applicable State laws. WINS will follow applicable guidelines issued by the State Department of Health Services pertaining to Services and disposal of waste. Upon receipt of written request, WINS will forward a copy of its Infection Control Guidelines to **CITY OF PITTSBURG KANSAS**.
- 1.4 Supplies.** WINS will supply all necessary personnel, medical supplies, vaccine, and forms to be used in administering and/or providing Services to **CITY OF PITTSBURG KANSAS**.
- 1.5 Insurance.** WINS will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions of Personnel occurring in connection with the provision of services under this Agreement. WINS will provide a certificate of insurance evidencing such coverage upon request by **CITY OF PITTSBURG KANSAS**. WINS further agrees to maintain any statutorily required worker's compensation insurance for all of its Personnel providing services to **CITY OF PITTSBURG KANSAS** under this Agreement.
- 1.6 Employment and Taxes.** WINS will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. WINS, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance.



Master Services Agreement

ARTICLE 2. RESPONSIBILITIES OF CITY OF PITTSBURG KANSAS

- 2.1 Incorporation of Riders.** CITY OF PITTSBURG KANSAS agrees that the Riders and Attachments attached hereto are incorporated herein by reference and form a part of this Agreement. If there is any conflict between this Agreement and any Riders and/or Attachments, the terms of the Riders and/or Attachments will govern.
- 2.2 Insurance.** CITY OF PITTSBURG KANSAS will maintain at its sole expense a valid policy of general and liability coverage with minimum limits \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering CITY OF PITTSBURG KANSAS property and the sole negligent acts or omissions of its employees. CITY OF PITTSBURG KANSAS will provide a certificate of insurance evidencing such coverage to WINS upon request.
- 2.3 Work Environment.** CITY OF PITTSBURG KANSAS will provide a workspace that will enable WINS to safely provide Services to individuals seeking such service. CITY OF PITTSBURG KANSAS will provide furniture, to include, but is not limited to, tables and chairs, and allow WINS Personnel reasonable access to telephones for business use.

ARTICLE 3. MUTUAL RESPONSIBILITIES

- 3.1 Non-discrimination.** Neither WINS nor CITY OF PITTSBURG KANSAS will discriminate on the basis of age, race, color, national origin, religion, gender, sexual orientation, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by applicable law.
- 3.2 Non-Solicitation.** CITY OF PITTSBURG KANSAS will not directly or indirectly entice, induce or in any manner influence employees of WINS to leave WINS' employment for the purpose of engaging in the business of or being employed by or associated with any person, firm, association, partnership, corporation or other entity whatsoever.

ARTICLE 4. COMPENSATION

- 4.1 Billing.** WINS will submit invoices to CITY OF PITTSBURG KANSAS for services rendered (as applicable to any provisions set forth in applicable Rider(s)) and CITY OF PITTSBURG KANSAS shall pay such invoices when due.
- 4.2 Payment.** CITY OF PITTSBURG KANSAS will send all payments to the following address, unless a different address is set forth in an attached Rider:
Wellness Innovations and Nursing Services, LLC
Attn: Accounts Receivable
14425 College Boulevard, Suite 130
Lenexa, KS 66215

All amounts to WINS are due and payable within fifteen (15) days from the date such invoice is received unless the CITY OF PITTSBURG, KANSAS notifies WINS in writing prior to such time period that payment of all or a portion of the invoice is disputed. In that event, any portion of the invoice that is not in dispute shall be paid to WINS and the balance shall not be subject to the accrual of interest provided that the invoice is disputed in good faith. The parties shall fully cooperate with each other to resolve the dispute. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1½%) per month on the unpaid balance, equal to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.



Master Services Agreement

ARTICLE 5. TERM OF AGREEMENT

5.1 Term. This Agreement will be in effect for the time period of December 1, 2011 throughout December 31, 2014.

5.2 Termination.

- a) Refer to Rider(s) for termination language based on Service. This Master Services Agreement will automatically terminate if no Rider exists for a period of one (1) year.
- b) Termination for Breach. This Agreement and the Rider Agreement may also be terminated by either party in the event of a material breach of the terms of this Agreement by the other party, provided that the breaching party shall have a period of thirty (30) days following receipt of written notice of an alleged breach of any of the terms of this Agreement within which to correct such breach. If the breach is not corrected within that period, the non-breaching party may terminate this Agreement immediately by providing written notice of termination. Payment and service will continue until the effective date of the termination.

ARTICLE 6. GENERAL TERMS

6.1 Independent Contractors. The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

6.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor, but the assignor shall provide assignee with prompt written notice of the assignment. In any event, the assigning party will remain fully liable to the other party under this Agreement.

6.3 Indemnification. WINS agrees to indemnify and hold harmless **CITY OF PITTSBURG KANSAS**, and its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of WINS, its directors, officers, employees or agents in providing services under this Agreement. **CITY OF PITTSBURG KANSAS** agrees to indemnify and hold harmless WINS, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of **CITY OF PITTSBURG KANSAS**, its directors, officers, employees, contractors or agents under this Agreement.

6.4 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested and postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party in the manner specified herein.

CITY OF PITTSBURG KANSAS

Wellness Innovations & Nursing Services, LLC
Attn: Tracy Fry
President
14425 College Blvd, Suite 130
Lenexa, KS 66215



Master Services Agreement

- 6.5 Headings.** The headings of the sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 6.6 Entire Contract; Counterparts.** This Agreement constitutes the entire contract between **CITY OF PITTSBURG KANSAS** and WINS regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties. The parties acknowledge and agree that the execution and delivery of this Agreement by facsimile transmission shall be valid and binding.
- 6.7 Availability of Vaccine and/or Supplies.** As applicable, the parties agree that WINS' obligation under this Agreement to provide Services is expressly conditioned upon the availability of vaccine and/or supplies. Should vaccine and/or supplies become unavailable, WINS will not be required to provide Services pursuant under this Agreement and shall have no liability whatsoever to **CITY OF PITTSBURG KANSAS** or any third party as a result of its failure or inability to do so.
- 6.8 Force Majeure.** Neither WINS nor **CITY OF PITTSBURG KANSAS** shall be liable for any failure or inability to perform their respective obligations under this Agreement for a period of up to forty-five (45) days due to any cause beyond the reasonable control of the non-performing party, including but not limited to acts of God, regulations of laws of any government, acts of war or terrorism, acts of civil or military authority, fires, floods, accidents, epidemics, quarantine restrictions, unusually severe weather, explosions, earthquakes, strikes, labor disputes, loss or interruption of electrical power or other public utility, freight embargoes or delays in transportation, or any similar or dissimilar cause beyond its reasonable control. If a party's non-performance under this section extends for forty-five (45) days or longer, the party affected by such non-performance may terminate this Agreement by providing written notice thereof to the other party.
- 6.9 Compliance with Laws.** WINS agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, or local rules and regulations.
- 6.10 Severability.** In the event that one or more provision of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- 6.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Kansas, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Kansas and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- 6.12 Limitation of Liability.** Neither WINS nor **CITY OF PITTSBURG KANSAS** will be responsible for special, indirect, incidental, punitive, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- 6.13 Amendment.** No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed and signed by both parties.



Master Services Agreement

6.14 Attorneys Fees. In the event either party is required to obtain legal assistance to enforce its rights under this Agreement, or to collect any monies due, hereunder, the prevailing party shall be entitled to recover from the other party, in addition to all other sums due, reasonable attorney's fees (including a reasonable hourly rate for the time expended by in-house counsel), court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION (PHI)

7.1 HIPAA Compliance. WINS agrees to:

- a) comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 and as amended ("HIPAA"), and the requirements of any regulations promulgated thereunder;
- b) not use or further disclose any PHI concerning PARTICIPANTS, other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. The receiving party shall implement appropriate safeguards to prevent the use or disclosure of PARTICIPANTS PHI other than as provided for by this Agreement;
- c) promptly report to the other party any violations, use and/or disclosure of PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure; and
- d) comply with the privacy, security and electronic transaction requirements defined in the HIPAA regulations.

7.2 Breach of Confidentiality. In the event that either party is in material breach of any provision(s) of this Article, it shall immediately advise the other party and take commercially reasonable steps to remedy such breach, including, but not limited to protecting against the consequences of any disclosure or use of PHI in violation of this Agreement. Both parties acknowledge that use or disclosure of the PHI, in any manner inconsistent with this Agreement, may result in irreparable and continuing damage. As applicable by law, legal remedies, such as equitable relief may be necessary to protect against any such breach or threatened breach, including, without limitation, injunctive relief.

CITY OF PITTSBURG KANSAS and WINS have acknowledged their understanding of and agree to the mutual promises written above by executing this Agreement as of the date first set forth above.

CITY OF PITTSBURG KANSAS

WELLNESS INNOVATIONS AND NURSING SERVICES, LLC.

Tracy L. Fry

12/1/11

Signature

Date

Signature

Date

Tracy L. Fry, President

Printed Name & Title

Printed Name & Title



FINANCE AND ADMINISTRATION

201 West 4th Street · Pittsburg KS 66762

(620) 231-4100

www.pittks.org

Interoffice Memorandum

TO: John VanGorden, Interim City Manager

FROM: Jamie Clarkson, Assistant Director of Finance and Administration

DATE: December 1, 2011

SUBJECT: Agenda Item – December 13, 2011
H.U.D. Section 8 Housing Program Auditing Contract with
Berberich Trahan & Company, PA

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 13, 2011. Action necessary will be to approve the attached 2011 auditing contract with Berberich Trahan & Company, PA, in the amount not to exceed \$2,625. Having a separate audit of the HUD Section Eight Program is a requirement of the federal government. The amount of \$2,625 is the same amount as the 2009 and 2010 audit fees.

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

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

RECEIVED

NOV 30 2011

City of Pittsburg
Dept. of Finance & Adm.



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

November 29, 2011

Deena Hallacy, Executive Director
Pittsburg Housing Authority
201 W. 4th Street, P.O. Box 688
Pittsburg, Kansas 66762

This letter is to explain our understanding of the arrangements for, and the nature and limitations of, the services we are to perform for Pittsburg Housing Authority (the Housing Authority) with respect to certain records and transactions of the Housing Authority. We will apply the agreed-upon-procedures, which the U.S. Department of Housing and Urban Development (HUD), Real Estate Assessment Center (REAC), have specified, to the electronic submission and related hard copy documents listed in the attached schedule as of and for the year ended December 31, 2011. This engagement is solely to assist the Housing Authority and the U.S. Department of Housing and Urban Development, REAC, in determining whether electronic submission of certain information agrees with the related hard copy documents. The specific procedures to be performed are included as an attachment to this letter.

Engagement Services

Our engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Because the procedures included in the attachment to this letter do not constitute an audit made in accordance with generally accepted auditing standards, we will not express an opinion on any of the specific elements, accounts, or items referred to in our report or on the financial statements of the Housing Authority taken as a whole.

You agree to the involvement of Affordable Housing Association of CPAs (AHACPA) for the purpose of providing assistance in entering data into the REAC website to assist us in the performance of this engagement. Any fees incurred for such assistance will be billed directly to us by AHACPA.

At the conclusion of our engagement, we will submit a report in letter form outlining the procedures performed.

Our report will contain a statement that it is intended solely for the use of the Housing Authority and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. Should you desire that others be added to our report as specified parties, please contact us as it will be necessary to obtain their agreement with respect to the sufficiency of the procedures for their purpose.

Our report will also contain a paragraph pointing out that if we had performed additional procedures or if we had conducted an audit in accordance with generally accepted auditing standards, matters in addition to any findings that may result from the procedures performed might have come to our attention and been reported to you.

BERBERICH TRAHAN & CO., P.A. 3630 SW Burhingame Rd., Topeka, KS 66611-2050 t 785-234-3427 toll-free 800-530-5526 f 785-233-1788 btandccpa.com

An Independently Owned Member
McGLADREY ALLIANCE



McGladrey

Deena Hallacy, Executive Director
Pittsburg Housing Authority
Page 2



The services that we will perform are not designed and cannot be relied upon to disclose errors, fraud or illegal acts, should any exist. However, we will inform the appropriate level of management of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

Furthermore, the services were not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to management and the governing board any significant deficiencies or material weaknesses that become known to us during the course of the engagement.

Management's Responsibilities

We ask that you either confirm or amend our understanding regarding the procedures included in the attachment to this letter. The sufficiency of these procedures is solely the responsibility of the Housing Authority. We make no representation regarding the sufficiency of the procedures described above either for the purpose for which these services have been requested or for any other purpose.

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

The assistance to be supplied by your personnel will be discussed and coordinated with you. The timely and accurate completion of this work is an essential condition to our completion of our services and issuance of our report.

Other Terms of Our Engagement

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

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

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

Deena Hallacy, Executive Director
Pittsburg Housing Authority
Page 3



Our fees for the services described above were included in the City of Pittsburg, Kansas engagement letter dated November 29, 2011 and are based on the time required by the individuals assigned to the engagement, plus direct expenses. Our fees will be \$ 2,100 to \$ 2,625. This fee estimate may be subject to adjustments based on unanticipated changes in the scope of our work. All other provisions of this letter will survive any fee adjustment. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

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

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

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

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

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

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

Deena Hallacy, Executive Director
Pittsburg Housing Authority
Page 4



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

Very truly yours,

BERBERICH TRAHAN & CO., P.A.

A handwritten signature in cursive script that reads "Karen K. Linn".

Karen K. Linn
Director

KKL:tl
Enclosures

Confirmed on behalf of the addressee:

Signature

Date

Compare the electronic submission of the items listed in the “UFRS Rule Information” column with the corresponding printed documents listed in the “Hard Copy Documents” column as shown in the chart below.

UFRS Rule Information	Hard Copy Documents
Balance Sheet and Revenue and Expense	Financial Data Schedule, all CFDAs
Footnotes	Footnotes to audited basic financial statements
Type of opinion on FDS	Auditor’s Reports on the Financial Statements
Audit findings narrative	Auditor’s GAS and A-133 reports and Schedule of Findings and Questioned Costs
General information	Schedule of Findings and Questioned Costs
Financial statement report information	OMB Data Collection Form
Federal program report information	Schedule of Findings and Questioned Costs and OMB Data Collection Form
Federal agencies required to receive reporting package	OMB Data Collection Form
Basic financial statements and auditor’s reports required to be submitted electronically	Basic financial statements (inclusive of auditor reports) and separate Housing Authority auditor report



To: City Commissioners

From: Pat Clement, Director, Pittsburg Public Library *Pat*

Re: Payment for HVAC compressor

Date: December 1, 2011

The Library Board of Trustees would like to request a payment of up to \$8,200 to Building Controls and Services from the Library Annuity Fund to pay for the acquisition and installation of a new compressor for the library's HVAC system.

Thank you

INTEROFFICE MEMORANDUM

To: Interim City Manager John VanGorden
Chief Mendy Hulvey
From: Sergeant Tim Tompkins
CC:
Date: Thursday, December 1, 2011
Subject: Dance Hall License Renewal for The Jungle Bar

In response to the request to renew the dance hall license for the Jungle Bar, 1620 S. Broadway submitted by Mr. Rick Peoples, I have reviewed the calls for service received by the police department for the period of September 1, 2010 through November 30, 2011. During this period, the police department responded to 48 calls for service, filed 23 reports for various incidents and conducted 35 routine bar checks.

For comparison purposes, during the 2010 dance hall license renewal process, the review showed the police department had responded to 46 calls for service, filed 27 reports for various offenses and had conducted 41 routine back checks. Following is a summation of the calls for service with calls requiring a report to be filed highlighted in bold print.

September 10, 2010, 4:04 a.m. – Commercial Alarm – Officers responded to an alarm at the business. The business was secure and the alarm was determined to be false.

September 14, 2010, 6:40 a.m. – Commercial Alarm – Officers responded to an alarm at the business. A backdoor into Wheat State Pizza was found unsecure, which also allowed access into the bar. Both businesses were checked and the alarm was determined to be false. Management responded and secured the business.

September 14, 2010, 1:13 p.m. – Commercial Alarm – Officers were sent to the business in reference to an alarm. The alarm company called back and advised management was on site and that the alarm was false. Officers were cancelled prior to arrival and returned to service.

September 18, 2010, 1:21 a.m. – Liquor Law Violation – An officer on patrol saw a subject reaching through the fence into the beer garden behind the bar attempting to grab something inside the fence. As the officer exited his vehicle, the subject attempted to flee from the officer. The subject was caught, found to be intoxicated, and under age 21. He was arrested for minor in possession and taken to jail. The suspect

stated he was not in the bar, but was just walking through the parking lot and tried to grab beer from inside the fenced area.

September 19, 2010, 2:05 a.m. – Battery – An officer was on the parking lot of the bar at closing when he was approached by a female with a bloody lip who claimed she was struck in the mouth by an unknown female inside the bar for no reason. There were no apparent witnesses to the incident and no suspect was ever identified.

September 22, 2010, 3:15 a.m. – Theft – Management reported they discovered a broken liquor bottle in their basement storage area. Upon checking surveillance video, an unknown male had gone into the basement area and stolen items, dropping one and breaking it as he was leaving. The video was turned over to the officer investigating the case however a suspect was never identified.

September 24, 2010, 3:50 p.m. – Request for Officer – Management requested to speak with an officer about persons soliciting inside the business. They were advised of options that could be taken. No further action required.

October 6, 2010, 1:43 a.m. – Battery – Officers were advised of a fight in the parking area in front of the bar. Upon arrival officers discovered a female victim who was struck in the face by a male suspect who had left the area prior to arrival. The victim was taken to Via Christi for treatment. The suspect was identified and the matter was referred for prosecution.

October 6, 2010, 4:03 a.m. – Commercial Alarm – Officers responded to an alarm at the business. The alarm was found to be false and the building secure.

October 16, 2010, 1:03 a.m. – Theft from Motor Vehicle – An officer was called to the business in reference to a theft from a vehicle parked on the parking lot. The victims reported they parked their vehicle and went into the bar for a short time. When they returned to the car, they found a door open and their purses stolen. The purses were located under a vehicle on the other side of the parking lot with nothing found missing. The purses were returned to the owners. No suspect or witnesses were identified.

October 24, 2010, 2:00 a.m. – Request for Officer – Officers were called to the bar in reference to an unconscious female on the ground in front of the business. EMS responded and the subject was transported to Via Christi for treatment related to her intoxicated state.

October 30, 2010, 1:42 a.m. - Domestic Violence Information – The shift supervisor was conducting a routine bar check when he discovered a husband and wife in a heated argument in the beer garden area. The incident was verbal in nature and did not meet criteria for domestic arrest. The subjects were identified and an information report completed. The subjects left the bar and no further action was required.

October 30, 2010, 2:11 a.m. – County Arrest Warrant – Officers were called to the bar in reference to a subject with 4 active felony forgery warrants being at the bar. Officers met the reporting party, who was a victim in the case and recognized the suspect at the bar. The subject was pointed out to officers, the warrants confirmed and the subject arrested and taken to jail.

October 30, 2010, 2:13 a.m. – Officer Information Report – The sister of the person arrested on the previous call reported the person who called had confronted them and tried to start a fight. The reporting party from above said she walked into the bar and was confronted by the subject and her sister for reporting the incident in the first place. No crimes were committed by the subjects involved and the matter was documented with an information report. No further action required.

October 30, 2010, 10:00 p.m. – Protective Custody – Management requested officers in reference to a subject who was making threats of getting a gun and shooting himself in the bar. Officers made contact with the subject who admitted making self-harm statements but did not have a gun with him. Officers found his vehicle parked outside the business with a rifle and ammunition on the back seat. The subject was taken into custody and screened by mental health. The rifle was seized by officers and the matter referred to the court for further action.

November 21, 2010, 1:08 a.m. – Fight in Progress – Anonymous caller advised two males and a female were involved in a physical altercation in front of the bar. Upon arrival, officers discovered the subjects in a verbal argument only. They were separated and the matter resolved with no further action required.

November 27, 2010, 12:28 a.m. – Theft from a Motor Vehicle – The reporting party advised he gave an unknown male a ride to the bar after meeting him at another bar. The victim said he parked his car on the lot and the unknown male left his vehicle walking across the parking lot. The victim went into the bar for a short time, and when he returned to his vehicle his wallet was missing. There were no witnesses or suspects identified.

November 27, 2010, 12:08 p.m. – Commercial Alarm – An officer patrolling the area heard an audible alarm from the business. The building was checked and found to be secured. The alarm reset and no further action was required.

December 4, 2010, 1:50 a.m. – Aggravated Battery – Officers were called to the bar in reference to a fight in the parking lot. According to a witness, he and his passengers were attempting to pull out of the parking lot when two subjects walking from the bar stopped in the middle of the driveway and refused to move. A verbal argument ensued and when a passenger in the truck stepped out, he was attacked, knocked unconscious and kicked in the head by the two subjects. Officers were able to locate the subjects who were arrested and taken to jail. The victim was taken to Via Christi by EMS for treatment and the matter was referred for prosecution.

January 8, 2011, 12:02 a.m. – County Warrant – An officer conducting a routine bar check observed a subject in the bar known to have an active arrest warrant. The subject was arrested and taken to jail.

January 15, 2011, 1:51 a.m. – Criminal Damage to Property – Officers were called to the bar in reference to damage to a vehicle. According to the victim, his passenger was arguing in the bar with an ex-girlfriend. The victim and his friend left the bar and as they were pulling out of the parking lot, the suspect walked up to his car and kicked the back door damaging it. The suspect was identified and the matter referred for prosecution.

January 16, 2011, 2:32 a.m. – Check Welfare – Officers were called to the bar in reference to a subject slumped over in a vehicle parked outside the bar. An officer contacted the subject who indicated he knew he was too intoxicated to drive and was sleeping it off in his vehicle. Due to the cold weather, a friend was called to pick the subject up. No further action required.

January 23, 2011, 1:04 a.m. – Criminal Trespass – A subject called the PD and advised his ID was taken by management and they would not return it unless the PD was contacted. It was determined the subject was caught by management attempting to pass his ID to someone else presumably under age who fled the area prior to officer's arrival. The subject denied the incident and at management request was advised not to return to the bar or he would face arrest for criminal trespass. No further action required.

February 8, 2011, 5:25 p.m. – Request for Officer – Management requested assistance confirming the validity of an ID from out of state being presented by a subject for entrance. The ID was confirmed valid. No further action required.

March 27, 2011, 2:23 a.m. – Disorderly Conduct – Officers were called to a fight in the parking lot. The investigation revealed two subjects bumped into each other inside the bar and an argument ensued. The subjects were separated and upon leaving, began arguing again in the parking lot. The altercation turned physical and the subjects were fighting when officers arrived. Both subjects were arrested for disorderly conduct and taken to jail.

April 3, 2011, 2:18 a.m. – Hit and Run Accident – A witness called and reported a vehicle struck a parked car and left the parking lot without stopping. A description of the offending vehicle and driver was provided however he was not located that night. The offending driver was contacted the next day and cited for traffic offenses and the matter referred for prosecution.

April 4, 2011, 12:53 a.m. – Commercial Alarm – Officers responded to an alarm at the business. Management was contacted and indicated if the building was secure, they would not be responding. The building was checked and officers returned to service.

April 4, 2011, 11:06 a.m. – Lost or Stolen Property – Victim reported her wallet was either lost or stolen when she was at the business the previous night. There were no apparent witnesses or suspects to the incident.

April 14, 2011, 12:37 a.m. – Theft – Management contacted officers in reference to a subject attempting to gain entry with an ID belonging to someone else. The ID was confiscated and the owner then showed up to claim the ID. According to the owner, the ID was taken by her roommate without her knowledge or permission. A theft complaint was completed and the matter referred for prosecution.

April 22, 2011, 1:44 a.m. – Request for Officer – Management requested an officer to confirm the validity of an ID being presented from Massachusetts. The ID was confirmed to be valid and the officer returned to service.

June 12, 2011, 12:47 a.m. – Noise Complaint – Officers were sent to the business in reference to loud noise coming from the bar. Management was advised of the complaint involving music from the deck area of the bar. The music was shut down and no further action was required.

June 25, 2011, 12:51 a.m. – Noise Complaint – Officers were called to the bar in reference to loud music from the deck area of the bar. Officers noted the music was in violation of City ordinance and a complaint was issued for the violation.

June 26, 2011, 12:58 a.m. – Request for Officers – Management requested officers in reference to a problem customer at the door. Upon arrival it was discovered the subject was intoxicated and management refused entry. The subject was advised of criminal trespass and was removed from the area by friends. No further action was required.

July 2, 2011, 12:58 a.m. - Deliver Message – Officers were requested to deliver an emergency message to a patron at the bar in reference to a family medical emergency. Contact was made and the message delivered. No further action required.

July 9, 2011, 12:15 a.m. – Noise Complaint – Officers were called to the bar in reference to loud music coming from the deck of the bar. Officers confirmed the violation and issued a complaint for the violation.

July 24, 2011, 2:20 a.m. – Assist Other Agency – Pittsburg State University Police requested officer assistance with a subject that was causing a disturbance in the parking lot after leaving the bar. Officers arrived and the matter was resolved with no further action required.

July 30, 2011, 10:32 p.m. – Driving Complaint – A patron of the bar reported a vehicle driving recklessly through the parking lot behind the bar. A description of the vehicle was obtained, but the vehicle was not located.

August 26, 2011, 11:34 p.m. – Request for Officer – Management requested assistance with a subject who was refusing to leave the bar. As officers were arriving, the subject left the area. No further action required.

August 27, 2011, 5:16 p.m. – Request for Officer – The owner of the bar requested officers in reference to an incident which occurred in the bar the previous night to review the video. The incident involved agents from the Alcohol Beverage Control who were called to the scene and the matter referred to them. No further action required.

September 3, 2011, 3:55 a.m. – Hit and Run Accident – Management contacted the police department in reference to their vehicle being struck by another vehicle which left the scene without reporting the accident. Information was gathered and an accident report filed.

September 4, 2011, 12:41 a.m. – Request for Officer – Management requested to speak with an officer in reference to identifying a possible suspect in the previous incident. The information was gathered and added to the accident report.

September 24, 2011, 1:47 a.m. – Battery – Officers were called to the bar in reference to two females involved in a physical altercation. The investigation revealed the two subjects were roommates who began arguing when one subject was hit by the other. The suspect fled the area and was not located. A report was filed and the matter referred for prosecution.

September 25, 2011, 12:29 a.m. – Noise Complaint – Officers were called to the bar in reference to a loud music complaint. Upon investigation, the officers determined there was no violation of the noise ordinance occurring. Management was advised of the complaint and no further action was required.

September 25, 2011, 1:59 a.m. – Fight in Progress – Officers were advised of a fight in front of the bar. As officers arrived, several subjects fled the area. The matter was resolved with no further action required.

September 25, 2011, 2:29 a.m. – Hit and Run Accident – A subject reported his car was struck while parked on the parking lot of the bar. A witness was identified which led to the identification of the offending vehicle and driver. The subject was later contacted and cited and the matter referred for prosecution.

November 6, 2011, 1:44 a.m. – Assist EMS – Officers were called to assist EMS at the bar in reference to a subject who was reported to have fallen down a set of metal stairs at the back of the bar. The subject was transported by EMS to Via Christi for treatment.

November 8, 2011, 12:18 a.m. – Disorderly Conduct – Officers were called in reference to a subject who refused to leave the bar. As officers were talking to management, the subject began threatening employees standing near him. The subject was arrested and taken to jail.

November 12, 2011, 12:06 a.m. – Request for Officer – A subject reported her ID stolen inside the bar by another person who refused to return it. Due to extensive call load, the call was referred to PSU PD who responded and dealt with the situation.

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE:11/16/2011 THRU 12/06/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS	R	11/18/2011			166685		19.44
0095	CRAWFORD COUNTY TREASURER	R	11/18/2011			166686		2,546.34
1	FEHRENBACH, LAURIE	R	11/18/2011			166687		100.00
6740	FELD FIRE	R	11/18/2011			166688		2,135.00
1	GROTHER, TAMMY	R	11/18/2011			166689		100.00
1	JOINSON, LORANE	R	11/18/2011			166690		175.00
1	POTTS, STEVE	R	11/18/2011			166691		27.00
1962	RESERVE ACCOUNT	R	11/18/2011			166692		6,000.00
1	TRUG, BROOKE LEIGH	R	11/18/2011			166693		909.50
5589	VERIZON WIRELESS	R	11/18/2011			166694		3,475.49
1108	WESTAR ENERGY	R	11/18/2011			166697		48.11
4052	TRAVELERS	R	11/22/2011			166725		635.00
1	BAKER, MARGARET	R	11/23/2011			166727		200.00
4263	COX COMMUNICATIONS	R	11/23/2011			166728		1,517.66
0094	M&I BANK	R	11/23/2011			166731		500.00
5904	TASC	R	11/23/2011			166732		1,809.39
0093	US POST OFFICE	R	11/23/2011			166733		70.00
6706	APAC-MISSOURI INC	R	11/30/2011			166734		90,371.70
1	GULLEY, RON	R	12/01/2011			166751		585.00
0093	US POST OFFICE	R	12/02/2011			166752		70.00
1	POTTS, STEVE	R	12/02/2011			166753		141.12
1	CLASS LTD	R	12/02/2011			166754		500.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1108	WESTAR ENERGY	R	12/02/2011			166755		34.78
1616	CITY OF PITTSBURG	R	12/02/2011			166756		15,910.74
6503	RYAN FREEMAN	R	12/02/2011			166759		904.50
6622	JEFF SWITLIK	R	12/02/2011			166760		169.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	12/06/2011			166761		60.42
2876	A-PLUS CLEANERS & LAUNDRY	R	12/06/2011			166762		50.40
2004	AIRE MASTER	R	12/06/2011			166763		30.00
6601	ALLIED WASTE SERVICES	R	12/06/2011			166764		969.52
6784	BIG ASS FANS	R	12/06/2011			166766		5,650.00
6192	KATHLEEN CERNE	R	12/06/2011			166767		600.00
6593	CITIZENS BANK BOWL	R	12/06/2011			166768		4,000.00
5426	CLEAR CREEK VEHICLES	R	12/06/2011			166769		413.65
5759	COMMUNITY HEALTH CENTER OF SEK	R	12/06/2011			166770		472.00
6735	CHRIS CURTIS	R	12/06/2011			166771		3,000.00
6780	EDITION ONE GROUP	R	12/06/2011			166772		1,765.00
6796	EDWARD WAYNE INC	R	12/06/2011			166773		100.00
6710	FAT DADDY'S FLAT TOP & GRILL	R	12/06/2011			166774		402.75
6797	FIRE SAFETY USA INC	R	12/06/2011			166775		1,735.00
6358	FIRE X INC	R	12/06/2011			166776		612.75
6620	FLEET PRIDE INC	R	12/06/2011			166778		121.85
6793	FOREMOST PROMOTIONS	R	12/06/2011			166779		255.44
3415	HARTZLER EQUIPMENT CO	R	12/06/2011			166780		679.67

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6600	HAWVER NEWS COMPANY LLC	R	12/06/2011			166781		180.00
6750	HW LOCHNER, BWR DIVISION	R	12/06/2011			166782		13,110.00
1790	IMSA	R	12/06/2011			166783		80.00
6551	INTECONNECT INC	R	12/06/2011			166784		3,240.00
1545	JRB INDUSTRIES INC	R	12/06/2011			166785		3,800.00
6718	NATIONAL SCREENING BUREAU	R	12/06/2011			166786		66.00
1876	PRICE BROTHERS EQUIPMENT	R	12/06/2011			166787		750.00
6372	SATTERLEE PLUMBING, HEATING &	R	12/06/2011			166788		175.00
1795	SEK INC	R	12/06/2011			166789		650.00
6716	SID BOEDEKER SAFETY SHOE SERVI	R	12/06/2011			166790		114.99
0403	SOUTHWEST NAHRO	R	12/06/2011			166791		35.00
4052	TRAVELERS	R	12/06/2011			166792		2,562.00
6085	TROY WESTRUM INC	R	12/06/2011			166793		622.50
6798	TRUX TRAILER & TRACTOR REPAIR	R	12/06/2011			166794		3,914.18
4839	VAN BECELAERE MACHINE WORKS, I	R	12/06/2011			166795		115.00
2350	WCA WASTE SYSTEMS INC	R	12/06/2011			166796		844.67
4741	WESTAR ENERGY	R	12/06/2011			166797		756.00
0011	AMERICAN ELECTRIC INC	E	11/23/2011			999999		810.22
0022	DANKO EMERGENCY EQUIPMENT CO.	E	11/23/2011			999999		33.65
0026	STANDARD INSURANCE COMPANY	D	12/01/2011			999999		1,217.19
0039	BATTERY MART INC	E	11/23/2011			999999		52.90
0046	ETTINGERS OFFICE SUPPLY	E	11/23/2011			999999		612.05

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0063	LOCKE WHOLESALE SUPPLY	E	11/23/2011			999999		358.70
0075	RYAN'S DRIVE-THRU CLEANER	E	11/23/2011			999999		453.70
0078	SUPERIOR LINEN SERVICE	E	11/23/2011			999999		453.48
0084	INTERSTATE EXTERMINATOR, INC.	E	11/23/2011			999999		462.00
0087	FORMS ONE	E	11/23/2011			999999		1,512.99
0088	D & H LEASING INC	E	11/23/2011			999999		165.13
0101	BUG-A-WAY INC	E	11/23/2011			999999		100.00
0105	PITTSBURG AUTOMOTIVE INC	E	11/23/2011			999999		2,161.39
0112	MARRONES INC	E	11/23/2011			999999		390.05
0117	THE MORNING SUN	E	11/23/2011			999999		183.91
0129	PROFESSIONAL ENGINEERING CONSU	E	11/23/2011			999999		51,523.69
0133	JIM RADELL CONSTRUCTION INC	E	11/23/2011			999999		12,783.80
0135	PITTSBURG AREA CHAMBER OF COMM	E	11/21/2011			999999		14,500.00
0136	CHARLESWORTH & ASSOCIATES LC	E	11/23/2011			999999		1,350.00
0145	BROADWAY LUMBER COMPANY, INC.	E	11/23/2011			999999		130.18
0154	BLUE CROSS & BLUE SHIELD	D	11/18/2011			999999		43,957.70
0154	BLUE CROSS & BLUE SHIELD	D	11/25/2011			999999		18,114.42
0154	BLUE CROSS & BLUE SHIELD	D	12/02/2011			999999		76,645.55
0163	O'REILLY AUTOMOTIVE INC	E	11/23/2011			999999		303.75
0183	PRO-PRINT INC	E	11/23/2011			999999		94.50
0191	XEROX CORP	E	11/23/2011			999999		351.85
0194	KANSAS STATE TREASURER	E	11/23/2011			999999		5,382.45

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0196	ALCOHOL & DRUG SAFETY	E	11/23/2011			999999		20.00
0199	KIRKLAND WELDING SUPPLIES	E	11/23/2011			999999		2,665.97
0200	SHERWIN WILLIAMS COMPANY	E	11/23/2011			999999		217.83
0207	PEPSI-COLA BOTTLING CO OF PITT	E	11/23/2011			999999		165.20
0224	KDOR	D	11/21/2011			999999		574.66
0224	KDOR	D	12/06/2011			999999		5,984.64
0276	JOE SMITH COMPANY, INC.	E	11/23/2011			999999		200.53
0278	LAWSON PRODUCTS INC	E	11/23/2011			999999		195.28
0286	R&R PRODUCTS INC	E	11/23/2011			999999		126.53
0292	UNIFIRST CORPORATION	E	11/23/2011			999999		51.51
0294	COPY PRODUCTS INC	E	11/23/2011			999999		3,771.81
0300	PITTSBURG FORD-MERCURY, INC.	E	11/23/2011			999999		114.26
0308	DOBRAUC OIL COMPANY INC	E	11/23/2011			999999		662.00
0321	KP&F	D	11/23/2011			999999		323.85
0329	O'MALLEY IMPLEMENT CO INC	E	11/23/2011			999999		388.64
0335	CUSTOM AWARDS PLUS INC	E	11/23/2011			999999		15.00
0337	CROSS-MIDWEST TIRE	E	11/23/2011			999999		15.75
0339	GENERAL MACHINERY	E	11/23/2011			999999		1,138.06
0347	LYNN'S QUICK LUBE	E	11/23/2011			999999		55.33
0375	CONVENIENT WATER COMPANY	E	11/23/2011			999999		15.00
0412	NAN MCKAY & ASSOCIATES	E	11/23/2011			999999		349.00
0420	CONTINENTAL RESEARCH CORP	E	11/23/2011			999999		168.91

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0516	AMERICAN CONCRETE CO INC	E	11/23/2011			999999		663.88
0627	BOETTCHER SUPPLY INC	E	11/23/2011			999999		108.35
0659	PAYNES INC	E	11/23/2011			999999		243.88
0669	RANDY VILELA	E	11/23/2011			999999		1,150.00
0709	BATES SALES COMPANY INC	E	11/23/2011			999999		297.32
0815	WILBERT & TOWNER	E	11/23/2011			999999		25.00
0907	MICROFLEX CORPORATION	E	11/23/2011			999999		209.80
0953	J A SEXAUER INC	E	11/23/2011			999999		108.46
1013	SAFETY FIRST SUPPLY CO., LLC	E	11/23/2011			999999		217.18
1033	BOB DITTMANN AGENCY INC	E	11/23/2011			999999		100.00
1050	KPERS	D	11/23/2011			999999		878.75
1165	NATIONAL BAND & TAG CO	E	11/23/2011			999999		99.02
1299	STRUKEL ELECTRIC INC	E	11/23/2011			999999		582.50
1478	KANSASLAND TIRE OF PITTSBURG	E	11/23/2011			999999		1,833.01
1490	ESTHERMAE TALENT	E	11/23/2011			999999		25.00
1631	EVERYTHING SEW SEW	E	11/23/2011			999999		39.50
1657	CRAWFORD COUNTY HEALTH DEPT	E	11/23/2011			999999		1,495.00
1923	AUTOZONE	E	11/23/2011			999999		24.99
2005	GALLS INCORPORATED	E	11/23/2011			999999		52.82
2035	O'BRIEN ROCK CO., INC.	E	11/23/2011			999999		2,062.71
2433	THE MORNING SUN	E	11/23/2011			999999		900.00
2988	JOPLIN PAINT CENTER	E	11/23/2011			999999		499.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3079	COMMERCE BANK	D	11/22/2011			999999		15,437.67
3142	COMMUNITY MENTAL HEALTH CENTER	E	11/23/2011			999999		450.00
3192	MUNICIPAL CODE CORP	E	11/23/2011			999999		550.00
3248	AIRGAS MID-SOUTH, INC	E	11/23/2011			999999		2,736.64
3570	AMERICAN EXPRESS	D	12/05/2011			999999		196.34
3571	LARRY'S DIESEL REPAIR LLC	E	11/23/2011			999999		282.74
3697	LR ENTERPRISES LLC	E	11/23/2011			999999		1,050.00
3802	BRENNTAG MID-SOUTH INC	E	11/23/2011			999999		2,909.04
3802	BRENNTAG MID-SOUTH INC	E	12/02/2011			999999		1,770.00
3971	FASTENAL COMPANY	E	11/23/2011			999999		190.67
4072	MERCHANT E-SOLUTIONS	D	12/02/2011			999999		322.14
4133	T.H. ROGERS HOMECENTER	E	11/23/2011			999999		209.91
4183	BARBIZON LIGHT OF THE ROCKIES	E	11/23/2011			999999		70.43
4277	AMERICAN EQUIPMENT CO	E	11/23/2011			999999		972.49
4307	HENRY KRAFT, INC.	E	11/23/2011			999999		273.96
4354	LIFESTYLE LEASING INC	E	11/23/2011			999999		600.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	11/23/2011			999999		254.83
4520	ETS CORPORATION	D	12/02/2011			999999		4,497.90
4603	KANSAS GOLF AND TURF INC	E	11/23/2011			999999		368.07
4618	TRESA NOYES	E	11/23/2011			999999		699.00
4638	SOUND PRODUCTS	E	11/23/2011			999999		46.35
5049	CRH COFFEE INC	E	11/23/2011			999999		80.70

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE:11/16/2011 THRU 12/06/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5228	KDHE	E	11/25/2011			999999		40.00
5236	SHOWCASES	E	11/23/2011			999999		173.88
5295	SPRINGFIELD BLUEPRINT	E	11/23/2011			999999		109.62
5552	NATIONAL SIGN CO INC	E	11/23/2011			999999		498.10
5566	VINYLPLEX INC	E	11/23/2011			999999		624.00
5590	HD SUPPLY WATERWORKS LTD	E	11/23/2011			999999		38,522.95
5677	BANK OF AMERICA	D	12/05/2011			999999		442.47
5725	RED THE UNIFORM TAILOR INC	E	11/23/2011			999999		339.08
5855	SHRED-IT USA INC	E	11/23/2011			999999		74.42
5892	LAFORGE AND BUDD CONSTRUCTION	E	11/23/2011			999999		290,527.20
5904	TASC	D	11/23/2011			999999		7,266.91
6198	CHARLES HOSMAN	E	11/23/2011			999999		375.00
6203	SOUTHWEST PAPER CO INC	E	11/23/2011			999999		97.22
6230	THE MAZUREK LAW OFFICE LLC	E	11/23/2011			999999		198.00
6262	CLEAN THE UNIFORM COMPANY	E	11/23/2011			999999		358.52
6309	TAMMY FRYE	E	11/23/2011			999999		400.00
6402	BEAN'S TOWING & AUTO BODY	E	11/23/2011			999999		402.50
6721	LLOYDS TRASH SERVICE	E	11/23/2011			999999		26.78
6772	INDUSTRIAL CRATING INC	E	11/23/2011			999999		1,720.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 M&I Bank
DATE RANGE: 11/16/2011 THRU 12/06/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
		NO		INVOICE AMOUNT			DISCOUNTS	CHECK AMOUNT
	REGULAR CHECKS:	61		180,888.56			0.00	180,888.56
	HAND CHECKS:	0		0.00			0.00	0.00
	DRAFTS:	14		175,860.19			0.00	175,860.19
	EFT:	98		463,258.52			12.00CR	463,246.52
	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: 80144	TOTALS:	173	820,007.27			12.00CR	819,995.27
BANK: 80144	TOTALS:	173		820,007.27			12.00CR	819,995.27

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0050	DEENA HALLACY	E	11/25/2011			999999		102.78
0050	DEENA HALLACY	E	12/05/2011			999999		107.17
0072	KEN ROBERTSON	E	12/05/2011			999999		17.32
0237	JON B. GARRISON	E	11/21/2011			999999		110.36
0526	KDHE	E	12/01/2011			999999		25.00
0643	ALLIANCE FOR TECHNOLOGY COMMER	E	11/25/2011			999999		175.00
0866	AVFUEL CORPORATION	E	11/25/2011			999999		30,013.46
1792	B&L WATERWORKS SUPPLY INC	E	12/05/2011			999999		87.54
2126	BUILDING CONTROLS & SERVICE IN	E	11/21/2011			999999		1,007.85
3884	MARK D. TURNBULL	E	12/05/2011			999999		184.52
5113	MIDWEST REGIONAL BALLET	E	11/21/2011			999999		9,837.87
5340	COMMERCE BANK TRUST	E	11/28/2011			999999		25,940.19
5609	RON WHITE	E	11/25/2011			999999		126.00
6508	JOHN H BAILEY	E	11/21/2011			999999		134.00
6519	JIM HANSON	E	11/21/2011			999999		14.20
6574	JOHN A BROOKS	E	11/30/2011			999999		323.13
6652	JOHNNY VILELA	E	11/21/2011			999999		5,055.00
6752	CAREY STEIER	E	11/21/2011			999999		142.34

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	18	73,403.73	0.00	73,403.73
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:	18	73,403.73	0.00	73,403.73
BANK: EFT	TOTALS:		18	73,403.73	0.00	73,403.73

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP M&I Bank - HAP
 DATE RANGE: 11/16/2011 THRU 12/06/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6266	KENNETH JOSEPH BRADY	R	12/01/2011			166735		269.00
6585	CLASS HOMES 1 LLC	R	12/01/2011			166736		69.00
6182	ALAN FELDHAUSEN	R	12/01/2011			166737		360.00
6168	K AND B RENTALS LLC	R	12/01/2011			166738		666.00
1601	GRAIG MOORE	R	12/01/2011			166739		193.00
6517	STACE MORRIS	R	12/01/2011			166740		1,680.00
5699	JON PRIDEAUX	R	12/01/2011			166741		235.00
6451	NAZAR SAMAN	R	12/01/2011			166742		530.00
3406	JON SCHWENKER	R	12/01/2011			166743		208.00
6437	FRED VAN BECELAERE	R	12/01/2011			166744		625.00
4636	WESTAR ENERGY, INC. (HAP)	R	12/01/2011			166745		611.00
0140	A&M RENTALS	E	12/02/2011			999999		893.00
0266	JOHN S KUTZ	E	12/02/2011			999999		1,054.00
0372	CONNER REALTY	E	12/02/2011			999999		876.00
0855	CHARLES HOSMAN	E	12/02/2011			999999		537.00
0969	SEK-CAP INC	E	12/02/2011			999999		150.00
1008	BENJAMIN M BEASLEY	E	12/02/2011			999999		1,090.00
1231	JOHN LOVELL	E	12/02/2011			999999		280.00
1454	BETTY J WILSON	E	12/02/2011			999999		239.00
1542	LARRY SHANKS	E	12/02/2011			999999		286.00
1603	GARY SAKER	E	12/02/2011			999999		404.00
1609	PHILLIP H O'MALLEY	E	12/02/2011			999999		4,495.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1638	VERNON W PEARSON	E	12/02/2011			999999		750.00
1649	HAROLD O'MALLEY	E	12/02/2011			999999		371.00
1688	DORA WARE	E	11/16/2011			999999		350.00
1688	DORA WARE	E	12/02/2011			999999		604.00
1874	HIGHLAND MEADOWS OF KS	E	11/16/2011			999999		520.00
1961	DUSTIN D MAJOR	E	12/02/2011			999999		254.00
1982	KENNETH STOTTS	E	12/02/2011			999999		2,246.00
2073	BRET M BULLARD	E	12/02/2011			999999		223.00
2256	TODD MERANDO	E	12/02/2011			999999		140.00
2304	DENNIS HELMS	E	12/02/2011			999999		726.00
2339	CHRIS WINDSOR	E	12/02/2011			999999		162.00
2397	DIXIE J HEFLIN	E	12/02/2011			999999		451.00
2398	WILLIAM E SAMSON	E	12/02/2011			999999		246.00
2542	CHARLES YOST	E	12/02/2011			999999		1,723.00
2624	JAMES ZIMMERMAN	E	12/02/2011			999999		910.00
2718	KENNETH B DUTTON	E	12/02/2011			999999		280.00
2850	VENITA STOTTS	E	12/02/2011			999999		454.00
2913	KENNETH N STOTTS JR	E	12/02/2011			999999		346.00
3002	BARBARA MINGORI	E	12/02/2011			999999		500.00
3067	STEVE BITNER	E	12/02/2011			999999		5,188.00
3082	JOHN R JONES	E	11/16/2011			999999		350.00
3082	JOHN R JONES	E	12/02/2011			999999		243.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP M&I Bank - HAP
DATE RANGE: 11/16/2011 THRU 12/06/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3114	PATRICIA BURLESON	E	12/02/2011			999999		1,132.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	12/02/2011			999999		824.00
3162	THOMAS A YOAKAM	E	12/02/2011			999999		550.00
3187	DEAN POWELL	E	12/02/2011			999999		325.00
3193	WILLIAM CROZIER	E	12/02/2011			999999		1,475.00
3218	CHERYL L BROOKS	E	12/02/2011			999999		230.00
3241	CHARLES P SIMPSON	E	12/02/2011			999999		197.00
3252	LINDA S LLOYD	E	12/02/2011			999999		635.00
3272	DUNCAN HOUSING LLC	E	12/02/2011			999999		4,247.00
3273	RICHARD F THENIKL	E	11/16/2011			999999		600.00
3273	RICHARD F THENIKL	E	12/02/2011			999999		1,222.50
3294	JOHN R SMITH	E	12/02/2011			999999		650.00
3317	PHIL MARTIN	E	12/02/2011			999999		233.00
3593	REMINGTON SQUARE	E	12/02/2011			999999		8,364.00
3668	MID AMERICA PROPERTIES OF PITT	E	11/16/2011			999999		400.00
3668	MID AMERICA PROPERTIES OF PITT	E	12/02/2011			999999		1,293.00
3708	GILMORE BROTHERS RENTALS	E	12/02/2011			999999		83.00
3724	YVONNE L. ZORNES	E	12/02/2011			999999		918.00
3746	JAROLD BONBRAKE	E	12/02/2011			999999		346.00
3929	MDI LIMITED PARTNERSHIP #49	E	11/16/2011			999999		200.00
3929	MDI LIMITED PARTNERSHIP #49	E	12/02/2011			999999		6,023.00
3978	TBSW HOLDINGS, LLC	E	12/02/2011			999999		195.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP M&I Bank - HAP
DATE RANGE: 11/16/2011 THRU 12/06/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4154	JOSEPH L. BOURNONVILLE	E	12/02/2011			999999		352.00
4177	MT RENTALS	E	12/02/2011			999999		383.00
4218	MEADOWLARK TOWNHOUSES	E	12/02/2011			999999		2,354.00
4308	KENNETH BATEMAN	E	12/02/2011			999999		451.00
4492	PITTSBURG SENIORS	E	12/02/2011			999999		3,949.00
4546	C & M PROPERTIES LLC	E	12/02/2011			999999		65.00
4564	TERRY L SIMPSON	E	12/02/2011			999999		390.00
4828	LINDA G MARTINSON	E	12/02/2011			999999		154.00
4928	PITTSBURG STATE UNIVERSITY	E	12/02/2011			999999		491.00
5035	ZACK QUIER	E	12/02/2011			999999		561.00
5039	VANETA MATHIS	E	12/02/2011			999999		267.00
5323	JAMES F HUEBNER	E	12/02/2011			999999		371.00
5393	CARLOS ANGELES	E	12/02/2011			999999		1,035.00
5534	SYCAMORE VILLAGE APARTMENTS	E	11/16/2011			999999		172.00
5549	DELBERT BAIR	E	12/02/2011			999999		274.00
5583	ROBERT L NANKIVELL SR	E	12/02/2011			999999		101.00
5653	PEGGY HUNT	E	12/02/2011			999999		159.00
5660	HERBERT WARING	E	12/02/2011			999999		393.00
5676	BARBARA TODD	E	12/02/2011			999999		80.00
5806	GARY M WILKINSON	E	12/02/2011			999999		235.00
5817	JAMA ENTERPRISES LLP	E	12/02/2011			999999		256.00
5854	ANTHONY A SNYDER	E	12/02/2011			999999		279.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP M&I Bank - HAP
DATE RANGE: 11/16/2011 THRU 12/06/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5885	CHARLES T GRAVER	E	11/16/2011			999999		500.00
5885	CHARLES T GRAVER	E	12/02/2011			999999		467.00
5896	HORIZON INVESTMENTS GROUP INC	E	12/02/2011			999999		330.00
5897	NIESE WOODY-FAIR	E	12/02/2011			999999		450.00
5906	JOHN HINRICHS	E	12/02/2011			999999		197.00
5939	EDNA R TRENT	E	12/02/2011			999999		222.00
5961	LARRY VANBECELAERE	E	12/02/2011			999999		302.00
6002	SALLY THRELFALL	E	12/02/2011			999999		302.00
6032	TIM J. RIDGWAY	E	12/02/2011			999999		375.00
6073	REBECCA FOSTER	E	12/02/2011			999999		391.00
6090	RANDAL BENNEFELD	E	12/02/2011			999999		822.00
6108	TILDEN BURNS	E	12/02/2011			999999		306.00
6130	T & K RENTALS LLC	E	12/02/2011			999999		2,096.00
6150	JAMES L COX	E	12/02/2011			999999		880.00
6155	HOUSING AUTHORITY OF DEKALB CO	E	12/02/2011			999999		760.80
6161	MICHAEL J STOTTS	E	12/02/2011			999999		137.00
6172	ANDREW A WACHTER	E	12/02/2011			999999		699.00
6186	TROY ROSENSTIEL	E	12/02/2011			999999		514.00
6284	FRED TWEET	E	12/02/2011			999999		292.00
6294	RONALD E WUERDEMAN	E	12/02/2011			999999		423.00
6295	DAVID L PETERSON	E	12/02/2011			999999		262.00
6298	KEVAN L SCHUPBACH	E	12/02/2011			999999		4,173.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP M&I Bank - HAP
DATE RANGE: 11/16/2011 THRU 12/06/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6300	MARTY STAHL	E	12/02/2011			999999		223.00
6306	BALKANS DEVELOPMENT LLC	E	12/02/2011			999999		88.00
6314	PARKVIEW HOUSING INC	E	12/02/2011			999999		770.00
6317	RONALD L EMERSON	E	12/02/2011			999999		176.00
6322	R JAMES BISHOP	E	12/02/2011			999999		365.00
6333	JANA DALRYMPLE	E	12/02/2011			999999		401.00
6380	WAYNE E THOMPSON	E	12/02/2011			999999		555.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	11/16/2011			999999		1,050.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	12/02/2011			999999		2,890.00
6394	KEVIN HALL	E	12/02/2011			999999		386.00
6441	HEATHER D MASON	E	12/02/2011			999999		956.00
6442	MELISSA BERMAN	E	12/02/2011			999999		466.00
6443	MEDICALODGES INC	E	12/02/2011			999999		170.00
6446	HUTCHINS RENTAL TRUST ACCOUNT	E	12/02/2011			999999		473.00
6507	MARTHA E MOORE	E	12/02/2011			999999		499.00
6540	LESTER JONES	E	12/02/2011			999999		260.00
6603	BRENT COULTER	E	12/02/2011			999999		301.00
6624	WADE M CAPLINGER	E	12/02/2011			999999		464.00
6628	SEAN HALL	E	12/02/2011			999999		297.00
6633	CHRISTINA OBERLE	E	12/02/2011			999999		265.00
6647	MICHAEL A SMITH	E	12/02/2011			999999		700.00
6657	OZARKS AREA COMMUNITY ACTION C	E	12/02/2011			999999		455.10

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP M&I Bank - HAP
 DATE RANGE: 11/16/2011 THRU 12/06/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6673	JUDIITH A COLLINS	E	12/02/2011			999999		275.00
6694	DELBERT BAIR	E	12/02/2011			999999		343.00
6708	CHARLES MERTZ	E	12/02/2011			999999		504.00
6724	ROBERT MCCAULEY	E	12/02/2011			999999		402.00
6726	JEPSON HOLDINGS LLC	E	12/02/2011			999999		362.00
6753	REBECCA SPONSEL	E	12/02/2011			999999		550.00
6763	BRETT A WARY	E	12/02/2011			999999		438.00
6769	DAVID SIMPSON	E	12/02/2011			999999		226.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	11	5,446.00	0.00	5,446.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	129	100,466.40	0.00	100,466.40
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00
TOTAL ERRORS:	0			
VENDOR SET: 99 BANK: HAP TOTALS:	140	105,912.40	0.00	105,912.40
BANK: HAP TOTALS:	140	105,912.40	0.00	105,912.40

VENDOR SET: 99 City of Pittsburg, KS
 BANK: PY PAYROLL PAYABLES
 DATE RANGE: 11/16/2011 THRU 12/06/2011

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	11/23/2011			000000		12,814.53
0321	KP&F	D	11/23/2011			000000		31,599.13
0728	ICMA	D	11/23/2011			000000		1,919.60
1050	KPERS	D	11/23/2011			000000		25,392.26
3147	INTERNAL REVENUE SERVICE	D	11/23/2011			000000		62,495.93
6415	ING FINANCIAL ADVISORS	D	11/23/2011			000000		3,739.24
6627	AMERICAN FUNDS SERVICE COMPANY	D	11/23/2011			000000		230.77
0349	UNITED WAY OF CRAWFORD COUNTY	R	11/23/2011			166717		63.42
1503	FAMILY SUPPORT PAYMENT CENTER	R	11/23/2011			166718		209.28
2228	KANSAS PAYMENT CENTER	R	11/23/2011			166719		2,699.83
2577	OK CENTRALIZED SUPPORT RE	R	11/23/2011			166720		314.06
6135	MCNEARNEY & ASSOCIATES LLC	R	11/23/2011			166721		201.23
6521	FIRST MUTUAL BANK	R	11/23/2011			166722		235.97
6699	US TREASURY	R	11/23/2011			166723		50.00
6700	KDOR	R	11/23/2011			166724		50.00
0028	PAYROLL CLEARING	E	11/23/2011			999999		83,630.99

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	8	3,823.79	0.00	3,823.79
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	138,191.46	0.00	138,191.46
EFT:	1	83,630.99	0.00	83,630.99
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: PY	TOTALS:	16	225,646.24	0.00	225,646.24
BANK: PY	TOTALS:		16	225,646.24	0.00	225,646.24
REPORT TOTALS:			347	1,224,969.64	12.00CR	1,224,957.64

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

Marty Beezley, Mayor

ATTEST:

Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: TODD KENNEMER
Assistant Director of Public Works

DATE: December 5, 2011

SUBJECT: Agenda Item – December 13, 2011
PUBLIC HEARING
Request to Vacate Easement

The Planning and Zoning Commission, in its meeting of November 28, 2011, considered a request submitted by Jim Bishop of Coldwell Banker Real Estate to vacate an easement located across Lot 2 of the Pittsburg Broadway Plaza First Addition. Said easement runs north/south and is located under the retail structure at 2832 North Broadway. (The retail building consists of three (3) businesses; Dollar Tree, Game Stop, and Check-into-Cash).

In April 2005, when this structure was being built, the City approved a request from the developer to build the retail structure over the existing sanitary sewer line. The City and developer entered into an agreement requiring reconstruction of the sanitary sewer line with polylined ductile iron pipe encased in concrete (2'x 2') to withstand the weight of the building.

By June 2005, a new private development agreement had been made between the City and developer to abandon, fill and cap off the sanitary sewer line running underneath the retail structure. This line was filled with "flowable fill" concrete and a new manhole was placed on the south side of the building.

MEMO TO: JOHN D. VANGORDEN
DECEMBER 5, 2011
PAGE TWO

Now, in 2011, the retail structure and property at 2832 North Broadway is for sale. It was noted in a title search that, although the old sewer line was filled with concrete and abandoned, the easement across this property is still in effect and has not been abandoned. The easement running across this property is 165.92 feet in length. The north 155.92 feet of the easement needs to be vacated; however, the south 10.00 feet of this easement needs to remain intact since it does contain sanitary sewer lines and a manhole.

After reviewing all the evidence presented, the Planning and Zoning Commission voted unanimously to recommend to the Governing Body **APPROVAL** to vacate the north 155.92 feet of this utility easement which is 165.92 feet in length. This recommendation will be presented to the Governing Body for their consideration during a **PUBLIC HEARING** scheduled for Tuesday, December 13, 2011. Action being requested is to review this request and, if approved, direct the City Attorney to prepare the necessary Order.

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

Attachment: Map

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

CP-2

R-1B

R-1B

CP-O

RP-3

NORTH BROADWAY

JOPLIN STREET

29TH STREET

29TH ST

29TH STREET

RP-3

28TH STREET

20' EASEMENT
PROPOSED TO
BE VACATED

CP-O

KENNY'S ST

27TH STREET

27TH STREET

RP-3

RP-3

26TH ST. TERRACE

R-1C

26TH STREET

25TH STREET

25TH STREET

24TH TERRACE

24TH STREET

24TH STREET

GRAND AVE

MICHIGAN AVE

23RD STREET

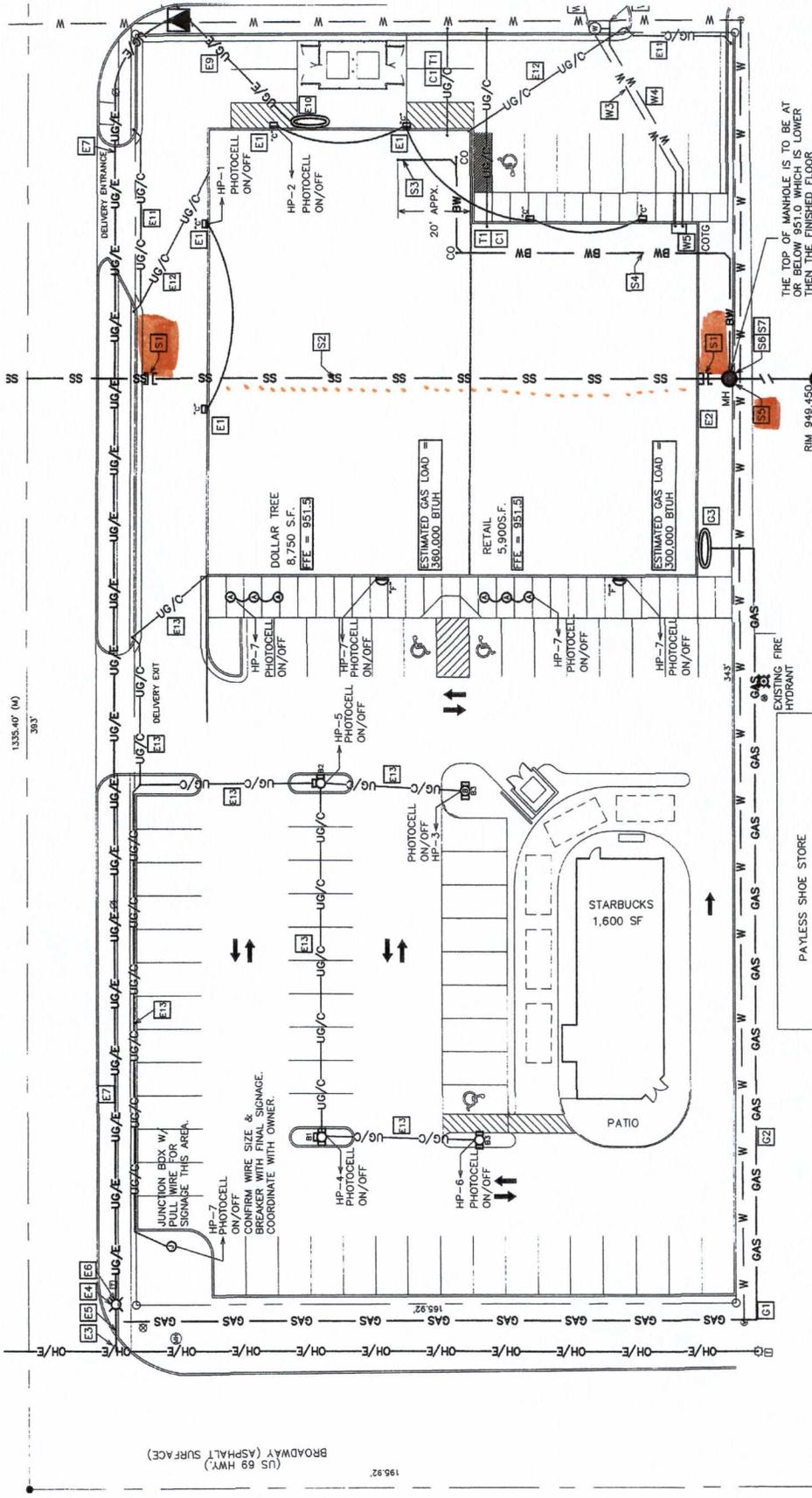
23RD STREET

CP-2

22ND STREET

JOPLIN STREET

22ND STREET

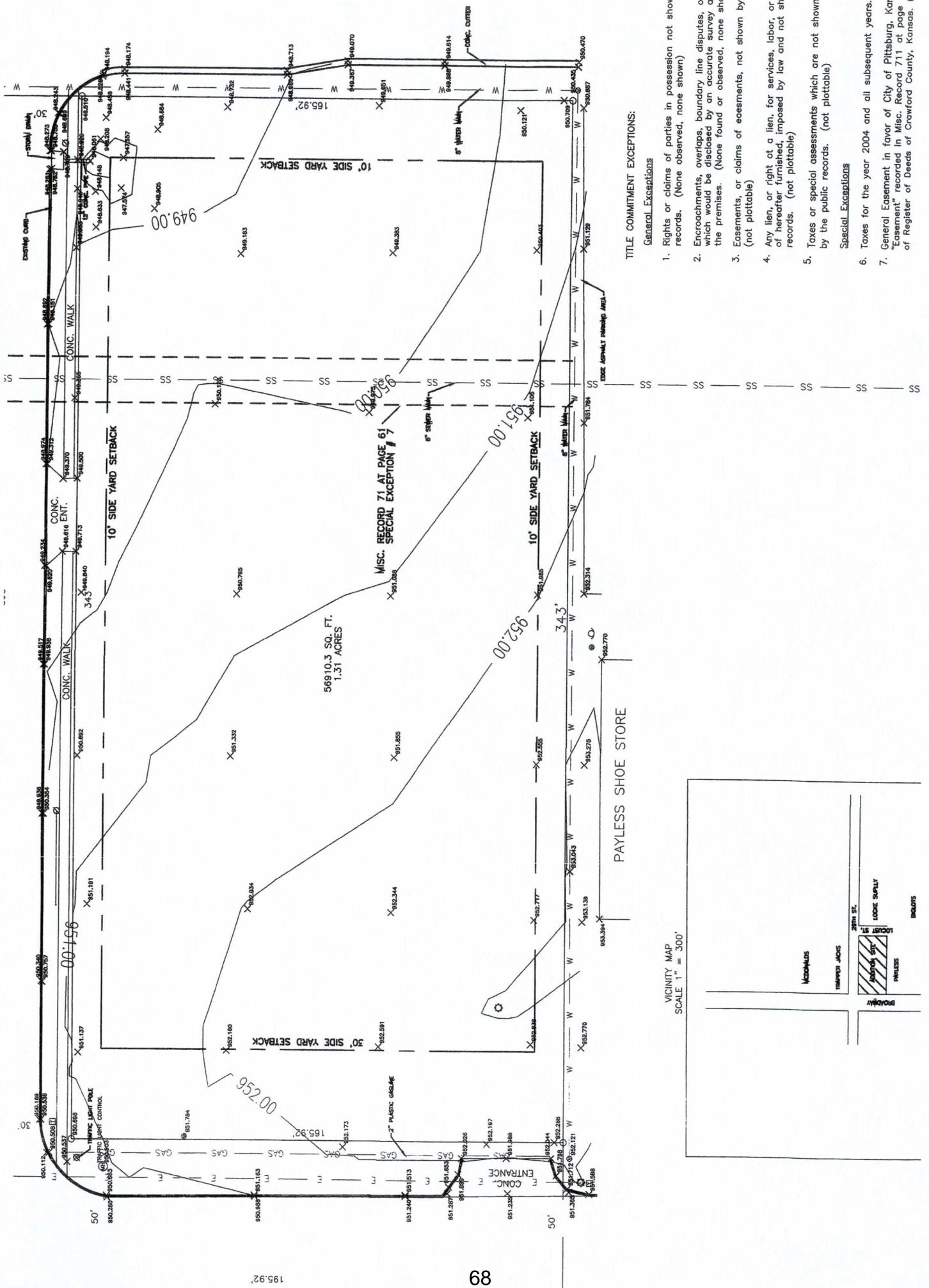


NOTE: MECHANICAL, ELECTRICAL, AND PLUMBING CONTRACTORS SHALL BE RESPONSIBLE FOR THE SITE & TO BE DESCRIBED BY THE DRAWINGS. THE CONTRACTOR SHALL RECONNECTION OF UTILITIES TO THE BUILDING. THESE DRAWINGS ARE INTENT TO ESTABLISH THE LOCATION AND DEPTH OF UTILITIES. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF UTILITIES PRIOR TO CONSTRUCTION. A DOLLAR CONTINGENT CONTRACTOR SHOULD BE USED FOR THE WORK. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND THE OWNER PRIOR TO WORKING ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF UTILITIES.

UTILITY PLAN
SCALE: 1" = 20'-0"

- KEYNOTES**
- E1 DUE TO THE PROXIMITY OF THE BUILDING TO THE NORTH AND EAST, CONDUITS WILL BE INSTALLED AT A MINIMUM OF 1 FOOT-CANDLE AT THE PROPERTY LINE.
 - E2 DUE TO THE PROXIMITY OF THE BUILDING TO THE SOUTH PROPERTY LINE, THE ILLUMINANCE AT THE PROPERTY LINE WOULD BE IN THE 3-5 FOOT-CANDLE RANGE EVEN WITH A 100W WALL PACK WITH A GLARE SHIELD. THEREFORE, IT IS OUR RECOMMENDATION THAT THERE BE NO WALL PAKS ON THE SOUTH END OF THE BUILDING.
 - E3 POINT OF CONNECTION TO EXISTING O.H. ELECTRICAL PRIMARY.
 - E4 WITH EXISTING STREET LIGHT POLES(S).
 - E5 O.H. FEEDER (PRIMARY) TO NEW UTILITY POLE
 - E6 O.H. PRIMARY IN CONDUIT DOWN UTILITY POLE TO BECOME UNDERGROUND PRIMARY (U.G.)
 - E7 U.G. PRIMARY (IN CONDUIT) FEEDER TO NEW PAD MOUNT TRANSFORMER SECONDARY, 1000 AMP)
 - E8 NEW U.G. SECONDARY FEEDER IN CONDUIT TO BUILDING
 - E9 LOCATION OF NEW ELECTRICAL SERVICE RISER
 - E10 EMPTY 2" CONDUIT UNDER DRIVEWAY WITH BOTH ENDS TURNED UP FOR FUTURE WIRING. INSTALL PULL WIRE. CAP BOTH ENDS FOR WEATHER PROOF.
 - E11 ENDS TO BE WEATHER PROOFED AND CAPPED.
 - E12 2" U.G. CONDUIT.

- S1 EXISTING SEWER TO BE CAPPED EACH WAY
- S2 EXISTING SEWER TO BE CAPPED AT EACH END AND ABANDONED
- S3 NEW 4" WASTE LINE INSIDE "DOLLAR TREE" INFILL
- S4 NEW 4" WASTE LINE FROM "RETAIL SPACE"
- S5 NEW MANHOLE AND BEGINNING OF PUBLIC WORKS MAIN SEWER LINE. MANHOLE TO BE INSIDE PROPERTY LINE OF THIS SITE, PER AGREEMENT BETWEEN MR. BARRY CLARK AND CITY OF PITTSBURGH KANSAS PUBLIC WORKS. DESIGN OF THIS SEWER IS BY OTHERS. PLUMBING CONTRACTOR IS TO COORDINATE WITH THIS SOON-TO-BE DESIGN AND TO FIELD VERIFY ACTUAL LOCATION.
- S6 POINT OF CONNECTION TO EXISTING SEWER MANHOLE.
- S7 CORE DRILL MAN HOLE AND USE "A-LOK" CONNECTOR TO SEAL AROUND THE PIPE WHERE IT ENTERS THE MANHOLE.
- G1 POINT OF CONNECTION TO EXISTING MAIN GAS LINE FOR NEW HIGH PRESSURE GAS LINE EXTENSION. (BY LOCAL GAS UTILITY COMPANY)
- G2 HIGH PRESSURE GAS LINE EXTENSION TO NEW BUILDING GAS METER/GAS METER MANIFOLD (BY LOCAL GAS UTILITY COMPANY).
- G3 LOCATION OF NEW GAS METER MANIFOLD
- W1 POINT OF CONNECTION OF 6" WATER TAP TO MAIN PUBLIC WORKS WATER LINE.
- W2 LOCATION OF WATER METER 2" WATER LINE, 1" METER.
- W3 2" WATER LINE TO BUILDING



TITLE COMMITMENT EXCEPTIONS:

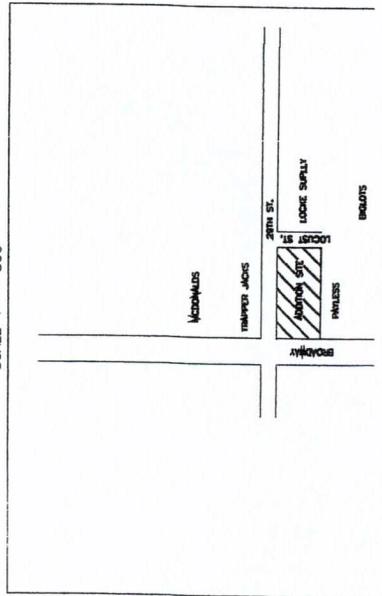
General Exceptions

1. Rights or claims of parties in possession not shown in records. (None observed, none shown)
2. Encroachments, overlaps, boundary line disputes, or of which would be disclosed by an accurate survey and the premises. (None found or observed, none shown)
3. Easements, or claims of easements, not shown by the (not plottable)
4. Any lien, or right of a lien, for services, labor, or material of hereafter furnished, imposed by law and not shown records. (not plottable)
5. Taxes or special assessments which are not shown as by the public records. (not plottable)

Special Exceptions

6. Taxes for the year 2004 and all subsequent years. (none shown)
7. General Easement in favor of City of Pittsburg, Kansas "Easement" recorded in Misc. Record 711 at page 61, of Register of Deeds of Crawford County, Kansas. (plotted)

VICINITY MAP
SCALE 1" = 300'





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: December 7, 2011

SUBJECT: Agenda Item – December 13, 2011
Reappointment to Crawford County Solid Waste Management Committee

The City of Pittsburg has been requested to provide the names of individuals to serve on the Crawford County Solid Waste Management Committee. Currently, Todd Kennemer and Bob Gilmore from the City and Chet Hiatt from Triad Environmental Services serve as the City's representatives. The proposed terms are 3 years to commence on January 1, 2012. Todd Kennemer and Chet Hiatt have both indicated they are willing to serve another term. John Bailey, the Director of Public Utilities, has requested the new Assistant Director of Public Utilities, Lucas Mills, be appointed to serve in place of Bob Gilmore. Mr. Mills is a graduate from the University of Arkansas with a Bachelors of Science in Civil Engineering.

The Crawford County Solid Waste Committee has also extended an invitation for a City Commissioner to serve on the Committee. The last City Commissioner to serve on this Committee was Ralph McGeorge.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 13, 2011. Action being requested is to reappoint Todd Kennemer and Chet Hiatt and appoint Lucas Mills as representatives for the City of Pittsburg on the Crawford County Solid Waste Management Committee. Also, to select a City Commissioner to serve on the Committee.

cc: Tammy Nagel, City Clerk
Memo File



DEPARTMENT OF PUBLIC UTILITIES

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

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

DATE: December 5, 2011

SUBJECT: Agenda Item – December 13, 2011
Amendment No. 4 to Loan Agreement for Low Interest Loan
Southeast Pump Station Rehab Project; Collection System I/I Location
and Repair Equipment; Public Utilities Building
KWPCRF Project No. C20 1818 01A

The Kansas Department of Health and Environment has provided the City with Amendment No. 4 to the Loan Agreement for the Kansas Water Pollution Control Revolving Fund (KWPCRF) loan to the City of Pittsburg for the wastewater treatment improvements project. This Amendment increases the Loan Amount to reflect additional costs incurred by the City for the project (materials and labor by the City) and also adjusts the repayment schedule in Exhibit B to reflect the increase in the Loan Amount. The Amendment revises the original Loan Agreement. The amount of the Loan has been increased by \$200,000 making the total Loan Amount \$2,594,500. The first repayment for the loan was due and paid September 1, 2011. The semi-annual loan repayment amount has been increased to \$45,959.72 beginning with the future repayment due March 1, 2013. Please note the Estimated “Green Component” costs and the Estimated “Principal Forgiveness” have not been revised at this time, but will be updated in the future by a Final Loan Amendment after final payment has been made to the City.

Since this amendment increases the Loan Amount and repayment amount, it will be necessary for the Governing Body to pass Ordinance No. S-994 on FIRST READING authorizing the execution of the fourth amendment to the loan agreement; establishing a dedicated source of revenue for repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing certain other actions in connection with the fourth amendment to the loan agreement.

MEMO TO: JOHN D. VANGORDEN
DECEMBER 5, 2011
PAGE TWO

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 13, 2011. Action necessary will be approval or disapproval of the Loan Amendment and, if approved, approve Ordinance No. S-994 on FIRST READING authorizing the execution of the fourth amendment to the loan agreement; establishing a dedicated source of revenue for repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing certain other actions in connection with the fourth amendment to the loan agreement.

After approval of the Ordinance on FIRST READING, it will then be necessary to place this Ordinance on for SECOND READING at the December 20th City Commission meeting. Also, if approved, the City Attorney should proceed to execute the Form of Opinion of Municipality's Counsel and the City Clerk should provide an excerpt of the minutes regarding the Governing Body's decision in this regard when the executed documents are returned to KDHE.

If there are any other questions concerning this matter, please do not hesitate to contact me.

cc: Tammy Nagel, City Clerk
Project File
Memo File

FOURTH AMENDMENT TO THE
LOAN AGREEMENT

By and Between

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

AND

CITY OF PITTSBURG, KANSAS
KWPCRF PROJECT NO.: C20 1818 01A

ORIGINAL LOAN AGREEMENT
EFFECTIVE AS OF SEPTEMBER 17, 2009

AMENDMENT NO.: 4
EFFECTIVE AS OF NOVEMBER 3, 2011

Fourth Amendment to
the Loan Agreement by and between the
Kansas Department of Health and Environment
Acting on Behalf of the State of Kansas
and the City of Pittsburg, Kansas
Effective As of November 3, 2011

WHEREAS, the City of Pittsburg, Kansas (the Municipality) has entered into a Loan Agreement with the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, effective as of September 17, 2009 (the "Loan Agreement"); and

WHEREAS, said Loan Agreement was entered into for the benefit of the Municipality, KWPCRF Project No. C20 1818 01A; and

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

WHEREAS, pursuant to Section 6.04 of the Loan Agreement, this Fourth Amendment to the Loan Agreement has been duly authorized and approved by the Kansas Development Finance Authority (attached hereto as Exhibit 1).

WHEREAS, this Fourth Amendment to the Loan Agreement is entered into and effective as of November 3, 2011;

THEREFORE, the Loan Agreement is amended as follows:

SECTION 1. Article II, Loan Terms, Section 2.01, Amount of Loan and Exhibits B, F, & G of the LOAN AGREEMENT BY AND BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND THE CITY OF PITTSBURG, KANSAS are hereby amended to read as set forth on the pages attached hereto.

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

IN WITNESS WHEREOF, KDHE and the Municipality have caused this Fourth Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of November 3, 2011.



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

By *Robert Moore*
Secretary

"KDHE"

Date: 11/19/11

PITTSBURG, KANSAS

By _____

Title: _____

(Seal)

ATTEST:

By _____

Title:

The "Municipality"

Date: _____

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds and proceeds of Bonds, KDHE will loan an amount not to exceed ~~Two Million Three Hundred Ninety Four Thousand Five Hundred Dollars [\$2,394,500]~~ Two Million Five Hundred Ninety-Four Thousand Five Hundred Dollars [\$2,594,500] to the Municipality to pay all or a portion of Project Costs described in **Exhibit A** hereto. The project is funded in part with ARRA funds ~~in the amount of \$2,280,817.68~~ \$2,305,616.87 and ~~will receive~~ is receiving Principal Forgiveness in an amount not-to-exceed \$1,217,250. The final actual amount of the Loan and the amount of Principal Forgiveness may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (**Exhibit B** hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. Any amendment to **Exhibit B** shall be effected by written amendment to the Loan Agreement executed by all parties.

EXHIBIT B

LOAN REPAYMENT SCHEDULE (See Page 7)

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue.

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

Loan Repayment Schedule

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in **Section 2.02** hereof.

Principal Forgiveness

The principal forgiveness amount is calculated at 50% of the construction and design cost of the "green components" of the project design, as defined by EPA and refined by KDHE in the guidance documents applicable to the ARRA Clean Water State Revolving Fund program. The "green components" of the project design are listed in Exhibit D of this Loan Amendment. As required by the ARRA, if the Municipality fails to execute construction contracts for the entire project prior to February 17, 2010, all principal forgiveness will be removed from the loan. All construction contracts were awarded prior to February 17, 2010.

KANSAS WATER POLLUTION CONTROL REVOLVING LOAN FUND

Estimated Draws - Actual Interest Rate
 Amortization of Loan Costs - AMENDED

Project Principal: 2,570,077.94
 Interest During Const.: 22,264.64
 Service Fee During Const.: 2,157.42
 Gross Loan Costs: 2,594,500.00
 Est. "Green Component": 1,800,000.00
 Est. "Principal Forgiveness": 1,217,250.00
 Est. Amortization Amount: 1,377,250.00

Prepared for:
 City of Pittsburg, Project No. C20 1818-01 A

11/3/2011 Gross Rate: 2.83%
 Service Fee Rate: 0.25% 1st Payment Date: 9/1/2011
 Loan Interest Rate: 2.58% Number of Payments: 40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	9/1/2011	1,377,250.00	15,922.17	20,894.03	2,024.62	38,840.82	1,356,355.97
2	3/1/2012	1,356,355.97	17,496.99	19,648.39	1,695.44	38,840.82	1,336,707.58
3	9/1/2012	1,336,707.58	17,243.53	19,926.41	1,670.88	38,840.82	1,316,781.17
4	3/1/2013	1,316,781.17	16,986.48	27,327.26	1,645.98	45,959.72	1,289,453.91
5	9/1/2013	1,289,453.91	16,633.96	27,713.94	1,611.82	45,959.72	1,261,739.97
6	3/1/2014	1,261,739.97	16,276.45	28,106.10	1,577.17	45,959.72	1,233,633.87
7	9/1/2014	1,233,633.87	15,913.88	28,503.80	1,542.04	45,959.72	1,205,130.07
8	3/1/2015	1,205,130.07	15,546.18	28,907.13	1,506.41	45,959.72	1,176,222.94
9	9/1/2015	1,176,222.94	15,173.28	29,316.16	1,470.28	45,959.72	1,146,906.78
10	3/1/2016	1,146,906.78	14,795.10	29,730.99	1,433.63	45,959.72	1,117,175.79
11	9/1/2016	1,117,175.79	14,411.57	30,151.68	1,396.47	45,959.72	1,087,024.11
12	3/1/2017	1,087,024.11	14,022.61	30,578.33	1,358.78	45,959.72	1,056,445.78
13	9/1/2017	1,056,445.78	13,628.15	31,011.01	1,320.56	45,959.72	1,025,434.77
14	3/1/2018	1,025,434.77	13,228.11	31,449.82	1,281.79	45,959.72	993,984.95
15	9/1/2018	993,984.95	12,822.41	31,894.83	1,242.48	45,959.72	962,090.12
16	3/1/2019	962,090.12	12,410.96	32,346.15	1,202.61	45,959.72	929,743.97
17	9/1/2019	929,743.97	11,993.70	32,803.84	1,162.18	45,959.72	896,940.13
18	3/1/2020	896,940.13	11,570.53	33,268.01	1,121.18	45,959.72	863,672.12
19	9/1/2020	863,672.12	11,141.37	33,738.76	1,079.59	45,959.72	829,933.36
20	3/1/2021	829,933.36	10,706.14	34,216.16	1,037.42	45,959.72	795,717.20
21	9/1/2021	795,717.20	10,264.75	34,700.32	994.65	45,959.72	761,016.88
22	3/1/2022	761,016.88	9,817.12	35,191.33	951.27	45,959.72	725,825.55
23	9/1/2022	725,825.55	9,363.15	35,689.29	907.28	45,959.72	690,136.26
24	3/1/2023	690,136.26	8,902.76	36,194.29	862.67	45,959.72	653,941.97
25	9/1/2023	653,941.97	8,435.85	36,706.44	817.43	45,959.72	617,235.53
26	3/1/2024	617,235.53	7,962.34	37,225.84	771.54	45,959.72	580,009.69
27	9/1/2024	580,009.69	7,482.13	37,752.58	725.01	45,959.72	542,257.11
28	3/1/2025	542,257.11	6,995.12	38,286.78	677.82	45,959.72	503,970.33
29	9/1/2025	503,970.33	6,501.22	38,828.54	629.96	45,959.72	465,141.79
30	3/1/2026	465,141.79	6,000.33	39,377.96	581.43	45,959.72	425,763.83
31	9/1/2026	425,763.83	5,492.35	39,935.17	532.20	45,959.72	385,828.66
32	3/1/2027	385,828.66	4,977.19	40,500.24	482.29	45,959.72	345,328.42
33	9/1/2027	345,328.42	4,454.74	41,073.32	431.66	45,959.72	304,255.10
34	3/1/2028	304,255.10	3,924.89	41,654.51	380.32	45,959.72	262,600.59
35	9/1/2028	262,600.59	3,387.55	42,243.92	328.25	45,959.72	220,356.67
36	3/1/2029	220,356.67	2,842.60	42,841.67	275.45	45,959.72	177,515.00
37	9/1/2029	177,515.00	2,289.94	43,447.89	221.89	45,959.72	134,067.11
38	3/1/2030	134,067.11	1,729.47	44,062.67	167.58	45,959.72	90,004.44
39	9/1/2030	90,004.44	1,161.06	44,686.15	112.51	45,959.72	45,318.29
40	3/1/2031	45,318.29	584.61	45,318.29	56.82	45,959.72	0.00
		Totals	400,492.74	1,377,250.00	39,289.36	1,817,032.10	

Fourth Amendment
 Effective As Of November 3, 2011

(Published in The Morning Sun on _____, 2011)

ORDINANCE NO. S-994

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount of not to exceed Two Million Five Hundred Ninety-Four Thousand Five Hundred Dollars [\$2,594,500] (the "Loan") in order to finance the Project; and

WHEREAS, principal forgiveness of certain construction and design cost is presented in the Loan Agreement; and

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

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

Section 1. Authorization of the Fourth Amendment to the Loan Agreement.

The Municipality is hereby authorized to accept the Loan and to enter into a certain Fourth Amendment to the Loan Agreement, with an effective date of November 3, 2011, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the Fourth Amendment to the "Loan Agreement") to finance the Project Costs (as defined in the Fourth Amendment to the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Fourth Amendment to the Loan Agreement in substantially the form presented to the Governing Body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the Fourth Amendment to the Loan Agreement being conclusive evidence of such approval.

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

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

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

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

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

PASSED AND APPROVED by the Governing Body of the City of Pittsburg, Kansas, on _____, 2011.

Mayor – Marty Beezley

ATTEST:

City Clerk – Tammy Nagel

[APPROVED AS TO FORM ONLY.]

Henry C. Menghini
City Attorney