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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, February 28, 2012
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Jim Akin of the First United Methodist Church
- b. Flag Salute Led by the Mayor
- c. Public Input

CONSENT AGENDA:

- a. Approval of the February 14th, 2012, Special City Commission Meeting minutes.
- b. Approval of the February 20th, 2012 Special City Commission Meeting minutes
- c. Approval of Ordinance No. G-1161 regulating and restricting the height of structures and objects of natural growth, and otherwise regulating the use of property in the vicinity of the City of Pittsburg, Kansas Atkinson Municipal Airport (PTS) by creating the appropriate zones and establishing the boundaries thereof and of approach surfaces; providing for changes in the restrictions and boundaries of such zones; defining certain terms used herein; referring to the Atkinson Municipal Airport Airspace Protection Area Map which is incorporated in and made of part of this Ordinance; providing for enforcement; establishing an Airport Zoning Commission, referred to as the Airspace Protection Commission, and an appeals board; and imposing penalties. **Second Reading - ROLL CALL VOTE.**
- d. Approval of staff request to enter into an agreement with Ryan's Drive-Thru Cleaners for the period February 29, 2012 through February 28, 2013, for the purpose of providing dry cleaning services for the Police and Fire Departments based on the agreed upon costs of \$1.90 per shirt, \$1.90 per pant, and \$1.25 per jacket.
- e. Approval of staff's request to seek bids for the installation of various water line repair and service line replacement projects to support the Water Line Replacement Program to begin this summer.
- f. Approval of staff recommendation to declare certain furnishings as surplus and authorize staff to dispose of the property by sealed bid.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, February 28, 2012
5:30 PM

- g. Approval of an agreement between the City of Pittsburg, Kansas and Professional Engineering Consultants, P.A. to provide design engineering services for the proposed sanitary sewer replacement along East 4th Street beneath the East Fork of Taylor Branch for a not-to-exceed amount of \$17,570 and authorize the Mayor to sign the agreement on behalf of the City of Pittsburg.
- h. Approval of staff request to use development funds in the amount of \$15,000 to assist local employers participate in a new entrepreneurial development project.
- i. Approval of staff's request to authorize the expenditure of funds to complete the repair of two bar screens at the Wastewater Treatment Plant.
- j. Approval of a fifteen year lease between the City of Pittsburg and Watco Companies, L.L.C., in the amount of \$4,996.36 per month for the construction of a hangar at the Atkinson Municipal Airport.
- k. Approval of a Settlement Agreement and Release of All Claims between the City of Pittsburg and Larry Rhodes.
- l. Approval of the Appropriation Ordinance for the period ending February 28, 2012, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

SPECIAL PRESENTATIONS:

- a. **FIRST IMPRESSIONS PRESENTATION** - Members of the Regional Leadership Academy First Impressions Team will provide a presentation regarding their recent visit to Pittsburg. **Receive for file and take that action deemed appropriate.**
- b. **KDOT FEDERAL FUND EXCHANGE PROGRAM** - City staff will provide a verbal presentation on the current status of KDOT's Federal Fund Exchange Program and how it will affect future funding. **Receive for file.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, February 28, 2012
5:30 PM

CONSIDER THE FOLLOWING:

- a. ROLLSOURCE LEASE RENEWAL - The current lease for the RollSource property located at 3004 North Rotary Terrace expires on April 30th, 2012. Staff would like to discuss options for the renewal of the lease. **Take that action deemed appropriate.**

- b. EDUCATIONAL ROBOT PURCHASE - Police Department staff is requesting permission to purchase a robotics unit and associated equipment to be used as part of their community drug and alcohol prevention and safety education programs from Robotronics, Inc. of Springville, Utah, the sole supplier of these units, for the purchase price of \$11,551.50 utilizing Special Alcohol Tax Fund revenues. **Approve or disapprove staff request, and if approved, direct staff to prepare and issue the necessary purchase order.**

- c. KDHE ILLEGAL DUMP CLEAN-UP PROGRAM - Staff is requesting Governing Body approval to submit two applications to the Kansas Department of Health and Environment seeking funds to help clean up illegal solid waste dump sites inside the City limits. **Approval or disapproval of staff's request to submit two applications to KDHE for the clean-up of two illegal dump sites at a cost of \$6,666 as the City's share to clean up these sites and, if approved, authorize the City Manager to sign the applications on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE SPECIAL MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 14th, 2012

A Special Session of the Board of Commissioners was held at 4:02 p.m. on Tuesday, February 14th, 2012, 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 Gray was absent.

JANUARY 24th, 2012, SPECIAL COMMISSION MEETING MINUTES - On motion of O'Bryan, seconded by Draper, the Governing Body approved the minutes of the January 24th, 2012, Special City Commission Meeting as submitted. Motion carried. Absent: Gray.

JANUARY 24th, 2012, COMMISSION MEETING MINUTES – On motion of O'Bryan, seconded by Draper, the Governing Body approved the minutes of the January 24th, 2012, City Commission Meeting as submitted. Motion carried. Absent: Gray.

2012 TAX ABATEMENT RENEWALS – On motion of O'Bryan, seconded by Draper, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant 2012 tax abatement renewals to Pitt Plastics, Names and Numbers, Holiday Inn and Progressive Products. Motion carried. Absent: Gray.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Draper, the Governing Body approved the Appropriation Ordinance for the period ending February 14, 2012, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Ketterman, and O'Bryan. Motion carried. Absent: Gray.

DANCE HALL LICENSE – MOOREMANS CLUB – On motion of Ketterman, seconded by Draper, the Governing Body approved the application submitted by Graig Moore to renew the Dance Hall License at Mooreman's Club, located at 1606 & 1608A South Broadway, and directed the City Clerk to issue the license. Motion carried. Absent: Gray.

TEE SHIRT BID RESCIND AND AWARD – On motion of Ketterman, seconded by O'Bryan, the Governing Body approved staff recommendation to rescind the bid that was awarded to New Hope Services on January 24th, 2012, for the purchase of tee shirts for the Parks and Recreation Department and award the bid to Lee Enterprises. Motion carried. Absent: Gray.

Commissioner Gray joined the meeting by phone at 4:08 p.m.

OFFICIAL MINUTES
OF THE SPECIAL MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 14th, 2012

2011 FORGIVABLE LOANS – On motion of Ketterman, seconded by Draper, the Governing Body approved staff recommendation to forgive the 2011 loan payments due for Kendall Packaging in the amount of \$6,929.24, NPC International, Inc. in the amount of \$46,666.00, Stockade in the amount of \$24,583.33, Family Resource Center in the amount of \$98,750.00, Southeast Kansas Recycling Center in the amount of \$3,000, Besse Hotel in the amount of \$6,666.66, and Jock's Nitch in the amount of \$8,000, as all seven entities have met the criteria stipulated in their loan agreements. Motion carried.

SPECIAL PRESENTATION - QUINCY STREET IMPROVEMENTS - City staff and the Quincy Street Improvements Project consultant, PEC, provided a verbal presentation on the Quincy Street Improvements Project.

FLEET VEHICLE REPLACEMENT - POLICE DEPARTMENT – On motion of O'Bryan, seconded by Draper, the Governing Body approved staff request to waive the City bid policy for capital purchases in order to purchase four (4) replacement police vehicles all with hemi engines utilizing the State of Kansas vehicle purchasing contract as a governmental sub-unit, and directed staff to prepare the necessary purchase orders. Motion carried.

ATKINSON MUNICIPAL AIRPORT CAPITAL IMPROVEMENTS PLAN – On motion of Ketterman, seconded by Draper, the Governing Body authorized staff to submit an updated Airport Capital Improvements Plan (ACIP) to the Federal Aviation Administration (FAA) for possible future funding, and authorized the City Manager to sign the new ACIP data sheets on behalf of the City of Pittsburg. Motion carried with Commissioner O'Bryan voting in opposition.

ORDINANCE NO. G-1161 – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved Ordinance No. G-1161, an Ordinance regulating and restricting the height of structures and objects of natural growth, and otherwise regulating the use of property in the vicinity of the City of Pittsburg, Kansas Atkinson Municipal Airport (PTS) by creating the appropriate zones and establishing the boundaries thereof and of approach surfaces; providing for changes in the restrictions and boundaries of such zones; defining certain terms used herein; referring to the Atkinson Municipal Airport Airspace Protection Area Map which is incorporated in and made a part of this Ordinance; providing for enforcement; establishing an Airport Zoning Commission, referred to as the Airspace Protection Commission, and an appeals board; and imposing penalties, on first reading. Motion carried.

Commissioners requested that run way approach lights be added to future plans for the airport.

OFFICIAL MINUTES
OF THE SPECIAL MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 14th, 2012

PROPOSED 2013 BUDGET TIMELINE – Following discussion, it was the consensus of the Governing Body to authorize staff to proceed with the proposed 2013 Budget Timeline.

ADJOURNMENT: On motion of Ketterman, seconded by Draper, the Governing Body adjourned the meeting at 5:00 p.m.

OPERATION CLEAN SWEEP - Mayor Beezley reminded citizens about the Clean Sweep Program. Commissioner O'Bryan shared a bag of trash he collected on his way to the meeting this evening. He urged citizens to help pick up trash in the community.

Marty Beezley, Mayor

ATTEST:

Tammy Nagel, City Clerk

OFFICIAL MINUTES
OF THE SPECIAL MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 20th, 2012

A Special Session of the Board of Commissioners was held at 3:00 p.m. on Monday, February 20th, 2012, 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.

EXECUTIVE SESSION - On motion of O'Bryan, seconded by Gray, the Governing Body recessed into Executive Session not to exceed 120 minutes for discussion regarding personnel matters of nonelected personnel. Motion carried.

The Governing Body recessed into Executive Session at 3:00 p.m.

The Governing Body reconvened into Special Session at 5:00 p.m.

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

ADJOURNMENT: On motion of Ketterman, seconded by Gray, the Governing Body adjourned the meeting at 5:00 p.m.

Marty Beezley, Mayor

ATTEST:

Tammy Nagel, City Clerk

GENERAL CONDITIONS

It is understood by the bidder that the City of Pittsburg is exempt from State sales tax and Federal Excise tax. Therefore, the net amount of this agreement does not reflect or include these taxes.

The service provider agrees that the acceptance of this proposal from the City of Pittsburg constitutes a contract subject to the delivery of services as specified.

SERVICE PROPOSAL ACCEPTANCE FORM

Date: 2-15-12

I,
We, of Ryans Drive Thru Cleaners
Name of Company

do hereby agree to furnish dry cleaning services to the City of Pittsburg, Kansas, per specifications as follows:

Price per shirt: \$1.90

Price per pant: \$1.90

Price per jacket: \$1.25

Firm name: Ryans Drive Thru Cleaners

Address: 706 N BROADWAY

City: PITTSBURG St. KS Zip: 66762

Telephone: 620-231-6720

By: [Signature]
Authorized Signature

Title: Pres.

INTEROFFICE MEMORANDUM

To: City Commission
Interim City Manager John VanGorden

From: Chief Mendy Hulvey
Fire Chief Scott Crain
Sergeant Tim Tompkins

CC:

Date: Tuesday, February 21, 2012

Subject: Dry Cleaning Agreement

During 2011, the Police and Fire Departments worked with interested local dry cleaning companies to arrange a dry cleaning agreement for uniforms and clothing worn by each department's personnel. The basis for establishing the agreement was to address preferences expressed by personnel for each company, which ultimately allowed personnel to choose the dry cleaning service of their choice, while at the same time allowing us to budget funding for dry cleaning appropriately. We brought the agreement to the Commission, which was approved by the governing body and is now set to expire.

The cost per item under the current agreement was set at \$1.80 per shirt and pant, and \$1.15 per jacket. The prices were developed through analysis of prices paid for dry cleaning services in previous years where a competitive bidding process and single award was used. For the 2012 agreement, the City proposed a modest increase in the price we would be willing to pay. The proposed costs per item are as follows:

Price per shirt and pant: \$1.90
Price per jacket: \$1.25

Two vendors, A-Plus Dry Cleaning and Laundry and Ryan's Drive-Thru Cleaners accepted our previous proposal and are our current vendors. With the closure of C&S Cleaners, these two vendors now represent the only full service dry cleaning businesses in Pittsburg. After providing our proposal for 2012 to both vendors, Ryan's agreed to provide services at the price proposed, however A-Plus has chosen not to participate at the prices offered by the City.

Therefore, we are requesting permission to participate in this service agreement with Ryan's for the period February 29, 2012, through February 28, 2013. As we did this year at the end of the agreement period, we will again review the agreement and costs

to determine if an increase is warranted and can be absorbed within our operational budgets. Additionally, should another vendor request to be added to the agreement by accepting our proposed terms, we would allow them to become part of the agreement.

Should you have any questions concerning our proposal, please contact us at your convenience.



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: February 21, 2012

SUBJECT: Agenda Item – February 28, 2012
BIDS – Water Line Installation

The Department of Public Utilities is requesting Governing Body approval to seek bids for the installation of various water line repair and service line replacement projects to support the water line replacement program to be done this summer. If you recall, funds were set aside in the 2012 operating budget for this program.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 28, 2012. Action necessary will be approval or disapproval of staff's request.

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

cc: Tammy Nagel, City Clerk
John Brooks, Operations Superintendent
Project File
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: February 20, 2012

SUBJECT: Agenda Item – February 28, 2012
Surplus Property

The Department of Public Utilities is requesting Governing Body authorization to declare the following items as surplus property:

- (4) - Westinghouse 125HP 4160V LAC Induction Motor.
 - (8) - Siemens-Allis Space Maker II Motor Controller Carriage Rack
 - (1) – Allis-Chalmers Group Outdoor High Voltage Switchgear MA250, 1200A Ruptair Circuit Breaker.
 - (1) – 12½-Ton Cardox Carbon Dioxide Tank.
 - (1) – Westinghouse Interteen Transformer.
 - (1) - Industrial cook stove, 10 burners and 2 ovens, 60” wide x 29” deep.
 - (1) - Vent hood for above stove, 66” wide x 36” deep x 16” tall.
 - (1) - Commercial stainless steel kitchen sink.
 - (2) - Window or wall air conditioners.
 - (2) - Sets of glass front doors, 84” tall x 36” wide (alum).
 - (1) - Set of wood glass doors, 84” tall x 36” wide.
 - (1) - 4” water pump.
 - (1) - 10” well casing, 10’ long.
 - (20) – 12’ Guard Rails.
- Bathroom stall dividers and interior and exterior doors.

MEMO TO: JOHN D. VANGORDEN
FEBRUARY 20, 2012
PAGE TWO

Several of these items were removed during construction of improvements to the Water Treatment Plant and to the Public Utilities Annex (armory) or are items that are no longer usable. Staff is, therefore, requesting authorization to receive sealed bids for the sale of the surplus property.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 28, 2012. Action being requested is for the City Commission to declare the above items as surplus property and give permission to City staff to receive sealed bids for the sale of the surplus property.

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

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: February 21, 2012

SUBJECT: Agenda Item – February 28, 2012
Design Services for Taylor Branch Sanitary Sewer Replacement

When East 4th Street was rebuilt several years ago, a new bridge was constructed over the East Fork of Taylor Branch. During the construction, the southeast interceptor serving the entire northeast quadrant of the City was broken and when concrete was placed for the abutment it entered the sanitary sewer and partially blocked it. TV inspection of the sanitary sewer cannot be completed in its entirety due to the blockage, but we are confident that the sanitary sewer allows surface water to directly enter the wastewater collection system.

It is necessary to move the sanitary sewer slightly north and construct two new manholes and an additional creek crossing to remedy this problem. Several permits will be required from the Corp of Engineers, Kansas Department of Agriculture and others to allow this construction to proceed. It is anticipated that this project should be put out for competitive bids. To that end, a request has been made for Professional Engineering Consultants (PEC) to provide design services to allow this project to move forward. They have provided a cost estimate of not-to-exceed \$17,570.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 28, 2012. Action necessary will be approval or disapproval of the agreement with PEC to provide design engineering services for the proposed sanitary sewer replacement along East 4th Street beneath the East Fork of Taylor Branch and, if approved, authorize the Mayor to sign the agreement on behalf of the City.

MEMO TO: JOHN D. VANGORDEN
FEBRUARY 21, 2012
PAGE TWO

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

Attachment: Agreement

cc: Tammy Nagel, City Clerk
Project File
Memo File

January 31, 2012

City of Pittsburg
201 West 4th
Pittsburg, KS 66762

Attn: Mr. John Bailey, P.E., PhD, Director of Public Utilities

Reference: Design Services for Taylor Branch Sanitary Sewer Replacement
PEC Project No. 334-07E03-031-0830

Dear Dr. Bailey:

This letter is written to serve as an agreement between the City of Pittsburg, Kansas (CITY) and Professional Engineering Consultants, P.A. (PEC) to provide design engineering services for the proposed sanitary sewer replacement along East 4th Street beneath the East Fork of Taylor Branch.

Specifically, PEC proposes to perform the Scope of Services as outlined in Paragraph A below, which you should examine carefully to ensure that your goals and objectives will be met.

A. Scope of Services

1. Topographic Survey of the project area.
2. Plans for the construction of a Sanitary Sewer Line Replacement, sealed by an Engineer licensed to practice in the State of Kansas, and in sufficient detail to cover construction consisting of the following sheets at a minimum:
 - A. Plan and profiles showing all proposed work at 1"=20' Scale Horizontal and 1"=2' Vertical, minimum.
 - B. Detail sheets as required including larger scale views of critical areas and others as found necessary to clarify the proposed work.
3. Preparation of permanent and temporary easement acquisition documents required for the replacement.
4. Preparation of Civil Technical Specifications in CSI format.
5. Preparation of Sanitary Sewer Line Calculations and a Final Design Memo
6. Coordination with the US Army Corps of Engineers regarding permitting for construction within the floodplain.
7. Coordination with the Division of Water Resources regarding permitting for construction across a streambed.

8. Preparation of a Notice of Intent for submittal to the Kansas Department of Health and Environment.
9. Plan review meetings with the City of Pittsburg.
10. Assistance with utility coordination.
11. Assistance during the bidding process.

B. Responsibility of CITY

The CITY agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein:

1. N/A

C. Exclusions

The following shall be specifically excluded from the Scope of Services to be provided by PEC:

1. Construction Administration/Construction Observation Services
2. Geotechnical Services
3. Fees to governmental agencies

Excluded services may be incorporated by Supplemental Agreement.

D. Payment Provisions

Professional Engineering Consultants, P.A., proposes to perform the aforescribed Scope of Services on the basis of Standard Hourly Rates (copy attached), plus reimbursable expenses not-to-exceed a total fee of \$17,570.

- CAD machine time will be billed as a reimbursable expense at \$18.00/per hour.
- Reimbursable expenses shall include printing and travel.

Unless otherwise agreed upon, billings will be made once a month for work completed the previous month.

E. Time of Performance

PEC proposes to begin work on the PROJECT within ten calendar days following receipt of an executed copy of this agreement and the items listed under Paragraph B and to complete the services within 120 calendar days thereafter, exclusive of any delays beyond the control of PEC.

This letter and the "Standard Conditions" attached hereto comprise the entire agreement between the CITY and PEC. They may be altered only by Supplemental Agreement.

Thank you for contacting us to provide design services on the subject PROJECT. Should you have questions or if additional information is required, please do not hesitate to call. Return receipt of an executed copy of this letter will serve as our contract and notice to proceed with the work.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Bruce D. Remsberg, P.E.
Principal

ACCEPTED:

CITY OF PITTSBURG, KANSAS

By: _____

Title: _____

Date: _____

1. **STANDARD OF CARE:** Professional Engineering Consultants, P.A., its officers, directors, employees, agents, shareholders, partners, consultants, sub-consultants, contractor, and sub-contractors (collectively "PEC") shall provide professional services to Client, its officers, directors, employees, agents, owners, members, shareholders, partners, consultants, sub-consultants, contractors, and sub-contractors, (collectively "Client") according to the agreed upon scope of services. PEC will perform the services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances at the time the services are performed, and in the same locality.
2. **USE OF DOCUMENTS:** Drawings, specifications, reports, programs, manuals, cost estimates, or other documents, including documents on electronic media, prepared under this Agreement are instruments of service and as such are only applicable to the subject PROJECT. Use of these documents for any other purpose without written authorization and consent of PEC is prohibited. PEC shall retain ownership thereof.
3. **INSURANCE:** PEC and the Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing services pursuant to this Agreement. If the Client is a design professional, then the Client agrees to maintain Professional Liability Insurance for its negligent acts, errors, or omissions in providing services pursuant to this Agreement. If a project is Design-Build, the Client and all subcontractors providing professional design or other services (e.g., architects, engineers, inspectors) shall maintain professional or similar liability insurance for claims arising from its negligent performance of said services. Proof of insurance shall be provided, upon request, prior to commencement of said services.
4. **NO GUARANTEE:** PEC does not provide a warranty or guarantee, express or implied, for any portion of the scope of services including drawings, specifications, reports, programs, manuals, cost estimates, or other documents of service. PEC does not warrant or guarantee any certification of the project, including any level of LEED certification. Items of beneficial use to the Owner, whether or not included in the contract documents, shall be paid for by the Owner. The provisions of this paragraph shall apply notwithstanding any statement or language contained in any other document or agreement that might be related to the project.
5. **INDEMNIFICATION/HOLD HARMLESS:** PEC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client and its employees from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from PEC's negligent acts, errors, or omissions through services provided pursuant to this Agreement by PEC or anyone for whom PEC is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless PEC, its employees and subconsultants from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from the negligent acts, errors, or omissions by Client or those contractors, subcontractors, consultants, or anyone for whom Client is legally liable, and arising from the project(s) that is the subject of this agreement. PEC is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence. If any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) result from the concurrent negligence of PEC and the Client, this indemnification shall only apply to the extent of each party's proportion of the responsibility.
6. **DISPUTES:** Any action or claims arising out of or related to this Agreement or the project that is the subject of this Agreement shall be governed by Kansas law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.
7. **ASSIGNMENT OR SUBLETTING OF CONTRACT:** Client shall not assign, transfer, or sublet any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement shall be binding upon the Client, its successors and assigns.
8. **NON PAYMENT/TERMINATION OF AGREEMENT:** If the Client fails to make payment for services and expenses within 30 days following receipt of an invoice, PEC may, after giving seven days written notice to the Client, without liability for delay charges, suspend services under this Agreement until PEC has been paid in full for all amounts due. Each party to this Agreement reserves the right to terminate the Agreement at any time, without cause, upon 15 days written notice and subject to payment to PEC for the value of services rendered up to the time of termination.
9. **DIFFERING SITE CONDITIONS:** The conditions at the site are the property of the Client/Owner regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Client and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. PEC shall not be liable for site/building conditions which could not be identified by such an investigation or exploration. Accordingly, the Owner/Client agrees to indemnify, including all costs and attorney fees, and hold PEC harmless from all claims for Differing Site Conditions, provided PEC performs the services specified in the Contract in a manner reasonably conforming to the terms of the Contract and to the Standard of Care.
10. **EXTRA WORK:** Services not specified in the Scope of Services set forth in this Agreement or due to regulatory changes shall be considered "extra work". No "extra work" will be performed without additional compensation per a supplemental agreement.
11. **FORCE MAJEURE:** The Client shall not hold PEC responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of PEC, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.
12. **AGREEMENT SOLELY FOR PARTIES' BENEFIT:** This agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties.
13. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, PEC's total liability to Client is limited to the greater of \$50,000 or two times PEC's fee, for any and all damages or expenses arising out of this Agreement from any cause(s) or under any theory of liability. In no event shall PEC be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or its subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

HOURLY RATE SCHEDULE
ATTACHMENT A.2

<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer 4	\$150.00
Principal Engineer 3	\$125.00
Principal Engineer 2	\$120.00
Principal Engineer 1	\$115.00
Project Manager 5	\$114.00
Project Manager 4	\$105.00
Project Engineer 5	\$102.00
Project Engineer 4	\$92.00
Project Engineer 3	\$84.00
Project Engineer 2	\$75.00
Design Engineer 3	\$72.00
Design Engineer 2	\$65.00
Landscape Arch. 3	\$75.00
Landuse Planner 3	\$85.00
Design Technician Supervisor 4	\$90.00
Design Technician Supervisor 3	\$82.00
Design Technician Supervisor 2	\$60.00
Design Technician 5	\$80.00
Design Technician 4	\$70.00
Design Technician 3	\$58.00
Drafter/CAD Operator 4	\$58.00
Drafter/CAD Operator 3	\$50.00
Drafter/CAD Operator 2	\$44.00
Balance Technician Supervisor 3	\$75.00
Balance Technician 4	\$71.00
Balance Technician 3	\$65.00
Land Surveyor 4	\$92.00
Land Surveyor 3	\$80.00
Land Surveyor 2	\$70.00
Party Chief 4	\$55.00
Instrument Man 3	\$55.00
Instrument Man 2	\$48.00
Survey Assistant 2	\$44.00
Survey Assistant 1	\$34.00
Field Engineer 3	\$88.00
Inspector Supervisor 3	\$75.00
Inspector 6	\$73.00

HOURLY RATE SCHEDULE
 ATTACHMENT A.2
 Page 2

<u>TITLE</u>	<u>HOURLY RATE *</u>
Inspector 5	\$68.00
Inspector 4	\$63.00
Inspector 3	\$60.00
Lab Technician Supervisor 3.....	\$80.00
Lab Technician 4.....	\$58.00
Lab Technician 3.....	\$50.00
Lab Technician 2.....	\$46.00
Lab Technician 1.....	\$42.00
Administrative Assistant Supervisor 2.....	\$54.00
Administrative Assistant 4.....	\$52.00
Administrative Assistant 3.....	\$48.00
Clerk Typist 2.....	\$45.00
Clerk Typist 1.....	\$34.00
Computer Programmer.....	\$68.00
Cadd Assistant 1.....	\$30.00
Technical Writer 3.....	\$54.00
Marketing Division Manager.....	\$100.00
Public Relations 1.....	\$65.00
Computer CADD.....	\$18.00

*Premium time for all non-salaried personnel 1.5 multiplier

REIMBURSABLES:

Outside Consultants.....	Cost plus 10%
Reproduction & Photography.....	Cost plus 10%
Equipment Rental.....	Cost plus 10%
Material.....	Cost plus 10%
Truck Mileage.....	\$0.60/Mile
Auto Mileage.....	\$0.55/Mile**
Car Rental and Fuel.....	Cost
Per Diem.....	Cost
Telephone (Long Distance).....	No Charge
Fax.....	No Charge
Postage (Regular Mail).....	No Charge
Deliveries and Overnight Mail.....	Cost plus 10%



ECONOMIC DEVELOPMENT

201 West 4th Street · Pittsburg KS 66762

(620) 230-5544

mturnbull@pittks.org

INTEROFFICE MEMORANDUM

To: JOHN VANGORDEN
From: MARK TURNBULL
CC:
Date: FEBRUARY 22, 2012
Subject: *AGENDA ITEMS:* February 28, 2011
Economic Gardening

Economic Gardening/Jump Start Program

Sandy Johnson CEO, MAMTC, Kansas has invited the City of Pittsburg to participate in an Economic Gardening/Jump Start Program. This pilot program is an entrepreneurial approach to economic development that seeks to grow the local economy from within.

The program description and agreement to participate with Network Kansas and MAMTC is included in this request. The pilot partnership agreement requests matching funds from the City of \$15,000. Ms. Johnson indicated in the Program Description "Our program is intended to empower companies to create, communicate, and commercialize meaningful unique ideas in order to be competitive in a global marketplace. This program will focus on specific company challenges in their products, processes, people and/or promise.

These sessions will use the data and intelligence developed during the Economic Gardening Program to stimulate ideas that range from cost cutting to exporting to diversification into new markets or infusion of new technologies. At the conclusion each participating company will have a specific action plan." The Economic Gardening/Jump Start Program if adopted for implementation will begin in the spring.

We request matching funds in the amount of \$15,000 from our development funds to assist local employers to participate in this new Pittsburg entrepreneurial development project.

Job Creation and Retention in Rural Kansas through Innovation Strategies

Submitted by:
Sandy Johnson,
Chief Executive Officer
MAMTC
10561 Barkley Ste. 602
Overland Park, KS, 66212
Office: 913.967.1216
Fax: 913.649.4498
www.mamtc.com



The Manufacturing Edge

LETTER OF INTENT

MAMTC is pleased to present our proposal for *Job Creation and Retention in rural Kansas through Innovation Strategies*. Our primary purpose is to implement new programs to build on existing resources that support, enhance, and expand the capability and capacity rural Kansas and the Economic Gardening program.

Our proposed programs support the practical application of innovation by creating a customized and structured process to keep companies moving towards the consistent deployment of new products and services, processes and marketing improvements all building upon the data mined during the Economic Gardening program.

We believe our team is uniquely situated to provide these programs. MAMTC has a proven track record of improving performance and enhancing profitability of process-driven businesses. During our FY 2010 and 2011, we had approximately 250 of our clients respond and say that they created/retained \$150M in sales, saved \$32M, invested \$80M, and created/retained 773 jobs. The methodologies employed were developed by Eureka! Ranch, International the leading expert on innovation, technology and idea generation. Eureka! Ranch International has provided advice and guidance on inventing, training and research to some of the world's top corporations such as Nike, Walt Disney, Kellogg's, American Express and the United States Congress.

We understand your goals and objectives of the Economic Gardening program along with the challenges that manufacturers, small businesses and entrepreneurs face. We are eager move this effort forward. We believe our experience and knowledge will be a significant contributor. We look forward to continuing working with you. Thank you for this opportunity.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Johnson".

Sandra Johnson
MAMTC, CEO

Proposal Description:

MAMTC submits this proposal to implement new programs in rural KS that encourage innovation and collaboration between manufacturers, inventors, and small businesses to optimize new technology and stimulate economic growth. By infusing innovation methodologies we aim to strengthen the area's employment base by accelerating the identification of innovation needs in process, product, and people.

To accomplish the above goals, we will build on existing resources that support, enhance, and expand the capability and capacity of the Economic Gardening program. Our goal is to create a model that will develop an innovation culture bringing new methodologies to manufacturers and small businesses to further strengthen and accelerate new technology, business growth and job creation.

Using this model, we will:

1. Create a unique, distinctive competitive advantage for rural Kansas supporting retention and expansion of new jobs and investments.
2. Provide for technology transfer through surrounding universities and federal laboratories that companies may utilize to address problems and production issues, develop or enhance products and or develop new markets.
3. Create a platform for the development and nurturing of potential innovation employers.
4. Strengthen the local area's ability to prosper and enhance the entire state's competitiveness.

Vice President Joe Biden on June 23, 2009 outlined a vision for success for small companies involving education and information. As the Vice President said, *"Suppliers don't always know which way to go. They don't know what the new industries are going to be and how to get there. They need to know how to transition into new platforms and opportunities."* The Vice President also said, *"Once we help manufacturers get the information they need they'll be able to take advantage of new opportunities. In some cases all they need is information."*

This proposal addresses the implementation needed to accelerate Vice President Biden's vision. The program incorporates the USA National Innovation Marketplace and Kansas Innovation Marketplace portal combined with the expertise from the MAMTC.

Despite the growing recognition that innovation is the only sustainable source of growth, competitive advantage, and new wealth, an Arthur D. Little survey of 669 global company executives found fewer than 25 percent of the companies believe innovation performance is where it needs to be if they are to be successful in the competitive marketplace. It is innovation that drives prosperity for the nation, states, communities, companies and organizations. In fact, growing companies look for communities that support, encourage, and exhibit innovation. Such an environment creates a strong foundation for these companies to prosper which in turn supports community prosperity.

Recent research of almost 1,000 leaders of small- and medium-sized companies finds confidence in their ability to create, communicate and commercialize meaningfully unique ideas is very low. Fortunately, with

some simple consulting, their confidence grows by an average of 70%. In a recent MAMTC survey of Kansas manufacturers, 63% stated innovation is very important to their business and 94% stated adoption of innovation practices are the future of manufacturing in the Midwest.

Our program is intended to empower companies to create, communicate, and commercialize meaningful unique ideas in order to be competitive in a global marketplace. This program will focus on specific company challenges in their products, processes, people and/or promise.

These sessions will use the data and intelligence developed during the Economic Gardening program to stimulate ideas that range from cost cutting to exporting to diversification into new markets or infusion of new technologies. At the conclusion each participating company will have a specific action plan.

Months 1 to 3: ACCELERATION of Exiting Ideas to Generate Momentum

Week 1: Immersion

- Learn history, tour facility & talk goals for 3 years from now
- Show how to define an idea's customer & their problem
- Define how to define a company's proof they can deliver
- Teach how to do the math to determine if an idea is valid
- Homework: Provide prompts for identifying current projects & past ideas worth a second look

Week 2: Get Started

- Pick "first set" of ideas to accelerate ...NOT necessarily the "most important" ideas
- Ideally some ideas that can move quickly to generate a win
- Step by Step - input the ideas into InnovationEngineeringLabs.com
- Homework: Do the "Do Stage" on Death Threats

Week 3: Problem Solve

- Problem solve how to FAST & CHEAP "make it real"
- Works like or looks like prototype
- Homework: Do the "Do Stage" on Death Threats

Week 4: Make it Real

- Show to some current or new customers, run a trial, run an experiment
- Decide to YES, NO or LEARN MORE
- Homework: Do the "Do Stage" on Death Threats

Weeks 5 to 7: DO IT AGAIN

- Review previous concepts again
- Generate additional concepts
- Continue with ideas still in discovery

- MAMTC coach brings in Buying Requests from the Innovation Marketplace for the company to consider

Week 8: Make it Real

- Show to some current or new customers, run a trial, run an experiment
- Decide to YES, NO or LEARN MORE
- Homework: Provide prompts to identify VIP / VIO

Week 9: VIP/VIO

- Half Day Session to identify Very Important Problems (VIP) & Very Important Opportunities (VIO)
- Homework: Do Stimulus Mining in preparation for CREATE Session

Week 10: CREATE Session

- CREATE session to identify ideas for solving Idea Request
- Homework: Do Stimulus Mining

Weeks 11-13: Problem Solve / Make it Real

USE OF ELIGIBLE FUNDING:

This proposal requests the use of \$15,000 of potential funding.
This pilot effort will initially work with 3 companies for the 3 month project.

Each project is valued at \$12,000

Network KS	\$5,000 /project
MAMTC	\$5,000/project
Client company	\$2,000/project

DEPLOYMENT OF SERVICES:

Companies will be chosen from future participants of the Economic Gardening program based upon willingness and need for growth opportunities.

PROJECT METRICS:

Based upon past innovation projects, we project \$350,000 of economic impacts through capital infusion, new or retained sales or cost savings per company we complete a Jumpstart project
Job creation or retention of 2-3 per company.



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: February 21, 2012

SUBJECT: Agenda Item – February 28, 2012
Bar Screen Repairs

The headworks structure at the Wastewater Treatment Plant (WWTP) has two bar screens. One is 3' wide and the second is 5' wide. The purpose of the bar screens is to remove large debris from the wastewater stream and is the first protection for pumps and other mechanical equipment at the WWTP.

These bar screens were installed at the time of the latest WWTP modifications in approximately 1988. The bar screens that were installed are somewhat of a unique design and are not widely used throughout the industry. The bar screens consist of a waste screen at the bottom with rakes that are on a moving chain which remove the material. This material is disposed of in the solid waste landfill. Over time, the bar screens have become misaligned and, in certain portions of the bar screens such as the screen mechanism, were not constructed heavy enough.

Over time the misalignment has become problematic. Because of the misalignment, the teeth have excessive wear and allowed debris to get through to the waste stream causing problems throughout the WWTP. Some preliminary work was done regarding complete replacement of the bar screens, but the replacement cost was found to be in excess of \$1 million. Subsequent to receiving costs regarding replacement, discussions began with local contractors about the potential of rebuilding the equipment in place and strengthening it appropriately.

MEMO TO: JOHN D. VANGORDEN
FEBRUARY 21, 2012
PAGE TWO

We believe there are only two local contractors that are capable of rebuilding this equipment, VanBecelaere Machine Works Co., Inc. and Unique Metal Fabrication, Inc. These two contractors have agreed to work as a team to rebuild the bar screens and have provided the attached cost estimate to complete both units. Staff would, therefore, like to request that the City Commission authorize the expenditure of these funds to repair the equipment. We do not believe there is any other vendor capable of performing this work in the local community.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 28, 2012. Action necessary will be approval or disapproval of the expenditure of funds to repair the bar screens. Funds in the amount of \$100,000 have been set aside in the Sewer Maintenance Budget for this repair.

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

Attachment: Cost Estimate

cc: Tammy Nagel, City Clerk
Chris Farinacci, WWTP Supt.
Project File
Memo File

Van Becelaere Machine Works Co. Inc.

CNC TURNING CNC MILLING GRINDING LATHEWORK GENERAL REPAIR



February 8, 2012

City of Pittsburg
Waste Water Treatment Plant
Attn: John Brooks; Operations Superintendent, Department of Public Works
Chris Farinacci; Superintendent, Wastewater Treatment Plant

Re: 3' and/or 4' Bar screen repair/replacement project.

Identities:

CoP **City of Pittsburg** (includes engineering, wastewater treatment employees and any and all employees that have been or will be involved in the project.)
VBMCI **Van Becelaere Machine Co., Inc.**
UMFI **Unique Metal Fabrication Inc.**

Concept of project:

Staff of the *CoP* from the wastewater treatment plant profiled the trucks that pull the rakes as the main affect of the malfunction issues in the operation of the 3' and 4' bar screen assemblies. *VBMCI* and *UMFI* witnessed the operation of the units but did not see the unit malfunction in that time of operation. *CoP* request replacement of the main trucks on each of the bar screens.

Scope:

Remove main truck/s with gear box and disassemble stainless steel collection rake/s from pull arm/s. Fabricate and machine new truck/s with redesigned frame for additional reinforced structure. Replace bearings (4-Cf 3 ¼ SB , 2-CF 2 SB, 2- CTR 1 ¾) on truck/s and reassemble truck/s in existing slide frame/s. Fabricate new stainless steel rake/s and reassemble rake/s to existing pull arm/s.

Provisions & Responsibilities:

VBMCI and *UMFI* will provide all necessary equipment and personnel to remove the trucks and rakes. For safety purpose the floor on the main level will require the installation of a sub floor made up of 3/4" steel plate over the South and West areas of the main floor. We will also be using a fork truck to disassemble the Barscreen trucks from the slide frames. The 3/4" plate weights 30.63 lbs. per square foot and the fork truck weights approximately 6500 lbs. *VBMCI* and *UMFI* will provide the plate and installation of as well as the fork truck.

The *City of Pittsburg* will be responsible for having the load capacity of the main floor checked to ensure these weights can be sustained. The *City of Pittsburg* will also be responsible for the removal and reinstallation of all handrail to allow access of required equipment and the removal and reconnection of all electrical source and other required operational resource (re: air, hydraulic etc) to the unit.

Cost Options:

A. Any one unit complete as per above Scope and Provisions is estimated at a cost not to exceed \$52,300.00 and a Good Faith Estimate of \$47,000.00.

B. Cost to complete both units simultaneously as per above Scope and Provisions is estimated not to exceed \$97,000.00 with a Good Faith Estimate of \$86,500.00. If this option is selected we would leave one unit in operation to facilitate the current plant process.

Respectively,

Vince Van Becelaere
Van Becelaere Machine Co., Inc.

Adam Endicott
Unique Metal Fabrication, Inc.

LEASE

THIS AGREEMENT, made and entered into as of the _____ (_____) day of _____, 2012, by and between the City of Pittsburg, Kansas, hereinafter referred to as the City or the Lessor, and Watco Companies, L.L.C., hereinafter referred to as Watco or the Lessee.

WHEREAS, Watco has requested funding from the City's Sales Tax Revolving Loan Fund in the sum of \$693,274.65 to build a hangar at Atkinson Municipal Airport for its business use which will be owned by the City;

WHEREAS, the City desires to provide Watco with the funding necessary to construct its hangar for the business use;

WHEREAS the Lessee has constructed a 100' x 85' airplane hangar and related improvements which shall be the sole property of the Lessor;

WHEREAS, the City owns and operates Atkinson Municipal Airport and is willing to permit Lessee to build a hangar for its business use at Atkinson Municipal Airport and lease to Lessee the completed hangar and land located at said airport, hereinafter more fully described, upon the terms and conditions stated herein.

NOW THEREFORE, in consideration of the rents, covenants and agreement herein contained, the City hereby leases to Lessee a portion of airport property, the exact description of which is on the attachment marked Exhibit A, attached hereto and made a part hereof; which property shall be used solely for the construction of said hangar and related improvements and for hangaring Lessee's aircraft and items related to the operation and use of said aircraft, with no other building or structure to be placed thereon.

1. This Lease shall be for fifteen (15) years. Rent shall be paid on the first (1st) day of each month beginning on March 1, 2012 in the sum of \$4,996.36 and continue for one hundred

seventy-nine (179) consecutive months thereafter in that same amount with one (1) final payment in the sum of \$4,996.10 due on February 1, 2027.

It is agreed and acknowledged by the parties that the rental rate includes a land lease amount of \$209.00 per month, and is based upon Lessee relinquishing any and all ownership rights to the hangar and other improvements it has placed or places on the property to the City upon execution of this Lease, and any possessory rights to the hangar and other improvements upon the termination of this lease, whether due to the expiration of time or for any other reason as herein provided.

Upon receiving written notice from Lessee that Lessee desires to extend the Lease term, the monthly rental rate for the hangar and property and the duration of the extension shall be negotiated in good faith prior to the expiration of the current Lease term. If an extension is not entered into by the expiration of the current Lease term, Lessee shall vacate the City's hangar and property at the end of the Lease term.

2. The airplane hangar and related improvements are constructed of materials and the size, shape, and appearance are approved by Lessor, with Lessee having, prior to erection and construction submitted to Lessor for approval the construction contract and the architectural design of the improvements, including the type of material to be used, the size and shape of the structure and the exact location thereof. It is further agreed that the Lessee shall make no additions or improvements on the property without first submitting architectural designs for any additions or improvements for approval, nor shall Lessee remove any of the hangar or other additions and improvements without the express written approval of the Lessor.

3. It is further agreed that any and all improvements by the Lessee shall be made under City inspection and shall comply with all City Codes relating to construction or remodeling of

buildings and other facilities in existence and applicable on the date of the City's approval; it being agreed and understood that all improvements are to become the sole and absolute property of Lessor.

4. The Lessee agrees to repair and maintain the leased premises, including but not limited to the mechanical systems, in good order and condition at its own expenses during the term of this Lease.

5. The Lessee agrees that the Lessor has the right to adopt ordinances and enforce reasonable rules and regulations and that Lessee and all its employees, agents and servants will faithfully observe and comply with all ordinances, laws, rules and regulations as may be promulgated by the Lessor, the United States of America or any department or agency thereof, and the State of Kansas.

6. The Lessee may not assign or transfer this Lease, or any interest therein. Nor may the Lessee sublet the property or any part thereof without the prior written consent of the Lessor, which consent will not be unreasonably withheld or conditioned. Any attempt at assignment or transfer shall be void and, at the option of the Lessor, deemed sufficient grounds for the cancellation and termination of this Lease.

7. It is agreed that Lessee's use of the property leased and the improvements placed thereon shall be limited to maintaining and hangaring Lessee's own aircraft and items related to the operation and use thereof; however, Lessee is prohibited from storing disassembled or wrecked aircraft or parts in or on the premises.

8. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

9. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Lessee in this regard.

10. Lessor reserves the right, further, to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desire or views of Lessee, and without interference or hindrance.

11. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

12. In the event Lessor requires the property leased for expansion or development of the Airport, Lessor reserves the right at its expense and, on six (6) months' written notice, to relocate or replace Lessee's improvements with the same design, size, materials, and features at another generally comparable location at said Airport. If the proposed relocation is not satisfactory to Lessee, Lessee may terminate this Lease immediately.

13. During time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

14. This Lease shall be subordinate to the provisions of any outstanding agreement between Lessor and the United States relative to the maintenance, operation or development of the Airport.

15. The Lessee for itself, its successors in interest, and assigns, as a part of the consideration hereof, further covenants and agrees as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

16. The Lessee for itself, its successors in interest, and assigns, as a part of the consideration hereof, also covenants and agrees as a covenant running with the land that: (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises to compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

17. The Lessee agrees that neither signs nor advertising materials, except as provided in paragraph 26 hereof, shall be placed or erected upon the leased property without the prior written consent of Lessor.

18. That said Lessee shall furnish and pay for all utility charges for gas, electricity, telephone, and water used by Lessee at Atkinson Municipal Airport and in or about the leased

property as well as for airport services utilized by Lessee in accordance with the rates charged other users and lessees of the Airport.

19. Lessee covenants and agrees to hold the City and its agents, employees, and servants free and harmless, including attorney fees, from each and every claim and demand for damage to property or person(s) or for wrongful death made by or on behalf of any person or persons to the extent of any negligent or wrongful act or omission of Lessee, its agents, servants, invitees and employees, arising out of the use of the Atkinson Municipal Airport.

20. Lessee shall maintain in full force and effect for the period covered by this Lease, a comprehensive general liability insurance policy and a Hangar Keepers insurance policy issued by insurance carriers licensed to do business in the State of Kansas and rated AV or better by Best and Company; which policies shall provide, at a minimum, the following liability coverages:

- a) Death or bodily injury to any one person, the sum of \$1,000,000.00.
- b) Death or bodily injury for any one accident or occurrence, the sum of \$2,000,000.00.
- c) Property damage for any one accident or occurrence, the sum of \$1,000,000.00.

Certificates confirming the required coverage shall be delivered annually to the City, which certificates shall contain a notation on their face that the policy will not be canceled or altered until the City has first received at least thirty (30) days prior written notice thereof.

21. Lessee agrees to hold the City harmless from and against any mechanic's or material man's lien against the leased premises.

22. Lessee further agrees to comply with all applicable laws, rules and regulations, and assurances now or hereinafter in effect, whether the same be controlled by local, state or federal

law, with reference to environmental damage or injury to, or pollution or contamination of, persons, the premises leased, the Atkinson Municipal Airport or nearby properties, and shall indemnify, protect, defend, and save Lessor harmless, including attorney fees, from and against any and all claims or demands occurring as the result of Lessee's use of the premises and causing such damage or injury.

23. It is further agreed and acknowledged that Lessor shall be granted a lien against merchandise, machinery, equipment, and corporate tools located on the premises for all amounts past due Lessor for rental, fuel or other supplies of any kind.

24. Lessor reserves the right to enter the leased premises, upon reasonable advance notice except in the event of an emergency, at any reasonable time for the purpose of making any inspection it may deem expedient for the maintenance or security needs of either the hangar or the airport.

25. Said Lessee shall, at its own cost and expense, be responsible for the collection and timely disposal, in a sanitary manner, of all garbage, trash, and waste material from operations under this Lease Agreement. Further, Lessee shall, at its sole cost and expense, maintain the leased property and the hangar and related improvements, in a presentable condition consistent with good business practices. Lessee shall repair all damage to the improvements or leased property caused by its employees, invitees or agents or its operation thereon; shall maintain in good repair all equipment thereon; and shall repaint the hangar and related improvements as necessary.

26. Lessee shall not maintain any billboards or advertising signs upon the outside of any improvements or on the leased property other than its name(s) or company logo, which sign shall be erected in conformance with the then applicable general restrictions imposed by Lessor at the Airport.

27. At the expiration or termination of this Lease, the Lessee agrees to give peaceful possession of the leased property, with the hangar as well as all improvements and additions, with the exception of Lessee's personal property, not subject to the lien referenced in Paragraph 23, reverting to the Lessor.

28. Lessee shall pay all taxes and assessments levied against Lessee's aircraft located on the property or the business and the property of the Lessee which may be on the leased property at any time during the term of this Lease as well as any taxes or assessments levied against the leased property due to this Lease or Lessee's operations.

29. Washing of aircraft may take place inside or outside the hangar on the property or at some other designated site as determined by the Lessor.

30. This Lease shall be subject to cancellation by Lessee after the happening of one or more of the following events:

- a. The permanent abandonment of Atkinson Municipal Airport as an airport, or
- b. The lawful assumption by the United States Government or any authorized agency hereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Lessee, for a period of at least ninety days, from operating thereon, or
- c. Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period of at least ninety days, or
- d. The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty days (60) after receipt from Lessee of written notice to remedy the same. Provided however, if upon receipt of notice Lessor shall have promptly begun efforts to remedy the default and shall be diligently pursuing such efforts Lessor shall be permitted to remedy the default without termination of this Lease. Lessee may exercise such right of termination by written notice to Lessor at any time after the elapse of the applicable periods of time and this Lease shall terminate as of that date. Rental due hereunder shall be payable only to the date of said termination; and Lessee shall be eligible for liquidated damages in accordance with

Paragraph 31 hereof.

31. This Lease shall be subject to cancellation by Lessor in the event Lessee shall:
- a. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days after the time such payment(s) become due, or
 - b. File a voluntary petition in bankruptcy or adjudged bankrupt or insolvent, or
 - c. Make a general assignment for the benefit of creditors, or
 - d. Abandon the leased property by not hangaring its own aircraft therein for one hundred twenty (120) consecutive days, or
 - e. Fail to replace any improvements which have been destroyed by fire, explosion, etc., within six (6) months from the date of such destruction, provided that delays which are not the fault of Lessee such as those caused by strikes, adverse weather, or acts of God shall not be chargeable against such six (6) month period, or
 - f. Default in the performance of any of the agreements, covenants, and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30)days after receipt of written notice from Lessor of said default. Provided however, if upon receipt of notice Lessee shall have promptly begun efforts to remedy the default and shall be diligently pursuing such efforts, Lessee shall be permitted to remedy the default without termination of this Lease, or

In any of the aforesaid events, Lessor may take immediate possession of the property and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing. Upon said entry, this Lease shall terminate. Any rental due hereunder shall be payable to said date of termination. Failure of Lessor to declare this Lease terminated upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to cancel this Lease by reason of any subsequent violation of the terms hereof.

32. The Lessor, at its sole option, upon Lessee's violation of any agreement, condition, covenant or term of this Lease, may (i) without canceling this Lease terminate Lessor's right to possession of the hangar and property (in which case Lessee hereby agrees to vacate and surrender

possession of the same to Lessor) and to make such alterations and repairs ads Lessor shall reasonably determine are necessary to relet the same or any part thereof (which may be for a term extending beyond the term of this Lease) and upon such other terms and conditions as are commercially reasonable. Upon such reletting, all rentals received by Lessor from such reletting shall be applied first to the payment of any indebtedness other than rent or other charges due under this Lease from Lessee to Lessor, second, to the payment of any reasonable coast and expenses of such reletting, including brokerage fees and attorney's fees and cost of such alterations and repairs, and third, to the payment of rent and other charges due and unpaid hereunder. In no event shall Lessee be entitled to receive any surplus of any sums received by Lessor on a reletting in excess of the rental and other charges payable hereunder or (ii) without limitation, pursue such other and additional remedies as it may have, including specific performance, pursuant to the laws of the State of Kansas.

33. Waiver of any breach of the agreements, terms, conditions, or covenants of this Lease or the nonperformance of the same for any particular time shall not be construed as a waiver of any succeeding breach of the same or another agreement, term, condition, or covenant thereof, and the consent, approval, or acquiescence by Lessor or Lessee to any such breach shall not waive or render unnecessary such consent or approval of any subsequent similar breach.

34. The Lease shall constitute the entire agreement of the parties hereto and any prior agreement or understanding between the parties relating to the hangar and the property, whether written or oral, is merged herein and shall be of no separate force and effect and this Lease shall only be changed, modified, or discharged be agreement in writing signed by both parties hereto.

35. Waiver of any breach of the agreements, terms, conditions or covenants of this Lease or the nonperformance of the same for any particular time shall not be construed as a waiver of any

succeeding breach of the same of another agreement, term, condition, or covenant thereof, and the consent, approval, or acquiescence by Lessor or Lessee to any such breach shall not waive or render unnecessary such consent or approval of any subsequent similar breach.

36. This Lease shall constitute the entire agreement of the parties hereto and any prior agreement or understanding between the parties relating to the hangar and the property, whether written or oral, is merged herein and shall be of no separate force and effect and this Lease shall only be changed, modified or discharged by agreement in writing signed by both parties hereto.

37. Any notices required to be sent hereunder shall be transmitted by registered mail or personally delivered as follows:

To Lessor: City Manager
Pittsburg City Hall
P.O. Box 688
Pittsburg, KS 66762

To Lessee: President
Watco Companies, L.L.C.
315 West 3rd St.
Pittsburg, KS 66762

or to such other place, address, or person as may from time to time be designated in writing by either of the parties.

38. This Agreement shall extend to and be binding upon the administrators, trustees, successors, receivers and assigns of the parties hereto.

39. This Lease is made and entered into in the State of Kansas and shall be construed and interpreted in accordance with Kansas law.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

(LESSEE) Watco Companies, L.L.C.

(LESSOR) City of Pittsburg, Kansas

President

Mayor – Marty Beezley

Secretary

ATTEST:

(SEAL)

City Clerk – Tammy Nagel

(SEAL)

GUARANTY

In consideration of the City of Pittsburg, Kansas, (Lessor) entering into the foregoing lease with Watco Companies, Inc. (Lessee), the undersigned Guarantors, being stockholders of Lessee, hereby irrevocably and unconditionally, individually and jointly, guarantee payment when due under the Lease and performance of all other obligations and liabilities due and to become due to Lessor from Lessee under said Lease, together with all interest thereon and all costs and expenses of collection incurred by Lessor in enforcing said Lease, including but not limited to reasonable attorney fees.

The undersigned Guarantors agree that this Guaranty is and shall be a continuing guaranty and all obligations and liabilities to which it applies or may apply shall be conclusively presumed to have been created in reliance hereon and shall continue in full force and effect, notwithstanding any (a) change in rental payment, or other obligations under the lease; (b) renewals, modifications, additions or extensions thereto or extensions of time to perform any of the obligations thereunder.

The undersigned Guarantors waive notice of any such changes, renewals, modifications, additions, extensions or of any default by Lessee.

The undersigned Guarantors further agree and consent to any assignment of this Guaranty, in which event it shall inure to the benefit of any such assignee with the same force and effect as though the assignee was specifically named herein, and waive notice of any such assignment.

No invalidity, irregularity or unenforceability of all or any part of the obligations and liabilities hereby guaranteed shall affect, impair or be a defense to the Guaranty. This Guaranty is a primary obligation of the undersigned Guarantors.

This instrument shall be deemed to have been made in the County of Crawford, State of Kansas, and shall be interpreted in accordance with the laws of the State of Kansas.

As a part of the consideration for the Lessor's execution of said lease the undersigned Guarantors agree that any and all actions or proceedings arising directly or indirectly from this Guaranty shall be litigated in courts having a situs within the State of Kansas.

This Guaranty shall bind the respective heirs, executors, personal representatives, administrators, trustees, and assigns of the undersigned Guarantors.

IN WITNESS WHEREOF, each Guarantor has executed this Guaranty as of the _____ (_____) day of _____, 2012.

Rick Webb, Guarantor

Stacey Webb, Guarantor

STATE OF KANSAS)
) ss:
CRAWFORD COUNTY)

BE IT REMEMBERED, That on this ____ day of _____, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rick Webb and Stacey Webb, who are personally known to me to be the same persons who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

My Appointment expires:_____

Watco Loan Amortization Schedule

Inputs		Summary	
Loan Amount	\$ 693,274.65	Rate (per period)	0.250%
Annual Interest Rate	3.000%	Total Payments	\$861,772.87
Term of Loan in Years	15	Total Interest	\$168,498.22
First Payment Date	03/01/2012		
Frequency of Payment	Monthly		
Payment (per period)	\$4,787.63		

Amortization Schedule

No.	Due Date	Payment Due	Additional Payment	Interest	Principal	Balance
						\$693,274.65
1	03/01/2012	4,787.63		1,733.19	3,054.44	690,220.21
2	04/01/2012	4,787.63		1,725.55	3,062.08	687,158.13
3	05/01/2012	4,787.63		1,717.90	3,069.73	684,088.40
4	06/01/2012	4,787.63		1,710.22	3,077.41	681,010.99
5	07/01/2012	4,787.63		1,702.53	3,085.10	677,925.89
6	08/01/2012	4,787.63		1,694.81	3,092.82	674,833.07
7	09/01/2012	4,787.63		1,687.08	3,100.55	671,732.52
8	10/01/2012	4,787.63		1,679.33	3,108.30	668,624.22
9	11/01/2012	4,787.63		1,671.56	3,116.07	665,508.15
10	12/01/2012	4,787.63		1,663.77	3,123.86	662,384.29
11	01/01/2013	4,787.63		1,655.96	3,131.67	659,252.62
12	02/01/2013	4,787.63		1,648.13	3,139.50	656,113.12
13	03/01/2013	4,787.63		1,640.28	3,147.35	652,965.77
14	04/01/2013	4,787.63		1,632.41	3,155.22	649,810.55
15	05/01/2013	4,787.63		1,624.53	3,163.10	646,647.45
16	06/01/2013	4,787.63		1,616.62	3,171.01	643,476.44
17	07/01/2013	4,787.63		1,608.69	3,178.94	640,297.50
18	08/01/2013	4,787.63		1,600.74	3,186.89	637,110.61
19	09/01/2013	4,787.63		1,592.78	3,194.85	633,915.76
20	10/01/2013	4,787.63		1,584.79	3,202.84	630,712.92
21	11/01/2013	4,787.63		1,576.78	3,210.85	627,502.07
22	12/01/2013	4,787.63		1,568.76	3,218.87	624,283.20
23	01/01/2014	4,787.63		1,560.71	3,226.92	621,056.28
24	02/01/2014	4,787.63		1,552.64	3,234.99	617,821.29
25	03/01/2014	4,787.63		1,544.55	3,243.08	614,578.21
26	04/01/2014	4,787.63		1,536.45	3,251.18	611,327.03
27	05/01/2014	4,787.63		1,528.32	3,259.31	608,067.72
28	06/01/2014	4,787.63		1,520.17	3,267.46	604,800.26
29	07/01/2014	4,787.63		1,512.00	3,275.63	601,524.63
30	08/01/2014	4,787.63		1,503.81	3,283.82	598,240.81
31	09/01/2014	4,787.63		1,495.60	3,292.03	594,948.78
32	10/01/2014	4,787.63		1,487.37	3,300.26	591,648.52
33	11/01/2014	4,787.63		1,479.12	3,308.51	588,340.01
34	12/01/2014	4,787.63		1,470.85	3,316.78	585,023.23
35	01/01/2015	4,787.63		1,462.56	3,325.07	581,698.16
36	02/01/2015	4,787.63		1,454.25	3,333.38	578,364.78
37	03/01/2015	4,787.63		1,445.91	3,341.72	575,023.06
38	04/01/2015	4,787.63		1,437.56	3,350.07	571,672.99
39	05/01/2015	4,787.63		1,429.18	3,358.45	568,314.54
40	06/01/2015	4,787.63		1,420.79	3,366.84	564,947.70

Watco Loan Amortization Schedule

Inputs		Summary	
Loan Amount	\$ 693,274.65	Rate (per period)	0.250%
Annual Interest Rate	3.000%	Total Payments	\$861,772.87
Term of Loan in Years	15	Total Interest	\$168,498.22
First Payment Date	03/01/2012		
Frequency of Payment	Monthly		
Payment (per period)	\$4,787.63		

Amortization Schedule

No.	Due Date	Payment Due	Additional Payment	Interest	Principal	Balance
41	07/01/2015	4,787.63		1,412.37	3,375.26	561,572.44
42	08/01/2015	4,787.63		1,403.93	3,383.70	558,188.74
43	09/01/2015	4,787.63		1,395.47	3,392.16	554,796.58
44	10/01/2015	4,787.63		1,386.99	3,400.64	551,395.94
45	11/01/2015	4,787.63		1,378.49	3,409.14	547,986.80
46	12/01/2015	4,787.63		1,369.97	3,417.66	544,569.14
47	01/01/2016	4,787.63		1,361.42	3,426.21	541,142.93
48	02/01/2016	4,787.63		1,352.86	3,434.77	537,708.16
49	03/01/2016	4,787.63		1,344.27	3,443.36	534,264.80
50	04/01/2016	4,787.63		1,335.66	3,451.97	530,812.83
51	05/01/2016	4,787.63		1,327.03	3,460.60	527,352.23
52	06/01/2016	4,787.63		1,318.38	3,469.25	523,882.98
53	07/01/2016	4,787.63		1,309.71	3,477.92	520,405.06
54	08/01/2016	4,787.63		1,301.01	3,486.62	516,918.44
55	09/01/2016	4,787.63		1,292.30	3,495.33	513,423.11
56	10/01/2016	4,787.63		1,283.56	3,504.07	509,919.04
57	11/01/2016	4,787.63		1,274.80	3,512.83	506,406.21
58	12/01/2016	4,787.63		1,266.02	3,521.61	502,884.60
59	01/01/2017	4,787.63		1,257.21	3,530.42	499,354.18
60	02/01/2017	4,787.63		1,248.39	3,539.24	495,814.94
61	03/01/2017	4,787.63		1,239.54	3,548.09	492,266.85
62	04/01/2017	4,787.63		1,230.67	3,556.96	488,709.89
63	05/01/2017	4,787.63		1,221.77	3,565.86	485,144.03
64	06/01/2017	4,787.63		1,212.86	3,574.77	481,569.26
65	07/01/2017	4,787.63		1,203.92	3,583.71	477,985.55
66	08/01/2017	4,787.63		1,194.96	3,592.67	474,392.88
67	09/01/2017	4,787.63		1,185.98	3,601.65	470,791.23
68	10/01/2017	4,787.63		1,176.98	3,610.65	467,180.58
69	11/01/2017	4,787.63		1,167.95	3,619.68	463,560.90
70	12/01/2017	4,787.63		1,158.90	3,628.73	459,932.17
71	01/01/2018	4,787.63		1,149.83	3,637.80	456,294.37
72	02/01/2018	4,787.63		1,140.74	3,646.89	452,647.48
73	03/01/2018	4,787.63		1,131.62	3,656.01	448,991.47
74	04/01/2018	4,787.63		1,122.48	3,665.15	445,326.32
75	05/01/2018	4,787.63		1,113.32	3,674.31	441,652.01
76	06/01/2018	4,787.63		1,104.13	3,683.50	437,968.51
77	07/01/2018	4,787.63		1,094.92	3,692.71	434,275.80
78	08/01/2018	4,787.63		1,085.69	3,701.94	430,573.86
79	09/01/2018	4,787.63		1,076.43	3,711.20	426,862.66
80	10/01/2018	4,787.63		1,067.16	3,720.47	423,142.19
81	11/01/2018	4,787.63		1,057.86	3,729.77	419,412.42

Watco Loan Amortization Schedule

Inputs		Summary	
Loan Amount	\$ 693,274.65	Rate (per period)	0.250%
Annual Interest Rate	3.000%	Total Payments	\$861,772.87
Term of Loan in Years	15	Total Interest	\$168,498.22
First Payment Date	03/01/2012		
Frequency of Payment	Monthly		
Payment (per period)	\$4,787.63		

Amortization Schedule

No.	Due Date	Payment Due	Additional Payment	Interest	Principal	Balance
82	12/01/2018	4,787.63		1,048.53	3,739.10	415,673.32
83	01/01/2019	4,787.63		1,039.18	3,748.45	411,924.87
84	02/01/2019	4,787.63		1,029.81	3,757.82	408,167.05
85	03/01/2019	4,787.63		1,020.42	3,767.21	404,399.84
86	04/01/2019	4,787.63		1,011.00	3,776.63	400,623.21
87	05/01/2019	4,787.63		1,001.56	3,786.07	396,837.14
88	06/01/2019	4,787.63		992.09	3,795.54	393,041.60
89	07/01/2019	4,787.63		982.60	3,805.03	389,236.57
90	08/01/2019	4,787.63		973.09	3,814.54	385,422.03
91	09/01/2019	4,787.63		963.56	3,824.07	381,597.96
92	10/01/2019	4,787.63		953.99	3,833.64	377,764.32
93	11/01/2019	4,787.63		944.41	3,843.22	373,921.10
94	12/01/2019	4,787.63		934.80	3,852.83	370,068.27
95	01/01/2020	4,787.63		925.17	3,862.46	366,205.81
96	02/01/2020	4,787.63		915.51	3,872.12	362,333.69
97	03/01/2020	4,787.63		905.83	3,881.80	358,451.89
98	04/01/2020	4,787.63		896.13	3,891.50	354,560.39
99	05/01/2020	4,787.63		886.40	3,901.23	350,659.16
100	06/01/2020	4,787.63		876.65	3,910.98	346,748.18
101	07/01/2020	4,787.63		866.87	3,920.76	342,827.42
102	08/01/2020	4,787.63		857.07	3,930.56	338,896.86
103	09/01/2020	4,787.63		847.24	3,940.39	334,956.47
104	10/01/2020	4,787.63		837.39	3,950.24	331,006.23
105	11/01/2020	4,787.63		827.52	3,960.11	327,046.12
106	12/01/2020	4,787.63		817.62	3,970.01	323,076.11
107	01/01/2021	4,787.63		807.69	3,979.94	319,096.17
108	02/01/2021	4,787.63		797.74	3,989.89	315,106.28
109	03/01/2021	4,787.63		787.77	3,999.86	311,106.42
110	04/01/2021	4,787.63		777.77	4,009.86	307,096.56
111	05/01/2021	4,787.63		767.74	4,019.89	303,076.67
112	06/01/2021	4,787.63		757.69	4,029.94	299,046.73
113	07/01/2021	4,787.63		747.62	4,040.01	295,006.72
114	08/01/2021	4,787.63		737.52	4,050.11	290,956.61
115	09/01/2021	4,787.63		727.39	4,060.24	286,896.37
116	10/01/2021	4,787.63		717.24	4,070.39	282,825.98
117	11/01/2021	4,787.63		707.06	4,080.57	278,745.41
118	12/01/2021	4,787.63		696.86	4,090.77	274,654.64
119	01/01/2022	4,787.63		686.64	4,100.99	270,553.65
120	02/01/2022	4,787.63		676.38	4,111.25	266,442.40
121	03/01/2022	4,787.63		666.11	4,121.52	262,320.88
122	04/01/2022	4,787.63		655.80	4,131.83	258,189.05

Watco Loan Amortization Schedule

Inputs		Summary	
Loan Amount	\$ 693,274.65	Rate (per period)	0.250%
Annual Interest Rate	3.000%	Total Payments	\$861,772.87
Term of Loan in Years	15	Total Interest	\$168,498.22
First Payment Date	03/01/2012		
Frequency of Payment	Monthly		
Payment (per period)	\$4,787.63		

Amortization Schedule

No.	Due Date	Payment Due	Additional Payment	Interest	Principal	Balance
123	05/01/2022	4,787.63		645.47	4,142.16	254,046.89
124	06/01/2022	4,787.63		635.12	4,152.51	249,894.38
125	07/01/2022	4,787.63		624.74	4,162.89	245,731.49
126	08/01/2022	4,787.63		614.33	4,173.30	241,558.19
127	09/01/2022	4,787.63		603.90	4,183.73	237,374.46
128	10/01/2022	4,787.63		593.44	4,194.19	233,180.27
129	11/01/2022	4,787.63		582.95	4,204.68	228,975.59
130	12/01/2022	4,787.63		572.44	4,215.19	224,760.40
131	01/01/2023	4,787.63		561.90	4,225.73	220,534.67
132	02/01/2023	4,787.63		551.34	4,236.29	216,298.38
133	03/01/2023	4,787.63		540.75	4,246.88	212,051.50
134	04/01/2023	4,787.63		530.13	4,257.50	207,794.00
135	05/01/2023	4,787.63		519.49	4,268.14	203,525.86
136	06/01/2023	4,787.63		508.81	4,278.82	199,247.04
137	07/01/2023	4,787.63		498.12	4,289.51	194,957.53
138	08/01/2023	4,787.63		487.39	4,300.24	190,657.29
139	09/01/2023	4,787.63		476.64	4,310.99	186,346.30
140	10/01/2023	4,787.63		465.87	4,321.76	182,024.54
141	11/01/2023	4,787.63		455.06	4,332.57	177,691.97
142	12/01/2023	4,787.63		444.23	4,343.40	173,348.57
143	01/01/2024	4,787.63		433.37	4,354.26	168,994.31
144	02/01/2024	4,787.63		422.49	4,365.14	164,629.17
145	03/01/2024	4,787.63		411.57	4,376.06	160,253.11
146	04/01/2024	4,787.63		400.63	4,387.00	155,866.11
147	05/01/2024	4,787.63		389.67	4,397.96	151,468.15
148	06/01/2024	4,787.63		378.67	4,408.96	147,059.19
149	07/01/2024	4,787.63		367.65	4,419.98	142,639.21
150	08/01/2024	4,787.63		356.60	4,431.03	138,208.18
151	09/01/2024	4,787.63		345.52	4,442.11	133,766.07
152	10/01/2024	4,787.63		334.42	4,453.21	129,312.86
153	11/01/2024	4,787.63		323.28	4,464.35	124,848.51
154	12/01/2024	4,787.63		312.12	4,475.51	120,373.00
155	01/01/2025	4,787.63		300.93	4,486.70	115,886.30
156	02/01/2025	4,787.63		289.72	4,497.91	111,388.39
157	03/01/2025	4,787.63		278.47	4,509.16	106,879.23
158	04/01/2025	4,787.63		267.20	4,520.43	102,358.80
159	05/01/2025	4,787.63		255.90	4,531.73	97,827.07
160	06/01/2025	4,787.63		244.57	4,543.06	93,284.01
161	07/01/2025	4,787.63		233.21	4,554.42	88,729.59
162	08/01/2025	4,787.63		221.82	4,565.81	84,163.78
163	09/01/2025	4,787.63		210.41	4,577.22	79,586.56

Watco Loan Amortization Schedule

Inputs		Summary	
Loan Amount	\$ 693,274.65	Rate (per period)	0.250%
Annual Interest Rate	3.000%	Total Payments	\$861,772.87
Term of Loan in Years	15	Total Interest	\$168,498.22
First Payment Date	03/01/2012		
Frequency of Payment	Monthly		
Payment (per period)	\$4,787.63		

Amortization Schedule

No.	Due Date	Payment Due	Additional Payment	Interest	Principal	Balance
164	10/01/2025	4,787.63		198.97	4,588.66	74,997.90
165	11/01/2025	4,787.63		187.49	4,600.14	70,397.76
166	12/01/2025	4,787.63		175.99	4,611.64	65,786.12
167	01/01/2026	4,787.63		164.47	4,623.16	61,162.96
168	02/01/2026	4,787.63		152.91	4,634.72	56,528.24
169	03/01/2026	4,787.63		141.32	4,646.31	51,881.93
170	04/01/2026	4,787.63		129.70	4,657.93	47,224.00
171	05/01/2026	4,787.63		118.06	4,669.57	42,554.43
172	06/01/2026	4,787.63		106.39	4,681.24	37,873.19
173	07/01/2026	4,787.63		94.68	4,692.95	33,180.24
174	08/01/2026	4,787.63		82.95	4,704.68	28,475.56
175	09/01/2026	4,787.63		71.19	4,716.44	23,759.12
176	10/01/2026	4,787.63		59.40	4,728.23	19,030.89
177	11/01/2026	4,787.63		47.58	4,740.05	14,290.84
178	12/01/2026	4,787.63		35.73	4,751.90	9,538.94
179	01/01/2027	4,787.63		23.85	4,763.78	4,775.16
180	02/01/2027	4,787.10		11.94	4,775.16	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6595	AMAZON.COM	R	2/10/2012			167222		9,395.39
4263	COX COMMUNICATIONS	R	2/10/2012			167223		1,900.91
6800	CHARLES D NIEGSCH	R	2/10/2012			167225		7,782.50
6729	GLENN MILLER PRODUCTIONS INC	R	2/10/2012			167226		650.00
6729	GLENN MILLER PRODUCTIONS INC	R	2/10/2012			167227		2,500.00
6833	GREENBUSH	R	2/10/2012			167228		125.00
1	HOGARD, MICHAEL C	R	2/10/2012			167229		79.00
0089	KANSAS ASSOCIATION CHIEFS OF P	R	2/10/2012			167230		25.00
1	O'NEILL, BRIAN	R	2/10/2012			167231		200.00
5589	VERIZON WIRELESS	R	2/10/2012			167232		4,162.41
1108	WESTAR ENERGY	R	2/10/2012			167236		91,097.10
6832	WSU CONFERENCE OFFICE	R	2/10/2012			167239		270.00
1	YOAKAM, FRANCIS A	R	2/10/2012			167240		179.00
0095	CRAWFORD COUNTY TREASURER	R	2/16/2012			167272		7,500.00
6751	AMERICAN RED CROSS	R	2/17/2012			167273		194.00
6835	BMI	R	2/17/2012			167274		320.00
4263	COX COMMUNICATIONS	R	2/17/2012			167275		19.44
4782	HEART OF AMERICA CHAPTER ICC	R	2/17/2012			167276		25.00
1	JORDAN DISPOSAL SERVICE	R	2/17/2012			167277		17.50
6196	KANSAS MUNICIPAL JUDGES ASSOCI	R	2/17/2012			167278		25.00
1	MCCULLOUGH, ED	R	2/17/2012			167279		114.00
6246	PATRICK O'BRYAN	R	2/17/2012			167280		189.87

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1108	WESTAR ENERGY	R	2/17/2012			167281		50.88
6154	4 STATE MAINTENANCE SUPPLY INC	R	2/21/2012			167282		221.84
2876	A-PLUS CLEANERS & LAUNDRY	R	2/21/2012			167283		198.63
4633	A.M. LEONARD, INC.	R	2/21/2012			167284		249.93
2004	AIRE MASTER	R	2/21/2012			167285		15.00
6595	AMAZON.COM	R	2/21/2012			167286		6,963.40
0827	AMERICAN PLANNING ASSOC	R	2/21/2012			167287		380.00
5966	BOBCAT OF SPRINGFIELD	R	2/21/2012			167288		198.24
1991	CHIEF STATE BOILER INSPECTOR	R	2/21/2012			167289		180.00
0748	CONRAD FIRE EQUIPMENT INC	R	2/21/2012			167290		1,027.17
0699	DRIVERS LICENSE GUIDE CO	R	2/21/2012			167291		28.95
6358	FIRE X INC	R	2/21/2012			167292		40.00
0549	FIRST CALL AUTO PARTS	R	2/21/2012			167293		13.91
4896	THE FORT SCOTT TRIBUNE	R	2/21/2012			167294		99.00
6830	GARRY'S GOLF CARS	R	2/21/2012			167295		4,500.00
6809	RICHARD GILMORE	R	2/21/2012			167296		7,382.20
0613	GOVERNMENT RESEARCH SERVICE	R	2/21/2012			167297		105.50
6236	HUGHES MACHINERY CO INC	R	2/21/2012			167298		3,083.03
6750	HW LOCHNER, BWR DIVISION	R	2/21/2012			167299		5,157.60
6551	INTECONNECT INC	R	2/21/2012			167300		1,426.00
5770	JOPLIN FREIGHTLINER SALES INC	R	2/21/2012			167301		76.18
6831	MARINE CENTER INC	R	2/21/2012			167302		173.49

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6215	MCCUNE FARMERS COOP ASSOCIATIO	R	2/21/2012			167303		61.70
6812	MYERS BROTHERS OF KANSAS CITY	R	2/21/2012			167304		24,489.00
6209	MYTOWN MEDIA	R	2/21/2012			167305		120.00
1876	PRICE BROTHERS EQUIPMENT	R	2/21/2012			167306		41.00
6834	SEALS INC	R	2/21/2012			167307		433.49
5904	TASC	R	2/21/2012			167308		1,720.38
2350	WCA WASTE SYSTEMS INC	R	2/21/2012			167309		1,391.64
6712	WEBQA INC	R	2/21/2012			167310		8,100.00
1108	WESTAR ENERGY	R	2/21/2012			167311		3,902.20
0011	AMERICAN ELECTRIC INC	E	2/15/2012			999999		845.11
0034	CRONISTER BROTHERS, INC	E	2/15/2012			999999		44.99
0039	BATTERY MART INC	E	2/15/2012			999999		266.48
0044	CRESTWOOD COUNTRY CLUB	E	2/15/2012			999999		233.00
0046	ETTINGERS OFFICE SUPPLY	E	2/15/2012			999999		5,392.08
0054	JOPLIN SUPPLY COMPANY	E	2/15/2012			999999		362.81
0055	JOHN'S SPORT CENTER	E	2/15/2012			999999		394.92
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	2/15/2012			999999		1,230.70
0063	LOCKE WHOLESALE SUPPLY	E	2/15/2012			999999		2,496.00
0065	KONE INC.	E	2/15/2012			999999		3,672.72
0068	BROOKS PLUMBING LLC	E	2/15/2012			999999		487.66
0078	SUPERIOR LINEN SERVICE	E	2/15/2012			999999		474.71
0083	WATER PRODUCTS INC	E	2/15/2012			999999		4,779.24

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0084	INTERSTATE EXTERMINATOR, INC.	E	2/15/2012			999999		335.00
0087	FORMS ONE	E	2/15/2012			999999		207.00
0101	BUG-A-WAY INC	E	2/15/2012			999999		10.00
0105	PITTSBURG AUTOMOTIVE INC	E	2/15/2012			999999		2,101.46
0109	RANDY VILELA TRUCKING, HAULING	E	2/15/2012			999999		2,542.00
0112	MARRONES INC	E	2/15/2012			999999		172.95
0113	VALLEY MACHINERY INC	E	2/15/2012			999999		3,850.00
0117	THE MORNING SUN	E	2/15/2012			999999		149.22
0128	VIA CHRISTI HOSPITAL	E	2/15/2012			999999		117.01
0129	PROFESSIONAL ENGINEERING CONSU	E	2/15/2012			999999		56,329.81
0133	JIM RADELL CONSTRUCTION INC	E	2/15/2012			999999		6,120.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	2/15/2012			999999		500.00
0142	HECKERT CONSTRUCTION CO INC	E	2/15/2012			999999		2,187.50
0145	BROADWAY LUMBER COMPANY, INC.	E	2/15/2012			999999		1,330.12
0154	BLUE CROSS & BLUE SHIELD	D	2/10/2012			999999		20,607.45
0154	BLUE CROSS & BLUE SHIELD	D	2/17/2012			999999		43,006.17
0163	O'REILLY AUTOMOTIVE INC	E	2/15/2012			999999		256.92
0183	PRO-PRINT INC	E	2/15/2012			999999		263.00
0185	MISSION CLAY PRODUCTS LLC	E	2/15/2012			999999		90.80
0194	KANSAS STATE TREASURER	E	2/15/2012			999999		5,222.00
0196	ALCOHOL & DRUG SAFETY	E	2/15/2012			999999		15.00
0199	KIRKLAND WELDING SUPPLIES	E	2/15/2012			999999		270.79

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0200	SHERWIN WILLIAMS COMPANY	E	2/15/2012			999999		1,604.53
0207	PEPSI-COLA BOTTLING CO OF PITT	E	2/15/2012			999999		174.40
0272	BO'S 1 STOP INC	E	2/15/2012			999999		410.40
0276	JOE SMITH COMPANY, INC.	E	2/15/2012			999999		414.66
0278	LAWSON PRODUCTS INC	E	2/15/2012			999999		160.59
0282	VIA CHRISTI HOSPITAL	E	2/15/2012			999999		7.00
0292	UNIFIRST CORPORATION	E	2/15/2012			999999		94.31
0294	COPY PRODUCTS INC	E	2/15/2012			999999		19.23
0300	PITTSBURG FORD-MERCURY, INC.	E	2/15/2012			999999		243.42
0306	CASTAGNO OIL CO INC	E	2/15/2012			999999		216.70
0306	CASTAGNO OIL CO INC	E	2/21/2012			999999		3,185.00
0308	DOBRAUC OIL COMPANY INC	E	2/15/2012			999999		440.50
0312	HACH COMPANY	E	2/15/2012			999999		305.93
0317	KUNSHEK CHAT & COAL CO, INC.	E	2/15/2012			999999		2,276.79
0321	KP&F	D	2/17/2012			999999		359.90
0329	O'MALLEY IMPLEMENT CO INC	E	2/15/2012			999999		536.35
0335	CUSTOM AWARDS PLUS INC	E	2/15/2012			999999		29.90
0337	CROSS-MIDWEST TIRE	E	2/15/2012			999999		65.00
0339	GENERAL MACHINERY	E	2/15/2012			999999		3,672.06
0362	SENSUS TECHNOLOGIES INC	E	2/15/2012			999999		250.75
0375	CONVENIENT WATER COMPANY	E	2/15/2012			999999		52.95
0409	WISEMAN'S DISCOUNT TIRE INC	E	2/15/2012			999999		80.95

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0420	CONTINENTAL RESEARCH CORP	E	2/15/2012			999999		458.63
0436	ZEP MANUFACTURING COMPANY	E	2/15/2012			999999		108.57
0512	CALIFORNIA CONTRACTORS SUPPLIE	E	2/15/2012			999999		182.70
0516	AMERICAN CONCRETE CO INC	E	2/15/2012			999999		1,677.26
0534	TYLER TECHNOLOGIES	E	2/15/2012			999999		390.00
0583	DICKINSON INDUSTRIES INC	E	2/15/2012			999999		15.00
0585	MOLLE MC AUTOMOTIVE INC	E	2/15/2012			999999		450.00
0589	BERRY TRACTOR & EQUIPMENT	E	2/15/2012			999999		373.59
0597	MIDWEST MINERALS INC	E	2/15/2012			999999		2,013.82
0627	BOETTCHER SUPPLY INC	E	2/15/2012			999999		124.33
0631	TRI-STATE BUILDING & SUPPLY CO	E	2/15/2012			999999		14,845.00
0704	NEPTUNE RADIATOR AND AUTO	E	2/15/2012			999999		548.20
0746	CDL ELECTRIC COMPANY INC	E	2/15/2012			999999		1,039.80
0752	US SIXTY-NINE HIGHWAY	E	2/15/2012			999999		45.00
0953	J A SEXAUER INC	E	2/15/2012			999999		125.82
1013	SAFETY FIRST SUPPLY CO., LLC	E	2/15/2012			999999		230.27
1050	KPERS	D	2/17/2012			999999		1,110.10
1293	TEE'S PLUS	E	2/15/2012			999999		348.78
1327	KBI	E	2/15/2012			999999		400.00
1355	CONSOLIDATED PLASTIC CO INC	E	2/15/2012			999999		495.95
1378	WHITE STAR	E	2/15/2012			999999		2,207.00
1478	KANSASLAND TIRE OF PITTSBURG	E	2/15/2012			999999		4,118.12

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1490	ESTHERMAE TALENT	E	2/15/2012			999999		50.00
1733	BOYD METALS OF JOPLIN INC	E	2/15/2012			999999		228.00
1862	MIDWEST TRUCK	E	2/15/2012			999999		248.52
1875	CITY DIRECTORIES	E	2/15/2012			999999		572.00
1923	AUTOZONE	E	2/15/2012			999999		19.98
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	2/15/2012			999999		1,578.50
2035	O'BRIEN ROCK CO., INC.	E	2/15/2012			999999		307.41
2707	THE LAWNSCAPE COMPANY, INC.	E	2/15/2012			999999		765.00
2767	BRENNTAG SOUTHWEST, INC	E	2/15/2012			999999		882.50
2841	KDHE	E	2/15/2012			999999		612.00
2960	PACE ANALYTICAL SERVICES INC	E	2/15/2012			999999		599.00
3079	COMMERCE BANK	D	2/17/2012			999999		16,354.08
3185	JOHN W. PETERSON	E	2/15/2012			999999		55.00
3248	AIRGAS USA LLC	E	2/15/2012			999999		1,447.57
3261	PITTSBURG AUTO GLASS	E	2/15/2012			999999		180.00
3697	LR ENTERPRISES LLC	E	2/15/2012			999999		73.40
3802	BRENNTAG MID-SOUTH INC	E	2/15/2012			999999		6,872.00
3971	FASTENAL COMPANY	E	2/15/2012			999999		222.68
3972	WASHINGTON ELECTRONICS INC	E	2/15/2012			999999		45,825.71
4133	T.H. ROGERS HOMECENTER	E	2/15/2012			999999		174.87
4183	BARBIZON LIGHT OF THE ROCKIES	E	2/15/2012			999999		185.75
4307	HENRY KRAFT, INC.	E	2/15/2012			999999		331.58

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	2/15/2012			999999		350.28
4501	JAMES D PATTERSON	E	2/15/2012			999999		26.00
4618	TRESA NOYES	E	2/15/2012			999999		757.50
4621	JCI	E	2/15/2012			999999		163.03
4638	SOUND PRODUCTS	E	2/15/2012			999999		46.35
4766	ACCURATE ENVIRONMENTAL	E	2/15/2012			999999		47.28
5275	US LIME COMPANY-ST CLAIR	E	2/15/2012			999999		7,432.74
5287	AMSTERDAM PRINTING & LITHO	E	2/15/2012			999999		52.47
5391	CLEAVER FARM & HOME	E	2/15/2012			999999		41.59
5552	NATIONAL SIGN CO INC	E	2/15/2012			999999		475.00
5558	MALLE SERVICE & SUPPLY	E	2/15/2012			999999		15.00
5566	VINYLPLEX INC	E	2/15/2012			999999		882.32
5590	HD SUPPLY WATERWORKS LTD	E	2/15/2012			999999		118.53
5610	I-CON SOLUTIONS INC	E	2/15/2012			999999		1,099.02
5713	SODEXO INC	E	2/15/2012			999999		1,135.60
5855	SHRED-IT USA INC	E	2/15/2012			999999		235.15
5904	TASC	D	2/17/2012			999999		7,798.47
5907	BREATHING AIR SERVICES INC	E	2/15/2012			999999		726.00
6029	GARSITE/PROGRESS LLC	E	2/15/2012			999999		53.60
6117	ALEXANDER OPEN SYSTEMS INC	E	2/15/2012			999999		288.75
6175	HENRY C MENGHINI	E	2/15/2012			999999		4,416.00
6191	MARADETH FREDERICK	E	2/15/2012			999999		600.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6203	SOUTHWEST PAPER CO INC	E	2/15/2012			999999		726.95
6234	CONCRETE POLISHING TECHNOLOGIE	E	2/15/2012			999999		669.26
6262	CLEAN THE UNIFORM COMPANY	E	2/15/2012			999999		541.32
6309	TAMMY FRYE	E	2/15/2012			999999		400.00
6498	BLUEGLOBES LLC	E	2/15/2012			999999		492.40
6508	JOHN H BAILEY	E	2/15/2012			999999		700.00
6522	APPLE TIME INC	E	2/15/2012			999999		355.98
6524	ELLIOTT EQUIPMENT CO	E	2/15/2012			999999		8,107.83

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	53	198,601.48	0.00	198,601.48
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	89,236.17	0.00	89,236.17
EFT:	125	239,377.68	0.00	239,377.68
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00		
		0.00	0.00	
TOTAL ERRORS:	0			
VENDOR SET: 99 BANK: 80144 TOTALS:	184	527,215.33	0.00	527,215.33
BANK: 80144 TOTALS:	184	527,215.33	0.00	527,215.33

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0152	JOHN VAN GORDEN	E	2/13/2012			999999		140.25
0152	JOHN VAN GORDEN	E	2/21/2012			999999		189.87
0577	KANSAS GAS SERVICE	E	2/13/2012			999999		25,267.23
0690	TREASURED IMAGES	E	2/21/2012			999999		90.10
0779	PITTSBURG COMMUNITY THEATRE	E	2/21/2012			999999		1,047.05
0866	AVFUEL CORPORATION	E	2/13/2012			999999		28,653.97
2352	DONNA PASHIA	E	2/21/2012			999999		511.00
2439	KSGFOA	E	2/09/2012			999999		50.00
2921	CSG INTERNATIONAL	E	2/21/2012			999999		4,531.42
3884	MARK D. TURNBULL	E	2/13/2012			999999		111.18
5482	JUSTIN HART	E	2/13/2012			999999		59.99
6508	JOHN H BAILEY	E	2/13/2012			999999		171.70
6574	JOHN A BROOKS	E	2/21/2012			999999		213.12

* * 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:	13	61,036.88	0.00	61,036.88
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:	13	61,036.88	0.00	61,036.88
BANK: EFT	TOTALS:		13	61,036.88	0.00	61,036.88

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	2/17/2012			000000		12,720.36
0321	KP&F	D	2/17/2012			000000		33,558.24
0728	ICMA	D	2/17/2012			000000		1,337.30
1050	KPERS	D	2/17/2012			000000		27,446.83
3147	INTERNAL REVENUE SERVICE	D	2/17/2012			000000		61,898.84
6415	ING FINANCIAL ADVISORS	D	2/17/2012			000000		3,643.24
6627	AMERICAN FUNDS SERVICE COMPANY	D	2/17/2012			000000		230.77
0349	UNITED WAY OF CRAWFORD COUNTY	R	2/17/2012			167265		89.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	2/17/2012			167266		209.28
2228	KANSAS PAYMENT CENTER	R	2/17/2012			167267		2,360.12
2577	OK CENTRALIZED SUPPORT RE	R	2/17/2012			167268		314.06
6135	MCNEARNEY & ASSOCIATES LLC	R	2/17/2012			167269		220.47
6699	US TREASURY	R	2/17/2012			167270		50.00
6700	KDOR	R	2/17/2012			167271		50.00
0028	PAYROLL CLEARING	E	2/17/2012			999999		81,932.36

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	7	3,292.93	0.00	3,292.93
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	140,835.58	0.00	140,835.58
EFT:	1	81,932.36	0.00	81,932.36
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:	15	226,060.87	0.00	226,060.87
BANK: PY	TOTALS:		15	226,060.87	0.00	226,060.87
REPORT TOTALS:			212	814,313.08	0.00	814,313.08

Passed and approved this 28th day of February, 2012.

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: February 20, 2012

SUBJECT: Agenda Item – February 28, 2012
Federal Fund Exchange Program

On February 16th, I received the attached letter from KDOT concerning the City's balance with the Federal Fund Exchange Program at the end of FFY 2011. This letter indicated the City has a negative Federal Exchange balance of \$1,072,893.90. This reflects the cost of construction of the Atkinson Road Bridge. This is one of two projects KDOT had awarded the City under the old Surface Transportation Program (STP) prior to the conversion of these funds into the Exchange Program. The other City project is the Quincy Street Improvements Project, which has not been let yet and, therefore, does not appear.

Pittsburg was one of 18 communities that had pending projects with KDOT when the STP funds were converted to the Exchange Program. KDOT has allowed these projects to proceed, but these communities will be required to pay back the advanced funding through their future allotment of Federal Exchange Funds.

One item KDOT did not openly acknowledge in this letter is the reduction of Federal Exchange Funds. Originally, the City of Pittsburg was receiving \$256,607.37 each year from this program. In 2012, the City is to receive \$172,349.24, approximately \$84,000 less than the previous year. During a telephone conversation with Mr. Eric Deitcher with KDOT, he explained that after the 2010 Census there were five additional cities that met the 5,000 minimum population thresholds to receive funds. Any city that has a population of 5,000 and is not considered a metropolitan city (i.e. Wichita and Kansas City) falls into the smaller city category. The Federal Exchange Funds allotted to this category is distributed to these cities based on the number of cities and their population.

MEMO TO: JOHN D. VANGORDEN
FEBRUARY 20, 2012
PAGE TWO

A schedule of Pittsburg's projected annual Federal Fund Exchange balance as computed by KDOT is attached to their letter. This schedule, which includes the cost of the Atkinson Road Bridge Project and uses the new Federal Exchange Funding levels, shows the City will have a negative balance until the year 2018. While, explaining the reduction in Federal Exchange Fund, Mr. Deitcher acknowledged that KDOT has the Quincy Street Improvements Project scheduled for FFY 2014. To demonstrate the effect of this project, the staff has included an amended schedule introducing the estimated cost of \$1,672,600 for Quincy Street in the year 2014. Again, using the new reduced rate of Federal Exchange Funds, the City will have a negative balance until 2029.

The timing of the conversion of the STP funds to the Federal Fund Exchange Program was not good for the City of Pittsburg which had two approved projects. KDOT's willingness to finance these projects, however; has placed the City in a better position than most of the other cities. The Federal Exchange Program only allows jurisdictions to accumulate three years of funds before expending them. Pittsburg would not have been able to come up with the same funding level for either the Atkinson Road Bridge or Quincy Street under the new regulations.

I am disappointed that KDOT did not do a better job notifying participating jurisdictions of changes in funding rates. Although there is no formal notification, I feel it's important to notify the City Commission of the reduction in Exchange Funds. Would you please place this item on the February 28, 2012 City Commission Agenda so I may provide a verbal report on this matter.

If you have any questions please do not hesitate to contact me.

Attachments: KDOT Letter
Federal Fund Exchange Schedule

cc: Tammy Nagel, City Clerk
Project File
Memo File

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

Barbara W. Rankin, Acting Secretary
Ronald J. Seitz, P.E., Chief



Phone: 785-296-3861
Fax: 785-296-2079
Hearing Impaired - 711
publicinfo@ksdot.org
<http://www.ksdot.org>

Sam Brownback, Governor

BLP Memo 12-4

MEMO TO: City Council/Commission
City of Pittsburg

DATE: February 16, 2012

SUBJECT: Federal Fund Exchange 2012

The federal fund exchange program is a voluntary program that allows a local public agency (LPA) to trade all or a portion of its federal fund allocations in a specific federal fiscal year with the Kansas Department of Transportation (KDOT) in exchange for state transportation dollars or with another LPA in exchange for their local funds. The exchange rate for the program is \$0.90 of state funds for every \$1.00 of local federal obligation authority exchanged. State funds will be paid on a reimbursement basis as the LPA incurs costs.

Participation in the program is optional. An eligible LPA may choose to exchange its federal funds or it may use the funds to develop a federal-aid project following the established procedures. The Program Guidelines and necessary documents are located at www.ksdot.org/burlocalproj. For your convenience the Request to Exchange Federal Funds Form is attached. **Please remember to return the Request by March 31, 2012, if you decide to exchange your federal funds.**

In order to participate in the program the LPA must have a positive ending Federal Fiscal Year (FFY) 2011 balance. Please see page two (2) for detailed information.

We appreciate your cooperation in allowing KDOT to implement this program for the local public agency. This program will allow the local public agency more flexibility to use their dollars where they will do the most good and it will eliminate the need for them to meet the costly and time consuming requirements of developing a federal-aid project. Please contact Sondra Clark, Eric Deitcher, or me at 785-296-3861 if you have any questions regarding this program or if you need assistance in completing the Request to Exchange Federal Funds form.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald J. Seitz".

Ronald J. Seitz, P.E., Chief
Bureau of Local Projects

cc: Office of City Engineer
Dan Scherschligt, P.E., Director, Division of Engineering and Design
Chris Herrick, P.E., Director, Division of Planning and Development
Dennis Slimmer, P.E., Chief, Bureau of Transportation Planning
File

Following is a summary of the dollars available to Pittsburg at this time for transportation related projects:

Federal Fund Exchange Balance at End of FFY 2011	(\$1,159,068.52)
Estimated Six (6) month Federal Obligation Authority Distribution (new federal dollars through 03/31/12)	\$86,174.62
Current Federal Fund Balance	(\$1,072,893.90)

U-2000-01
 Atkinson Road over Cow Creek
 Let Date 5/18/11

	Obligated Amount	Federal Funds	Balance
2011		\$ 256,607.37	
2011 \$	1,415,675.89		\$ (1,159,068.52)
2012 - 6 mo		\$ 86,174.62	\$ (1,072,893.90)
2012 - 6 m0		\$ 86,174.62	\$ (986,719.28)
2013		\$ 172,349.24	\$ (814,370.04)
2014		\$ 172,349.24	\$ (642,020.80)
2015		\$ 172,349.24	\$ (469,671.56)
2016		\$ 172,349.24	\$ (297,322.32)
2017		\$ 172,349.24	\$ (124,973.08)
2018		\$ 172,349.24	\$ 47,376.16

Federal fund Exchange Balance By Year			
Year	Obligated Amount	Federal Funds	Balance
2011		\$ 256,607.37	
2011*	\$ 1,415,675.89		\$ (1,159,068.52)
2012		\$ 172,349.24	\$ (986,719.28)
2013		\$ 172,349.24	\$ (814,370.04)
2014*	\$ 1,672,600.00	\$ 172,349.24	\$ (2,314,620.80)
2015		\$ 172,349.24	\$ (2,142,271.56)
2016		\$ 172,349.24	\$ (1,969,922.32)
2017		\$ 172,349.24	\$ (1,797,573.08)
2018		\$ 172,349.24	\$ (1,625,223.84)
2019		\$ 172,349.24	\$ (1,452,874.60)
2020		\$ 172,349.24	\$ (1,280,525.36)
2021		\$ 172,349.24	\$ (1,108,176.12)
2022		\$ 172,349.24	\$ (935,826.88)
2023		\$ 172,349.24	\$ (763,477.64)
2024		\$ 172,349.24	\$ (591,128.40)
2025		\$ 172,349.24	\$ (418,779.16)
2026		\$ 172,349.24	\$ (246,429.92)
2027		\$ 172,349.24	\$ (74,080.68)
2028		\$ 172,349.24	\$ 98,268.56
2029		\$ 172,349.24	\$ 270,617.80

2011*	Atkinson Road Bridge over Cow Creek (KDOT Proj U-2000-01)
2014*	Quincy Street (KDOT Proj 19 U-2287-01) Estimated KDOT Share



ECONOMIC DEVELOPMENT

201 West 4th Street · Pittsburg KS 66762

(620) 230-5544

mturnbull@pittks.org

INTEROFFICE MEMORANDUM

To: JOHN VANGORDEN
From: MARK TURNBULL
CC:
Date: FEBRUARY 22, 2012
Subject: *AGENDA ITEM:* February 28, 2011
RollSource

Deborah DiGioia, (Orlando, FL) requested a proposal for the renewal of the Lease at the premises located at 3004 N. Rotary Terrace, Pittsburg, Kansas. Currently our lease expires April 30, 2012. She requested we provide a proposal for a one, three and five year renewal. The City currently leases the property at below market rate of \$8,100.00 per month. The company does not pay taxes or maintenance. On February 1, 2012, a one year lease extension was submitted.



INTEROFFICE MEMORANDUM

To: Pittsburg City Commission
Interim City Manager John VanGorden

From: Sergeant Tim Tompkins
DARE Unit Coordinator

CC:

Date: Monday, February 20, 2012

Subject: Purchase for Community Education Programs

I am requesting approval to purchase a robotic unit produced by Robotronics, Inc. for use in our community drug and alcohol prevention education programs. The robotic unit features a character of Darren, the DARE lion, the official mascot of the DARE program. The character is seated in a car, which can be maneuvered in a street during a parade or used in a school classroom during a presentation.

The purchase price for the unit and equipment total \$11,551.50. The purchase price includes a transport cart, cover for the figure, extra batteries, and other electronic components. The systems are extremely reliable and the company has been producing these robotic devices since the early 1980's.

I have had the opportunity to present many safety education programs throughout our community during my career and I strongly believe this unit will significantly enhance our community education programs, especially those programs involving children. According to company information, there are no other agencies in Kansas with this type of robot unit. The purchase can be made through the Special Alcohol Tax Fund as it will be used specifically for substance abuse prevention and safety education programs. As a single-source supplier of this unit in partnership with DARE America, we are allowed to waive City bid policy and purchase the item directly from the company rather than requiring a formal bid process. Thank you for your consideration.



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

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Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: TODD KENNEMER
Assistant Director of Public Works

DATE: February 21, 2012

SUBJECT: Agenda Item – February 28, 2012
Submittal of Applications to KDHE
Illegal Dump Clean-Up Program

The Kansas Department of Health and Environment (KDHE) has funds available to cities to help clean up illegal solid waste dump sites inside the City limits. These funds are limited to \$10,000 per dump site and are available to the City **only** if the City agrees to contribute 25%. This 25% contribution from the City can be in the form of money or in the form of “in-kind” services. “In kind” services can include labor, equipment, supplies, transportation and landfill space.

There are two illegal dumpsites the City would like to clean up and remove. The estimated cost to remove these dump sites is \$26,666. Total cost to the City is \$6,666 which can be in the form of “in-kind” services. These sites are located in the 700 Block of East 10th Street (in the railroad right-of-way) and in the 400-600 Blocks of East 2nd Street (see attached photos).

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 28, 2012. Action being requested is approval or disapproval of staff’s request to submit applications to KDHE for the clean-up of the two illegal dump sites at a cost of \$6,666 as the City’s share to clean up these sites and, if approved, authorize the City Manager to sign the applications on behalf of the City.

MEMO TO: JOHN D. VANGORDEN
FEBRUARY 21, 2012
PAGE TWO

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

Attachments: Notice of KDHE's New State Illegal Dump Clean-Up Program
Application w/Photos – 10th Street
Application w/Photos – 2nd Street

cc: Tammy Nagel, City Clerk
Memo File

Implementation of New State Illegal Dump Clean-Up Program

On July 1, 2000, the provisions of House Bill 2860 went into effect. As a result, KDHE is now authorized to utilize the solid waste management fund to clean-up illegally dumped solid waste. However, KDHE can only use these funds if the city and/or county in which the waste was dumped agrees to contribute 25 percent of the cost of clean-up. Before performing any clean-up work, KDHE must find that the dump creates a public nuisance or adversely impacts public health or the environment. In addition, the party responsible for the dump must be given proper notification of the finding and an opportunity to carry out the required clean-up work. Depending on the circumstances related to a specific site, KDHE may or may not attempt to recover the clean-up costs from responsible parties.

We encourage individuals, cities, and counties to participate in this new program. You may be aware of one or more unsightly and potentially dangerous dumps in your county. This is your chance to eliminate those dump at minimal cost to the county. KDHE has developed the following plan for implementing this new program:

- Step 1** - Cities and counties nominate sites for clean-up using the KDHE "Illegal Dump Notification and Information Form" (copy attached). Individuals may also nominate sites for clean-up in the same way provided they have coordinated with appropriate city or county officials.
- Step 2** - KDHE periodically prioritizes sites based upon appropriate factors related to nuisance and risks to public health and the environment.
- Step 3** - On a site-by-site basis, KDHE corresponds with responsible parties and simultaneously enters into a cooperative clean-up agreement with the city or county which will be assisting in the clean-up effort.
- Step 4** - KDHE and the affected city or county complete the clean-up work.
- Step 5** - KDHE initiates cost recovery actions when appropriate.

To help you decide whether to participate in this program, some of your possible questions are answered below:

What types of dumps are eligible for clean-up under this program?

Only non-hazardous solid waste may be cleaned up under this program. Typical wastes to be cleaned up will likely be household trash, construction & demolition debris, furniture, and appliances. This program is designed for small to medium-sized dumps, not large illegal sites that have been used for extended periods of time. KDHE may spend no more than \$10,000 per site. Only illegal dumps may be cleaned up. This means that dumps located on farmers and ranchers property that were legally created under the permitting exemption for land disposal on one's own property are not eligible for clean-up under this program. This does not prevent innocent landowners from participating in this program when their farms or ranches were illegally dumped on by a third party.

Can a private citizen nominate a site for this program?

Yes, a private citizen can nominate an illegal dump site by completing an Illegal Dump Notification and Information Form and mailing it to KDHE. However, the notification form must be submitted to the appropriate city or county official for signature of the Local Government Statement of Intent (a part of the notification form) prior to submitting the form to KDHE.

How can a city or county make their 25 percent match?

Cities or counties may contribute cash to make their match; however, we anticipate that "in-kind" services will be more commonly used to match the state expenditures. Types of "in-kind" services that will be acceptable include labor, equipment, transportation, supplies, and landfill space in a city or county-run landfill.

Can a city or county complete the entire clean-up project and receive reimbursement from the state for their services?

If the most efficient way to complete a clean-up project is to allow the city or county to carry out all of the work, KDHE is willing to enter into a contract with the city or county which stipulates a payment method for work which exceeds the required 25 percent match.

If KDHE is successful in recovering clean-up costs from responsible parties, will the city or county receive any of those funds?

The city or county will receive 25 percent of any recovered funds.

If the estimated cost to clean-up an illegal dump exceeds \$10,000, can the city or county contribute more than 25 percent in order to take advantage of this program?

Yes, a city or county can enter an agreement which stipulates willingness to cover any clean-up costs which exceed the state \$10,000 contribution plus their 25 percent match. In other words, the city or county would need to cover any costs of clean-up and disposal exceeding \$13,333.

When does KDHE expect to perform the first clean-up work under this program?

Probably not until early in 2001.

Please feel free to share the attached site notification form with anyone in your county to identify sites. In order for KDHE to consider an identified site, a local government official must sign the

“Statement of Intent” on the back of the form. This statement is not the official county and state agreement which will need to be finalized before any clean-up work begins. We have separately mailed the notification form to every city within your county. In some cases, it may be appropriate and desirable for cities and counties to coordinate the submission of forms.

All completed forms should be sent to Bill Bider at the address shown at the bottom of the notification form.

If you have any questions regarding this program, please feel free to contact me at (785) 296-1612 or wbider@kdhe.state.ks.us. We look forward to working with cities and counties to clean up illegal dumps and make our state safer and cleaner.

Illegal Dump Notification And Information Form

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

1000 SW Jackson, Suite 320 Topeka, KS 66612-1366

Form submitted by:

Name Todd Kennemer Date January 19, 2012

Affiliation City of Pittsburg, KS (if city or county, please fill out reverse side)

Street Address 201 W. 4th Street, P.O. Box 688

City, State, Zip Pittsburg, KS 66762

Phone (620) 231-4170 Fax (620) 231-2103 E-mail tkennemer@pittks.org

Person to accompany KDHE on site inspection:

Name Todd Kennemer

Phone (620) 231-4170

Site Information

Location: legal Railroad right-of-way adjoining Lot 15, Block 3, Hermann Addition Within city limits? yes no

Street address, if available N / A

Property owner: Kansas City Southern Railroad, Kansas City, MO 64105

Person(s) responsible for illegal dumping, if known: Name Unknown

Phone _____ Address _____

Size of illegal dump in square feet: Approximately 2,500 square feet

Type of material: (circle all that apply)

tree/brush construction/demolition household trash industrial

other _____

Distance to nearest surface water: Approximately 985 feet

Type of nearest surface water: (circle one)

intermittent creek creek river pond/lake

Distance to nearest occupied dwelling: Approximately 130 feet

Number of occupied dwellings within 1/4 mile radius of site: 264

Distance from illegal dump to nearest road: 250 feet

Estimated cost to remove or cover trash: \$10,000

Please return this form, along with **photos** of the site, to: Bill Bider, Bureau of Waste Management
1000 SW Jackson, Suite 320
Topeka, KS 66612-1366

Local Government Statement of Intent

K.S.A. 65-3415 grants KDHE the authority to spend State Solid Waste Management Funds to help clean up **illegal** dumps under the following conditions:

- the responsible party must be unknown, unwilling, or unable to clean up the site
- the state may spend no more than \$10,000 per site
- the city or county must consent to the clean-up and must pay a minimum of 25% of the cost of the clean-up

How does the City/County anticipate meeting the 25% match? Cash or in-kind services, including labor, equipment, supplies, and landfill space may be used to satisfy this match requirement.

In-kind services: Labor, Equipment

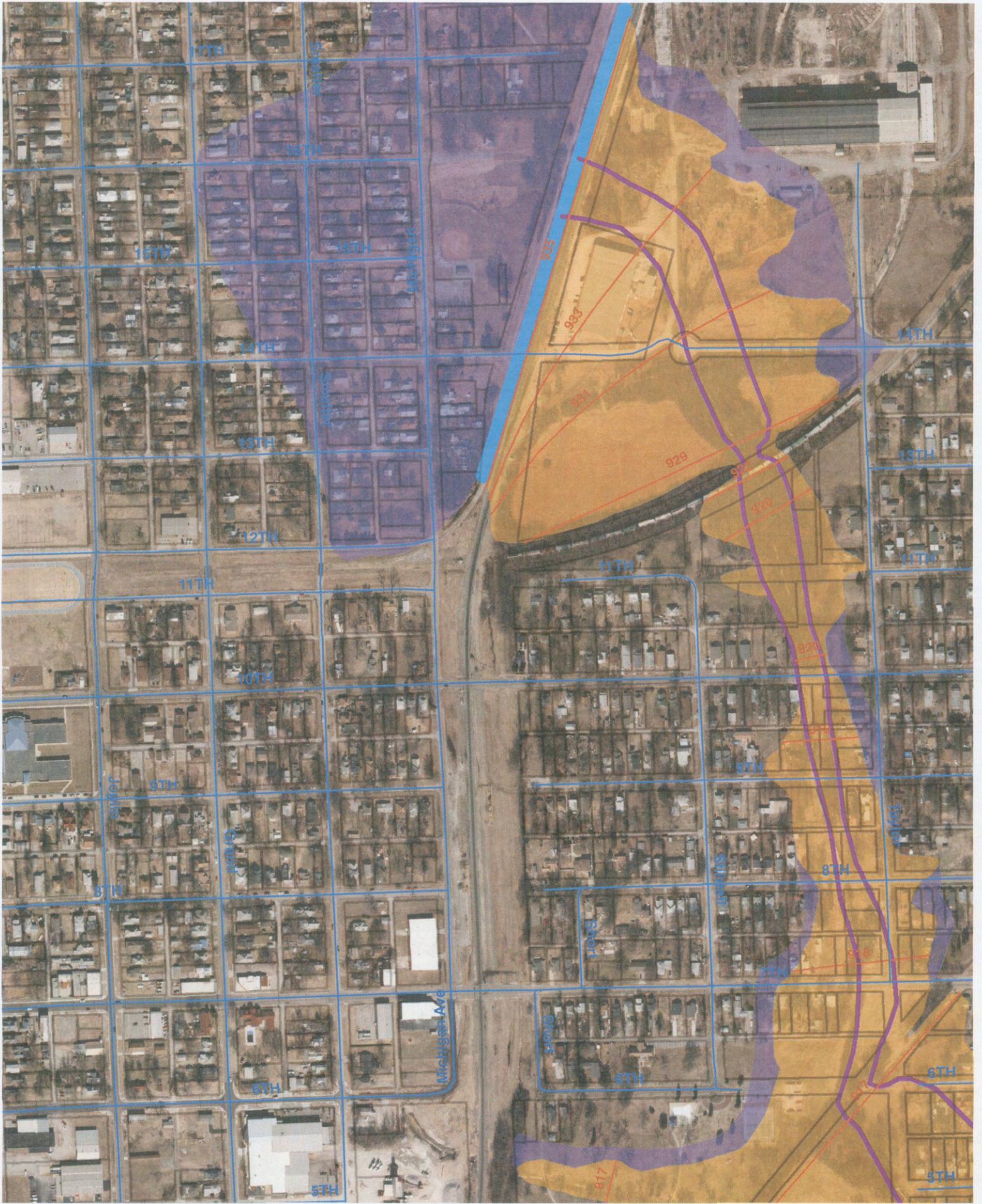
If your city or county is interested in working with the State to clean up this site, please have an authorized official sign below. This is merely a statement of intent and is not a legal commitment.

Signature

Title

Note: State law directs KDHE to initiate cost recovery actions from the responsible party or parties when money from the solid waste management fund is used for the clean-up of illegal dumps. However, KDHE will assess the circumstances regarding each site before carrying out any such actions. Factors which will be considered include, but are not limited to, the resources of the responsible party or parties and the confidence in the identification of the responsible party or parties.















Illegal Dump Notification And Information Form

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
1000 SW Jackson, Suite 320 Topeka, KS 66612-1366

Form submitted by:

Name Todd Kennemer Date January 19, 2012

Affiliation City of Pittsburg, KS (if city or county, please fill out reverse side)

Street Address 201 W. 4th Street, P.O. Box 688

City, State, Zip Pittsburg, KS 66762

Phone (620) 231-4170 Fax (620) 231-2103 E-mail tkennemer@pittks.org

Person to accompany KDHE on site inspection:

Name Todd Kennemer

Phone (620) 231-4170

Site Information

Location: legal See attached Within city limits? yes no

Street address, if available 400 through 600 block, E. 2nd Street, Pittsburg, KS

Property owner: Southeast Kansas Railroad

Person(s) responsible for illegal dumping, if known: Name Unknown

Phone _____ Address _____

Size of illegal dump in square feet: Approximately 20,000 square feet

Type of material: (circle all that apply)

tree/brush construction/demolition household trash industrial
other

Distance to nearest surface water: 450 feet

Type of nearest surface water: (circle one)

intermittent creek creek river pond/lake

Distance to nearest occupied dwelling: 600 feet

Number of occupied dwellings within 1/4 mile radius of site: 62

Distance from illegal dump to nearest road: 420 feet

Estimated cost to remove or cover trash: \$10,000

Please return this form, along with **photos** of the site, to: Bill Bider, Bureau of Waste Management
1000 SW Jackson, Suite 320
Topeka, KS 66612-1366

Local Government Statement of Intent

K.S.A. 65-3415 grants KDHE the authority to spend State Solid Waste Management Funds to help clean up **illegal** dumps under the following conditions:

- the responsible party must be unknown, unwilling, or unable to clean up the site
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- the city or county must consent to the clean-up and must pay a minimum of 25% of the cost of the clean-up

How does the City/County anticipate meeting the 25% match? Cash or in-kind services, including labor, equipment, supplies, and landfill space may be used to satisfy this match requirement.

In-kind services: Labor, Equipment.

If your city or county is interested in working with the State to clean up this site, please have an authorized official sign below. This is merely a statement of intent and is not a legal commitment.

Signature

Title

Note: State law directs KDHE to initiate cost recovery actions from the responsible party or parties when money from the solid waste management fund is used for the clean-up of illegal dumps. However, KDHE will assess the circumstances regarding each site before carrying out any such actions. Factors which will be considered include, but are not limited to, the resources of the responsible party or parties and the confidence in the identification of the responsible party or parties.



0 E 4TH

0 STATE ASSESSED

304 N. GRAND

0 STATE ASSESSED

Grand

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0 3RD

210 N JOPLIN

210 N JOPLIN

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