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BROADWAY AND 20TH STREET INTERSECTION IMPROVEMENTS - Staff is requesting Governing Body approval of Supplemental Agreement No. 1 to the original contract dated September 27, 2011 between the City of Pittsburg and Professional Engineering Consultants, P.A. in conjunction with design of intersection improvements at Broadway and 20th Street. This Supplemental Agreement is for additional preliminary engineering services for the construction of a storm sewer to extend from 20th Street to 21st Street along Broadway and is based on PEC's actual cost plus a net fee amount of \$2,580 with the upper limit of compensation for work detailed in this agreement being \$23,684.

PEC Supplemental Agreement Memo 57
 Broadway and 20th PEC Supplemental Agreement 58

BROADWAY AND CENTENNIAL INTERSECTION IMPROVEMENTS - Staff is requesting Governing Body approval of the Standard Form of Agreement between the City of Pittsburg and Professional Engineering Consultants, P.A. for preliminary engineering services for the design of intersection improvements at Broadway and Centennial for an amount not to exceed \$72,174 to include \$2,225 to review shop and falsework drawings.

PEC Engineering Agreement Memo 61
 Broadway and Centennial PEC Agreement. 63

RESOLUTION NO. 1122 - Approval of Resolution No. 1122, authorizing and providing for the public sale of General Obligation Bonds, Series 2012A and Temporary Notes, Series 2012A of The City of Pittsburg, Kansas, setting forth the details of said sale; and providing for the giving of notice thereof.

Resolution No. 1122 97

ORDINANCE NO. S-996 - Approval of Ordinance No. S-996, authorizing the issuance of \$860,000 aggregate principal amount of General Obligation Bonds, Series 2012A, of The City of Pittsburg, Kansas, under the authority of K.S.A. 10-101 to 125, inclusive, and K.S.A. 12-685 et seq., all as amended.

Ordinance No. S-996 99

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 22, 2012
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Larry DeOrnellis of the Church of God
- b. Flag Salute Led by the Mayor
- c. Public Input

**** A moment of silence will be observed at 5:41 p.m. in recognition of the one year anniversary of the Joplin/Duquesne Tornado ****

CONSENT AGENDA:

- a. Approval of the May 8, 2012, City Commission Meeting minutes.
- b. Approval of Home Rule Ordinance No. HR-3 authorizing the Governing Body of the City of Pittsburg, Kansas, to acquire, purchase, or otherwise provide certain equipment, machinery, and buildings, including all things necessary and incidental thereto, for the operation and administration of the City's public emergency warning siren system and issue general obligation bonds of the City therefore. **Second Reading - ROLL CALL VOTE.**
- c. Approval of Ordinance No. G-1163 amending Section 78-76 of the Pittsburg City Code to prohibit the operation of trucks or commercial vehicles on Tucker Street from 21st Street to a point 180 feet north of its centerline of the intersection with 23rd Street. **First Reading, if the Governing Body concurs.**
- d. Approval of Ordinance No. G-1164 creating Section 2-3 of the Pittsburg City Code for the purpose of creating a voluntary electronic mail service and notification system. **First Reading, if the Governing Body concurs.**
- e. Approval of a letter to be provided to agencies regarding the appointment of Daron Hall as Pittsburg's City Manager and, if approved, authorize the Mayor to sign the letter on behalf of the City.
- f. Approval of staff request to release a second mortgage in the amount of \$26,044 and a Land Use Restriction Agreement for 2001 North Russell and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 22, 2012
5:30 PM

- g. Approval of the application submitted by Sandra Leyva to sell cereal malt beverages in the original and unopened container at El Taco Express located at 908 East 4th Street for the year 2012 and, if approved, authorize the City Clerk to issue the license.
- h. Approval of the Appropriation Ordinance for the period ending May 22, 2012, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

SPECIAL PRESENTATION:

- a. 2011 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) - Karen Linn of Berberich Trahan & Company, the City's auditing firm, will be present to review the 2011 audit and CAFR. **Receive for file.**

CONSIDER THE FOLLOWING:

- a. DISPOSITION OF BIDS - Approval of staff's recommendation to award the bid for the 7th Street Storm Sewer Replacement Project to the low bidder meeting specifications, Freddy Van's, Inc., of Pittsburg, in the amount of \$139,370 subject to the receipt of a permit from the Division of Water Resources. **Approve or disapprove staff's recommendation and, if approved, direct the Mayor to execute the contract documents once prepared.**
- b. BROADWAY AND 20TH STREET INTERSECTION IMPROVEMENTS - Staff is requesting Governing Body approval of Supplemental Agreement No. 1 to the original contract dated September 27, 2011 between the City of Pittsburg and Professional Engineering Consultants, P.A. in conjunction with design of intersection improvements at Broadway and 20th Street. This Supplemental Agreement is for additional preliminary engineering services for the construction of a storm sewer to extend from 20th Street to 21st Street along Broadway and is based on PEC's actual cost plus a net fee amount of \$2,580 with the upper limit of compensation for work detailed in this agreement being \$23,684. **Approve or disapprove Supplemental Agreement No. 1 and, if approved, authorize the Mayor to sign the Supplemental Agreement on behalf of the City of Pittsburg.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 22, 2012
5:30 PM

- c. BROADWAY AND CENTENNIAL INTERSECTION IMPROVEMENTS - Staff is requesting Governing Body approval of the Standard Form of Agreement between the City of Pittsburg and Professional Engineering Consultants, P.A. for preliminary engineering services for the design of intersection improvements at Broadway and Centennial for an amount not to exceed \$72,174 to include \$2,225 to review shop and falsework drawings. **Approve or disapprove the preliminary engineering services agreement and, if approved, authorize the Mayor to sign the agreement on behalf of the City of Pittsburg.**

- d. RESOLUTION NO. 1122 - Approval of Resolution No. 1122, authorizing and providing for the public sale of General Obligation Bonds, Series 2012A and Temporary Notes, Series 2012A of The City of Pittsburg, Kansas, setting forth the details of said sale; and providing for the giving of notice thereof. **Approve or disapprove Resolution No. 1122 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

- e. ORDINANCE NO. S-996 - Approval of Ordinance No. S-996, authorizing the issuance of \$860,000 aggregate principal amount of General Obligation Bonds, Series 2012A, of The City of Pittsburg, Kansas, under the authority of K.S.A. 10-101 to 125, inclusive, and K.S.A. 12-685 et seq., all as amended. **First Reading, if the Governing Body concurs.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
May 8th, 2012

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, May 8th, 2012, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor John Ketterman presiding and the following members present: Marty Beezley, Rudy Draper, Michael Gray and Patrick O'Bryan.

Mary Cash of the Community of Christ provided the invocation.

Mayor Ketterman led the flag salute.

Mayor Ketterman proclaimed May 8th, 2012, as Ruth Lemon Day in Pittsburg.

Mayor Ketterman proclaimed May 2012 as National Preservation Month in Pittsburg.

APPROVAL OF MINUTES – APRIL 24th, 2012 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the minutes of the April 24th, 2012, City Commission Meeting as submitted.

ORDINANCE NO. G-1162 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Ordinance No. G-1162 amending Section 78-116 of the Pittsburg City Code to prohibit parking on both sides of Pine Street from Quincy Street south 535 feet, both sides of Oak Ridge Road from Tucker Terrace east 115 feet, and Homer Street from the pedestrian crosswalk at the intersection of Homer and Normal south 130 feet to the entrance of the parent drop off to George Nettels Elementary School on second reading with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman and O'Bryan. Motion carried.

ACCEPTANCE OF TITLE - #4 4th STREET CIRCLE – On motion of Beezley, seconded by O'Bryan, the Governing Body accepted the clear title to #4 4th Street Circle from Todd Kennemer for the purpose of demolition. Motion carried.

CIVIL RIGHTS COMPLAINT POLICY AND FAIR HOUSING COMPLAINT POLICY – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the City of Pittsburg Civil Rights Complaint Policy and the Fair Housing Complaint Policy. Motion carried.

REVOLVING LOAN FUND APPLICATION – WARE – On motion of Beezley, seconded by O'Bryan, the Governing Body approved staff recommendation to re-approve the Revolving Loan Fund application submitted by Ron and Dora Ware with a new capital investment amount to equal \$101,324.00 with the five (5) year lease provision, and authorized the Mayor to sign the appropriate documents. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
May 8th, 2012

ROLLSOURCE LEASE – On motion of Beezley, seconded by O'Bryan, the Governing Body approved a three year lease extension with RollSource and authorized the Mayor to sign the appropriate documents. Motion carried.

REAPPOINTMENT – PITTSBURG PUBLIC LIBRARY BOARD OF TRUSTEES – On motion of Beezley, seconded by O'Bryan, the Governing Body reappointed Gil Cooper to a second four-year term as a member of the Library Board of Trustees effective May 1, 2012, and to expire on April 30, 2016. Motion carried.

APPROPRIATION ORDINANCE – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the Appropriation Ordinance for the period ending April 24th, 2012, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman and O'Bryan. Motion carried.

POLICE COMPUTER – On motion of Beezley, seconded by Gray, the Governing Body approved staff request to purchase seven Panasonic Toughbook laptop computers and connection systems, and seven Gamber-Johnson Brand computer and equipment console systems for a total purchase price of \$36,028.65, and directed staff to prepare the necessary purchase order. Motion carried.

CONDITIONAL USE REQUEST - On motion of O'Bryan, seconded by Beezley, the Governing Body approved the recommendation of the Planning and Zoning Commission to grant a request submitted by the City of Pittsburg on behalf of Verizon for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow for a 200' communications tower to be placed at 101 N. Locust. Motion carried.

DISPOSITION OF BIDS - SALES TAX STREET PROGRAM – On motion of O'Bryan, seconded by Gray, the Governing Body awarded the bid for the Sales Tax Street Program to the low bidder meeting specifications, APAC-Missouri, of Springfield, Missouri, for a total combined bid of \$464,791.66, and authorized the Mayor to sign the contract documents once they are prepared. Motion carried.

EXECUTIVE SESSION - On motion of Gray, seconded by O'Bryan, the Governing Body recessed into Executive Session not to exceed 60 minutes for discussion deemed privileged in the attorney-client relationship. Motion carried.

The Governing Body recessed into Executive Session at 5:57 p.m.

The Governing Body reconvened into Regular Session at 6:56 p.m.

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

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
May 8th, 2012

WATER TREATMENT PLANT IMPROVEMENTS – Following a verbal presentation by Director of Public Utilities John Bailey, on motion of O'Bryan, seconded by Draper, the Governing Body approved Change Order No. 3 for the Water Treatment Plant Improvements Project, and authorized the Mayor to sign the Change Order on behalf of the City. Motion carried.

Director of Public Utilities John Bailey stated the change order was being proposed in five groups, Treatment Process Operation and Maintenance Improvements for an Add of \$58,073.00; Exterior Architectural Improvements for an Add of \$61,904.00; Interior Architectural Improvements for an Add of \$47,112.00; ADA Accessibility Improvements for an Add of \$39,388.00; and Miscellaneous Deducts for a Deduct of (\$24,231.28); for a Total Change Order #3 Amount of Add \$182,245.72. The following changes are hereby made to the contract price:

Original Contract Price:	\$7,367,000.00
Current Contract Price as adjusted by previous Change Orders:	\$7,352,876.92
Contract Price due to this Change Order will be increased by:	\$ 182,245.72
New Contract Price including this Change Order will be:	\$7,535,122.64

The major change will be the extension of time for the contractor to complete construction of this project. The Substantial Completion date will be extended to July 17, 2012, and the Final Completion will be July 22, 2012. The exception will be the four Long Lead Items that will have a Substantial Completion Date of August 28, 2012 and a Final Completion date of September 1, 2012. The contractor will shut down on July 22nd and then will reoccupy the project site on August 28th to complete the Long Lead Items with Final Completion on September 1st.

NON-AGENDA REPORTS AND REQUESTS:

HOME RULE ORDINANCE NO. HR-3 – Director of Public Works Bill Beasley stated the traditional State Statutes and Charter Ordinances used by the City to authorize the issuance of General Obligation Bonds for projects are not applicable to the improvements to the City's Public Emergency Siren System Improvements. The staff has been working with the City's Bond Advisor, Mr. Phil Wolfe of Nichols & Wolfe, to determine the authorization the City can use to issue bonds for improvements to this system. After consulting with the Kansas Attorney General's Office, Mr. Wolfe has recommended the passage of a Home Rule Ordinance pursuant to Section 5 of Article 12 of the Kansas Constitution. Like most City Ordinances, the Home Rule Ordinance will require two readings and publication in the City newspaper before it is passed. After the passage of the Ordinance, the City will also have to pass an authorizing Resolution for the project. On motion of Beezley, seconded by Draper, the Governing Body approved on first reading Home Rule Ordinance No. HR-3 to authorize the issuance of General Obligation Bonds for improvements to the City's Public Emergency Warning Siren System. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
May 8th, 2012

ADJOURNMENT: On motion of Beezley, seconded by O'Bryan, the Governing Body adjourned the meeting at 7:05 p.m. Motion carried.

John Ketterman, Mayor

ATTEST:

Joye VanGorden, Deputy 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: May 16, 2012

SUBJECT: Agenda Item – May 22, 2012
Ordinance No. G-1163
No Truck Traffic

The Public Works Department received a request from a property owner on 23rd Street to post Tucker Street from 21st Street to 23rd Street for no truck traffic. In making this request, the property owner indicated that on several occasions semi-trucks and trailers using the overpass have turned off of 21st Street onto Tucker Street to gain access to either the KCS yard or the Pittsburg Regional Industrial Park. Tucker Street is a very narrow street and the radiuses at the intersections are so small that these trucks cannot turn around without pulling onto private property causing damages.

The Traffic Advisory Board reviewed this request and determined the conditions were as provided, therefore, they have recommended that trucks not be allowed on Tucker Street from 21st Street to a point 180 feet north of the intersection with 23rd Street. If approved, this street will be posted at the intersection of 21st Street well visible to truck traffic before making this turn. Additional signs will also be posted by the Public Works Department at strategic locations identifying the best route to the Pittsburg Regional Industrial Park off of 21st Street and the KCS yard office off Rouse Street.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 22, 2012. Action being requested is approval or disapproval of this Ordinance and, if approved approve the Ordinance on FIRST READING.

MEMO TO: JOHN D. VANGORDEN
MAY 16, 2012
PAGE TWO

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

Attachment: Ordinance No. G-1163

cc: Tammy Nagel, City Clerk
Joe Beaman, Traffic and Communications Supervisor
Memo File

(Published in The Morning Sun _____, 2012)

ORDINANCE NO. G-1163

AN ORDINANCE amending Section 78-76 of the Pittsburg City Code to prohibit the operation of trucks or commercial vehicles on Tucker Street from 21st Street to a point 180 feet north of its centerline of the intersection with 23rd Street.

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

Section 1. Section 78-76 of the Pittsburg City Code is amended to read as follows:

Sec. 78-76. Trucks or commercial vehicles prohibited on certain streets.

- (a) The terms "truck" and "commercial vehicle" when used in this Section shall have the following meaning: Such vehicles shall include any vehicle known as a truck semitrailer, truck tractor or trailer, whether self-propelled, towed behind or pushed ahead of a vehicle, whenever such vehicle, alone or in combination with other vehicles, has a gross weight of 12,000 pounds or more.
- (b) It shall be unlawful for any person to operate a truck or commercial vehicle on: 1) East 27th Street between Broadway Avenue and Joplin Avenue; 2) East 14th Street between Rouse Avenue and Free King Highway; and 3) Tucker Street from 21st Street to a point 180 feet north of its centerline of the intersection with 23rd Street.
- (c) This Section shall not apply to police, fire, ambulance or other emergency vehicles or to City, county, or franchised utility maintenance vehicles while engaged in repair, maintenance or construction activities.
- (d) Any person found guilty of violating subsection (b) of this Section shall be subject to a fine in a sum not to exceed \$100.00 for each violation.

(Code 1975, §§ 21-1521—21-1524; Ord. No. G-819, §§ 1—3, 11-12-2002)

State law reference— Authority to prohibit specific kinds of vehicles on specified streets, K.S.A. 8-2002(a)(14).

Section 2. This Ordinance shall take effect upon publication in the official City paper.

PASSED AND APPROVED this _____ day of _____,
2012.

Mayor- John Ketterman

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: May 16, 2012

SUBJECT: Agenda Item – May 22, 2012
Ordinance No. G-1164
Electronic Mail Service

During meetings between City Commissioners, City staff and various landlords over the possibility of the adoption of a Housing Code, several times it was expressed that they would like to be notified of City Code violations electronically. Although the State Statutes and City Codes require notification by certified mail for most City Code violations, these landlords felt the cost was unnecessary and was willing to receive notification by other means. In this regard, staff has worked towards providing electronic notification of City Code violations through voluntary acceptance. What is being proposed is individuals may choose to waive their rights to be notified by certified mail or traditional notification by signing a form requesting notification via email.

The City Attorney has prepared the attached Ordinance addressing how this notification will be provided and how the notification process will be administered by City staff. Again, this would be strictly voluntary and would not be forced upon anybody who still wishes to be notified as prescribed by City Codes.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 22, 2012. Action being requested is approval or disapproval of this Ordinance and, if approved, approve the Ordinance on FIRST READING.

Attachment: Ordinance No. G-1164

cc: Tammy Nagel, City Clerk
Memo File

(Published in The Morning Sun _____, 2012)

ORDINANCE NO. G-1164

AN ORDINANCE creating Section 2-3 of the Pittsburg City Code for the purpose of creating a voluntary electronic mail service and notification system.

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

Section 1. Section 2-3 of the Pittsburg City Code is created to read as follows:

Sec. 2.-3 Electronic Mail Service and Notification.

(a) Any person may request and consent to notice and service from the City by electronic mail by executing an Electronic Mail Service and Notification Request form and filing said form with the City Clerk.

(b) Upon filing of the Electronic Mail Service and Notification Request form with the City Clerk, all notices and service from the City to the person filing the form shall be transmitted to such person by electronic mail in a readable format, with any attachments transmitted as part of an electronic mail message, formatted in a universal computer language or format such as Rich Text Format (RTF) or Portable Document Format (PDF).

(c) All documents transmitted by electronic mail must be capable of being printed as paper documents that can be archived.

(d) Service by electronic mail shall be complete and deemed received by the person to whom service by electronic mail is made, when the electronic mail message is transmitted unless the message is returned to the sender as undeliverable.

(e) Any person may change his or her email address for notice and service purposes by filing a new Electronic Mail Service and Notice Request form with the City Clerk which sets forth a different email address for notice and service purposes.

(f) Consent to service and notice by electronic mail may be rescinded, for future service and notice purposes only, by filing with the City Clerk a written request to cancel consent to notice and service by electronic mail.

(g) The Electronic Mail Service and Notification Request form shall be in substantially the following form:

**ELECTRONIC MAIL SERVICE AND
NOTIFICATION REQUEST**

I, _____, hereby request to be served and notified by the City of Pittsburg, Kansas, by electronic mail for all notice and service purposes under the City Codes and do hereby waive my right under City Codes to be served or notified by Certified Mail for any violation of City Codes.

I hereby request all notice and service required by City Codes be sent to me electronically at the following email address_____. I understand that electronic mail notice and service shall be deemed delivered upon transmission, unless returned as undeliverable and all applicable time periods under the City Codes shall commence on the date of such transmission. Failure to abate or terminate any City Code violations within the applicable time period set forth in City Codes from the delivery date record on the City's computer server will result in the City taking abatement action. The cost of any such abatement by the City, including administrative fees, will be assessed to me upon completion of the abatement action.

I hereby agree to execute and file a new Electronic Mail Service and Notification Request form if my email address for service and notice purposes changes. I hereby also agree that this Electronic Mail Service and Notification form shall remain valid and in force until and unless I file with the City Clerk, a written request to cancel consent to service and notice by electronic mail which will be effective for future service and notice purposes only.

Date

Signature

Received by the City Clerk on _____, 2012.

City Clerk

Section 2. This Ordinance shall take effect upon its passage and publication in the official city newspaper.

PASSED AND APPROVED this _____ day of _____, 2012.

Mayor – John Ketterman

ATTEST:

Tammy Nagel – City Clerk



HUMAN RESOURCES

201 West 4th Street · Pittsburg KS
66762

(620) 231-4100

www.pittks.org

MEMORANDUM

TO: Pittsburg City Commission
FROM: Megan Fry, Human Resources
DATE: May 15, 2012
RE: City Manager

Some of the grants we are currently using could require an official letter addressing the change in City Manager personnel. This letter will be used should those financial obligations require documentation of this change.



HUMAN RESOURCES

201 West 4th Street · Pittsburg KS
66762

(620) 231-4100

www.pittks.org

May 21, 2012

To Whom It May Concern:

Effective May 21, 2012, the City of Pittsburg's City Manager is Daron Hall. Mr. Hall replaces Interim City Manager Mr. John VanGorden.

Please contact City of Pittsburg City Clerk at 620-230-5532 if you have any questions or need additional information.

Sincerely,

Mayor John Ketterman
City of Pittsburg

INTEROFFICE MEMORANDUM

To: JOHN VANGORDEN, JON GARRISON, TAMMY NAGEL
From: DEENA HALLACY
CC:
Date: MAY 15, 2012
Subject: *AGENGA ITEM: COMMISSION MEETING MAY 22, 2012*
RELEASE OF SECOND MORTGAGE AND LAND USE RESTRICTION AGREEMENT

In 2000, the City of Pittsburg purchased two lots on North Russell Street with plans for a project which would eliminate two dilapidated structures and construct two new houses. The funding that was available at the time was from Kansas Housing Resource Corp. The two homes were built using the construction technology students from Pittsburg State University along with local contractors.

Two low-moderate income families were selected to purchase the homes. There was a second mortgage placed along with the Land Use Restriction Agreement signed; both effective for a period of ten years. The first home built now has passed the ten year mark. The owner selected to purchase the home continues to own the home. She is interested in refinancing at a lower interest rate and has asked that the Land Use Restriction Agreement and the Second Mortgage be released. All requirements of the program have been met according to the documents filed by Kansas Housing Resource Corp. on behalf of the City of Pittsburg.

The second mortgage was secured for an amount of \$26,044.00. This amount was a grant as long as the buyer continued to own and occupy the home for the ten year period. This amount was part of the buy down in financing the original purchase amount. Again, all requirements of this second mortgage have been met.

Please place this request to release the Land Use Restriction Agreement and the Second Mortgage for 2001 N. Russell for approval by the City Commission.

PROMISSORY NOTE
HOME INVESTMENT PARTNERSHIPS PROGRAM
10 YEAR

Loan No. _____

Pittsburg, Kansas

Date: January 11, 2001

FOR VALUE RECEIVED, the undersigned ("Borrower") promises(s) to pay to the order of the CITY OF PITTSBURG ("Noteholder"), the principal sum of Twenty six thousand forty four & no/100 Dollars (\$ 26,044.00) at no interest during the term hereof.

1. NOTE SECURED BY SECOND MORTGAGE

The indebtedness evidenced by this Note is secured by a second mortgage, dated January 11, 2001 (the "Mortgage") and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by the Note.

2. PAYMENTS

Principal shall be payable at City of Pittsburg, Pittsburg, Kansas, _____, attn.: Deena Hallacy, or such other place as the Noteholder may designate in the manner described below.

Borrower acknowledges that Noteholder is assisting Borrower in financing the purchase of Borrower's residence from funds made available under the HOME Investment Partnerships Program, as described in Title II, the Cranston-Gonzalez National Affordable Housing Act, Public Law No. 101-625, 104 Stat. 4079 (1990), 24 C.F.R. part 92, and pursuant to rules and regulations promulgated thereunder and requirement of the State of Kansas (the "HOME Investment Partnerships Program").

If on or before the closing date of this Note the property described in the Mortgage (the "Property") given to secure this Note complies, as determined by Noteholder, with the Housing Quality Standards then established by the Department of Housing and Urban Development for the Section 8 Existing Housing Program, the principal amount of the Note shall be reduced monthly on the last day of the month for each month thereafter by 1/120 of the original principal amount of this Note until paid, except as hereinafter provided.

If during the term hereof (i) all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Noteholder's prior written consent (including a transfer of all or part of the Property to any person that does not use the Property for

"affordable housing" within the meaning of the HOME Program, (ii) the Borrower uses the Property as an investment property house or (iii) the Borrower uses the Property as a recreational house or "second" home, then Noteholder may, at its option, require immediate payment in full of all of the amount of principal then outstanding under this Note and there shall be no further reduction of principal after the date any of the events described above shall occur. However, this option to accelerate shall not be exercised by Noteholder if exercise is prohibited by federal law as of the date of this Note.

If Noteholder exercises this operation, Noteholder shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums due under this Note and secured by the Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Borrower may invoke any remedies permitted by the Mortgage without further notice or demand on the Borrower.

If the Borrower shall during the term hereof rent the Property while Borrower no longer occupies the Property, the amount of principal outstanding under this Note as of the date of such rental, shall not be reduced and shall be payable at the Maturity Date.

3. BORROWER'S FAILURE TO PAY AS REQUIRED

In addition to the option to accelerate set forth above, if any payment under this Note is not paid when due and remains unpaid after a date specified by a notice of Borrower, the Noteholder may proceed with any remedy available at law or in equity. The date specified shall not be less than thirty days from the date such notice is mailed. If suit is brought to collect this Note, the Noteholder shall be entitled to collect all reasonable attorney's fees where allowed by law.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof.

4. GIVING OF NOTICES

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Noteholder. Any notice to the Noteholder shall be given by mailing such notice by certified mail, return receipt requested, to the Noteholder at the address stated in this Note, or at such other address as may have been designated.

5. RESPONSIBILITIES OF PERSONS UNDER THIS NOTE

This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

2001 N. Russell, Pittsburg, KS
Property Address

Jamie M. Wilson
Borrower

Property Address

Borrower

STATE OF KANSAS

County of Crawford)
)

On this 11th day of January, 2001, before me personally appeared Jamie M. Wilson, a single person to be known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Channan Conway
Notary Public



My commission expires:

11-1-03

DECLARATION OF LAND USE RESTRICTION AGREEMENT
TEN YEAR PERIOD

copy
THIS DECLARATION OF LAND USE RESTRICTION AGREEMENT ("LURA"), dated as of the 11th day of January, 2001, by Jamie M. Wilson whose address is 2001 N. Russell, Pittsburg, Kansas, (the "Owner". Whether one or more parties) is hereby granted and declared as a condition precedent to Rural Housing Service, Altamont, Kansas (hereinafter "Lender") making a first mortgage loan ("Lender Loan") to Owner and the City of Pittsburg ("CITY"); making a soft second mortgage loan ("CITY HOME Loan") to Owner, both the Lender Loan and the CITY HOME Loan to be evidenced by separate Promissory Notes and each to be secured by separate mortgages which will be first and second mortgage liens, respectively, on the land and improvements hereinafter described.

WITNESSETH:

WHEREAS, the CITY, at the written request of the Owner, is assisting in the financing of the purchase of Owner's residence with a soft second mortgage loan (the "CITY HOME Loan") made available from CITY under the HOME Investment Partnerships Program, as described in Title II, the Cranston-Gonzalez National Affordable Housing Act, Public Law No. 101-625, 104 Stat. 4079 (1990), 24 C.F.R. Part 92, and pursuant to the rules and regulations promulgated thereunder and requirements of the CITY (the "HOME Program"), which is being administered by CITY; and

WHEREAS, the Owner is the owner in fee simple of residential land and improvements located and more particularly described in Exhibit A (hereinafter called the "Premises"), attached hereto and by this reference incorporated herein as if set forth verbatim; and

WHEREAS, the Owner has represented to Lender and CITY that the Owner is an individual (or are individuals) whose aggregate income complies with income regulations and the requirements of the HOME Program; and,

WHEREAS, the CITY HOME Loan is made without a charge for interest on the outstanding principal balance of said loan and is subject to principal reductions as provided in the note (the "CITY Note") from Owner evidencing the CITY HOME Loan, and in consideration of this, CITY has required as a condition precedent to making the CITY Loan that the Owner execute, deliver and record in the official land deed records of the county in which the Premises are located, this LURA, or a memorandum hereof, in order to create certain covenants running with the land for the purpose of enforcing the use of land occupancy restrictions herein set forth by prohibiting the leasing, and by regulating and restricting the use, occupancy, sale, or transfer of the Premises for an ineligible purpose under the HOME Program; and,

WHEREAS, the Owner, with this Agreement or the memorandum hereof, intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use, income, occupancy, sale, lease or transfer of the Premises shall be and are covenants running with the Premises for the term hereof and shall be binding upon all subsequent owners of the Premises for such term, and are not merely personal covenants of the Owner, but contractual in nature.

NOW, THEREFORE, in consideration of the Lender Loan and the CITY HOME Loan made to Owner by Lender and CITY, respectively, under the HOME Program, and of the promises and covenants hereinafter set forth, and for Ten Dollars (\$10.00) and other good and valuable consideration each to the other in hand paid and acknowledged hereby, the Owner, Lender and CITY agree as follows:

BOOK 336 PAGE 000624

SECTION 1 - RECORDING AND FILING

Upon execution and delivery to Lender and CITY, respectively, of the loan documents comprising the Lender Loan and the CITY HOME Loan, Lender and CITY shall cause their respective loan documents, this agreement and the memorandum hereof, to be recorded and filed in the official public land deed records of the city or county in which the Premises are located and shall pay all fees and charges incurred in connection therewith.

SECTION 2 - RESTRICTIONS ON SALE, LEASE OR TRANSFER OF LAND AND IMPROVEMENTS

The Owner agrees and covenants with CITY that throughout the term of this Agreement, and in order to satisfy the requirements of the HOME Program, that Owner will not during the term hereof (i) sell or transfer all or any part of the Premises or any interest in it (or sell or transfer a beneficial interest in Owner and Owner is not a natural person) without CITY's prior written consent (including a transfer of all or part of the premises to any person that does not use the Premises for "affordable housing" within the meaning of the HOME Program), (ii) use the Premises as an investment property or (iii) use the Premises as a recreational house or "second" home. Upon the occurrence of (i), (ii) or (iii) above, CITY may, at its option, require immediate payment in full of all of the amount of principal then outstanding under the Note and there shall be no further reduction of principal after the date any of the events described above shall occur. If applicable and as otherwise allowed by law, CITY may choose to foreclose its mortgage securing the CITY HOME loan in the event of a violation of any of the above restrictions or in the event Owner has intentionally misrepresented information to CITY. However, the option to accelerate shall not be exercised by CITY if exercise is prohibited by federal law as of the date of the Note.

SECTION 3 - COVENANTS TO RUN WITH THE LAND

The Owner intends, declares and covenants, on their behalf, and on behalf of all future holders of any interest in and to the Premises described on Exhibit A during the term of this Agreement, that this Agreement and the covenants, restrictions set forth in this Agreement regulating and restricting the use, occupancy, sale, lease or transfer of the Premises (i) shall be and are covenants running with the land, encumbering the land for the Term of this Agreement, binding upon the Owner's successors in title and all subsequent owners and tenants or transferee of the Premises, (ii) are not merely personal covenants of the Owner, but are contractual in nature and a condition precedent to Owner obtaining the CITY HOME Loan, and (iii) shall bind the Owner and the Owner's grantees, lessees, heirs, assigns, personal representatives or transferee during the term of this Agreement. The Owner hereby agrees that any and all requirements of the laws of the State of Kansas to be satisfied in order for the provisions of this Agreement to constitute deed restriction and covenants running with the land shall be deemed to be satisfied in full, and that any requirements or privileges of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that these restrictions run with the land. For the term of this Agreement, each and every contract, deed or other instrument hereafter executed conveying the Premises described on Exhibit A, or portion thereof, shall expressly provide that such conveyance is subject to this Agreement, provided, however, the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises, or portion thereof, specifically provides that such contract, lease or conveyance is subject to this Agreement.

BOOK 336 PAGE 000625

SECTION 4 - TERM OF AGREEMENT

Except as hereinafter provided, this Agreement shall commence on the date Lender and CITY accept delivery from Owner of the loan documents evidencing and securing the Lender Loan and the CITY HOME Loan.

This Agreement shall terminate and be of no further force nor effect upon the first to occur of one of the following events:

- (a) the first day of the 120th month following the month in which the CITY HOME Loan is dated; or
- (b) the date the CITY HOME Loan is paid in full.

SECTION 5 - DEFAULT

This Agreement shall be deemed in equity and at law to be in default if the Owner shall breach any of the covenants, terms or conditions contained in Section 2, above.

SECTION 6 - MISCELLANEOUS

(a) Covenants and Restrictions Not to Apply Under Certain Circumstances.

In the event of an involuntary noncompliance with the requirements of this Agreement caused by the foreclosure by or transfer of title by deed in lieu of foreclosure to holder (or its assigns) of a first mortgage securing the Premises, the covenants and restrictions of this Agreement shall cease to apply.

(b) Successor Bound. This Agreement and the covenants and conditions contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the Owner, the Owner's grantees, heirs, personal representatives, and assigns and all subsequent grantees, heirs, personal representatives, and assigns of all or any of them, or any interest(s) therein, and CITY and its successors and assigns, for the Term specified hereinabove in Section 4.

(c) Interpretation. Any terms not defined in this Agreement shall have the same meaning as terms defined under the laws of the State of Kansas.

(d) Amendment. The Owner agrees that Owner will take all actions necessary to effect amendment of this Agreement as may be necessary to comply with all applicable rules, regulations, policies, procedures, rulings, laws or other official statements pertaining to CITY or the covenants and restrictions created herein.

(e) Severability. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

(f) Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

BOOK 236 PAGE 000626

To CITY: City of Pittsburg
603 N. Pine
Pittsburg, KS 66762
Attention : Deena Hallacy

To the Lender: USDA Rural Housing Service
P.O. Box 437
Altamont, KS 67330

To the Owner: Jamie M. Wilson
2001 N. Russell
Pittsburg, KS

Lender, CITY, and the Owner, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

(g) Governing Law. This Agreement shall be governed by the laws of the State of Kansas.

(h) Subordination. Notwithstanding anything to the contrary contained herein, the parties hereto acknowledge and agree that this Agreement is subject and subordinate in all respects to the liens, terms, covenants, and conditions of the mortgage securing the Lender Loan. In the event of a foreclosure or deed in lieu of foreclosure of the mortgage securing the Lender Loan, any provisions herein (including Section 2) restricting the use of the Premises to "affordable housing" within the meaning of the Home Program or to low or moderate income persons or households, or otherwise restricting the Owner's ability to resell the Premises, shall have no further force or effect. Any person receiving title to the Premises through a foreclosure or deed in lieu of foreclosure of the security instrument securing the Lender Loan shall receive title to the Premises free and clear from such restrictions.

(i) Time of the Essence. Time is of the essence with respect to this Declaration and the promissory note and second mortgage evidencing the CITY Loan to Owner and the performance of each and every obligation of Owner and CITY herein AND THEREIN.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives, as of the day and year first written above.

"OWNER"

Jamie M. Wilson
Typed or Printed
Name: Jamie M. Wilson

"LENDER"

By: NEAL TROYER, Community Development
Typed or Printed Manager
Name: Neal Troyer

Deena Hallacy
Typed or Printed
Name: Deena Hallacy

"CITY"

City of Pittsburg
By: Deena Hallacy
Typed or Printed
Name: Deena Hallacy

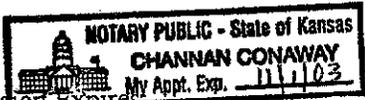
BOOK 336 PAGE 000627

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.
COUNTY OF CRAWFORD)

On this 11 day of JANUARY, 2001, before me personally appeared JAMIE M. WILSON known to me to be the person(s) who executed the foregoing Agreement and acknowledged to me that _____ executed the same for the purposes therein stated and the said SHE acknowledged (himself) (herself) (themselves) to be (unmarried) (married).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



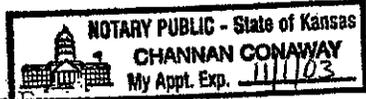
Channan Conway
Notary Public

My Commission Expires
NOVEMBER 01, 2003

STATE OF KANSAS)
) ss.
COUNTY OF CRAWFORD)

On this 11 day of JANUARY, 2001, before me appeared DEENA HALLACY, known to me personally, who, being duly sworn, is the duly authorized representative of the City of Pittsburg and that said person executed the aforesaid instrument for and on behalf of CITY for the purpose therein expressed.

GIVEN under my hand and seal of office this 11 day of JANUARY, 2001



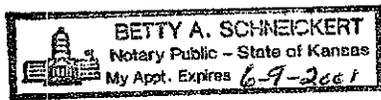
Channan Conway
Notary Public

My Commission Expires
NOVEMBER 01, 2003

STATE OF KANSAS)
) ss.
COUNTY OF Labette)

On this 4th day of January, 2001, before me appeared Neal Troyer, to me personally known, who, being by my duly sworn, did say that he/she is the Community Development Manager of Rural Housing Service and said person acknowledged said instrument to be the free act and deed of said lending institution.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Betty A. Schneickert
Notary Public

My Commission Expires: 6-9-2001

BOOK 336 PAGE 000628

EXHIBIT A

LEGAL DESCRIPTION

The South One Hundred Sixty (160) feet of Lot Number Twenty Six (26) and the South One Hundred Sixty (160) feet of the East Seven and Seven Tenths (7.7) feet of Lot Number Twenty Seven (27) in Vogel's Subdivision of the SE ¼) of the SW ¼) of Sec. 16-30-25, according to the recorded Plat thereof.

EXCEPT that part thereof deeded to the City of Pittsburg, Kansas, a Municipal Corporation for the purpose of public road, highway and public and private utility use as shown by "Deed for Highway Purposes" recorded in Book 433, at page 139, and bounded and described as follows: "A Tract of land for Road Right-of-Way located in Lot 26 Vogel's Subdivision, Pittsburg, Crawford County, Kansas, described as beginning at the Southeast corner of said Lot 26; Thence West along the South line of said Lot 26, a distance of 10.00 feet; Thence Northeasterly to a point on the East line of said Lot 26 and 10 feet North of the South line of said Lot 26; Thence South along the East line of said Lot 26, a distance of 10.00 feet to the point of beginning, containing 50 square feet more or less." Crawford County, Kansas.

STATE OF KANSAS
(CRAWFORD COUNTY)
Recorded at 2:00 P.m.

JAN 22 2001

Book 336 p. 624
Jeanette Nepote
Jeanette Nepote, Register of Deeds
fee 16.00



Cr. Co. Abstract

HOME-FTHB-005
6/99

BOOK 336 PAGE 000629

STATE OF KANSAS
CRAWFORD COUNTY

**SECOND MORTGAGE
HOME INVESTMENT PARTNERSHIPS PROGRAM**

U. L. W.

This instrument was filed for
Record 12th day of JAN.
A.D. 2001 at 1:45 o'clock
P. M. and duly Recorded
in Book 336 Page 267
Fee \$ 12.00

Loan No.: _____
1st Time Homebuyer

Jeanette Nepote
Recorder & Clerk

This Second Mortgage secures such future advances on obligations up to the maximum amount of \$ 26,044.00 of principal, plus such additional sums secured hereby.

THIS SECOND MORTGAGE (herein "Second Mortgage") is made this 11th day of January, 2001, among the Grantor, Jamie M. Wilson, single person (herein "Grantor"), and the City of Pittsburg (herein "Beneficiary"), whose address is 603 N. Pine, Pittsburg, Kansas 66762.

GRANTOR, in consideration of the indebtedness herein recited and the promissory note executed by the parties on this 11th day of January, 2001, and subject to other rights of any prior lien holder under a prior mortgage, irrevocably grants, bargains, sells and conveys to Beneficiary, an interest in the following described property located in Crawford County, State of Kansas:

The South One Hundred Sixty (160) feet of Lot Number Twenty Six (26) and the South One Hundred Sixty (160) feet of the East Seven and Seven Tenths (7.7) feet of Lot Number Twenty Seven (27) in Vogel's Subdivision of the SE ¼ of the SW ¼ of Sec. 16-30-25, according to the recorded Plat thereof.

EXCEPT that part thereof deeded to the City of Pittsburg, Kansas, a Municipal Corporation for the purpose of public road, highway and public and private utility use as shown by "Deed for Highway Purposes" recorded in Book 433, at page 139, and bounded and described as follows: "A Tract of land for Road Right-of-Way located in Lot 26 Vogel's Subdivision, Pittsburg, Crawford County, Kansas, described as beginning at the Southeast corner of said Lot 26; Thence West along the South line of said Lot 26, a distance of 10.00 feet; Thence Northeasterly to a point on the East line of said Lot 26 and 10 feet North of the South line of said Lot 26; Thence South along the East line of said Lot 26, a distance of 10.00 feet to the point of beginning, containing 50 square feet more or less."

commonly known as 2001 N. Russell, Pittsburg, Kansas (herein "Property").

Grantor further covenants and agrees that:

1. In the event the first mortgage or the note secured by it is refinanced without the consent of Beneficiary hereunder, this Second Mortgage will be in default and the entire unpaid debt will be due and payable. Refinancing is only approved for interest and/or term reduction.
2. In the event Grantor fails to carry out the covenants and agreements set forth herein, the Beneficiary may do and pay for whatever is necessary to protect the value of and the Beneficiary's rights in the mortgaged Property and any amount so paid shall be added to the principal sum due the Beneficiary.
3. In the event any condition of this Second Mortgage or the first mortgage shall be in default for more than thirty (30) days, the entire debt shall become immediately

due and payable at the option of the Beneficiary. Beneficiary shall be entitled to collect all costs and expenses, including reasonable attorney fees, where allowed by law, incurred until the time of payment.

4. The Beneficiary will give the first mortgage holder written notice of default and prior written notice of acceleration under this Second Mortgage.
5. Transfer of the Property or a Beneficial Interest in Borrower; Assumption: Excluding a transfer to a prior lien holder under a prior mortgage, if all or any part of the Property or any interest in the Property is sold or transferred (or if a beneficial interest in Grantor is sold or transferred and Grantor is not a natural person) without Beneficiary's prior written consent (including a transfer of all or any part of the Property to any person who does not use the Property for "affordable housing" within the meaning of the HOME Investment Partnerships Program as described in Title II, 104 Stat. 4079 (1990) and 24 C.F.R. Part 92 (the "HOME Investment Partnerships Program"), Beneficiary may, at its option, require immediate payment in full of all sums secured by this Second Mortgage. However, this option shall not be exercised by Beneficiary if exercise is prohibited by federal law as of the date of this instrument.

If Beneficiary exercises this option, Beneficiary shall give Grantor and the first mortgage lien holder prior written notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this Second Mortgage. If Grantor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Second Mortgage without further notice or demand on Grantor.

Notwithstanding Beneficiary's right to invoke any remedies hereunder, Beneficiary agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the first mortgage lien holder at least sixty (60) days prior written notice and the opportunity to cure any default hereunder.

6. This Second Mortgage is also security for all other direct and contingent liabilities of the Grantor to Beneficiary which are due or become due and whether now existing or hereafter contracted.
7. Grantor shall not commit waste or permit others to commit actual, permissive or constructive waste on the Property and shall maintain the Property in as good or better condition as existing at the time of this Second Mortgage.
8. Grantor further covenants and warrants to Beneficiary that Grantor is indefeasibly seized of said Property in fee simple; that the Grantor has lawful authority to mortgage said Property and that said Property is free and clear of all encumbrances except as may be expressly contained herein.

9. **Inspection:** Beneficiary may make, or cause to be made, reasonable entries upon and inspections of the Property, provided that Beneficiary shall give Grantor notice prior to any such inspection specifying reasonable cause theretofore related to Beneficiary's interest in the Property.
10. **Land Use Restriction Agreement:** Beneficiary is assisting in the financing of the purchase of the Property with a loan (the "Loan") from funds made available from the City of Emporia (the "City"), under the HOME Investment Partnerships Program that is being administered by the City. The Loan is made without a charge for interest on the outstanding principal balance of said Loan and is subject to principal reductions as provided in the Promissory Note. Because of this, the Grantor has been required to sign a Land Use Restriction Agreement (the "LURA") of even date herewith. The LURA is being recorded simultaneously herewith, is by this reference incorporated herein and made a part of this Second Mortgage, and any violation of any of the covenants, terms or conditions of the LURA shall constitute a default under the terms and provisions of this Second Mortgage.
11. **Subordination:** Beneficiary and Grantor acknowledge and agree that this Second Mortgage is subject and subordinate in all respects to the liens, terms, covenants and conditions of the first mortgage and to all advances heretofore made or which may hereafter be made pursuant to the first mortgage, including all sums advanced for the purpose of (a) protecting or further securing the lien of the first mortgage, curing defaults of the mortgagor under the first mortgage or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the first mortgage are paramount and controlling, and supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the first mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Grantor's ability to sell the Property shall have no effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Grantor or a related entity of the Grantor) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the first mortgage shall receive title to the Property free and clear from such restrictions. This Second Mortgage will be terminated upon acceptance of deed in lieu of foreclosure of the first mortgage.
12. **Escrow Funds for Taxes and Insurance:** The Grantor shall not be obligated to make such payments of funds to the Beneficiary to the extent that the Grantor makes such payments to the first mortgage lien holder in accordance with the first mortgage.
13. **Condemnation:** The process of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE: 5/02/2012 THRU 5/15/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6627	AMERICAN FUNDS SERVICE COMPANY	R	5/02/2012			167745		461.54
1	CARLTON, TRAVIS	R	5/04/2012			167747		402.00
4807	GOLFWEED	R	5/04/2012			167748		24.95
6718	NATIONAL SCREENING BUREAU	R	5/04/2012			167749		364.00
1	O'BRIEN, MATTHEW	R	5/04/2012			167750		178.25
1081	POSTMASTER	R	5/04/2012			167751		136.00
1	PRATER, ANDREW	R	5/04/2012			167752		119.57
0175	REGISTER OF DEEDS	R	5/04/2012			167753		10.45
0188	SECRETARY OF STATE	R	5/04/2012			167754		50.00
1	TOSH, REBECCA	R	5/04/2012			167755		783.00
1	WUEDERMAN, NICK	R	5/04/2012			167756		27.18
1962	RESERVE ACCOUNT	R	5/07/2012			167768		5,500.00
2519	EAGLE BEVERAGE CO INC	R	5/10/2012			167790		103.65
6873	KNIGHTS OF COLUMBUS	R	5/10/2012			167791		18,009.68
6891	JORDAN M BROWN	R	5/11/2012			167798		225.00
5506	MIKE E BROWN	R	5/11/2012			167799		225.00
4263	COX COMMUNICATIONS	R	5/11/2012			167800		1,892.92
6800	CHARLES D NIEGSCHE	R	5/11/2012			167802		540.00
2648	DIVISION OF ACCOUNTS AND REPOR	R	5/11/2012			167803		150.00
6503	RYAN FREEMAN	R	5/11/2012			167804		911.66
1	MT. CARMEL FOUNDATION	R	5/11/2012			167805		1,725.00
0175	REGISTER OF DEEDS	R	5/11/2012			167806		21.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE: 5/02/2012 THRU 5/15/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3885	STATE OF KANSAS	R	5/11/2012			167807		300.00
6893	DAVID VANBECELAERE	R	5/11/2012			167808		210.00
5589	VERIZON WIRELESS	R	5/11/2012			167809		5,013.70
6883	ECONOMIC LIFELINES INC	R	5/11/2012			167813		500.00
4373	CHILDREN'S ADVOCACY CENTER	R	5/11/2012			167814		500.00
6809	RICHARD GILMORE	R	5/11/2012			167815		2,870.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	5/15/2012			167816		144.27
2876	A-PLUS CLEANERS & LAUNDRY	R	5/15/2012			167817		19.40
2004	AIRE MASTER	R	5/15/2012			167818		15.45
5857	CREATIVE PRODUCT SOURCING INC	R	5/15/2012			167819		570.35
6889	GMG TEEAMSPORTS	R	5/15/2012			167820		168.00
6801	J.A.C. ELECTRIC	R	5/15/2012			167821		277.80
6884	KANSAS CITY POWER PRODUCTS INC	R	5/15/2012			167822		50.70
2682	KENT GREENWOOD PLASTERING	R	5/15/2012			167823		10,576.00
6656	KNIPP EQUIPMENT INC	R	5/15/2012			167824		583.00
6864	MORIDGE MANUFACTURING INC	R	5/15/2012			167825		58.80
6209	MYTOWN MEDIA	R	5/15/2012			167826		300.00
5947	NES	R	5/15/2012			167827		219.86
1	PITTSBURG APPLIANCE SERVICE	R	5/15/2012			167828		45.00
6775	PITTSBURG INTERIORS	R	5/15/2012			167829		713.98
6536	POLYDYNE INC	R	5/15/2012			167830		1,606.50
6848	ROBOTRONICS INC	R	5/15/2012			167831		11,551.50

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE: 5/02/2012 THRU 5/15/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6716	SID BOEDEKER SAFETY SHOE SERVI	R	5/15/2012			167832		120.00
6890	VISIBILITY SYSTEMS COMPANY	R	5/15/2012			167833		21.17
2350	WCA WASTE SYSTEMS INC	R	5/15/2012			167834		44.09
6712	WEBQA INC	R	5/15/2012			167835		1,860.00
2004	AIRE MASTER	R	5/15/2012			167836		15.45
0523	AT&T	R	5/15/2012			167837		6,929.68
0011	AMERICAN ELECTRIC INC	E	5/09/2012			999999		448.44
0044	CRESTWOOD COUNTRY CLUB	E	5/09/2012			999999		253.37
0046	ETTINGERS OFFICE SUPPLY	E	5/09/2012			999999		3,063.61
0063	LOCKE WHOLESALE SUPPLY	E	5/09/2012			999999		604.98
0078	SUPERIOR LINEN SERVICE	E	5/09/2012			999999		419.94
0083	WATER PRODUCTS INC	E	5/09/2012			999999		4,103.24
0084	INTERSTATE EXTERMINATOR, INC.	E	5/09/2012			999999		70.00
0087	FORMS ONE	E	5/09/2012			999999		156.00
0088	D & H LEASING INC	E	5/09/2012			999999		477.08
0101	BUG-A-WAY INC	E	5/09/2012			999999		50.00
0105	PITTSBURG AUTOMOTIVE INC	E	5/09/2012			999999		2,590.20
0112	MARRONES INC	E	5/09/2012			999999		256.15
0117	THE MORNING SUN	E	5/09/2012			999999		509.21
0135	PITTSBURG AREA CHAMBER OF COMM	E	5/09/2012			999999		14,741.00
0145	BROADWAY LUMBER COMPANY, INC.	E	5/09/2012			999999		280.47
0146	CHAPMAN'S LOCKSMITHING	E	5/09/2012			999999		365.50

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE: 5/02/2012 THRU 5/15/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0154	BLUE CROSS & BLUE SHIELD	D	5/04/2012			999999		37,878.30
0154	BLUE CROSS & BLUE SHIELD	D	5/11/2012			999999		16,600.93
0163	O'REILLY AUTOMOTIVE INC	E	5/09/2012			999999		607.67
0181	INGRAM	E	5/09/2012			999999		108.34
0191	XEROX CORP	E	5/09/2012			999999		389.13
0199	KIRKLAND WELDING SUPPLIES	E	5/09/2012			999999		90.04
0200	SHERWIN WILLIAMS COMPANY	E	5/09/2012			999999		360.98
0207	PEPSI-COLA BOTTLING CO OF PITT	E	5/09/2012			999999		311.75
0224	KDOR	D	5/07/2012			999999		950.55
0224	KDOR	D	5/08/2012			999999		4,580.13
0276	JOE SMITH COMPANY, INC.	E	5/09/2012			999999		190.72
0289	TITLEIST	E	5/09/2012			999999		166.88
0292	UNIFIRST CORPORATION	E	5/09/2012			999999		94.31
0294	COPY PRODUCTS INC	E	5/09/2012			999999		1,823.18
0300	PITTSBURG FORD-MERCURY, INC.	E	5/09/2012			999999		430.62
0329	O'MALLEY IMPLEMENT CO INC	E	5/09/2012			999999		13.02
0335	CUSTOM AWARDS PLUS INC	E	5/09/2012			999999		143.16
0337	CROSS-MIDWEST TIRE	E	5/09/2012			999999		18.38
0339	GENERAL MACHINERY	E	5/09/2012			999999		2,060.17
0373	BROADWAY ELECTRONICS INC	E	5/09/2012			999999		50.00
0375	CONVENIENT WATER COMPANY	E	5/09/2012			999999		25.00
0409	WISEMAN'S DISCOUNT TIRE INC	E	5/09/2012			999999		419.80

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0420	CONTINENTAL RESEARCH CORP	E	5/09/2012			999999		223.21
0438	SEWERS, DRAINS & MORE	E	5/09/2012			999999		940.00
0504	LYNN PEAVEY COMPANY	E	5/09/2012			999999		169.40
0512	CALIFORNIA CONTRACTORS SUPPLIE	E	5/09/2012			999999		357.60
0534	TYLER TECHNOLOGIES	E	5/09/2012			999999		390.00
0571	WILBERT MFG. & SUPPLY	E	5/09/2012			999999		271.50
0659	PAYNES INC	E	5/09/2012			999999		393.00
0704	NEPTUNE RADIATOR AND AUTO	E	5/09/2012			999999		132.53
0709	BATES SALES COMPANY INC	E	5/09/2012			999999		598.30
0746	CDL ELECTRIC COMPANY INC	E	5/09/2012			999999		8,531.80
0823	TOUCHTON ELECTRIC INC	E	5/09/2012			999999		64.00
0843	LAB SAFETY SUPPLY INC	E	5/09/2012			999999		77.70
0870	PENNINGTON SEED INC	E	5/09/2012			999999		458.00
0968	LEE ENTERPRISES	E	5/09/2012			999999		556.00
1013	SAFETY FIRST SUPPLY CO., LLC	E	5/09/2012			999999		89.13
1030	FREDDY VAN'S INC	E	5/09/2012			999999		900.00
1478	KANSASLAND TIRE OF PITTSBURG	E	5/09/2012			999999		617.32
1490	ESTHERMAE TALENT	E	5/09/2012			999999		75.00
1576	PAVING MAINTENANCE SUPPLY INC	E	5/09/2012			999999		800.00
1619	MIDWEST TAPE	E	5/09/2012			999999		72.42
1631	EVERYTHING SEW SEW	E	5/09/2012			999999		208.00
1633	FISHNET SECURITY INC	E	5/09/2012			999999		457.56

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1680	ACS FIREHOUSE SOFTWARE	E	5/09/2012			999999		2,240.00
1733	BOYD METALS OF JOPLIN INC	E	5/09/2012			999999		1,062.20
1923	AUTOZONE	E	5/09/2012			999999		24.99
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	5/09/2012			999999		1,039.80
2111	DELL MARKETING L.P.	E	5/09/2012			999999		138.99
2126	BUILDING CONTROLS & SERVICE IN	E	5/09/2012			999999		1,281.90
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	5/09/2012			999999		4,607.52
2678	MID AMERICA ROOFING,	E	5/09/2012			999999		2,200.00
2707	THE LAWNSCAPE COMPANY, INC.	E	5/09/2012			999999		645.00
2825	KANSAS DEPT OF ADMINISTRATION	E	5/09/2012			999999		574.39
2960	PACE ANALYTICAL SERVICES INC	E	5/09/2012			999999		2,265.00
3248	AIRGAS USA LLC	E	5/09/2012			999999		24.44
3347	ARLAN CO INC	E	5/09/2012			999999		674.34
3570	AMERICAN EXPRESS	D	5/04/2012			999999		232.42
3802	BRENNTAG MID-SOUTH INC	E	5/09/2012			999999		6,697.50
3971	FASTENAL COMPANY	E	5/09/2012			999999		79.83
4072	MERCHANT E-SOLUTIONS	D	5/03/2012			999999		236.20
4133	T.H. ROGERS HOMECENTER	E	5/09/2012			999999		309.87
4183	BARBIZON LIGHT OF THE ROCKIES	E	5/09/2012			999999		33.62
4307	HENRY KRAFT, INC.	E	5/09/2012			999999		196.66
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	5/09/2012			999999		411.20
4520	ETS CORPORATION	D	5/02/2012			999999		6,323.06

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4791	SPRINGSTED INCORPORATED	E	5/09/2012			999999		2,500.00
4970	ERIC VANCE	E	5/09/2012			999999		1,299.00
5236	SHOWCASES	E	5/09/2012			999999		153.17
5275	US LIME COMPANY-ST CLAIR	E	5/09/2012			999999		3,737.79
5558	MALLE SERVICE & SUPPLY	E	5/09/2012			999999		28.00
5581	KOAM	E	5/09/2012			999999		1,015.00
5640	CORRECT CARE SOLUTIONS LLC	E	5/09/2012			999999		35.00
5677	BANK OF AMERICA	D	5/03/2012			999999		150.20
5713	SODEXO INC	E	5/09/2012			999999		161.50
5725	RED THE UNIFORM TAILOR INC	E	5/09/2012			999999		321.06
5791	HOSPITAL DISTRICT #1 OF CRAWFO	E	5/09/2012			999999		130.73
5904	TASC	D	5/11/2012			999999		7,788.46
5959	TOMARK SPORTS	E	5/09/2012			999999		160.62
6103	ED MCCULLOUGH	E	5/09/2012			999999		6.00
6175	HENRY C MENGHINI	E	5/09/2012			999999		3,390.00
6191	MARADETH FREDERICK	E	5/09/2012			999999		600.00
6262	CLEAN THE UNIFORM COMPANY	E	5/09/2012			999999		360.32
6309	TAMMY FRYE	E	5/09/2012			999999		400.00
6402	BEAN'S TOWING & AUTO BODY	E	5/09/2012			999999		425.75
6508	JOHN H BAILEY	E	5/09/2012			999999		700.00
6524	ELLIOTT EQUIPMENT CO	E	5/09/2012			999999		308.30
6805	WELLNESS INNOVATIONS & NURSING	E	5/09/2012			999999		5,031.25

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
			NO	INVOICE AMOUNT			DISCOUNTS	CHECK AMOUNT
	REGULAR CHECKS:		50	77,145.55			0.00	77,145.55
	HAND CHECKS:		0	0.00			0.00	0.00
	DRAFTS:		9	74,740.25			0.00	74,740.25
	EFT:		95	97,378.11			32.56CR	97,345.55
	NON CHECKS:		0	0.00			0.00	0.00
	VOID CHECKS:		0	VOID DEBITS				0.00
				VOID CREDITS				0.00
				0.00				0.00
				0.00				0.00
TOTAL ERRORS: 0								
VENDOR SET: 99	BANK: 80144	TOTALS:	154	249,263.91			32.56CR	249,231.35
BANK: 80144	TOTALS:		154	249,263.91			32.56CR	249,231.35

VENDOR SET: 99 City of Pittsburg, KS
BANK: EFT MANUAL EFTS
DATE RANGE: 5/02/2012 THRU 5/15/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0075	RYAN'S DRIVE-THRU CLEANER	E	5/07/2012			999999		637.25
0558	KANSAS CAVALRY	E	5/07/2012			999999		60.00
0806	JOHN L CUSSIMANIO	E	5/07/2012			999999		232.00
0806	JOHN L CUSSIMANIO	E	5/14/2012			999999		232.00
0866	AVFUEL CORPORATION	E	5/14/2012			999999		29,192.92
1033	BOB DITTMANN AGENCY INC	E	5/07/2012			999999		100.00
2439	KSGFOA	E	5/14/2012			999999		50.00
2921	CSG SYSTEMS INC	E	5/14/2012			999999		5,639.12
3272	DUNCAN HOUSING LLC	E	5/14/2012			999999		100.00
3884	MARK D. TURNBULL	E	5/14/2012			999999		167.49
4957	BOB GILMORE	E	5/14/2012			999999		4.33
5104	ANGELO FEARS	E	5/14/2012			999999		210.00
5482	JUSTIN HART	E	5/07/2012			999999		59.99
5548	MIKE ULERY	E	5/07/2012			999999		48.73
5888	MARY JUDENE NANCE	E	5/14/2012			999999		1,593.00
6508	JOHN H BAILEY	E	5/14/2012			999999		173.91
6630	PATRICK WALKER	E	5/14/2012			999999		49.99
6882	AMANDA ROEDEL	E	5/07/2012			999999		6.49
6892	BRANDON EMERSON	E	5/14/2012			999999		25.38

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
	REGULAR CHECKS:	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:	19		38,582.60		0.00		38,582.60
	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: EFT	TOTALS:	19	38,582.60		0.00		38,582.60
BANK: EFT	TOTALS:	19		38,582.60		0.00		38,582.60

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0140	A&M RENTALS	E	5/03/2012			999999		973.00
0266	JOHN S KUTZ	E	5/03/2012			999999		753.00
0372	CONNER REALTY	E	5/03/2012			999999		898.00
0855	CHARLES HOSMAN	E	5/03/2012			999999		537.00
0969	SEK-CAP INC	E	5/03/2012			999999		150.00
1008	BENJAMIN M BEASLEY	E	5/03/2012			999999		822.00
1231	JOHN LOVELL	E	5/03/2012			999999		280.00
1454	BETTY J WILSON	E	5/03/2012			999999		239.00
1542	LARRY SHANKS	E	5/03/2012			999999		286.00
1603	GARY SAKER	E	5/03/2012			999999		323.00
1609	PHILLIP H O'MALLEY	E	5/03/2012			999999		5,095.00
1638	VERNON W PEARSON	E	5/03/2012			999999		674.00
1688	DORA WARE	E	5/03/2012			999999		281.00
1961	DUSTIN D MAJOR	E	5/03/2012			999999		43.00
1982	KENNETH STOTTS	E	5/03/2012			999999		3,272.00
1985	RICK A MOORE	E	5/03/2012			999999		415.00
2304	DENNIS HELMS	E	5/03/2012			999999		718.00
2339	CHRIS WINDSOR	E	5/03/2012			999999		162.00
2397	DIXIE J HEFLIN	E	5/03/2012			999999		451.00
2398	WILLIAM E SAMSON	E	5/03/2012			999999		246.00
2542	CHARLES YOST	E	5/03/2012			999999		1,490.00
2624	JAMES ZIMMERMAN	E	5/03/2012			999999		1,876.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2718	KENNETH B DUTTON	E	5/03/2012			999999		21.00
2850	VENITA STOTTS	E	5/03/2012			999999		454.00
2913	KENNETH N STOTTS JR	E	5/03/2012			999999		346.00
3002	BARBARA MINGORI	E	5/03/2012			999999		369.00
3067	STEVE BITNER	E	5/03/2012			999999		3,467.00
3082	JOHN R JONES	E	5/03/2012			999999		243.00
3114	PATRICIA BURLESON	E	5/03/2012			999999		1,270.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	5/03/2012			999999		824.00
3193	WILLIAM CROZIER	E	5/03/2012			999999		1,640.00
3218	CHERYL L BROOKS	E	5/03/2012			999999		450.00
3241	CHARLES P SIMPSON	E	5/03/2012			999999		197.00
3252	LINDA S LLOYD	E	5/03/2012			999999		520.00
3272	DUNCAN HOUSING LLC	E	5/03/2012			999999		5,359.00
3273	RICHARD F THENIKL	E	5/03/2012			999999		1,059.00
3294	JOHN R SMITH	E	5/03/2012			999999		636.00
3317	PHIL MARTIN	E	5/03/2012			999999		233.00
3593	REMINGTON SQUARE	E	5/03/2012			999999		6,778.00
3668	MID AMERICA PROPERTIES OF PITT	E	5/03/2012			999999		1,589.00
3708	GILMORE BROTHERS RENTALS	E	5/03/2012			999999		83.00
3724	YVONNE L. ZORNES	E	5/03/2012			999999		873.00
3746	JAROLD BONBRAKE	E	5/03/2012			999999		348.00
3821	JAMES T BLANCHO	E	5/03/2012			999999		375.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3929	MDI LIMITED PARTNERSHIP #49	E	5/03/2012			999999		5,717.00
3978	TBSW HOLDINGS, LLC	E	5/03/2012			999999		218.00
4054	MICHAEL A SMITH	E	5/03/2012			999999		588.00
4154	JOSEPH L. BOURNONVILLE	E	5/03/2012			999999		352.00
4177	MT RENTALS	E	5/03/2012			999999		497.00
4218	MEADOWLARK TOWNHOUSES	E	5/03/2012			999999		2,730.00
4492	PITTSBURG SENIORS	E	5/03/2012			999999		4,201.00
4546	C & M PROPERTIES LLC	E	5/03/2012			999999		65.00
4564	TERRY L SIMPSON	E	5/03/2012			999999		390.00
4828	LINDA G MARTINSON	E	5/03/2012			999999		154.00
4928	PITTSBURG STATE UNIVERSITY	E	5/03/2012			999999		491.00
5035	ZACK QUIER	E	5/03/2012			999999		206.00
5039	VANETA MATHIS	E	5/03/2012			999999		267.00
5323	JAMES F HUEBNER	E	5/03/2012			999999		342.00
5393	CARLOS ANGELES	E	5/03/2012			999999		1,175.00
5549	DELBERT BAIR	E	5/03/2012			999999		992.00
5583	ROBERT L NANKIVELL SR	E	5/03/2012			999999		101.00
5653	PEGGY HUNT	E	5/03/2012			999999		159.00
5656	EARL HARTMAN	E	5/03/2012			999999		362.00
5660	HERBERT WARING	E	5/03/2012			999999		382.00
5676	BARBARA TODD	E	5/03/2012			999999		80.00
5806	GARY M WILKINSON	E	5/03/2012			999999		235.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5817	JAMA ENTERPRISES LLP	E	5/03/2012			999999		253.00
5854	ANTHONY A SNYDER	E	5/03/2012			999999		279.00
5885	CHARLES T GRAVER	E	5/03/2012			999999		455.00
5896	HORIZON INVESTMENTS GROUP INC	E	5/03/2012			999999		550.00
5897	NIESE WOODY-FAIR	E	5/03/2012			999999		388.00
5906	JOHN HINRICHS	E	5/03/2012			999999		186.00
5939	EDNA R TRENT	E	5/03/2012			999999		215.00
5957	PASTEUR PROPERTIES LLC	E	5/03/2012			999999		1,871.00
5961	LARRY VANBECELAERE	E	5/03/2012			999999		302.00
6002	SALLY THRELFALL	E	5/03/2012			999999		243.00
6032	TIM J. RIDGWAY	E	5/03/2012			999999		875.00
6073	REBECCA FOSTER	E	5/03/2012			999999		391.00
6090	RANDAL BENNEFELD	E	5/03/2012			999999		768.00
6108	TILDEN BURNS	E	5/03/2012			999999		306.00
6130	T & K RENTALS LLC	E	5/03/2012			999999		951.00
6150	JAMES L COX	E	5/03/2012			999999		838.00
6155	HOUSING AUTHORITY OF DEKALB CO	E	5/03/2012			999999		760.80
6161	MICHAEL J STOTTS	E	5/03/2012			999999		125.00
6172	ANDREW A WACHTER	E	5/03/2012			999999		729.00
6186	TROY ROSENSTIEL	E	5/03/2012			999999		514.00
6284	FRED TWEET	E	5/03/2012			999999		292.00
6294	RONALD E WUERDEMAN	E	5/03/2012			999999		423.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6295	DAVID L PETERSON	E	5/03/2012			999999		349.00
6298	KEVAN L SCHUPBACH	E	5/03/2012			999999		4,491.00
6300	MARTY STAHL	E	5/03/2012			999999		223.00
6306	BALKANS DEVELOPMENT LLC	E	5/03/2012			999999		352.00
6317	RONALD L EMERSON	E	5/03/2012			999999		176.00
6322	R JAMES BISHOP	E	5/03/2012			999999		365.00
6380	WAYNE E THOMPSON	E	5/03/2012			999999		508.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	5/03/2012			999999		1,803.00
6441	HEATHER D MASON	E	5/03/2012			999999		267.00
6442	MELISSA BERMAN	E	5/03/2012			999999		459.00
6443	MEDICALODGES INC	E	5/03/2012			999999		162.00
6446	HUTCHINS RENTAL TRUST ACCOUNT	E	5/03/2012			999999		165.00
6464	CBM REAL ESTATE GROUP LLC	E	5/03/2012			999999		423.00
6507	MARTHA E MOORE	E	5/03/2012			999999		166.00
6603	BRENT COULTER	E	5/03/2012			999999		301.00
6624	WADE M CAPLINGER	E	5/03/2012			999999		475.00
6628	SEAN HALL	E	5/03/2012			999999		308.00
6633	CHRISTINA OBERLE	E	5/03/2012			999999		82.00
6647	MICHAEL A SMITH	E	5/03/2012			999999		46.00
6657	OZARKS AREA COMMUNITY ACTION C	E	5/03/2012			999999		455.10
6673	JUDIITH A COLLINS	E	5/03/2012			999999		20.00
6708	CHARLES MERTZ	E	5/03/2012			999999		572.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP M&I Bank - HAP
 DATE RANGE: 5/02/2012 THRU 5/15/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6724	ROBERT MCCAULEY	E	5/03/2012			999999		402.00
6753	REBECCA SPONSEL	E	5/03/2012			999999		550.00
6763	BRETT A WARY	E	5/03/2012			999999		438.00
6769	DAVID SIMPSON (408)	E	5/03/2012			999999		581.00
6799	KEVIN KITTERMAN	E	5/03/2012			999999		304.00
6868	DAVID SIMPSON (308)	E	5/03/2012			999999		450.00

* * 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:	116	93,429.90	0.00	93,429.90
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00	
		VOID CREDITS	0.00	
			0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: HAP	TOTALS:	116	93,429.90	0.00	93,429.90
BANK: HAP	TOTALS:		116	93,429.90	0.00	93,429.90

VENDOR SET: 99 City of Pittsburg, KS
 BANK: PY PAYROLL PAYABLES
 DATE RANGE: 5/02/2012 THRU 5/15/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	5/11/2012			000000		12,902.19
0321	KP&F	D	5/11/2012			000000		34,771.05
0728	ICMA	D	5/11/2012			000000		1,261.23
1050	KPERS	D	5/11/2012			000000		24,674.57
3147	INTERNAL REVENUE SERVICE	D	5/11/2012			000000		62,274.73
6415	ING FINANCIAL ADVISORS	D	5/11/2012			000000		3,823.24
6627	AMERICAN FUNDS SERVICE COMPANY	D	5/11/2012			000000		230.77
0349	UNITED WAY OF CRAWFORD COUNTY	R	5/11/2012			167785		89.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	5/11/2012			167786		209.28
2228	KANSAS PAYMENT CENTER	R	5/11/2012			167787		2,395.66
2577	OK CENTRALIZED SUPPORT RE	R	5/11/2012			167788		130.97
6135	MCNEARNEY & ASSOCIATES LLC	R	5/11/2012			167789		220.47
0028	PAYROLL CLEARING	E	5/11/2012			999999		81,777.24

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	5	3,045.38	0.00	3,045.38
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	139,937.78	0.00	139,937.78
EFT:	1	81,777.24	0.00	81,777.24
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: PY	TOTALS:	13	224,760.40	0.00	224,760.40
BANK: PY	TOTALS:		13	224,760.40	0.00	224,760.40
REPORT TOTALS:			302	606,036.81	32.56CR	606,004.25

Passed and approved this 22nd day of May, 2012.

John Ketterman, Mayor

ATTEST:

Tammy Nagel, City Clerk



FINANCE AND ADMINISTRATION
201 West 4th Street · Pittsburg KS 66762

(620) 231-4100
www.pittks.org

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jamie Clarkson, Assistant Director of Finance and Administration

DATE: May 9, 2012

SUBJECT: Fiscal year 2011 audit report and acceptance of Comprehensive Annual Financial Report (CAFR)

Please place this item on the May 22, 2012 City Commission agenda. Karen Linn of Berberich Trahan & Co., P.A., will be attending the meeting to provide an overview and answer questions.

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



DEPARTMENT OF PUBLIC UTILITIES

303 Memorial Drive · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

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

DATE: May 16, 2012

SUBJECT: Agenda Item – May 22, 2012
DISPOSITION OF BIDS
7th Street Storm Sewer Replacement
(on 7th Street west of Taylor Street)

The City of Pittsburg received bids on Tuesday, May 15th for the 7th Street Storm Sewer Replacement Project. A total of four (4) bids were received ranging from \$139,370 to \$154,613 (see attached bid tab sheet). These bids were above the Engineer's Estimate of \$123,921.

Professional Engineering Consultants, P.A., the City's engineering consultant for this project, has reviewed the bids and is recommending that the City proceed with award of the contract to the low bidder, Freddy Van's, Inc., of Pittsburg, with a bid of \$139,370. They have indicated that the bids were relatively consistent from bidder to bidder and, therefore, believe that the bids accurately reflect the cost of this project. They further indicated that the difference between these bids and those historically received on similar work could probably be attributed to the emergency nature of this project and the placement of relatively short time restrictions in the contract completion time in an effort to get 7th Street opened back up as soon as possible. City staff concurs with this recommendation.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 22, 2012. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the low bidder as stipulated above subject to the receipt of a permit from the Division of Water Resources. This project is being funded from the stormwater utility budget.

MEMO TO: JOHN D. VANGORDEN
MAY 16, 2012
PAGE TWO

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

Attachment: Bid Tabulation
PEC's Bid Recommendation

cc: Tammy Nagel, City Clerk
Project File
Memo File

BID TABULATION - PITTSBURG, KANSAS
7th Street Storm Sewer Replacement

PEC Project No. 334-07E03-032-0830
Bid Opening: June 15, 2012 - 2:00 PM

ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	ENGINEER'S ESTIMATE			Freddie Van's, Inc.			Sprouls Construction, Inc.		
				UNIT COST	EXTENSION	EXTENSION	UNIT COST	EXTENSION	EXTENSION	UNIT COST	EXTENSION	EXTENSION
1	Mobilization	Lump Sum	1	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	
2	Contractor Construction Staking	Lump Sum	1	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	
3	Traffic Control	Lump Sum	1	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
4	Erosion Control	Lump Sum	1	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	
5	Removal of Existing Structures/Site Clearing	Lump Sum	1	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	
6	Site Restoration	Lump Sum	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	
7	Pavement Removal	Sq. Yd.	176	\$ 5.00	\$ 880.00	\$ 20.00	\$ 3,520.00	\$ 15.00	\$ 2,640.00	\$ 2,640.00	\$ 2,640.00	
8	Sidewalk Removal	Sq. Yd.	53	\$ 2.00	\$ 106.00	\$ 10.00	\$ 530.00	\$ 9.00	\$ 477.00	\$ 477.00	\$ 477.00	
9	7" Concrete Pavement	Sq. Yd.	141	\$ 60.00	\$ 8,460.00	\$ 135.00	\$ 19,035.00	\$ 63.00	\$ 8,883.00	\$ 8,883.00	\$ 8,883.00	
10	Rock Base (6")	Sq. Yd.	190	\$ 8.00	\$ 1,520.00	\$ 15.00	\$ 2,850.00	\$ 8.00	\$ 1,520.00	\$ 1,520.00	\$ 1,520.00	
11	4" Concrete Sidewalk	Sq. Yd.	91	\$ 30.00	\$ 2,730.00	\$ 80.00	\$ 7,280.00	\$ 45.00	\$ 4,095.00	\$ 4,095.00	\$ 4,095.00	
12	Combined Curb and Gutter	Ln. Ft.	127	\$ 25.00	\$ 3,175.00	\$ 45.00	\$ 5,715.00	\$ 30.00	\$ 3,810.00	\$ 3,810.00	\$ 3,810.00	
13	Storm Sewer Manhole	Each	1	\$ 6,000.00	\$ 6,000.00	\$ 19,000.00	\$ 19,000.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	
14	Type 22 Curb Inlets	Each	4	\$ 3,000.00	\$ 12,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,500.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	
15	Area Inlets	Each	1	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	
16	18" RCP Storm Sewer	Ln. Ft.	30	\$ 25.00	\$ 750.00	\$ 30.00	\$ 900.00	\$ 100.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
17	30" X 19" RCPHE Storm Sewer	Ln. Ft.	64	\$ 40.00	\$ 2,560.00	\$ 60.00	\$ 3,840.00	\$ 50.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	
18	8'-0" X 5'-0" RCB Storm Sewer	Ln. Ft.	140	\$ 425.00	\$ 59,500.00	\$ 250.00	\$ 35,000.00	\$ 210.00	\$ 29,400.00	\$ 29,400.00	\$ 29,400.00	
19	Wing Wall	Lump Sum	1	\$ 5,000.00	\$ 5,000.00	\$ 16,800.00	\$ 16,800.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	
20	Painted Steel Hand Rail	Ln. Ft.	29	\$ 60.00	\$ 1,740.00	\$ 100.00	\$ 2,900.00	\$ 150.00	\$ 4,350.00	\$ 4,350.00	\$ 4,350.00	
	TOTAL - BASE BID				123,921.00		139,370.00		144,775.00		144,775.00	
ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	ENGINEER'S ESTIMATE	UNIT COST	EXTENSION	EXTENSION	Mission Construction Co., Inc.	B&B Bridge Company, LLC	UNIT COST	EXTENSION	
								PO Box 321	PO Box 128			
								Saint Paul, KS 66771	St. Paul, KS 66771			
1	Mobilization	Lump Sum	1	\$ 5,000.00	\$ 5,000.00	\$ 11,300.00	\$ 11,300.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
2	Contractor Construction Staking	Lump Sum	1	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
3	Traffic Control	Lump Sum	1	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	
4	Erosion Control	Lump Sum	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	
5	Removal of Existing Structures/Site Clearing	Lump Sum	1	\$ 4,000.00	\$ 4,000.00	\$ 13,000.00	\$ 13,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
6	Site Restoration	Lump Sum	1	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	
7	Pavement Removal	Sq. Yd.	176	\$ 5.00	\$ 880.00	\$ 15.00	\$ 2,640.00	\$ 5.00	\$ 880.00	\$ 880.00	\$ 880.00	
8	Sidewalk Removal	Sq. Yd.	53	\$ 2.00	\$ 106.00	\$ 6.75	\$ 357.75	\$ 15.00	\$ 795.00	\$ 795.00	\$ 795.00	
9	7" Concrete Pavement	Sq. Yd.	141	\$ 60.00	\$ 8,460.00	\$ 51.80	\$ 7,303.80	\$ 75.00	\$ 10,575.00	\$ 10,575.00	\$ 10,575.00	
10	Rock Base (6")	Sq. Yd.	190	\$ 8.00	\$ 1,520.00	\$ 11.75	\$ 2,232.50	\$ 25.00	\$ 4,750.00	\$ 4,750.00	\$ 4,750.00	
11	4" Concrete Sidewalk	Sq. Yd.	91	\$ 30.00	\$ 2,730.00	\$ 38.50	\$ 3,503.50	\$ 75.00	\$ 6,825.00	\$ 6,825.00	\$ 6,825.00	
12	Combined Curb and Gutter	Ln. Ft.	127	\$ 25.00	\$ 3,175.00	\$ 25.00	\$ 3,175.00	\$ 45.00	\$ 5,715.00	\$ 5,715.00	\$ 5,715.00	
13	Storm Sewer Manhole	Each	1	\$ 6,000.00	\$ 6,000.00	\$ 24,500.00	\$ 24,500.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	
14	Type 22 Curb Inlets	Each	4	\$ 3,000.00	\$ 12,000.00	\$ 1,900.00	\$ 7,600.00	\$ 1,200.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	
15	Area Inlets	Each	1	\$ 2,000.00	\$ 2,000.00	\$ 1,900.00	\$ 1,900.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	
16	18" RCP Storm Sewer	Ln. Ft.	30	\$ 25.00	\$ 750.00	\$ 80.00	\$ 2,400.00	\$ 70.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	
17	30" X 19" RCPHE Storm Sewer	Ln. Ft.	64	\$ 40.00	\$ 2,560.00	\$ 57.00	\$ 3,648.00	\$ 22.00	\$ 1,408.00	\$ 1,408.00	\$ 1,408.00	
18	8'-0" X 5'-0" RCB Storm Sewer	Ln. Ft.	140	\$ 425.00	\$ 59,500.00	\$ 200.00	\$ 28,000.00	\$ 140.00	\$ 19,600.00	\$ 19,600.00	\$ 19,600.00	
19	Wing Wall	Lump Sum	1	\$ 5,000.00	\$ 5,000.00	\$ 18,000.00	\$ 18,000.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	
20	Painted Steel Hand Rail	Ln. Ft.	29	\$ 60.00	\$ 1,740.00	\$ 150.00	\$ 4,350.00	\$ 185.00	\$ 5,365.00	\$ 5,365.00	\$ 5,365.00	
	TOTAL - BASE BID				123,921.00		147,910.55		154,613.00		154,613.00	

MEMO



TO: City of Pittsburg
201 W Fourth
Pittsburg, KS 66762

ATTENTION: Mr. John Bailey, P.E., PhD.

FROM: Bruce Remsberg, P.E.

REFERENCE: 7th Street Drainage Repair
Bid Opening

DATE: 5/16/12

PROJECT NO.: 07E03-032

PROJECT: Storm Sewer Repair at Seventh St
and Taylor St.

COPIES TO: _____

Please advise immediately of any misconceptions or omissions you believe to be contained herein.

John,

Bids were received on the above referenced project yesterday, May 15th. A total of 4 bids were received ranging from \$139,370 to \$154,613. A copy of the Bid Tabulation is attached.

These bids were higher than what we expected. The Engineer's Estimate of Probable Cost for this work was \$123,921.

As the bids were relatively consistent from bidder to bidder, we believe that the bids accurately reflect the cost of this project. The difference between these bids and those we have historically received on similar work can probably be attributed to the emergency nature of this project. We have placed relatively short time restrictions in the contract completion time in an effort to get 7th Street opened back up as soon as possible.

We would also say that there are no items which can be removed from the contract and still have a workable project.

We therefore recommend that the contract be awarded to Freddy Van's, Inc. of Pittsburg for the amount of \$139,370.

This award should be made subject to the receipt of a permit from the Division of Water Resources. We believe this permit should be in hand by next Tuesday, but in the event it is not, this contingency should be applied.

Please let me know of any questions.



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: May 15, 2012

SUBJECT: Agenda Item – May 22, 2012
Broadway and 20th Street Intersection Improvements
KDOT Project No. 19 U-0065-01

PEC has submitted the attached Supplemental Agreement to the original contract dated September 27, 2011 in conjunction with design of intersection improvements at Broadway and 20th Street. This supplemental agreement covers additional preliminary engineering services for the construction of a storm sewer to extend from 20th Street to 21st Street along Broadway. This work is outside the project limits and will be paid through the City's stormwater utility. Flooding of a local business in this block has occurred and the Public Utilities Department is taking advantage of the Broadway and 20th Street Intersection Improvements Project to resolve the condition causing the flooding. Compensation for these additional services is based on PEC's actual cost plus a net fee amount of \$2,580. The upper limit of compensation for work detailed in this agreement shall be \$23,684.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 22, 2012. Action necessary is to approve or disapprove the agreement and, if approved, authorize the Mayor to sign it on behalf of the City.

Attachment: Supplemental Agreement

cc: Tammy Nagel, City Clerk
Project File
Memo File

SUPPLEMENTAL AGREEMENT NO. 1
to the
CONTRACT
for
ENGINEERING SERVICES
dated September 27, 2011, by and between

THE CITY OF PITTSBURG, KANSAS
Party of the First Part, hereinafter called the
"City"

and
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
902 South Broadway, Pittsburg, Kansas 66762
Party of the Second Part, hereinafter called the
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract between the two parties covering engineering services to be provided by the ENGINEER in conjunction with design of intersection improvements at Broadway Street and Twentieth Street and designated by KDOT Project No. 19 U-0065-01; referred to as the PROJECT.

WHEREAS, it is the desire of both parties that the ENGINEER provide additional Preliminary Engineering Services for the construction of a storm sewer to extend from 20th Street to 21st Street along Broadway as part of the PROJECT:

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

Shall be amended to add the following:

A. Additional Preliminary Engineering.

1. Surveying:

- a. Topographic survey of the area generally depicted on the attached map.

2. Additional Design Services:

- a. Incorporate additional plan sheets into KDOT plans to show plan and profile of storm sewers, cross sections over storm sewers, generate details for special inlets, provide additional construction phasing and traffic control plans, other items as necessary..

IV. PAYMENT PROVISIONS

For these additional services, compensation shall be made on the basis of the Consultant's actual cost plus a net fee amount of \$2,580.00. The actual costs shall be incurred in conformity with the cost principles established in the Federal-Aid Policy Guide and Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 et seq. The upper limit of compensation for work detailed in this section shall be \$23,684.00.

V. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this or other supplemental agreements shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed Supplemental Agreement No. 1 as of this _____ day of _____, 2012.

CITY OF PITTSBURG, KANSAS

By: _____

Title: _____

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By:

Bruce D. Remsberg, P.E.
Principal



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: May 15, 2012

SUBJECT: Agenda Item – May 22, 2012
Broadway and Centennial Intersection Improvements
KDOT Project No. 19 KA-2617-01

The City of Pittsburg requested qualifications from 11 consulting firms to design the Broadway and Centennial Intersection Improvements Project. Only 3 firms submitted proposals, therefore, the selection committee interviewed all 3 of the firms submitting qualifying documents. After the interviews, the selection committee (consisting of City Commissioner John Ketterman, Engineering Supervisor Greg Hardister, and myself) selected Professional Engineering Consultants, P.A. (PEC) as the top firm based on individual ratings by the committee members. PEC demonstrated they were familiar with the project area, had previous KDOT experience with similar intersection projects, and they were local thereby eliminating any travel and per diem costs to the City. PEC was also the only firm that indicated they would perform a traffic study prior to the design of the intersections to analyze traffic pattern and potential problems. They stated the traffic study would include Centennial Drive east to Joplin Street and would include traffic generated by Ron's, the Majestic Car Wash and the Meadowbrook Mall. Although anything east of the Meadowbrook Mall's west entrance on Centennial Drive is outside the project area, they indicated they would provide recommendations on possible future improvements.

There is only a short extension of the City water main that will be required for the construction of this project. The Director of Public Utilities has indicated he will do the water line work with City employees and within his operating budget.

MEMO TO: JOHN D. VANGORDEN
MAY 15, 2012
PAGE TWO

The City staff has reviewed the proposed design fees for the Broadway and Centennial Intersection Improvements Project and compared them with other similar projects, i.e. 4th and Rouse, 4th and Walnut and 20th and Broadway. The staff has also compared PEC's overhead fees to other consultants that have worked for the City and find them to be comparable. Through negotiations with the City staff, PEC has also reduced some of their estimated hours to complete the project design. The design fees being proposed by PEC are based on the number of hours they have estimated it will take to design this project as provided in Exhibit B-1 of the contract. They have submitted a proposal not to exceed \$72,174. This includes \$2,225 to review shop and falsework drawings. Any hours short of the estimate time will result in a savings to the City.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 22, 2012. Action necessary is to approve or disapprove the agreement and, if approved, authorize the Mayor to sign it on behalf of the City.

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

Attachment: Engineering Agreement

cc: Tammy Nagel, City Clerk
Project File
Memo File

**STANDARD FORM OF AGREEMENT BETWEEN
CITY AND ARCHITECT (OR ENGINEER)**

THIS AGREEMENT made and entered into this ____ day of _____, 2011, by and between THE CITY OF PITTSBURG, KANSAS, and, PROFESSIONAL ENGINEERING CONSULTANTS, P.A., hereinafter referred to as ~~Architect~~ (or Engineer) for the following PROJECT:

Reconstruction of curb lines, pavement, installation of storm sewers, water lines, a new traffic signal and related construction on Broadway Street (US-69-BUS) located generally at the intersection of Broadway Street and Centennial Street and designated by KDOT Project No. 19 KA-2617-01. The subject construction improvements, however, are hereinafter referred to as the Project.

WHEREAS, the City desires to have the ~~Architect~~ (or Engineer), as the case may be, perform services herein as well as the services on the PROJECT detailed in Exhibit "A", which is attached hereto and made a part hereof, and the ~~Architect~~ (or Engineer) desires to provide such professional services, and

WHEREAS, the parties agree that the terms ~~Architect~~ (or Engineer) are used interchangeably throughout this document and it is understood that the specific ~~architectural~~ (or engineering) services to be performed are detailed in Exhibit "A" and the various paragraphs of this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained herein and to be performed, the parties hereto agree as follows:

I. BASIC SERVICES OF ARCHITECT (OR ENGINEER)

(Cross out and initial each paragraph or subparagraph which does not apply)

The ~~Architect~~ (or Engineer), in addition to the services detailed in Exhibit "A", shall ~~render~~

~~all architectural (or engineering) services necessary for site development, including relocation of existing utilities, and construction of the PROJECT: which services shall consist of five (5) phases, to-wit:~~

~~The Schematic Design Phase, the Design Development Phase, the Construction Documents Phase, the Bidding Phase and the Construction Phase.~~

~~A. — In connection with the Schematic Design Phase, the Architect (or Engineer) shall:~~

~~1. — Attend, when requested by the City, conferences and meetings regarding the PROJECT with the City, local, and state authorities or other appropriate groups; assist and advise the City in relation to site selection alternatives; assist and advise the City in relation to the advisability and cost of utility relocation applicable to the various site alternatives; and advise the City as to cost associated with regard to pedestrian and vehicular traffic patterns as to the various site alternatives immediately surrounding the PROJECT.~~

~~2. — Make an initial Preliminary Report which will include the following:~~

~~(a) — Topography and boundary surveys and replatting of site selected if such is required.~~

~~The Architect (or Engineer) shall have made the site survey and shall be reimbursed for the actual costs of the work.~~

- ~~(b) Preliminary plot plans, layouts, sketches, and outline specifications, and schematic design studies leading to an acceptable design plan together with a general description of the PROJECT for approval by the City. A scale model of the PROJECT shall be furnished at cost if requested by the City.~~
- ~~(c) Tentative cost estimates of proposed construction including estimated quantities and estimated unit prices after taking into consideration total allocated funds available for the PROJECT.~~
- ~~(d) Results of necessary test borings and soil explorations. The Architect (or Engineer) shall make these tests and shall be reimbursed for the actual costs of the tests. The Architect (or Engineer) shall utilize prior exploration information that has been obtained previously if such information is appropriate, reliable, and useable in relation to this PROJECT.~~
- ~~(e) An analysis of the electrical and mechanical systems with an estimation of maintenance and operating costs, such estimate of maintenance and operating costs to include a computer program energy analysis report.~~
- ~~(f) A listing of the design codes and/or standards used together with statements that all basic design assumptions used are correct and that all cost estimates are based upon good architectural (or engineering) practices. Evaluations of the City's PROJECT budget and estimates of Construction Cost prepared by the Architect (or Engineer) represent the Architect's (or Engineer's) best judgement as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect (or Engineer) nor the City has control over the cost of labor, materials or~~

~~equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect (or Engineer) cannot and does not warrant or represent that bids or negotiated prices will not vary from the PROJECT budget proposed, established or approved by the City, if any, or from any cost estimate or evaluation prepared by the Architect (or Engineer).~~

~~B. — Following the City's approval of the initial Preliminary Report, the Architect (or Engineer) will proceed into the Design Development Phase. In connection with the Design Development Phase the Architect (or Engineer) shall:~~

~~1. — Make a final Preliminary Report which shall consist of drawings and other documents that shall fix and describe the size, character and scope of the entire PROJECT as to architectural, engineering, structural and mechanical and electrical systems, materials and such other elements as may be appropriate. Said Preliminary Report shall be sufficiently comprehensive to permit, without need for further architectural (or engineering) study, prompt completion of final detailed drawings and specifications.~~

~~2. — The City agrees to promptly examine and return to Architect (or Engineer) the initial and final Preliminary Reports and plans in order to allow the Architect (or Engineer) to proceed diligently with the Construction Documents Phase when so directed by the City.~~

~~(a) Furnish _____ (_____) copies of the Final Preliminary Report.~~

~~C. — When directed by the City to proceed with Construction Documents Phase, the Architect (or Engineer) shall:~~

~~1. — Prepare the detailed construction drawings and specifications from the approved preliminary plans after full consideration has been given to the preliminary studies, sketches, estimates and recommendations contained in the Final Preliminary Report. Prepare proposal forms, invitations and instructions to bidders, construction contracts and documents setting forth in detail and prescribing the work to be done, and the materials, workmanship, finishes and equipment required for the work, which are satisfactory to the City for the effective coordination and efficient execution of the construction work.~~

~~2. — Furnish an Architect's (or Engineer's) estimate of the cost of constructing the PROJECT according to the completed drawings and specifications as approved. Said estimate to be made under oath and filed with the City Clerk.~~

~~D. — With respect to the Bidding Phase, the Architect (or Engineer) shall:~~

~~1. — Furnish _____ () copies of the completed construction documents for bidding purposes to the City. The City, after consultation with the Architect (or Engineer), shall determine the number, if any, of additional copies of completed construction documents required by the City. If additional copies are required, the City shall pay only the actual cost of obtaining the additional reproductions as detailed in Exhibit "C". However, prospective bidders shall pay, without obligation of the City, the Architect (or Engineer) a reasonable deposit for copies of the completed construction documents, with a refund of the deposit, if any, to be specified in the invitations to bid.~~

~~2. — Render assistance in obtaining bids and conduct a pre-bid sight tour and/or pre-bid conference of the PROJECT for prospective bidders.~~

~~3. — Attend bid opening.~~

4. ~~Make an analysis of bids received and make recommendation on award of contracts.~~

5. ~~Render assistance in award of contracts and assembly of Contract Documents.~~

E. ~~The Construction Phase will commence with the award of the contract for construction. The Architect (or Engineer) shall be a representative of the City during the Construction Phase, and shall advise and consult with the City. The Architect (or Engineer) shall have authority to act on behalf of the City in relation to the work performed by the Contractor to the extent provided in the Contract Documents. With respect to the Construction Phase, the Architect (or Engineer) shall:~~

1. ~~Provide observation and inspection of the work during the Construction Phase; such services to be provided by experienced and qualified professionals who shall be responsible for observing the progress and quality of the executed work and shall determine that the work is proceeding in accordance with Contract Documents. In relation to inspection, the Architect (or Engineer) shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractors or the safety precautions and programs incident to the work of the Contractor. The Architect's (or Engineer's) efforts will be directed toward providing assurances for the City so that the completed project will conform to the contract documents. The Architect (or Engineer) shall keep the City informed of the progress of the work, shall guard and protect City against defects and deficiencies by identifying such work to the City and by disapproving or rejecting work that fails to conform to the Contract Documents. In addition, the Architect (or Engineer) shall review the reports of work performed by inspecting bureaus and testing laboratories as may be employed.~~

~~The review of said reports of inspecting bureaus and testing laboratories shall be in accordance with professional standards and the Architect (or Engineer) shall guard and protect the City against defects and deficiencies by identifying such defects and deficiencies to the City, and shall disapprove or reject work what fails to conform to the contract documents.~~

~~2. — The Architect (or Engineer) shall have access to the work, at all times, whenever it is in preparation or progress. During construction, the Architect (or Engineer) shall maintain a daily log, pursuant to Exhibit "A", copies of which shall be provided to City on each Monday during construction.~~

~~3. — Be responsible for the general administration of the PROJECT and prepare certificates for payment due the Contractor. By issuing a certificate of payment, the Architect (or Engineer) will be representing to the City that, to the best of his knowledge, information, and belief, based on what his observations have revealed, the quality of the work is in accordance with the contract documents and that the work has progressed to the point indicated. The Architect (or Engineer) shall determine the amount owing to the Contractor based on observations at the site and an evaluation of the Contractor's application for payment and shall issue certificates of payment, less retainage and liquidated damages as provided in the Contract Documents.~~

~~4. — Prepare such drawings to supplement the working drawings as to permit the proper completion of the work; and, check all shop drawings submitted in connection with the construction work.~~

~~5. Conduct inspections to determine and advise the City concerning the date of substantial completion and receive and forward to the City written warranties and related documents required by the Contract Documents which are assembled by the Contractor; and, thereafter issue a final certificate of payment upon a determination being made that final completion of the PROJECT has occurred.~~

~~6. Make an inspection of the PROJECT eleven (11) months after final completion and report, in writing, observed discrepancies under expressed or implied guarantees provided by the construction contracts. In addition, the Architect (or Engineer) shall provide inspection services to City at city's request following the date of the eleven (11) month inspection to examine for defects and deficiencies that City finds after final inspection. The obligation of the Architect (or Engineer) to provide such assistance shall cease upon substantial completion of the aforesaid defects and deficiencies by the contractor. In relation to such inspection, the Architect (or Engineer) shall provide the City with a written report identifying the cause of and the entity responsible for the defect or deficiency if such is found to exist and provide a recommendation as to how the defect or deficiency can be corrected.~~

F. The Architect (or Engineer) shall indemnify, keep and save harmless, the City, its agents, officials and employees against all suits, claims, and judgements, including attorney fees, that may result from the Architect's (or Engineer's), his agents', officers', and employees', negligent acts, errors or omissions in connection with work performed under this Agreement arising from injury to persons or property. The Architect (or Engineer) shall require all Consultants to indemnify, keep and save harmless the City in the same manner as is required of the Architect (or Engineer) in this Agreement.

G. The Architect (or Engineer) shall comply with all local laws, ordinances and regulations applicable to the work.

H. The Architect (or Engineer) shall accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used, and services rendered in connection with such work. ~~PROVIDED, HOWEVER, that the following extra work will be compensated at the hourly rate listed in Exhibit "B" and may exceed the maximum specified in paragraph III hereof:~~

- ~~1. — Major revisions of the drawings and specifications after they have been approved by the City because of changes made by the City;~~
- ~~2. — Revision of the drawings and specifications required due to the PROJECT being damaged or destroyed by fire; and~~
- ~~3. — If requested by the City in writing, services made necessary because of major defects or deficiencies in the work of the Contractor.~~

I. The Architect (or Engineer) shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans cost estimates and other work or material furnished by the Architect (or Engineer) under this Agreement.

J. The Architect (or Engineer) shall represent that all designs, drawings, specifications, plans, cost estimates and other work or material furnished under this Agreement, including any additions, alterations, or amendments thereof, shall be free from errors or omissions. The Architect (or Engineer) shall correct or revise, without additional cost to the City, any defects, errors or deficiencies in Architect's (or Engineer's) performance under this Agreement.

K. The ~~Architect~~ (or Engineer) shall purchase and maintain, at the expense of the ~~Architect~~ (or Engineer), professional liability insurance covering negligent acts, errors or omissions of the ~~Architect~~ (or Engineer), its agents, officers, and employees, and such insurance shall, in addition, protect the City, its agents, officials and employees from claims, suits or judgements that may be based upon any injury to person or property which may arise from the performance of professional services caused by negligent acts, errors or omissions of the ~~Architect~~ (or Engineer), its agents, officers and employees. Total aggregate policies of insurance for the ~~Architect~~ (or Engineer) and Consultants combined shall be in an amount of not less than \$1,000,000. In addition, a comprehensive general liability policy of insurance shall be purchased and maintained at the ~~Architect~~ (or Engineer's) expense, that protects the City, its agents, officials, and employees from claims, judgements, suits or damages or loss to persons or property that arise out of or result from the ~~Architect's~~ (or Engineer's), its agents, officers, and employees performance of work under this Agreement. Such policy of insurance shall be in an amount of not less than \$1,000,000.

In addition, a Workmen's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all states" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees which, for any reason, does not fall within the provisions of the Workman's Compensation Law. Liability limits shall be not less than:

Workman's Compensation - Statutory

Employer's Liability - \$500,000 each occurrence.

The ~~Architect~~ (or Engineer) shall furnish the City copies of all insurance policies or certificates of insurance relating to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain provision that the City shall be given thirty (30) days' written notice by the insurance company before each policy is substantially changed or canceled. The ~~Architect~~ (or Engineer) shall require all Consultants to purchase and maintain insurance in the same manner and in the same amounts as the ~~Architect~~ (or Engineer) is required to purchase and maintain herein except the subcontractors may carry professional liability insurance in an amount proportionate to the share of work they are performing.

L. The ~~Architect~~ (or Engineer) further agrees, covenants and represents that all specifications and bid documents prepared *by the Architect (or Engineer) and exclusive of those prepared by KDOT* in accordance with the work required by the Agreement shall contain a clause that provides the following:

"Notwithstanding anything to the contrary contained in these bid documents, contract documents and the contract to be awarded herein, the CITY shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents, Contract Documents and in the contract to be awarded herein shall be null and void."

M. ~~Upon completion of the PROJECT the Architect (or Engineer) shall certify and furnish to the City a reproducible and complete set of "As Built" drawings and specifications, showing changes made during the construction process. The original drawings and specifications will be revised based upon the marked up prints, drawings, and other data furnished to Architect (or Engineer) by the Contractor.~~

II. THE CITY AGREES.

A. To furnish all available data concerning the site, and the City's staff shall relate any information available to it which may assist the Architect (or Engineer) with the PROJECT.

B. To review plans and details submitted for review and sections of the work, if applicable, as expeditiously as practical to the end of assisting the Architect (or Engineer) to maintain, as nearly as possible, a continuous flow of work on the PROJECT.

C. To pay the Architect (or Engineer) for his services in accordance with the requirements of this Agreement.

III. PAYMENTS.

The City agrees to pay the Architect (or Engineer) for such services *as per Paragraph 20 of Exhibit "A"*.

~~*See Exhibit "B" for hourly rates and reimbursable expenses, if any.~~

This compensation shall be payable in _____ (write in monthly, bi-monthly, etc.) installments not to exceed the percentages listed below, each of which shall be deemed to have been earned and shall be due and payable upon the satisfactory performance of the items of service as follows:

A. ~~Thirty five percent (35%) of the fee shall be paid upon the approval of the completed Preliminary Phase as outlined in paragraph I, A.~~

B. ~~An additional forty percent (40%) of the fee shall be paid upon the completion of the Construction Documents Phase as outlined in paragraph I, B.~~

C. ~~Upon the award of construction contracts, payment shall be increased to eighty percent (80%) of the above fee, less previous payments.~~

D. ~~During the Construction Phase of the Agreement, twenty percent (20%) of the above fee for the services included in paragraph I, E, 1 through 6, is payable~~

IV. PROJECT DIRECTOR.

The City shall have and assign a Project Director who will act as the City's agent and with whom the Architect (or Engineer) shall communicate. The Project Director will be required to make final and prompt decisions on all matters related to the PROJECT. The Project Director shall have full authority and responsibility to take actions for the City, except the Project Director shall not have authority to authorize change orders that increase the cost of the PROJECT or to amend this Agreement.

V. TIME OF COMPLETION.

The Architect (or Engineer) agrees to complete the ~~planning phases of this~~ PROJECT within a period of time ~~listed below:~~ *As per Exhibits A and C*

A. ~~For the initial Preliminary Report, _____ () days from the date the Architect (or Engineer) is informed by the City that a site has been selected.~~

B. ~~For the final Preliminary Report, _____ () days from the date the City gives written authorization to prepare the same.~~

C. ~~For the Construction Documents Phase, _____ () days from the date authorized in writing by the City to proceed with the preparation of said documents.~~

D. ~~The City agrees to cooperate with the Architect (or Engineer) in considering drawings, documents and data submitted and to make necessary decisions promptly to facilitate completion in the stipulated time, and the City agrees to promptly furnish to the Architect (or Engineer), upon written request, any approvals and instructions required to be given by the City to the Architect (or Engineer) under the terms of this Agreement.~~

VI. REVISIONS OF PLANS.

~~Unless the City officially, and in writing, has authorized an increase in funds established for the construction cost estimate, the Architect (or Engineer) agrees to make any such revisions in drawings and specifications as are necessary and as are satisfactory to the City to bring the PROJECT cost within the approved estimate; such revisions to be made at his own expense without cost to the City, whether said drawings and specifications have theretofore been approved by the City. PROVIDED, however that if said drawings and specifications have been approved by the City, and the City desires any major changes in the type of construction or other changes not necessary to be made for the purpose of bringing the cost of the PROJECT within the estimate, the City shall pay the Architect (or Engineer) the cost of making such revisions.~~

~~In the event bids for construction exceed both the Architect's (or Engineer's) estimate and the original estimated cost of construction, and the City does not desire to modify or change the drawings and specifications as a result thereof, then the construction contract may be let at the sole discretion of the City for the bid amount.~~

VII. OWNERSHIP OF DOCUMENTS.

All reports, estimates, data, drawings and specifications, prepared or executed under this Agreement and delivered to the City shall become the property of the City upon completion of the PROJECT, without restriction or limitation on their use. In the event any of said documents are reused by the City on its future projects, the name plates shall be removed and the City hereby agrees to hold harmless the Architect (or Engineer) and release him from any liabilities which result from such reuse.

VIII. TERMINATION OF AGREEMENT.

A. The City may terminate this Agreement at any time for any just cause and/or lack of funding by a notice in writing to the Architect (or Engineer). Upon receipt of such notice, the Architect (or Engineer) shall, unless the notice directs otherwise, immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, facilities and materials in connection with the performance of this contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

B. If the contract be terminated due to the fault or neglect of the ~~Architect~~ (or Engineer), no further payments on account of the fee will be thereafter made, except for services previously performed under this contract which are of value to the City. If the contract is terminated due to no fault of the ~~Architect~~ (or Engineer), he will be paid promptly that proportion of the prescribed fee which the work actually performed under this Agreement bears to the total work called for under this Agreement, less such payments as have been previously made, and less any amount due the City by reason either of any prior default of the ~~Architect~~ (or Engineer) or otherwise.

C. Copies of all estimates, reports, data and all completed or partially completed surveys, studies, designs, plans and specifications prepared under this Agreement shall become the property of the City when and if the contract is terminated, without restriction or limitation on their use.

D. Dissolution, or a change in the principal officers, of the firm of Professional Engineering Consultants, P.A. for any reason whatsoever, shall give the City the option of terminating this Agreement in accordance with the terms of subparagraphs A, B, & C above; provided said dissolution or reorganization materially affects the ability of said firm to perform this Agreement as determined by the City; and, such termination shall be deemed to be the fault of the ~~Architect~~ (or Engineer).

IX. THE PARTIES HERETO MUTUALLY AGREE.

A. That the services to be performed by the ~~Architect~~ (or Engineer) under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without the specific consent of the City.

B. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allocated for the work shall be granted by the City; PROVIDED, HOWEVER, that the Architect (or Engineer) shall first request extensions in writing giving the reasons therefore.

C. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

D. Neither the City's review, approval or acceptance of, nor payment for any of the work or services required to be performed by the Architect (or Engineer) under this Agreement, shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the Architect's (or Engineer's) performance of this Agreement and the Architect (or Engineer) shall be and remain liable to the City for all costs of any kind which are incurred by the City as a result of the Architect's (or Engineer's) breach of any covenant or promise contained in this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law and the City may assert its right of recovery by any appropriate means, including, but not limited to, set-offs; suit; withholding; recoupment; or counterclaim, either during or after performance of this Agreement.

F. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create in the public, or any member thereof, a third-party beneficiary right, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

X. AGREEMENT GOVERNED BY KANSAS LAW.

This Agreement is executed, delivered and intended to be performed in the State of Kansas, and shall be construed and enforced in accordance with and governed by the laws of the State of Kansas.

XI. EQUAL EMPLOYMENT OPPORTUNITY AND MINORITY BUSINESS ENTERPRISE PLAN.

The Architect (or Engineer) agrees to comply with all local, state, and federal laws and regulations relating to equal employment opportunities as well as the City's Minority Business Enterprise Plan. A copy of the Minority Business Enterprise Plan of the City of Pittsburg, Kansas, is attached to, and becomes a part of, these documents.

~~XII. DEFINITION OF COST OF THE WORK.~~

~~The cost of constructing the PROJECT as referred to herein means the cost to the City, but such cost shall not include any Engineer's, Architect's, or Special Consultant's fees, or reimbursements of the cost of a resident inspector, or cost of equipment (not designed or specified by the Architect (or Engineer), or cost of furniture or furnishings (not designed or specified by the Architect (or Engineer), or cost of insurance or cost of any administrative or legal expense, or cost of the site.~~

~~XIII. FIELD TRIPS.~~

~~If requested by the City, the Architect (or Engineer) will take up to three field trips to locations agreed to by the City to visit similar projects located in other cities in relation to the~~

~~preliminary phase of the PROJECT. The City will reimburse the Architect (or Engineer) for airfare and the actual lodging expenses incurred, for ____ persons, with the City retaining the right, in advance of such field trip, to approve reimbursement of expenses of one or two persons only. The Architect (or Engineer) shall be responsible for all other expenses incurred by the Architect (or Engineer) on such field trips.~~

~~**XIV. SPECIAL CONSULTANTS.**~~

~~The Architect (or Engineer) agrees to employ the following special consultants, to-wit: for design and inspection; such services to be provided at the expense of the Architect (or Engineer). The Architect (or Engineer) shall be responsible for paying the fees for these consultants.~~

~~**XV. ADDITIONAL CONSULTANTS.**~~

~~The Architect (or Engineer), after receiving the written permission of the City, may, by formal written agreement, employ additional consultants including structural, mechanical, electrical, design, and other consultants. The parties further agree that the City will be responsible for and pay for services of each such consultant only the actual amount billed the Architect (or Engineer) for such services, with no allowance or mark-up to the Architect (or Engineer) for overhead, administration, or any other expenses.~~

~~The Architect (or Engineer) also agrees to require all such consultants to sign a formal written agreement that they will abide by and be bound to the terms and conditions of this Agreement to the extent the Agreement is applicable to them and to their areas of responsibility.~~

- **XVI. ENTIRE AGREEMENT.**

This Agreement is the entire agreement between the Architect (or Engineer) and it supersedes all prior negotiations, representations, agreements or understandings, whether verbal or written.

XVII. NUMBER OF COUNTERPART COPIES.

This contract is executed in three (3) counterparts.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

APPROVES AS TO FORM:

CITY OF PITTSBURG, KANSAS

By: _____
Mayor

City Attorney

ATTEST:

City Clerk

**PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.**

By: Bence Roubing

TITLE: Principal
(Partner or Corporate Officer)

By: R. L. Young

TITLE: President/CEO
(Partner or Corporate Officer)

1 Copy to KDOT (To Accompany KDOT Form 1302)
1 Copy for City
1 Copy for Consultant

Crawford County

Project No. 19 KA-2617-01

PROPOSAL FOR ENGINEERING SERVICES
Cost Plus a Net Fee

The Consulting Engineering Firm of Professional Engineering Consultants, P.A. with principal offices located at 303 S. Topeka; Wichita, KS, Hereinafter referred to as the CONSULTANT has reviewed the information transmitted by City of Pittsburg, hereinafter referred to as the "LPA" (Local Public Authority). Based on this information, the Consultant submits the following Proposal:

1. The LPA has requested a Proposal for preliminary engineering and plan preparation (engineering services) from the Consultant for the following proposed construction improvements:

Grading: <u>0.2 Miles</u>	Bridges: Est. Feet \	<u>Bridge #1</u>
Surfacing: <u>0.2 Miles</u>	-Est. Feet \	<u>Bridge #2</u>

on Route US-69 (Bus) located at the intersection of Broadway and Centennial and designated by the above noted project number. The subject construction improvements, however, are hereinafter referred to as the Project.

2. The LPA has stated that it desires federal participation in the cost of the engineering services, as well as the construction cost of the Project.
3. The LPA desires the engineering services provided by the Consultant to be in accordance with regulations prescribed by the Federal Highway Administration (FHWA) and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary. The Scope of Engineering Services can be defined as follows:

Phase I: Design and plan preparation for Grading, Bridges and Surfacing for the above-described project, including Special Specifications as required.

Phase II: The review and recommendations for approval of all shop drawings and drawings for falsework as may be required, except for items designed by others.

Phase III: The construction engineering necessary to insure proper construction of the project that will include the contract administration, surveys and materials testing.

4. The engineering services performed by the Consultant for Phases I and II* will include, but not necessarily be limited to, the following as indicated thusly (+):

Surveys

- | | |
|---|--|
| <input type="checkbox"/> (+) Topographical Survey | <input type="checkbox"/> () Geological Survey |
| <input type="checkbox"/> () Relocation Survey | <input type="checkbox"/> () Bridge Soundings |
| <input type="checkbox"/> () Normal Field Survey | <input type="checkbox"/> (+) R/W Survey |

Plans, Specifications & Estimates

- | | |
|--|---|
| 1) Road | 2) Bridges (N/A) |
| <input type="checkbox"/> () Balanced Grading Plan | <input type="checkbox"/> () Contour Maps |
| <input type="checkbox"/> (+) Pavement Design | <input type="checkbox"/> () Bridge Layout Cost |
| <input type="checkbox"/> () Culvert Designs | <input type="checkbox"/> () Cost Completion |
| <input type="checkbox"/> (+) R/W Descriptions | <input type="checkbox"/> () Bridge (Superstructure) |
| <input type="checkbox"/> () R/W Strip Map | <input type="checkbox"/> () Bridge (Substructure) |
| <input type="checkbox"/> (+) Surfacing Plans | <input type="checkbox"/> () Detailed Bridge Plans |
| <input type="checkbox"/> (+) Storm Sewers | <input type="checkbox"/> () Special Provisions |
| <input type="checkbox"/> (+) Special Provisions | <input type="checkbox"/> () *Review Shop Drawings |
| <input type="checkbox"/> (+) Construction Cost Estimate | <input type="checkbox"/> () *Review Falsework Drawings |
| <input type="checkbox"/> () R/W Staking | <input type="checkbox"/> () Construction Cost Estimate |
| <input type="checkbox"/> (+) Traffic Control Plan | |
| <input type="checkbox"/> (+) Traffic Signal Plan | |
| <input type="checkbox"/> (+) Erosion Control Plan | |
| <input type="checkbox"/> (+) Traffic Marking Plan | |
| <input type="checkbox"/> (+) Traffic Study | |
| <input type="checkbox"/> (+) Water Line Construction | |
| <input type="checkbox"/> (+) *Review Shop Drawings | |
| <input type="checkbox"/> (+) *Attend Constructability Review | |

5. The proposed Project will be constructed on said route to equal or exceed the Secretary's approved design guidelines for the following:

- (a) AADT 10,865
- (b) Minimum Design Speed of 30 MPH

6. The Consultant will perform the following engineering services:

- (a) Prepare detailed plans and construction drawings in accordance with design criteria which conform to KDOT's Secondary Road Plan and utilize applicable drafting details, design guidelines, etc. from KDOT's Design Manual for highways and structures equivalent to the class of highway covered by the Project and/or to such design criteria as may be approved by the Secretary.
- (b) Prepare revised plans, as requested by representatives of the LPA or the Secretary, made necessary by field check and/or office check review recommendations, errors, omissions, or negligence of the Consultant, at any time prior to the completion and final acceptance of the construction contracts covering the Project. Such revised plans may be made by the Secretary or LPA at the Consultant's expense.

- (c) Prepare the plans for the Project for such parts or sections, and in such order of completion, as designated by the LPA.
- (d) Make the necessary field surveys to determine horizontal and vertical alignment for the proposed project.
- (e) Perform a Traffic Study along Centennial Street from Broadway Street to Joplin Street to evaluate existing conditions and provide recommendations for access control at the various commercial properties.
- (f) Prepare and furnish one set of prints (white background) of preliminary construction plans for field check and review to the LPA and two (2) sets to the Secretary. These plans shall, at a minimum, show the horizontal and vertical alignment, typical sections, contour information, construction layouts and size of bridges, size and location of drainage structures, intersection details, construction limits, existing and new right-of-way limits, property owners, utility locations and ownership, and be included on the appropriate following sheets: Title, Typical Section, Surfacing, Plan-Profile, Cross Sections, Contour Map and Bridge Layout, Traffic Control Plan, and such other special sheets as the Consultant deems necessary.
- (g) Field check the Project with representatives of the LPA and Secretary.
- (h) Complete the plans in pencil, incorporating any changes which may have been agreed to during the field check, and include in such plans estimates of quantities, special provisions, supplemental specifications and an updated estimate of cost.
- (i) Submit one complete set of prints (white background) of the plans to the Secretary for office check review along with copies of special provisions, supplemental specifications and the updated cost estimate. A similar set of prints and copies will be furnished to the LPA.
- (j) Prepare final plan tracings (one set of final plans on mylar or linen in ink, with the exception of cross sections which will be on paper in pencil), and updated cost estimate based on final plan quantities, and necessary special provisions and necessary supplemental specifications.
- (k) Submit one set of prints of the final plan tracings and copies of the updated construction cost estimate, special provisions, and supplemental specifications to the LPA and one set of prints and copies to the Secretary.
- (l) Furnish the reproducible final plan tracings that do not contain so-called "stick up" notes or other additives to the Secretary. Upon request furnish one copy of all design calculations to the Secretary.
- (m) Prepare a right-of-way strip map and furnish the LPA with the original and one print of the strip map. (This item is optional but is included if so noted on Page 2 of the Proposal.)

- (n) Prepare plats and descriptions of right-of-way required and furnish to the LPA. (This item is optional but is included if so noted on Page 2 of this Proposal.)
- (o) Furnish preliminary plans to the LPA sufficiently complete for the LPA's use in preparing descriptions for rights-of-way required in connection with the Project within 90 calendar days after issuance by the Secretary of the Notice to Proceed with the work, exclusive of time required for reviews by the approving parties and delays beyond the Consultant's control.
- (p) Furnish final and complete construction plans to the LPA and the Secretary for approval within 390 calendar days after issuance by the Secretary of the Notice to Proceed, exclusive of time required for reviews by the approving parties and delays beyond the Consultant's control.
- (q) Prepare and furnish the Secretary with supplemental specifications covering all special fabrication or construction features not covered by the standard specifications of KDOT, except for items designed by others.
- (r) Review and recommend for approval all shop drawings and falsework drawings, as may be required for the Project, if indicated in the scope of engineering services on Page 2 of this Proposal.
- (s) Have available at the Consultant's office located at 902 S. Broadway, Pittsburg, KS for review by the LPA, the Secretary and the FHWA's personnel, all plans being prepared and supporting information.
- (t) Provide all plans, drawings and documents pertaining to the Project to the LPA, prepared in accordance with the Secretary's standard practice. All such plans, drawings and documents shall become the property of the LPA upon the completion thereof in accordance with the terms of this Proposal, without restrictions as to their further use.
- (u) Provide traffic control signing on or along any street or highway where the Consultant has crews working. The size, shape, color and placement of all signs shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways as approved by the American Association of State Highway and Transportation Officials and the Department of Transportation, FHWA.

7. In addition to the engineering services the Consultant will assume the following obligations:

- (a) Furnish two (2) copies of each proper billing to the LPA.
- (b) Accept compensation for the performance of services herein described in such amounts and at such intervals as indicated in Paragraphs 20, 21, 22, and 23.
- (c) Provide engineering services for Phase III and extra work in addition to those set forth above, or for changes in plans due to changes in criteria, for a mutually agreed actual cost plus a net fee. Any payments authorized under this section must be approved by the Secretary. In the event the scope of the Project changes

to a point where, with the Secretary's concurrence, the Consultant and the LPA mutually agree that a supplemental agreement to the executed Agreement is necessary to provide for authorized extras, all payments for work performed to that date shall be due and payable within ninety (90) days after the date of the supplemental agreement, provided, however, that a proper billing has been received from the Consultant.

- (d) Prepare an estimated schedule for performance of engineering services identified in Paragraph 20 of this Proposal (may be bar chart or other acceptable method) and report to the LPA (Secretary upon request) actual progress at monthly intervals or at a mutually agreeable interval approved by the LPA and Secretary.
- (e) Make all documents and accounting records pertaining to the work covered by the executed Agreement available at the Consultant's office to representatives of the LPA, the Secretary and the FHWA or any authorized representative of the Federal Government for audit for a period of three (3) years after the date of final payment.
- (f) Accept full responsibility for payment of Unemployment Insurance, Worker's Compensation and Social Security as well as income tax deductions and any other taxes or payroll deductions required by State and Federal Law for the Consultant's employees engaged in work authorized by the executed Agreement.
- (g) Become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances and regulations.
- (h) Be responsible for any and all damages to property to persons arising out of an error, omission and/or negligent act in the Consultant's performance of services under the executed Agreement.
- (i) To save the LPA, the Secretary and their authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property caused by the Consultant, its agents, employees or subcontractors which may result from negligent acts, errors, mistakes or omissions from the Consultant's operation in connection with the services to be performed hereunder.
- (j) To warrant the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure selection by the LPA, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of the executed Agreement. For breach or violation of this warranty, the Secretary shall have the right to annul the Agreement without liability, or in his or her discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

8. The services to be performed by the Consultant under the terms of this Proposal are personal and cannot be assigned, sublet, or transferred without written consent of the LPA and the Secretary.
9. The right is reserved by the LPA with the approval of the Secretary to terminate all or part of the executed Agreement at any time upon written notice to the Consultant. Such notice shall be sent not less than ten (10) days in advance of the termination date stated in the notice.
10. The Consultant may terminate the executed Agreement, in the event of substantial failure of other parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all parties to this Agreement.
11. In the event the executed Agreement is terminated by the LPA and the Secretary without fault on the part of the Consultant, the Consultant shall be paid for the work performed or services rendered under the Basis of Payment determined for the Agreement.
12. In the event the services of the Consultant are terminated by the LPA and the Secretary for fault including but not limited to: unreasonable delays in performance; failure to respond to LPA or the Secretary's requests; and/or unsatisfactory performance on the part of the Consultant, the Consultant shall be paid the reasonable value of the services performed or rendered and delivered to the Secretary up to the time of termination. The value of the services performed, rendered and delivered will be determined by the LPA and the Secretary. In the case of any dispute as to payment arising under the executed Agreement pertinent information will be submitted to a Review Committee for resolution. The Review Committee will be comprised of a maximum of two (2) representatives from each of the Agreement parties.
13. In the event of the death of any member or partner of the Consultant's firm, the surviving member shall complete the services, unless otherwise mutually agreed upon by the LPA and the Secretary and the survivors, in which case the Consultant shall be paid as set forth in Paragraph 12.
14. The Consultant shall not sublet or assign all or any part of the services noted in this Proposal without the prior written approval of the LPA and the Secretary. Consent by the LPA and the Secretary to assign, sublet or otherwise dispose of any portion of the executed Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the Agreement.
15. The Consultant will not, without written permission from the Secretary, engage the services of any person or persons in the employment of the LPA or the Secretary for any work required by the terms of this Proposal.
16. The Consultant and subcontractors will be available for audit at the Secretary's discretion. Accounting methods, cost documentation, and books of said parties will be maintained in accordance with generally accepted accounting principles and will conform to the appropriate provisions of 48 Code of Federal Regulations (CFR) Chapter 1, part 31 et seq.

17. Overhead rates will be submitted to the Secretary by the Consultant for audit within seventy-five (75) days after completion of the Consultant's fiscal year. The Consultant will assemble work papers for audit at their normal place of business. Overhead rates will be audited on a yearly basis following the first audit as may be required.
18. The Consultant, the LPA and the Secretary may arrange for such conferences as may be deemed necessary or desirable and that work in progress may be viewed at the Consultant's offices.
19. That an extension of time shall be granted the Consultant for delays recognized by the LPA and Secretary as unavoidable; PROVIDED, such extension of time shall be requested by the Consultant in writing, stating the reasons therefor.
20. The fee proposed by the Consultant for engineering services for Phases I and II shall be tabulated as follows:

(a) SURVEYS

For all surveys, and for bridge soundings, as noted by the tabulation of survey services on Page 2 of this Proposal, compensation shall be made on the basis of the Consultant's actual cost plus a net fee amount of \$770.00. The actual costs shall be incurred in conformity with the cost principles established in the Federal-Aid Policy Guide and Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 et seq. The upper limit of compensation for work detailed in this section shall be \$5,898.00.

(b) BRIDGE PLANS, SPECIFICATIONS AND ESTIMATES (N/A)

Bridges: An amount for bridge construction plans as follows:

	New Design		Adapted Super & New Substruct.		Adapted Super & Substruct.	
	Net Fee	Upper Limit	Net Fee	Upper Limit	Net Fee	Upper Limit
Bridge #1						
Bridge #2						

For all bridge engineering work, including bridge construction plan fees noted above, tabulated on Page 2 of this Proposal, compensation shall be made on the basis of the Consultant's actual cost plus a net fee amount of \$_____. The actual costs shall be incurred in conformity with the cost principles established in the Federal Aid Policy Guide and Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 et seq. The upper limit of compensation for work detailed in this section shall be \$_____.

(c) ROAD PLANS, SPECIFICATIONS AND ESTIMATES

Road: For preliminary plans for right-of-way and for construction road plans, and right-of-way descriptions and staking as noted in the tabulation of road engineering services on Page 2 of this Proposal, including culverts and surfacing, but not including bridges, compensation shall be made on the basis of the Consultant's actual cost plus a net fee amount of \$7,410.00. The actual costs shall be incurred in conformity with the cost principles established in the Federal-Aid Policy Guide and Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 et seq. The upper limit of compensation for work detailed in this section shall be \$64,051.00.

(d) REVIEW OF SHOP AND FALSEWORK DRAWINGS

For compensation of Phase II as noted in the tabulation of engineering services on Page 2 of this Proposal, compensation shall be made on the basis of the Consultant's actual cost plus a net fee amount of \$290.00 in conformance with the cost principles established in the Federal-Aid Policy Guide and Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 et seq. The upper limit of compensation for work shall be \$2,225.00.

(e) Total compensation for Phase I and II of this Proposal shall not exceed \$72,174.00.

21. (a) During the progress of work covered by the executed Agreement, partial payments for Phase I and II may be made to the Consultant from the LPA within thirty (30) days of receipt of proper billing, but at intervals of not less than one calendar month. Progress billing shall be supported by a progress schedule acceptable (for Phase I normally payments may be made at the completion of surveys, field check plans, plans for office check review and final work as per terms of the Agreement) to the LPA and Secretary, which includes a statement of the percentage of work completed and the actual costs incurred during the billing period. Accumulated partial payments shall not exceed Ninety-five Percent (95%) of the total fees earned, prior to approval and acceptance of completed work on the appropriate phase by the LPA, Secretary and the FHWA. Partial payments due shall be defined as the accumulated total fees less the total of previous payments times Ninety-five Percent (95%).
- (b) The voucher for final payment for Phase I due under provisions of the executed Agreement may be submitted after the Secretary's award of the Project for the LPA for the Project's Construction contracts.
- (c) The voucher for final payment from the LPA for Phase II due under provisions of the executed Agreement may be submitted after the acceptance and approval of the work by the LPA and the Secretary.
22. In the event that a construction contract has not been awarded for any project segment within six (6) months from the date of approval of construction plans, the voucher for final payment of Phase I may be submitted without further delay.

23. The final payments for Phase I and II due under provisions of the executed Agreement shall be made within ninety (90) days after completion of a final audit of the Consultant by representatives of the Secretary.
24. The Consultant may request payment for Phase III by the terms of a supplemental Agreement if necessary and executed) and for authorized extra work as provided in Paragraph 7(c), and such payments shall be in addition to and exclusive of fees stipulated in Paragraph 20 above.

Respectfully submitted,


CONSULTANT

Principal
TITLE

4-22-12
DATE

RESOLUTION NO. 1122

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF GENERAL OBLIGATION BONDS, SERIES 2012A AND TEMPORARY NOTES, SERIES 2012A OF THE CITY OF PITTSBURG, KANSAS, SETTING FORTH THE DETAILS OF SAID SALE; AND PROVIDING FOR THE GIVING OF NOTICE THEREOF.

BE IT RESOLVED by the Governing Body of the City of Pittsburg, Kansas:

Section 1. That it is hereby determined to be necessary and it is hereby authorized, directed and ordered, that General Obligation Bonds, Series 2012A, (the "Bonds") and Temporary Notes, Series 2012A (the "Notes") of the City of Pittsburg, Kansas, (the "City") shall be sold at public sale and in the manner provided by law, on Tuesday, June 12, 2012, at _____ a.m. C.D.T. The Bonds shall be in the approximate principal amount of Eight Hundred Sixty Thousand Dollars (\$860,000) and shall be dated June 28, 2012. The Series 2012A Notes shall be in the approximate principal amount of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) and shall be dated June 28, 2012.

Section 2. That it is hereby further authorized, ordered and directed that the Summary Notice of Bond Sale, in substantially the form attached hereto and made a part hereof by reference as though fully set out herein, shall be published one time not more than 30 days and not less than 6 days prior to the date of said sale as required by law, one time in The Morning Sun, the official newspaper of the City, and one time in the Kansas Register, as provided by law.

Section 3. That it is hereby further authorized, ordered and directed that, at the option of the City, the Summary Notice of Note Sale, in substantially the form attached hereto and made a part hereof by reference as though fully set out herein, shall be published one time in The Morning Sun, the official newspaper of the City and/or one time in the Kansas Register.

Section 4. That the Mayor and other officers of the City are hereby authorized to provide for the preparation of an Official Statement, to be "deemed final" except for the omission of certain information as provided in the Securities and Exchange Commission Rule 15c2-12, and the Mayor and Clerk are hereby authorized to execute such Official Statement, with such changes thereto as such officials shall deem appropriate, and to use such document in connection with the offering of the Notes and Bonds.

Section 5. That the officers and representatives of the City are hereby authorized and directed, after consultation with Springsted, as Financial Advisor and Nichols and Wolfe Chartered, as Bond Counsel, to take such other action as may be necessary to carry out the offering for sale of the Notes and Bonds.

Section 6. That it is hereby further authorized, ordered and directed that copies of the Official Statement, Official Notice of Bond Sale, Official Notice of Note Sale and the City's bid forms for this issue of Notes and Bonds, be distributed to prospective bidders of the Notes and Bonds.

ADOPTED THIS 22nd day of May, 2012.

CITY OF PITTSBURG, KANSAS

ATTEST:

John Ketterman, Mayor

Tammy Nagel, City Clerk

(SEAL)

(Published in The Morning Sun on June ___, 2012.)

ORDINANCE NO. S-996

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$860,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2012A, OF THE CITY OF PITTSBURG, KANSAS, UNDER THE AUTHORITY OF K.S.A. 10-101 to 125, INCLUSIVE, AND K.S.A. 12-685 ET SEQ., ALL AS AMENDED.

WHEREAS, the Governing Body of the **City of Pittsburg, Kansas**, (the “City”) has authorized the construction of certain main trafficway improvements (the “Improvements”) in the City under the authority of K.S.A. 12-685 et seq., as amended; and

WHEREAS, all legal requirements pertaining to the Improvements have been complied with and the total cost of that portion of the Improvements to be financed with proceeds of the Bonds, hereinafter described, has been ascertained to be \$913,000 (the “Project Cost”); and

WHEREAS, \$53,000 of the Project Cost will be paid by the expenditure of unspent temporary note proceeds of the City, leaving unpaid the balance of the Project Cost in the amount of \$860,000 for which general obligation bonds of the City may be issued; and

WHEREAS, the City deems it necessary and advisable to issue its general obligation bonds in the aggregate principal amount of Eight Hundred Sixty Thousand Dollars (\$860,000) for the purpose of paying the balance of the Project Costs; and

WHEREAS, the City has, in accordance with K.S.A. 10-106, published notice (the “Sale Notice”) of the City’s intent to sell the Bonds; and

WHEREAS, the City does, in accordance with the terms and conditions of the Sale Notice, hereby authorize the issuance and sale of the bonds to the best bidder.

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

Section 1. That for the purpose of providing funds to pay the cost of making the Improvements hereinbefore described, there is hereby authorized and directed to be issued General Obligation Bonds of the City in the aggregate principal amount Eight Hundred Sixty Thousand Dollars (\$860,000) (the “Bonds”) as provided by K.S.A. 12-685 et seq., and Article 1 of Chapter 10, Kansas Statutes Annotated, all as amended. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such form, shall be subject to redemption and payment prior to the maturity thereof and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution of the Governing Body of the City adopted the same date as the date of the passage and approval of this Ordinance (the “Resolution”).

Section 2. That the Mayor and City Clerk are hereby authorized to prepare and execute the Bonds and when so executed, the Bonds shall be registered as required by law and the Governing Body shall annually make provisions for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same shall become due by levying a tax upon all the taxable property of the City.

Section 3. That the City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with and perform the duties of the City with respect to the Bonds and the Resolution all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 4. That if any portion or provision of this Ordinance or the Bonds shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provisions shall not effect any of the remaining provisions of this Ordinance or the Bonds but this Ordinance and said Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 5. That the Bonds shall be issued and sold to the purchaser thereof in accordance with both their bid for the purchase thereof and the terms and conditions of this Ordinance.

Section 6. That this Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

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PASSED by the Governing Body and approved by the Mayor this 12th day of June 2012.

CITY OF PITTSBURG, KANSAS

John Ketterman, Mayor

ATTEST:

Tammy Nagel, City Clerk

(SEAL)