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Approval of the Land Purchase Contract between The City of Pittsburg and Mike Heckert, in which Mr. Heckert will purchase 8.8 acres of City-owned property located at 2500 North Rouse for an amount of \$20,000 and, if approved, authorize the Mayor to sign the appropriate documents.

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Approval of the Appropriation Ordinance for the period ending November 13, 2012, subject to the release of HUD expenditures when funds are received.

 CHECK LIST 23

PUBLIC HEARING - The City of Pittsburg, Kansas, advertised for a Public Hearing to be held on November 13, 2012, beginning at 5:30 p.m., in the Municipal Court Room, Pittsburg Law Enforcement Center, 201 North Pine, Pittsburg, Kansas, or as soon thereafter as the Governing Body's schedule allows, to consider passage of Resolution Number 1130 to consider establishing an organized residential solid waste collection service within the boundaries of the City of Pittsburg, Kansas.

Resolution No. 1130 43

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, November 13, 2012
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the October 23, 2012, City Commission Meeting minutes.
- b. Approval of staff recommendation to award the bid for roof repairs at the Wastewater Treatment Plant as follows: reject Base Bid in lieu of Alternates 1 thru 4; award combined Alternates 1 thru 5 for a total amount of \$61,450.00 to Guarantee Roofing, Inc., of Joplin, Missouri; award Alternate 6 in the amount of \$8,500.00 to Cardinal Roofing, of Springfield, Missouri, and reject Alternate 7 in lieu of acceptance of Alternate 6, for a total project cost of \$69,950.00, and authorize the Mayor to sign the contract documents once prepared.
- c. Approval of Supplemental Agreement No. 1 to Agreement No. 223-10 dated January 20, 2012 between the City of Pittsburg and the Kansas Department of Transportation to cancel KLINK Resurfacing Project No. 69B-19 U-0116-01 and combine the work and funding into KLINK Resurfacing Project No. 69B-19 U-0029-01, such that the resurfacing now is for US-69B, Madison to 2nd Street, and authorize the Mayor to sign Supplemental Agreement No. 1 on behalf of the City of Pittsburg.
- d. Approval of the Land Purchase Contract between The City of Pittsburg and Mike Heckert, in which Mr. Heckert will purchase 8.8 acres of City-owned property located at 2500 North Rouse for an amount of \$20,000 and, if approved, authorize the Mayor to sign the appropriate documents.
- e. Approval of staff recommendation to appoint Jay Byers, Director of Innovation for The City of Pittsburg, to a first term as a member of the Alliance for Technology Commercialization Board of Directors effective immediately and to expire in April of 2015.
- f. Approval of the Appropriation Ordinance for the period ending November 13, 2012, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, November 13, 2012
5:30 PM

CONSIDER THE FOLLOWING:

- a. HEALTH INSURANCE RENEWAL AND WELLNESS PROGRAM UPDATE - Director of Human Resources Megan Fry will present the 2013 health insurance renewal contract with Blue Cross Blue Shield of Kansas. A WINS representative will also provide a six-month update on the City's wellness program. **Take that action deemed appropriate, including approval of the renewal of the 2013 health insurance contract with Blue Cross Blue Shield of Kansas.**

PUBLIC HEARING:

- a. PUBLIC HEARING - The City of Pittsburg, Kansas, advertised for a Public Hearing to be held on November 13, 2012, beginning at 5:30 p.m., in the Municipal Court Room, Pittsburg Law Enforcement Center, 201 North Pine, Pittsburg, Kansas, or as soon thereafter as the Governing Body's schedule allows, to consider passage of Resolution Number 1130 to consider establishing an organized residential solid waste collection service within the boundaries of the City of Pittsburg, Kansas. **Following Public Hearing, approve or disapprove Resolution Number 1130 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

EXECUTIVE SESSION:

- a. EXECUTIVE SESSION - An Executive Session is necessary for discussion of personnel matters of nonelected personnel. **Motion to recess into Executive Session for approximately 45 minutes for discussion regarding personnel matters of nonelected personnel.**

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 23rd, 2012

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, October 23rd, 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: Rudy Draper, Michael Gray and Patrick O'Bryan. Commissioner Marty Beezley was absent.

Jim Akin of the First United Methodist Church provided the invocation.

Mayor Ketterman led the flag salute.

Mayor Ketterman proclaimed Tuesday, November 13th, 2012, as Disability Mentoring Day in Pittsburg.

Mayor Ketterman proclaimed Thursday, October 25th, 2012, as Project Warmth Day in Pittsburg.

APPROVAL OF MINUTES – OCTOBER 9th, 2012 – On motion of O'Bryan, seconded by Draper, the Governing Body approved the October 9th, 2012, City Commission Meeting minutes as submitted. Motion carried. Absent: Beezley.

VACATION ORDER – On motion of O'Bryan, seconded by Draper, the Governing Body approved an Order vacating the 300 Block of East 4th Street described as the West 10 feet of the East One-Half of Lots 19, 20, 21 and 22 in Block 24 in the Original Town of Pittsburg, Crawford County, Kansas, and located in the City of Pittsburg, Kansas. Motion carried. (Vietti's Auto Body). Absent: Beezley.

ORDINANCE NO. G-1172 – On motion of O'Bryan, seconded by Draper, the Governing Body approved Ordinance No. G-1172, establishing minimum landscaping standards in the commercial zoning districts by adding Sections 22-101, 22-102, 22-103, 22-104, 22-105, 22-106, 22-107, 22-108, 22-109, 22-110, and 22-111 to Zoning Ordinance Number G-663, on second reading with the following roll call vote: Yea: Draper, Gray, Ketterman, and O'Bryan. Motion carried. Absent: Beezley.

DISPOSITION OF BIDS - 2013 SANITATION SERVICE – On motion of O'Bryan, seconded by Draper, the Governing Body awarded the bid for the 2013 sanitation service contract for City of Pittsburg facilities to Deffenbaugh Industries, of Joplin, Missouri, based on their low bid submitted in the amount of \$933.75 per month. Motion carried. Absent: Beezley.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 23rd, 2012

DISPOSITION OF BIDS – DUMPSTER SERVICE – On motion of O'Bryan, seconded by Draper, the Governing Body awarded the bid for 2013 dumpster service (30-yard and 40-yard containers emptied on an as-needed basis) to WCA – Waste Corporation, of Joplin, Missouri, based on their low bid of \$150 per pull for either the 30-yard or 40-yard dumpster. Motion carried. Absent: Beezley.

CHANGE ORDER NO. 1 AND FINAL PAYMENT – 2011-2012 SALES TAX STREET PROGRAM – CENTENNIAL PROJECT - On motion of O'Bryan, seconded by Draper, the Governing Body approved Change Order No. 1 reflecting a reduction of \$823.13, making a new contract construction amount of \$145,033.23, and final payment in the amount of \$145,033.23 to APAC-Missouri, Inc., of Springfield, Missouri, for the 2011-2012 Sales Tax Street Program on Centennial from Knollview to Rouse. Motion carried. Absent: Beezley.

CHANGE ORDER NO. 1 AND FINAL PAYMENT – 2011-2012 SALES TAX STREET PROGRAM – SOUTH AREA STREETS – On motion of O'Bryan, seconded by Draper, the Governing Body approved Change Order No. 1 reflecting an increase of \$20,074.80 making a new contract construction amount of \$338,990.10 and final payment in the amount of \$338,990.10 to APAC-Missouri, Inc., of Springfield, Missouri, for the 2011-2012 Sales Tax Street Program on the South Area Streets. Motion carried. Absent: Beezley.

CHANGE ORDER NO. 1 AND FINAL PAYMENT – SANITARY SEWER LINE REPAIR PROJECT 2012 – On motion of O'Bryan, seconded by Draper, the Governing Body approved Change Order No. 1 reflecting a reduction of (\$6,386.00) making a new contract construction amount of \$246,918.00 and final payment in the amount of \$13,641.70 to Layne Inliner, of Kiowa, Colorado, for the Sanitary Sewer Line Repair Project 2012, KWPCRF Project No. C20 1656 01. Motion carried. Absent: Beezley.

AUDITING CONTRACT – On motion of O'Bryan, seconded by Draper, the Governing Body approved the Fiscal Year 2012 auditing contract with Berberich Trahan & Company, PA in an amount not to exceed \$38,000 and the HUD Section 8 Housing Program Audit in an amount not to exceed \$2,625 and authorized the Mayor to sign the contract on behalf of the City. Motion carried. Absent: Beezley.

EMERGENCY SOLUTIONS GRANT – On motion of O'Bryan, seconded by Draper, the Governing Body authorized staff to accepted the Emergency Solutions Grant award from the Kansas Housing Resource Corporation in the amount of \$156,156.00 to be used for homelessness in Pittsburg. Motion carried. Absent: Beezley.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 23rd, 2012

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Draper, the Governing Body approved the Appropriation Ordinance for the period ending October 23rd, 2012, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Draper, Gray, Ketterman, and O'Bryan. Motion carried. Absent: Beezley.

KANSAS MODERATE INCOME HOUSING PROGRAM GRANT AWARD – On motion of O'Bryan, seconded by Draper, the Governing Body approved the conditional award from the Kansas Housing Resource Corporation for a grant from the Kansas Moderate Income Housing Program in the amount of \$280,000 for the development of 18th and Locust, and authorized the Mayor to sign the appropriate documents. Motion carried. Absent: Beezley.

City Manager Daron Hall explained that the grant will be used to develop a sanitary sewer on the lots located at 18th and Locust. Ten to twelve houses will be built on the lots in the future.

SEK ART FEST - Steve Robb provided information on the SEK Art Fest 2013 project. The cost to underwrite a coal bucket is \$1,995. The goal is to place 24 coal buckets on Broadway during the festival. Coal buckets are expected to be unveiled on May 1st, 2013. The coal buckets will be sold at public auction during the Little Balkans Day weekend.

PROPERTY AND LIABILITY INSURANCE RENEWAL – Following a presentation by Ray Ryan of Ryan Insurance, on motion of O'Bryan, seconded by Gray, the Governing Body renewed the Property and Liability Insurance policy with Ryan Insurance through EMC, with a short term policy to run from November 1st, 2012, to April 1st, 2013, at a cost of \$111,395, and a policy to run from April 1st, 2013, to April 1st, 2014, at a cost of \$270,178. Motion carried. Absent: Beezley.

Mr. Ryan explained that the renewal received from Travelers Insurance was \$311,609 (up 18% from last year's price of \$264,997). While EMC usually only writes policies for cities with a population of 17,500 or less, Mr. Ryan was able to receive an exception and receive a quote for the City. Mr. Ryan also explained that EMC provides their customers with a dividend, which has been averaging 6.25% per year.

OPERATION CLEAN SWEEP - Mayor Ketterman reminded citizens to keep their neighborhoods clean.

COMMUNITY HEALTH CENTER OF SOUTHEAST KANSAS - Mayor Ketterman thanked the staff of the Community Health Center of Southeast Kansas for allowing the Commissioners to tour their facility.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 23rd, 2012

CITY ATTORNEY BIRTHDAY - City Manager Daron Hall wished City Attorney Henry Menghini a Happy Birthday.

SPECIAL OLYMPICS KANSAS - Commissioner Gray commended the Pittsburg Police Department on receiving the Top Gun award from Special Olympics Kansas for their efforts on raising funds for the organization. Commissioner Gray thanked Pittsburg Police Officer Chris Moore for his work with the Special Olympics Kansas organization.

ADJOURNMENT: On motion of O'Bryan, seconded by Draper, the Governing Body adjourned the meeting at 6:12 p.m. Motion carried. Absent: Beezley.

John Ketterman, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

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

DATE: November 6, 2012

SUBJECT: Agenda Item – November 13, 2012
DISPOSITION OF BIDS
Wastewater Treatment Plant Roof Repairs

Bids were received on Tuesday, November 6th for roof repairs at the Wastewater Treatment Plant located at 1920 S. Olive. The specifications included a base bid for the repair of the existing roofs with a watertight warranty for a period of one (1) year on the barscreen, pump house, aerobic digester and nitrification buildings. Alternates 1 thru 4 are for full replacement of the aforementioned base bid roofs. Alternate 5 is for the complete re-roof of the aerobic digester building. Alternates 6 and 7 pertained to the replacement of the roof of the maintenance building. Alternate 6 was to replace with a screw down type roof panel and Alternate 7 was to replace with a standing seam roof panel.

Bids were received from three roofing contractors (see attached bid tabulation). After reviewing the bids received, staff is recommending the following:

- Reject the Base Bid in lieu of acceptance of Alternates 1 thru 4.
- Award combined Alternates #1 thru #5 for a total amount of \$61,450 to Guarantee Roofing, Inc., of Joplin, Missouri.
- Award Alternate #6 in the amount of \$8,500 to Cardinal Roofing, of Springfield, Missouri.
- Reject Alternate #7 in lieu of acceptance of Alternate #6.

Based on the recommended awards, the total project cost will be \$69,950.

MEMO TO: DARON HALL
NOVEMBER 6, 2012
PAGE TWO

Capital Outlay Funding in the amount of \$30,000 has been allocated in the Wastewater Treatment Budget for building roof repairs. Staff is recommending that the remainder of the funding (\$39,950) be taken from Operating Supplies in the Wastewater Treatment Budget.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 13, 2012. Action necessary will be approval or disapproval of staff's recommendation and, if approved, authorize the Mayor to sign the contract documents once prepared.

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

Attachment: Bid Tabulation

cc: Matt Bacon, Assistant Director of Public Utilities
Tammy Nagel, City Clerk
Project File
Memo File



City of Pittsburg, Kansas

**Recapitulation of Bids for Wastewater Treatment Plant Roof Repairs
Tuesday, November 6th, 2012, 2:00 p.m.**

NAME/ADDRESS OF BIDDER	BASE BID	ALT #1 BARSCREEN BUILDING	ALT #2 PUMP HOUSE BUILDING	ALT #3 AEROBIC BUILDING	ALT #4 NITRIFICATION BUILDING	ALT #5 ANAEROBIC BUILDING	ALT #6 MAINTENANCE BUILDING	ALT #7 MAINTENANCE BUILDING
Mid-America Roofing 1035 N. 69 Highway Frontenac, Kansas 66763	\$11,250.00	\$13,402.00	\$19,806.00	\$18,836.00	\$30,556.00	\$8,235.00	\$12,150.00	\$16,200.00
Cardinal Roofing 1725 N. Packer Rd. Springfield, Missouri 65803	\$26,720.00	\$13,575.00	\$21,975.00	\$16,575.00	\$26,575.00	\$7,900.00	\$8,500.00	\$27,500.00
Guarantee Roofing, Inc. 4570 N. Blackcat Rd., P.O. Box 3585 Joplin, Missouri 64803	\$14,610.00	\$9,580.00	\$10,640.00	\$11,400.00	\$24,640.00	\$5,190.00	\$16,420.00	\$15,760.00



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: November 1, 2012

SUBJECT: Agenda Item – November 13, 2012
Supplemental Agreement 1
KLINK Resurfacing Project - Broadway (US-69B), Madison to 2nd Street
KDOT Project No. 69B-19 U-0029-01

KDOT has prepared and submitted to the City for approval Supplemental Agreement No. 1 to Agreement No. 223-10 dated January 20, 2012 between the City of Pittsburg and the Secretary of Transportation to participate in funding for a KLINK street surfacing project on Broadway Street (US-69B). The City was awarded a 2012 KLINK (Project No. 69B-19 U-0029-01) and then it was also awarded a 2013 KLINK (Project No. 69B-19 U-0116-01). The City requested to combine the two KLINK projects into one project and scope (resurfacing of Broadway [US-69B] from Madison to 2nd Street) to be let in FY 2013. The combined funds will be 50%/50% up to a maximum of \$400,000 State funds. In this regard, Supplemental Agreement No. 1 will cancel the 2012 KLINK and combine the work and funding into the 2013 KLINK.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 13, 2012. Action necessary will be approval or disapproval of the agreement and, if approved, authorize the Mayor and City Clerk to sign this agreement on behalf of the City.

Attachment: Agreement

cc: Tammy Nagel, City Clerk
Project File
Memo File

INTEROFFICE MEMORANDUM

To: DARON HALL
From: MARK TURNBULL
CC:
Date: NOVEMBER 7, 2012
Subject: *Agenda Item: November 13, 2012
Heckert Land Purchase Contract*

Mike Heckert submitted a land purchase contract. The contract has been reviewed by the City Attorney and Department staff.

Staff recommends the sale of the City owned 8.8 acre property at 2500 N. Rouse. The acreage is divided based on usability with 4 acres at \$4,000 per acre and 4.8 acres at \$1,000 per acre or essentially \$20,000.

The Real Estate Purchase Contract, Addendum and building plans are attached for your review.

Please approve or disapprove the recommendation and if approved, authorize the Mayor to sign the appropriate documents.

REAL ESTATE PURCHASE CONTRACT
(LAND ONLY)

THIS AGREEMENT, made and entered into on this date November 13, 2012 by and between City of Pittsburg, Kansas, hereinafter referred to as "Seller", whether one or more, and Michael Heckert, hereinafter referred to as "Buyer", whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property situated in Crawford County (County), Kansas (State), : (Either A or B must be completed)

A. Physical/ Legal Address: 2500 North Rouse, Pittsburg, Kansas

B. Indefinite Physical/Legal Address (Exact legal to appear on deed & title after completion of survey) _____ or _____

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to Buyer of the above described real property, the sum of (\$ 20,000.00) Dollars in manner following: certified funds at closing

3. Personal Property Included: Yes, See attached* No

4. **TITLE EVIDENCE:** The Seller shall cause to be furnished to Buyer, at Seller's option, either an abstract or a title insurance company's title binder to issue, after closing, a title insurance policy in an amount equal to the full purchase price naming Buyer as the insured. The title binder shall show marketable title vested in Seller, subject to: Encroachments which would be disclosed by survey, rights-of-way of record, trees, plantings and fences thereon; restrictions and protective covenants of record, provided no forfeiture provisions are contained therein; unmatured special assessments, zoning laws, ordinances and regulations; rights of tenants in possession; the liens, if any, described therein; and those exceptions which are standard to American Land Title Association's Form B or as specified herein. A copy of the title binder will be furnished to lender, listing broker, and selling broker as promptly as possible. In the event the land is to be used for new construction, the builder/Seller may receive builder discount if any. Buyer shall pay for any lender's/mortgagee's/Instrument holder's title insurance coverage. Seller shall be responsible to use due diligence to resolve any title defects at Seller's expense subject to the foregoing exceptions. Should the Seller be unable to furnish marketable title subject to the foregoing exceptions, the Buyer may, at Buyer's option, waive such defect or terminate this Contract. If the Buyer elects to terminate, then the earnest money shall be refunded promptly to the Buyer and the Seller shall reimburse to the Buyer the cost of Buyer's accrued loan costs, expenses to bring abstract up to date will be paid by Seller, expenses for attorney's fees for examination of abstract will be paid by Buyer and title insurance cancellation fees, and all parties shall be released from any further liability hereunder.

Title evidence to be paid by Buyer Seller or _____

Title Evidence to be ordered from: Crawford County Abstract

5. **Waived** **APPRAISAL:** If the contract price or cost exceeds the reasonable value of the property established by an appraisal, the buyer shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein.

- Buyer requests title company to:
- leave title binder open
 - issue final policy on land
 - pass with the land to the Buyer
 - remain with the Seller
 - None
6. Mineral rights will:
- pass with the land to the Buyer
 - remain with the Seller
 - None
7. Crops planted at the time of sale will:
- pass with the land to the Buyer
 - remain with the Seller
 - None
8. Water rights will:
- pass with the land to the Buyer
 - remain with the Seller
 - None
 - See Additional in Paragraph 25

9. There is no leasehold interest or tenant's rights in the subject property except as follows: None

10. Land currently zoned as IP-2

11. **SURVEY:** _____ Buyer will, at Buyer's expense, provide a staked boundary survey for the property.
 Seller will, at Seller's expense, provide a staked boundary survey for the property. This survey shall not replace lender's required loan inspection survey, if any, provided at buyer's expense.

12. **DEED AND DOCUMENTS FOR CLOSING:** In the event a title or abstract company prepares a Deed and Affidavit of No Liens and other necessary documents to complete this transaction, the charge for same, in addition to the cost of closing the transaction, shall be shared equally between the Buyer and Seller, but if Lender prohibits Buyer from doing so, Seller shall pay such costs.

13. **EARNEST MONEY:** The Buyer does hereby deposit with N/A (Company Name), earnest money in the form of _____ and in the amount of \$ _____, as a security that the terms and conditions of this Contract shall be fulfilled by the Buyer. Earnest money shall be deposited within five business days after Contract is signed by all parties. Buyer and Seller agree that the Escrow Agent or Listing Broker may retain any interest earned on escrowed funds. Said earnest money shall be applied to the purchase price at closing. In the event this contract fails to close, the earnest money shall be disbursed according to an agreement signed by both parties. In addition to forfeiture of earnest money to Seller or return of earnest money to Buyer, Buyer and Seller shall both have the option of enforcing specific performance of this Contract or any other remedy allowed by law or equity. Pursuant to Kansas Statute 58-3061 (g), the broker can only disburse earnest money 1) pursuant to

written authorization of buyer and seller; 2) pursuant to a court order; or 3) when a transaction is closed according to the agreement of the parties. If a dispute arises over disposition of funds or documents deposited with the escrow agent or the listing broker, Seller and Buyer agree that any attorney's fees, court costs and/or other legal expenses incurred by the escrow agent and any broker in connection with such dispute shall be reimbursed from the earnest money or other funds deposited with the escrow agent or listing broker.

14. **NEW MORTGAGE:** Applicable when the purchase of this property is contingent upon the Buyer obtaining a \$_____ (amount) CONV-FIXED, CONV-ADJ, VA, FHA, OTHER FIRST MORTGAGE LOAN at an initial rate not to exceed _____% plus required Private Mortgage Insurance or VA Funding Fee, and for a term of _____ years. Buyer shall apply for said loan within 7 working days after the Contract is signed by all parties and use every reasonable effort to obtain the above-noted loan. Buyer shall pay for appraisal and credit report fees at loan application. In the event Buyer is unable to obtain such financing on or before _____, the Buyer shall promptly notify the Broker in writing. If the Seller cannot or elects not to assist the Buyer in obtaining the required financing, then the Earnest Money, less accrued expenses, shall be refunded to the Buyer, and this transaction will be null and void.

15. Tax Deferred Exchange Yes No

16. **PRORATION OF TAXES AND RESERVES:** All taxes and special assessments shall be paid from the proceeds of the sale as herein provided. All ad valorem taxes, the current annual installment of special assessments, rentals, homeowner's association dues, and interest, if any, shall be adjusted and prorated as of closing date, unless otherwise agreed. General taxes shall be prorated for the calendar year on the basis of taxes for the previous year unless the previous year's assessed valuation was based on a lesser improved property, in which case said taxes shall be determined from the assessed valuation and the officially-established mill levy prevailing at closing. Special assessments shall be prorated on the basis of the amount (for the calendar year) ascertainable at the time of closing by the closing agent. The Buyer understands that the Buyer is responsible for payment of all ad valorem taxes and special assessments becoming due after the closing date and that Buyer is assuming all unmatured installments of special assessments. Periodic reappraisal, required by law, may result in a change in taxes.

17. The Seller further agrees to convey the above described premises with all the improvements, if any, located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

18. **CLOSING AND POSSESSION:** The parties agree that time is of the essence and the parties agree to make final settlement on or before November 28, 2012. Seller agrees to give possession as follows: At closing

19. **AGENCY DISCLOSURE:** Seller and Buyer acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the Seller, agents of the Buyer, or transaction brokers. Licensees functioning as an agent of the Seller have a duty to represent the Seller's interest and will not be the agent of the Buyer. INFORMATION GIVEN BY THE BUYER TO AN AGENT FOR THE SELLER WILL BE DISCLOSED TO THE SELLER. Licensees functioning as an agent of the Buyer have a duty to represent the Buyer's interest and will not be an agent of the Seller. INFORMATION GIVEN BY THE SELLER TO AN AGENT FOR THE BUYER WILL BE DISCLOSED TO THE BUYER. Licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate the interests of either party. SELLER AND BUYER ACKNOWLEDGE THAT THE REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURES HAVE BEEN FURNISHED TO THEM.

Listing Licensee is functioning as: (check one) Seller's Agent or Designated Seller's Agent (Supervising Broker acts as Transaction Broker) or Transaction Broker, or N/A, Seller(s) is (are) representing themselves
Selling Licensee is functioning as: (check one) Seller's Agent or Buyer's Agent or Designated Seller's Agent (Supervising Broker acts as Transaction Broker) or Designated Buyer's Agent (Supervising Broker acts as Transaction Broker) or Transaction Broker, or N/A, Buyer(s) is (are) representing themselves

20. **REPRESENTATIONS AND RECOMMENDATIONS:** It is hereby agreed and acknowledged by the parties hereto that unless otherwise stated in paragraph 20 24 (Additional Terms and Conditions), neither the listing nor selling brokers, or their agents, employees, or associates have made, on their own behalf, any representations or warranties, expressed or implied, with respect to any element to the subject property. Any information furnished to either party through the Multiple Listing Service or in any property condition report should be independently verified by that party before that party relies on such information. Any representations made herein have been made by the listing/selling brokers based on information supplied by sources believed to be reliable, and brokers and their associates have not assumed any responsibility, directly or indirectly, with respect to any representation or warranties which have been made. Since the selling/listing brokers are acting as brokers only, they shall, under no circumstances, be held liable to either the Seller or Buyer for performance or lack of performance of any other terms or conditions of this Contract, or for damages arising out of or relating to the contents of this Contract or the performance or non-performance of either of the parties to this Contract. Buyer and Seller agree that broker and broker's agents do not have any expertise in evaluating the environmental condition of the property described in paragraph 1, and that broker and broker's agents have made no representation concerning environmental condition except as may be noted in paragraph 20 (Additional Terms and Conditions). Buyer or Seller may retain an environmental inspection firm to inspect the property. Again, it is emphasized that if the parties hereto feel representations have been made, they must set forth specifically and in writing in paragraph 20 25 (Additional Terms and Conditions) if said understood or implied representations are to be effective or enforceable.

21. **INSPECTIONS:** Buyer may, at Buyer's expense, verify the existing zoning is appropriate for Buyer's use, conduct environmental or other inspections within _____ days (14 if left blank), the inspection period, of the effective date of this contract. If Buyer's inspections reveal unacceptable conditions Buyer may cancel this contract and all earnest money shall be returned to Buyer. Or buyer and Seller may negotiate an acceptable resolution of said conditions. If negotiations are not completed successfully within _____ days (5 if left blank) after Seller's receipt of Buyer's offer to renegotiate, either may cancel this contract with written notice to the other. If Buyer fails to conduct inspections and provide a written report from a qualified third party inspector within the inspection period, buyer shall have waived any rights provided by this inspection clause.

22. **BROKERAGE FEES:** The party handling the closing of this transaction is hereby authorized and directed to collect and disburse the brokerage fees at closing.

Buyer's Initials MRK
Date 11-2-12
Date _____

Seller's Initials _____
Date _____
Date _____

23. **LIENS:** Seller represents and warrants that there are no unpaid (whether recorded or not) chattel mortgages, conditional sales contracts, financing statements, or security agreements affecting any fixture, portion of the premises or item of personal property covered by this Contract. Any existing liens upon the premises which the Seller is required to remove under this Contract may be paid and discharged from the sale proceeds upon settlement date.

24. **AGREEMENT APPROVAL:** This Contract constitutes the entire agreement Between the parties and supersedes any previously executed contracts, representations, verbal or written, to buy and/or sell the property. Neither this Contract, nor any interest herein, shall be transferred or assigned by Buyer without the prior written consent of Seller.

25. **ADDITIONAL TERMS AND CONDITIONS:** See attached Addendum.

26. **EXPIRATION:** This offer expires at _____, _____ M., on _____ unless accepted by Seller before that time.
(Time) (Date)

This contract has been approved as a form contract by attorneys from the Kansas Association of REALTORS® for use by its members. This is a legally binding contract when the blanks are completed and Seller and Buyer sign the contract. If not understood, the Kansas Association of REALTORS®, the listing and selling brokers recommend both Seller and Buyer seek the advice of an attorney before signing the completed contract. Additionally, the brokers recommend that Buyer retain an attorney to pass upon the marketability of the title to the property and any other legal questions. Buyer and Seller hereby acknowledge receipt of separate expense itemizations estimating approximate costs to be incurred in acquiring or disposing of this Property.

BUYER *Michael Heckert* SELLER _____

PRINT NAME Michael Heckert PRINT NAME _____

DATE 11-2-12 SS# _____ DATE _____ SS _____

BUYER _____ SELLER _____

PRINT NAME _____ PRINT NAME _____

DATE _____ SS# _____ DATE _____ SS _____

The date and time of final acceptance, the "EFFECTIVE DATE" is: _____

-----FOR OFFICE USE ONLY-----

AGENT _____ AGENT _____

FIRM _____ PHONE _____ FIRM _____ PHONE _____

**ADDENDUM TO REAL ESTATE
PURCHASE CONTRACT**

WHEREAS, a certain Real Estate Sales Purchase was entered into on the 13th day of November, 2012, by and between the City of Pittsburg, Kansas, as Seller, and Michael Heckert, as Buyer.

WHEREAS, said Real Estate Purchase Contract was entered into for the sale, and purchase, of the following described real estate situated in Crawford County, Kansas, to-wit:

Part of the Northwest Quarter (NW $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{2}$) of Section Sixteen (16), Township Thirty (30) South, Range Twenty Five (25) East of the Sixth Principal Meridian, Crawford County, Kansas, according to the United States Government Survey thereof, bounded and described as follows:

Beginning at a point Five Hundred (500) feet South of the Northwest corner of the Southwest Quarter of said section, and running thence South Three Hundred Thirty Seven (337) feet to a point Four Hundred Eighty Three (438) feet North of the Southwest corner of said NW $\frac{1}{2}$ SW $\frac{1}{2}$, thence East Ten Hundred Fifteen (1015) feet, more or less, to the West line of the Right of Way of the Missouri Pacific Railroad Company, formerly the Nevada and Minden Railway Company; thence Northeasterly, along said Right of Way, to a point Five Hundred (500) feet South of the North line of the said SW $\frac{1}{2}$; thence West Thirteen Hundred Eight (1308) feet, more or less, to the point of beginning.

EXCEPT that part conveyed to Crawford County, Kansas, in Quitclaim Deed recorded in Book 359, at page 229 described as follows: Commencing at the Northwest corner of the Southwest Quarter of said section 16; thence Southerly along the section line Five Hundred (500) feet to eh point of beginning; thence Southerly along the section line Three Hundred Thirty Seven (337) feet thence Easterly and parallel to the quarter section line. Forty (40) feet; thence Northeasterly and parallel to the section line One Hundred Five (105) feet; thence North-Northeasterly with an angle of 3°02'41" to the right, Ninety Four and Thirteen Hundredths (94.13) feet; thence in a Northeasterly direction on a curve to the right, the radius of which is Seven Hundred Seventy-Three and Fifty-one Hundredths (773.51) feet, an arc distance of One Hundred Thirty-Nine and Eighteen Hundredths (139.18) feet; thence Westerly and parallel to the quarter section line Fifty Seven and Forty Hundredths (57.40) feet, to the point of beginning.

ALSO EXCEPT that part conveyed to Crawford County, Kansas, in Quitclaim Deed recorded in Book 361, page 641 and described as follows: Utility Easement Beginning at the Northwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of said

section 16, thence Southerly along the Section line, Five Hundred (500) feet; thence Easterly Fifty-Seven and Forty Hundredths (57.40) feet to the point of beginning; thence East Fifty (50) feet; thence South Ten (10) feet; thence West Fifty (50) feet; thence North Ten (10) feet to the place of beginning.

and more commonly known as 2500 North Rouse, Pittsburg, Crawford County, Kansas.

WHEREAS, the parties desire to amend and supplement the terms of said Real Estate Purchase Contract as set forth herein below:

IT IS HEREBY AGREED AND UNDERSTOOD that the following paragraphs, and the terms and conditions provided herein, amend and supplement the terms of said Real Estate Purchase Contract, and are incorporated therein by reference.

25. A. The Buyer acknowledges and agrees that the deed from Seller shall be burdened by two (2) restrictions that shall act as covenants that run with land as follows, to-wit:

(i) Should the Buyer fail to commence construction of a structure for restoring, modifying and sale of vehicles within twelve (12) months from the date of execution of this deed, then the Seller shall have the exclusive right to repurchase the subject real estate from the Buyer for the sole sum of Twenty Thousand Dollars and No Cents (\$20,000.00).

(ii) Any and all areas used for the storage of vehicles by the Buyer shall be fenced and screened from view of the public traveling the public roadways.

25. B. Should the Buyer fail to complete the purchase of the real estate, through no fault of the Seller, the Buyer agrees to reimburse the Seller for its costs and expenses incurred by Seller, including but not limited to, the cost of the title insurance commitment and the survey.

All other terms and conditions of the Real Estate Purchase Contract remain in full force and effect and are unchanged by this Addendum.

City of Pittsburg, Kansas: Seller

Mayor, John Ketterman

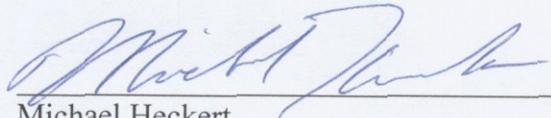
Dated: _____

ATTEST:

Tammy Nagel, City Clerk

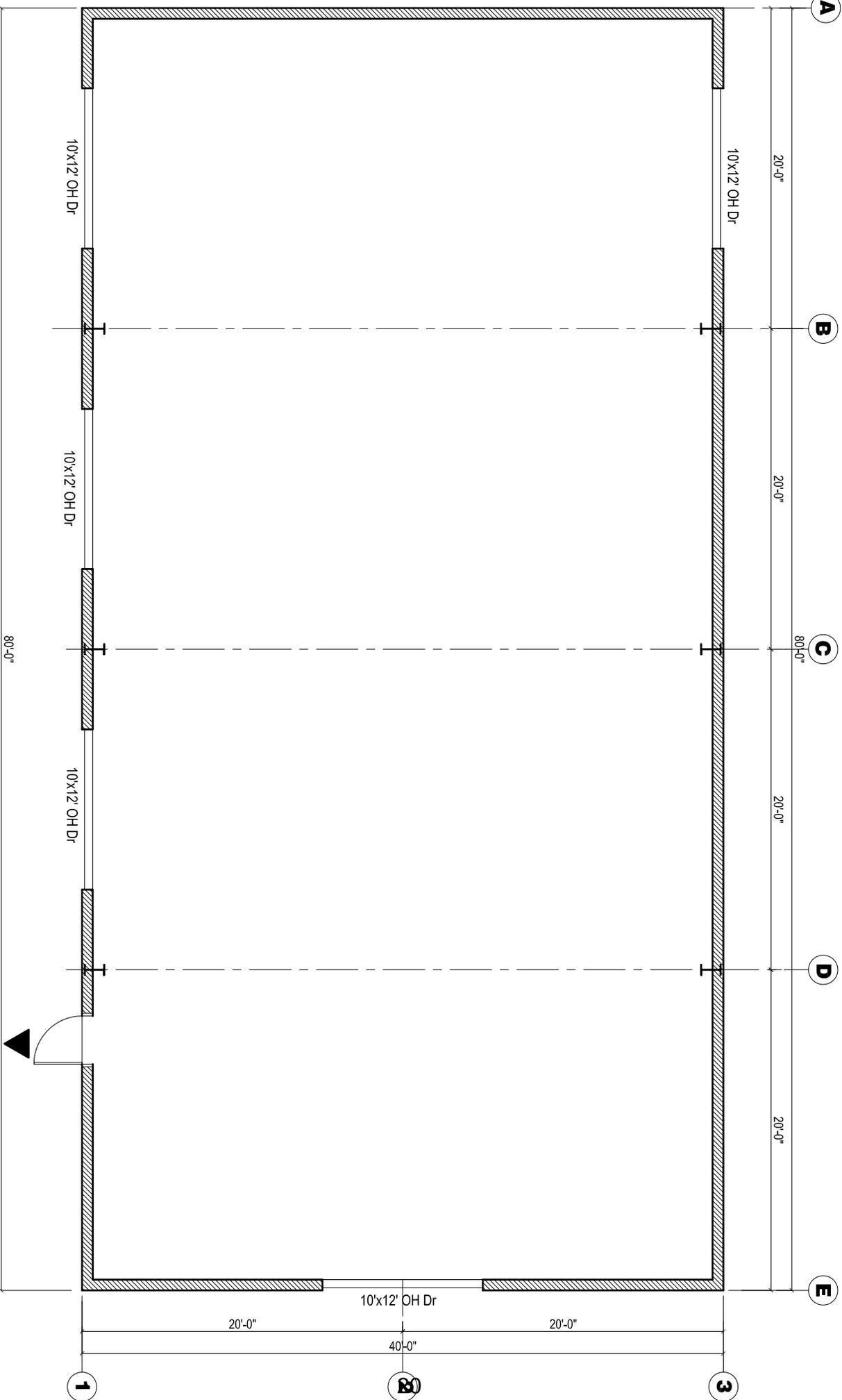
(SEAL)

Michael Heckert: Buyer

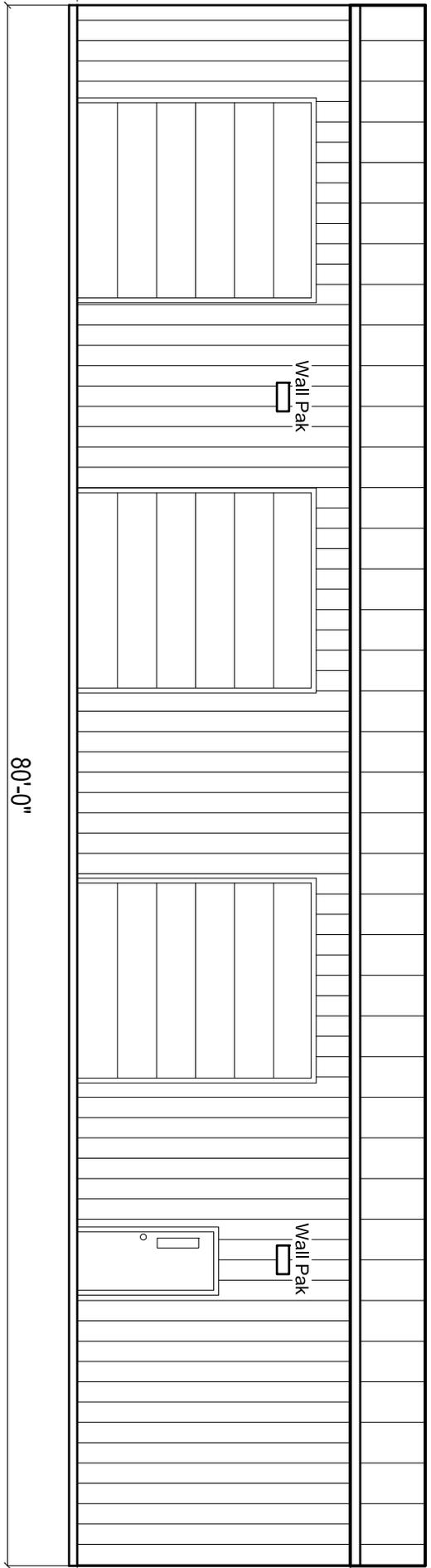


Michael Heckert

Dated: 11-2-12

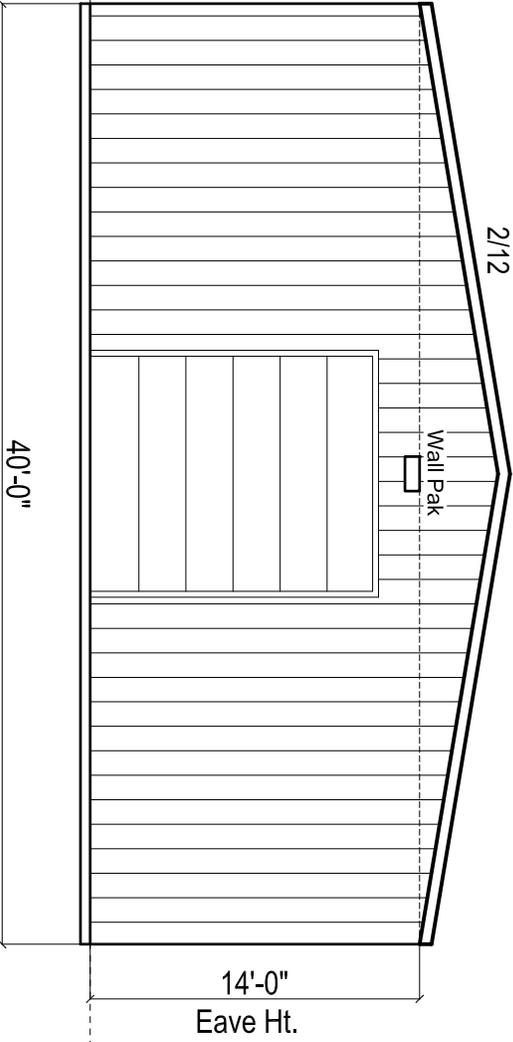


 North
Michael Heckert Building
80'x40'
09.05.12



FRONT ELEVATION

Michael Heckert Building
80'x40'
09.05.12



RIGHT ELEVATION

14'-0"
Eave Ht.

INTEROFFICE MEMORANDUM

To: DARON HALL
From: MARK TURNBULL
CC:
Date: NOVEMBER 7, 2012
Subject: *Agenda Item: November 13, 2012
Alliance for Technology Commercialization Board Appointment*

Lynda Wilkinson, Board Member of Alliance for Technology Commercialization (ATC), has ended her second term on the ATC Board of Directors, leaving a vacancy.

Staff recommends the appointment of Jay Byers to the ATC Board of Directors.

Please approve or disapprove the recommendation and if approved, authorize the Mayor to sign the appropriate documents.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS	R	10/19/2012			169478		63.81
1	GEBHARDT'S	R	10/19/2012			169479		175.00
2877	KDHE - BUREAU OF WATER	R	10/19/2012			169480		320.00
1	LOTTERER, JAY	R	10/19/2012			169481		12.00
6864	MORIDGE MANUFACTURING INC	R	10/19/2012			169482		144.55
0175	REGISTER OF DEEDS	R	10/19/2012			169483		7.00
6023	JOHN T SEAL	R	10/19/2012			169484		200.00
1	STRODE, JEROME	R	10/19/2012			169485		320.00
1108	WESTAR ENERGY	R	10/19/2012			169486		53.97
3516	CITY OF PITTSBURG	R	10/26/2012			169513		300.00
4263	COX COMMUNICATIONS	R	10/26/2012			169514		1,480.32
0497	CRAWFORD COUNTY DISTRICT COURT	R	10/26/2012			169516		36.00
2877	KDHE - BUREAU OF WATER	R	10/26/2012			169517		1,110.00
6914	MAMTC	R	10/26/2012			169518		5,000.00
6734	KYLE ROBISON	R	10/26/2012			169519		55.00
4248	BRIAN SCHOLLES	R	10/26/2012			169520		26.00
1	TEMAAT, JAY	R	10/26/2012			169521		200.00
1108	WESTAR ENERGY	R	10/26/2012			169522		36.11
6967	MISSOURI TRUSS CO	R	10/26/2012			169523		774.00
6918	LAYNE INLINER LLC	R	10/26/2012			169524		13,641.70
0021	CUES	R	10/26/2012			169525		4,381.52
6953	CARL ULEPICH	R	10/26/2012			169526		1,360.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE:10/17/2012 THRU 11/06/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6706	APAC-MISSOURI INC	R	10/26/2012			169527		484,023.33
1	BRIGGS, ZACHARY	R	10/26/2012			169528		100.00
4052	TRAVELERS	R	10/31/2012			169529		1,303.00
2519	EAGLE BEVERAGE CO INC	R	10/31/2012			169530		73.70
6154	4 STATE MAINTENANCE SUPPLY INC	R	11/01/2012			169531		331.20
6952	ADP INC	V	11/01/2012			169532		1,622.28
6952	ADP INC							
6952	ADP INC							
M-CHECK	ADP INC	VOIDED	V 11/01/2012			169532		1,622.28CR
2004	AIRE MASTER	R	11/01/2012			169533		15.45
6192	KATHLEEN CERNE	R	11/01/2012			169534		600.00
5759	COMMUNITY HEALTH CENTER OF SEK	R	11/01/2012			169535		20.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	11/01/2012			169536		59.55
6937	L.B. FOSTER COMPANY	R	11/01/2012			169537		108,781.50
6214	PITT PLASTICS INC	R	11/01/2012			169538		30.68
5969	JOSEPH G POLLARD CO INC	R	11/01/2012			169539		398.24
6948	RANGE SERVANT	R	11/01/2012			169540		2,351.89
6806	RED MUNICIPAL & INDUSTRIAL EQU	R	11/01/2012			169541		497.23
6716	SID BOEDEKER SAFETY SHOE SERVI	R	11/01/2012			169542		459.97
6947	TURNER TRUCKING LLC	R	11/01/2012			169543		1,950.00
6847	VOLVO RENTS INC	R	11/01/2012			169544		85.50
1	EVANS, GABE AND TRACY	R	11/02/2012			169559		500.00
6973	GOLDEN STALLION INC	R	11/02/2012			169560		1,500.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6970	DR MARK L JOHNSON	R	11/02/2012			169561		900.00
0175	REGISTER OF DEEDS	R	11/02/2012			169562		7.00
2714	UTILITY SERVICE COMPANY INC	R	11/02/2012			169563		3,820.00
0011	AMERICAN ELECTRIC INC	E	10/24/2012			999999		973.46
0022	DANKO EMERGENCY EQUIPMENT CO.	E	10/24/2012			999999		208.00
0026	STANDARD INSURANCE COMPANY	D	11/01/2012			999999		1,258.13
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	10/24/2012			999999		4,043.58
0044	CRESTWOOD COUNTRY CLUB	E	10/24/2012			999999		488.44
0046	ETTINGERS OFFICE SUPPLY	E	10/24/2012			999999		1,326.56
0054	JOPLIN SUPPLY COMPANY	E	10/24/2012			999999		4,656.62
0055	JOHN'S SPORT CENTER	E	10/24/2012			999999		39.98
0063	LOCKE WHOLESALE SUPPLY	E	10/24/2012			999999		284.32
0065	KONE INC.	E	10/24/2012			999999		3,672.72
0068	BROOKS PLUMBING LLC	E	10/24/2012			999999		865.78
0074	RUSSELL BELDEN ELECTRIC COMPAN	E	10/24/2012			999999		249.84
0078	SUPERIOR LINEN SERVICE	E	10/24/2012			999999		36.35
0083	WATER PRODUCTS INC	E	10/24/2012			999999		54,517.13
0084	INTERSTATE EXTERMINATOR, INC.	E	10/24/2012			999999		405.00
0101	BUG-A-WAY INC	E	10/24/2012			999999		200.00
0105	PITTSBURG AUTOMOTIVE INC	E	10/24/2012			999999		2,376.99
0109	RANDY VILELA TRUCKING, HAULING	E	10/24/2012			999999		3,120.60
0112	MARRONES INC	E	10/24/2012			999999		109.30

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0113	DITCH WITCH OF KANSAS UNDERCON	E	10/24/2012			999999		204.68
0117	THE MORNING SUN	E	10/24/2012			999999		1,102.86
0129	PROFESSIONAL ENGINEERING CONSU	E	10/24/2012			999999		58,853.10
0133	JIM RADELL CONSTRUCTION INC	E	10/24/2012			999999		29,236.17
0145	BROADWAY LUMBER COMPANY, INC.	E	10/24/2012			999999		574.31
0154	BLUE CROSS & BLUE SHIELD	D	10/19/2012			999999		32,188.74
0154	BLUE CROSS & BLUE SHIELD	D	10/26/2012			999999		18,630.58
0154	BLUE CROSS & BLUE SHIELD	D	11/01/2012			999999		1,258.13
0154	BLUE CROSS & BLUE SHIELD	D	11/02/2012			999999		43,554.49
0154	BLUE CROSS & BLUE SHIELD	D	11/05/2012			999999		26,689.74
0163	O'REILLY AUTOMOTIVE INC	E	10/24/2012			999999		131.21
0177	BOOK WHOLESALERS INC	E	10/24/2012			999999		250.18
0183	PRO-PRINT INC	E	10/24/2012			999999		140.00
0199	KIRKLAND WELDING SUPPLIES	E	10/24/2012			999999		4.50
0200	SHERWIN WILLIAMS COMPANY	E	10/24/2012			999999		645.42
0207	PEPSI-COLA BOTTLING CO OF PITT	E	10/24/2012			999999		104.05
0224	KDOR	D	10/19/2012			999999		476.54
0224	KDOR	D	11/06/2012			999999		5,106.95
0276	JOE SMITH COMPANY, INC.	E	10/24/2012			999999		59.36
0278	LAWSON PRODUCTS INC	E	10/24/2012			999999		98.03
0289	TITLEIST	E	10/24/2012			999999		150.77
0292	UNIFIRST CORPORATION	E	10/24/2012			999999		101.36

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0306	CASTAGNO OIL CO INC	E	10/24/2012			999999		273.20
0312	HACH COMPANY	E	10/24/2012			999999		193.33
0317	KUNSHEK CHAT & COAL CO, INC.	E	10/24/2012			999999		11,299.74
0321	KP&F	D	10/26/2012			999999		311.00
0328	KANSAS ONE-CALL SYSTEM INC	E	10/24/2012			999999		369.60
0329	O'MALLEY IMPLEMENT CO INC	E	10/24/2012			999999		517.24
0335	CUSTOM AWARDS PLUS INC	E	10/24/2012			999999		29.30
0339	GENERAL MACHINERY	E	10/24/2012			999999		2,058.42
0363	FISHER SCIENTIFIC	E	10/24/2012			999999		261.42
0364	CRAWFORD COUNTY SHERIFF	E	10/24/2012			999999		1,592.00
0375	CONVENIENT WATER COMPANY	E	10/24/2012			999999		60.90
0429	LORD ELECTRIC	E	10/24/2012			999999		60.00
0431	SOUND TUNING AND REPAIR	E	10/24/2012			999999		190.00
0455	LARRY BARRETT BODY * FRAME * T	E	10/24/2012			999999		840.80
0504	LYNN PEAHEY COMPANY	E	10/24/2012			999999		94.20
0516	AMERICAN CONCRETE CO INC	E	10/24/2012			999999		779.25
0534	TYLER TECHNOLOGIES INC	E	10/24/2012			999999		4,178.75
0585	MOLLE MC AUTOMOTIVE INC	E	10/24/2012			999999		88.38
0589	BERRY TRACTOR & EQUIPMENT	E	10/24/2012			999999		76.79
0659	PAYNES INC	E	10/24/2012			999999		560.28
0695	BERBERICH TRAHAN & CO PA	E	10/24/2012			999999		2,625.00
0700	NAMES AND NUMBERS	E	10/24/2012			999999		1,352.40

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0704	NEPTUNE RADIATOR AND AUTO	E	10/24/2012			999999		498.32
0709	BATES SALES COMPANY INC	E	10/24/2012			999999		32.06
0752	US SIXTY-NINE HIGHWAY	E	10/24/2012			999999		3,500.00
0805	BROADWAY ANIMAL HOSPITAL	E	10/24/2012			999999		423.50
0808	JD DICKINSON COMPRESSOR	E	10/24/2012			999999		1,658.04
0823	TOUCHTON ELECTRIC INC	E	10/24/2012			999999		136.00
0968	LEE ENTERPRISES	E	10/24/2012			999999		590.50
1030	FREDDY VAN'S INC	E	10/24/2012			999999		900.00
1050	KPERS	D	10/26/2012			999999		872.20
1075	COASTAL ENERGY CORP	E	10/24/2012			999999		16,786.24
1478	KANSASLAND TIRE OF PITTSBURG	E	10/24/2012			999999		465.71
1490	ESTHERMAE TALENT	E	10/24/2012			999999		50.00
1619	MIDWEST TAPE	E	10/24/2012			999999		148.01
1631	EVERYTHING SEW SEW	E	10/24/2012			999999		39.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	10/24/2012			999999		1,767.28
2035	O'BRIEN ROCK CO., INC.	E	10/24/2012			999999		4,015.02
2161	RECORDED BOOKS	E	10/24/2012			999999		72.37
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	10/24/2012			999999		3,186.02
2707	THE LAWNSCAPE COMPANY, INC.	E	10/24/2012			999999		444.00
2767	BRENNTAG SOUTHWEST, INC	E	10/24/2012			999999		1,680.00
2960	PACE ANALYTICAL SERVICES INC	E	10/24/2012			999999		1,822.00
3079	COMMERCE BANK	D	10/26/2012			999999		15,371.36

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3248	AIRGAS USA LLC	E	10/24/2012			999999		120.05
3261	PITTSBURG AUTO GLASS	E	10/24/2012			999999		135.00
3288	HOLIDAY TERRACE LLC	E	10/24/2012			999999		138.00
3971	FASTENAL COMPANY	E	10/24/2012			999999		31.15
3972	WASHINGTON ELECTRONICS INC	E	10/24/2012			999999		783.50
4133	T.H. ROGERS HOMECENTER	E	10/24/2012			999999		44.40
4307	HENRY KRAFT, INC.	E	10/24/2012			999999		173.24
4312	GOLD MECHANICAL INC	E	10/24/2012			999999		428.38
4354	LIFESTYLE LEASING INC	E	10/24/2012			999999		2,500.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	10/24/2012			999999		330.19
4603	KANSAS GOLF AND TURF INC	E	10/24/2012			999999		437.46
4638	SOUND PRODUCTS	E	10/24/2012			999999		46.35
4766	ACCURATE ENVIRONMENTAL	E	10/24/2012			999999		830.74
4970	ERIC VANCE	E	10/24/2012			999999		1,350.00
5185	FERGUSON ENTERPRISES INC (LENE	E	10/24/2012			999999		14,123.20
5215	B&R ELECTRIC LLC	E	10/22/2012			999999		3,014.82
5275	US LIME COMPANY-ST CLAIR	E	10/24/2012			999999		3,820.44
5590	HD SUPPLY WATERWORKS LTD	E	10/24/2012			999999		1,350.00
5648	LAW OFFICE OF JASON WISKE LLC	E	10/24/2012			999999		180.00
5657	TELEDYNE ISCO INC	E	10/24/2012			999999		196.25
5745	COGENT	E	10/24/2012			999999		4,668.20
5855	SHRED-IT USA INC	E	10/24/2012			999999		79.18

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE:10/17/2012 THRU 11/06/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5904	TASC	D	10/26/2012			999999		7,981.71
6137	KEYSTONE LABORATORIES INC	E	10/24/2012			999999		130.00
6175	HENRY C MENGHINI	E	10/24/2012			999999		314.50
6191	MARADETH FREDERICK	E	10/24/2012			999999		975.00
6230	THE MAZUREK LAW OFFICE LLC	E	10/24/2012			999999		363.00
6262	CLEAN THE UNIFORM COMPANY	E	10/24/2012			999999		363.76
6528	GALE GROUP	E	10/24/2012			999999		417.71
6665	MIDWEST SWEEPERS AND SCRUBBERS	E	10/24/2012			999999		251.50
6718	NATIONAL SCREENING BUREAU	E	10/24/2012			999999		202.50
6952	ADP INC	D	10/19/2012			999999		1,281.97
6952	ADP INC	D	10/26/2012			999999		1,622.28

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	44	639,127.50	0.00	637,505.22
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	14	156,603.82	0.00	156,603.82
EFT:	104	272,854.04	109.78CR	272,744.26
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	1,622.28CR	1,622.28CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	163	1,066,963.08	109.78CR	1,066,853.30
BANK: 80144	TOTALS:	163	1,066,963.08	109.78CR	1,066,853.30

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0011	AMERICAN ELECTRIC INC	E	10/29/2012			999999		151.50
0046	ETTINGERS OFFICE SUPPLY	E	11/05/2012			999999		50.44
0055	JOHN'S SPORT CENTER	E	10/29/2012			999999		189.95
0063	LOCKE WHOLESALE SUPPLY	E	11/05/2012			999999		403.33
0075	RYAN'S DRIVE-THRU CLEANER	E	10/22/2012			999999		46.20
0075	RYAN'S DRIVE-THRU CLEANER	E	11/05/2012			999999		32.90
0083	WATER PRODUCTS INC	E	10/29/2012			999999		1,953.08
0088	D & H LEASING INC	E	11/05/2012			999999		285.70
0105	PITTSBURG AUTOMOTIVE INC	E	10/29/2012			999999		19.05
0129	PROFESSIONAL ENGINEERING CONSU	E	10/29/2012			999999		975.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	10/29/2012			999999		14,500.00
0200	SHERWIN WILLIAMS COMPANY	E	10/22/2012			999999		19.09
0200	SHERWIN WILLIAMS COMPANY	E	10/29/2012			999999		2,402.19
0237	JON B. GARRISON	E	10/29/2012			999999		255.80
0339	GENERAL MACHINERY	E	10/29/2012			999999		16.36
0339	GENERAL MACHINERY	E	11/05/2012			999999		792.25
0420	CONTINENTAL RESEARCH CORP	E	10/29/2012			999999		245.72
0476	TRIAD ENVIRONMENTAL SERVICE	E	11/05/2012			999999		1,980.00
0806	JOHN L CUSSIMANIO	E	10/22/2012			999999		232.00
0806	JOHN L CUSSIMANIO	E	11/05/2012			999999		232.00
0866	AVFUEL CORPORATION	E	10/29/2012			999999		29,399.03
1478	KANSASLAND TIRE OF PITTSBURG	E	10/29/2012			999999		771.86

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1490	ESTHERMAE TALENT	E	11/05/2012			999999		25.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	10/29/2012			999999		156.90
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	10/22/2012			999999		28,359.18
2352	DONNA PASHIA	E	10/29/2012			999999		743.02
2767	BRENNTAG SOUTHWEST, INC	E	10/29/2012			999999		3,300.00
2841	KDHE	E	11/05/2012			999999		652.00
2921	CSG SYSTEMS INC	E	10/22/2012			999999		5,488.33
3248	AIRGAS USA LLC	E	10/29/2012			999999		5,947.65
3272	DUNCAN HOUSING LLC	E	10/29/2012			999999		100.00
3802	BRENNTAG MID-SOUTH INC	E	10/29/2012			999999		7,114.90
3884	MARK D. TURNBULL	E	11/05/2012			999999		493.76
4133	T.H. ROGERS HOMECENTER	E	10/22/2012			999999		18.99
4133	T.H. ROGERS HOMECENTER	E	10/29/2012			999999		23.92
4452	RYAN INSURANCE	E	11/01/2012			999999		120,050.00
4501	JAMES D PATTERSON	E	10/29/2012			999999		156.00
4501	JAMES D PATTERSON	E	11/05/2012			999999		70.00
5185	FERGUSON ENTERPRISES INC (LENE	E	10/29/2012			999999		5,338.08
5275	US LIME COMPANY-ST CLAIR	E	10/29/2012			999999		3,861.52
5351	CLEAN HARBORS	E	10/29/2012			999999		1,825.00
5609	RON WHITE	E	10/29/2012			999999		192.50
5855	SHRED-IT USA INC	E	10/29/2012			999999		99.36
6117	ALEXANDER OPEN SYSTEMS INC	E	10/22/2012			999999		2,716.95

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6309	TAMMY FRYE	E	10/22/2012			999999		400.00
6309	TAMMY FRYE	E	11/05/2012			999999		400.00
6402	BEAN'S TOWING & AUTO BODY	E	11/05/2012			999999		1,356.00
6805	WELLNESS INNOVATIONS & NURSING	E	11/05/2012			999999		14,811.22
6816	DEFFENBAUGH OF ARKANSAS LLC	E	10/22/2012			999999		997.55
6822	ELIZABETH BRADSHAW	E	10/29/2012			999999		157.00
6958	CHELSEA N MONTGOMERY	E	10/29/2012			999999		50.00
6959	JERALD L STEFFENHAGEN SR	E	10/29/2012			999999		294.00

* * 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:	52	260,189.99	37.71CR	260,152.28
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:	52	260,189.99	37.71CR	260,152.28
BANK: EFT TOTALS:	52	260,189.99	37.71CR	260,152.28

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4924	MHAK-CMI APARTMENTS INC	R	10/26/2012			169512		276.00
6266	KENNETH JOSEPH BRADY	R	11/01/2012			169545		261.00
6585	CLASS HOMES 1 LLC	R	11/01/2012			169546		139.00
6168	K AND B RENTALS LLC	R	11/01/2012			169547		601.00
1601	GRAIG MOORE	R	11/01/2012			169548		453.00
6517	STACE MORRIS	R	11/01/2012			169549		870.00
1800	DAN RODABAUGH	R	11/01/2012			169550		251.00
6451	NAZAR SAMAN	R	11/01/2012			169551		764.00
3406	JON SCHWENKER	R	11/01/2012			169552		219.00
4636	WESTAR ENERGY, INC. (HAP)	R	11/01/2012			169553		712.00
0109	RANDY VILELA TRUCKING, HAULING	E	11/02/2012			999999		550.00
0140	A&M RENTALS	E	11/02/2012			999999		1,303.00
0266	JOHN S KUTZ	E	11/02/2012			999999		98.00
0372	CONNER REALTY	E	11/02/2012			999999		898.00
0855	CHARLES HOSMAN	E	11/02/2012			999999		364.00
1008	BENJAMIN M BEASLEY	E	11/02/2012			999999		496.00
1231	JOHN LOVELL	E	11/02/2012			999999		259.00
1609	PHILLIP H O'MALLEY	E	11/02/2012			999999		3,889.00
1638	VERNON W PEARSON	E	11/02/2012			999999		421.00
1688	DORA WARE	E	11/02/2012			999999		571.00
1874	HIGHLAND MEADOWS OF KS	E	10/29/2012			999999		442.00
1961	DUSTIN D MAJOR	E	11/02/2012			999999		43.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1982	KENNETH STOTTS	E	11/02/2012			999999		4,029.00
1985	RICK A MOORE	E	11/02/2012			999999		747.00
2304	DENNIS HELMS	E	11/02/2012			999999		481.00
2339	CHRIS WINDSOR	E	11/02/2012			999999		154.00
2398	WILLIAM E SAMSON	E	11/02/2012			999999		413.00
2542	CHARLES YOST	E	11/02/2012			999999		1,394.00
2624	JAMES ZIMMERMAN	E	11/02/2012			999999		573.00
2718	KENNETH B DUTTON	E	11/02/2012			999999		284.00
2850	VENITA STOTTS	E	11/02/2012			999999		446.00
2913	KENNETH N STOTTS JR	E	11/02/2012			999999		259.00
3002	BARBARA MINGORI	E	11/02/2012			999999		369.00
3067	STEVE BITNER	E	11/02/2012			999999		3,877.00
3082	JOHN R JONES	E	11/02/2012			999999		235.00
3114	PATRICIA BURLESON	E	11/02/2012			999999		1,284.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	11/02/2012			999999		432.00
3193	WILLIAM CROZIER	E	11/02/2012			999999		3,249.00
3218	CHERYL L BROOKS	E	11/02/2012			999999		450.00
3252	LINDA S LLOYD	E	11/02/2012			999999		196.00
3272	DUNCAN HOUSING LLC	E	10/29/2012			999999		973.00
3272	DUNCAN HOUSING LLC	E	11/02/2012			999999		7,336.00
3273	RICHARD F THENIKL	E	11/02/2012			999999		1,154.00
3294	JOHN R SMITH	E	11/02/2012			999999		570.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 10/17/2012 THRU 11/06/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3593	REMINGTON SQUARE	E	11/02/2012			999999		6,544.00
3668	MID AMERICA PROPERTIES OF PITT	E	10/29/2012			999999		420.00
3668	MID AMERICA PROPERTIES OF PITT	E	11/02/2012			999999		2,916.00
3708	GILMORE BROTHERS RENTALS	E	11/02/2012			999999		68.00
3724	YVONNE L. ZORNES	E	11/02/2012			999999		315.00
3746	JAROLD BONBRAKE	E	11/02/2012			999999		318.00
3821	JAMES T BLANCHO	E	11/02/2012			999999		375.00
3978	TBSW HOLDINGS, LLC	E	11/02/2012			999999		218.00
4013	KNIGHTS OF COLUMBUS TOWERS	E	10/29/2012			999999		722.00
4054	MICHAEL A SMITH	E	11/02/2012			999999		455.00
4154	JOSEPH L. BOURNONVILLE	E	11/02/2012			999999		452.00
4177	MT RENTALS	E	11/02/2012			999999		497.00
4218	MEADOWLARK TOWNHOUSES	E	11/02/2012			999999		2,127.00
4492	PITTSBURG SENIORS	E	11/02/2012			999999		3,925.00
4546	C & M PROPERTIES LLC	E	11/02/2012			999999		65.00
4564	TERRY L SIMPSON	E	11/02/2012			999999		389.00
4752	S & N MANAGEMENT, LLC	E	11/02/2012			999999		479.00
4786	JENNIFER STANLEY	E	11/02/2012			999999		487.00
4828	LINDA G MARTINSON	E	11/02/2012			999999		154.00
4928	PITTSBURG STATE UNIVERSITY	E	11/02/2012			999999		983.00
5035	ZACK QUIER	E	11/02/2012			999999		244.00
5039	VANETA MATHIS	E	11/02/2012			999999		273.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 10/17/2012 THRU 11/06/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5393	CARLOS ANGELES	E	11/02/2012			999999		912.00
5534	SYCAMORE VILLAGE APARTMENTS	E	10/29/2012			999999		648.00
5549	DELBERT BAIR	E	11/02/2012			999999		266.00
5583	ROBERT L NANKIVELL SR	E	11/02/2012			999999		95.00
5653	PEGGY HUNT	E	11/02/2012			999999		234.00
5656	EARL HARTMAN	E	11/02/2012			999999		434.00
5658	DEANNA J HIGGINS	E	11/02/2012			999999		163.00
5660	HERBERT WARING	E	11/02/2012			999999		42.00
5676	BARBARA TODD	E	11/02/2012			999999		267.00
5817	JAMA ENTERPRISES LLP	E	11/02/2012			999999		253.00
5834	DENNIS TROUT	E	11/02/2012			999999		365.00
5854	ANTHONY A SNYDER	E	11/02/2012			999999		267.00
5875	BRIAN WARE	E	11/02/2012			999999		450.00
5885	CHARLES T GRAVER	E	11/02/2012			999999		500.00
5896	HORIZON INVESTMENTS GROUP INC	E	11/02/2012			999999		157.00
5906	JOHN HINRICHS	E	11/02/2012			999999		186.00
5939	EDNA R TRENT	E	11/02/2012			999999		215.00
5957	PASTEUR PROPERTIES LLC	E	11/02/2012			999999		433.00
5961	LARRY VANBECELAERE	E	11/02/2012			999999		540.00
6002	SALLY THRELFALL	E	11/02/2012			999999		243.00
6032	TIM J. RIDGWAY	E	11/02/2012			999999		1,787.00
6073	REBECCA FOSTER	E	11/02/2012			999999		225.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6090	RANDAL BENNEFELD	E	11/02/2012			999999		625.00
6108	TILDEN BURNS	E	11/02/2012			999999		266.00
6130	T & K RENTALS LLC	E	11/02/2012			999999		839.00
6150	JAMES L COX	E	11/02/2012			999999		266.00
6155	HOUSING AUTHORITY OF DEKALB CO	E	11/02/2012			999999		760.80
6161	MICHAEL J STOTTS	E	11/02/2012			999999		125.00
6172	ANDREW A WACHTER	E	11/02/2012			999999		714.00
6186	TROY ROSENSTIEL	E	11/02/2012			999999		514.00
6284	FRED TWEET	E	11/02/2012			999999		271.00
6294	RONALD E WUERDEMAN	E	11/02/2012			999999		407.00
6295	DAVID L PETERSON	E	11/02/2012			999999		852.00
6298	KEVAN L SCHUPBACH	E	11/02/2012			999999		5,504.00
6306	BALKANS DEVELOPMENT LLC	E	11/02/2012			999999		352.00
6317	RONALD L EMERSON	E	11/02/2012			999999		167.00
6380	WAYNE E THOMPSON	E	11/02/2012			999999		520.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	10/29/2012			999999		1,350.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	11/02/2012			999999		4,493.00
6441	HEATHER D MASON	E	11/02/2012			999999		267.00
6442	MELISSA BERMAN	E	11/02/2012			999999		525.00
6443	MEDICALODGES INC	E	11/02/2012			999999		162.00
6446	HUTCHINS RENTAL TRUST ACCOUNT	E	11/02/2012			999999		165.00
6464	CBM REAL ESTATE GROUP LLC	E	10/29/2012			999999		525.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6464	CBM REAL ESTATE GROUP LLC	E	11/02/2012			999999		1,050.00
6507	MARTHA E MOORE	E	11/02/2012			999999		274.00
6628	SEAN HALL	E	11/02/2012			999999		308.00
6633	CHRISTINA OBERLE	E	11/02/2012			999999		82.00
6657	OZARKS AREA COMMUNITY ACTION C	E	11/02/2012			999999		455.10
6673	JUDIITH A COLLINS	E	11/02/2012			999999		20.00
6708	CHARLES MERTZ	E	11/02/2012			999999		437.00
6726	JEPSON HOLDINGS LLC	E	11/02/2012			999999		71.00
6753	REBECCA SPONSEL	E	11/02/2012			999999		550.00
6763	BRETT A WARY	E	11/02/2012			999999		571.00
6769	DAVID SIMPSON (408)	E	11/02/2012			999999		581.00
6799	KEVIN KITTERMAN	E	11/02/2012			999999		304.00
6803	MIKE GARRETT RENTALS LLC	E	11/02/2012			999999		309.00
6868	DAVID SIMPSON (308)	E	11/02/2012			999999		445.00
6886	DELBERT BAIR	E	11/02/2012			999999		144.00
6905	JENNIFER M TRISLER	E	11/02/2012			999999		348.00
6908	BRANDON DEMO	E	11/02/2012			999999		248.00
6915	STILWELL HERITAGE & EDUCATIONA	E	10/29/2012			999999		200.00
6916	STILWELL HERITAGE & EDUCATIONA	E	11/02/2012			999999		5,466.00
6945	JAMES M KUKOVICH	E	11/02/2012			999999		570.00
6971	PAMELA BEER	E	11/02/2012			999999		588.00
6972	TAVARRA HORN	E	11/02/2012			999999		15.00

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:		10	4,546.00		0.00		4,546.00
	HAND CHECKS:		0	0.00		0.00		0.00
	DRAFTS:		0	0.00		0.00		0.00
	EFT:		122	102,052.90		0.00		102,052.90
	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:	132	106,598.90		0.00		106,598.90
BANK: HAP	TOTALS:		132	106,598.90		0.00		106,598.90

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	10/26/2012			000000		13,136.67
0321	KP&F	D	10/26/2012			000000		33,818.97
0728	ICMA	D	10/26/2012			000000		1,486.23
1050	KPERS	D	10/26/2012			000000		28,107.71
3147	INTERNAL REVENUE SERVICE CENTE	D	10/26/2012			000000		63,179.24
6415	ING FINANCIAL ADVISORS	D	10/26/2012			000000		3,234.00
6627	AMERICAN FUNDS SERVICE COMPANY	D	10/26/2012			000000		230.77
0349	UNITED WAY OF CRAWFORD COUNTY	R	10/26/2012			169507		88.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	10/26/2012			169508		209.28
2228	KANSAS PAYMENT CENTER	R	10/26/2012			169509		2,128.97
2577	OK CENTRALIZED SUPPORT REGISTR	R	10/26/2012			169510		130.97
6943	VALENTINE & ZIMMERMAN	R	10/26/2012			169511		241.52
0028	PAYROLL CLEARING	E	10/26/2012			999999		83,781.91

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		5	2,798.74	0.00	2,798.74
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		7	143,193.59	0.00	143,193.59
EFT:		1	83,781.91	0.00	83,781.91
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: PY	TOTALS:	13	229,774.24	0.00	229,774.24
BANK: PY	TOTALS:		13	229,774.24	0.00	229,774.24
REPORT TOTALS:			360	1,663,526.21	147.49CR	1,663,378.72

Passed and approved this 13th day of November, 2012.

John Ketterman, Mayor

ATTEST:

Tammy Nagel, City Clerk

RESOLUTION NO. 1130

RESOLUTION OF
INTENT TO CONSIDER ESTABLISHING AN ORGANIZED RESIDENTIAL SOLID
WASTE COLLECTION SERVICE WITHIN THE CITY LIMITS OF
THE CITY OF PITTSBURG, KANSAS

WHEREAS, the governing body has the authority to establish an organized residential solid waste collection service within the boundaries of the City of Pittsburg, Kansas; and

WHEREAS, notice of a public hearing to be held November 13, 2012 beginning at 5:30 p.m., or as soon thereafter as the governing body's schedule allows, to consider passage of a resolution of intent to consider establishing an organized residential solid waste collection service was published in The Morning Sun on October 6, 2012 and mailed to all licensees or other persons operating solid waste or recycling collection services in the City.

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

The City of Pittsburg, Kansas hereby resolves that it intends to consider establishing an organized residential solid waste collection service within the boundaries of the City of Pittsburg, Kansas in accordance with K.S.A. 12-2036.

The City of Pittsburg, Kansas desires to achieve the following goals, and provides the following reasons, for establishing an organized residential solid waste collection service, to-wit:

- A) Assist with ongoing efforts and programs to beautify the city and clean up its residential neighborhoods;
- B) Eliminate the dumping of residential solid waste in vacant lots and commercial, industrial and municipal dumpsters;
- C) Eliminate the dumping of residential solid waste into the city sanitary sewer system;
- D) Ensure that every residence has solid waste collection service on a regular periodic basis;
- E) Prohibit solid waste collection in city alley ways;
- F) Establish mandatory bulk item collection on a regular periodic basis;
- G) Reduce wear and tear on city streets caused by multiple solid waste collection vehicles operating on the same streets on multiple days of the week;

H) Establish a uniform residential solid waste collection billing system for city residents;

I) Establish a uniform solid waste disposal fee for solid waste collection from city residences;

J) Provide a sufficient interim time period between development of a residential solid waste collection plan and commencement of such plan to permit the city licensed solid waste collection operators to adapt to organized residential solid waste collection in the city;

K) Determine the cost to the city of establishing a uniform billing system for residential solid waste collection and disposal and determine the justification for franchise fee, if any, to be collected by the city;

L) Determine whether residential solid waste collection should include curb side recycling; and

M) Determine whether containers for residential solid waste should be uniform.

BE IT FURTHER RESOLVED, that the City shall develop a plan for an organized residential solid waste collection service within the boundaries of the City of Pittsburg, Kansas inviting participation of all interested persons in the planning and establishing of the organized residential solid waste collection service including all licensees or other persons operating solid waste or recyclables collection services in the city within ninety (90) days from the date of adoption of this Resolution.

BE IT FURTHER RESOLVED, the City shall provide thirty (30) days notice prior to the hearing on the proposed plan to all licensees or other persons operating solid waste collection or recyclables service within the City.

IT IS SO RESOLVED.

ADOPTED BY the governing body of the City of Pittsburg, Kansas, this 13th day of November, 2012.

Mayor, John Ketterman

ATTEST:

City Clerk, Tammy Nagel