

## Table of Contents

Agenda . . . . .	4
Approval of the November 13, 2012, City Commission Meeting minutes. 11-13-12 Minutes . . . . .	8
Approval of staff recommendation to extend the Colonial Fox Theatre's facade grant until April 30, 2013. Colonial Fox . . . . .	15
Approval of staff recommendation to reappoint April Wilkes to a second term and appoint Pat Clement, Lora Grooms and John Kutz to first terms as members of the Memorial Auditorium and Convention Center Advisory Board effective January 1st, 2013 and to expire December 31, 2016. Advisory Board Memorandum . . . . .	17
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, Jefferson to 2nd Street, and authorize the Mayor to sign Supplemental Agreement No. 1 on behalf of the City of Pittsburg. KDOT Suppl Agreement Memo . . . . .	18
KLINK Resurfacing Project Supplemental Agreement . . . . .	19
Approval of Supplemental Agreement No. 1 to the Agreement dated December 12, 2011 between the City of Pittsburg and Professional Engineering Consultants, P.A. for modification to scope of work for the design of the Armory Storm Shelter, and authorize the Mayor to sign Supplemental Agreement No. 1 on behalf of the City of Pittsburg. PEC Storm Shelter Supplemental Agreement Memo . . . . .	21
PEC Storm Shelter Supplemental Agreement . . . . .	22
Approval of Agreement No. 273-12 between the City of Pittsburg and the Kansas Department of Transportation to participate in funding a Geometric Improvements and Installation of Right Turn Lane Project at the intersection of Broadway and Centennial, and authorize the Mayor to sign the Agreement on behalf of the City of Pittsburg. Broadway and Centennial KDOT Agreement Memo . . . . .	23
Broadway and Centennial Agreement - Geometric Improvements . . . . .	24
Approval of Change Order No. 1 reflecting an increase of \$3,633.00 making a new contract construction amount of \$138,003.00 and final payment in the amount of \$25,395.00 to Freddy Van's, Inc., of Pittsburg, Kansas, for the 7th Street Storm Sewer Replacement Project. 7th Street Storm Sewer Replacement Final Payment Memo . . . . .	38
7th Street Storm Sewer Final Payment Docs . . . . .	39

Approval of staff recommendation to award the bids for the second round of the Home Rehabilitation Program as follows: 444 East 27th to D&D Construction in the amount of \$18,100, 206 North Rouse to Nance Construction in the amount of \$24,450, and 513 East 8th Street to Ewing Construction in the amount of \$19,600.

Agenda Memo - Home Group #2 . . . . . 42  
 Bid Tab Sheet Round #2 . . . . . 43

Approval of staff recommendation to grant a loan to Wanda Roth at 206 North Rouse in the amount of \$3,650 at 2% interest with payment of \$24.93/month for a period of 14 years and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.

Agenda Memo-Loan . . . . . 44

Approval of the Appropriation Ordinance for the period ending November 27, 2012, subject to the release of HUD expenditures when funds are received.

CHECK LIST . . . . . 45

**WATER TREATMENT PLANT EMERGENCY GENERATOR AND ODOR CONTROL** - The City has given notice of a Public Hearing to be held on Tuesday, November 27th, 2012, at 5:30 p.m., in the City Commission Room located in the Law Enforcement Center at 201 N. Pine, regarding a proposed loan in an amount not to exceed \$1,800,000.00 to be taken by the City of Pittsburg from the Kansas Public Water Supply Loan Fund administered by the Kansas Department of Health and Environment pursuant to K.S.A. 65-163c et seq to finance certain modifications and improvements to the City's water supply and distribution system, and to pay Loan origination costs and interest during construction of the Project.

WTP Generator and Odor Control Public Hearing Memo . . . . . 56  
 Notice of Public Hearing . . . . . 58  
 KPWSLF Project No 2794 Loan Application . . . . . 59

**RESOLUTION NO. 1131** - Approval of Resolution No. 1131 authorizing the completion of an application to the Kansas Department Of Health and Environment regarding a loan from the Kansas Public Water Supply Loan Fund.

Resolution to Submit Application (WTP Generator & Odor Control) . . . . . 67

**BOARD OF ZONING APPEALS APPOINTMENT** - The term of Tim Bailey as a member of the Board of Zoning Appeals expires December 31, 2012. Mr. Bailey is serving a second term and is not eligible to serve another term on this Board.

BZA Appointment Memo . . . . . 69  
 BZA List of Candidates . . . . . 70

**AIRPORT ADVISORY COMMITTEE APPOINTMENT/REAPPOINTMENT** - The terms of Nathan Keizer (user), Ron Long (user) and Clifford Hix (non-user) as members of the Airport Advisory Committee expire December 31, 2012. Both Mr. Keizer ad Mr. Long are eligible for reappointment. Mr. Hix is not eligible for an additional term on this Board.

AAC Appointment Memo . . . . . 72

AAC List of Candidates (Non Users) . . . . .	74
PLANNING AND ZONING COMMISSION	
APPOINTMENT/REAPPOINTMENT - The terms of Gary Falcetto, Laura Klusener and Brian Sullivan as members of the Planning and Zoning Commission expire December 31, 2012. Mr. Sullivan is eligible for reappointment. Both Mr. Falcetto and Ms. Klusener are not eligible for reappointment.	
PZC Appointment Memo . . . . .	75
PZC Candidates . . . . .	76

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, November 27, 2012**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

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

**CONSENT AGENDA:**

- a. Approval of the November 13, 2012, City Commission Meeting minutes.
- b. Approval of staff recommendation to extend the Colonial Fox Theatre's facade grant until April 30, 2013.
- c. Approval of staff recommendation to reappoint April Wilkes to a second term and appoint Pat Clement, Lora Grooms and John Kutz to first terms as members of the Memorial Auditorium and Convention Center Advisory Board effective January 1st, 2013 and to expire December 31, 2016.
- d. Approval of the applications submitted by Four Oaks Golf Course (910 Memorial Drive), Rhodes Grocery, Inc. (310 East Centennial), Wal-Mart #72 (2710 North Broadway), Casey's General Store #2962 (434 West 4th Street), Casey's General Store #2961 (612 South Broadway), Casey's General Store #2893 (2912 North Broadway), Pump N Pete's (4002 North Broadway), Pump N. Pete's (1711 North Broadway), Walgreens #9049 (1911 North Broadway) and Bo's 1 Stop, Inc. (1116 West 4th Street) to sell Cereal Malt Beverages for the year 2013 and direct the City Clerk to issue the licenses.
- e. 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, Jefferson to 2nd Street, and authorize the Mayor to sign Supplemental Agreement No. 1 on behalf of the City of Pittsburg.

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, November 27, 2012**  
**5:30 PM**

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- f. Approval of Supplemental Agreement No. 1 to the Agreement dated December 12, 2011 between the City of Pittsburg and Professional Engineering Consultants, P.A. for modification to scope of work for the design of the Armory Storm Shelter, and authorize the Mayor to sign Supplemental Agreement No. 1 on behalf of the City of Pittsburg.
- g. Approval of Agreement No. 273-12 between the City of Pittsburg and the Kansas Department of Transportation to participate in funding a Geometric Improvements and Installation of Right Turn Lane Project at the intersection of Broadway and Centennial, and authorize the Mayor to sign the Agreement on behalf of the City of Pittsburg.
- h. Approval of Change Order No. 1 reflecting an increase of \$3,633.00 making a new contract construction amount of \$138,003.00 and final payment in the amount of \$25,395.00 to Freddy Van's, Inc., of Pittsburg, Kansas, for the 7th Street Storm Sewer Replacement Project.
- i. Approval of staff recommendation to award the bids for the second round of the Home Rehabilitation Program as follows: 444 East 27th to D&D Construction in the amount of \$18,100, 206 North Rouse to Nance Construction in the amount of \$24,450, and 513 East 8th Street to Ewing Construction in the amount of \$19,600.
- j. Approval of staff recommendation to grant a loan to Wanda Roth at 206 North Rouse in the amount of \$3,650 at 2% interest with payment of \$24.93/month for a period of 14 years and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.
- k. Approval of the Appropriation Ordinance for the period ending November 27, 2012, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

**SPECIAL PRESENTATION:**

- a. PARTNERSHIP OPPORTUNITY - Representatives from Pittsburg State University will provide information on a public/private partnership opportunity. **Take that action deemed appropriate.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, November 27, 2012**  
**5:30 PM**

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**PUBLIC HEARING:**

- a. WATER TREATMENT PLANT EMERGENCY GENERATOR AND ODOR CONTROL - The City has given notice of a Public Hearing to be held on Tuesday, November 27th, 2012, at 5:30 p.m., in the City Commission Room located in the Law Enforcement Center at 201 N. Pine, regarding a proposed loan in an amount not to exceed \$1,800,000.00 to be taken by the City of Pittsburg from the Kansas Public Water Supply Loan Fund administered by the Kansas Department of Health and Environment pursuant to K.S.A. 65-163c et seq to finance certain modifications and improvements to the City's water supply and distribution system, and to pay Loan origination costs and interest during construction of the Project. **Following Public Hearing, take that action deemed appropriate.**

**CONSIDER THE FOLLOWING:**

- a. RESOLUTION NO. 1131 - Approval of Resolution No. 1131 authorizing the completion of an application to the Kansas Department Of Health and Environment regarding a loan from the Kansas Public Water Supply Loan Fund. **Approve or disapprove Resolution No. 1131 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
- b. BOARD OF ZONING APPEALS APPOINTMENT - The term of Tim Bailey as a member of the Board of Zoning Appeals expires December 31, 2012. Mr. Bailey is serving a second term and is not eligible to serve another term on this Board. **Appoint one new member to serve a First Term effective January 1, 2013 and to expire December 31, 2015.**
- c. AIRPORT ADVISORY COMMITTEE APPOINTMENT/REAPPOINTMENT - The terms of Nathan Keizer (user), Ron Long (user) and Clifford Hix (non-user) as members of the Airport Advisory Committee expire December 31, 2012. Both Mr. Keizer ad Mr. Long are eligible for reappointment. Mr. Hix is not eligible for an additional term on this Board. **Reappoint Nathan Keizer and Ron Long to a Second Term effective January 1, 2013 and to expire December 31, 2015 and appoint one new member (non-user) to a First Term effective January 1, 2013 and to expire December 31, 2015.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, November 27, 2012**  
**5:30 PM**

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- d. PLANNING AND ZONING COMMISSION APPOINTMENT/REAPPOINTMENT  
- The terms of Gary Falcetto, Laura Klusener and Brian Sullivan as members of the Planning and Zoning Commission expire December 31, 2012. Mr. Sullivan is eligible for reappointment. Both Mr. Falcetto and Ms. Klusener are not eligible for reappointment. **Reappoint Mr. Sullivan to a Second Term effective January 1, 2013 and to expire December 31, 2015 and appoint two new members to a First Term effective January 1, 2013 and to expire December 31, 2015.**
  
- e. DATE FOR SECOND CITY COMMISSION MEETING IN DECEMBER -  
Consider selecting an alternate date for the second meeting in December (regularly scheduled for December 25), and if necessary, schedule a Special Meeting for the selected date. **Select a date for the second City Commission Meeting in December. Motion to cancel the December 25, 2012, meeting and call a Special Meeting for the date determined.**

**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 30 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  
November 13<sup>th</sup>, 2012

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A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, November 13<sup>th</sup>, 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.

Aric Bokker of Via Christi provided the invocation.

Mayor Ketterman led the flag salute.

APPROVAL OF MINUTES – OCTOBER 23<sup>rd</sup>, 2012 – On motion of Beezley, seconded by Draper, the Governing Body approved the October 23<sup>rd</sup>, 2012, City Commission Meeting minutes as submitted. Motion carried.

DISPOSITION OF BIDS – WASTEWATER TREATMENT PLANT ROOF REPAIRS – On motion of Beezley, seconded by Draper, the Governing Body approved 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 authorized the Mayor to sign the contract documents once prepared. Motion carried.

LAND PURCHASE CONTRACT – MIKE HECKERT – On motion of Beezley, seconded by Draper, the Governing Body approved 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 authorized the Mayor to sign the appropriate documents. Motion carried.

ALLIANCE FOR TECHNOLOGY COMMERCIALIZATION BOARD OF DIRECTORS APPOINTMENT – On motion of Beezley, seconded by Draper, the Governing Body appointed 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. Motion carried.

APPROPRIATION ORDINANCE – On motion of Beezley, seconded by Draper, the Governing Body approved the Appropriation Ordinance for the period ending November 13<sup>th</sup>, 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.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
November 13<sup>th</sup>, 2012

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SUPPLEMENTAL AGREEMENT NO. 1 – KLINK RESURFACING PROJECT – Consideration 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 was tabled until a future meeting.

HEALTH INSURANCE RENEWAL AND WELLNESS PROGRAM UPDATE AND WINS UPDATE – Following a presentation by Director of Human Resources Megan Fry regarding the 2013 health insurance renewal contract with Blue Cross Blue Shield of Kansas and the City's wellness program, on motion of Gray, seconded by O'Bryan, the Governing Body approved the 2013 health insurance renewal contract with Blue Cross Blue Shield of Kansas with an 8% increase over the 2012 contract. Motion carried.

PUBLIC HEARING – Following Public Hearing, on motion of O'Bryan, seconded by Gray, the Governing Body approved Resolution No. 1130 to consider establishing an organized residential solid waste collection service within the boundaries of the City of Pittsburg, Kansas, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried with Commissioners Draper and Ketterman voting in opposition.

City Manager Daron Hall outlined the goals of the Resolution of Intent as follows:

- 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;

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
November 13<sup>th</sup>, 2012

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- 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.

Mr. Hall listed the members of the Solid Waste Task Force. He explained that the task force will have their first meeting on November 28th from 6:00 p.m. until 8:00 p.m. in the Court Room of the Law Enforcement Center. All task force meetings will be open to the public, will be televised and will be re-played on Channel 6.

City Attorney Henry Menghini explained that in order for the City to take action on any suggestions that come from the Solid Waste Task Force, a Resolution of Intent must first be adopted. He stated that the passage of the Resolution of Intent starts a ninety day period in which the City can hear and vote on a solid waste plan.

Charlie and Carol Maransani, owners of Short's Trash Service, spoke in opposition to trash service being bid out and in opposition to the city being divided into quadrants for trash service. Ms. Maransani requested her husband be included as a representative on the task force.

Ilene Bolan, 716 East 10th Street, inquired as to why people are not arrested for illegal dumping. City Manager Hall encouraged Ms. Bolan to continue calling the police department when she witnesses illegal dumping.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
November 13<sup>th</sup>, 2012

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Marian Miller, representing Lloyd's Trash Service, 2905 North Old Rouse Street, provided Commissioners with a list of over 700 customers who would like to retain Lloyd's Trash Service as their provider. Ms. Miller requested a list of addresses that constitute the 30% of properties that do not have trash service.

Bob Torbett, 112 East 20th Street, stated that he is opposed to changing the way in which trash service is operated in the City. He indicated that he is concerned that the fee for trash service will increase over what citizens are currently paying.

Daryl Gaddy, #3 Twin Lakes Court, requested that local haulers be "grandfathered" in and not put out of business.

Ralph McGeorge, 2301 North Rouse, stated that the City does not have a trash problem, but rather a codes enforcement problem. He suggested the commission direct that only that single axle trucks be used for trash collection, which would cause less damage to City streets. He recommended that each small hauler have a representative on the Solid Waste Task Force.

Gloria Baldwin, 1402 East 14th Street, stated that she believes littering is a major problem in Pittsburg. She cited the example of people putting loose debris in the back of their pickup trucks, which blows out when they are driving. She indicated that large trash haulers don't have the customer service skills that the smaller, local haulers have. She stated that she supports recycling.

Bill Duffy, 1123 South 220<sup>th</sup> Street, stated that he did not agree with citizens placing trash in the water supply. He suggested the holes in the water system be repaired. He questioned how many people in town are dissatisfied with their trash service. Mr. Duffy indicated that he does not wish to have his water bill tied to a trash service that he does not select.

Chris Norris, 757 South 196<sup>th</sup> Street, representing Norris Trash Service, stated that he does not see a lot of trash in yards. He does see large, discarded items that need to be hauled away. Mr. Norris suggested the city send letters to property owners directing them to clean up debris in their yards. If property owners don't respond, he suggested the City clean the property and charge the owner. He suggested the City encourage alley pick-up of solid waste, as alleys may be cheaper to maintain than streets.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
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November 13<sup>th</sup>, 2012

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Gayla Slemp, 302 North Linn Street, Frontenac, stated that she was not happy with a large, out-of-town hauler and changed to a local hauler, one that she is happy with. She agreed that the City needs to be cleaned up; she just suggested it be done in a different manner. She also spoke in opposition to littering.

Jim Herbert, 1708 West Quincy, stated that he supports the local solid waste haulers. Mr. Herbert said that he does not believe littering is a major problem in Pittsburg.

Blake Benson, 117 West 4<sup>th</sup> Street, on behalf of the Pittsburg Area Chamber of Commerce, applauded the City for slowing the process down to 90 days and taking time to review the trash service in Pittsburg. He reiterated that the Committee meetings will be held in public settings and will be televised. Mr. Benson encouraged citizens to contact him with questions and concerns they may have regarding the process.

John Sheward, 206 West Euclid, stated that he does not see that there is a problem with the trash service in Pittsburg.

Kelly Downy, 207 West Euclid, suggested the four local haulers take over the city trash service for the City and eliminate the large haulers.

It was determined that all local haulers would be included as members of the Solid Waste Task Force.

Joyce David, 414 West 7th Street, stated that she supports her local hauler and appreciates the customer service they provide.

Lois Lawrence, 101 East Creager Street, Frontenac, said that she does not believe that Pittsburg has a trash issue when compared to cities in California. Ms. Lawrence said that the citizens of Pittsburg should have a say in the solid waste issue.

An unidentified female stated that she concerned that her husband, who is employed by a local hauler, will lose his job, if the large, out of town haulers take over solid waste service in Pittsburg.

Chris Kelly, 1002 Kelly Drive, representing Pittsburg State University, echoed the support for local businesses and supports the slowing of the process in which the solid waste issue will be considered.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
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November 13<sup>th</sup>, 2012

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Jeanne Gaddy, 310 West Atkinson, asked who she will call when her trash is not picked up as scheduled. She stated that she hopes the Commission makes their decision based on what the citizens want, not necessarily what the Committee recommends.

Paula Elsasser, 408 West 4th Street, spoke in favor of trash being removed from receptacles placed in alleys. She prefers small haulers who work with customers on payment plans.

Candice Gibson, 209 West 10th Street, inquired what impact the proposed trash service will have on the local recycling center. She asked what will happen to citizens who share trash service with their neighbors or relatives.

Mayor Ketterman reiterated that there is no intent to hurt the local haulers. He aged participation in the Solid Waste Task Force meetings.

Commissioner Draper stated that he is not in agreement with the Resolution as he can not guarantee the citizens that the trash service will not be put out to bid in the future.

Commissioner Beezley inquired if preliminary discussion needs to be held before the Committee begins working on the issues.

Commissioner O'Bryan stated that taking the next step is only a step, and a talking point. He suggested the process continue as proposed.

Commissioner Beezley said she does not want people to worry about the outcome and be nervous about losing their jobs.

Commissioner Gray stated that he supports local business. He indicated that the task force will allow the City to evaluate the trash service and enforcement - and determine how to work together to solve the problems. He stated that it is not a bad thing to raise the bar, that there are places where the City can improve, as well.

Mayor Ketterman reaffirmed that there will be no bidding for trash service. He stated that the process outlined in the Resolution of Intent could be beneficial, especially with all small local haulers represented on the task force.

EXECUTIVE SESSION - On motion of Draper, seconded by Beezley, the Governing Body recessed into Executive Session not to exceed 45 minutes for discussion regarding personnel matters of non-elected personnel. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
November 13<sup>th</sup>, 2012

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The Governing Body recessed into Executive Session at 7:40 p.m.

The Governing Body reconvened into Regular Session at 8:19 p.m.

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

ADJOURNMENT: On motion of O'Bryan, seconded by Draper, the Governing Body adjourned the meeting at 8:20 p.m. Motion carried.

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John Ketterman, Mayor

ATTEST:

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Tammy Nagel, City Clerk

## INTEROFFICE MEMORANDUM

**To:** DARON HALL  
**From:** MARK TURNBULL  
**CC:**  
**Date:** NOVEMBER 21, 2012  
**Subject:** *Agenda Item: November 27, 2012  
Colonial Fox Façade Grant Extension*

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I received an e-mail from Vonnie Corsini requesting an additional extension for the property located at 409 N. Broadway Street on Wednesday, October 24<sup>th</sup>. The Façade Grant was signed on April 26, 2011. The first extension expired on Friday, October 26<sup>th</sup>.

The evaluation went before the Economic Development Advisory Committee as per #21 of the Phase II Guidelines for Façade Improvement Grants:

*21. Exceptions to these guidelines may be made, based on unique circumstances, after review and recommendation by the Economic Development Advisory Committee (EDAC), subject to final approval by the City Commission.*

The Economic Development Advisory Committee approved recommendation to the City Commission to grant an extension with no quorum.

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



# COLONIAL FOX THEATRE FOUNDATION

407 N. Broadway • P.O. Box 33 • Pittsburg, Kansas  
(620) 235-0622 • info@colonialfox.org

October 24, 2012

Economic Development Advisory Committee  
Mark Turnbull  
201 West 4<sup>th</sup>  
Pittsburg, KS 66762

Re: Exception Request

Dear Economic Development Advisory Committee Members,

First, please allow me to once again thank you for this opportunity to receive a City of Pittsburg Façade Grant. We appreciate the support and faith you have shown in this project.

We come to you today with a final request for an exception to paragraph eight (8) of the Façade Grant Guidelines. We entered into a contract with Home Center Construction on October 16, 2012, to complete the \$320,000 project for which we have been awarded this Façade Grant. Once HCC has secured the appropriate permits and are able to begin work, they will have the project completed in 180 days.

We respectfully request an extension to April 30, 2013 to complete this project and we ask that you please recommend this grant extension on our behalf to the City Commissioners.

Sincerely,

A handwritten signature in blue ink that reads "Vonnice Corsini". The signature is written in a cursive, flowing style.

Vonnice Corsini  
Executive Director

Cc: Gina Pinamonti, President, CFTF  
Daron Hall, City Manager  
Judy Westhoff, Director, Downtown Development

## INTEROFFICE MEMORANDUM

To: Daron Hall  
From: Kim Vogel, Director of Parks and Recreation  
Jeff Wilbert, Manager of Memorial Auditorium  
CC: Tammy Nagel  
Date: November 20, 2012  
Subject: November 27, 2012 Agenda Item:  
Memorial Auditorium and Convention Center Advisory Board Appointments

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Ryan Moore, Robert Poole and Madga Tawil have completed two four year terms on the Memorial Auditorium Advisory Board and will be leaving the board as of December 31<sup>st</sup> 2012. John S. Kutz, Pat Clement and Lora Grooms have been contacted and are willing to serve on the board for a four year term beginning on January 1<sup>st</sup> 2013. Additionally, April Wilkes has completed her first term and would like to be appointed to a second term.

Pat Clement has been Director of the Pittsburg Public Library for the past 15 years. She currently serves the community as Treasurer of the Kiwanis Club, has been involved in the Little Balkans Festival Organization and is a current member of the Zone 6 gardening Club to name only a few of her activities.

Lora Grooms was born and raised in Pittsburg. In her younger years, she performed on stage for dance recitals and held her wedding reception at Memorial. She says "I enjoy a broad range of cultural and performing arts and would welcome the opportunity to assist in reviewing/recommending programs events, fee structure, advertising or related issues."

John S. Kutz graduated from Pittsburg High School and Pittsburg State University. Mr. Kutz is a Pittsburg realtor, landlord and small business owner. He is a member of the downtown revitalization board, member of the Stilwell Foundation Board and a former City of Pittsburg employee.

In this regard would you please place an item on the November 27, 2012 City Commission meeting. Action necessary is the approval or disapproval of Pat Clement, Lora Grooms and John Kutz to the Memorial Auditorium and Convention Center Advisory Board for a first term and April Wilkes for a second term.

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



DEPARTMENT OF PUBLIC WORKS

201 West 4<sup>th</sup> 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 19, 2012

**SUBJECT:** Agenda Item – November 27, 2012  
Supplemental Agreement 1  
KLINK Resurfacing Project - Broadway (US-69B), Jefferson to 2<sup>nd</sup> Street  
KDOT Project No. 69B-19 U-0029-01

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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 Jefferson to 2<sup>nd</sup> 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 27, 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

PROJECT NO. 69B-19 U-0029-01  
KLINK 1R RESURFACING PROJECT  
CITY OF PITTSBURG, KANSAS

**S U P P L E M E N T A L   A G R E E M E N T   N o .   1**

This Agreement is entered into and is effective the date signed by the Secretary or designee, by and between the City of Pittsburg, Kansas, hereinafter referred to as the “City,” and the Secretary of Transportation of the state of Kansas, hereinafter referred to as the “Secretary.” Collectively referred to as the “Parties.”

**R E C I T A L S :**

**WHEREAS**, the Secretary and the City entered into an Agreement dated January 20, 2011, hereinafter referred to as the “Original Agreement” for a KLINK street resurfacing Project on Broadway Street, a city connecting link for State Highway US-69B in the City.

**WHEREAS**, the Secretary and the City mutually agree for the benefit of the Project administration and the benefit to the traveling public, Agreement No. 223-10 be supplemented.

**WHEREAS**, the Secretary and the City mutually desire the Secretary cancel KLINK project 69B-19 U-0116-01 and combine the work and funding into this Project, such that the resurfacing now is for US-69B, Jefferson North to 2nd Street.

**NOW, THEREFORE**, in consideration of this premise, the Parties hereto agree as follows:

1. On page 2 of the Original Agreement, Article I, “THE SECRETARY AGREES”, paragraph 1, be replaced in its entirety to read as follows:

1. To reimburse the City fifty percent (50%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed \$400,000.00, as the Secretary’s total share of the cost to construct the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$800,000.00. The Secretary shall not be responsible for the total actual costs of preliminary engineering, utility adjustments, and items not participating in the KLINK 1R Resurfacing Program.

**THIS SUPPLEMENTAL AGREEMENT** shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

***The signature page immediately follows this paragraph.***

**IN WITNESS WHEREOF**, the Parties hereto have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF PITTSBURG, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

Kansas Department of Transportation  
Michael S. King, Secretary of Transportation

(SEAL)

By: \_\_\_\_\_ (Date)  
Jerome T. Younger, P.E.  
Deputy Secretary and  
State Transportation Engineer



DEPARTMENT OF PUBLIC UTILITIES

303 Memorial Drive · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** November 19, 2012

**SUBJECT:** Agenda Item – November 27, 2012  
Supplemental Agreement No. 1  
Professional Engineering Services  
Armory Storm Shelter

---

Professional Engineering Consultants, P.A. has prepared and submitted for approval Supplemental Agreement No. 1 to modify the Agreement dated December 12, 2011 for the design of the Armory Storm Shelter. They are requesting the contract amount be increased by \$3,300 making the lump sum amount \$10,300 for modification to scope of work to provide mechanical engineering services for mechanical systems for the storm shelter area, to provide electrical engineering services for electrical systems for the storm shelter area and to provide site investigation services to determine existing conditions.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 27, 2012. Action necessary will be approval or disapproval of Supplemental Agreement No. 1 and, if approved, authorize the Mayor to sign the agreement on behalf of the City.

Attachment: Supplemental Agreement No. 1

cc: Tammy Nagel, City Clerk  
Project File  
Memo File

Supplemental Agreement No. 1  
to  
Agreement Dated December 12, 2011  
With City of Pittsburg  
PEC Project No. 11705-0830

Project Description: Armory Storm Shelter

This Supplemental Agreement modifies the referenced Agreement, and previous Supplemental Agreements as may be noted herein.

MODIFICATION TO SCOPE

1. Provide mechanical engineering services for mechanical systems for the storm shelter area.
2. Provide electrical engineering services for electrical systems for the storm shelter area.
3. Provide site investigation services to determine existing conditions.

TIME OF PERFORMANCE

- No Change.
- An additional \_\_\_ calendar days are added making the total \_\_\_ calendar days.
- The completion date shall be \_\_\_\_\_.

PAYMENT PROVISIONS

- The Contract amount shall be increased by \$3,300.00 making the lump sum contract amount \$10,300.00.
- The Contract upper limit shall be increased by \_\_\_\_\_ making the maximum contract amount \_\_\_\_\_.
- Payment for Extra Work shall be on the basis of \_\_\_\_\_.

Kansas State Sales Tax, if applicable to this project, will be added to our invoices if such a tax on Professional Services is enacted by the State.

AUTHORIZATION TO PROCEED

- We will consider this Supplemental Agreement accepted and proceed with the work specified herein unless otherwise instructed by return facsimile.
- Return receipt of this executed Supplemental Agreement will be considered our authorization to proceed.

ACCEPTED:

PROFESSIONAL ENGINEERING

CONSULTANTS, P.A.

By: 

Wesley G. Britson, PE, SE

Title: Principal - Structural Division

Date: November 1, 2012

CITY OF PITTSBURG

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** WILLIAM A. BEASLEY  
Director of Public Works

**DATE:** November 19, 2012

**SUBJECT:** Agenda Item – November 27, 2012  
Broadway and Centennial Intersection Improvements  
KDOT Project No. 19 KA-2617-01 HSIP-A261(701)

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KDOT has prepared and submitted to the City for approval an agreement between the City of Pittsburg and the Kansas Department of Transportation to participate in funding a Geometric Improvements and Installation of Right Turn Lane Project at the intersection of Broadway and Centennial.

The project shall use federal funds consisting of Highway Intersection Safety Program (HSIP) and State Funds. The State will be responsible for 90% of the total actual costs of construction and construction engineering, up to a project construction cost of \$200,000 from HSIP funds, for installation of the right turn lane at the mall entrance at Broadway and Centennial and for 90% of the total actual costs of and construction engineering, up to a project construction cost of \$800,000 from State funds. The City's share of funding is to come from Revolving Loan Funds.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 27, 2012. Action necessary will be approval or disapproval of the agreement and, if approved, authorize the Mayor to sign agreement on behalf of the City.

Attachment: KDOT Agreement

cc: Tammy Nagel, City Clerk  
Project File  
Memo File

PROJECT NO. 69B-19 KA-2617-01  
HSIP-A261(701)  
GEOMETRIC IMPROVEMENTS AND  
INSTALLATION OF RIGHT TURN LANE  
CITY OF PITTSBURG, KANSAS

## AGREEMENT

**PARTIES:** **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT), hereinafter referred to as the “Secretary,”

**The City of Pittsburg, Kansas**, hereinafter referred to as the “City,”

**Collectively** referred to as the “Parties.”

**PURPOSE:** The Secretary has authorized a Federal Aid Safety and geometric improvement project, hereinafter referred to as the “Project.” The Secretary and the City are empowered by the laws of Kansas to enter into agreements for: the construction and maintenance of city connecting links of the State Highway System through the City; and for construction and maintenance of city streets in the City utilizing federal funds. The City desires to construct the Project on Broadway Avenue (US-69 Bus) in the City. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

**PROJECT:** The Secretary and the City desire to enter into this Agreement for the construction of the Project which is described as follows:

Intersection reconstruction and installation of a right turn lane at the mall entrance at Broadway (US-69B) and Centennial.

### EFFECTIVE

**DATE:** The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the date signed by the Secretary or designee.

## ARTICLE I

### THE SECRETARY AGREES:

1. To provide technical information upon request to help the City to acquire rights of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of KDOT and as required by Federal Highway Administration directives such that the City may obtain participation of federal funds in the cost of the Project.

2. To let the contract for the Project and award the contract to the lowest responsible bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the construction of the Project in accordance with the final design plans and administer the payments due the contractor, including the portion of the cost borne by the City.

3. To require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

4. The Project shall use federal funds consisting of Highway Intersection Safety Program (HSIP) and State Funds as allocated by the Secretary to the Project. Also, the Project shall use City funds.

- HSIP Funds

The Secretary agrees to be responsible for ninety percent (90%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, up to a Project construction cost of \$200,000.00 from HSIP funds for installation of the right turn lane at the mall entrance at Broadway (US-69B) and Centennial. In no event shall the Secretary's responsibility exceed \$200,000.00 from HSIP funds. The Secretary's maximum responsibility is subject to any federal reduction in the HSIP funds. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$222,222.00 for the Project for construction of the right turn lane at the mall entrance at Centennial and any federal reduction in the HSIP funds.

- State Funds

The Secretary agrees to be responsible for ninety percent (90%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, up to a Project construction cost of \$800,000.00 from State funds. In no event shall the Secretary's responsibility exceed \$800,000.00 from State funds. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$888,888.00 for the Project.

- Remaining Cost for Preliminary Engineering, Rights of Way and Utility Adjustments

The Secretary shall not be responsible for the total actual costs of preliminary engineering, rights of way, and utility adjustments for the Project.

5. After receipt of the Federal Highway Administration acknowledgment of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

## ARTICLE II

**THE CITY AGREES:**

1. The Project shall be undertaken, prosecuted and completed for and on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection therewith are hereby by the City authorized, adopted, ratified, and confirmed to the same extent and with the same effect as though done directly by the City acting in its own individual corporate capacity instead of by its agent.

2. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of state aid for this Project.

3. To design the Project or contract to have the Project designed in conformity with the state design criteria appropriate for the Project in accordance with the current AASHTO A Policy on Geometric Design of Highways & Streets, the current Local Projects LPA Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and the rules and regulations of the Federal Highway Administration pertaining thereto.

4. To make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Upon completion thereof, the design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project shall be submitted to the Secretary by a licensed professional engineer attesting to the conformity of the design plans with the items in paragraph 3 above. Contracts between the City and any consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with paragraph 3 above. In addition, any contract between the City and any consultant retained by them to do the design for the Project covered by this Agreement shall also contain the following:

- a. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the consultant's control.
- b. Language requiring the consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

- c. Language making the Secretary of Transportation of the State of Kansas a third party beneficiary in the agreement between the City and the consultant. Such language shall read:

Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement.

5. The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations and studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items performed by the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or the City.

6. To authorize a duly appointed representative of the City to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project undertaken under this Agreement. The design plans must be signed and sealed by the licensed professional engineer responsible for preparation of the design plans. Geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies. Right of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the right of way descriptions.

7. It will, in its own name, as required by law, acquire by purchase, dedication or condemnation all the rights of way, easements and access rights shown on the final design plans in accordance with the schedule established by KDOT. The City agrees the necessary rights of way, easements, and access rights shall be acquired in compliance with the Uniform Relocation

Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R., pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the Bureau of Local Projects, such rights of way, easements and access rights have been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all rights of way deeds, dedications, permanent easements and temporary easements.

8. To contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R., pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-6-1 *et seq.*

9. To provide all legal descriptions required for rights of way acquisition. The City further agrees to acquire rights of way, easements, and access rights in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of KDOT and as required by Federal Highway Administration directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents including recommendations and coordination for appeal, bills, contracts, journal entries, case files or documentation requested by the Office of Chief Counsel will be sent to the Office of Chief Counsel within the time limits set by the Secretary.

10. Any disposal of or change in the use of rights of way or in access after Project construction will require prior written approval by the Secretary.

11. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final design plans, for the purpose of constructing the highway Project. Neither the Secretary nor the Federal Highway Administration shall not participate in the cost of these rights of way or easements.

12. It will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipe lines, meters, manholes and other utilities, publicly or privately owned, which may be necessary to construct the Project in accordance with the final design plans. New or existing utilities installed, moved or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

Except as provided by state law, the expense of removal or adjustment of utilities located on public rights of way shall be borne by the owners. The expense of removal or adjustment of privately owned utilities located on private rights of way or easements shall be borne by the City except as provided by state laws. Except where the utility adjustments are

participating costs for the Project, the expense of the removal or adjustment of only privately owned utilities located on private rights of way or easements shall be borne by the City and the Secretary in the same proportion as other approved construction costs as stipulated elsewhere in this Agreement.

13. It will expeditiously take such steps as are necessary to facilitate the early adjustment of utilities, will initiate the removal or adjustment of the utilities, and will proceed with reasonable diligence to prosecute this work to completion. The City further agrees to move or adjust or cause to be moved or adjusted all necessary utilities sixty (60) days prior to the scheduled construction letting except those necessary to be adjusted during construction and those which would disturb the existing street surface. The City further agrees to certify to the Secretary on forms supplied by the Secretary all utilities required to be moved prior to construction have either been moved or a date provided by the City as to when, prior to construction, they will be moved. The City will initiate and proceed to complete adjusting the remaining utilities not required to be moved during construction in order that the contractor shall not be delayed in construction of the Project. The City will indemnify, hold harmless, and save the Secretary and the construction contractor for damages incurred by the Secretary and construction contractor because identified utilities have not been moved or adjusted timely or accurately.

14. To furnish the Secretary a list of existing and known utilities affected, together with locations and proposed adjustments of the same and designate an individual to be responsible for coordinating the necessary removal or adjustment of utilities.

15. To certify to the Secretary all privately owned utilities occupying public rights of way required for the construction of the Project are permitted thereon by franchise, ordinance, agreement or permit, and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

16. To provide the construction inspection in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City forces or the consultant. The Secretary does not undertake for the benefit of the City, the contractor, the consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the contractor's errors, omissions, or deviations from the final design plans and specifications. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

17. To deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City

Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses is fifty (50) days after the letting date.

18. To be responsible for ten percent (10%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, up to \$1,111,110.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$1,111,110.00 and any federal reduction in HSIP funds for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of preliminary engineering, rights of way, and utility adjustments for the Project.

19. If any payment is due to the Secretary, such payment be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

20. It is the policy of the Secretary to make any final payments to the City for services related to the Highway program in a timely manner. The Single Audit Standards set forth in Federal O.M.B. Circular A-133, "Audits of States, Local Governments and Non Profit Organizations" in 49 C.F.R. Part 18 (Common Rule), require an audit be performed by an independent certified public accountant in accordance with these standards. All information audited shall comply with 49 C.F.R. Part 18 (Common Rule).

The Secretary may pay any final amount due for the authorized work performed based upon the City's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The City, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Single Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Single Audit Report for items which are declared as not eligible for reimbursement. The City agrees to refund payment made by the Secretary to the City for items subsequently found to be not eligible for reimbursement by audit.

21. If it has not already done so, the City shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently <http://fedgov.dnb.com/webform>).

22. The City agrees it shall maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which they have active federal awards.

23. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of the KDOT and all costs incurred by the City not to be reimbursed by the KDOT for preliminary engineering, right of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

24. If it cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

25. To initiate and proceed with diligence to remove or require the removal of all encroachments either on or above the limits of the right of way shown on the final design plans for this Project. It is further agreed all such encroachments be removed before the Project is advertised for letting (provided, however, if the Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between the City and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, the Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). The City further agrees it will not in the future permit the erection of gas and fuel dispensing pumps upon the rights of way of the Project, and it will require any gas and fuel dispensing pumps erected, moved or installed along the Project be placed no less than twelve (12) feet back of the right of way line. All rights of way provided for the Project shall be used solely for public highway purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the right of way limits except as provided by state laws.

26. To adopt all necessary ordinances and/or resolutions or other official action and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

27. To locate and be responsible for all costs necessary to remedy or clean up any hazardous waste site, including, but not limited to, leaking underground storage tanks discovered on rights of way, easements and access rights acquired by the City. The City shall be responsible to the Secretary for all damages, fines or penalties, expenses, claims and costs incurred by the Secretary from any hazardous waste site discovered on rights of way, easements and access rights acquired by the City prior to commencement of construction of the Project. The City shall take appropriate action to contain or remediate any identified hazardous waste site within the Project limits prior to letting of the Project. The City will investigate any and all hazardous waste sites discovered during construction of the Project on City owned land within the Project boundary and shall take appropriate action to contain or remediate such hazardous waste sites.

For any hazardous waste site, including, but not limited to, leaking underground storage tanks, the City will indemnify, hold harmless, and save the Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

It is specifically agreed between the Parties executing this Agreement any provision of this hazardous waste clause is not intended to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party of this Agreement to maintain a suit for personal injuries, property damages, or hazardous waste claims. The duties,

obligations and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed by law.

The City by signing this Agreement with the Secretary has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any hazardous waste on any rights of way, easements, and access rights acquired by the City. The City reserves the right to bring any action against any third party for any hazardous waste site on any rights of way, easements, and access rights acquired by the City.

The term hazardous waste includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, are incorporated by reference and include but not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.

The standards to establish cleanup of a hazardous waste site include, but is not limited to, federal programs administered by the E.P.A., State of Kansas environmental laws and regulations, and city and county standards where the hazardous waste site is located.

28. To prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways the Secretary may deem necessary to permit free flowing traffic throughout the length of the improvement covered by this Agreement.

29. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may safely and expeditiously be served and shall adopt and enforce such rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary.

30. To maintain the control of access rights and to prohibit the construction or use of any entrances or access points along the Project other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

31. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid by the City to any party outside of the KDOT and all costs incurred by the City not to be reimbursed by the KDOT for preliminary engineering, rights of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

32. When the Project is completed and final acceptance is issued, it will, at its own cost and expense, maintain the Project. Maintenance shall include, but not limited to, replacing damaged signs and posts, pavement markings, lighting and traffic signal equipment, repairing damaged pavement, curb and sidewalk, and operating lighting and traffic signal installations. The City agrees to make ample provisions each year for such maintenance. Further, the City agrees the Secretary shall have no responsibility for any expenses for costs incurred with the maintenance or operation of the Project by the City.

33. It will establish and maintain a qualified traffic engineering unit or provide other means for the proper maintenance and operation of the Project when completed. Failure by the City to fulfill this responsibility will disqualify the City from future federal aid participation on projects for which the City would have maintenance responsibility.

34. Upon notification by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

35. To provide data to the Secretary in evaluating the effectiveness of the Project with respect to safety. The City shall provide the Secretary with three (3) years of accident data prior to the construction of the Project and three (3) years of accident data after Project completion. The City also agrees to provide data, including, but not limited to, the following: 24 hour traffic volume counts and other pertinent information as requested by the Secretary.

### **ARTICLE III**

#### **THE PARTIES MUTUALLY AGREE:**

1. Plans for handling traffic during construction must be included in the design plans provided by the City and must be in conformity with the latest version, as adopted by the Secretary, of the Manual of Uniform Traffic Control Devices (MUTCD). Detour routes and road closings, if necessary, shall be noted on the design plans. The Secretary or his or her authorized representative may act as the City's agent with full authority to determine the dates when any road closings shall commence and terminate. The Secretary or his or her authorized representative shall notify the City of the determinations made pursuant to this section.

2. The final design plans for the Project are by reference made a part of this Agreement.

3. If any items are found to be non-participating by the Secretary, acting in his or her own behalf and/or on the behalf of the Federal Highway Administration, the total cost of these items will be paid by the City.

4. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and

specifications adopted under K.S.A. 8-2003 and any amendments thereto are incorporated by reference and shall be subject to the approval of the Federal Highway Administration.

5. The Secretary and City have in the past entered into an agreement covering routine maintenance of the city connecting link, and it is the intention of the Secretary and the City the agreement for routine maintenance shall remain in full force and effect and the mileage set out thereon shall not be affected by this Agreement.

6. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

7. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

8. If, in the judgment of KDOT, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, KDOT may terminate this Agreement at the end of its current fiscal year. KDOT will participate in all costs approved by KDOT incurred prior to the termination of the Agreement.

9. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

10. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF PITTSBURG, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

Kansas Department of Transportation  
Michael S. King, Secretary of Transportation

By: \_\_\_\_\_

Jerome T. Younger, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

**KANSAS DEPARTMENT OF TRANSPORTATION**

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

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

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

**NOTIFICATION**

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

**CLARIFICATION**

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

**Nondiscrimination Clauses**

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

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

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

### CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



DEPARTMENT OF PUBLIC UTILITIES

303 Memorial Drive · Pittsburg KS 66762

(620) 240-5126

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## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** JOHN H. BAILEY  
Director of Public Utilities

**DATE:** November 14, 2012

**SUBJECT:** Agenda Item – November 27, 2012  
Final Payment and Change Order  
7<sup>th</sup> Street Storm Sewer Replacement  
(on 7<sup>th</sup> Street West of Taylor Street)

---

Freddy Van's, Inc. has completed the construction of the 7<sup>th</sup> Street Storm Sewer Replacement Project and is requesting final payment in the amount of \$25,395.00. The contractor has also submitted a change order for consideration that provides for quantity adjustments and additional work outside the original scope of work (additional grouting inside of the culvert box joints due to irregularity of the boxes and installation of pea gravel between two rows of culvert boxes to fill a void). The change order reflects an increase of \$3,633.00 making a new contract construction amount of \$138,003.00. This project was financed from the stormwater utility budget.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 27, 2012. Action necessary will be to approve or disapprove Change Order No. 1 reflecting an increase of \$3,633.00 and final payment due the contractor in the amount of \$25,395.00.

Attachment: Final Payment Documents

cc: Tammy Nagel, City Clerk  
Project File  
Memo File

PROJECT: 7<sup>TH</sup> STREET STORM SEWER REPLACEMENT  
(on 7<sup>th</sup> Street West of Taylor Street)

DATE: November 1, 2012

PETITION AMOUNT: \$ \_\_\_\_\_  
 TEMPORARY NOTES: \$ \_\_\_\_\_  
 CONTRACTOR: FREDDY VAN'S, INC.

PERIODIC ESTIMATE NO. Final

ADDRESS: 2513 E. 4<sup>th</sup> Street  
 Pittsburg, Kansas 66762

ORIGINAL CONTRACT CONSTRUCTION AMOUNT..... \$134,370.00  
 CHANGE ORDER NO. 1 THRU 1 ..... \$ +3,633.00  
 NEW CONTRACT CONSTRUCTION AMOUNT..... \$138,003.00

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	C.O. QUANTITY	TOTAL QUANTITY	NEW CONST. AMOUNT	UNITS COMP.	VALUE
1	Mobilization	1	L.S.	\$ 6,040.00	\$ 6,040.00				1 L.S.	\$ 6,040.00
2	Contractor Construction Staking	1	L.S.	\$ 2,000.00	\$ 2,000.00				1 L.S.	\$ 2,000.00
3	Traffic Control	1	L.S.	\$ 1,500.00	\$ 1,500.00				1 L.S.	\$ 1,500.00
4	Erosion Control	1	L.S.	\$ 2,500.00	\$ 2,500.00				1 L.S.	\$ 2,500.00
5	Removal of Existing Structures/Site Clearing	1	L.S.	\$ 3,000.00	\$ 3,000.00				1 L.S.	\$ 3,000.00
6	Site Restoration	1	L.S.	\$ 2,000.00	\$ 2,000.00				1 L.S.	\$ 2,000.00
7	Pavement Removal	176	S.Y.	\$ 20.00	\$ 3,520.00				176 S.Y.	\$ 3,520.00
8	Sidewalk Removal	53	S.Y.	\$ 10.00	\$ 530.00	+2.2 S.Y.	55.2 S.Y.	\$552.00	55.2 S.Y.	\$ 552.00
9	7" Concrete Pavement	141	S.Y.	\$ 135.00	\$19,035.00				141 S.Y.	\$19,035.00
10	Rock Base (6")	190	S.Y.	\$ 15.00	\$ 2,850.00				190 S.Y.	\$ 2,850.00
11	4" Concrete Sidewalk	91	S.Y.	\$ 80.00	\$ 7,280.00	+2.2 S.Y.	93.2 S.Y.	\$7,456.00	93.2 S.Y.	\$ 7,456.00
12	Combined Curb and Gutter	127	L.F.	\$ 45.00	\$ 5,715.00	+53 L.F.	180 L.F.	\$8,100.00	180 L.F.	\$ 8,100.00
13	Storm Sewer Manhole	1	Ea.	\$19,000.00	\$19,000.00				1 L.S.	\$19,000.00
14	Type 22 Curb Inlets	4	Ea.	\$ 1,000.00	\$ 4,000.00				4 Ea.	\$ 4,000.00
15	Area Inlets	1	Ea.	\$ 1,000.00	\$ 1,000.00				1 Ea.	\$ 1,000.00
16	18" RCP Storm Sewer	30	L.F.	\$ 30.00	\$ 900.00				30 L.F.	\$ 900.00
17	30"x19" RCPHE Storm Sewer	64	L.F.	\$ 60.00	\$ 3,840.00				64 L.F.	\$ 3,840.00
18	8'-0"x5'-0" RCB Storm Sewer	140	L.F.	\$ 214.00	\$29,960.00				140 L.F.	\$29,960.00
19	Wing Wall	1	L.S.	\$16,800.00	\$16,800.00				1 L.S.	\$16,800.00
20	Painted Steel Hand Rail	29	L.F.	\$ 100.00	\$ 2,900.00				29 L.F.	\$ 2,900.00
	CHANGE ORDER NO. 1					+ 1 L.S.	1 L.S.	\$1,050.00	1 L.S.	\$ 1,050.00

TOTAL VALUE OF WORK DONE AND MATERIALS ON HAND..... \$138,003.00  
 PERCENT RETAINED (10%)..... \$ 0.00  
 OTHER DEDUCTIONS (SPECIFY)..... \$ \_\_\_\_\_  
 TOTAL OF PREVIOUS ESTIMATES..... \$112,608.00  
 TOTAL DEDUCTIONS..... \$112,608.00  
 AMOUNT DUE CONTRACTOR ON THIS ESTIMATE..... \$ 25,395.00

ACCEPTED BY: Fred Van Bevelaw  
 Contractor

SUBMITTED BY: Greg Hardister 11-13-12  
 Greg Hardister, Engineering Supervisor

APPROVED BY: John H. Bailey  
 John H. Bailey, P.E., Ph.D., Director of Public Utilities

# CHANGE ORDER FORM

PROJECT: 7<sup>TH</sup> STREET STORM SEWER REPLACEMENT  
CENTENNIAL FROM KNOLLVIEW TO ROUSE

DATE: November 1, 2012

PETITION AUTHORIZED AMOUNT \$ \_\_\_\_\_  
 TEMPORARY NOTES AUTHORIZED \$ \_\_\_\_\_  
 CONTRACT BIDS RECEIVED: \_\_\_\_\_  
 CONTRACTOR: FREDDY VAN'S, INC.

CHANGE ORDER NO.: 1

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$134,370.00
CHANGE ORDER NO. <u>1</u> THRU <u>1</u> .....	\$ +3,633.00
NEW CONSTRUCTION AMOUNT.....	<u>\$138,003.00</u>

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
8	Sidewalk Removal	+2.2	S.Y.	\$ 10.00	+\$ 22.00
11	4" Concrete Sidewalk	+2.2	S.Y.	\$ 80.00	+\$ 176.00
12	Combined Curb and Gutter	+53	L.F.	\$ 45.00	+\$2,385.00
---	Grouting inside joints of reinforced concrete boxes	+1	L.S.	\$ 800.00	+\$ 800.00
---	Installation of pea gravel into spaces between boxes	+1	L.S.	\$ 250.00	+\$ 250.00

TOTAL CHANGE ORDER NO. <u>1</u> .....	\$ +3,633.00
NEW CONTRACT CONSTRUCTION AMOUNT .....	<u>\$138,003.00</u>
ENGINEERING AND INSPECTION (10%) .....	\$XXXXXXXXXX
LEGAL AND ADMINISTRATIVE (5%) .....	\$XXXXXXXXXX
NEW PROJECT TOTAL .....	<u>\$138,003.00</u>

ACCEPTED BY: Fred Van Becebere

SUBMITTED BY: Greg Hardister 11-13-12  
Greg Hardister, Engineering Supervisor

DATE: 11-4-12

APPROVED BY: John H. Bailey  
John H. Bailey, P.E., Ph.D., Director of Public Utilities

DATE OF APPROVAL BY CITY COMMISSION: November 27, 2012





COMMUNITY DEVELOPMENT  
PITTSBURG PUBLIC HOUSING  
603 N. PINE · Pittsburg KS 66762

(620) 232-1210  
www.pittks.org  
FAX: (620) 232-1210

## INTEROFFICE MEMORANDUM

To: DARON HALL, TAMMY NAGEL  
From: DEENA HALLACY  
CC:  
Date: NOVEMBER 12, 2012  
Subject: *AGENDA ITEM: HOME GRANT*  
AWARD OF REHAB BIDS FOR GROUP 2

The City of Pittsburg was awarded a grant for the HOME Rehabilitation Program in the amount of \$220,000. The grant is being administered by Southeast Kansas Regional Planning Commission. Eligible contractors were contacted and a notice published. We have three contractors who have placed bids. A copy of the bid summary is attached.

Bids have been reviewed by SEKRPC and staff. The Citizen's Advisory Board met on Sept. 17, 2012 to review the bids and provide their recommendations to the City Commission. We were unable to get a quorum to approve the bids. That step is being eliminated in the interest of time.

Therefore, the Southeast Regional Planning Commission and staff is recommending the following bids be awarded:

444 E. 27 <sup>th</sup>	\$18,100	D&D Construction
206 N. Rouse	\$24,450	Nance Construction
513 E. 8 <sup>th</sup>	\$19,600	Ewing Construction

We have provided you with the Bid tabulation sheet for your review.

Please place this item on the City Commission agenda for review and approval of SEKRPC and staff recommendation of the award of bids noted above.

**BID TABULATION SHEET**

**CITY OF PITTSBURG, KANSAS** **DATE OF BID OPENING: November 5, 2012 1:00PM**

CONTRACTOR	Nance Construction	Ewing Construction	D&D Construction			
444 E. 27th						
Rehab Total	19,900	19,800	18,100			
Lead Total	0	0	0			
Project Total	19,900	19,800	18,100			
206 N. Rouse						
Rehab Total	23,650	24,900	31,450			
Lead Total	800	300	500			
Project Total	24,450	25,200	31,950			
513 E. 8th						
Rehab Total	19,700	19,300	19,600			
Lead Total	600	300	600			
Project Total	20,300	19,600	20,200			



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## INTEROFFICE MEMORANDUM

To: DARON HALL, TAMMY NAGEL  
From: DEENA HALLACY  
CC:  
Date: NOVEMBER 12, 2012  
Subject: **AGENDA ITEM: HOUSING FUND**  
LOAN APPROVAL – MS. WANDA ROTH – 206 N. ROUSE

---

The City of Pittsburg took bids on the HOME Rehabilitation Program Group #2 recently. Among that group is a home owned by Ms. Wanda Roth AT 206 N. ROUSE. Her bid was over that amount allowed under the HOME program guidelines by \$3,650.00. The bids have been reviewed with the inspection staff at SEKRPC as well as the City staff. The lowest bid for the work necessary on this property is \$24,350. Under the grant application, we indicated the City would be able to make low interest loans in cases such as this.

Staff recommends approval of a low interest loan in the amount of \$3,650 to Ms. Wanda Roth to help with the costs of her rehabilitation. The City loan term is for a period of 14 years at \$24.93 per month. This amount will be loaned through the Pittsburg Housing Fund.

Please place this item on the agenda for City Commission review and approval.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS	R	11/09/2012			169589		1,682.40
1	KC SPORTS	R	11/09/2012			169591		225.00
0175	REGISTER OF DEEDS	R	11/09/2012			169592		24.06
6957	US BANK	R	11/09/2012			169593		205.34
5589	VERIZON WIRELESS	R	11/09/2012			169594		10,064.86
1108	WESTAR ENERGY	R	11/09/2012			169599		68,938.52
6975	DR BILL HALL	R	11/11/2012			169602		1,620.62
1962	RESERVE ACCOUNT	R	11/13/2012			169603		7,000.00
3466	KANSAS DEPT OF AGRICULTURE	R	11/13/2012			169613		100.00
2004	AIRE MASTER	R	11/15/2012			169616		15.45
5966	BOBCAT OF SPRINGFIELD	R	11/15/2012			169617		83.73
0118	FED EX	R	11/15/2012			169618		22.30
6358	FIRE X INC	R	11/15/2012			169619		236.00
6964	GAMMON EQUIPMENT CO	R	11/15/2012			169620		4,300.00
5763	G&H REDI MIX	R	11/15/2012			169621		1,100.00
6977	KANSAS BUILDERS SUPPLY CO INC	R	11/15/2012			169622		2,220.00
1515	KANSAS STATE FIREFIGHTERS ASSO	R	11/15/2012			169623		50.00
6656	KNIPP EQUIPMENT INC	R	11/15/2012			169624		583.00
5969	JOSEPH G POLLARD CO INC	R	11/15/2012			169625		85.92
6806	RED MUNICIPAL & INDUSTRIAL EQU	R	11/15/2012			169626		632.99
6242	THE HOME PLACE	R	11/15/2012			169627		995.00
1264	UNIVERSITY OF KANSAS	R	11/15/2012			169628		200.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2714	UTILITY SERVICE COMPANY INC	R	11/15/2012			169629		1,910.00
6847	VOLVO RENTS INC	R	11/15/2012			169630		203.99
1991	CHIEF STATE BOILER INSPECTOR	R	11/16/2012			169631		240.00
6593	CITIZENS BANK BOWL COMMITTEE	R	11/16/2012			169632		4,000.00
4263	COX COMMUNICATIONS	R	11/16/2012			169633		63.81
0095	CRAWFORD COUNTY TREASURER	R	11/16/2012			169634		2,856.22
5457	HOLIDAY INN EXPRESS	R	11/16/2012			169635		117.27
5280	KANSAS BOARD OF TAX APPEALS	R	11/16/2012			169636		400.00
6922	ROBERT D MCDANIEL	R	11/16/2012			169637		1,960.00
0175	REGISTER OF DEEDS	R	11/16/2012			169638		13.20
1	ROMANS MOTOR CO. INC	R	11/16/2012			169639		66.95
6622	JEFF SWITLIK	R	11/16/2012			169640		169.00
6847	VOLVO RENTS INC	R	11/16/2012			169641		100.74
1108	WESTAR ENERGY	R	11/16/2012			169642		53.16
0011	AMERICAN ELECTRIC INC	E	11/14/2012			999999		1,146.30
0044	CRESTWOOD COUNTRY CLUB	E	11/14/2012			999999		233.00
0046	ETTINGERS OFFICE SUPPLY	E	11/14/2012			999999		2,795.36
0054	JOPLIN SUPPLY COMPANY	E	11/14/2012			999999		6,438.33
0055	JOHN'S SPORT CENTER	E	11/14/2012			999999		258.93
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	11/14/2012			999999		812.50
0063	LOCKE WHOLESALE SUPPLY	E	11/14/2012			999999		886.95
0073	K P & P INC	E	11/14/2012			999999		75.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0074	RUSSELL BELDEN ELECTRIC COMPAN	E	11/14/2012			999999		111.72
0078	SUPERIOR LINEN SERVICE	E	11/14/2012			999999		464.00
0083	WATER PRODUCTS INC	E	11/14/2012			999999		2,422.83
0087	FORMS ONE	E	11/14/2012			999999		136.00
0088	D & H LEASING INC	E	11/14/2012			999999		680.00
0105	PITTSBURG AUTOMOTIVE INC	E	11/14/2012			999999		803.49
0109	RANDY VILELA TRUCKING, HAULING	E	11/14/2012			999999		7,820.00
0112	MARRONES INC	E	11/14/2012			999999		117.45
0117	THE MORNING SUN	E	11/14/2012			999999		837.76
0129	PROFESSIONAL ENGINEERING CONSU	E	11/14/2012			999999		27,190.04
0133	JIM RADELL CONSTRUCTION INC	E	11/14/2012			999999		50,637.50
0135	PITTSBURG AREA CHAMBER OF COMM	E	11/14/2012			999999		18.00
0145	BROADWAY LUMBER COMPANY, INC.	E	11/14/2012			999999		1,420.54
0146	CHAPMAN'S LOCKSMITHING	E	11/14/2012			999999		149.00
0154	BLUE CROSS & BLUE SHIELD	D	11/09/2012			999999		26,647.70
0154	BLUE CROSS & BLUE SHIELD	D	11/16/2012			999999		26,781.20
0163	O'REILLY AUTOMOTIVE INC	E	11/14/2012			999999		283.56
0185	MISSION CLAY PRODUCTS LLC	E	11/14/2012			999999		327.46
0199	KIRKLAND WELDING SUPPLIES	E	11/14/2012			999999		1,799.00
0200	SHERWIN WILLIAMS COMPANY	E	11/14/2012			999999		761.83
0207	PEPSI-COLA BOTTLING CO OF PITT	E	11/14/2012			999999		147.60
0272	BO'S 1 STOP INC	E	11/14/2012			999999		60.16

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/07/2012 THRU 11/19/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0276	JOE SMITH COMPANY, INC.	E	11/14/2012			999999		243.02
0294	COPY PRODUCTS INC	E	11/14/2012			999999		2,129.62
0300	PITTSBURG FORD-MERCURY, INC.	E	11/14/2012			999999		1,138.43
0306	CASTAGNO OIL CO INC	E	11/14/2012			999999		237.89
0312	HACH COMPANY	E	11/14/2012			999999		87.44
0317	KUNSHEK CHAT & COAL CO, INC.	E	11/14/2012			999999		10,170.24
0329	O'MALLEY IMPLEMENT CO INC	E	11/14/2012			999999		421.15
0332	PITTCRAFT PRINTING	E	11/14/2012			999999		468.00
0335	CUSTOM AWARDS PLUS INC	E	11/14/2012			999999		78.60
0337	CROSS-MIDWEST TIRE	E	11/14/2012			999999		1,543.69
0339	GENERAL MACHINERY	E	11/14/2012			999999		1,600.02
0347	LYNN'S QUICK LUBE	E	11/14/2012			999999		42.45
0375	CONVENIENT WATER COMPANY	E	11/14/2012			999999		45.00
0412	NAN MCKAY & ASSOCIATES	E	11/14/2012			999999		349.00
0420	CONTINENTAL RESEARCH CORP	E	11/14/2012			999999		442.00
0431	SOUND TUNING AND REPAIR	E	11/14/2012			999999		190.00
0504	LYNN PEAVEY COMPANY	E	11/14/2012			999999		125.55
0512	CALIFORNIA CONTRACTORS SUPPLIE	E	11/14/2012			999999		95.76
0571	WILBERT MFG. & SUPPLY	E	11/14/2012			999999		155.40
0585	MOLLE MC AUTOMOTIVE INC	E	11/14/2012			999999		50.40
0627	BOETTCHER SUPPLY INC	E	11/14/2012			999999		36.64
0686	CARTER WATERS CORP	E	11/14/2012			999999		192.53

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0717	ACUSHNET COMPANY	E	11/14/2012			999999		93.47
0784	MIRACLE RECREATION EQUIP CO	E	11/14/2012			999999		5,359.00
0823	TOUCHTON ELECTRIC INC	E	11/14/2012			999999		64.00
0837	BLACKBURN MANUFACTURING CO	E	11/14/2012			999999		85.93
0844	HY-FLO EQUIPMENT CO	E	11/14/2012			999999		62.71
0907	MICROFLEX CORPORATION	E	11/14/2012			999999		324.15
0953	J A SEXAUER INC	E	11/14/2012			999999		256.61
0968	LEE ENTERPRISES	E	11/14/2012			999999		290.25
1013	SAFETY FIRST SUPPLY CO., LLC	E	11/14/2012			999999		146.45
1030	FREDDY VAN'S INC	E	11/14/2012			999999		900.00
1478	KANSASLAND TIRE OF PITTSBURG	E	11/14/2012			999999		1,640.13
1490	ESTHERMAE TALENT	E	11/14/2012			999999		25.00
1619	MIDWEST TAPE	E	11/14/2012			999999		24.14
1631	EVERYTHING SEW SEW	E	11/14/2012			999999		30.00
1657	CRAWFORD COUNTY HEALTH DEPT	E	11/14/2012			999999		85.00
1733	BOYD METALS OF JOPLIN INC	E	11/14/2012			999999		156.80
1792	B&L WATERWORKS SUPPLY INC	E	11/14/2012			999999		1,306.45
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	11/14/2012			999999		1,436.52
2027	COLLEEN BROOKS	E	11/14/2012			999999		50.00
2161	RECORDED BOOKS	E	11/14/2012			999999		277.00
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	11/14/2012			999999		3,018.38
2238	MISSION ELECTRONICS INC	E	11/14/2012			999999		1,334.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2825	KANSAS DEPT OF ADMINISTRATION	E	11/14/2012			999999		621.46
2960	PACE ANALYTICAL SERVICES INC	E	11/14/2012			999999		499.00
3126	W.W. GRAINGER, INC	E	11/14/2012			999999		120.72
3248	AIRGAS USA LLC	E	11/14/2012			999999		413.52
3971	FASTENAL COMPANY	E	11/14/2012			999999		31.93
3972	WASHINGTON ELECTRONICS INC	E	11/14/2012			999999		1,044.00
4022	THOMAS W. HETER	E	11/14/2012			999999		350.00
4059	PSU - PRINTING & DESIGN SERVI	E	11/14/2012			999999		615.29
4133	T.H. ROGERS HOMECENTER	E	11/14/2012			999999		477.55
4183	BARBIZON LIGHT OF THE ROCKIES	E	11/14/2012			999999		550.86
4307	HENRY KRAFT, INC.	E	11/14/2012			999999		83.44
4312	GOLD MECHANICAL INC	E	11/14/2012			999999		78.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	11/14/2012			999999		357.56
4501	JAMES D PATTERSON	E	11/14/2012			999999		36.00
4624	COVERT ELECTRIC MACHINERY, INC	E	11/14/2012			999999		963.00
4711	RANDOM HOUSE, INC.	E	11/14/2012			999999		318.67
4766	ACCURATE ENVIRONMENTAL	E	11/14/2012			999999		243.44
5129	VANCE BROTHERS, INC.	E	11/14/2012			999999		53,899.00
5185	FERGUSON ENTERPRISES INC (LENE	E	11/14/2012			999999		3,274.20
5275	US LIME COMPANY-ST CLAIR	E	11/14/2012			999999		3,817.28
5318	DAYLIGHT DONUT SHOP	E	11/14/2012			999999		67.14
5566	VINYLPLEX INC	E	11/14/2012			999999		7,196.40

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5582	DIGITAL ODEON PRODUCTIONS	E	11/14/2012			999999		800.00
5668	COUNTRYSIDE ANIMAL HOSPITAL OF	E	11/14/2012			999999		241.88
5788	CROSSLAND CONSTRUCTION INC	E	11/14/2012			999999		4,350.00
5862	HEATHER HORTON	E	11/14/2012			999999		225.00
5904	TASC	D	11/09/2012			999999		7,711.25
5907	BREATHING AIR SERVICES INC	E	11/14/2012			999999		80.00
6029	GARSITE/PROGRESS LLC	E	11/14/2012			999999		715.20
6175	HENRY C MENGHINI	E	11/14/2012			999999		120.00
6191	MARADETH FREDERICK	E	11/14/2012			999999		600.00
6262	CLEAN THE UNIFORM COMPANY	E	11/14/2012			999999		363.76
6389	PROFESSIONAL TURF PRODUCTS LP	E	11/14/2012			999999		475.35
6508	JOHN H BAILEY	E	11/14/2012			999999		700.00
6565	STEVE WOOD	E	11/14/2012			999999		835.00
6665	MIDWEST SWEEPERS AND SCRUBBERS	E	11/14/2012			999999		969.10

** T O T A L S **	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	36	112,539.53	0.00	112,539.53
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	61,140.15	0.00	61,140.15
EFT:	107	231,176.88	0.00	231,176.88
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00		
		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	146	404,856.56	0.00	404,856.56
BANK: 80144	TOTALS:	146	404,856.56	0.00	404,856.56

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0046	ETTINGERS OFFICE SUPPLY	E	11/13/2012			999999		93.80
0063	LOCKE WHOLESALE SUPPLY	E	11/13/2012			999999		37.28
0075	RYAN'S DRIVE-THRU CLEANER	E	11/13/2012			999999		501.15
0083	WATER PRODUCTS INC	E	11/19/2012			999999		1,208.04
0117	THE MORNING SUN	E	11/19/2012			999999		2,363.93
0145	BROADWAY LUMBER COMPANY, INC.	E	11/19/2012			999999		745.33
0194	KANSAS STATE TREASURER	E	11/13/2012			999999		6,831.00
0201	SPICER-ADAMS WELDING, INC.	E	11/19/2012			999999		217.19
0237	JON B. GARRISON	E	11/19/2012			999999		261.99
0339	GENERAL MACHINERY	E	11/13/2012			999999		53.51
0526	KDHE	E	11/13/2012			999999		100.00
0577	KANSAS GAS SERVICE	E	11/13/2012			999999		11,840.56
0751	ULTRA-CHEM INC	E	11/13/2012			999999		210.81
0823	TOUCHTON ELECTRIC INC	E	11/19/2012			999999		5,118.94
0866	AVFUEL CORPORATION	E	11/13/2012			999999		28,376.18
2921	CSG SYSTEMS INC	E	11/19/2012			999999		5,589.51
3091	THERENCE E. STEELE	E	11/13/2012			999999		6.49
3956	TROY GRAHAM	E	11/19/2012			999999		193.10
4133	T.H. ROGERS HOMECENTER	E	11/13/2012			999999		8.19
4133	T.H. ROGERS HOMECENTER	E	11/19/2012			999999		47.20
4618	TRESA NOYES	E	11/13/2012			999999		485.00
4624	COVERT ELECTRIC MACHINERY, INC	E	11/19/2012			999999		369.40

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5104	ANGELO FEARS	E	11/13/2012			999999		12.00
5287	AMSTERDAM PRINTING & LITHO	E	11/13/2012			999999		54.47
5340	COMMERCE BANK TRUST	E	11/07/2012			999999		26,998.87
5482	JUSTIN HART	E	11/19/2012			999999		59.99
5620	CRAWFORD COUNTY ABSTRACT CO IN	E	11/13/2012			999999		250.00
5690	CORGILL CONSTRUCTION INC	E	11/19/2012			999999		75,520.96
6130	T & K RENTALS LLC	E	11/13/2012			999999		200.00
6175	HENRY C MENGHINI	E	11/13/2012			999999		1,050.00
6309	TAMMY FRYE	E	11/19/2012			999999		400.00
6508	JOHN H BAILEY	E	11/13/2012			999999		197.03
6816	DEFFENBAUGH OF ARKANSAS LLC	E	11/19/2012			999999		997.55

* * 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:		33	170,400.56	1.09CR	170,399.47
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:	33	170,400.56	1.09CR	170,399.47
BANK: EFT	TOTALS:		33	170,400.56	1.09CR	170,399.47

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	11/09/2012			000000		12,944.28
0321	KP&F	D	11/09/2012			000000		33,546.39
0728	ICMA	D	11/09/2012			000000		1,486.23
1050	KPERS	D	11/09/2012			000000		28,056.53
3147	INTERNAL REVENUE SERVICE CENTE	D	11/09/2012			000000		62,763.66
6415	ING FINANCIAL ADVISORS	D	11/09/2012			000000		3,554.00
6627	AMERICAN FUNDS SERVICE COMPANY	D	11/09/2012			000000		230.77
0349	UNITED WAY OF CRAWFORD COUNTY	R	11/09/2012			169584		88.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	11/09/2012			169585		209.28
2228	KANSAS PAYMENT CENTER	R	11/09/2012			169586		2,001.38
2577	OK CENTRALIZED SUPPORT REGISTR	R	11/09/2012			169587		130.97
6943	VALENTINE & ZIMMERMAN	R	11/09/2012			169588		110.69
0028	PAYROLL CLEARING	E	11/09/2012			999999		84,424.68

\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	5	2,540.32	0.00	2,540.32
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	142,581.86	0.00	142,581.86
EFT:	1	84,424.68	0.00	84,424.68
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: PY	TOTALS:	13	229,546.86	0.00	229,546.86
BANK: PY	TOTALS:		13	229,546.86	0.00	229,546.86
REPORT TOTALS:			192	804,803.98	1.09CR	804,802.89

Passed and approved this 27<sup>th</sup> day of November, 2012.

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John Ketterman, Mayor

ATTEST:

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Tammy Nagel, City Clerk

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** November 14, 2012

**SUBJECT:** Agenda Item – November 27, 2012  
PUBLIC HEARING – Loan Application  
Water Treatment Plant Emergency Generator and Odor Control  
KPWSLF Project No. 2794

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The City of Pittsburg made preliminary application for a loan in an amount not to exceed \$1.8 million through the Kansas Public Water Supply Loan Funds Assistance Program administered by the Kansas Department of Health and Environment. The proceeds of this loan will be used by the City to finance the biological removal of hydrogen sulfide from the aeration towers discharge thus removing a very pungent odor from the Water Treatment Plant and to supply and install an emergency generator to the existing facility to insure power supply and potable water delivery in the event the normal supply is cut off in a natural disaster.

Under the terms of the Kansas Public Water Supply Loan Fund Act, the City is required to hold a **PUBLIC HEARING** to allow persons having an interest in this matter the opportunity to comment in regards to this project. In this regard, a **PUBLIC HEARING** has been scheduled before the City Commission during their regularly scheduled meeting on Tuesday, November 27<sup>th</sup>, 2012. A Notice of Public Hearing was published in The Morning Sun on October 21<sup>st</sup>, 2012, advising of the time, place and purpose of the **PUBLIC HEARING**. If, after the **PUBLIC HEARING** has been conducted, the Governing Body elects to proceed it will be necessary for them to adopt a Resolution authorizing the completion of the loan application and the execution and delivery of loan documents to the Kansas Department of Health and Environment.

**MEMO TO: DARON HALL**  
**NOVEMBER 14, 2012**  
**PAGE TWO**

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

Attachment: Notice of Public Hearing  
Application

cc: Tammy Nagel, City Clerk  
Project File  
Memo File

(Published in The Morning Sun on October 21<sup>st</sup>, 2012)

**NOTICE OF PUBLIC HEARING  
WATER TREATMENT SYSTEM IMPROVEMENTS**

Notice is hereby given that the City Commission (the "Governing Body") of the City of Pittsburg, Kansas (the "City") will conduct a PUBLIC HEARING on Tuesday, November 27<sup>th</sup>, 2012, at 5:30 p.m., in the City Commission Room located in the Law Enforcement Center at 201 North Pine in the City of Pittsburg. Such PUBLIC HEARING is regarding a proposed loan in an amount not to exceed \$1,800,000.00 (the "Loan") to be taken by the City from the Kansas Public Water Supply Loan Fund (the "Fund") administered by the Kansas Department of Health and Environment ("KDHE") pursuant to K.S.A. 65-163c *et seq.* The City has made preliminary application to KDHE for the Loan, the proceeds of which will be used by the City to finance certain modifications and improvements (the "Project") to the City's water supply and distribution system (the "System"), to pay Loan origination costs and interest during construction of the Project. Further information regarding the nature and scope of the Project, the source of revenues pledged to secure the Loan, the City's financial information, the City's water conservation plan, environmental impact information which could qualify for a categorical exclusion, the proposed Loan documents, and the schedule of rates proposed by the Governing Body to enable the City to meet its financial obligations for the Loan are available for public inspection and copying at any time during normal business hours at the address set forth below.

The Governing Body will not adopt a resolution authorizing the completion of the Loan application and the execution and delivery of the Loan documents until after the conclusion of the public hearing described in this Notice.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place herein specified.

DATED: October 21<sup>st</sup>, 2012.

Address where Loan and Project information is available: Office of the City Clerk, City Hall Building, 201 West 4<sup>th</sup> Street, Pittsburg, Kansas 66762.

**CITY OF PITTSBURG, KANSAS**



Joye VanGorden, Deputy City Clerk

# Kansas Public Water Supply Loan Fund

Program Year 2013

## Loan Application: Part I of III

City or RWD Name:

CITY OF PITTSBURG, KANSAS

Name AND TITLE of contact person for this project:  
(Should be an elected official or employee of the applicant.)

JOHN H. BAILEY, P.E., PH.D., DIRECTOR OF PUBLIC UTILITIES

Street Address or Post Office Box:

201 W. 4TH STREET, P.O. BOX 688

City:

PITTSBURG

State, and Zip Code:

KANSAS 66762

Telephone Number:

620-231-4100

Fax Number:

620-231-7327

Mayor or Chairman:

JOHN KETTERMAN, MAYOR

Telephone Number:

620-231-4100

Clerk / Bookkeeper:

TAMMY NAGEL, CITY CLERK

Telephone Number:

620-231-4100

Attorney:

HENRY MENGHINI, CITY ATTORNEY

Auditor:

JAMIE CLARKSON, ACTING DIRECTOR OF FINANCE

Engineer:

BRUCE REMSBERG, CITY ENGINEER

Date received by KDHE: \_\_\_\_\_

Project Number: \_\_\_\_\_

D-U-N-S #:

030662175

Tax-Identification Number:

48-6041003

E-mail:

JOHN.BAILEY@PITTKS.ORG

Administrator/Supt. or Operator Manager:

DARON HALL, CITY MANAGER

Certified Operator:

STEPHEN GILLIS, WTP SUPT.

Operator ID #:

6840

Attorney Phone Number:

620-231-6030

Auditor Phone Number:

620-231-4100

Engineer Phone Number:

620-231-4170

Please place a check mark in the space(s) next to the project type(s) which best describe your project:

- 1.  Emergency
- 2.  Plant Rehabilitation
- 3.  Line Construction
- 4.  Plant Construction: Wells
- 5.  Water Storage
- 6.  Line Rehabilitation
- 7.  Other

### 1. Provide a brief narrative of the proposed project:

The City of Pittsburg obtains its raw water from the Ozark's Aquifer. The raw water contains hydrogen sulfide which is removed via aeration in counter-current aeration towers. At the time of design, a decision was made not to include odor control for the hydrogen sulfide. The treatment plant has been in service for about six months and the fugitive hydrogen sulfide is problematic to the surrounding residential areas. The odor removal project will add biological removal of hydrogen sulfide from the aeration towers discharge thus removing a very pungent odor from the treatment plant. The project will add a concrete tank adjacent to the towers on the plant site in an area that has already been disturbed via prior construction. The construction will be confined to a small area within the plant boundaries.

The second part of the project will be to add an emergency generator to the existing facility to insure power supply and potable water delivery in the event the normal power supply is cut off in a natural disaster. The concrete slab for the emergency generator was provided in the construction effort just now being completed. The project will supply and install the generator.

**2a. Provide estimated costs for the project by line item:**

Construction Cost	<u>\$1,610,000</u>	Other	<u>\$ 0</u>
Engineering Design	<u>\$ 140,000</u>	Contingencies	<u>\$ 0</u>
Construction Engineering	<u>\$ 50,000</u>	Legal & Abstracting	<u>\$ 0</u>
Inspection	<u>\$ 0</u>	Soils Investigations	<u>\$ 0</u>
		<b>Total Project Cost</b>	<u><b>\$1,800,000</b></u>

**2b. Loan Origination & Financial Integrity Assurance Contract:**

	Non Taxing Applicants (RWD):	Applicants Pledging Tax Authority (City):
Loan Reserve (10%)	<u>N/A</u>	
Loan Origination Fee (0.25%)	<u>\$4,500 (STATE)</u>	<u>\$4,500 (CITY)</u>
F.I.A.C. (RWD Only 1%)	<u>N/A</u>	
<b>Total Loan Amount</b>	<u><b>\$1,800,000</b></u>	<u><b>\$1,804,500</b></u>

Note: to determine the total loan amount when borrowing the loan reserve, Origination Fee, and F.I.A.C. divide the total project cost (subtracting other funding sources if any) by .8875. Use the total loan amount and the listed percentages to calculate the costs of the individual items. To determine the total loan amount when borrowing only the Origination Fee divide the total project cost (subtracting other funding sources if any) by .9975.

**3. List all anticipated funding sources which are intended to be utilized to complete this project:**

Amount of loan requested from the Kansas Public Water Supply Loan Fund	<u>\$1,804,500</u>
Other Funding Source(s), if any	<u>N/A</u>
<b>Total Funding</b>	<u><b>\$1,804,500</b></u>

**4. What is the proposed project schedule? If dates are known, include them in the appropriate Column:**

	Proposed / Actual Date:
Notice of Public Hearing Application	<u>OCT. 21, 2012</u>
Date of Public Hearing	<u>NOV. 27, 2012</u>
Environmental Letters Sent	<u>OCT. 24, 2012</u>
Completion of Project Planning	<u>JAN. 1, 2013</u>
Plans Submitted to KDHE	<u>FEB. 1, 2013</u>
Bid Opening	<u>MAR. 5, 2013</u>
Notice of Award	<u>APR. 1, 2013</u>
Start of Construction	<u>APR. 15, 2013</u>
Completion of Construction	<u>NOV. 15, 2013</u>

**5. List any major expansions and/or improvements in the existing system in the past 10 years:**

Year:	Project Title / Description:
<u>2008-2012</u>	<u>WATER TREATMENT PLANT IMPROVEMENTS/UPGRADE</u>
_____	_____
_____	_____

**6. Number of Customers:**

Year	Residential	Commercial	Other	Stock Water	Total
<b>2011</b>	7,713	528	273	N/A	8,514
<b>2010</b>	7,701	537	270	N/A	8,508
<b>2009</b>	7,744	539	273	N/A	8,556
<b>2008</b>	7,632	551	267	N/A	8,450
<b>2007</b>	7,733	556	255	N/A	8,544

**7. Present source of water and/or any contractual agreements (include water supply contract):**  
GROUNDWATER SOURCES; ROUBIDOUX FORMATION AQUIFER

**8. Does your water utility have any single customer which provides 5% or more of the utility's revenue from water sales?** Yes \_\_\_ No  If YES, please provide name(s) of customer(s):  
 \_\_\_\_\_

**9. Have you distributed requests for the Environmental Comments (Review)?** Yes  No \_\_\_  
 If NO, are you in the process of preparing and submitting a review to agencies? Yes \_\_\_ No \_\_\_

**10. Water Production History (previous 3 years):**

Year	Gallons Produced/ Purchased	Gallons Sold	Gallons Flushed or Accounted For	Water Loss	Unaccounted for Water Loss Ratio
<b>2011</b>	942 MILLION	739 MILLION	975 MILLION	203 MILLION	21.55%
<b>2010</b>	881 MILLION	745 MILLION	1087 MILLION	136 MILLION	15.44%
<b>2009</b>	848 MILLION	718 MILLION	1227 MILLION	130 MILLION	15.33%

**11. Sources of Revenue: Please attach the following information:**

Most recently adopted water rate	<input checked="" type="checkbox"/>
Any previous water rate in effect during the last 4 years	<input checked="" type="checkbox"/>
Proposed water rate adjustment, if any	<input checked="" type="checkbox"/>

12. Are water revenues used to support other operations? Yes  No

13. Provide 2 copies from each of the last three years of financial statements (If audited financial statements for the most recent year are not complete please provide unaudited statements):

14. Have you issued bonds that were rated or insured? Yes  No

If YES, provide the date, rating, and agency or insurance for any issues in the last 5 years: \_\_\_\_\_

2012 Moody's "A-1" rating for entire City (City has maintained this rating for the past several years).

15. Have you ever been delinquent or defaulted on any bond or loan payment? Yes  No

If YES, please attach a statement of explanation: \_\_\_\_\_

16. List Outstanding Debt / Lease (if any) AND attach payment schedule:

Lender / Bond Issue	Amount Outstanding	Payment Amount	Payment Frequency	Interest Rate	Years Remaining or Maturity
SEE EXHIBIT A					

17. Assessed Valuation (for Cities):

	2011	2010	2009
Equalized Assessed Valuation of Taxable Tangible Property	120,753,686	121,257,084	124,594,779
Tangible Valuation of Motor Vehicles	14,178,013	14,272,651	14,993,232
<b>Total</b>	<b>134,931,699</b>	<b>135,529,735</b>	<b>139,588,011</b>

I certify that I am authorized to sign this application on behalf of the governing body. To the best of my knowledge and belief, the data in this application is true and accurate.

\_\_\_\_\_  
Signature and Title of Authorized Official

**JOHN KETTERMAN, MAYOR**

\_\_\_\_\_  
Print or Type Name and Title

**NOVEMBER 27, 2012**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: City Clerk or Secretary of RWD Board

Note: Return Part I with 2 copies of the last three years of financial statements and any other attachments to:  
KDHE, Attn: Water Supply Loan Fund, 1000 SW Jackson, Suite 420; Topeka, KS 66612-1367.

# Kansas Public Water Supply Loan Fund

Program Year 2013

Loan Application: Part II of III

City or RWD Name:

CITY OF PITTSBURG, KANSAS

Name **AND TITLE** of contact person for this project:  
(Should be an elected official or employee of the applicant.)

JOHN H. BAILEY, P.E., PH.D., DIRECTOR OF PUBLIC UTILITIES

Street Address or Post Office Box:

201 W. 4TH STREET, P.O. BOX 688

City:

PITTSBURG

State, and Zip Code:

KANSAS 66762

Telephone Number:

620-231-4100

Fax Number:

620-231-7327

E-mail:

JOHN.BAILEY@PITTKS.ORG

<i>For Agency Use</i>	
Date received by KDHE:	_____
Project Number:	_____

1. Public hearing notice. The public hearing date for local participation/review of this project application was held on NOVEMBER 27, 2012. Attach a copy of Proof of Publication showing it was advertised 30 days prior the scheduled hearing, and the minutes from the public hearing.
2. Attach resolution by the governing body of intent to proceed with project.
3. The applicant agrees to comply with relevant provisions of the Civil Rights Act of 1964, the Kansas Act against Discrimination, the Americans with Disabilities Act, and the Uniform Relocation Assistance and Real Property Acquisition Policies (40 CFR part 4).
4. Environmental Assessment has been completed: Yes  No
5. EPA Form 4700-4, Preaward Compliance Review Report, has been completed and attached.
6. EPA Form 6600-06, Certification Regarding Lobbying, has been completed and attached.

I certify that I am authorized to sign this application of behalf of the governing body. To the best of my knowledge, and belief, the data in Part II is true and accurate.

\_\_\_\_\_  
Signature and Title of Authorized Official

JOHN KETTERMAN, MAYOR

\_\_\_\_\_  
Print or Type Name and Title

\_\_\_\_\_  
Attest: by City or Secretary of RWD Board

NOVEMBER 27, 2012

\_\_\_\_\_  
Date

Note: Return this section with attachments to: **KDHE, Attn: Water Supply Loan Fund, 1000 SW Jackson; Suite 420; Topeka, KS 66612-1367.**  
If you have any questions concerning this application, contact KDHE at 785-296-5514.

# Kansas Public Water Supply Loan Fund

Program Year 2013

Loan Application: Part III of III

Part III of the Loan Application will address the technical and managerial capacity to ensure that the system meets present and foreseeable regulations.

City or RWD Name:

CITY OF PITTSBURG, KANSAS

Name and title of contact person for this project:

JOHN H. BAILEY, P.E., PH.D., DIRECTOR OF PUBLIC UTILITIES

Street Address or Post Office Box:

201 W. 4TH STREET, P.O. BOX 688

City:

PITTSBURG

State, and Zip Code:

KANSAS 66762

Telephone Number:

620-231-4100

Fax Number:

620-231-7327

E-mail:

JOHN.BAILEY@PITTKS.ORG

Date received by KDHE:	_____
Project Number:	_____

*Technical Capacity requests information concerning adequacy of the water source or water purchase contracts and general information about the physical infrastructure aspect of the utility.*

What is your water source? (Please check the appropriate boxes.)

Surface  Ground  Purchased

Are water rights sufficient and secured?

Yes  No

Do you have a source water protection plan?

Yes  No  Source Water is Purchased

Do your operators have the appropriate level of certification?

Yes  No

Has your system had a violation of drinking water regulations in the last year?

Yes  No

Does your system have an operation and maintenance plan?

Yes  No

*Managerial Capacity considers the accountability of the governing body. You should be aware of your responsibilities as an owner, council member or board member.*

Does your system have a capital improvement plan that projects future capital needs for at least 5 years?

Yes  No

Does your system have written personnel policies?

Yes  No

Does your system include written job descriptions signed by the employees?

Yes  No

Does your system have formal operational policies (payments/collections, main extension connections)?

Yes  No

Does the governing body approve expenses prior to payment being issued?

Yes  No

Are at least two signatures required to purchase goods and services?

Yes  No

I certify that I am authorized to sign this application on behalf of the governing body. To the best of my knowledge and belief, the data in Part III is true and accurate.

\_\_\_\_\_  
Signature and Title of Authorized Official

**JOHN KETTERMAN, MAYOR**

\_\_\_\_\_  
Print or Type Name and Title

\_\_\_\_\_  
Attest: by City or Secretary of RWD Board

**NOVEMBER 27, 2012**

\_\_\_\_\_  
Date

Note: Return this section to: **KDHE, Attn: Water Supply Loan Fund, 1000 SW Jackson; Suite 420; Topeka, KS 66612-1367.**  
If you have any questions concerning this application, contact KDHE at 785-296-5514.

# Exhibit "A"

## Statement of Indebtedness of The County of Crawford County, Kansas as of June 30, 2012 "REVISED"

made by the Clerk thereof in conformity with the requirements of Section 10-1007a of the General Statutes of Kansas, 1935.

Type of Debt	Date of Issue	Date of Maturity	Interest Rate %	Amount Issued	Amount Outstanding 06/30/2012	Statutory Authority For Debt: G.O., Revenue, I.R.B., Temporary Notes, Etc.
<b>Bonded Indebtedness:</b>						
GO Bond 2001A	3/15/01	9/1/13	3.6-4.7	4,715,000	590,000	KSA 10-101, 10-427, CHAR 24
GO Bond 2003A	4/1/03	9/1/13	1.0-3.3	3,025,000	335,000	KSA 10-427, 12-631, 12-685
GO Bond 2005A	3/15/05	9/1/15	2.35-3.6	1,460,000	645,000	KSA 65-163u, 12-685, CH ORD 25
GO Bond 2006A	1/31/06	9/1/16	3.30-3.75	545,000	305,000	KSA 10-101-125, 12-685
GO Bond 2006B	5/30/06	9/1/16	3.65-3.9	1,140,000	625,000	KSA 12-618, 12-685, 12-1736, 12-6a01
GO Bond 2006C	11/1/06	1/1/16	3.5-3.8	2,000,000	1,085,000	KSA 12-110c, 12-618, 12-6a01, 12-736 CH ORD 9,25
GO Bond 2007A	6/15/07	9/1/17	4.00	3,595,000	2,330,000	KSA 12-110c, 12-618, 12-6a01, 12-736 CH ORD 9,25
GO Bond 2007B	6/15/07	9/1/18	4.00	13,000,000	9,545,000	KSA 12-110c, 12-618, 12-6a01, 12-736 CH ORD 9,25
GO Bond 2008A	6/1/08	9/1/18	2.3-3.6	3,330,000	2,450,000	KSA 12-6a01, 12-685, 65-163u, CH ORD 25, ART 1 CP 10
GO Bond 2009A	9/1/09	9/1/19	1.5-3.25	1,545,000	1,265,000	KSA 12-6a01, 12-685, 12-736, ART 1 CH 10
GO Bond 2012A	6/28/12	9/1/22	1.0-2.0	855,000	855,000	KSA 12-6a01, 12-685, 12-736, ART 1 CH 10
Temp Note 2011A	7/1/11	7/1/12	0.50	1,230,000	1,230,000	KSA 12-685, 12-6a01, 10-123
Temp Note 2012A	6/28/12	7/1/14	0.45	1,550,000	1,550,000	KSA 12-685, 12-6a01, 10-123
TIF Rev Bond 2006	3/1/06	4/1/24	4.5-4.9	6,310,000	5,010,000	KSA 12-1770
TDD Rev Bond 2008	3/1/06	4/1/27	4.80	1,395,000	1,235,000	KSA 12-17, 140
Note Payable Custom Energy 2007	11/13/07	4/1/23	4.10	1,828,934	1,497,969	KSA 75-37, 125
<b>Total Bonded Indebtedness</b>					<b>30,552,969</b>	
<b>Other Indebtedness:</b>						
KDHE Loan 2001 C20 1527-01	7/3/01	8/31/23	2.91	3,800,000	2,459,252	KSA 65-3321 to 65-3329
KDHE Loan 2005 C20 1856-01	4/15/05	8/31/23	2.67	2,374,513	1,924,869	KSA 65-3321 to 65-3329
KDHE Loan 2005 C20 1818-01A				2,394,500	1,248,676	KSA 65-3321 to 65-3329
KDHE Loan 2005 2489				8,737,424	6,747,369	KSA 65-3321 to 65-3329
<b>Conduit Debt:</b>						
Names and Numbers 2006A	4/30/07	3/31/15	7.98	3,000,000	2,430,894	IND Rev KSA 12.1740-12.1749d
Names and Numbers 2006C	4/30/07	3/31/15	7.98	800,000	399,817	IND Rev KSA 12.1740-12.1749d
Holiday Inn Express	5/15/08	N/A	N/A	4,900,000	2,121,939	IND Rev KSA 12.1740-12.1749d
<b>Total Indebtedness</b>					<b>47,885,785</b>	

I, \_\_\_\_\_, Clerk of said City of Pittsburg, Kansas, do hereby certify that the above is a true and correct statement of Bonded Indebtedness of the said County of Crawford as of June 30, 2012, as shown by the records of my office. Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Clerk

**RESOLUTION NO. 1131**

**A RESOLUTION AUTHORIZING THE COMPLETION OF AN APPLICATION TO THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT REGARDING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND**

**WHEREAS**, the City of Pittsburg, Kansas (the "City") is a duly incorporated city of the First Class organized under the laws of the State of Kansas (the "State") which operates a public water supply and distribution system (the "System"); and

**WHEREAS**, the City Commission (the "Governing Body") of the City has heretofore determined it to be in the best needs of the customers of the System to undertake certain modifications and improvements (the "Project") to the System; and

**WHEREAS**, the pursuant to K.S.A. 65-163c *et seq.* (the "Act"), the Kansas Department of Health and Environment ("KDHE") administers the Kansas Public Water Supply Loan Fund (the "Fund") from which loans are made to certain qualified Municipalities (as said term is defined in the Act) to finance modification and improvements to public water supply systems; and

**WHEREAS**, the City has heretofore made an application to KDHE for a loan in an amount not to exceed \$1,800,000.00 (the "Loan") to finance the Project; and

**WHEREAS**, the Governing Body has conducted a public hearing this date on the advisability of proceeding with the completion of the application for the Loan and desires to authorize the appropriate officials of the City to accomplish the completion process.

**BE IT RESOLVED BY THE GOVERNING BODY OF PITTSBURG, KANSAS, AS FOLLOWS:**

**Section 1. Loan Application.** The Mayor and City Clerk of the City are hereby authorized to cause to be prepared and to execute a Loan Application, including all attachments thereto (jointly, the "Application"); in substantially the form presented to the Governing Body this date, in order to provide financing for the Project. The Application shall be forwarded to KDHE as soon as possible.

**Section 2. Further Proceedings.** The Mayor, City Clerk and the other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to complete the Application and to coordinate processing of a loan agreement for the Loan (the "Loan Agreement"); provided that the authorization to execute the Loan Agreement shall be subject to further resolution of the Governing Body.

**Section 3. Further Authority.** This Resolution shall be in full force and effect from and after its adoption.

**Adopted** by the Governing Body of the City of Pittsburg, Kansas, on November 27<sup>th</sup>, 2012.

---

Mayor – John Ketterman

ATTEST:

---

City Clerk – Tammy Nagel

(SEAL)



DEPARTMENT OF PUBLIC WORKS

201 West 4<sup>th</sup> 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 19, 2012

**SUBJECT:** Agenda Item – November 27, 2012  
Reappointment to Board of Zoning Appeals

---

The term of Tim Bailey as a member of the Board of Zoning Appeals expires December 31, 2012. Mr. Bailey is serving a second term and is not eligible for reappointment.

Would you please place an item on the agenda for the City Commission meeting scheduled for Tuesday, November 27, 2012 for the appointment of a new member to serve a first term on the Board of Zoning Appeals to be effective January 1, 2013 and to expire December 31, 2015. Attached is a list of candidates who have expressed an interest in serving on the Board.

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

Attachment: List of Candidates

cc: Tammy Nagel, City Clerk  
Board of Zoning Appeals File  
Memo File

## **Candidates for Appointment to the Board of Zoning Appeals**

### **R. "BOB" GILMORE**

Bob was born and raised in Pittsburg and currently resides at 521 W. Martin. He lived his entire life in Pittsburg with exception of the four years he served in the U.S. Navy Seabees. Bob attended St. Mary's Schools graduating from high school there. He was a Master Plumber for 41 years and also possessed a Master Mechanical License in 1982. Bob was in the contracting business until 2004, at which time he went to work as a Building Inspector for the City of Pittsburg. He worked in that capacity for 8½ years. Bob is currently a supervisor for Wastewater Collections and still continues to conduct building inspections when needed. He previously served on the Planning and Zoning Commission for approximately 4 years, serving as Chairman at the time he resigned to go to work for the City. Bob indicated he enjoyed the Planning and Zoning Commission and would like to be considered for appointment to the Commission once again

### **TIMOTHY KUNDIGER**

Kundiger has been involved in Real Estate in one form or another since childhood when his father owned a construction and Real Estate company in Manhattan, Kansas. During this time period, he worked with his father in the construction of many projects from concept to completion. While in Manhattan, Kundiger earned a Bachelor's Degree in Mathematics from Kansas State University and an Associate's Degree in Drafting Technology from the Manhattan Area Technical College where he graduated with top honors. Kundiger also served in the US Army Reserves as a Military Police Officer and graduated from basic training with top honors as the Distinguished Honor Graduate. He also served on Active Duty after September 11<sup>th</sup>. Kundiger resigned from the military as a Staff Sergeant, which is the equivalent of middle management if in a civilian capacity. More recently, Kundiger has managed as many as 265 residential rental properties and earned both Kansas and Missouri Real Estate Broker's Licenses. He is currently the Branch Broker/Manager for the Charles Burt Realtor's Office here in Pittsburg. Kundiger feels that his history in construction allows him to understand aspects of development including the review of plans and conceptual drawings. His integrity as a Military Police Officer and positions in management roles reflect

his ability to remain unbiased and make sound decisions. Kundiger currently serves as a member of the Planning and Zoning Commission but has expressed a wish to also serve on the Board of Zoning Appeals.

**BRANDON  
ROGERS-PLOTT**

Rogers-Plott was born in Oklahoma and raised in his traditional Indian ways (Eastern Shawnee and Sac & Fox Indian). He started his schooling in Picher, Oklahoma and moved to Baxter Springs, Kansas during the Tar Creek Superfund buyout. Rogers-Plott graduated from Baxter Springs High School in 2001. After graduation, he enlisted in the U.S. Army serving for 9 months before being honorably discharged. Rogers-Plott moved to Pittsburg in 2003 to attend Pittsburg State University. In 2004, he transferred to and attended Heritage College in Kansas City studying massage therapy. After graduation, Rogers-Plott studied at the Xi Zhu monastery in China where he was taught the art of Eastern Medicine. In May of 2012, Rogers-Plott officially opened the Massage Therapy and Wellness Center in Pittsburg. Through his years and personal experiences, he has learned the best way for someone to be happy is the art of self-worth and love. Rogers-Plott has called Pittsburg home since 2003 and he looks forward to continuing his practice in Pittsburg and working to make it a place where everyone feels welcome and wants to call home.



DEPARTMENT OF PUBLIC WORKS

201 West 4<sup>th</sup> Street · Pittsburg KS 66762

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## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** WILLIAM A. BEASLEY  
Director of Public Works

**DATE:** November 19, 2012

**SUBJECT:** Agenda Item – November 27, 2012  
Appointment/Reappointment to Airport Advisory Committee

---

The terms of Nathan Keizer (user), Ron Long (user) and Clifford Hix (non-user) as members of the Airport Advisory Committee expire December 31, 2012. Both Mr. Keizer and Mr. Long are serving first terms and are eligible for reappointment and have expressed a desire to serve another term. Mr. Hix is serving a second term and is not eligible for reappointment.

By Ordinance, this Committee shall consist of seven members, five of whom shall be users of the airport and two of whom shall be non-users. Attached is a list of candidates who have expressed an interest in serving as a non-user on this Committee. Since Mr. Hix served in the capacity as a non-user, it will be necessary to appoint an individual who is also a non-user of the airport.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 27, 2012. Action being requested is the reappointment of Nathan Keizer (user) and Ron Long (user) to a second term to expire December 31, 2015 and the appointment of one new member (non-user) to a first term to expire December 31, 2015.

**MEMO TO: DARON HALL**  
**NOVEMBER 19, 2012**  
**PAGE TWO**

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

Attachment: List of Candidates

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

**Candidates for Appointment**  
**to the**  
**Airport Advisory Committee**

**NON-USERS:**

**RON CLOSE**

Close graduated from PSU and has received various personnel, professional and technical development training courses including OSHA and MSHA Training, Safety and Management and Real Estate. He currently is employed by Watco as a Senior Vice President. Close also has a Kansas State Real Estate License. He and his wife, Nancy, reside at 2510 East 16<sup>th</sup> Street.

**BRANDON  
ROGERS-PLOTT**

Rogers-Plott was born in Oklahoma and raised in his traditional Indian ways (Eastern Shawnee and Sac & Fox Indian). He started his schooling in Picher, Oklahoma and moved to Baxter Springs, Kansas during the Tar Creek Superfund buyout. Rogers-Plott graduated from Baxter Springs High School in 2001. After graduation, he enlisted in the U.S. Army serving for 9 months before being honorably discharged. Rogers-Plott moved to Pittsburg in 2003 to attend Pittsburg State University. In 2004, he transferred to and attended Heritage College in Kansas City studying massage therapy. After graduation, Rogers-Plott studied at the Xi Zhu monastery in China where he was taught the art of Eastern Medicine. In May of 2012, Rogers-Plott officially opened the Massage Therapy and Wellness Center in Pittsburg. Through his years and personal experiences, he has learned the best way for someone to be happy is the art of self-worth and love. Rogers-Plott has called Pittsburg home since 2003 and he looks forward to continuing his practice in Pittsburg and working to make it a place where everyone feels welcome and wants to call home.

**JERRY WALTRIP**

Jerry returned to Pittsburg in 1969 having also spent some childhood years in Pittsburg, the city of his grandparents. He is retired after spending working years in broadcasting, substitute teaching and on the road sales. Jerry has several years' experience serving on various boards having served on the Pittsburg Library Board, the Pittsburg Human Relations Commission, the 11<sup>th</sup> District Juvenile Justice Authority, the YMCA Board, the Administrative Board of the First United Methodist Church, the State Arts Advisory Council, and the Board of Cosmetology and State Automobile Advisory Board. He indicated he would be interested in serving on either the Airport Advisory Committee or the Human Relations Commission.



DEPARTMENT OF PUBLIC WORKS

201 West 4<sup>th</sup> 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 19, 2012

**SUBJECT:** Agenda Item – November 27, 2012  
Appointment/Reappointment to the Planning and Zoning Commission

---

The terms of Gary Falcetto, Laura Klusener and Brian Sullivan expire on December 31, 2012. Both Mr. Falcetto and Ms. Klusener are serving second terms and are not eligible for reappointment. Mr. Sullivan is serving a first term and is eligible for reappointment and has expressed a desire to serve another term.

By Ordinance two members of the Planning and Zoning Commission can reside outside of but within three miles of the corporate limits of Pittsburg. Mr. Falcetto was serving as one of these members.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 27, 2012. Action being requested is reappointment of Mr. Sullivan to a second term to expire December 31, 2015 and the appointment of two new members to serve first terms to expire December 31, 2015. The attached list includes people that have expressed an interest in serving on the Planning and Zoning Commission.

Attachment: List of Candidates

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

# **Candidates for Appointment to the Planning and Zoning Commission**

## **Inside City Limits**

### **R. “BOB” GILMORE**

Bob was born and raised in Pittsburg and currently resides at 521 W. Martin. He lived his entire life in Pittsburg with exception of the four years he served in the U.S. Navy Seabees. Bob attended St. Mary’s Schools graduating from high school there. He was a Master Plumber for 41 years and also possessed a Master Mechanical License in 1982. Bob was in the contracting business until 2004, at which time he went to work as a Building Inspector for the City of Pittsburg. He worked in that capacity for 8½ years. Bob is currently a supervisor for Wastewater Collections and still continues to conduct building inspections when needed. He previously served on the Planning and Zoning Commission for approximately 4 years, serving as Chairman at the time he resigned to go to work for the City. Bob indicated he enjoyed the Planning and Zoning Commission and would like to be considered for appointment to the Commission once again.

### **PATRICIA HORGAN**

Horgan was born in Pittsburg and is a lifelong resident of Southeast Kanas. She attended elementary and high school at St. Mary’s/Colgan in Pittsburg. Horgan attended Kansas State College, now PSU, graduating from the technical school with a cosmetology degree. After graduation, she worked or Regis Corporation for 34 years. Upon her retirement, she worked part-time at Little’s, Inc. for 7 years. Horgan’s hobbies include gardening, knitting, sewing and reading. She indicated that Pittsburg is home and that she would love to be of service to help the community.

### **BRANDON ROGERS-PLOTT**

Rogers-Plott was born in Oklahoma and raised in his traditional Indian ways (Eastern Shawnee and Sac & Fox Indian). He started his schooling in Picher, Oklahoma and moved to Baxter Springs, Kansas during the Tar Creek Superfund buyout. Rogers-Plott graduated from Baxter Springs High School in 2001. After graduation, he enlisted in the U.S. Army serving for 9 months before being honorably discharged. Rogers-Plott moved to Pittsburg in 2003 to attend Pittsburg State University.

In 2004, he transferred to and attended Heritage College in Kansas City studying massage therapy. After graduation, Rogers-Plott studied at the Xi Zhu monastery in China where he was taught the art of Eastern Medicine. In May of 2012, Rogers-Plott officially opened the Massage Therapy and Wellness Center in Pittsburg. Through his years and personal experiences, he has learned the best way for someone to be happy is the art of self-worth and love. Rogers-Plott has called Pittsburg home since 2003 and he looks forward to continuing his practice in Pittsburg and working to make it a place where everyone feels welcome and wants to call home.

**CHRIS VANDERBECK**

Vanderbeck attended Pittsburg State University, where he earned a bachelor's degree in Construction Management. He has worked in construction, or some form of it, for as long as he can remember and currently works for Burns Construction. Vanderbeck is currently assisting with the building of the addition at Miller's Professional Imaging. He is a member of the Pittsburg Area Young Professionals. Vanderbeck is interested in the position because he has always wanted to become more knowledgeable about the zoning laws, especially the process of how they come into effect. He feels with his knowledge of construction he would be a great asset to the Planning and Zoning Commission.

**EARL WARD**

Ward has been a Pittsburg resident and homeowner for over 50 years. He attended Kansas State College of Pittsburg, now PSU, and was a PSU employee and Computing Operations Manager 39 years retiring in 1999. Ward is very active in several organizations that include Pittsburg Kiwanis 91-present, past President 99-2000 and 2010-2011; PSU Classified Senate 91-92, Legislative Chairman 92-93; Heart of America Motorcycle Club, President 91-92, Secretary 93-2010; and United Way Board 79-84, past President 83-84. He also previously served on the Pittsburg Planning and Zoning Commission 93-99 and 2004-2007, Chairman 97-98. Ward indicated that since Pittsburg has been his home for several years, he has much interest in community happenings, land use and development. He feels that presently there is an important need for development management with potential for City growth of residential, business and industrial. Ward indicated that he would like to continue to contribute in the planning process and be a part of the City's orderly direction of growth.

## Outside City Limits

### **MICHAEL W. SWARTZ**

Mike has owned and operated Swartz Enterprises, LLC, since 1980. His office is located at 103 South Broadway. Mike also owns the new Paradise Mall – Antiques and Collectibles located at 105 South Broadway. Prior to operating Swartz Enterprises on a full-time basis, Mike was the Transportation and Physical Properties Director for SEK-CAP as well as the Treasurer of Pittsburg Transportation Services. He continues to serve as Treasurer of Pittsburg Transportation Services. Mike and his wife, Ramona, reside at 123 Westfield Road in Pittsburg.

### **KEN WILKERSON**

Ken attended schools in Pittsburg and has been a resident of Pittsburg all of his life. He previously operated Roto-Rooter and now owns his own sewer, drain and septic tank business, A-1 Septic. Ken lives at 675 East 510<sup>th</sup> Street in Pittsburg.