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C20 1818 01A Loan Amendment 5 Memo 20

C20181801A - Amendment No 5 Loan Agreement. 21

Approval of the Appropriation Ordinance for the period ending April 9, 2013, subject to the release of HUD expenditures when funds are received.

CHECK LIST 30

VIA CHRISTI HOSPITAL PITTSBURG, INC. LOAN - The Economic Development Advisory Committee (EDAC) is recommending the agreement associated with the \$500,000 loan granted on June 26, 2012, to Via Christi Hospital Pittsburg, Inc. to facilitate the construction a a 40,000 square foot surgical wing addition be amended as follows: (1) Reduce the capital expenditure requirement for forgiveness in the loan agreement from \$20,500,000.00 to \$18,000,000.00 (2) Reduce the number of current full time employees referenced in the loan agreement from the 725 listed in the RLF application to 645 full time equivalent employees and (3) Reduce the number of full time jobs created as a result of the expansion from 61 to 26, as these numbers represent jobs and expenditures directly under the hospital's purview and do not include private contractors that operate independent of the hospital.

Via Christi 47

BROADWAY (US-69B) AND 20TH STREET INTERSECTION IMPROVEMENTS - Staff is requesting authorization to enter into an agreement with the Secretary of Transportation to participate in funding an intersection improvements project at Broadway (US-69B) and 20th Street using Federal funds consisting of Highway Safety Improvement Program (HSIP) funds (90%) and State funds consisting of State-aid Safety Set-aside (SAF) funds (10%).

KDOT Broadway & 20th Agreement Memo. 49

KDOT Broadway & 20th Agreement 51

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 09, 2013
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Travis Forde of the Seventh Day Adventist Church
- b. Flag Salute Led by the Mayor
- c. Proclamation - Child Abuse Prevention Month, received by Tim Tompkins and Sandy Morris
- d. Public Input

REORGANIZATION OF THE BOARD OF COMMISSIONERS:

- a. Newly-elected and Re-elected Commissioners Sworn In and Seated by City Clerk.
- b. Mayor Elected from Members of the Governing Body.
- c. New Mayor Sworn In and Seated by City Clerk.
- d. Presentation of Ceremonial Gavel to outgoing Mayor Ketterman.
- e. President of the Board of Commissioners Elected from Members of the Governing Body.
- f. President of the Board Sworn In and Seated by City Clerk.

CONSENT AGENDA:

- a. Approval of the March 26, 2013, City Commission Meeting minutes.
- b. Approval of staff recommendation to designate The Morning Sun as the official City newspaper.
- c. Approval of staff recommendation to designate Community National Bank, Commerce Bank, Citizens Bank, First Federal Savings and Loan, Labette Bank, BMO Harris Bank, and University Bank as official City depositories.
- d. Approval of the request submitted by Mac Young, Administrative Director of the 11th Judicial District Community Corrections, to reappoint Larry Barrett, Destry Brown and La'Mour Romine to additional two year terms as members of the Community Corrections Advisory Board.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 09, 2013
5:30 PM

- e. Approval of the application submitted by Terressa Pasteur for a new dance hall license for Bubba's 311 Club located at 311 East 7th Street and, if approved, authorize the City Clerk to issue the license.
- f. Approval of staff's recommendation to award the bid for the annual purchase of HM-4 Flint Chat, AB-3 Limestone Rock and 3/4 Clean Rock to Kunshek Chat & Coal, Inc., of Pittsburg, Kansas, based on their low bids meeting specifications in the amount of \$9.95 per ton for HM-4 Flint Chat, \$8.95 per ton for AB-3 Limestone Rock and \$10.95 per ton for 3/4 Clean Rock, and authorize the issuance of the necessary purchase orders.
- g. Approval of staff's recommendation to award the annual purchase of Ready Mix Cement/Flowable Fill to O'Brien Ready Mix, of Pittsburg, Kansas, based on their low bids meeting specifications in the amount of \$80.91 per cubic yard for 3500 psi concrete, \$83.31 per cubic yard for 4000 psi concrete, \$91.41 per cubic yard for high early strength concrete, \$62.44 per cubic yard for flowable fill, \$5.00 per cubic yard for hot water and \$5.00 per cubic yard for 2% calcium chloride, and authorize the issuance of the necessary purchase orders.
- h. Approval of staff's recommendation to forgive the 2012 loan payment for the Family Resource Center in the amount of \$98,750.00 as the Family Resource Center has met the criteria stipulated in their loan agreement.
- i. Approval of Amendment No. 5 to the Loan Agreement for the Kansas Water Pollution Control Revolving Fund (KWPCRF) loan to the City of Pittsburg for the wastewater collection system improvements project (SE Pump Station; Collection System I/I Location and Repair Equipment; Public Utilities Building) to adjust the repayment schedule to reflect the final cost of the project, to reduce the amount of principal forgiveness as a result of the reduced total project cost to \$1,185,155.40, to revise the original Loan Agreement from \$2,594,500 to \$2,508,310.81, and to revise the semi-annual loan repayment amount from \$45,959.72 to \$43,965.19 beginning with the next repayment due September 1st, 2013, and, if approved authorize the Mayor to execute the documents on behalf of the City of Pittsburg.
- j. Approval of the Appropriation Ordinance for the period ending April 9, 2013, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 09, 2013
5:30 PM

CONSIDER THE FOLLOWING:

- a. VIA CHRISTI HOSPITAL PITTSBURG, INC. LOAN - The Economic Development Advisory Committee (EDAC) is recommending the agreement associated with the \$500,000 loan granted on June 26, 2012, to Via Christi Hospital Pittsburg, Inc. to facilitate the construction of a 40,000 square foot surgical wing addition be amended as follows: (1) Reduce the capital expenditure requirement for forgiveness in the loan agreement from \$20,500,000.00 to \$18,000,000.00 (2) Reduce the number of current full time employees referenced in the loan agreement from the 725 listed in the RLF application to 645 full time equivalent employees and (3) Reduce the number of full time jobs created as a result of the expansion from 61 to 26, as these numbers represent jobs and expenditures directly under the hospital's purview and do not include private contractors that operate independent of the hospital. **Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the appropriate documents.**

- b. BROADWAY (US-69B) AND 20TH STREET INTERSECTION IMPROVEMENTS - Staff is requesting authorization to enter into an agreement with the Secretary of Transportation to participate in funding an intersection improvements project at Broadway (US-69B) and 20th Street using Federal funds consisting of Highway Safety Improvement Program (HSIP) funds (90%) and State funds consisting of State-aid Safety Set-aside (SAF) funds (10%). **Approve or disapprove agreement and, if approved, authorize the Mayor and City Clerk to execute the agreement on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

Office of the Mayor
CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: Children are our Community's most precious resource; and

Whereas: The safety and protection of our children is our highest priority; and

Whereas: Each child deserves to live in a safe, permanent family, free from harm; and

Whereas: The month of April will be designated as "Child Abuse Prevention Month", marking a time to reflect on the vulnerability of children, to honor the efforts of all those who dedicate their lives to the safety and protection of children, and to spur greater community awareness and action for the prevention of child abuse.

Now, Therefore, I, John Ketterman, Mayor of the City of Pittsburg, Kansas, do hereby proclaim the month of April, 2013, as

CHILD ABUSE PREVENTION MONTH

Dated this 9th day of April, 2013.

ATTEST:

CITY CLERK

MAYOR

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 26th, 2013

A Regular Session of the Board of Commissioners was held at 5:30 p.m., on Tuesday, March 26th, 2013, 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.

Pete Mayo of Via Christi provided the invocation.

Mayor Ketterman led the flag salute.

Jim Hanni of AAA presented Police Chief Hulvey and the Pittsburg Police Department with the Platinum AAA Community Traffic Safety Award.

APPROVAL OF MINUTES – MARCH 12th, 2013 - On motion of Gray, seconded by Draper, the Governing Body approved the March 12th, 2013, City Commission Meeting minutes as submitted. Motion carried.

HABITAT FOR HUMANITY OF CRAWFORD COUNTY WAIVERS – On motion of Gray, seconded by Draper, the Governing Body approved the request of Habitat for Humanity of Crawford County, Kansas, for the City of Pittsburg to waive the building permit, sewer tap and water tap fees for their next project at 302 East 25th Street for an estimated total of \$2,394.03. Motion carried.

APPROPRIATION ORDINANCE – On motion of Gray, seconded by Draper, the Governing Body approved the Appropriation Ordinance for the period ending March 26th, 2013, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Ketterman, Gray and O'Bryan. Motion carried.

ESPY AGREEMENT – On motion of O'Bryan, seconded by Gray, the Governing Body approved an agreement with Espy Services in which Espy will audit the City's telecommunications accounts for the purpose of finding errors and overcharges that now exist or may have existed on past invoices and authorized the City Manager to sign the agreement on behalf of the City. Motion carried.

FAÇADE GRANT – STILWELL HERITAGE AND EDUCATIONAL FOUNDATION – On motion of O'Bryan, seconded by Beezley, the Governing Body approved the Economic Development Advisory Committee's recommendation to award a facade grant in the amount of \$12,100 to the Stilwell Heritage and Educational Foundation for their property located at 707 North Broadway and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

Commissioner Gray proposed that the Economic Development Advisory Committee discuss the possible creation of a Phase 3 Facade Grant Program for the City. Commissioner O'Bryan suggested that, if created, Phase 3 of the Facade Grant Program include building roofs and electrical systems.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 26th, 2013

MARK FENTON - Nationally known "walking guru" Mark Fenton provided findings of his visit to Crawford County and demonstrated what can be accomplished when entities work together for a common cause.

Roger Lomshek thanked City Manager Daron Hall for facilitating Mr. Fenton's visit to Pittsburg. Mr. Lomshek spoke in favor of Mr. Fenton's suggestions to make Pittsburg a healthier community.

Braden Horst, Joplin Trails Coalition, provided information on the successful trails in Joplin, Missouri.

Dale Crawford, President of KanBikeWalk, provided information on several trails in Kansas.

City Manager Daron Hall thanked the Live Well Crawford County members, business owners, citizens, City Commissioners and City Staff for their assistance preparing for and during Mr. Fenton's visit to Pittsburg.

PINAMONTI PHYSICAL THERAPY LOAN – On motion of Beezley, seconded by Gray, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant a loan to Pinamonti Physical Therapy, P.A. in the amount of \$550,000 that would include a \$200,000 forgivable component contingent on the creation of no less than 29 new employees at an average annual wage of no less than \$30,000 per year within the next five years, with the remaining \$350,000 to be repaid at 0% interest over a 20 year window with no payment for the first two years from final funds disbursement, which would be at the end of construction, and an added incentive to forgive an additional \$7,000 per employee above the 29 employee threshold, given that the additional jobs provide an average wage of no less than \$40,000 per year, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

PRIVATE DEVELOPMENT AGREEMENT – On motion of O'Bryan, seconded by Beezley, the Governing Body authorized the Community Health Center of Southeast Kansas to install approximately 452 linear feet of 30' wide concrete curb and gutter street to include storm sewer improvements on 30th Street from Michigan Street to their facility located at 31st and Michigan, with ownership and maintenance to be the City's responsibility following completion, and authorized the Mayor to sign the agreement on behalf of the City. Motion carried.

AIRPORT LIGHTING IMPROVEMENTS – On motion of Gray, seconded by O'Bryan, the Governing Body approved an agreement between the City of Pittsburg and H. W. Lochner, Inc. to perform design and construction engineering services for the airport lighting improvements at the Atkinson Municipal Airport known as FAA AIP Project No. 3-20-0069-014 for an amount of \$115,950 and authorized the Mayor to sign the agreement on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 26th, 2013

RESOLUTION NO. 1134 – On motion of Gray, seconded by Beezley, the Governing Body approved Resolution No. 1134, amending Resolution No. 1099 due to a change in the scope of the project and a reduction in the cost of the project, and providing for the improvement of Quincy Avenue from the east curb line of South Broadway Street, east a distance of approximately 1,610 feet to a point 342.5 feet east of the intersection of the centerlines of Joplin Street and Quincy Avenue (designated as Paving District No. 10-1), by first removing the existing pavement, drainage improvements, curb and gutter, and incidental construction relating to the improvement, easement and right-of-way acquisitions, three lanes of paving, a transition from three lanes to two lanes, pavement marking, surveying, intersections at Elm Street south of Quincy Avenue, Elm Street north of Quincy Avenue and Joplin Street, sidewalks, drive approaches, traffic signal at the Joplin Street intersection, water lines, design and construction engineering, together with all things necessary and incidental thereto; and authorizing the issuance of general improvement obligation bonds and temporary notes from time to time as required during the progress of the work under the authority of K.S.A. 12-685 to 12-687, K.S.A. 12-689, and K.S.A. 12-690, and any amendments thereto, and Article I of Chapter 10, as amended, of the Kansas Statutes Annotated. Motion carried.

NON-AGENDA REPORTS & REQUESTS:

BI-MONTHLY FINANCE REPORT - Director of Finance Jamie Clarkson provided a bi-monthly financial report. He added that the City's finances appear to be right on schedule.

WATER TREATMENT PLANT - Commissioner O'Bryan spoke in regard to the low turnout at the Water Treatment Plant Open House. City Manager Daron Hall encouraged citizens to contact the Water Treatment Plant for tours of the facility.

EXECUTIVE SESSION - On motion of Draper, seconded by Beezley, the Governing Body recessed into Executive Session not to exceed 30 minutes for discussion regarding personnel matters of nonelected personnel. Motion carried.

The Governing Body recessed into Executive Session at 7:23 p.m.

The Governing Body reconvened into Special Session at 7:53 p.m.

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

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 26th, 2013

ADJOURNMENT: On motion of O'Bryan, seconded by Draper, the Governing Body adjourned the meeting at 7:53 p.m. Motion carried.

John Ketterman, Mayor

ATTEST:

Tammy Nagel, City Clerk



Interoffice Memorandum

TO: Daron Hall, City Manager
FROM: Tammy Nagel, City Clerk
DATE: March 6, 2013
SUBJECT: Agenda Item – Designation of Official Newspaper

Kansas Statutes require that the Official City Newspaper be designated by formal Governing Body action. It is our practice to designate the Official Newspaper each year following reorganization of the Board of Commissioners.

I would recommend that we continue to utilize *The Morning Sun* as the City's Official Newspaper.

Please place an item on the agenda for the City Commission Meeting of April 9th, 2013, designating *The Morning Sun* as the Official City Newspaper.

I will be available to answer any questions at your convenience. Thank you.



Interoffice Memorandum

TO: Daron Hall, City Manager
FROM: Jamie Clarkson, Director of Finance
DATE: March 6, 2013
SUBJECT: Agenda Item – Designation of Official Depositories

As you are aware, Kansas Statutes require that Official City Depositories be designated by formal Governing Body action, and it is the practice to designate these depositories each year following reorganization of the Board of Commissioners.

I recommend continuing with the facilities we are currently using. These are Community National Bank, Commerce Bank, Citizens Bank, First Federal Savings and Loan, Labette Bank, BMO Harris Bank, and University Bank.

Please place an item on the agenda for the City Commission Meeting of April 9th, 2013, designating these banking institutions as Official City Depositories.

I will be available to answer any questions at your convenience. Thank you.



DEPARTMENT OF PUBLIC UTILITIES
303 Memorial Drive · Pittsburg KS 66762

(620) 240-5126

DEPARTMENT OF PUBLIC WORKS
201 W. 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

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

WILLIAM A. BEASLEY
Director of Public Works

DATE: April 3, 2013

SUBJECT: Agenda Item – April 9, 2013
Disposition of Bids
HM-4 Flint Chat, AB-3 Limestone Rock and $\frac{3}{4}$ Clean Rock

Bids were received on Tuesday, March 26th, 2013 for the annual purchase of HM-4 Flint Chat, AB-3 Limestone Rock and $\frac{3}{4}$ Clean Rock for use by the Departments of Public Works and Public Utilities (see attached bid tab sheet). These materials are used for the maintenance of streets and alleys and bedding and filling for water mains, sanitary sewers and storm sewers.

After reviewing the bids received, City staff is recommending the bids be awarded to the low bidder meeting specifications as follows:

HM-4 Flint Chat

Kunshek Chat & Coal, Inc. \$9.95/ton
308 Memorial Drive
Pittsburg, Kansas 66762
(Last year's bid – Kunshek Chat & Coal, Inc. - low bid of \$8.95/ton)

AB-3 Limestone Rock

Kunshek Chat & Coal, Inc. \$8.95/ton
(Last year's bid – Kunshek Chat & Coal, Inc. – low bid of \$6.95/ton. Midwest Minerals, Inc. also provided a bid of \$8.95; however, Steve Sloan of Midwest Minerals indicated that Kunshek Chat & Coal, Inc. should be awarded the bid as they would be utilizing them as the low bid for supplying the rock.)

MEMO TO: DARON HALL
APRIL 3, 2013
PAGE TWO

3/4 Clean Rock

Kunshek Chat & Coal, Inc. \$10.95/ton
(Last year's bid – Kunshek Chat & Coal, Inc. - low bid of \$9.75/ton)

These bids are based on a one year contract for the period of May 1st through April 30th. These materials will be purchased with funds allocated in the street improvements sales tax, special fuels and utilities general operating budgets.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 9th, 2013. Action necessary will be approval or disapproval of staff's recommendation to award the bids to the low bidder as stipulated above.

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

Attachment: Bid Tab Sheet



The City of Pittsburg, Kansas
Recapitulation of Bids
Street Materials

Tuesday, March 26, 2013
2:00 p.m.

Name and Address of Bidder	HM-4 Flint Chat (Per Ton)	AB-3 Limestone Rock (Per Ton)	¾ Clean Rock (Per Ton)
Kunshak Chat & Coal, Inc. 308 Memorial Drive Pittsburg, KS 66762	\$9.95	\$8.95	\$10.95
Midwest Minerals, Inc. P.O. Box 412 Pittsburg, KS 66762	NO BID	\$8.95	\$11.95
2012 BIDS	\$8.95	\$6.95	\$9.75



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: April 3, 2013

SUBJECT: Agenda Item – April 9, 2013
Disposition of Bids
Ready Mix Cement/Flowable Fill

Bids were received on Tuesday, March 26th, 2013 for the annual purchase of ready mix cement/flowable fill. Bids were received from two vendors; however, one of the vendors provided a NO BID for each of the bid items (see attached bid tab sheet). After reviewing the bids received, City staff is recommending that the bids be awarded to the low bidder meeting specifications, O'Brien Ready Mix, of Pittsburg, Kansas.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 9th, 2013. Action necessary will be approval or disapproval of staff's recommendation and, if approved, direct the issuance of the necessary purchase order.

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

Attachments: Bid Tab Sheet



City of Pittsburg, Kansas
Recapitulation of Bids
Purchase of Ready Mix/Flowable Fill
Tuesday, March 26, 2013 – 2:00 p.m.

NAME/ADDRESS OF BIDDER	3500 psi Concrete (per cubic yard)	4000 psi Concrete (per cubic yard)	High Early Strength (per cubic yard)	Flowable Fill (per cubic yard)	Hot Water (per cubic yard)	2% Calcium Chloride (per cubic yard)
O'Brien Ready Mix P.O. Box 217 St. Paul, Kansas 66771 Plant Address: 791 East 590 th Frontenac, KS 66763	\$80.91	\$83.31	\$91.41	\$62.44	\$5.00	\$5.00
American Concrete Co., Inc. 504 N. Smelter Pittsburg, Kansas 66762	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
2012 BIDS	\$78.92	\$81.32	\$88.73	\$62.21	\$5.00	\$5.00



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Pittsburg Area Chamber of Commerce President

DATE: April 3, 2013

SUBJECT: April 9, 2013 Agenda Item
Family Resource Center loan forgiveness

On June 4, 2009, the City of Pittsburg entered into a \$395,000 forgivable loan agreement with the Family Resource Center to help facilitate the acquisition and renovation of the Center's property at 1600 North Walnut. In return, the Center agreed to the following annual benchmarks required at the end of 2009, 2010, 2011 and 2012 in order to qualify for loan forgiveness:

- *Employment of at least 50 full-time equivalent employees
- *Serve at least 325 children annually
- *Receive at least \$1.5 million in grant and income annually

The Family Resource Center met or exceeded these numbers in 2009, 2010 and 2011, and I'm proud to announce they exceeded these expectations and reported the following for calendar year 2012:

- *107 employees
- *572 children served
- *Over \$1.68 million in grants and income

As a result of this information, we recommend forgiving the remaining \$98,750 on the Family Resource Center loan.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 9, 2013. Action being requested is the approval or denial of the loan

forgiveness recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



DEPARTMENT OF PUBLIC UTILITIES

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

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

DATE: April 3, 2013

SUBJECT: Agenda Item – April 9, 2013
Amendment No. 5 to Loan Agreement for Low Interest Loan SE Pump Station Rehab Project; Collection System I/I Location and Repair Equipment; Public Utilities Building
KWPCRF Project No. C20 1818 01A

The Kansas Department of Health and Environment has provided the City with Amendment No. 5 to the Loan Agreement for the Kansas Water Pollution Control Revolving Fund (KWPCRF) loan to the City of Pittsburg for the wastewater treatment improvements project. This Amendment adjusts the repayment schedule to reflect the final actual cost of the project, reduces the amount of principal forgiveness as a result of the reduced total project cost to \$1,185,155.40, revises the original Loan Agreement from \$2,594,500 to \$2,508,310.81 and revises the semi-annual loan repayment amount from \$45,959.72 to \$43,965.19 beginning with the next repayment due September 1st, 2013.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 9th, 2013. Action necessary will be approval or disapproval of Amendment No. 5 to the Loan Agreement and, if approved, authorize the Mayor to execute the documents on behalf of the City of Pittsburg.

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

Attachments: Amendment No. 5 to Loan Agreement

March 27, 2013

The Honorable Patrick O'Bryan, Mayor
and City Council
City Hall – PO Box 688
201 W. 4th Street
Pittsburg, KS 66762-0688

Re: Pittsburg, Kansas
KWPCRF Project No.: C20 1818 01A
Amendment No. 5 to Loan Agreement
Effective As of March 25, 2013

Dear Mayor O'Bryan:

We are pleased to forward two complete copies of the Fifth Amendment to the Loan Agreement for the Kansas Water Pollution Control Revolving Fund (KWPCRF) loan to the City of Pittsburg for the wastewater treatment improvements project. Two additional copies of the signature page are also attached. This Fifth Amendment adjusts the repayment schedule in Exhibit B to reflect the final actual cost of the project. Please note the amount of principal forgiveness is also reduced as a result of the reduced total project cost to \$1,185,155.40.

The enclosed Amendment revises the original Loan Agreement. Section 2.01 Amount of the Loan is changed from \$2,594,500 to \$2,508,310.81. The semi-annual loan repayment amount has been changed from \$45,959.72 to \$43,965.19 beginning with the next repayment due September 1, 2013.

We ask the City review the amendment and for all four copies of the signature page (page 3), the Mayor sign, the City Clerk attest by signature, date and affix the City seal. The copy marked City Copy is retained by the City and the copy marked KDHE copy which includes the extra signature pages must be returned to this office.

Letter to Mayor O'Bryan
March 27, 2013
Page 2

If you should have any questions, please contact me at 785-296-5527 or by e-mail at rgeisler@kdheks.gov.

Sincerely yours,

Division of Environment



Rodney R. Geisler, P.E., Chief
Municipal Programs Section
Bureau of Water

RRG: kh

Enclosure

Fifth Amendment (2) and Signature Pages (2)

pc: 2.1 File w/enclosure
Southeast District
Rod Geisler

FIFTH AMENDMENT TO THE
LOAN AGREEMENT

By and Between

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

AND

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

ORIGINAL LOAN AGREEMENT
EFFECTIVE AS OF SEPTEMBER 17, 2009

AMENDMENT NO.: 5
EFFECTIVE AS OF MARCH 25, 2013

Fifth Amendment to
the Loan Agreement by and between the
Kansas Department of Health and Environment
Acting on Behalf of the State of Kansas
and the City of Pittsburg, Kansas
Effective As of March 25, 2013

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

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

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

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

WHEREAS, this Fifth Amendment to the Loan Agreement is entered into and effective as of March 25, 2013;

THEREFORE, the Loan Agreement is amended as follows:

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

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

IN WITNESS WHEREOF, KDHE and the Municipality have caused this Fifth Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of March 25, 2013.



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

By _____
Director

"KDHE"

Date: _____

PITTSBURG, KANSAS

By _____

Title: _____

(Seal)

ATTEST:

By _____
Title:

The "Municipality"

Date: _____

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds and proceeds of Bonds, KDHE will loan an amount not to exceed ~~Two Million Five Hundred Ninety-Four Thousand Five Hundred Dollars [\$2,594,500]~~ Two Million Five Hundred Eight Thousand Three Hundred Ten Dollars and Eighty One Cents [\$2,508,310.81] to the Municipality to pay all or a portion of Project Costs described in **Exhibit A** hereto. The project is funded in part with ARRA funds in the amount of \$2,305,616.87 and is receiving Principal Forgiveness in an amount not-to-exceed ~~\$1,217,250~~ \$1,185,155.40. The final actual amount of the Loan and the amount of Principal Forgiveness may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (**Exhibit B** hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. Any amendment to **Exhibit B** shall be effected by written amendment to the Loan Agreement executed by all parties.

EXHIBIT B

LOAN REPAYMENT SCHEDULE (See Page 7)

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue.

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

Loan Repayment Schedule

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

Principal Forgiveness

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

KANSAS WATER POLLUTION CONTROL REVOLVING LOAN FUND

Actual Draws - Actual Interest Rate
 Amortization of Loan Costs - FINAL

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

Project Principal: 2,483,888.75
 Interest During Const.: 22,264.64
 Service Fee During Const.: 2,157.42
 Gross Loan Costs: 2,508,310.81
 Principal Forgiveness: 1,185,155.40
 Amortization Amount: 1,323,155.41

3/25/2013
 Gross Rate: 2.83%
 Service Fee Rate: 0.25%
 Loan Interest Rate: 2.58%

1st Payment Date: 9/1/2011
 Number of Payments: 40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Principal Forgiveness	Service Fee	Total Payment	Ending Balance
	5/18/2011	2,508,310.81			1,217,250.00		1,217,250.00	1,291,060.81
1	9/1/2011	1,291,060.81	20,894.03	15,922.17		2,024.62	38,840.82	1,275,138.64
2	3/1/2012	1,275,138.64	15,034.26	22,349.75		1,456.81	38,840.82	1,252,788.89
3	9/1/2012	1,252,788.89	15,538.10	21,797.09		1,505.63	38,840.82	1,230,991.80
4	3/1/2013	1,230,991.80	15,683.30	28,756.72		1,519.70	45,959.72	1,202,235.08
	3/25/2013	1,202,235.08			(32,094.60)		(32,094.60)	1,234,329.68
5	9/1/2013	1,234,329.68	15,151.19	27,345.87		1,468.13	43,965.19	1,206,983.81
6	3/1/2014	1,206,983.81	15,570.09	26,886.37		1,508.73	43,965.19	1,180,097.44
7	9/1/2014	1,180,097.44	15,223.26	27,266.81		1,475.12	43,965.19	1,152,830.63
8	3/1/2015	1,152,830.63	14,871.52	27,652.63		1,441.04	43,965.19	1,125,178.00
9	9/1/2015	1,125,178.00	14,514.80	28,043.92		1,406.47	43,965.19	1,097,134.08
10	3/1/2016	1,097,134.08	14,153.03	28,440.74		1,371.42	43,965.19	1,068,693.34
11	9/1/2016	1,068,693.34	13,786.14	28,843.18		1,335.87	43,965.19	1,039,850.16
12	3/1/2017	1,039,850.16	13,414.07	29,251.31		1,299.81	43,965.19	1,010,598.85
13	9/1/2017	1,010,598.85	13,036.73	29,665.21		1,263.25	43,965.19	980,933.64
14	3/1/2018	980,933.64	12,654.04	30,084.98		1,226.17	43,965.19	950,848.66
15	9/1/2018	950,848.66	12,265.95	30,510.68		1,188.56	43,965.19	920,337.98
16	3/1/2019	920,337.98	11,872.36	30,942.41		1,150.42	43,965.19	889,395.57
17	9/1/2019	889,395.57	11,473.20	31,380.25		1,111.74	43,965.19	858,015.32
18	3/1/2020	858,015.32	11,068.40	31,824.27		1,072.52	43,965.19	826,191.05
19	9/1/2020	826,191.05	10,657.86	32,274.59		1,032.74	43,965.19	793,916.46
20	3/1/2021	793,916.46	10,241.52	32,731.27		992.40	43,965.19	761,185.19
21	9/1/2021	761,185.19	9,819.29	33,194.42		951.48	43,965.19	727,990.77
22	3/1/2022	727,990.77	9,391.08	33,664.12		909.99	43,965.19	694,326.65
23	9/1/2022	694,326.65	8,956.81	34,140.47		867.91	43,965.19	660,186.18
24	3/1/2023	660,186.18	8,516.40	34,623.56		825.23	43,965.19	625,562.62
25	9/1/2023	625,562.62	8,069.76	35,113.48		781.95	43,965.19	590,449.14
26	3/1/2024	590,449.14	7,616.79	35,610.34		738.06	43,965.19	554,838.80
27	9/1/2024	554,838.80	7,157.42	36,114.22		693.55	43,965.19	518,724.58
28	3/1/2025	518,724.58	6,691.55	36,625.23		648.41	43,965.19	482,099.35
29	9/1/2025	482,099.35	6,219.08	37,143.49		602.62	43,965.19	444,955.86
30	3/1/2026	444,955.86	5,739.93	37,669.07		556.19	43,965.19	407,286.79
31	9/1/2026	407,286.79	5,254.00	38,202.08		509.11	43,965.19	369,084.71
32	3/1/2027	369,084.71	4,761.19	38,742.64		461.36	43,965.19	330,342.07
33	9/1/2027	330,342.07	4,261.41	39,290.85		412.93	43,965.19	291,051.22
34	3/1/2028	291,051.22	3,754.56	39,846.82		363.81	43,965.19	251,204.40
35	9/1/2028	251,204.40	3,240.54	40,410.64		314.01	43,965.19	210,793.76
36	3/1/2029	210,793.76	2,719.24	40,982.46		263.49	43,965.19	169,811.30
37	9/1/2029	169,811.30	2,190.57	41,562.36		212.26	43,965.19	128,248.94
38	3/1/2030	128,248.94	1,654.41	42,150.47		160.31	43,965.19	86,098.47
39	9/1/2030	86,098.47	1,110.67	42,746.90		107.62	43,965.19	43,351.57
40	3/1/2031	43,351.57	559.24	43,351.57		54.38	43,965.19	0.00
		Totals	384,787.79	1,323,155.41	1,185,155.40	37,285.82	2,930,384.42	

IN WITNESS WHEREOF, KDHE and the Municipality have caused this Fifth Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of March 25, 2013.



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

By John W. Mitchell
Director

"KDHE"

Date: 3-25-2013

PITTSBURG, KANSAS

By _____

Title: _____

(Seal)

ATTEST:

By _____

Title:

The "Municipality"

Date: _____

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	3/22/2013			170312		

* * 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:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: *	TOTALS:	1		0.00	0.00	0.00
BANK: *	TOTALS:	1		0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 3/20/2013 THRU 4/02/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1991	CHIEF STATE BOILER INSPECTOR	R	3/22/2013			170309		30.00
0748	CONRAD FIRE EQUIPMENT INC	R	3/22/2013			170310		78.18
4263	COX COMMUNICATIONS	R	3/22/2013			170311		1,546.42
0023	EMPLOYERS MUTUAL CASUALTY COMP	R	3/22/2013			170313		500.00
1036	FEDERAL BUREAU OF INVESTIGATIO	R	3/22/2013			170314		220.00
7007	MANPOWER	R	3/22/2013			170315		573.30
5387	PALUCCA AND SONS SUPER MARKET	R	3/22/2013			170316		70.50
0175	REGISTER OF DEEDS	R	3/22/2013			170317		31.80
6957	U.S. BANK	R	3/22/2013			170318		500.53
1108	WESTAR ENERGY	R	3/22/2013			170319		96.75
5622	KANSAS STATE UNIVERSITY	R	3/26/2013			170329		25.00
3466	KANSAS DEPT OF AGRICULTURE	R	3/26/2013			170330		1,600.00
4887	BKD, LLP	R	3/29/2013			170331		3,795.74
0497	CRAWFORD COUNTY DISTRICT COURT	R	3/29/2013			170332		36.00
0613	GOVERNMENT RESEARCH SERVICE	R	3/29/2013			170333		106.50
6679	HUMAN RESOURCES MANAGEMENT ASS	R	3/29/2013			170334		50.00
0380	KANSAS DEPARTMENT OF REVENUE	R	3/29/2013			170335		25.00
0031	KANSAS STATEWIDE HOMELESS COAL	R	3/29/2013			170336		65.00
7007	MANPOWER	R	3/29/2013			170337		382.20
4644	MIDWAY FORD TRUCK CENTER, INC.	R	3/29/2013			170338		424.35
0175	REGISTER OF DEEDS	R	3/29/2013			170339		10.08
0349	UNITED WAY OF CRAWFORD COUNTY	R	3/29/2013			170340		107.87

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/20/2013 THRU 4/02/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2350	WASTE CORPORATION OF MISSOURI	R	3/29/2013			170341		265.44
1108	WESTAR ENERGY	R	3/29/2013			170342		36.55
5371	PITTSBURG FAMILY YMCA	R	3/29/2013			170343		78.22
5410	WATCO COMPANIES INC	R	4/01/2013			170352		1,500.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	4/02/2013			170353		110.45
2004	AIRE MASTER	R	4/02/2013			170354		15.91
6192	KATHLEEN CERNE	R	4/02/2013			170355		600.00
1991	CHIEF STATE BOILER INSPECTOR	R	4/02/2013			170356		30.00
0021	CUES	R	4/02/2013			170357		844.88
6358	FIRE X INC	R	4/02/2013			170358		24.75
6793	FOREMOST PROMOTIONS	R	4/02/2013			170359		195.43
0020	FRANK FLETCHER	R	4/02/2013			170360		897.42
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	4/02/2013			170361		59.20
0032	K-STATE SALINA	R	4/02/2013			170362		27.00
6937	L.B. FOSTER COMPANY	R	4/02/2013			170363		101,901.00
6912	MESA ANIMAL CLINIC	R	4/02/2013			170364		112.00
5917	PARTSMASTER	R	4/02/2013			170365		202.77
6847	VOLVO RENTS INC	R	4/02/2013			170366		493.00
0009	ROBERT J. LOUGH	E	3/27/2013			999999		600.00
0011	AMERICAN ELECTRIC INC	E	3/27/2013			999999		739.06
0026	STANDARD INSURANCE COMPANY	D	4/01/2013			999999		1,273.20
0046	ETTINGERS OFFICE SUPPLY	E	3/27/2013			999999		1,204.82

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/20/2013 THRU 4/02/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0054	JOPLIN SUPPLY COMPANY	E	3/27/2013			999999		740.68
0055	JOHN'S SPORT CENTER	E	3/27/2013			999999		755.27
0056	JOPLIN GLOBE	E	3/27/2013			999999		708.25
0063	LOCKE WHOLESALE SUPPLY	E	3/27/2013			999999		1,948.09
0065	KONE INC.	E	3/27/2013			999999		2,754.00
0075	RYAN'S DRIVE-THRU CLEANER	E	3/27/2013			999999		634.15
0087	FORMS ONE	E	3/27/2013			999999		621.40
0088	D & H LEASING INC	E	3/27/2013			999999		223.28
0101	BUG-A-WAY INC	E	3/27/2013			999999		55.00
0105	PITTSBURG AUTOMOTIVE INC	E	3/27/2013			999999		1,443.62
0112	MARRONES INC	E	3/27/2013			999999		42.80
0117	THE MORNING SUN	E	3/27/2013			999999		475.83
0127	KUSTOM SIGNALS INC	E	3/27/2013			999999		592.74
0135	PITTSBURG AREA CHAMBER OF COMM	E	3/27/2013			999999		2,216.00
0145	BROADWAY LUMBER COMPANY, INC.	E	3/27/2013			999999		1,156.10
0146	CHAPMAN'S LOCKSMITHING	E	3/27/2013			999999		28.50
0154	BLUE CROSS & BLUE SHIELD	D	3/22/2013			999999		41,098.26
0154	BLUE CROSS & BLUE SHIELD	D	3/29/2013			999999		44,848.31
0154	BLUE CROSS & BLUE SHIELD	D	4/01/2013			999999		26,092.31
0163	O'REILLY AUTOMOTIVE INC	E	3/27/2013			999999		10.98
0181	INGRAM	E	3/27/2013			999999		47.34
0199	KIRKLAND WELDING SUPPLIES	E	3/27/2013			999999		19.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/20/2013 THRU 4/02/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0200	SHERWIN WILLIAMS COMPANY	E	3/27/2013			999999		281.92
0207	PEPSI-COLA BOTTLING CO OF PITT	E	3/27/2013			999999		212.00
0278	LAWSON PRODUCTS INC	E	3/27/2013			999999		58.56
0289	TITLEIST	E	3/27/2013			999999		1,939.67
0294	COPY PRODUCTS INC	E	3/27/2013			999999		254.70
0300	PITTSBURG FORD-MERCURY, INC.	E	3/27/2013			999999		144.94
0317	KUNSHEK CHAT & COAL CO, INC.	E	3/27/2013			999999		6,251.40
0321	KP&F	D	3/29/2013			999999		35,129.87
0329	O'MALLEY IMPLEMENT CO INC	E	3/27/2013			999999		386.88
0337	CROSS-MIDWEST TIRE	E	3/27/2013			999999		1,596.94
0339	GENERAL MACHINERY	E	3/27/2013			999999		5,955.55
0345	VICTOR L PHILLIPS CO	E	3/27/2013			999999		361.16
0375	CONVENIENT WATER COMPANY	E	3/27/2013			999999		5.00
0410	WITTEK GOLF SUPPLY CO INC	E	3/27/2013			999999		421.01
0420	CONTINENTAL RESEARCH CORP	E	3/27/2013			999999		163.48
0507	SEKRPC	E	3/27/2013			999999		965.70
0516	AMERICAN CONCRETE CO INC	E	3/27/2013			999999		862.13
0530	THYSSENKRUPP CORPORATION	E	3/27/2013			999999		800.13
0551	DATA FLOW	E	3/27/2013			999999		134.95
0583	DICKINSON INDUSTRIES INC	E	3/27/2013			999999		200.00
0585	MOLLE MC AUTOMOTIVE INC	E	3/27/2013			999999		143.34
0627	BOETTCHER SUPPLY INC	E	3/27/2013			999999		84.78

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/20/2013 THRU 4/02/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0636	SAM BROWN & SON SHEET METAL	E	3/27/2013			999999		185.00
0659	PAYNES INC	E	3/27/2013			999999		150.00
0728	ICMA	D	3/29/2013			999999		1,558.93
0752	US SIXTY-NINE HIGHWAY	E	3/27/2013			999999		3,500.00
0823	TOUCHTON ELECTRIC INC	E	3/27/2013			999999		592.43
0843	LAB SAFETY SUPPLY INC	E	3/27/2013			999999		225.78
0844	HY-FLO EQUIPMENT CO	E	3/27/2013			999999		95.00
0921	BROYLES INC	E	3/27/2013			999999		428.16
0968	LEE ENTERPRISES	E	3/27/2013			999999		114.50
1050	KPERS	D	3/29/2013			999999		29,845.42
1141	THE G W VAN KEPPEL COMPANY	E	3/27/2013			999999		84.75
1478	KANSASLAND TIRE OF PITTSBURG	E	3/27/2013			999999		1,743.22
1490	ESTHERMAE TALENT	E	3/27/2013			999999		25.00
1500	GIRARD TARPS INC	E	3/27/2013			999999		250.00
1619	MIDWEST TAPE	E	3/27/2013			999999		71.12
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	3/27/2013			999999		577.55
2027	COLLEEN BROOKS	E	3/27/2013			999999		25.00
2126	BUILDING CONTROLS & SERVICE IN	E	3/27/2013			999999		1,281.90
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	3/27/2013			999999		30,614.10
2223	PITNEY BOWES	E	3/27/2013			999999		894.00
2621	MONICA LAFORTE	E	3/27/2013			999999		37.50
2960	PACE ANALYTICAL SERVICES INC	E	3/27/2013			999999		1,559.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/20/2013 THRU 4/02/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2994	COMMERCIAL AQUATIC SERVICE INC	E	3/27/2013			999999		897.33
3079	COMMERCE BANK	D	3/28/2013			999999		16,722.92
3192	MUNICIPAL CODE CORP	E	3/27/2013			999999		2,129.60
3248	AIRGAS USA LLC	E	3/27/2013			999999		68.15
3261	PITTSBURG AUTO GLASS	E	3/27/2013			999999		150.00
3347	ARLAN CO INC	E	3/27/2013			999999		998.80
3571	LARRY'S DIESEL REPAIR LLC	E	3/27/2013			999999		6,826.40
3802	BRENNTAG MID-SOUTH INC	E	3/27/2013			999999		4,121.25
3971	FASTENAL COMPANY	E	3/27/2013			999999		89.21
4133	T.H. ROGERS HOMECENTER	E	3/27/2013			999999		40.03
4307	HENRY KRAFT, INC.	E	3/27/2013			999999		784.44
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	3/27/2013			999999		348.85
4501	JAMES D PATTERSON	E	3/27/2013			999999		192.00
4766	ACCURATE ENVIRONMENTAL	E	3/27/2013			999999		1,464.25
5049	CRH COFFEE INC	E	3/27/2013			999999		40.55
5302	EMEDCO	E	3/27/2013			999999		592.81
5308	BUS ANDREWS EQUIPMENT INC	E	3/27/2013			999999		29.06
5340	COMMERCE BANK TRUST	E	3/21/2013			999999		23,604.91
5566	VINYLPLEX INC	E	3/27/2013			999999		1,875.72
5590	HD SUPPLY WATERWORKS, LTD.	E	3/27/2013			999999		3,780.00
5635	LASER EQUIPMENT INC	E	3/27/2013			999999		155.85
5855	SHRED-IT USA INC	E	3/27/2013			999999		239.90

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/20/2013 THRU 4/02/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6175	HENRY C MENGHINI	E	3/27/2013			999999		2,601.60
6203	SOUTHWEST PAPER CO INC	E	3/27/2013			999999		510.92
6230	THE MAZUREK LAW OFFICE LLC	E	3/27/2013			999999		462.00
6402	BEAN'S TOWING & AUTO BODY	E	3/27/2013			999999		1,065.00
6415	ING FINANCIAL ADVISORS	D	3/29/2013			999999		3,084.00
6528	GALE GROUP	E	3/27/2013			999999		86.37
6718	NATIONAL SCREENING BUREAU	E	3/27/2013			999999		58.00
6728	LEE GROUP INTERNATIONAL INC	E	3/27/2013			999999		4,980.00
6952	ADP INC	D	3/22/2013			999999		2,310.80
6952	ADP INC	D	3/27/2013			999999		2,026.55

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	40	117,669.24	0.00	117,669.24
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	11	203,990.57	0.00	203,990.57
EFT:	91	138,953.74	65.58CR	138,888.16
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	142	460,613.55	65.58CR	460,547.97
BANK: 80144	TOTALS:	142	460,613.55	65.58CR	460,547.97

VENDOR SET: 99 City of Pittsburg, KS
 BANK: EFT MANUAL EFTS
 DATE RANGE: 3/20/2013 THRU 4/02/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0030	JAY BYERS	E	4/01/2013			999999		148.50
0075	RYAN'S DRIVE-THRU CLEANER	E	3/25/2013			999999		1.90
0101	BUG-A-WAY INC	E	3/25/2013			999999		60.00
0101	BUG-A-WAY INC	E	4/01/2013			999999		45.00
0199	KIRKLAND WELDING SUPPLIES	E	3/25/2013			999999		31.32
0199	KIRKLAND WELDING SUPPLIES	E	4/01/2013			999999		534.50
0231	JAMES CLARKSON	E	3/25/2013			999999		16.50
0276	JOE SMITH COMPANY, INC.	E	4/01/2013			999999		57.90
0294	COPY PRODUCTS INC	E	3/25/2013			999999		614.10
0329	O'MALLEY IMPLEMENT CO INC	E	3/25/2013			999999		147.59
0507	SEKRPC	E	3/25/2013			999999		400.00
0831	WATER ENVIRONMENT FEDERATION	E	3/25/2013			999999		98.00
0866	AVFUEL CORPORATION	E	3/25/2013			999999		28,136.21
1030	FREDDY VAN'S INC	E	4/01/2013			999999		3,200.00
1629	PITTSBURG BEAUTIFUL	E	3/25/2013			999999		4,926.61
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	3/25/2013			999999		31.80
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	3/25/2013			999999		751.16
2971	KERIT	E	3/25/2013			999999		13,651.00
3151	SOUTHEAST KANSAS ASSOC	E	4/01/2013			999999		50.00
5295	SPRINGFIELD BLUEPRINT	E	3/25/2013			999999		117.06
5609	RON WHITE	E	4/01/2013			999999		140.00
6067	BANC OF AMERICA PUBLIC CAPITAL	E	4/01/2013			999999		82,334.17

VENDOR SET: 99 City of Pittsburg, KS
 BANK: EFT MANUAL EFTS
 DATE RANGE: 3/20/2013 THRU 4/02/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6309	TAMMY FRYE	E	3/25/2013			999999		400.00
6494	BRIAN'S APPLIANCE REPAIR & INS	E	3/25/2013			999999		219.74
6652	JOHNNY VILELA	E	3/25/2013			999999		2,430.00
6658	DAVIS-MOORE INC	E	4/01/2013			999999		71,822.55
6721	LLOYDS TRASH SERVICE	E	4/01/2013			999999		26.78
6822	ELIZABETH BRADSHAW	E	4/01/2013			999999		239.00
6959	JERALD L STEFFENHAGEN SR	E	4/01/2013			999999		399.00
6962	LATHROP CONSTRUCTION, INC.	E	4/01/2013			999999		64,269.68
6995	SUMMER WARREN	E	4/01/2013			999999		40.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	31	275,340.07	0.00	275,340.07
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: EFT	TOTALS:	31	275,340.07	0.00	275,340.07
BANK: EFT	TOTALS:		31	275,340.07	0.00	275,340.07

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 3/20/2013 THRU 4/02/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6266	KENNETH JOSEPH BRADY	R	4/01/2013			170344		261.00
6585	CLASS HOMES 1 LLC	R	4/01/2013			170345		247.00
6168	K AND B RENTALS LLC	R	4/01/2013			170346		593.00
1601	GRAIG MOORE	R	4/01/2013			170347		156.00
1800	DAN RODABAUGH	R	4/01/2013			170348		383.00
6451	NAZAR SAMAN	R	4/01/2013			170349		928.00
4897	JOHN VINARDI	R	4/01/2013			170350		639.00
4636	WESTAR ENERGY, INC. (HAP)	R	4/01/2013			170351		800.00
0013	ASHLEY K. CANTRELL	E	4/02/2013			999999		503.00
0109	RANDY VILELA TRUCKING, HAULING	E	4/02/2013			999999		434.00
0140	A&M RENTALS	E	4/02/2013			999999		897.00
0266	JOHN S KUTZ	E	4/02/2013			999999		98.00
0372	CONNER REALTY	E	4/02/2013			999999		346.00
0855	CHARLES HOSMAN	E	4/02/2013			999999		466.00
0969	SEK-CAP INC	E	4/02/2013			999999		351.61
1008	BENJAMIN M BEASLEY	E	4/02/2013			999999		377.00
1231	JOHN LOVELL	E	4/02/2013			999999		259.00
1609	PHILLIP H O'MALLEY	E	4/02/2013			999999		4,989.00
1638	VERNON W PEARSON	E	4/02/2013			999999		422.00
1688	DORA WARE	E	4/02/2013			999999		687.00
1961	DUSTIN D MAJOR	E	4/02/2013			999999		89.00
1982	KENNETH STOTTS	E	4/02/2013			999999		3,519.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 3/20/2013 THRU 4/02/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1985	RICK A MOORE	E	4/02/2013			999999		771.00
2304	DENNIS HELMS	E	4/02/2013			999999		481.00
2339	CHRIS WINDSOR	E	4/02/2013			999999		154.00
2398	WILLIAM E SAMSON	E	4/02/2013			999999		296.00
2542	CHARLES YOST	E	4/02/2013			999999		1,369.00
2624	JAMES ZIMMERMAN	E	4/02/2013			999999		1,383.00
2718	KENNETH B DUTTON	E	4/02/2013			999999		277.00
2850	VENITA STOTTS	E	4/02/2013			999999		446.00
2913	KENNETH N STOTTS JR	E	4/02/2013			999999		259.00
3002	BARBARA MINGORI	E	4/02/2013			999999		928.00
3067	STEVE BITNER	E	4/02/2013			999999		4,541.00
3082	JOHN R JONES	E	4/02/2013			999999		235.00
3114	PATRICIA BURLESON	E	4/02/2013			999999		1,479.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	4/02/2013			999999		432.00
3193	WILLIAM CROZIER	E	4/02/2013			999999		2,355.00
3252	LINDA S LLOYD	E	4/02/2013			999999		196.00
3272	DUNCAN HOUSING LLC	E	4/02/2013			999999		6,636.00
3273	RICHARD F THENIKL	E	4/02/2013			999999		1,272.00
3294	JOHN R SMITH	E	4/02/2013			999999		579.00
3593	REMINGTON SQUARE	E	4/02/2013			999999		6,456.00
3668	MID AMERICA PROPERTIES OF PITT	E	4/02/2013			999999		2,581.00
3708	GILMORE BROTHERS RENTALS	E	4/02/2013			999999		68.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 3/20/2013 THRU 4/02/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3724	YVONNE L. ZORNES	E	4/02/2013			999999		644.00
3746	JAROLD BONBRAKE	E	4/02/2013			999999		327.00
3821	JAMES T BLANCHO	E	4/02/2013			999999		226.00
4218	MEADOWLARK TOWNHOUSES	E	4/02/2013			999999		1,814.00
4492	PITTSBURG SENIORS	E	4/02/2013			999999		3,830.00
4546	C & M PROPERTIES LLC	E	4/02/2013			999999		81.00
4564	TERRY L SIMPSON	E	4/02/2013			999999		389.00
4752	S & N MANAGEMENT, LLC	E	4/02/2013			999999		1,078.00
4786	JENNIFER STANLEY	E	4/02/2013			999999		307.00
4828	LINDA G MARTINSON	E	4/02/2013			999999		142.00
4928	PITTSBURG STATE UNIVERSITY	E	4/02/2013			999999		1,380.00
5035	ZACK QUIER	E	4/02/2013			999999		476.00
5039	VANETA MATHIS	E	4/02/2013			999999		273.00
5393	CARLOS ANGELES	E	4/02/2013			999999		547.00
5508	BUTLER RENTALS INC	E	4/02/2013			999999		103.00
5549	DELBERT BAIR	E	4/02/2013			999999		266.00
5583	ROBERT L NANKIVELL SR	E	4/02/2013			999999		95.00
5653	PEGGY HUNT	E	4/02/2013			999999		228.00
5656	EARL HARTMAN	E	4/02/2013			999999		257.00
5658	DEANNA J HIGGINS	E	4/02/2013			999999		163.00
5660	HERBERT WARING	E	4/02/2013			999999		170.00
5676	BARBARA TODD	E	4/02/2013			999999		267.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 3/20/2013 THRU 4/02/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5817	JAMA ENTERPRISES LLP	E	4/02/2013			999999		253.00
5834	DENNIS TROUT	E	4/02/2013			999999		365.00
5854	ANTHONY A SNYDER	E	4/02/2013			999999		267.00
5875	BRIAN WARE	E	4/02/2013			999999		450.00
5885	CHARLES T GRAVER	E	4/02/2013			999999		500.00
5896	HORIZON INVESTMENTS GROUP INC	E	4/02/2013			999999		550.00
5906	JOHN HINRICHS	E	4/02/2013			999999		193.00
5939	EDNA R TRENT	E	4/02/2013			999999		220.00
5961	LARRY VANBECELAERE	E	4/02/2013			999999		540.00
6002	SALLY THRELFALL	E	4/02/2013			999999		333.00
6032	TIM J. RIDGWAY	E	4/02/2013			999999		1,115.00
6073	REBECCA FOSTER	E	4/02/2013			999999		225.00
6090	RANDAL BENNEFELD	E	4/02/2013			999999		20.00
6108	TILDEN BURNS	E	4/02/2013			999999		266.00
6130	T & K RENTALS LLC	E	4/02/2013			999999		773.00
6150	JAMES L COX	E	4/02/2013			999999		354.00
6161	MICHAEL J STOTTS	E	4/02/2013			999999		162.00
6172	ANDREW A WACHTER	E	4/02/2013			999999		210.00
6186	TROY ROSENSTIEL	E	4/02/2013			999999		509.00
6294	RONALD E WUERDEMAN	E	4/02/2013			999999		197.00
6295	DAVID L PETERSON	E	4/02/2013			999999		675.00
6298	KEVAN L SCHUPBACH	E	4/02/2013			999999		5,556.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 3/20/2013 THRU 4/02/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6306	BALKANS DEVELOPMENT LLC	E	4/02/2013			999999		352.00
6314	PARKVIEW HOUSING INC	E	4/02/2013			999999		550.00
6317	RONALD L EMERSON	E	4/02/2013			999999		167.00
6322	R JAMES BISHOP	E	4/02/2013			999999		371.00
6380	WAYNE E THOMPSON	E	4/02/2013			999999		577.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	4/02/2013			999999		3,634.00
6441	HEATHER D MASON	E	4/02/2013			999999		276.00
6442	MELISSA BERMAN	E	4/02/2013			999999		525.00
6446	HUTCHINS RENTAL TRUST ACCOUNT	E	4/02/2013			999999		165.00
6464	CBM REAL ESTATE GROUP LLC	E	4/02/2013			999999		525.00
6507	MARTHA E MOORE	E	4/02/2013			999999		96.00
6628	SEAN HALL	E	4/02/2013			999999		400.00
6633	CHRISTINA OBERLE	E	4/02/2013			999999		223.00
6647	MICHAEL A SMITH	E	4/02/2013			999999		648.00
6657	OZARKS AREA COMMUNITY ACTION C	E	4/02/2013			999999		455.10
6673	JUDITH A COLLINS	E	4/02/2013			999999		20.00
6708	CHARLES MERTZ	E	4/02/2013			999999		437.00
6726	JEPSON HOLDINGS LLC	E	4/02/2013			999999		71.00
6763	BRETT A WARY	E	4/02/2013			999999		581.00
6799	KEVIN KITTERMAN	E	4/02/2013			999999		575.00
6803	MIKE GARRETT RENTALS LLC	E	4/02/2013			999999		309.00
6868	DAVID SIMPSON (308)	E	4/02/2013			999999		230.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 3/20/2013 THRU 4/02/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6886	DELBERT BAIR	E	4/02/2013			999999		434.00
6905	JENNIFER M TRISLER	E	4/02/2013			999999		348.00
6908	BRANDON DEMO	E	4/02/2013			999999		248.00
6916	STILWELL HERITAGE & EDUCATIONA	E	4/02/2013			999999		5,859.00
6945	JAMES M KUKOVICH	E	4/02/2013			999999		538.00
6966	CHARLOTTE BURGESS	E	4/02/2013			999999		476.00
6971	PAMELA BEER	E	4/02/2013			999999		412.00
6972	TAVARRA HORN	E	4/02/2013			999999		15.00
7012	RICKY R STEVENS	E	4/02/2013			999999		397.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	8	4,007.00	0.00	4,007.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	111	93,341.71	0.00	93,341.71
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: HAP	TOTALS:	119	97,348.71	0.00	97,348.71
BANK: HAP	TOTALS:		119	97,348.71	0.00	97,348.71
REPORT TOTALS:			293	833,302.33	65.58CR	833,236.75

Passed and approved this 9th day of April, 2013.

Mayor -

ATTEST:

City Clerk – Tammy Nagel



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Pittsburg Area Chamber of Commerce President

DATE: April 3, 2013

SUBJECT: April 9, 2013 Agenda Item
Via Christi Hospital Pittsburg, Inc. loan

On June 26, 2012, the City Commission approved a \$500,000 loan to Via Christi Hospital Pittsburg, Inc. to help facilitate the hospital's 40,000 square foot surgical wing addition. The project, set for completion in January 2014, is slated to create at least 61 new jobs and a direct economic impact of over \$16 million per year.

The proposal initially presented to the commission was inclusive of all expected employment and capital expenditure numbers, both from Via Christi Hospital and private contractors that operate independent of the hospital. While the project is expected to meet or surpass those projections, we recommend limiting the hospital's scope of expectations to those jobs and expenditures directly under the hospital's purview.

As such, in finalizing the contract with Via Christi, the Economic Development Advisory Committee (EDAC) recommends the following changes to the contract as requested by hospital officials:

*Reduce the capital expenditure requirement for forgiveness in the loan agreement from \$20,500,000.00 to \$18,000,000.00.

*Reduce the number of current full time employees referenced in the loan agreement from the 725 listed in the RLF application to 645 full time equivalent employees.

*Reduce the number of full time jobs created from the 61 listed in the RLF application to 26 full time equivalent employees.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 9, 2013. Action being requested is the approval or denial of the EDAC and recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: April 3, 2013

SUBJECT: Agenda Item – April 9, 2013
Agreement Between KDOT and the City
Broadway (US-69B) and 20th Street
KDOT Project No. 19 U-0065-01 HSIP-U006(501)

KDOT has prepared and submitted to the City for approval an agreement between the City of Pittsburg and the Secretary of Transportation to participate in funding an intersection improvements project at Broadway (US-69B) and 20th Street. According to this agreement, the Project will be funded using Federal funds consisting of Highway Safety Improvement Program (HSIP) funds and State funds consisting of State-aid Safety Set-aside (SAF) funds as follows:

- **HSIP Funds.** The State will be responsible for 90% of the total costs for Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed \$400,000 for the Project work to be funded through HSIP funds for the Project.
- **SAF Funds.** The State will be responsible for 10% of the total actual costs of Construction (which includes Construction Contingency Items) and Construction Engineering, but not to exceed \$44,444.44 for Project work to be funded through SAF funds for the Project. Further, the State agrees the SAF funds will apply to the City's matching responsibility for the HSIP Funds. The State further agrees to be responsible for 100% of the total actual cost of all Construction (including Construction Contingency Items) and Construction Engineering, but not to exceed \$355,555.56 for Project work to be funded through the SAF Funds for the Project.

MEMO TO: DARON HALL
APRIL 3, 2013
PAGE TWO

- **Costs Exceeding Maximum Participation.** The State will not be responsible for the total actual costs of Construction (which includes the costs of Construction Contingency Items) and the Construction Engineering that exceed \$800,000 for the Project.
- **Non-Participating Costs.** The State will not be responsible for the total actual costs of the City's Preliminary Engineering, right-of-way, utility adjustments, or any Non-Participating Construction Engineering Costs.

By entering into this agreement, KDOT will commit funds to the project. The bid letting for this project is scheduled for December 18, 2013. KDOT will notify the City after the letting the amount to be deposited with the State for the City's portion of the cost for the project. The staff anticipates a spring 2014 start date. The City Attorney has reviewed this agreement for form.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 9, 2013. 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.

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

Attachment: KDOT Agreement

PROJECT NO. 19 U-0065-01
HSIP-U006(501)
INTERSECTION IMPROVEMENT
CITY OF PITTSBURG, KANSAS

AGREEMENT

This Agreement is between **MICHAEL S. KING, Secretary of Transportation, Kansas Department of Transportation (KDOT)** (the "Secretary") and the **City of Pittsburg, Kansas ("City")**, collectively, the "Parties."

RECITALS:

- A. The City has requested and Secretary has authorized a Federal Aid Safety Project, as further described in this Agreement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets utilizing federal funds.
- C. The Secretary and the City desire to construct the Project.
- D. 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 federal aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. "**Agreement**" means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. "**City**" means the City of Pittsburg, Kansas, with its place of business at 201 W. 4th Street, Pittsburg, KS, 66762-0688.
3. "**Construction**" means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
4. "**Construction Contingency Items**" mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
5. "**Construction Engineering**" means inspection services material testing, engineering consultation and other reengineering activities required during Construction of the Project.

6. **"Consultant"** means any engineering firm or other entity retained by the City to perform services for the Project.
7. **"Contractor"** means the entity awarded the Construction contract for the Project by the City, and any subcontractors working for the Contractor or the City with respect to the Project.
8. **"Design Plans"** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **"Effective Date"** means the date this Agreement is signed by the Secretary or his designee.
10. **"Encroachment"** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **"FHWA"** means the Federal Highway Administration, a federal agency of the United States.
12. **"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, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is 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.
13. **"KDOT"** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
14. **"Letting" or "Let"** means the process of receiving bids and awarding a Construction contract for any portion of the Project.
15. **"Non-Participating Costs"** means the costs of any items or services which the Secretary, acting on his own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.

16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
18. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **Construction of left turn lanes on 20th Street, the upgrade of traffic signals, and the construction of any necessary sidewalk improvements including sidewalk ramps at the intersection of US-69 Business/Broadway Avenue and 20th Street in Pittsburg, Kansas**, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to deliver contractual services in response to a request for bid with the technical capability, financial capacity, human resources and equipment required to perform the contractual services and a record of having met similar schedules.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
24. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly and/or indirectly serves the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire rights of way in accordance with the laws and with procedures established by KDOT’s Bureau of Right of Way and the Office of Chief Counsel and as required by FWA directives to obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary shall let the contract for the Project and shall 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, as required by FHWA, to negotiate with and report to the FHWA, and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.

3. **Indemnification by Contractors.** The Secretary will 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. **Payment of Costs.** The Project shall use federal funds consisting of Highway Safety Improvement Program (HSIP) funds and state funds consisting of State-aid Safety Set-Aside (SAF) funds as follows:

- (a) **HSIP Funds.** The Secretary agrees to be responsible for ninety percent (90%) of the total costs for Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed \$400,000.00 for the Project work to be funded through HSIP funds for the Project.
- (b) **SAF Funds.** The Secretary agrees to be responsible for ten percent (10%) of the total actual costs of Construction (which includes Construction Contingency Items) and Construction Engineering, but not to exceed \$44,444.44 for Project work to be funded through SAF funds for the Project. Further, the Secretary agrees the SAF funds will apply to the City's matching responsibility for the HSIP Funds provided under Article II, 4(a) above. The Secretary further agrees to be responsible for one hundred percent (100%) of the total actual cost of all Construction (including Construction Contingency Items) and Construction Engineering, but not to exceed \$355,555.56 for Project work to be funded through the SAF funds for the Project.
- (c) **Costs Exceeding Maximum Participation.** The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of Construction Contingency Items) and the Construction Engineering that exceed \$800,000.00 for the Project.
- (d) **Non-Participating Costs.** The Secretary shall not be responsible for the total actual costs of the City's Preliminary Engineering, Right of Way, Utility adjustments, or any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

5. **Final Billing.** After receipt of FHWA acknowledgement 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 III

CITY RESPONSIBILITIES:

1. **Secretary Authorization.** 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 with the Project 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. 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 the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current version of the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the current version, as adopted by the Secretary, of the Manual on Uniform Traffic 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, any necessary Project Special Provisions, and the rules and regulations of the Federal Highway Administration pertaining to the Project.

4. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, 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.

6. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant contracted with by the City to perform services for the Project. In addition, any contract 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 must contain language requiring conformity with Article III, paragraph 3 above. In addition, any contract between the City and any Consultant contracted with by the City to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) Completion of Design. 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) Progress Reports. 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) Third Party Beneficiary. Language making the Secretary 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."

7. Responsibility for Adequacy of Design. The City shall be responsible for and require any consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or his 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 for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or 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 for the Project, or any other work performed by the Consultant or the City.

8. Authorization of Signatory. The City shall authorize a duly appointed representative 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.

9. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way 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., Part 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 Secretary, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) **Right of Way Documentation.** The City will provide all legal descriptions required for Right of Way acquisition work. Right of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA 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 appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) **Relocation Assistance.** The City will 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 36-16-1 *et seq.*

(d) **Non-Highway Use of Right of Way.** Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) **Use of City Right-of Way.** 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 Project.

(f) **Trails and Sidewalks on Right of Way.** With regard to any bike or pedestrian paths or sidewalks ("Trails/Sidewalks") constructed pursuant to the Design Plans, the City agrees as follows:

(i) City Responsible for Repairs and Providing Alternative Accessible Routes. The City agrees that the primary purpose of the Right of Way is for the construction and maintenance of US-69 Business/Broadway Avenue. In the event that the construction or maintenance of US-69 Business/Broadway Avenue reasonably requires the Trail/Sidewalk to be damaged or removed, the City shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of US-69 Business/Broadway Avenue construction or maintenance. In the event the Trail/Sidewalk is temporarily closed or removed for any reason and for any length of time, the City will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.

(ii) Interference with KDOT Right of Way. If the Secretary, in his or her sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.

(iii) Incorporation of Trail/Sidewalk into Local Transportation System. The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.

10. **Removal of Encroachments.** The City shall 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 within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

11. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed no less than the distance permitted by the National Fire Code from the Right of Way line.

12. **Utilities.** The City agrees to the following with regard to Utilities:

(a) **Utility Relocation.** The City will move or adjust, or cause to be moved or adjusted all Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be 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.

(b) Status of Utilities. The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that 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 the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location 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.

(e) Indemnification. To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

13. Hazardous Waste. The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, his agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City 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 Right of Way within the Project limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project limits.

14. Inspections. The City is responsible to provide Construction Engineering for the Project 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 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. The City will require at a minimum all City personnel and all Consultant personnel performing Construction Engineering comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. The agreement for inspection services between the Secretary and the City and/or the Consultant must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

15. Traffic Control. The City agrees to the following with regard to traffic control for the Project:

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

(b) Permanent Traffic Control. 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, must 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 FHWA approval.

(c) **Parking Control.** The City will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may safely and expeditiously be served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

16. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary and the FHWA.

17. **Maintenance of the Project.** When the Project is completed and final acceptance is issued the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. 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. If notified 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. 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.

18. **Qualified Traffic Engineering Unit.** The City 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.

19. **Accident Data.** The City will 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.

20. **Financial Obligation.** The City will 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 exceed \$800,000.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of the City's Preliminary Engineering, all Right of Way, and all Utility adjustments for the Project. The City shall not be responsible for any of KDOT's total actual costs of Preliminary Engineering. The City

shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

21. **Remittance of Estimated Share.** The City shall 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 thirty (30) days after the Letting date.

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

23. **Audit.** All local governmental units, Non-Profit Organizations, and Indian Tribal governments shall comply with Federal-Aid Transportation Act and OMB Circular A-133 "Audits of State and Local Governments, and Non-Profit Organizations." Further, the City further agrees to the following provisions:

(a) It is the policy of the Secretary to make any final payments to the City for services related to the Project 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).

(b) 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.

24. **Accounting.** The estimated Non-Participating Costs for the City's Preliminary Engineering is \$90,235.00, for Right of Way is \$75,000.00, and for Utility adjustments is \$300,000.00. Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

25. **Organizational Registration Requirements.**

(a) **Dun & Bradstreet.** 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>).

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

26. **Cancellation by City.** If the City 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.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

3. **Contractual Provisions.** 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 hereof.

4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.

5. **Binding Agreement.** 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.

6. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF PITTSBURG, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

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

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

**A RESOLUTION RELATING TO BENEFITS
OBTAINABLE BY CITIES UNDER THE
FEDERAL AND STATE AID PROGRAM**

Be it resolved by the Governing Body of the City of Pittsburg:

That the Mayor and City Clerk are authorized and directed to execute for and on behalf of the City of Pittsburg, Kansas, Agreement No. 52-13, between the City and the Kansas Department of Transportation, giving the Secretary of Transportation of the State of Kansas authority to act for the City, and in its place and stead, to obtain for the City such benefits as are obtainable under the Kansas Department of Transportation's Federal-Aid HSIP Safety Program, and obtain the benefits of such legislation for the City on the terms and conditions set forth in such agreement as may be prepared and approved by the Secretary of Transportation for the intersection improvement at the intersection of US-69 Business/Broadway Avenue and 20th Street.

Passed by the Council this _____ day of _____, 20__.

(Approved) (Signed) _____, Mayor

(SEAL)

ATTEST: _____
City Clerk

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.