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RETAIL/HOTEL FEASIBILITY STUDY - Jeff Green, of the Jeff Green Partners, will provide findings and recommendations following the recent retail/hotel feasibility study conducted for Pittsburg.

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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 14, 2014
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Roger John Rank of KSEK Radio
- b. Flag Salute Led by the Mayor
- c. Public Input

CONSENT AGENDA:

- a. Approval of the December 17th, 2013, Special City Commission Meeting minutes.
- b. Approval of staff recommendation to purchase 450 chairs for the lower level of Memorial Auditorium from Ettingers of Pittsburg in the amount of \$11,128.50.
- c. Approval of staff recommendation to purchase property from Sam L. Smith and Mary E. Smith located at Playters 3rd Addition Lots 12 & 18-23 Block 7 in the amount of \$10,000.
- d. Approval of the application submitted by the Gorilla Express (2401 South Rouse), for a 2014 Cereal Malt Beverage License and, if approved, direct the City Clerk to issue the license.
- e. Staff is recommending approval of a request submitted by Greg Cussimano to renew the Dance Hall License for The 311 Club, 311 E. 7th and, if approved, authorize the City Clerk to issue the license.
- f. Staff is recommending approval of a request submitted by Stacey Tema at of DBS Entertainment, LLC, for a new Dance Hall License for the property at 305 North Broadway (Whiskey Bent) and, if approved, authorize the City Clerk to issue the license.
- g. Approval of the Economic Development Advisory Committee's recommendation to forgive Vietti Auto Body's 2013 loan payment in the amount of \$7,550.68, as they have fully complied with the City's requirement for loan forgiveness and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 14, 2014
5:30 PM

- h. Approval of the estimated fees provided by Professional Engineering Consultants, P.A. (PEC) for Construction Engineering (Inspection) Services for the Broadway and Centennial Intersection Improvements Project, KDOT Project No. 19 KA-2617-01, and authorization for the Mayor to execute the three party agreement once prepared by KDOT.
- i. Approval of Agreement No. 369-13 between the Kansas Department of Transportation and the City of Pittsburg, Kansas, to secure federal Safe Routes to Schools (SRTS) Program funding, known as Project No. 19 U-0211-01 SRTS-U021(101) (Non-Infrastructure Activities), and authorization for the Mayor to execute the Agreement on behalf of the City.
- j. Approval of a Site Access Agreement to grant Westar Energy, Inc. right-of-entry upon land affected by the right-of-entry located in Pittsburg, Crawford County, Kansas, described as Pittsburg Original Town, Block 39, Lots 215 and 216 (2nd and Locust), for environmental investigation and potential remediation as required by the Kansas Department of Health and Environment Consent Order #94-E-0172 issued on October 7, 1994, and authorization for the Mayor to execute the agreement on behalf of the City.
- k. Approval of a Consent to Roadway with ONEOK, Inc. d.b.a. Kansas Gas Service to allow a private easement held by ONEOK, Inc. to be included in the right-of-way description for the improvements of Homer Street in the vicinity of the Center for Performing Arts currently being requested from Pittsburg State University by the City of Pittsburg, and authorization for the Mayor to execute the Consent to Roadway on behalf of the City.
- l. Approval of the Appropriation Ordinance for the period ending January 14, 2014, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

SPECIAL PRESENTATION:

- a. RETAIL/HOTEL FEASIBILITY STUDY - Jeff Green, of the Jeff Green Partners, will provide findings and recommendations following the recent retail/hotel feasibility study conducted for Pittsburg. **Take that action deemed appropriate.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 14, 2014
5:30 PM

NON-AGENDA REPORTS & REQUESTS:

EXECUTIVE SESSION:

- a. EXECUTIVE SESSION - An Executive Session is necessary for discussion regarding personnel matters of nonelected personnel. **Motion to recess into Executive Session for approximately 30 minutes for discussion regarding personnel matters of nonelected personnel.**

ADJOURNMENT

OFFICIAL MINUTES
OF THE SPECIAL MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 17th, 2013

A Special Session of the Board of Commissioners was held at 5:30 p.m., on Tuesday, December 17th, 2013, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with President of the Board Monica Murnan presiding and the following members present: John Ketterman, Chuck Munsell and Patrick O'Bryan. Mayor Michael Gray participated in the meeting by phone.

APPROVAL OF MINUTES – DECEMBER 10th, 2013 - On motion of Ketterman, seconded by O'Bryan, the Governing Body approved the December 10th, 2013, City Commission Meeting minutes as submitted. Motion carried.

CEREAL MALT BEVERAGE LICENSES – On motion of Ketterman, seconded by O'Bryan, the Governing Body approved the applications submitted by Pittsburg Shell (1117 West 4th Street), Snak Atak #5 (1101 East 4th Street), Horton's Pizza Plus (1601 East 4th Street), El Caballo De Oro (402 South Broadway), Kwik Stop #5 (302 West 4th Street), Knights of Columbus (407 East 11th Street), and Sodexo (302 East Cleveland) to sell Cereal Malt Beverages for the year 2014 and directed the City Clerk to issue the licenses. Motion carried.

CHANGE ORDER AND FINAL PAYMENT – ADA RAMP CONSTRUCTION PROJECT – On motion of Ketterman, seconded by O'Bryan, the Governing Body approved Change Order No. 1 reflecting an increase of \$27,260.90 making a new contract construction amount of \$206,059.90 and final payment in the amount of \$78,848.59 to Sprouls Construction, Inc., of Lamar, Missouri, for the ADA Ramp Construction Project on Walnut Street (Quincy to 3rd) and on Joplin Street (4th to 6th and 9th to 20th). Motion carried.

DISPOSITION OF BIDS – PARKS AND RECREATION TEE SHIRTS – On motion of Ketterman, seconded by O'Bryan, the Governing Body awarded the bid for Parks and Recreation Tee Shirts for 2014 and 2015 to SP Designs & MFG, Inc. of Cape Coral, Florida. Motion carried.

DISPOSITION OF BIDS – MAILING MACHINES – On motion of Ketterman, seconded by O'Bryan, the Governing Body awarded the bid for a new four-year lease for two mailing machines to OME Corp. LLC, based on their low bid amount of \$249.21 per month (\$2,990.52 annual). Motion carried.

SECURITY AGREEMENT – On motion of Ketterman, seconded by O'Bryan, the Governing Body approved a standard Security Agreement between the City of Pittsburg and Landmark National Bank and to allow Landmark National Bank to become eligible to bid on the City's investments and authorized the Mayor to sign the agreement on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE SPECIAL MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 17th, 2013

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

PURCHASE OF TRUCK – On motion of Munsell, seconded by O'Bryan, the Governing Body approved staff request to purchase a 2014 Ford F150 ½ ton truck for the Finance Department utilizing the State of Kansas vehicle purchasing contract from Pittsburg Ford for a total purchase price of \$17,685.00. Motion carried.

OPERATING AGREEMENT – MUNICIPAL CONSULTING, LLC – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved an Operating Agreement between The City of Pittsburg and Municipal Consulting, LLC, in the amount of \$2,950, in which Municipal Consulting, LLC, will conduct a regional business climate survey and authorized the Mayor to sign the Operating Agreement on behalf of the City. Motion carried.

SPECIAL PRESENTATION – ECONOMIC DEVELOPMENT - Director of Economic Development Blake Benson provided a quarterly update on economic development in Pittsburg.

SPECIAL PRESENTATION - CITY'S WASTEWATER COLLECTION SYSTEM - Public Utilities Director John Bailey and Wastewater Treatment Plant Superintendent Chris Farinacci provided a presentation regarding inappropriate materials being placed in the City's Wastewater Collection System, creating problems within the collection system and treatment facility.

Commissioner O'Bryan suggested that information be placed in the water bills asking citizens to not flush wipes that are labeled as "flushable".

EXECUTIVE SESSION - On motion of O'Bryan, seconded by Ketterman, the Governing Body recessed into Executive Session not to exceed 45 minutes for discussion regarding matters relating to security measures that protect public buildings and facilities. Motion carried.

The Governing Body recessed into Executive Session at 6:09 p.m.

The Governing Body reconvened into Special Session at 6:52 p.m.

President of the Board Murnan announced that no decisions were made and no votes were taken during the Executive Session.

OFFICIAL MINUTES
OF THE SPECIAL MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 17th, 2013

EXECUTIVE SESSION - On motion of O'Bryan, seconded by Ketterman, the Governing Body recessed into Executive Session not to exceed 20 minutes for discussion regarding matters relating to security measures that protect public buildings and facilities. Motion carried.

The Governing Body recessed into Executive Session at 6:53 p.m.

The Governing Body reconvened into Special Session at 7:12 p.m.

President of the Board Murnan announced that no decisions were made and no votes were taken during the Executive Session.

ORDINANCE NO. S-1011 – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved Ordinance No. S-1011, fixing the salary and compensation of the officers and employees of the City of Pittsburg, Kansas, on first and only reading. Motion carried.

RESOLUTION NO. 1149 – On motion of Ketterman, seconded by O'Bryan, the Governing Body adopted Resolution No. 1149 to continue to ban the carrying of concealed handguns in Pittsburg Public Library. Motion carried.

RESOLUTION NO. 1143 – On motion of Murnan, seconded by Ketterman, the Governing Body adopted Resolution No. 1143 to continue to ban the carrying of concealed handguns in Pittsburg City Hall. Motion carried with Munsell and O'Bryan voting in opposition.

ADJOURNMENT: On motion of O'Bryan, seconded by Ketterman, the Governing Body adjourned the meeting at 7:29 p.m. Motion carried.

Monica Murnan, President of the Board

ATTEST:

Tammy Nagel, City Clerk

INTEROFFICE MEMORANDUM

To: DARON HALL
CITY MANAGER

From: KIM VOGEL
DIRECTOR OF PARKS AND RECREATION

CC: TAMMY NAGEL
CITY CLERK

Date: JANUARY 9, 2014

Subject: Agenda Item – January 14, 2014
Purchase of Chairs for Memorial Auditorium’s Lower Level

Memorial Auditorium and Convention Center has received quotes for 450 new chairs for the lower level. Funding for the chairs has been set up in the 2014 CIP. Quotes that were received are as follows: Chiavari Chairs - \$10,922.27; Stack Chairs for Less - \$10,795.50; Biz Chairs - \$10,922.27; and Ettingers - \$11,128.50.

Staff is recommending the award of the chairs to Ettingers based on the 3% local preference; which would place their quote at \$10,794.65.

In this regard would you please place an item on the January 14, 2014 City Commission agenda. Action necessary will be to award the bid of 450 chairs to Ettingers of Pittsburg.



INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Kim Vogel, Director of Parks and Recreation
CC: Tammy Nagel, City Clerk
Date: 01-08-14
Subject: January 14, 2014 Agenda Item
Purchase of Land for Recreational Use

The Pittsburg Parks and Recreation Department is requesting the purchase of 7 lots owned by Sam L. Smith & Mary E. Smith. Property descriptions are as follows. Tract I: Lot Number Twelve (12) in Block Number Seven (7) in Playters 3rd Addition to the City of Pittsburg. Tract II: Lots Numbered Eighteen (18), Nineteen (19), Twenty (20), Twenty One (21), Twenty Two (22), and Twenty Three (23), in Block Number Seven (7) in Playters 3rd Addition to the City of Pittsburg.

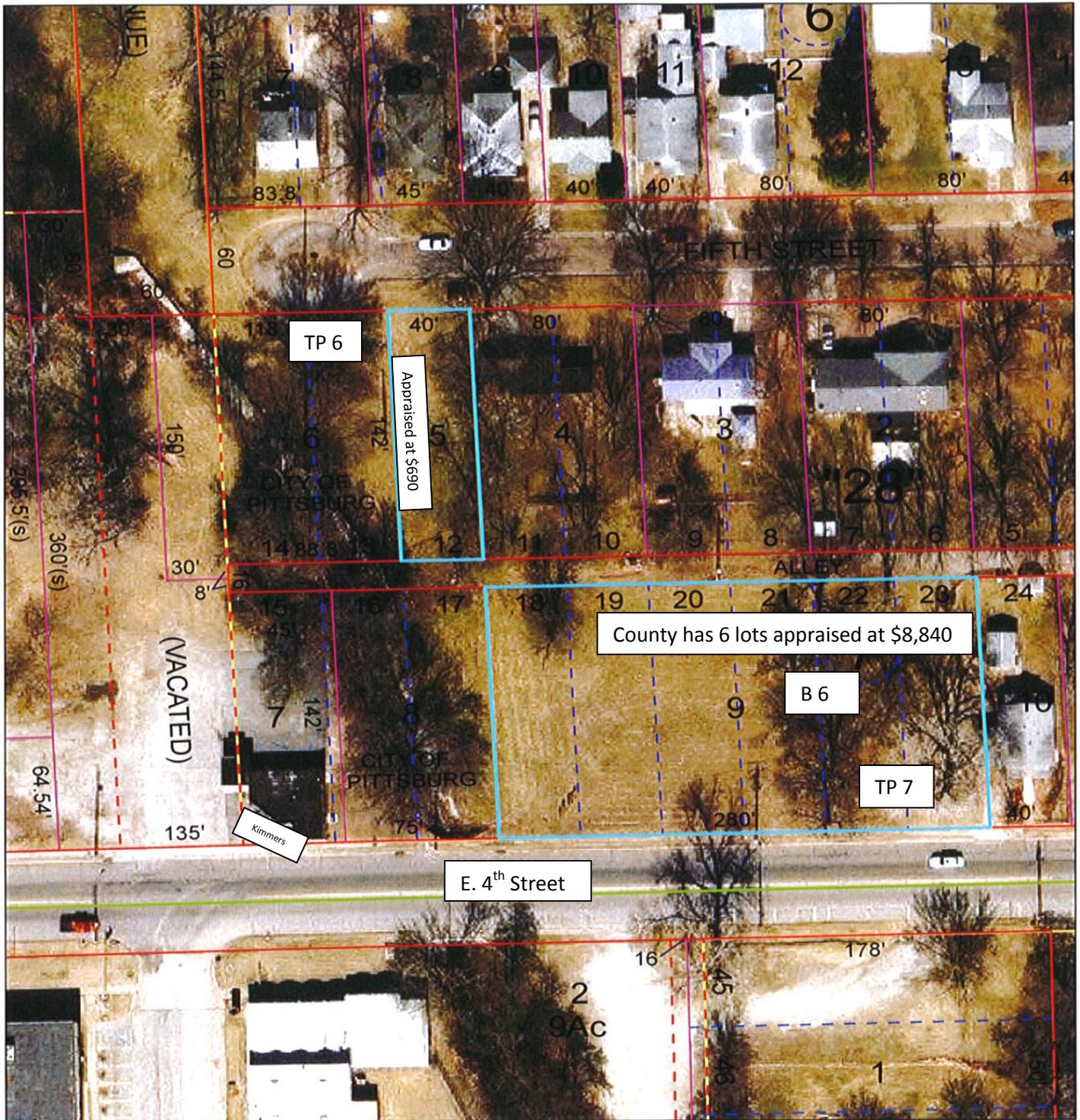
With permission, the Pittsburg Parks and Recreation Department has been using this land as part of the Schlanger Park Disc Golf Course since the course opened. We have also been maintaining the land as part of the condition of use.

Crawford County Abstract has completed a title search on the property and it is clear. Additionally, all 2013 taxes have been paid by the owners.

In this regard would you please place an item on the January 14, 2014 City Commission Agenda. Action necessary would be to approve or disapprove the purchase of the land and authorize the City of Pittsburg to issue a \$10,000 check to the Sam L. Smith and Mary E. Smith Revocable Trust.

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

OPPORTUNITIES FOR ADDITIONAL PARK LAND



**Playters 3rd Add
Lots 12 & 18-23 Block 7**



DISCLAIMER: This is a product of the Chester County GIS Department. The data displayed here has been developed with public cooperation from other source agencies. It is not an official Federal, state and local government agency. It is not a County document and is not intended for use as a legal document. Please contact the information is provided.

As worked out initially, PPRD has been maintaining this land since the Disc Golf Course was installed. Owning it will place the entire course on City property and assure our course won't need rerouted. 4th Street land could help with a small portion of the future trail extension to PHS.

The Smith's are asking \$15,000 for the 7 lots. All lots are in FEMA's flood zone.

INTEROFFICE MEMORANDUM

To: City Manager Daron Hall
Chief Mendy Hulvey
From: Lieutenant Tim Tompkins
CC:
Date: Wednesday, January 8, 2014
Subject: Dance Hall License Renewal

In response to the request for a Dance Hall License Renewal submitted by Mr. Greg Cussimano representing The 311 Club, I have reviewed the calls for service for the period of January 1, 2013 through January 8, 2014. During the review period the police department received 4 calls for service, completed 2 reports for various offenses, and conducted 4 routine bar checks.

Since this was the first year for The 311 Club to have a Dance Hall License, there is no previous summary report available for comparison of calls. In my opinion, the calls for services, the types of calls received, and the number of reports completed do not reveal any problems or concerns to the police department. Therefore, I would respectfully recommend the Dance Hall License renewal be approved by the Governing Body and the necessary license issued. Should you have any questions concerning the recommendation, please contact me.



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Chamber President/City Economic Development Director

DATE: January 8, 2014

SUBJECT: January 14, 2014 Agenda Item
Vietti Auto Body loan forgiveness

On August 16, 2012, the City of Pittsburg entered into a \$14,448 forgivable loan agreement with Vietti Auto Body to help facilitate an expansion of its facility at 321 E. 4th Street. In return, Vietti Auto Body agreed to invest at least \$150,000 of its own funds in the project.

The Economic Development Advisory Committee (EDAC) recently reviewed receipts supplied by Vietti Auto Body and concluded the business had fully complied with the City's requirement for loan forgiveness. As a result, the EDAC voted unanimously to recommend that the scheduled 2013 payment of \$7,550.68 be forgiven.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 14, 2014. 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 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: January 8, 2014

SUBJECT: Agenda Item – January 14, 2014
Construction Engineering (Inspection) Services
Broadway and Centennial Intersection Improvements
KDOT Project No. 19 KA-2617-01

PEC has provided the attached Proposal for Construction Engineering Services for the above-referenced project.

The engineering estimates are based on the number of working days established by KDOT, which is 80 working days for this proposal. Any reduction or increase in the amount of time it takes to complete the projects will reduce or increase these fees. KDOT will participate in Construction Engineering costs. The Broadway and Centennial Intersection Improvements Project is based on a 90%/10% funding split. KDOT has reviewed these estimated fees for Construction Engineering and has determined that they fall within their guidelines.

KDOT will prepare three party agreements for these services once the projects are let and submit them to the City of Pittsburg for approval.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 14, 2014. Action necessary is approval of the estimated fees as provided in the Proposal for Construction Engineering Services and, if approved, authorize the Mayor to execute the three party agreement once it has been prepared by KDOT.

Attachment: Proposal for Construction Engineering Services

Project No. 19 KA-2617-01

City of Pittsburg

County Crawford

PROPOSAL FOR CONSTRUCTION ENGINEERING SERVICES
(Cost Plus net Fee)

The consulting engineering firm of Professional Engineering Consultants, P.A. with offices located at 303 South Topeka, Wichita, Kansas 67202, hereinafter referred to as the CONSULTANT has reviewed the information transmitted by City of Pittsburg/ Crawford County, hereinafter referred to as the LPA. Based on this information, the CONSULTANT submits the following proposal:

1. The LPA has requested a proposal for construction engineering services from the CONSULTANT for the on-site inspection and testing, contract administration and may include surveying on the above noted project.

2. The LPA desires the services provided by the CONSULTANT to be in accordance with regulations prescribed by the Federal Highway Administration (FHWA) and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY.

3. The LPA has stated that it X does does not desire federal participation in the cost of the construction engineering services for this project.

4. The services performed by the CONSULTANT will be as per terms of an Agreement prepared by the SECRETARY and generally be described as follows:

A. The CONSULTANT agrees to:

- (1) Attend all conferences designated by the KDOT, or required under the terms of the Agreement.
- (2) Designate a Project Engineer/Project Manager who shall serve as the CONSULTANT's Field Supervisor. The Project Engineer/Project Manager will meet KDOT's certification policy and report and transmit Project activity documents to KDOT's Construction Office. The Project Engineer/Project Manager and other KDOT Certified Inspector(s) will inspect all work done and material furnished. Such inspection may extend to all or any part of the work and to the preparation of the materials to be used. The Project Engineer/Project Manager will not be authorized to alter or waive the provisions of the Specifications or the Construction Contract Proposal. The Project Engineer/Project Manager will not be authorized to issue instructions contrary to the Plans and Specifications, or to act as foreman for the Contractor, however, the Project Engineer/Project manager shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by the KDOT Field Engineer.

The use of non-certified inspector(s) for this project will be limited to specific work after demonstrating satisfactory performance and obtaining written approval by the Field Engineer.

- (3) Assign a sufficient number of KDOT Certified Inspector(s) to the Project to perform the services required under the Agreement, in a timely manner to avoid delay to the Contractor.
- (4) Become familiar with the standard practices of the KDOT, the Contract Documents (Specifications, Contract Proposal, Special Provisions and Plans), and the Contractor's proposed schedule of operations prior to beginning field services to be performed under the Agreement.
- (5) Perform the CONSULTANT's field operations in accordance with accepted safety practices.
- (6) Furnish all equipment required to accomplish the CONSULTANT's services, and to check or test it prior to use on the Project.
- (7) Provide for CONSULTANT personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under the Agreement.
- (8) Undertake the following:

Transmit orders from KDOT to the Contractor and provide guidance in the proper interpretation of the Specifications and Plans.

Perform or provide construction surveys, staking and measurements needed by the Contractor (unless provided for in the contract where contractor construction staking is to be performed as a bid item by the Contractor) and perform measurements and surveys that are involved in the determination of final pay quantities.

Inspect all phases of construction operations to determine the Contractor's compliance with Contract Documents and to reject such work and materials which do not comply with the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

Take field samples and/or test materials to be incorporated in the work, and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

Make certain that test report records or certificates of compliance for materials tested off the Project site and required prior to the incorporation in the work, have been received.

Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress, including Project Engineer/Project Manager and Inspector's diaries.

Measure and compute all materials incorporated in the work and items of work completed, and maintained an item account record.

Provide measurement and computation of pay items.

Prepare and submit, or assist in preparing, such periodic, intermediate and final reports and records as may be required by the KDOT and as are applicable to the Project, which may include:

- a. Progress Reports
- b. Weekly statement of working days
- c. Notice of change in construction status
- d. Report of field inspection of material
- e. Test report record
- f. Contractor pay estimates
- g. Pile driving data
- h. Piling record
- i. Final certification of materials
- j. Explanation of quantity variation
- k. Statement of contract time
- l. Other records and reports as required by the Project

Review, or assist in reviewing, all Contractor submittals of records and reports required by the KDOT, as applicable to the Project, which may include:

- a. Requests for partial and final payment
- b. Other reports and records as required by the individual Project

- (9) Prepare and submit, if desired by the CONSULTANT, partial payment invoices for services rendered by the CONSULTANT, but not to exceed one submittal per month.
- (10) Collect, properly label or identify, and deliver to the KDOT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the CONSULTANT in the performance of the Agreement, upon completion or termination of the Agreement.
- (11) Return, upon completion or termination of the Agreement, all manuals, contract documents, guides, written instructions, unused forms and record keeping books, and other documents and materials furnished by the KDOT. The CONSULTANT shall be responsible for replacing lost documents or materials at the price determined by the KDOT.
- (12) Prepare and submit a certification of Project completion.
- (13) Prepare and submit a final payment voucher for services rendered by the CONSULTANT.

- (14) Prepare and deliver (when Project is completed) one copy of major changes to the plans (by letter) to the KDOT. The letter should contain such items as the following:
 - a. Earthwork and Culverts
 1. A revised list of bench marks
 2. Location of government bench marks
 3. Major changes in alignment
 4. Major changes in grade line
 5. Established references on cornerstones
 6. Major changes in location of drainage structures
 7. Major changes in flow line of drainage structures
 8. Drainage structures added or deleted
 9. Any change of access control
 - b. Bridges
 1. Changes in stationing
 2. Changes in type, size or elevation of footings
 3. Changes in grade line

5. The services performed by the SECRETARY will be as per terms of an Agreement prepared by the SECRETARY and generally be described as follows:

A. The KDOT agrees to:

- (1) Make available to the CONSULTANT sufficient copies of the contract documents, shop drawings, plan revisions, written instructions and other information and data considered by the KDOT to be necessary to enable the CONSULTANT to perform the services under this Agreement for the Project to the same standards required of the KDOT's personnel.
- (2) Provide for the use of the CONSULTANT a sufficient supply of the blank diaries, logs, record keeping books and reporting forms considered by the KDOT to be necessary for the CONSULTANT to perform the services under this Agreement to the same standards required of the KDOT's personnel.
- (3) Provide space in the field office and field laboratory furnished by the Contractor under the terms of the Construction Contract Proposal, for the occupancy and use of the CONSULTANT until completion of the construction work.
- (4) Perform or provide for laboratory testing of materials requiring off-site testing facilities, and obtain test reports or certificates of compliance thereof.
- (5) Perform all necessary weld inspection when there is welding for bridge beam connections and splices, and for sign supports. This includes all cross frames, diaphragm connections, and stud welding.

Revised 7/16/91

12. The CONSULTANT may request a partial payment each month; however, partial payment requests will be limited to \$1,000 minimums. It is understood that the accumulated partial payments shall not exceed ninety-five percent (95%) of the total fee earned prior to the final approval by the LPA and/or the SECRETARY. Final payment to the CONSULTANT should be made within ninety (90) days after receipt of proper billing and final approval by the LPA and/or the SECRETARY.

13. The CONSULTANT's accounting system, cost records and overhead factors may have to be reviewed by the SECRETARY's Bureau of Fiscal Services at the time a three (3) party agreement is prepared by the SECRETARY.

14. It is understood by the CONSULTANT that if the CONSULTANT does not have a certified Project Engineer/Project Manager when the Project is ready to let, the Project may be withdrawn from a letting and any agreement executed as a result of this proposal may be cancelled.

15. The CONSULTANT's Project Engineer/Project Manager for this project will be _____
Bradley J. Edmundson, P.E.,
whose Certification Number is 3626 (expiration date is 02/12/14) and whose work address
is 350 South Washington, Wichita, KS 67202,
and mailing address is 303 South Topeka, Wichita, KS 67202,
and work telephone is 316-262-6457.

The Chief Inspector for the CONSULTANT will be William P. Welden,
whose Certification Number is 860 (expiration date is 02/12/14) and whose work
address is 350 South Washington, Wichita, KS 67202,
and mailing address is 303 South Topeka, Wichita, KS 67202,
and work telephone is 316-655-0562.

16. The CONSULTANT certifies the actions of all representatives of the firm will be in compliance with the prescribed "Code of Conduct" solicitation and execution of contract Federal regulations.

17. The above proposal indicates our interpretation of the services desired by the LPA, and the CONSULTANT will be happy to meet and discuss any or all items of this proposal.

Respectfully submitted,


CONSULTANT

Bradley J. Edmundson, P.E.
Division Manager

31 December 2013
Date

KDOT Project No. 19 KA-2617-01
City of Pittsburg **Crawford County, Kansas**
US-69B (Broadway) and Centennial Intersection Geometric Improvement Project.
SUPPORTING DATA SHEET
FOR
ESTIMATE OF ENGINEERING FEE

A. Direct Payroll

Contract Administration

| <u>Work Type</u> | <u>Employee</u> | <u>Est. Reg. Hours</u> | <u>Est. OT Hours</u> | <u>Average Salary</u> | <u>Average OT Salary</u> | <u>Extension</u> |
|---|---------------------|------------------------|----------------------|----------------------------|--------------------------|--------------------|
| 1. Field Inspection | a. Project Manager | 7 | | 46.00 | | 322.00 |
| Daily Contract Documents | b. Project Engineer | 20 | | 44.00 | | 880.00 |
| Daily CMS Work | c. Lead Inspector | 800 | 300 | 25.00 | 37.50 | 31,250.00 |
| | d. Inspector #2 | 80 | 20 | 23.00 | 34.50 | 2,530.00 |
| | e. Technician #1 | 128 | 32 | 21.00 | 31.50 | 3,696.00 |
| | | | | Subtotal | | <u>\$38,678.00</u> |
| 2. Office Review | a. Project Manager | 3 | | 46.00 | | 138.00 |
| | b. Project Engineer | 3 | | 44.00 | | 132.00 |
| | c. Lead Inspector | 16 | | 25.00 | | 400.00 |
| | | | | Subtotal | | <u>\$670.00</u> |
| 3. Initial Planning, Precon Meeting, Final Paperwork, Final CMS Work | a. Project Manager | 8 | | 46.00 | | 368.00 |
| | b. Project Engineer | 8 | | 44.00 | | 352.00 |
| | c. Lead Inspector | 200 | | 25.00 | | 5,000.00 |
| | d. Inspector #2 | 16 | | 23.00 | | 368.00 |
| | | | | Subtotal | | <u>\$6,088.00</u> |
| | | | | Total Direct Payroll Costs | | <u>\$45,436.00</u> |

SUMMARY OF TOTAL DIRECT PAYROLL COSTS

| | | | | |
|---------------------|------|-----|----------------------------|--------------------|
| a. Project Manager | 18 | | 46.00 | 828.00 |
| b. Project Engineer | 31 | | 44.00 | 1,364.00 |
| c. Lead Inspector | 1016 | 300 | 25.00 | 36,650.00 |
| d. Inspector #2 | 96 | 20 | 23.00 | 2,898.00 |
| e. Technician #1 | 128 | 32 | 21.00 | 3,696.00 |
| | | | Total Direct Payroll Costs | <u>\$45,436.00</u> |

B. Salary and Related General Overhead 1.48860 = \$67,636.03

C. Total Payroll and Overhead (A + B) = \$113,072.03

D. Net Fee = \$13,003.28

E. Total Direct Payroll + Overhead + Net Fee = \$126,075.31

F. Other Direct Costs:

| | | |
|----------------------|----|--------------------|
| Mileage | \$ | 6,002.08 |
| Per Diem | \$ | 6,580.00 |
| Motel (at Cost) | \$ | 12,750.00 |
| Cell Phone (at Cost) | \$ | 300.00 |
| Testing | \$ | 3,224.00 |
| Subtotal | | <u>\$28,856.08</u> |

TOTAL OTHER DIRECT EXPENSES \$28,856.08

Total Cost + Net Fee = **\$154,931.39**

ENGINEERING FEE ESTIMATE

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
ENGINEERS
WICHITA, KANSAS

US-69B (Broadway) and Centennial Intersection Geometric Improvement Project.
 KDOT Project No. 19 KA-2617-01
 City of Pittsburg Crawford County, Kansas

DIRECT EXPENSES (TRAVEL, TESTING EQUIPMENT, PER DIEM, MISCELLANEOUS):

| 1 MILEAGE | AVE MILES OUT | AVE MILES AT | AVE MILES BACK | AVE MILES WEEK | EST. WEEKS | TOTAL MILES |
|---------------------|---------------------|--------------------|----------------------|----------------------|---------------|----------------|
| A. PROJECT MANAGER | 165 | 5 | 165 | 335 | 0.0 | 0 |
| B. PROJECT ENGINEER | 5 | 5 | 5 | 15 | 1.0 | 15 |
| C. LEAD INSPECTOR | 165 | 110 | 165 | 440 | 20.0 | 8,800 |
| D. INSPECTOR #2 | 165 | 110 | 165 | 440 | 2.0 | 880 |
| E. TECHNICIAN #1 | 165 | 11 | 165 | 341 | 3.0 | 1,023 |
| | | | | | 26 | 10,718 |

| | | | | | |
|--------------------------------|--|----|---------------|--|----------------|
| 1 MILEAGE (CONTINUED) | 10,718 MILES @ | \$ | 0.56 PER MILE | | = \$ 6,002.08 |
| 2 PER DIEM | 188 DAYS @ | \$ | 35.00 PER DAY | | = \$ 6,580.00 |
| 3 MOTEL (AT COST) | 150 DAYS @ | \$ | 85.00 PER DAY | | = \$ 12,750.00 |
| 4 CELL PHONE (AT COST) | 6 MO. @ | \$ | 50.00 PER MO. | | = \$ 300.00 |
| 5 LABORATORY MATERIALS TESTING | SEE ATTACHED SHEET FOR VARIOUS TESTS AND UNIT PRICES OTHERS NOT LISTED CAN BE PROVIDED ON REQUEST | | | | \$ 3,224.00 |

ESTIMATED TOTAL OF DIRECT EXPENSES: \$ 28,856.08

ENGINEERING FEE ESTIMATE

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ENGINEERS

WICHITA, KANSAS

US-69B (Broadway) and Centennial Intersection Geometric Improvement Project.

KDOT Project No. 19 KA-2617-01

City of Pittsburg Crawford County, Kansas

| | | | | |
|--|-----------|--------------------|------|----------|
| 1 MOISTURE-DENSITY CURVES (ASTM D-698/1557) | 3 EACH @ | \$ 130.00 PER EACH | = \$ | 390.00 |
| 2 TROXLER DENSITY GAUGE EQUIPMENT | 18 DAYS @ | \$ 60.00 PER DAY | = \$ | 1,080.00 |
| 3 ATTERBERG LIMITS (ASTM D-4318) | 3 EACH @ | \$ 70.00 PER EACH | = \$ | 210.00 |
| 4 MOISTURE CONTENT (ASTM D-2216 / microwave) | 10 EACH @ | \$ 20.00 PER EACH | = \$ | 200.00 |
| 5 MARSHALL PROPERTIES | 0 SLUG @ | \$ 35.00 PER SLUG | = \$ | - |
| 6 COLD FEED GRADATION | 2 EACH @ | \$ 50.00 PER EACH | = \$ | 100.00 |
| 7 COMPRESSION TESTS OF CYLINDERS, ASTM C-39 | 14 EACH @ | \$ 21.00 PER EACH | = \$ | 294.00 |
| 8 P.C. CONCRETE FIELD TESTING EQUIPMENT | 12 DAYS @ | \$ 25.00 PER DAY | = \$ | 300.00 |
| 9 AGGREGATE SIEVE ANALYSIS (WASHED) | 10 EACH @ | \$ 45.00 PER EACH | = \$ | 450.00 |
| 10 CORE DENSITY / THICKNESS MEASUREMENT | 8 EACH @ | \$ 25.00 PER EACH | = \$ | 200.00 |

OTHERS NOT LISTED CAN BE PROVIDED ON REQUEST

ESTIMATED TOTAL OF DIRECT EXPENSES:

\$ 3,224.00

Certification of Final Indirect Costs

Firm Name: Professional Engineering Consultants, P.A.

Indirect Cost Rate Proposal: 1.4886 (CURRENT ALLOWABLE FAR AUDIT FY 2012)

Date of Proposal Preparation (mm/dd/yyyy): 12/31/2013

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 10/01/2013 to 09/30/2014

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official (Print): Bradley J. Edmundson

Title: Executive Vice President

Date of Certification (mm/dd/yyyy): 12/31/2013



Sam Brownback, Governor
Nick Jordan, Secretary

www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

Professional Engineering Consultants, PA

ISSUE DATE

12/30/2013

TRANSACTION ID

TREP-2739-AMEM

CONFIRMATION NUMBER

CEJE-MAS4-525S

TAX CLEARANCE VALID THROUGH 03/30/2014

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*

REQUIRED CONTRACT ATTACHMENT
TAX CLEARANCE CERTIFICATE

Consultants and Sub-Consultants are required obtain a current Tax Clearance Certificate from the Kansas Department of Revenue [KDOR]. The Tax Clearance Certificate contains a Transaction Number and a 90 day time period that need to be transcribed to this attachment (below) at the time of contract execution. The Tax Clearance process is a tax account review by KDOR to determine the Consultant’s and Sub-Consultant’s account is compliant with Kansas tax laws administered by the Director of Taxation. The Secretary will not execute this agreement if the Consultant and Sub-Consultant(s), as listed as Direct Expenses on the Special Attachment No. 6 – Consultant’s Proposal or on an Exhibit B, are not listed below. The Bureau of Local Projects will verify the certification through the Transaction Number.

To obtain a Tax Clearance Certificate, the Consultant (or Sub-Consultant) shall complete an Application Form and submit it to KDOR. The Application Form can be completed and submitted online, by mail, or by fax. Application Forms are available at <http://www.ksrevenue.org/taxclearance.html>. After the Consultant (or Sub-Consultant) submits the Application Form, KDOR will provide the applicant a Transaction ID number and a certification time period. The Consultant (or Sub-Consultant) shall use the Transaction ID number to retrieve the Tax Clearance Certificate. Decisions on online applications are generally available the following business day.

If the Consultant (or Sub-Consultant) is unable to retrieve the Tax Clearance Certificate or if KDOR denies the Application for Tax Clearance, the Consultant (or Sub-Consultant) shall call KDOR’s Special Projects Team at 785-296-3199 to determine why KDOR failed to issue the Certificate.

Tax Clearance Certificates are valid for 90 days after issue. To renew a clearance, submit a new Tax Clearance Application. Information pertaining to a Tax Clearance is subject to change for various reasons, including a state tax audit, federal tax audit, agent actions, hearings, and other legal actions. The Tax Clearance Certificate is not “clearance” for all types of taxes the state of Kansas may assess.

Tax Clearance Certificate Confirmation Number

| | <u>Firm Name</u> | <u>Transaction Number</u> | <u>Time Period (m/d/y - m/d/y)</u> |
|----------------|--|---------------------------|------------------------------------|
| Consultant | Professional Eningeering Consultants, P.A. | CEJE-MAS4-525S | 03/30/2014 |
| Sub-Consultant | _____ | _____ | _____ |
| Sub-Consultant | _____ | _____ | _____ |
| Sub-Consultant | _____ | _____ | _____ |
| Sub-Consultant | _____ | _____ | _____ |
| Sub-Consultant | _____ | _____ | _____ |

Special Attachment No. 5

Listing of Inspection Staff for Professional Engineering Consultants, P.A.

The following list of personnel are available to perform the work on KDOT Projects when required

Certification and Expiration Dates

Updated: 2-Jan-14 08:13 AM

| Name | Cert. No. | INSPECTION | | | | | | | | | | TESTING | | | | | | | | | | QC/QA ASPHALT | QC/QA CONCRETE | | |
|---------------------|-----------|------------|----------|----------|----------|---------|---------|-----|---------|---------|-----|---------|---------|----------|----|----|-----|-----|-----|----------|---------|---------------|----------------|---------|---------|
| | | BI | API | CPI | STR | CMB | EIT | DSI | ACI AGF | ACI AGL | AMF | ACI CF | ACI CS | QCB | SF | SD | SOF | SOL | NUC | | | | | | |
| James K. Nichols | 16 | 1/16/17 | 4/17/17 | 1/16/17 | 1/16/17 | | | | | | | | 4/19/17 | 12/18/14 | | | | | | 2/18/15 | 2/3/14 | 4/2/14 | 4/28/15 | 1/13/15 | 4/2/14 |
| Robert A. Rippel | 19 | 1/16/17 | 1/16/17 | 1/16/17 | 1/16/17 | | | | | | | | 1/10/18 | | | | | | | 2/18/15 | 2/3/14 | 3/12/14 | 2/22/16 | 1/28/14 | |
| Alan D. Ward | 22 | 4/12/16 | 2/8/16 | 2/8/16 | 2/8/16 | | | | | | | | | | | | | | | 2/18/15 | 4/16/18 | | | | |
| Glen M. Erickson | 295 | 2/12/14 | | 2/12/14 | 2/12/14 | | | | | | | | | | | | | | | 2/18/15 | 4/16/18 | 3/2/16 | | | |
| Larry Lesperance | 683 | 11/19/15 | 11/19/15 | 11/19/15 | 11/19/15 | 5/23/15 | 4/4/16 | | | | | | 12/4/14 | | | | | | | 2/18/15 | 4/16/18 | | 1/25/15 | | |
| Harold G. Linde | 765 | 2/12/14 | 2/12/14 | 2/12/14 | 2/12/14 | 8/1/15 | | | | | | | | | | | | | | 2/18/15 | | | 2/22/17 | | |
| Joseph M. Goodwin | 814 | 3/10/14 | 3/10/14 | 3/10/14 | | | | | | | | | | | | | | | | 2/18/15 | | | | | |
| William P. Weiden | 860 | 2/12/14 | 2/12/14 | 2/12/14 | 2/12/14 | 8/1/15 | | | | | | | 4/19/17 | 12/18/14 | | | | | | 2/17/16 | | 2/4/16 | 4/30/15 | | 1/16/17 |
| James W. Gubitz | 868 | 2/12/14 | 2/12/14 | | | | | | | | | | | | | | | | | 2/17/16 | 4/16/18 | 4/2/14 | 4/28/15 | | 4/2/14 |
| Charles E. Daniels | 921 | 2/8/16 | 2/8/16 | 2/8/16 | 2/8/16 | 8/1/15 | | | | | | | 4/19/17 | 3/27/14 | | | | | | 2/17/16 | | 1/16/17 | 4/25/17 | | 1/16/17 |
| Randy C. Pepowski | 931 | 2/8/16 | 2/8/16 | 2/8/16 | 2/8/16 | 8/1/15 | | | | | | | 3/8/17 | | | | | | | 2/17/16 | | | 4/25/17 | | |
| Clinton J. Rogers | 1106 | 2/8/16 | 2/8/16 | 2/8/16 | 3/7/16 | | 2/16/16 | | | | | | 4/19/17 | | | | | | | 2/17/16 | | | 2/22/17 | | |
| J. Stephen Lorson | 1120 | 2/12/14 | 2/12/14 | 2/12/14 | 2/12/14 | | | | | | | | | | | | | | | | | | | | |
| Randall L. Follin | 1219 | 2/8/16 | 2/8/16 | 2/8/16 | 2/8/16 | 8/1/15 | | | | | | | | | | | | | | 2/18/15 | | | 4/12/17 | | |
| Guadalupe Cardenas | 1398 | | | | | | | | | | | | | | | | | | | | | | | | |
| Danny A. Kernes | 1401 | 2/12/14 | 2/12/14 | 2/12/14 | | | | | | | | | 1/6/16 | | | | | | | 8/24/18 | | | | | |
| Donald R. Woodworth | 1632 | 1/16/17 | 1/16/17 | 1/16/17 | | | | | | | | | 12/2/15 | | | | | | | 2/17/16 | | 3/12/14 | 2/12/15 | 2/25/14 | |
| Jeff Curtis | 1851 | 1/12/15 | 12/15/14 | 12/15/14 | 1/12/15 | | | | | | | | 2/5/15 | | | | | | | 2/18/15 | 2/3/14 | | 2/22/17 | | |
| Daryl W. Kobzar | 2007 | 4/18/16 | 1/18/16 | 1/18/16 | 1/18/16 | 8/1/15 | 1/19/17 | | | | | | | | | | | | | 11/14/14 | | 1/16/17 | 11/15/17 | 3/7/17 | 1/16/17 |
| Philip E. Wait | 2721 | 4/12/16 | 12/16/15 | 12/16/15 | | | | | | | | | 2/16/15 | 12/18/14 | | | | | | 2/18/15 | 2/22/16 | 2/8/15 | 4/25/17 | 1/13/15 | 2/8/15 |
| Dyran Revely | 2969 | 11/19/15 | 11/20/14 | 11/20/14 | 12/11/15 | 5/23/15 | | | | | | | | | | | | | | | | 2/8/15 | 4/24/18 | 2/11/14 | |
| Bradley Edmondson | 3626 | 2/12/14 | 2/12/14 | 2/12/14 | 2/12/14 | | | | | | | | | | | | | | | | | | | | |
| Mark Wait | 3689 | 12/7/15 | 12/9/15 | 12/10/15 | 12/8/15 | | | | | | | | | | | | | | | 12/11/14 | | | 1/25/16 | | |
| Corey R. Aurell | 3690 | 12/7/15 | 12/9/15 | 12/10/15 | 12/8/15 | | | | | | | | | | | | | | | 2/18/15 | | | 1/25/16 | | |
| Chuck Harris | 3722 | 2/23/15 | 2/25/15 | 2/26/15 | 2/24/15 | | | | | | | | | | | | | | | | | | | | |
| Nicholas Steele | 3961 | | | | | | | | | | | | | | | | | | | 7/21/17 | | | | | |
| Shawn C. Younis | 4077 | | | | | | | | | | | | | | | | | | | 3/8/18 | | | | | |
| Brent Moses | 141037 | 1/25/16 | 1/27/16 | 1/28/16 | 1/26/16 | | | | | | | | 5/11/16 | | | | | | | 4/21/16 | | | 5/4/16 | | 2/22/17 |



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

Mike King, Secretary
Rhonda J. Seitz, Chief

Phone: 785-296-3545
Fax: 785-296-7927
Hearing Impaired - 711
publicinfo@ksdot.org
<http://www.ksdot.org>

Sam Brownback, Governor

October 21, 2013

Lindsay Stadalman
Controller
Professional Engineering Consultants, P.A.
303 S. Topeka
Wichita, Kansas 67202

Dear Ms. Stadalman:

Subject: 2012 Overhead Rate

Dear Ms. Stadalman:

The Kansas Department of Transportation (KDOT) has received and reviewed your firm's proposed 2012 Overhead Rate. We have accepted the overhead rate, 148.86% as proposed for use on KDOT Projects for the year ending September 30, 2012.

If you should have any questions, please contact me at (785) 296-3255.

Sincerely,

RW McMurry



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: January 7, 2014

SUBJECT: Agenda Item – January 14, 2014
Safe Routes to Schools (SRTS) Program
Non-Infrastructure Activities
Project No. 19 U-0211-01 SRTS-U021(101)

The City of Pittsburg was awarded funding from KDOT in the amount of \$15,000 to perform Phase I of the Safe Routes to Schools (SRTS) Program. This phase includes gathering data and determining which improvements will provide the best protection of students who may walk or bike to school. If awarded Phase II, the City will be granted funding to assist in making these improvements.

KDOT has requested the City approve the attached Agreement for this first phase. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 14, 2014. Action necessary will be approval or disapproval of the Agreement and, if approved, authorize the Mayor to execute the agreement on behalf of the City of Pittsburg.

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

Attachments: KDOT Agreement

PROJECT NO. 19 U-0211-01
SRTS-U021(101)
SAFE ROUTES TO SCHOOLS (SRTS) PROGRAM
TYPE OF PROJECT: Noninfrastructure Activities
CITY OF PITTSBURG, KANSAS

AGREEMENT

THIS AGREEMENT (the “Agreement”) is between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **CITY OF PITTSBURG, KANSAS** (“Local Sponsor”), **collectively**, the “Parties.”

RECITALS:

- A. The Secretary is authorized by the current Federal-Aid Transportation Act to allocate federal Safe Routes to Schools (SRTS) funds to eligible state agencies, local governments, Metropolitan Planning Organizations (MPOs), and school districts for reimbursements for eligible SRTS expenses.
- B. The Secretary and the Local Sponsor are empowered by the laws of Kansas to enter into agreements for federal SRTS funding under the SRTS Provision of the current Federal-Aid Transportation Act.
- C. Under the terms of the current Federal-Aid Transportation Act and the rules and regulations of the Federal Highway Administration (FHWA), states, local governments, MPOs, and school districts are, under certain circumstances, entitled to receive assistance in the financing of SRTS projects, provided however, that in order to be eligible for such federal-aid, such work is required by federal law to be done in accordance with the laws of the state.
- D. The Secretary and the Local Sponsor desire to enter into this Agreement and 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 the administration of the Project.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree as follows:

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. “**Effective Date**” means the date this Agreement is signed by the Secretary or the Secretary’s designee.
3. “**FHWA**” means the Federal Highway Administration, a federal agency of the United States.

4. **“Local Sponsor”** means the City of Pittsburg, Kansas.
5. **“Noninfrastructure activities”** means events and activities related to education, encouragement, enforcement, and evaluation that promote walking and bicycling to school.
6. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not eligible expenses for reimbursement.
7. **“Notice to Proceed”** means the written notification to proceed with the Project sent by the Secretary to the Local Sponsor following execution of this Agreement.
8. **“Parties”** means the Secretary and KDOT, individually and collectively, and the Local Sponsor.
9. **“Project”** means certain Noninfrastructure activities in the City of Pittsburg, Kansas, as specifically described in the Project Application, and is the subject of this Agreement.
10. **“Project Application”** means the Application submitted by the Local Sponsor to receive federal SRTS funds, as approved by the Secretary.
11. **“Project Costs”** means the allowable expenses for the Project to be incurred by the Local Sponsor.
12. **“Secretary”** means Michael S. King, in his official capacity as Secretary of the Kansas Department of Transportation, and his successors and assigns.

ARTICLE II

PARTY RESPONSIBILITIES:

1. **Performance of the Project.** The Local Sponsor shall undertake and complete the Project as described in the Project Application filed with and approved by the Secretary and in accordance with the terms and conditions of this Agreement.
2. **Period of Performance.** The Local Sponsor shall commence implementation of the Project upon receipt of a Notice to Proceed and complete the Project within two (2) years from the effective date of the Notice to Proceed.
3. **Scope of Project.** The scope of the Project is as described in the Local Sponsor’s Project Application, which is incorporated by this reference and made a part of this Agreement. To achieve SRTS goals, the Project must incorporate five components, referred to as the “5 E’s” or “5 E Program.” The 5 E’s are:
 - **Engineering** – Creating operational and physical improvements to the infrastructure surrounding schools that reduce speeds and potential conflicts with motor vehicle traffic, and establish safer and fully accessible crossings, walkways, trails and bikeways.

- Education – Teaching children about the broad range of transportation choices, instructing them in important lifelong bicycling and walking safety skills, and launching driver safety campaigns in the vicinity of schools.
- Enforcement – Partnering with local law enforcement to ensure traffic laws are obeyed in the vicinity of schools (this includes enforcement of speeds, yielding to pedestrians in crossings , and proper walking and bicycling behaviors), and initiating community enforcement such as crossing guard programs.
- Encouragement – Using events and activities to promote walking and bicycling.
- Evaluation – Monitoring and documenting outcomes and trends through the collection of data, including the collection of data before and after the intervention(s).

If the Project includes traffic education and enforcement activities, such activities must take place within approximately two miles of a primary or middle school (grades K-8).

4. **Project Modification.** Any of the following Project changes require the Local Sponsor to send a formal notice to the Secretary for approval:

- (a) Fiscal year the Project is to be awarded;
- (b) Project description; or
- (c) Project scope.

5. **Procurement.** The Local Sponsor will furnish or contract to have furnished the necessary personnel, facilities, materials, equipment and such other professional services as may be required to fulfill the work identified and described in the Project Application and to administer both the Project and payments due for the Project. The Local Sponsor shall undertake procurement related to the Project in accordance with the procedures established by the current K.S.A. 75-3739 *et seq.* and 49 C.F.R. 18.32 or the Local Sponsor's procurement policies or regulations if such policies or regulations are approved by KDOT's Bureau of Transportation Planning. The Secretary shall not be responsible for any obligations that the Local Sponsor has assumed with using the State of Kansas' procurement procedures. Furthermore, the Local Sponsor acknowledges and agrees its request to the Secretary to use the State of Kansas' procurement procedures shall not bind the Secretary to render or provide assistance in any manner associated with this Agreement.

6. **Project Reporting Requirements.** The Local Sponsor will prepare and deliver to the Secretary before and upon completion of the Project any and all reports as required by the Secretary. Further, the Local Sponsor will prepare and deliver the required SRTS Evaluation documentation in a form acceptable to the Secretary and in accordance with all form instructions for 5E Program surveys, available through the National Center for Safe Routes to School (currently <http://www.saferoutesinfo.org>).

7. **Inspections.** The Secretary's representatives, if the Secretary deems necessary, may make periodic inspections of the Project and the records of the Local Sponsor as may be deemed necessary or desirable. The Local Sponsor will accomplish or direct or cause its contractors or subcontractors to accomplish any corrective action or work required by the Secretary's representatives

as needed for federal participation. The Secretary does not undertake (for the benefit of the Local Sponsor, its contractors, subcontractors, or any third party) the duty to perform the day to day detailed monitoring of the Project, or to catch any errors, omissions, or deviations from the Project's scope of work by the Local Sponsor or its contractors or subcontractors.

8. **Legal Authority.** The Local Sponsor 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.

9. **Project Costs.** The Local Sponsor agrees to be responsible for one hundred percent (100%) of the Project cost that exceed the Secretary's maximum participation of \$15,000.00. Further, the Local Sponsor agrees to be responsible for one hundred percent (100%) of all costs of items found not eligible for reimbursement by the Secretary. The Local Sponsor will pay actual Project costs prior to any reimbursement claim being made to the Secretary.

10. **Reimbursement Payments.** The Secretary agrees to reimburse the Local Sponsor for one hundred percent (100%) of total eligible and participating costs incurred for the Project, but not to exceed \$15,000.00, subject to any federal reduction in SRTS funds. The Secretary shall not be responsible for Project Costs that exceed \$15,000.00. The Secretary agrees to make partial payments, for amounts not less than \$1,000 and no more frequently than monthly, to the Local Sponsor upon receipt of proper billings and progress reports. If a final report is required for the Project, the Local Sponsor must submit such final report to the Secretary and certification that the Project was completed in substantial compliance with the approved Project Application prior to the Local Sponsor's receipt of final payment.

11. **Use of Federal Funds.** The Local Sponsor shall not use the funds provided under this Agreement to supplant any activity or expenditure provided for by the Local Sponsor's current budget.

12. **Final Payment.** Any final amount due for the authorized work performed under the Project will be based upon the Local Sponsor's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of the Secretary's Bureau of Fiscal Services.

13. **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 Local Sponsor agrees to the following provisions:

(a) **Common Rule.** It is the policy of the Secretary to make final payments to the Local Sponsor in a timely manner. The Single Audit Standards set forth in federal O.M.B. Circular A-133 "Audits of State and 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) **Single Audit.** The Secretary may pay the final amount due for authorized work performed based upon the Local Sponsor'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 Local Sponsor, by acceptance of this Agreement, acknowledges the final payment is

subject to all single audits which cover the time period of the expenses begin 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 Local Sponsor agrees to refund payment made by the Secretary to the Local Sponsor for items subsequently found to be not eligible for reimbursement by audit.

(c) **Annual Audit.** If the Local Sponsor is not subject to the Single Audit Report, the Local Sponsor will participate and cooperate with the Secretary and/or the FHWA in an annual audit of the Project. For purposes of the audit, the Local Sponsor shall make its records and books available to representatives of the Secretary and/or the FHWA for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with federal funds by the Local Sponsor for items considered Non-Participating Costs, the Local Sponsor shall promptly reimburse the Secretary for such items upon notification by the Secretary.

14. **Retention of Records.** The Local Sponsor shall maintain accounting records and other evidence pertaining to the costs incurred and to make the records available at its office at all reasonable times during the period of Agreement performance and for five (5) years thereafter. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Secretary, FHWA, U.S. Department of Transportation (USDOT), and Office of Inspector General, or their authorized representatives, and copies thereof shall be furnished if requested.

15. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the Local Sponsor shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the Local Sponsor to any party outside of the Secretary and all costs incurred by the Local Sponsor not to be reimbursed by the Secretary for any phase or any other major expense associated with the Project.

16. **Organizational Registration Requirements.**

(a) **Dun & Bradstreet.** If it has not already done so, the Local Sponsor 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 Local Sponsor 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.

17. **Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the Local Sponsor shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Local Sponsor, the Sponsor's agents, employees, contractors or subcontractors. The Local Sponsor shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

18. **Termination of Agreement.**

(a) **By Either Party.** In the event the Secretary or the Local Sponsor determines the Project should be should be abandoned or indefinitely postponed or otherwise terminated, this Agreement may be terminated by giving thirty (30) days written notice to the other party; provided, however, in such case the Local Sponsor shall be paid the amount due for the services rendered by the Local Sponsor for the Project up to the time of termination.

(b) **For Cause.** In the event the Local Sponsor fails to comply with any of the terms and conditions of this Agreement, the Project Application or the Project Budget, the Secretary may terminate this Agreement upon written notice to the Local Sponsor. The Local Sponsor shall be paid for expenses judged reasonable for the services rendered up to the date of termination; provided, however, the Local Sponsor shall not be paid more than that which would be received under the terms of this Agreement for that portion of services rendered to the date of termination.

ARTICLE III

GENERAL PROVISIONS:

1. **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.
2. **Contractual Provisions Attachment.** The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached, are hereby incorporated in this Agreement and made a part hereof.
3. **Compliance with Federal and State Laws.** The Provider agrees to comply with all appropriate state and federal laws and regulations applicable to the Project.
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 Local Sponsor 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

KANSAS DEPARTMENT OF TRANSPORTATION

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

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

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

NOTIFICATION

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

CLARIFICATION

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

Nondiscrimination Clauses

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

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

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

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

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



DEPARTMENT OF PUBLIC 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: January 7, 2014

SUBJECT: Agenda Item – January 14, 2014
Site Access Agreement

Westar Energy has been issued Consent Order #94-E-0172 by KDHE to perform testing on and around the site of a former manufactured gas plant (MGP) that was located at 2nd and Locust (see attached map). The City's radio tower site was not part of the original MGP site, but they have requested access to take soil samples and install monitoring wells. They are requesting that the City approve the attached Site Access Agreement to allow them right-of-entry upon the property. The City Attorney has reviewed the Site Access Agreement.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 14, 2014. Action necessary will be approval or disapproval of the Site Access Agreement and, if approved, authorize the Mayor to execute the agreement on behalf of the City of Pittsburg.

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

Attachments: Site Access Agreement
MGP Site Map

Site Access Agreement

The undersigned, hereinafter called the "Owner," in consideration for the mutual benefits of the work described below, hereby grants Westar Energy, Inc., hereinafter called the "Company," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Company a revocable for cause right to enter in, on, over, and across the land described below, for a period not to exceed sixty (60) months, beginning on _____, 2013, and ending with the earlier of the completion of a corrective action project or the expiration of this instrument, for use by the Company, its representatives, agents, contractors, and assigns, as a work area for environmental investigation and potential remediation as required by the Kansas Department of Health and the Environment (KDHE). Use of the site includes the right to store, move, and remove equipment and supplies; erect and remove temporary structures on the land; investigate and collect groundwater, soil, and/or soil gas samples; excavate and remove contaminated materials for which Company is responsible for pursuant to the KDHE Consent Order described herein; install groundwater monitoring wells and other devices for monitoring and treating contaminated water or soil; and perform any other such work which may be necessary and incident to this project. If the corrective action project is not completed within sixty (60) months, the Company will work with the Owner to extend the access agreement under terms mutually agreeable to both parties.
2. All tools, equipment, and other property taken upon and placed upon the land by the Company or its representative, agents, contractors, and assigns shall remain the property of the Company or its representative, agents, contractors, and assigns and may be removed by the Company at any time within a reasonable period after the expiration of this permit or right-of-entry.
3. It is understood that the Company's corrective action efforts are undertaken pursuant to its response responsibilities under Consent Order #94-E-0172 issued by KDHE on October 7, 1994. All investigation and any required remediation on this site will follow the State Cooperative Program Process as adopted by KDHE.
4. The permission granted in this document is given voluntarily with knowledge of Owner's right to refuse and without threats or promises of any kind. The Owner hereby represents that the Owner has the authority and right to enter into this Site Access Agreement considering any and all conditions pertaining to the property, legal or otherwise, including but not limited to bankruptcy proceedings, liens, legal stays, or other conditions on or related to the land described below.
5. If any action of the Company's employees or agents in the exercise of this right-of entry results in damage to the real property, the Company will, at its option, either repair such damage or make appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. Owner is hereby named as additional insured under, and as controlled by, the terms of the Certificate of Liability Insurance attached to this Agreement. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.
6. Company shall indemnify, defend, and hold harmless Owner for any contamination for which Company is responsible for pursuant to the KDHE Consent Order, necessary remediation, personal injury, or property damage that results from the work to the extent caused by the Company and its representatives, agents, contractors and assigns.
7. The land affected by this permit or right-of-entry is located in Pittsburg, in Crawford County, Kansas, and is described as follows:

PITTSBURG ORIGINAL TOWN, BLOCK 39, Lot 215, 216

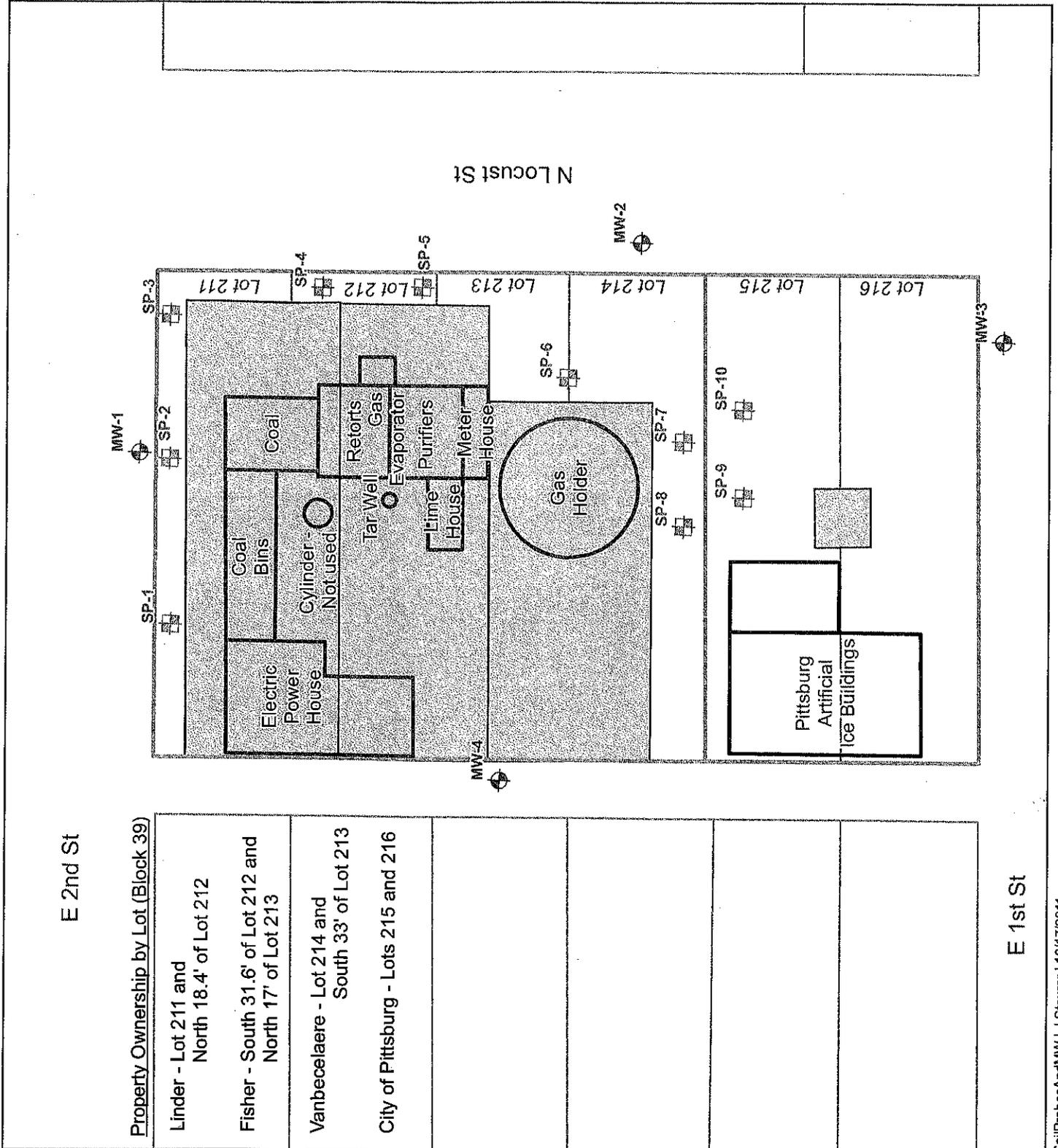
This Agreement is made this _____ day of _____, 20___, by and between the City of Pittsburg, KS ("Owner") and Westar Energy, Inc. ("Company") and their respective representatives, agents, contractors and assigns.

Owner

Date

Westar Energy, Inc.
Sr VP Strategy

Date



E 2nd St

Property Ownership by Lot (Block 39)

Linder - Lot 211 and North 18.4' of Lot 212

Fisher - South 31.6' of Lot 212 and North 17' of Lot 213

Vanbecelaere - Lot 214 and South 33' of Lot 213

City of Pittsburg - Lots 215 and 216

E 1st St



DEPARTMENT OF PUBLIC UTILITIES

303 Memorial Drive · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

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

DATE: January 7, 2014

SUBJECT: Agenda Item – January 14, 2014
ONEOK, Inc. dba Kansas Gas Service
Consent to Roadway

Attached you will find a Consent to Roadway that will need to be executed to enable the City to acquire a 35-foot right-of-way on the east side of Homer Street north of Ford Street. The right-of-way itself will need to be secured from PSU; however, ONEOK, Inc. dba Kansas Gas Service has a prior 10-foot easement beginning 25 feet east of the centerline of Homer Street. This prior easement extends from Ford Street north along the entire PSU ownership to the south line of the residential area north of the Weede. When a private utility uses public right-of-way for their lines, they must relocate lines to avoid conflicts with our projects at their cost. As this is a prior, private easement, the City would be required to pay any costs for them to relocate their lines. We would like to point out that this is not a change from the existing condition in that regard and that we have no current plans which would require a relocation of the gas line.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 14, 2014. Action necessary will be approval or disapproval of the Consent and, if approved, authorize the Mayor to execute the Consent on behalf of the City of Pittsburg.

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

Attachments: Consent to Roadway

GRANTEE'S CONSENT TO ROADWAY

For and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, ONEOK, Inc., d/b/a Kansas Gas Service, as Grantee under a certain ten (10) feet wide Easement Agreement dated June 27th, 1958 recorded in the Office of the Crawford County Register of Deeds in Book 31 at Page 498 with State of Kansas acting through the Board of Regents of the State of Kansas as Grantor, boundary of said ten (10) feet wide Easement Agreement located east of and adjoining City of Pittsburg, Kansas, Homer Street right of way in the Northeast Quarter (NE¼) of Section 32, Township 30 South, Range 25 East of the 6th P.M., and more particularly described as follows:

Beginning at a point 354.80 feet east and 20 feet north at center of Section 32, Township 30 South, Range 25 East, Crawford County, Kansas; thence North 1328.33 feet; thence East 10 feet; thence South 1328.33 feet; thence West 10 feet to the point of beginning. All being in the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section 32, Township 30 South, Range 25 East, Crawford County, Kansas,

hereby consents to the installation, operation and maintenance of a roadway, sidewalks and facilities within the above 10 feet wide easement by the City of Pittsburg, a Kansas municipality.

The City of Pittsburg, Kansas shall bear full responsibility for the construction, repair, operation, maintenance and removal of its roadway, sidewalks and facilities, and install and maintain said roadway in such a manner not to interfere with the operation and maintenance of Kansas Gas Service existing operating pipeline.

The City of Pittsburg, Kansas shall indemnify and hold ONEOK, Inc., d/b/a Kansas Gas Service harmless against and from any liability, loss, damage, or cost, including legal cost of defending any action or claims arising out of the installation, construction, repair, operation, maintenance and removal of said roadway, sidewalks and facilities.

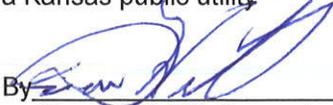
The City of Pittsburg shall obtain a right of way for roadway, sidewalks and facilities over and upon an existing ten (10) feet wide pipeline Easement Agreement from current property owners, said City of Pittsburg, Kansas roadway easement shall be subordinate to the existing Easement Agreement referenced above.

In witness whereof, this consent was executed on this _____ day of _____, 20_____.

City of Pittsburg
a Kansas municipality

Kansas Gas Service
a Kansas public utility

By _____
Michael E. Gray, Mayor

By  _____
Duane W. Hill, Supervisor

By _____
Tammy N. Nagel, City Clerk

STATE OF Kansas)
)
COUNTY OF Crawford)

SS: **MUNICIPAL AKCNOWLEDGMENT**

On this _____ day of _____, 20_____, before me, a Notary Public in and for said County and State aforesaid, personally appeared Michael E. Gray and Tammy N. Nagel, to me personally known, being by me duly sworn, did say that the said Michael E. Gray is the Mayor, and said Tammy N. Nagel is the City Clerk of the City of Pittsburg, Kansas the Municipality that executed the foregoing instrument, and that said instrument was signed, sealed and delivered in the name and on behalf of said Municipality by authority of its Council and they acknowledge said instrument to be the free and voluntary act and deed of said Municipality.

WITNESS my hand and seal the day and year last above written.

Notary Public

My Appointment Expires:

STATE OF Kansas)
) SS: **ACKNOWLEDGMENT**
COUNTY OF Crawford)

On this _____ day of _____, 20_____, before me, a Notary Public in and for said County and State aforesaid, personally appeared Duane W. Hill, to me personally known, being by me duly sworn, did say that the said Duane W. Hill is the Supervisor of Field Operations of Kansas Gas Service, a public utility, the entity that executed the foregoing instrument, and that said instrument was signed, sealed and delivered in the name and on behalf of said entity by authority of its Management, and said Duane W. Hill acknowledge said instrument to be the free and voluntary act and deed of said entity.

WITNESS my hand and seal the day and year last above written.

Notary Public

My Appointment Expires:

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|------------|--------|------------|----------------|----------|----------|--------------|--------------|
| C-CHECK | VOID CHECK | V | 12/13/2013 | | | 171980 | | |
| C-CHECK | VOID CHECK | V | 12/13/2013 | | | 171981 | | |
| C-CHECK | VOID CHECK | V | 12/13/2013 | | | 171991 | | |
| C-CHECK | VOID CHECK | V | 12/13/2013 | | | 171992 | | |
| C-CHECK | VOID CHECK | V | 12/20/2013 | | | 172010 | | |
| C-CHECK | VOID CHECK | V | 1/03/2014 | | | 172058 | | |
| C-CHECK | VOID CHECK | V | 1/03/2014 | | | 172059 | | |

| * * 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: | 7 | VOID DEBITS 0.00 | | |
| | | VOID CREDITS 0.00 | 0.00 | 0.00 |

TOTAL ERRORS: 0

| VENDOR SET: 99 BANK: * | TOTALS: | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|------------------------|---------|----|----------------|-----------|--------------|
| | | 7 | 0.00 | 0.00 | 0.00 |
| BANK: * | TOTALS: | 7 | 0.00 | 0.00 | 0.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 5533 | UNIVERSITY BANK | R | 12/11/2013 | | | 171968 | | 13,000.00 |
| 0523 | AT&T | R | 12/13/2013 | | | 171979 | | 3,613.46 |
| 5966 | BOBCAT OF SPRINGFIELD, INC | R | 12/13/2013 | | | 171982 | | 45.11 |
| 3493 | KANSAS BOARD OF EMS | R | 12/13/2013 | | | 171983 | | 50.00 |
| 1 | KERN, PATSY | R | 12/13/2013 | | | 171984 | | 25.00 |
| 0066 | PITTSBURG PAINT | R | 12/13/2013 | | | 171985 | | 95.14 |
| 6462 | PKHLS ARCHITECTURE INC | R | 12/13/2013 | | | 171986 | | 360.00 |
| 0175 | REGISTER OF DEEDS | R | 12/13/2013 | | | 171987 | | 36.00 |
| 4052 | TRAVELERS | R | 12/13/2013 | | | 171988 | | 1,000.00 |
| 0093 | US POST OFFICE | R | 12/13/2013 | | | 171989 | | 88.00 |
| 5589 | VERIZON WIRELESS SERVICES, LLC | R | 12/13/2013 | | | 171990 | | 6,467.83 |
| 1108 | WESTAR ENERGY | R | 12/13/2013 | | | 171993 | | 20,086.99 |
| 1 | LAMAN, STEVE | R | 12/16/2013 | | | 171994 | | 3.00 |
| 6023 | JOHN T SEAL | R | 12/16/2013 | | | 171995 | | 200.00 |
| 7114 | BAXTER STATE BANK | R | 12/18/2013 | | | 171996 | | 17,500.00 |
| 6750 | HW LOCHNER, BWR DIVISION | R | 12/20/2013 | | | 172005 | | 1,336.89 |
| 1 | CHD FAMILIES - CAMP SYSTOLE | R | 12/20/2013 | | | 172006 | | 1,228.50 |
| 5283 | CLASS LTD | R | 12/20/2013 | | | 172007 | | 206.25 |
| 5759 | COMMUNITY HEALTH CENTER OF SEK | R | 12/20/2013 | | | 172008 | | 47,729.21 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 12/20/2013 | | | 172009 | | 1,727.56 |
| 0095 | CRAWFORD COUNTY TREASURER | R | 12/20/2013 | | | 172011 | | 6,003.00 |
| 6593 | FOOTBALL CAPITAL OF KANSAS BOW | R | 12/20/2013 | | | 172012 | | 10,000.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 1 | GREAT PLAINS DEVELOPMENTS | R | 12/20/2013 | | | 172013 | | 3,635.00 |
| 0380 | KANSAS DEPARTMENT OF REVENUE | R | 12/20/2013 | | | 172014 | | 325.00 |
| 6842 | KU PUBLIC MANAGEMENT CENTER | R | 12/20/2013 | | | 172015 | | 2,900.00 |
| 1847 | MILLERS | R | 12/20/2013 | | | 172016 | | 500.00 |
| 1 | OERTLE, B.J. | R | 12/20/2013 | | | 172017 | | 420.59 |
| 6214 | PITT PLASTICS INC | R | 12/20/2013 | | | 172018 | | 189.41 |
| 1 | PSU BAJA | R | 12/20/2013 | | | 172019 | | 5,000.00 |
| 0175 | REGISTER OF DEEDS | R | 12/20/2013 | | | 172020 | | 40.00 |
| 7111 | RLI | R | 12/20/2013 | | | 172021 | | 200.00 |
| 1 | TECHNOGYM USA CORP | R | 12/20/2013 | | | 172022 | | 67,348.54 |
| 6588 | CHRISTY CLARK | R | 12/20/2013 | | | 172023 | | 595.00 |
| 0349 | UNITED WAY OF CRAWFORD COUNTY | R | 12/20/2013 | | | 172024 | | 95.87 |
| 5410 | WATCO COMPANIES, LLC | R | 12/20/2013 | | | 172025 | | 500.00 |
| 1108 | WESTAR ENERGY | R | 12/20/2013 | | | 172026 | | 87.85 |
| 5371 | PITTSBURG FAMILY YMCA | R | 12/20/2013 | | | 172027 | | 112.14 |
| 2876 | A-PLUS CLEANERS & LAUNDRY | R | 12/27/2013 | | | 172028 | | 585.00 |
| 2004 | AIRE-MASTER OF AMERICA, INC. | R | 12/27/2013 | | | 172029 | | 15.91 |
| 1 | ANGELES, MONICA | R | 12/27/2013 | | | 172030 | | 50.00 |
| 5759 | COMMUNITY HEALTH CENTER OF SEK | R | 12/27/2013 | | | 172031 | | 53.00 |
| 5857 | CREATIVE PRODUCT SOURCING INC | R | 12/27/2013 | | | 172032 | | 245.08 |
| 6384 | FOLEY INDUSTRIES INC | R | 12/27/2013 | | | 172033 | | 2,510.70 |
| 6923 | HUGO'S INDUSTRIAL SUPPLY INC | R | 12/27/2013 | | | 172034 | | 178.30 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 6535 | HOFFMAN SUPPLY CO INC | R | 12/27/2013 | | | 172035 | | 20.20 |
| 5770 | JOPLIN FREIGHTLINER SALES INC | R | 12/27/2013 | | | 172036 | | 191.40 |
| 6656 | KNIPP EQUIPMENT INC | R | 12/27/2013 | | | 172037 | | 612.00 |
| 6842 | KU PUBLIC MANAGEMENT CENTER | R | 12/27/2013 | | | 172038 | | 5,800.00 |
| 2224 | PITNEY BOWES INC | R | 12/27/2013 | | | 172039 | | 140.22 |
| 0175 | REGISTER OF DEEDS | R | 12/27/2013 | | | 172040 | | 77.50 |
| 6377 | SOUTHEAST KANSAS RECYCLING CEN | R | 12/27/2013 | | | 172041 | | 382.00 |
| 7053 | U.S. PEROXIDE, LLC | R | 12/27/2013 | | | 172042 | | 950.00 |
| 5904 | TASC | R | 1/02/2014 | | | 172052 | | 2,220.85 |
| 6142 | SEILER INSTRUMENT & MFG CO INC | R | 1/02/2014 | | | 172053 | | 441.00 |
| 0349 | UNITED WAY OF CRAWFORD COUNTY | R | 1/03/2014 | | | 172056 | | 156.87 |
| 5589 | VERIZON WIRELESS SERVICES, LLC | R | 1/03/2014 | | | 172057 | | 1,177.95 |
| 5371 | PITTSBURG FAMILY YMCA | R | 1/03/2014 | | | 172060 | | 99.68 |
| 2004 | AIRE-MASTER OF AMERICA, INC. | R | 1/07/2014 | | | 172061 | | 15.91 |
| 1342 | CCMFOA OF KANSAS | R | 1/07/2014 | | | 172062 | | 75.00 |
| 6545 | CENTER POINT INC | R | 1/07/2014 | | | 172063 | | 21.42 |
| 5759 | COMMUNITY HEALTH CENTER OF SEK | R | 1/07/2014 | | | 172064 | | 40.48 |
| 7116 | EMC INSURANCE COMPANIES | R | 1/07/2014 | | | 172065 | | 259.20 |
| 0118 | FED EX | R | 1/07/2014 | | | 172066 | | 36.30 |
| 6384 | FOLEY INDUSTRIES INC | R | 1/07/2014 | | | 172067 | | 5,858.30 |
| 2019 | GFOA | R | 1/07/2014 | | | 172068 | | 190.00 |
| 3611 | HI-LINE | R | 1/07/2014 | | | 172069 | | 301.95 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 0314 | KACM | R | 1/07/2014 | | | 172070 | | 210.00 |
| 5054 | KANSAS ASSOC FOR COURT MANAGEM | R | 1/07/2014 | | | 172071 | | 200.00 |
| 4247 | KANSAS MAYORS ASSOC. | R | 1/07/2014 | | | 172072 | | 50.00 |
| 2877 | KDHE - BUREAU OF WATER | R | 1/07/2014 | | | 172073 | | 60.00 |
| 5911 | PB HOIDALE CO INC | R | 1/07/2014 | | | 172074 | | 446.07 |
| 7079 | PLATINUM SERVICE GROUP, INC | R | 1/07/2014 | | | 172075 | | 3,404.61 |
| 6957 | U.S. BANK | R | 1/07/2014 | | | 172076 | | 267.41 |
| 1264 | UNIVERSITY OF KANSAS | R | 1/07/2014 | | | 172077 | | 240.00 |
| 3279 | UTILITY MAINTENANCE CONTR | R | 1/07/2014 | | | 172078 | | 569.70 |
| 0011 | AMERICAN ELECTRIC INC | E | 12/18/2013 | | | 999999 | | 828.04 |
| 0011 | AMERICAN ELECTRIC INC | E | 12/30/2013 | | | 999999 | | 1,251.29 |
| 0026 | STANDARD INSURANCE COMPANY | D | 1/02/2014 | | | 999999 | | 1,242.82 |
| 0038 | LEAGUE OF KANSAS MUNICIPALITIE | E | 12/11/2013 | | | 999999 | | 25.00 |
| 0044 | CRESTWOOD COUNTRY CLUB | E | 12/18/2013 | | | 999999 | | 278.24 |
| 0046 | ETTINGERS OFFICE SUPPLY | E | 12/11/2013 | | | 999999 | | 1,441.27 |
| 0046 | ETTINGERS OFFICE SUPPLY | E | 12/18/2013 | | | 999999 | | 746.68 |
| 0046 | ETTINGERS OFFICE SUPPLY | E | 12/30/2013 | | | 999999 | | 689.91 |
| 0054 | JOPLIN SUPPLY COMPANY | E | 12/18/2013 | | | 999999 | | 1,855.11 |
| 0054 | JOPLIN SUPPLY COMPANY | E | 12/30/2013 | | | 999999 | | 280.20 |
| 0055 | JOHN'S SPORT CENTER | E | 12/11/2013 | | | 999999 | | 356.49 |
| 0062 | LINDSEY SOFTWARE SYSTEMS, INC. | E | 12/11/2013 | | | 999999 | | 319.00 |
| 0063 | LOCKE WHOLESALE SUPPLY | E | 12/11/2013 | | | 999999 | | 188.48 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|-------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 0063 | LOCKE WHOLESALE SUPPLY | E | 12/18/2013 | | | 999999 | | 164.35 |
| 0063 | LOCKE WHOLESALE SUPPLY | E | 12/30/2013 | | | 999999 | | 405.85 |
| 0068 | BROOKS PLUMBING LLC | E | 12/11/2013 | | | 999999 | | 207.70 |
| 0073 | K P & P INC | E | 12/30/2013 | | | 999999 | | 95.00 |
| 0078 | SUPERIOR LINEN SERVICE | E | 12/11/2013 | | | 999999 | | 370.07 |
| 0078 | SUPERIOR LINEN SERVICE | E | 12/30/2013 | | | 999999 | | 335.67 |
| 0084 | INTERSTATE EXTERMINATOR, INC. | E | 12/11/2013 | | | 999999 | | 335.00 |
| 0084 | INTERSTATE EXTERMINATOR, INC. | E | 12/18/2013 | | | 999999 | | 70.00 |
| 0084 | INTERSTATE EXTERMINATOR, INC. | E | 12/30/2013 | | | 999999 | | 70.00 |
| 0087 | FORMS ONE | E | 12/11/2013 | | | 999999 | | 186.05 |
| 0087 | FORMS ONE | E | 12/30/2013 | | | 999999 | | 433.25 |
| 0088 | D & H LEASING INC | E | 12/11/2013 | | | 999999 | | 60.00 |
| 0088 | D & H LEASING INC | E | 12/18/2013 | | | 999999 | | 218.21 |
| 0101 | BUG-A-WAY INC | E | 12/11/2013 | | | 999999 | | 90.00 |
| 0101 | BUG-A-WAY INC | E | 12/18/2013 | | | 999999 | | 120.00 |
| 0101 | BUG-A-WAY INC | E | 12/30/2013 | | | 999999 | | 100.00 |
| 0105 | PITTSBURG AUTOMOTIVE INC | E | 12/11/2013 | | | 999999 | | 667.54 |
| 0105 | PITTSBURG AUTOMOTIVE INC | E | 12/18/2013 | | | 999999 | | 1,237.80 |
| 0105 | PITTSBURG AUTOMOTIVE INC | E | 12/30/2013 | | | 999999 | | 1,446.63 |
| 0112 | MARRONES INC | E | 12/11/2013 | | | 999999 | | 446.70 |
| 0112 | MARRONES INC | E | 12/18/2013 | | | 999999 | | 105.10 |
| 0112 | MARRONES INC | E | 12/30/2013 | | | 999999 | | 91.80 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 0117 | THE MORNING SUN | E | 12/11/2013 | | | 999999 | | 143.99 |
| 0117 | THE MORNING SUN | E | 12/18/2013 | | | 999999 | | 573.34 |
| 0117 | THE MORNING SUN | E | 12/30/2013 | | | 999999 | | 57.60 |
| 0128 | VIA CHRISTI HOSPITAL | E | 12/18/2013 | | | 999999 | | 635.00 |
| 0129 | PROFESSIONAL ENGINEERING CONSU | E | 12/11/2013 | | | 999999 | | 1,703.19 |
| 0133 | JIM RADELL CONSTRUCTION INC | E | 12/18/2013 | | | 999999 | | 9,511.01 |
| 0133 | JIM RADELL CONSTRUCTION INC | E | 12/30/2013 | | | 999999 | | 21,359.42 |
| 0145 | BROADWAY LUMBER COMPANY, INC. | E | 12/11/2013 | | | 999999 | | 270.29 |
| 0145 | BROADWAY LUMBER COMPANY, INC. | E | 12/18/2013 | | | 999999 | | 45.70 |
| 0145 | BROADWAY LUMBER COMPANY, INC. | E | 12/30/2013 | | | 999999 | | 984.65 |
| 0154 | BLUE CROSS & BLUE SHIELD | D | 1/03/2014 | | | 999999 | | 24,216.72 |
| 0154 | BLUE CROSS & BLUE SHIELD | D | 12/13/2013 | | | 999999 | | 48,072.52 |
| 0154 | BLUE CROSS & BLUE SHIELD | D | 12/20/2013 | | | 999999 | | 40,904.09 |
| 0154 | BLUE CROSS & BLUE SHIELD | D | 12/27/2013 | | | 999999 | | 48,333.15 |
| 0163 | O'REILLY AUTOMOTIVE INC | E | 12/11/2013 | | | 999999 | | 112.04 |
| 0163 | O'REILLY AUTOMOTIVE INC | E | 12/18/2013 | | | 999999 | | 234.44 |
| 0163 | O'REILLY AUTOMOTIVE INC | E | 12/30/2013 | | | 999999 | | 173.34 |
| 0183 | PRO-PRINT INC | E | 12/30/2013 | | | 999999 | | 40.00 |
| 0194 | KANSAS STATE TREASURER | E | 12/11/2013 | | | 999999 | | 3,958.52 |
| 0199 | KIRKLAND WELDING SUPPLIES | E | 12/11/2013 | | | 999999 | | 16.76 |
| 0199 | KIRKLAND WELDING SUPPLIES | E | 12/18/2013 | | | 999999 | | 77.50 |
| 0200 | SHERWIN WILLIAMS COMPANY | E | 12/11/2013 | | | 999999 | | 18.52 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 0200 | SHERWIN WILLIAMS COMPANY | E | 12/18/2013 | | | 999999 | | 43.29 |
| 0200 | SHERWIN WILLIAMS COMPANY | E | 12/30/2013 | | | 999999 | | 374.61 |
| 0207 | PEPSI-COLA BOTTLING CO OF PITT | E | 12/11/2013 | | | 999999 | | 80.20 |
| 0207 | PEPSI-COLA BOTTLING CO OF PITT | E | 12/30/2013 | | | 999999 | | 406.90 |
| 0224 | KDOR | D | 1/07/2014 | | | 999999 | | 1,892.40 |
| 0272 | BO'S 1 STOP INC | E | 12/18/2013 | | | 999999 | | 484.92 |
| 0272 | BO'S 1 STOP INC | E | 12/30/2013 | | | 999999 | | 969.23 |
| 0276 | JOE SMITH COMPANY, INC. | E | 12/30/2013 | | | 999999 | | 111.92 |
| 0292 | UNIFIRST CORPORATION | E | 12/18/2013 | | | 999999 | | 107.60 |
| 0294 | COPY PRODUCTS, INC. | E | 12/11/2013 | | | 999999 | | 2,058.00 |
| 0294 | COPY PRODUCTS, INC. | E | 12/30/2013 | | | 999999 | | 1,606.00 |
| 0300 | PITTSBURG FORD-MERCURY, INC. | E | 12/11/2013 | | | 999999 | | 539.10 |
| 0300 | PITTSBURG FORD-MERCURY, INC. | E | 12/18/2013 | | | 999999 | | 822.36 |
| 0300 | PITTSBURG FORD-MERCURY, INC. | E | 12/30/2013 | | | 999999 | | 1,150.77 |
| 0306 | CASTAGNO OIL CO INC | E | 12/11/2013 | | | 999999 | | 171.10 |
| 0306 | CASTAGNO OIL CO INC | E | 12/18/2013 | | | 999999 | | 21.90 |
| 0306 | CASTAGNO OIL CO INC | E | 12/30/2013 | | | 999999 | | 255.55 |
| 0312 | HACH COMPANY, INC | E | 12/11/2013 | | | 999999 | | 898.87 |
| 0312 | HACH COMPANY, INC | E | 12/18/2013 | | | 999999 | | 906.32 |
| 0312 | HACH COMPANY, INC | E | 12/30/2013 | | | 999999 | | 479.47 |
| 0317 | KUNSHEK CHAT & COAL CO, INC. | E | 12/30/2013 | | | 999999 | | 13,525.07 |
| 0321 | KP&F | D | 1/03/2014 | | | 999999 | | 39,710.80 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|-----------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0321 | KP&F | D | 12/20/2013 | | | 999999 | | 37,000.90 |
| 0328 | KANSAS ONE-CALL SYSTEM, INC | E | 12/18/2013 | | | 999999 | | 183.60 |
| 0328 | KANSAS ONE-CALL SYSTEM, INC | E | 12/30/2013 | | | 999999 | | 370.80 |
| 0329 | O'MALLEY IMPLEMENT CO INC | E | 12/11/2013 | | | 999999 | | 309.99 |
| 0329 | O'MALLEY IMPLEMENT CO INC | E | 12/18/2013 | | | 999999 | | 291.42 |
| 0329 | O'MALLEY IMPLEMENT CO INC | E | 12/30/2013 | | | 999999 | | 307.98 |
| 0332 | PITTCRAFT PRINTING | E | 12/18/2013 | | | 999999 | | 2,500.00 |
| 0332 | PITTCRAFT PRINTING | E | 12/30/2013 | | | 999999 | | 186.00 |
| 0335 | CUSTOM AWARDS PLUS INC | E | 12/30/2013 | | | 999999 | | 38.85 |
| 0337 | CROSS-MIDWEST TIRE | E | 12/11/2013 | | | 999999 | | 2,210.00 |
| 0337 | CROSS-MIDWEST TIRE | E | 12/18/2013 | | | 999999 | | 1,121.00 |
| 0337 | CROSS-MIDWEST TIRE | E | 12/30/2013 | | | 999999 | | 168.75 |
| 0339 | GENERAL MACHINERY | E | 12/11/2013 | | | 999999 | | 373.20 |
| 0339 | GENERAL MACHINERY | E | 12/18/2013 | | | 999999 | | 1,548.73 |
| 0339 | GENERAL MACHINERY | E | 12/30/2013 | | | 999999 | | 1,306.38 |
| 0345 | VICTOR L PHILLIPS CO | E | 12/11/2013 | | | 999999 | | 474.77 |
| 0347 | LYNN'S QUICK LUBE | E | 12/11/2013 | | | 999999 | | 37.95 |
| 0375 | CONVENIENT WATER COMPANY | E | 12/11/2013 | | | 999999 | | 90.45 |
| 0375 | CONVENIENT WATER COMPANY | E | 12/30/2013 | | | 999999 | | 75.00 |
| 0409 | WISEMAN'S DISCOUNT TIRE INC | E | 12/11/2013 | | | 999999 | | 760.00 |
| 0409 | WISEMAN'S DISCOUNT TIRE INC | E | 12/30/2013 | | | 999999 | | 8.95 |
| 0412 | NAN MCKAY & ASSOCIATES | E | 12/11/2013 | | | 999999 | | 224.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 0420 | CONTINENTAL RESEARCH CORP | E | 12/18/2013 | | | 999999 | | 299.19 |
| 0504 | LYNN PEAVEY COMPANY | E | 12/30/2013 | | | 999999 | | 57.10 |
| 0512 | CALIFORNIA CONTRACTORS SUPPLIE | E | 12/18/2013 | | | 999999 | | 247.40 |
| 0512 | CALIFORNIA CONTRACTORS SUPPLIE | E | 12/30/2013 | | | 999999 | | 159.80 |
| 0516 | AMERICAN CONCRETE CO INC | E | 12/18/2013 | | | 999999 | | 91.50 |
| 0534 | TYLER TECHNOLOGIES INC | E | 12/11/2013 | | | 999999 | | 390.00 |
| 0583 | DICKINSON INDUSTRIES INC | E | 12/11/2013 | | | 999999 | | 140.00 |
| 0583 | DICKINSON INDUSTRIES INC | E | 12/18/2013 | | | 999999 | | 472.50 |
| 0589 | BERRY TRACTOR & EQUIPMENT | E | 12/30/2013 | | | 999999 | | 173.99 |
| 0597 | MIDWEST MINERALS INC | E | 12/30/2013 | | | 999999 | | 966.03 |
| 0636 | SAM BROWN & SON SHEET METAL | E | 12/30/2013 | | | 999999 | | 925.00 |
| 0659 | PAYNES INC | E | 12/30/2013 | | | 999999 | | 757.50 |
| 0690 | TREASURED IMAGES | E | 12/30/2013 | | | 999999 | | 165.40 |
| 0710 | HOLLAND ALIGNMENT | E | 12/11/2013 | | | 999999 | | 109.90 |
| 0728 | ICMA | D | 1/03/2014 | | | 999999 | | 756.83 |
| 0728 | ICMA | D | 12/20/2013 | | | 999999 | | 948.93 |
| 0746 | CDL ELECTRIC COMPANY INC | E | 12/11/2013 | | | 999999 | | 300.00 |
| 0746 | CDL ELECTRIC COMPANY INC | E | 12/18/2013 | | | 999999 | | 240.78 |
| 0805 | BROADWAY ANIMAL HOSPITAL PA | E | 12/11/2013 | | | 999999 | | 456.50 |
| 0823 | TOUCHTON ELECTRIC INC | E | 12/11/2013 | | | 999999 | | 64.00 |
| 0823 | TOUCHTON ELECTRIC INC | E | 12/30/2013 | | | 999999 | | 44.00 |
| 0837 | BLACKBURN MANUFACTURING CO | E | 12/30/2013 | | | 999999 | | 195.34 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 0866 | AVFUEL CORPORATION | E | 12/30/2013 | | | 999999 | | 35.00 |
| 0867 | CUMMINS CENTRAL POWER LLC | E | 12/18/2013 | | | 999999 | | 131.92 |
| 0911 | WRIGHT RADIATOR SERVICE | E | 12/18/2013 | | | 999999 | | 389.00 |
| 0968 | LEE ENTERPRISES | E | 12/11/2013 | | | 999999 | | 17.00 |
| 1050 | KPERS | D | 1/03/2014 | | | 999999 | | 32,643.22 |
| 1050 | KPERS | D | 12/20/2013 | | | 999999 | | 31,531.77 |
| 1075 | COASTAL ENERGY CORP | E | 12/11/2013 | | | 999999 | | 4,033.74 |
| 1299 | STRUKEL ELECTRIC INC | E | 12/30/2013 | | | 999999 | | 574.00 |
| 1478 | KANSASLAND TIRE OF PITTSBURG | E | 12/11/2013 | | | 999999 | | 635.73 |
| 1478 | KANSASLAND TIRE OF PITTSBURG | E | 12/18/2013 | | | 999999 | | 218.91 |
| 1478 | KANSASLAND TIRE OF PITTSBURG | E | 12/30/2013 | | | 999999 | | 218.96 |
| 1490 | ESTHERMAE TALENT | E | 12/11/2013 | | | 999999 | | 25.00 |
| 1490 | ESTHERMAE TALENT | E | 12/18/2013 | | | 999999 | | 25.00 |
| 1490 | ESTHERMAE TALENT | E | 12/30/2013 | | | 999999 | | 25.00 |
| 1657 | CRAWFORD COUNTY HEALTH DEPT | E | 12/30/2013 | | | 999999 | | 650.00 |
| 1733 | BOYD METALS OF JOPLIN INC | E | 12/30/2013 | | | 999999 | | 99.00 |
| 2111 | DELL MARKETING L.P. | E | 12/30/2013 | | | 999999 | | 3,343.40 |
| 2126 | BUILDING CONTROLS & SERVICE IN | E | 12/30/2013 | | | 999999 | | 1,281.91 |
| 2137 | VAN WALL GROUP | E | 12/11/2013 | | | 999999 | | 78.02 |
| 2186 | PRODUCERS COOPERATIVE ASSOCIAT | E | 12/11/2013 | | | 999999 | | 3,141.27 |
| 2621 | MONICA LAFORTE | E | 12/30/2013 | | | 999999 | | 12.50 |
| 2707 | THE LAWNSCAPE COMPANY, INC. | E | 12/18/2013 | | | 999999 | | 628.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 2767 | BRENNTAG SOUTHWEST, INC | E | 12/30/2013 | | | 999999 | | 1,590.00 |
| 2825 | KANSAS DEPT OF ADMINISTRATION | E | 12/30/2013 | | | 999999 | | 621.20 |
| 2960 | PACE ANALYTICAL SERVICES INC | E | 12/30/2013 | | | 999999 | | 1,197.00 |
| 3079 | COMMERCE BANK | D | 12/26/2013 | | | 999999 | | 21,862.66 |
| 3142 | COMMUNITY MENTAL HEALTH CENTER | E | 12/11/2013 | | | 999999 | | 100.00 |
| 3142 | COMMUNITY MENTAL HEALTH CENTER | E | 12/30/2013 | | | 999999 | | 150.00 |
| 3192 | MUNICIPAL CODE CORP | E | 12/18/2013 | | | 999999 | | 919.60 |
| 3248 | AIRGAS USA LLC | E | 12/11/2013 | | | 999999 | | 218.46 |
| 3248 | AIRGAS USA LLC | E | 12/18/2013 | | | 999999 | | 82.39 |
| 3248 | AIRGAS USA LLC | E | 12/30/2013 | | | 999999 | | 65.62 |
| 3571 | LARRY'S DIESEL REPAIR LLC | E | 12/18/2013 | | | 999999 | | 765.38 |
| 3802 | BRENNTAG MID-SOUTH INC | E | 12/11/2013 | | | 999999 | | 6,345.00 |
| 3971 | FASTENAL COMPANY | E | 12/11/2013 | | | 999999 | | 70.50 |
| 3971 | FASTENAL COMPANY | E | 12/18/2013 | | | 999999 | | 444.98 |
| 3971 | FASTENAL COMPANY | E | 12/30/2013 | | | 999999 | | 180.92 |
| 3972 | WASHINGTON ELECTRONICS INC | E | 12/11/2013 | | | 999999 | | 370.00 |
| 3972 | WASHINGTON ELECTRONICS INC | E | 12/30/2013 | | | 999999 | | 80.00 |
| 4118 | WESTFALL GMC TRUCK INC. | E | 12/11/2013 | | | 999999 | | 1,149.54 |
| 4126 | EMERGENCY MEDICAL PRODUCT INC | E | 12/30/2013 | | | 999999 | | 70.45 |
| 4133 | T.H. ROGERS HOMECENTER | E | 12/11/2013 | | | 999999 | | 89.80 |
| 4133 | T.H. ROGERS HOMECENTER | E | 12/18/2013 | | | 999999 | | 20.27 |
| 4133 | T.H. ROGERS HOMECENTER | E | 12/30/2013 | | | 999999 | | 144.02 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 4183 | BARBIZON LIGHT OF THE ROCKIES | E | 12/30/2013 | | | 999999 | | 95.25 |
| 4354 | LIFESTYLE LEASING INC | E | 12/30/2013 | | | 999999 | | 600.00 |
| 4390 | SPRINGFIELD JANITOR SUPPLY, IN | E | 12/11/2013 | | | 999999 | | 1,041.36 |
| 4390 | SPRINGFIELD JANITOR SUPPLY, IN | E | 12/18/2013 | | | 999999 | | 94.66 |
| 4390 | SPRINGFIELD JANITOR SUPPLY, IN | E | 12/30/2013 | | | 999999 | | 180.35 |
| 4501 | JAMES D PATTERSON | E | 12/11/2013 | | | 999999 | | 48.00 |
| 4618 | TRESA NOYES | E | 12/11/2013 | | | 999999 | | 738.99 |
| 4638 | SOUND PRODUCTS | E | 12/11/2013 | | | 999999 | | 47.74 |
| 4698 | THE MORNING SUN | E | 12/30/2013 | | | 999999 | | 316.14 |
| 4766 | ACCURATE ENVIRONMENTAL | E | 12/11/2013 | | | 999999 | | 1,321.78 |
| 5049 | CRH COFFEE INC | E | 12/11/2013 | | | 999999 | | 47.70 |
| 5049 | CRH COFFEE INC | E | 12/30/2013 | | | 999999 | | 37.90 |
| 5185 | FERGUSON ENTERPRISES INC | E | 12/18/2013 | | | 999999 | | 10,033.77 |
| 5185 | FERGUSON ENTERPRISES INC | E | 12/30/2013 | | | 999999 | | 4,090.09 |
| 5235 | INT'L ASSOC OF PLUMBING & MECH | E | 12/30/2013 | | | 999999 | | 150.00 |
| 5275 | US LIME COMPANY-ST CLAIR | E | 12/11/2013 | | | 999999 | | 3,955.14 |
| 5275 | US LIME COMPANY-ST CLAIR | E | 12/18/2013 | | | 999999 | | 4,231.08 |
| 5275 | US LIME COMPANY-ST CLAIR | E | 12/30/2013 | | | 999999 | | 4,070.12 |
| 5295 | SPRINGFIELD BLUEPRINT | E | 12/18/2013 | | | 999999 | | 104.88 |
| 5340 | COMMERCE BANK TRUST | E | 12/26/2013 | | | 999999 | | 34,207.34 |
| 5391 | CLEAVER FARM & HOME | E | 12/18/2013 | | | 999999 | | 139.70 |
| 5391 | CLEAVER FARM & HOME | E | 12/30/2013 | | | 999999 | | 807.30 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 5420 | AQUIONICS INC | E | 12/11/2013 | | | 999999 | | 810.34 |
| 5470 | COMBUSTION SERVICE INC | E | 12/30/2013 | | | 999999 | | 220.00 |
| 5581 | KOAM, LLC | E | 12/30/2013 | | | 999999 | | 1,465.00 |
| 5657 | TELEDYNE ISCO INC | E | 12/18/2013 | | | 999999 | | 1,702.17 |
| 5668 | COUNTRYSIDE ANIMAL HOSPITAL OF | E | 12/30/2013 | | | 999999 | | 133.16 |
| 5706 | S THOMPSON LLC | E | 12/30/2013 | | | 999999 | | 295.00 |
| 5855 | SHRED-IT USA INC | E | 12/18/2013 | | | 999999 | | 164.16 |
| 5855 | SHRED-IT USA INC | E | 12/30/2013 | | | 999999 | | 130.02 |
| 5862 | HEATHER HORTON | E | 12/11/2013 | | | 999999 | | 360.00 |
| 5904 | TASC | D | 1/03/2014 | | | 999999 | | 7,551.90 |
| 5904 | TASC | D | 12/20/2013 | | | 999999 | | 6,203.76 |
| 5907 | BREATHING AIR SERVICES INC | E | 12/11/2013 | | | 999999 | | 80.00 |
| 6175 | HENRY C MENGHINI | E | 12/18/2013 | | | 999999 | | 1,127.02 |
| 6232 | ASPHALT & FUEL SUPPLY LLC | E | 12/11/2013 | | | 999999 | | 27,801.62 |
| 6232 | ASPHALT & FUEL SUPPLY LLC | E | 12/30/2013 | | | 999999 | | 13,539.68 |
| 6402 | BEAN'S TOWING & AUTO BODY | E | 12/11/2013 | | | 999999 | | 705.00 |
| 6402 | BEAN'S TOWING & AUTO BODY | E | 12/30/2013 | | | 999999 | | 780.00 |
| 6415 | ING FINANCIAL ADVISORS | D | 1/03/2014 | | | 999999 | | 3,462.00 |
| 6415 | ING FINANCIAL ADVISORS | D | 12/20/2013 | | | 999999 | | 10,624.00 |
| 6498 | BLUEGLOBES LLC | E | 12/11/2013 | | | 999999 | | 172.22 |
| 6524 | ELLIOTT EQUIPMENT COMPANY | E | 12/11/2013 | | | 999999 | | 266.00 |
| 6595 | AMAZON.COM, INC | E | 12/30/2013 | | | 999999 | | 19,638.43 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 6772 | INDUSTRIAL CRATING INC | E | 12/11/2013 | | | 999999 | | 1,670.00 |
| 6952 | ADP INC | D | 12/13/2013 | | | 999999 | | 580.35 |
| 6952 | ADP INC | D | 12/20/2013 | | | 999999 | | 1,845.54 |
| 6952 | ADP INC | D | 12/27/2013 | | | 999999 | | 3,139.37 |
| 7028 | MATTHEW L. FRYE | E | 12/30/2013 | | | 999999 | | 400.00 |
| 7049 | ED ROEHR AUTO RADIO, INC | E | 12/30/2013 | | | 999999 | | 15.30 |
| 7050 | KRIZ-DAVIS CO. | E | 12/30/2013 | | | 999999 | | 171.75 |
| 7088 | ENVIRONMENTAL COMPLIANCE TECHN | E | 12/11/2013 | | | 999999 | | 1,048.03 |
| 7105 | NEPTUNE CHEMICAL PUMP CO, INC | E | 12/11/2013 | | | 999999 | | 251.24 |

| * * T O T A L S * * | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|---------------------|-----|-------------------|-----------|--------------|
| REGULAR CHECKS: | 75 | 240,907.26 | 1.91CR | 240,905.35 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 20 | 362,523.73 | 0.00 | 362,523.73 |
| EFT: | 200 | 268,898.49 | 65.90CR | 268,832.59 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 0 | VOID DEBITS 0.00 | | |
| | | VOID CREDITS 0.00 | 0.00 | 0.00 |

TOTAL ERRORS: 0

| VENDOR SET: 99 BANK: 80144 | TOTALS: | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|----------------------------|---------|-----|----------------|-----------|--------------|
| | | 295 | 872,329.48 | 67.81CR | 872,261.67 |
| BANK: 80144 | TOTALS: | 295 | 872,329.48 | 67.81CR | 872,261.67 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|----------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 0011 | AMERICAN ELECTRIC INC | E | 12/16/2013 | | | 999999 | | 384.49 |
| 0046 | ETTINGERS OFFICE SUPPLY | E | 12/16/2013 | | | 999999 | | 115.41 |
| 0054 | JOPLIN SUPPLY COMPANY | E | 12/16/2013 | | | 999999 | | 103.04 |
| 0056 | NEWSPAPER HOLDINGS | E | 12/23/2013 | | | 999999 | | 217.00 |
| 0063 | LOCKE WHOLESALE SUPPLY | E | 12/16/2013 | | | 999999 | | 137.22 |
| 0063 | LOCKE WHOLESALE SUPPLY | E | 12/23/2013 | | | 999999 | | 122.31 |
| 0072 | KEN ROBERTSON | E | 12/23/2013 | | | 999999 | | 40.82 |
| 0081 | JOYE VAN GORDEN | E | 1/06/2014 | | | 999999 | | 14.06 |
| 0088 | D & H LEASING INC | E | 12/16/2013 | | | 999999 | | 194.14 |
| 0101 | BUG-A-WAY INC | E | 12/16/2013 | | | 999999 | | 110.00 |
| 0105 | PITTSBURG AUTOMOTIVE INC | E | 12/16/2013 | | | 999999 | | 17.61 |
| 0105 | PITTSBURG AUTOMOTIVE INC | E | 12/23/2013 | | | 999999 | | 62.54 |
| 0163 | O'REILLY AUTOMOTIVE INC | E | 12/16/2013 | | | 999999 | | 22.48 |
| 0199 | KIRKLAND WELDING SUPPLIES | E | 1/06/2014 | | | 999999 | | 24.45 |
| 0199 | KIRKLAND WELDING SUPPLIES | E | 12/16/2013 | | | 999999 | | 3.65 |
| 0200 | SHERWIN WILLIAMS COMPANY | E | 12/16/2013 | | | 999999 | | 646.14 |
| 0201 | SPICER-ADAMS WELDING, INC. | E | 12/16/2013 | | | 999999 | | 467.98 |
| 0292 | UNIFIRST CORPORATION | E | 12/23/2013 | | | 999999 | | 49.80 |
| 0306 | CASTAGNO OIL CO INC | E | 12/16/2013 | | | 999999 | | 439.55 |
| 0332 | PITTCRAFT PRINTING | E | 12/16/2013 | | | 999999 | | 576.00 |
| 0335 | CUSTOM AWARDS PLUS INC | E | 12/23/2013 | | | 999999 | | 116.14 |
| 0339 | GENERAL MACHINERY | E | 12/16/2013 | | | 999999 | | 974.68 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 0362 | SENSUS TECHNOLOGIES INC | E | 1/03/2014 | | | 999999 | | 1,524.60 |
| 0363 | FISHER SCIENTIFIC CO, LLC | E | 12/16/2013 | | | 999999 | | 358.30 |
| 0409 | WISEMAN'S DISCOUNT TIRE INC | E | 12/16/2013 | | | 999999 | | 13.89 |
| 0478 | VIETTI AUTO BODY INC | E | 12/23/2013 | | | 999999 | | 117.00 |
| 0534 | TYLER TECHNOLOGIES INC | E | 1/03/2014 | | | 999999 | | 35,074.59 |
| 0623 | CALVIN JONES | E | 12/23/2013 | | | 999999 | | 1,912.50 |
| 0746 | CDL ELECTRIC COMPANY INC | E | 12/23/2013 | | | 999999 | | 3,855.68 |
| 0753 | CRAWFORD COUNTY MENTAL HEALTH | E | 12/16/2013 | | | 999999 | | 12,237.65 |
| 0808 | JD DICKINSON COMPRESSOR | E | 12/16/2013 | | | 999999 | | 558.16 |
| 0866 | AVFUEL CORPORATION | E | 1/06/2014 | | | 999999 | | 29,270.48 |
| 0866 | AVFUEL CORPORATION | E | 12/23/2013 | | | 999999 | | 28,045.79 |
| 0969 | SEK-CAP INC | E | 12/23/2013 | | | 999999 | | 65,190.68 |
| 1256 | ANDERSON ENGINEERING INC | E | 12/23/2013 | | | 999999 | | 132.80 |
| 1299 | STRUHEL ELECTRIC INC | E | 12/19/2013 | | | 999999 | | 135,875.21 |
| 2025 | SOUTHERN UNIFORM & EQUIPMENT L | E | 12/16/2013 | | | 999999 | | 84.95 |
| 2035 | O'BRIEN ROCK CO., INC. | E | 12/23/2013 | | | 999999 | | 3,327.50 |
| 2186 | PRODUCERS COOPERATIVE ASSOCIAT | E | 12/16/2013 | | | 999999 | | 24,133.30 |
| 2223 | PITNEY BOWES | E | 12/23/2013 | | | 999999 | | 894.00 |
| 2433 | THE MORNING SUN | E | 1/06/2014 | | | 999999 | | 550.00 |
| 2433 | THE MORNING SUN | E | 12/16/2013 | | | 999999 | | 2,433.11 |
| 2825 | KANSAS DEPT OF ADMINISTRATION | E | 12/23/2013 | | | 999999 | | 1,248.20 |
| 2921 | DP2 BILLING SOLUTIONS, LLC | E | 12/23/2013 | | | 999999 | | 5,533.48 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 2921 | DP2 BILLING SOLUTIONS, LLC | E | 12/31/2013 | | | 999999 | | 1,332.40 |
| 2945 | GALAXIE BUSINESS EQUIPMENT, IN | E | 1/03/2014 | | | 999999 | | 10,030.00 |
| 2960 | PACE ANALYTICAL SERVICES INC | E | 12/16/2013 | | | 999999 | | 3,225.00 |
| 3126 | W.W. GRAINGER, INC | E | 12/23/2013 | | | 999999 | | 648.26 |
| 3218 | CHERYL L BROOKS | E | 12/16/2013 | | | 999999 | | 100.00 |
| 3281 | USA BLUE BOOK | E | 12/16/2013 | | | 999999 | | 177.04 |
| 4133 | T.H. ROGERS HOMECENTER | E | 12/23/2013 | | | 999999 | | 12.34 |
| 4390 | SPRINGFIELD JANITOR SUPPLY, IN | E | 12/16/2013 | | | 999999 | | 190.44 |
| 4390 | SPRINGFIELD JANITOR SUPPLY, IN | E | 12/23/2013 | | | 999999 | | 97.19 |
| 4702 | GEORGE WARD | E | 12/23/2013 | | | 999999 | | 2,400.00 |
| 4970 | ERIC VANCE | E | 12/16/2013 | | | 999999 | | 175.00 |
| 5113 | KAYE LEWIS | E | 12/23/2013 | | | 999999 | | 5,213.14 |
| 5275 | US LIME COMPANY-ST CLAIR | E | 12/16/2013 | | | 999999 | | 8,095.89 |
| 5482 | JUSTIN HART | E | 1/06/2014 | | | 999999 | | 59.99 |
| 5482 | JUSTIN HART | E | 12/16/2013 | | | 999999 | | 59.99 |
| 5590 | HD SUPPLY WATERWORKS, LTD. | E | 1/06/2014 | | | 999999 | | 7,487.04 |
| 5883 | SPROULS CONSTRUCTION INC | E | 1/06/2014 | | | 999999 | | 78,848.59 |
| 6495 | CIVICPLUS | E | 1/03/2014 | | | 999999 | | 4,614.12 |
| 6558 | VERMONT SYSTEMS INC | E | 1/03/2014 | | | 999999 | | 5,238.00 |
| 6569 | WIESE USA, INC | E | 12/23/2013 | | | 999999 | | 129.19 |
| 6630 | PATRICK WALKER | E | 12/16/2013 | | | 999999 | | 249.95 |
| 6721 | LLOYDS TRASH SERVICE | E | 12/23/2013 | | | 999999 | | 26.78 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 6805 | WELLNESS INNOVATIONS & NURSING | E | 1/03/2014 | | | 999999 | | 15,428.40 |
| 6816 | DEFFENBAUGH OF ARKANSAS LLC | E | 12/16/2013 | | | 999999 | | 933.74 |
| 7028 | MATTHEW L. FRYE | E | 12/16/2013 | | | 999999 | | 400.00 |
| 7029 | ELISABETH GORDON | E | 12/17/2013 | | | 999999 | | 136.50 |
| 7049 | ED ROEHR AUTO RADIO, INC | E | 12/23/2013 | | | 999999 | | 48,136.90 |
| 7076 | HOFFMAN STRATEGY GROUP, LLC | E | 12/31/2013 | | | 999999 | | 13,875.83 |
| 7108 | KANSAS MUNICIPAL INSURANCE TRU | E | 1/03/2014 | | | 999999 | | 181,752.00 |
| 7109 | SAMANAGE USA, INC | E | 1/03/2014 | | | 999999 | | 4,424.00 |

| * * 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: | 74 | 750,728.99 | 19.89CR | 750,709.10 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 0 VOID DEBITS | 0.00 | | |
| | VOID CREDITS | 0.00 | | |

TOTAL ERRORS: 0

| VENDOR SET: 99 BANK: EFT TOTALS: | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|----------------------------------|----|----------------|-----------|--------------|
| | 74 | 750,728.99 | 19.89CR | 750,709.10 |
| BANK: EFT TOTALS: | 74 | 750,728.99 | 19.89CR | 750,709.10 |

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 12/11/2013 THRU 1/07/2014

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|---------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7106 | GEORGIA BATES | R | 1/02/2014 | | | 172043 | | 600.00 |
| 6266 | KENNETH JOSEPH BRADY | R | 1/02/2014 | | | 172044 | | 274.00 |
| 6585 | CLASS HOMES 1 LLC | R | 1/02/2014 | | | 172045 | | 172.00 |
| 6168 | K AND B RENTALS LLC | R | 1/02/2014 | | | 172046 | | 590.00 |
| 6517 | STACE MORRIS | R | 1/02/2014 | | | 172047 | | 352.00 |
| 1800 | DAN RODABAUGH | R | 1/02/2014 | | | 172048 | | 383.00 |
| 6451 | NAZAR SAMAN | R | 1/02/2014 | | | 172049 | | 913.00 |
| 4897 | JOHN VINARDI | R | 1/02/2014 | | | 172050 | | 243.00 |
| 4636 | WESTAR ENERGY, INC. (HAP) | R | 1/02/2014 | | | 172051 | | 802.00 |
| 0006 | OLIN CHANDLER | E | 1/03/2014 | | | 999999 | | 200.00 |
| 0013 | ASHLEY K. CANTRELL | E | 1/03/2014 | | | 999999 | | 503.00 |
| 0140 | A&M RENTALS | E | 1/03/2014 | | | 999999 | | 858.00 |
| 0266 | JOHN S KUTZ | E | 1/03/2014 | | | 999999 | | 337.00 |
| 0855 | CHARLES HOSMAN | E | 1/03/2014 | | | 999999 | | 371.00 |
| 0969 | SEK-CAP INC | E | 1/03/2014 | | | 999999 | | 2,210.52 |
| 1008 | BENJAMIN M BEASLEY | E | 1/03/2014 | | | 999999 | | 235.00 |
| 1231 | JOHN LOVELL | E | 1/03/2014 | | | 999999 | | 266.00 |
| 1609 | PHILLIP H O'MALLEY | E | 1/03/2014 | | | 999999 | | 4,564.00 |
| 1638 | VERNON W PEARSON | E | 1/03/2014 | | | 999999 | | 438.00 |
| 1688 | DORA WARE | E | 1/03/2014 | | | 999999 | | 592.00 |
| 1961 | DUSTIN D MAJOR | E | 1/03/2014 | | | 999999 | | 290.00 |
| 1982 | KENNETH STOTTS | E | 1/03/2014 | | | 999999 | | 2,570.00 |

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 12/11/2013 THRU 1/07/2014

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 1985 | RICK A MOORE | E | 1/03/2014 | | | 999999 | | 1,061.00 |
| 2304 | DENNIS HELMS | E | 1/03/2014 | | | 999999 | | 216.00 |
| 2339 | CHRIS WINDSOR | E | 1/03/2014 | | | 999999 | | 149.00 |
| 2542 | CHARLES YOST | E | 1/03/2014 | | | 999999 | | 1,307.00 |
| 2624 | JAMES ZIMMERMAN | E | 1/03/2014 | | | 999999 | | 1,360.00 |
| 2718 | KENNETH B DUTTON | E | 1/03/2014 | | | 999999 | | 277.00 |
| 2850 | VENITA STOTTS | E | 1/03/2014 | | | 999999 | | 480.00 |
| 2913 | KENNETH N STOTTS JR | E | 1/03/2014 | | | 999999 | | 315.00 |
| 3002 | BARBARA MINGORI | E | 1/03/2014 | | | 999999 | | 383.00 |
| 3067 | STEVE BITNER | E | 1/03/2014 | | | 999999 | | 5,166.00 |
| 3114 | PATRICIA BURLESON | E | 1/03/2014 | | | 999999 | | 807.00 |
| 3142 | COMMUNITY MENTAL HEALTH CENTER | E | 1/03/2014 | | | 999999 | | 419.00 |
| 3193 | WILLIAM CROZIER | E | 1/03/2014 | | | 999999 | | 1,292.00 |
| 3218 | CHERYL L BROOKS | E | 1/03/2014 | | | 999999 | | 368.00 |
| 3272 | DUNCAN HOUSING LLC | E | 1/03/2014 | | | 999999 | | 5,866.00 |
| 3273 | RICHARD F THENIKL | E | 1/03/2014 | | | 999999 | | 1,234.00 |
| 3294 | JOHN R SMITH | E | 1/03/2014 | | | 999999 | | 282.00 |
| 3593 | REMINGTON SQUARE | E | 1/03/2014 | | | 999999 | | 5,851.00 |
| 3668 | MID AMERICA PROPERTIES OF PITT | E | 1/03/2014 | | | 999999 | | 1,175.00 |
| 3708 | GILMORE BROTHERS RENTALS | E | 1/03/2014 | | | 999999 | | 73.00 |
| 3724 | YVONNE L. ZORNES | E | 1/03/2014 | | | 999999 | | 698.00 |
| 3746 | JAROLD BONBRAKE | E | 1/03/2014 | | | 999999 | | 327.00 |

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 12/11/2013 THRU 1/07/2014

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|----------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 4054 | MICHAEL A SMITH | E | 1/03/2014 | | | 999999 | | 514.00 |
| 4218 | MEADOWLARK TOWNHOUSES | E | 1/03/2014 | | | 999999 | | 2,052.00 |
| 4308 | KENNETH BATEMAN | E | 1/03/2014 | | | 999999 | | 542.00 |
| 4492 | PITTSBURG SENIORS | E | 1/03/2014 | | | 999999 | | 3,622.00 |
| 4546 | C & M PROPERTIES LLC | E | 1/03/2014 | | | 999999 | | 76.00 |
| 4564 | TERRY L SIMPSON | E | 1/03/2014 | | | 999999 | | 491.00 |
| 4752 | S & N MANAGEMENT, LLC | E | 1/03/2014 | | | 999999 | | 185.00 |
| 4786 | JENNIFER STANLEY | E | 1/03/2014 | | | 999999 | | 173.00 |
| 4828 | LINDA G MARTINSON | E | 1/03/2014 | | | 999999 | | 149.00 |
| 4928 | PITTSBURG STATE UNIVERSITY | E | 1/03/2014 | | | 999999 | | 1,417.00 |
| 5035 | ZACK QUIER | E | 1/03/2014 | | | 999999 | | 338.00 |
| 5039 | VANETA MATHIS | E | 1/03/2014 | | | 999999 | | 276.00 |
| 5393 | CARLOS ANGELES | E | 1/03/2014 | | | 999999 | | 1,140.00 |
| 5508 | BUTLER RENTALS INC | E | 1/03/2014 | | | 999999 | | 83.00 |
| 5549 | DELBERT BAIR | E | 1/03/2014 | | | 999999 | | 274.00 |
| 5583 | ROBERT L NANKIVELL SR | E | 1/03/2014 | | | 999999 | | 195.00 |
| 5653 | PEGGY HUNT | E | 1/03/2014 | | | 999999 | | 225.00 |
| 5656 | EARL HARTMAN | E | 1/03/2014 | | | 999999 | | 437.00 |
| 5658 | DEANNA J HIGGINS | E | 1/03/2014 | | | 999999 | | 191.00 |
| 5660 | HERBERT WARING | E | 1/03/2014 | | | 999999 | | 326.00 |
| 5676 | BARBARA TODD | E | 1/03/2014 | | | 999999 | | 34.00 |
| 5817 | JAMA ENTERPRISES LLP | E | 1/03/2014 | | | 999999 | | 412.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|-------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 5854 | ANTHONY A SNYDER | E | 1/03/2014 | | | 999999 | | 728.00 |
| 5875 | BRIAN WARE | E | 1/03/2014 | | | 999999 | | 451.00 |
| 5885 | CHARLES T GRAVER | E | 1/03/2014 | | | 999999 | | 500.00 |
| 5896 | HORIZON INVESTMENTS GROUP INC | E | 1/03/2014 | | | 999999 | | 27.00 |
| 5906 | JOHN HINRICHS | E | 1/03/2014 | | | 999999 | | 189.00 |
| 5939 | EDNA R TRENT | E | 1/03/2014 | | | 999999 | | 220.00 |
| 5957 | PASTEUR PROPERTIES LLC | E | 1/03/2014 | | | 999999 | | 535.00 |
| 5961 | LARRY VANBECELAERE | E | 1/03/2014 | | | 999999 | | 276.00 |
| 6002 | SALLY THRELFALL | E | 1/03/2014 | | | 999999 | | 248.00 |
| 6032 | TIM J. RIDGWAY | E | 1/03/2014 | | | 999999 | | 815.00 |
| 6073 | REBECCA FOSTER | E | 1/03/2014 | | | 999999 | | 256.00 |
| 6108 | TILDEN BURNS, LLC | E | 1/03/2014 | | | 999999 | | 392.00 |
| 6130 | T & K RENTALS LLC | E | 1/03/2014 | | | 999999 | | 1,380.00 |
| 6150 | JAMES L COX | E | 1/03/2014 | | | 999999 | | 388.00 |
| 6161 | MICHAEL J STOTTS | E | 1/03/2014 | | | 999999 | | 126.00 |
| 6172 | ANDREW A WACHTER | E | 1/03/2014 | | | 999999 | | 217.00 |
| 6186 | TROY ROSENSTIEL | E | 1/03/2014 | | | 999999 | | 357.00 |
| 6294 | RONALD E WUERDEMAN | E | 1/03/2014 | | | 999999 | | 256.00 |
| 6295 | DAVID L PETERSON | E | 1/03/2014 | | | 999999 | | 646.00 |
| 6298 | KEVAN L SCHUPBACH | E | 1/03/2014 | | | 999999 | | 6,336.00 |
| 6306 | BALKANS DEVELOPMENT LLC | E | 1/03/2014 | | | 999999 | | 28.00 |
| 6317 | RONALD L EMERSON | E | 1/03/2014 | | | 999999 | | 170.00 |

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 12/11/2013 THRU 1/07/2014

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 6380 | WAYNE E THOMPSON | E | 1/03/2014 | | | 999999 | | 577.00 |
| 6391 | DOWNTOWN PITTSBURG HOUSING PAR | E | 1/03/2014 | | | 999999 | | 2,479.00 |
| 6441 | HEATHER D MASON | E | 1/03/2014 | | | 999999 | | 804.00 |
| 6464 | PROX PROPERTY SOLUTIONS, LLC | E | 1/03/2014 | | | 999999 | | 525.00 |
| 6507 | MARTHA E MOORE | E | 1/03/2014 | | | 999999 | | 233.00 |
| 6628 | SEAN HALL | E | 1/03/2014 | | | 999999 | | 400.00 |
| 6633 | CHRISTINA OBERLE | E | 1/03/2014 | | | 999999 | | 223.00 |
| 6647 | MICHAEL A SMITH | E | 1/03/2014 | | | 999999 | | 648.00 |
| 6657 | OZARKS AREA COMMUNITY ACTION C | E | 1/03/2014 | | | 999999 | | 1,141.72 |
| 6673 | JUDITH A COLLINS | E | 1/03/2014 | | | 999999 | | 382.00 |
| 6753 | REBECCA SPONSEL | E | 1/03/2014 | | | 999999 | | 306.00 |
| 6763 | BRETT A WARY | E | 1/03/2014 | | | 999999 | | 460.00 |
| 6799 | KEVIN KITTERMAN | E | 1/03/2014 | | | 999999 | | 255.00 |
| 6868 | DAVID SIMPSON (308) | E | 1/03/2014 | | | 999999 | | 225.00 |
| 6886 | DELBERT BAIR | E | 1/03/2014 | | | 999999 | | 508.00 |
| 6905 | JENNIFER M TRISLER | E | 1/03/2014 | | | 999999 | | 321.00 |
| 6916 | STILWELL HERITAGE & EDUCATIONA | E | 1/03/2014 | | | 999999 | | 4,716.00 |
| 6966 | CHARLOTTE BURGESS | E | 1/03/2014 | | | 999999 | | 357.00 |
| 6971 | PAMELA BEER | E | 1/03/2014 | | | 999999 | | 317.00 |
| 7012 | RICKY R STEVENS | E | 1/03/2014 | | | 999999 | | 400.00 |
| 7024 | KIMBERLY GRISSOM | E | 1/03/2014 | | | 999999 | | 450.00 |
| 7027 | CALVIN THOMAS | E | 1/03/2014 | | | 999999 | | 222.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|-------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 7083 | PITTSBURG HEIGHTS, LP | E | 1/03/2014 | | | 999999 | | 2,207.00 |
| 7112 | RANDY VILELA PROPERTIES | E | 1/03/2014 | | | 999999 | | 1,613.00 |

| * * T O T A L S * * | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|---------------------|-----|-------------------|-----------|--------------|
| REGULAR CHECKS: | 9 | 4,329.00 | 0.00 | 4,329.00 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 0 | 0.00 | 0.00 | 0.00 |
| EFT: | 103 | 90,003.24 | 0.00 | 90,003.24 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 0 | VOID DEBITS 0.00 | | |
| | | VOID CREDITS 0.00 | 0.00 | 0.00 |

TOTAL ERRORS: 0

| VENDOR SET: 99 BANK: HAP TOTALS: | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|----------------------------------|-----|----------------|-----------|--------------|
| | 112 | 94,332.24 | 0.00 | 94,332.24 |
| BANK: HAP TOTALS: | 112 | 94,332.24 | 0.00 | 94,332.24 |

VENDOR SET: 99 City of Pittsburg, KS
BANK: MAN MANUAL CKS
DATE RANGE:12/11/2013 THRU 1/07/2014

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|-------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 7053 | U.S. PEROXIDE, LLC | R | 12/12/2013 | | | 171978 | | 4,950.00 |
| 7075 | NATHAN WELLS | R | 12/20/2013 | | | 172004 | | 500.00 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 1/03/2014 | | | 172054 | | 32.19 |
| 1108 | WESTAR ENERGY | R | 1/03/2014 | | | 172055 | | 38.18 |

* * T O T A L S * *

| | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|-----------------|----|-------------------|-----------|--------------|
| REGULAR CHECKS: | 4 | 5,520.37 | 0.00 | 5,520.37 |
| 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: | 0 | VOID DEBITS 0.00 | | |
| | | VOID CREDITS 0.00 | | |
| | | 0.00 | 0.00 | |

TOTAL ERRORS: 0

| VENDOR SET: 99 | BANK: MAN | TOTALS: | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|----------------|-----------|---------|-----|----------------|-----------|--------------|
| | | | 4 | 5,520.37 | 0.00 | 5,520.37 |
| BANK: MAN | TOTALS: | | 4 | 5,520.37 | 0.00 | 5,520.37 |
| REPORT TOTALS: | | | 492 | 1,722,911.08 | 87.70CR | 1,722,823.38 |

Passed and approved this 14th day of January, 2014.

Michael E. Gray, Mayor

ATTEST:

Tammy Nagel, City Clerk



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Chamber President/City Economic Development Director

DATE: January 8, 2014

SUBJECT: January 14, 2014 Agenda Item
Retail/hotel feasibility study presentation

On October 11, 2013, the City of Pittsburg entered into an agreement with Jeff Green Partners/Hoffman Strategy Group to conduct a retail/hotel feasibility study for Pittsburg. The study is now complete and ready for delivery.

We have arranged for Jeff Green, who conducted the retail feasibility portion of the study, to attend the January 14, 2014, Pittsburg city commission and provide a detailed presentation of his findings and recommendations.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 14, 2014.