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JOPLIN REGIONAL PROSPERITY INITIATIVE (JRPI)
MEMBERSHIP RENEWAL - Approve or disapprove the renewal
of the Joplin Regional Prosperity Initiative (JRPI) membership
for the year 2014 (fifth year) in the amount of \$20,000.

JRPI Memo 56

WESTAR ENERGY ELECTRIC SERVICES AGREEMENTS -
Staff is requesting Governing Body approval of Agreements for
Electric Service between Kansas Gas and Electric Company
dba Westar Energy, Inc. and the City of Pittsburg for Generation
Substitution Services at the East 4th Street Lift Station,
Southeast Lift Station and Fire Station #1.

Westar Electrical Services Agreement Memo. 57

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BI-MONTHLY BUDGET REPORT - Director of Finance Jamie
Clarkson will present the Bi-Monthly Budget Report as of
February 28, 2014.

Budget Report 65

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 25, 2014
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Don Talent of the Open Door Fellowship
- b. Flag Salute Led by the Mayor
- c. Public Input

CONSENT AGENDA:

- a. Approval of the March 11, 2014, City Commission Meeting minutes.
- b. Approval of the Economic Development Advisory Committee's recommendation to forgive the 2013 loan installment in the amount of \$12,532.21 to be made by C.P. Communications, as they have complied with the requirements set forth in the forgivable loan documents and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.
- c. Approval of the Economic Development Advisory Committee's recommendation to forgive half of the 2012 and 2013 loan installments in the amount of \$3,000 each (\$6,000 total) to be made by the Southeast Kansas Recycling Center, as they have complied with the requirements to operate a household hazardous waste facility in Pittsburg as set forth in the forgivable loan documents and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.
- d. Approval of the Airport Modernization Agreement between the Kansas Department of Transportation and the City of Pittsburg for an Airport Improvements Project to remove trees in the approach area of Runway 16 at the Atkinson Municipal Airport and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.
- e. Approval of an Agreement between the City of Pittsburg and Professional Engineering Consultants, P.A. to provide Construction Engineering Services for the Broadway and 20th Street Intersection Improvements Project and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 25, 2014
5:30 PM

- f. Approval of staff request to purchase a trained Dutch Shepard Police Service Dog from Flint Hills K9 Training Center of Emporia, Kansas, for \$5,500, and if approved, direct staff to prepare the necessary purchase order and authorize the Mayor to sign the appropriate documents on behalf of the City.
- g. Approval of the Appropriation Ordinance for the period ending March 25, 2014, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

CONSIDER THE FOLLOWING:

- a. PROPERTY AND LIABILITY INSURANCE RENEWAL - Staff is requesting Governing Body approval of the renewal of the City's property and liability insurance policy with the EMC Insurance Company, the Airport Liability coverage with Ace Property and Casualty Insurance Company, the P.I.D.C. building coverage with Travelers Insurance Company, and the Police K9 coverage with Nason Associates with an annual total premium cost of \$309,878. **Approve or disapprove staff request and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**
- b. JOPLIN REGIONAL PROSPERITY INITIATIVE (JRPI) MEMBERSHIP RENEWAL - Approve or disapprove the renewal of the Joplin Regional Prosperity Initiative (JRPI) membership for the year 2014 (fifth year) in the amount of \$20,000. **Approve or disapprove renewal and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**
- c. WESTAR ENERGY ELECTRIC SERVICES AGREEMENTS - Staff is requesting Governing Body approval of Agreements for Electric Service between Kansas Gas and Electric Company dba Westar Energy, Inc. and the City of Pittsburg for Generation Substitution Services at the East 4th Street Lift Station, Southeast Lift Station and Fire Station #1. **Approve or disapprove staff request and, if approved, authorize the Mayor to sign the Agreements for Electric Service on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 25, 2014
5:30 PM

NON-AGENDA REPORTS & REQUESTS:

- a. BI-MONTHLY BUDGET REPORT - Director of Finance Jamie Clarkson will present the Bi-Monthly Budget Report as of February 28, 2014.

EXECUTIVE SESSION:

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

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 11th, 2014

A Regular Session of the Board of Commissioners was held at 5:30 p.m., on Tuesday, March 11th, 2014, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Michael Gray presiding and the following members present: John Ketterman, Chuck Munsell, and Monica Murnan. Commissioner Patrick O'Bryan was absent.

Pete Mayo of Via Christi provided the invocation.

Mayor Gray led the flag salute.

APPROVAL OF MINUTES – FEBRUARY 25th, 2014 - On motion of Munsell, seconded by Ketterman, the Governing Body approved the February 25th, 2014, City Commission Meeting minutes as submitted. Motion carried. Absent: O'Bryan.

ENGINEERING SERVICES CONTRACT – PROFESSIONAL ENGINEERING CONSULTANTS, P.A. – On motion of Munsell, seconded by Ketterman, the Governing Body approved the contract for Engineering Services between the City of Pittsburg and Professional Engineering Consultants, P.A. (PEC) in which PEC will serve in an advisory role to the Governing Body of the City in matters pertaining to engineering concerns and authorized the Mayor to execute the contract on behalf of the City. Motion carried. Absent: O'Bryan.

DANCE HALL LICENSE – SHOTZ – On motion of Munsell, seconded by Ketterman, the Governing Body approved the application submitted by Kyle Mullen of 5th Street Bar & Grill, LLC, dba Shotz for a new Dance Hall License for 305 North Broadway and directed the City Clerk to issue the license. Motion carried. Absent: O'Bryan.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by Ketterman, the Governing Body approved the Appropriation Ordinance for the period ending March 11th, 2014, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Gray, Ketterman, Munsell, and Murnan. Motion carried. Absent: O'Bryan

CHOICES SHELTER INFORMATION – Following a presentation by Becky Gray, Director of Research, Planning, and Grants Development, of SEK-CAP, Inc., regarding the vision and goals for homeless services in Pittsburg, including an update regarding the CHOICES shelter operations, and the presentation of a shelter Sustainability Plan, on motion of Ketterman, seconded by Murnan, the Governing Body approved Ms. Gray's request for the City to submit an additional funding request in the amount of \$59,595 to Kansas Housing Resource Corporation (KHRC) on SEK-CAP's behalf to be used toward shelter operations. Motion carried. Absent: O'Bryan.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 11th, 2014

ORDINANCE NO. G-1199 – On motion of Gray, seconded by Ketterman, the Governing Body approved Ordinance No. G-1199, amending Sections 18-414, 18-415, 18-416, 18-417, 18-420, 18-421, 18-422, and 18-423 of the Pittsburg City Code to establish a Building Trades Review Board and amend qualification standards for trades licensing to comply with current State trades licensing requirements, on first and only reading. Motion carried. Absent: O'Bryan.

BUILDING TRADE REVIEW BOARD APPOINTMENTS – On motion of Gray, seconded by Ketterman, the Governing Body appointed the five members of the current Building Code Board of Appeals, along with Shannon Nicklaus and Bob Norris to first three-year terms as members of the newly created Building Trade Review Board, effective immediately and to expire on December 31, 2016. Motion carried. Absent: O'Bryan.

WESTAR ENERGY ELECTRIC SERVICE AGREEMENTS – On motion of Munsell, seconded by Gray, the Governing Body tabled consideration of the Agreements for Electric Service between Kansas Gas and Electric Company dba Westar Energy, Inc. and the City of Pittsburg for Generation Substitution Services at the East 4th Street Lift Station, Southeast Lift Station and Fire Station #1, to allow staff time to answer questions Commissioners have regarding the Agreements. Motion carried. Absent: O'Bryan.

Commissioner Munsell asked staff to determine the diesel cost to the City to run the generators in order to determine the savings to be realized by the City through the agreements.

PLAT - MT. CARMEL PLACE 2nd ADDITION – On motion of Murnan, seconded by Munsell, the Governing approved the recommendation of the Planning and Zoning Commission to approve the final plat of Mt. Carmel Place 2nd Addition (being a Replat of lots 3 thru 6 and Lot 9 of the Mt. Carmel Place 2nd Addition to Pittsburg) located in the 100 Block of Mt. Carmel Place, and authorized the Mayor and City Clerk to sign the plat on behalf of the City. Motion carried. Absent: O'Bryan.

NON-AGENDA REPORTS & REQUESTS –

BI-MONTHLY BUDGET REPORT – The Bi-Monthly Budget Report will be presented at the March 25th, 2014, City Commission Meeting.

LEAGUE OF KANSAS MUNICIPALITIES SEMINAR – City Manager Daron Hall announced that the League of Kansas Municipalities will host a Municipal Finance Seminar in Pittsburg on Saturday, March 22nd, 2014, at Fire Station No. 1.

ADVERTISEMENT DISTRIBUTION - City Manager Hall reported that he visited with the Morning Sun regarding the distribution of advertisements (the Sunday Shopper) to non-newspaper subscribers. The Morning Sun maintains a "do not throw" list. To be added to that list, citizens should contact the newspaper.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 11th, 2014

NO-PARKING - City Manager Hall noted that an Ordinance regarding the designation of a no-parking zone for Domino's Pizza will be on the March 25th, 2014, City Commission meeting agenda.

ADJOURNMENT: On motion of Murnan, seconded by Gray, the Governing Body adjourned the meeting at 6:14 p.m. Motion carried.

Michael E. Gray, Mayor

ATTEST:

Tammy Nagel, City Clerk



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Chamber President/
Economic Development Director

DATE: March 17, 2014

SUBJECT: March 25, 2014 Agenda Item
CP Communications/SEK Recycling loan forgiveness

On August 20, 2012, the City of Pittsburg entered into a \$23,980 forgivable loan agreement with C.P. Communications, LLC, to help with construction of a new facility at 2400 North Broadway. In return, C.P. Communications agreed to invest at least \$680,000 of its own funds in the project.

The Economic Development Advisory Committee (EDAC) has verified that C.P. Communications has exceeded these expectations and has recommended that the 2013 loan payment of \$12,532.21 be forgiven.

Also, on October 29, 2009, the City of Pittsburg provided a \$60,000 loan to Southeast Kansas Recycling Center, Inc. to help with various improvements to the organization's facility at 615 South Joplin Street.

Additionally, the City agreed to forgive half of each year's loan payment (\$6,000) by 50% if Southeast Kansas Recycling continued to operate a household hazardous waste facility in Pittsburg each subsequent year over the ten-year life of the loan.

The EDAC has confirmed that Southeast Kansas Recycling continued this function in 2012 and 2013, thereby achieving the threshold for 50% forgiveness. As a result, the EDAC has recommended that the 2012 and 2013 loan payments of \$3,000 each be forgiven. The City Commission earlier addressed a one-year extension on the repayable portion of the loan.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 25, 2014. Action being requested is the approval or denial of the loan forgiveness recommendations and, if approved, authorize the Mayor to sign the appropriate documents.



DEPARTMENT OF PUBLIC WORKS

201 W. 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: March 17, 2014

SUBJECT: Agenda Item – March 25, 2014
KDOT Airport Modernization Agreement

The City of Pittsburg has received a grant from the KDOT Aviation Division to remove trees from the approach area at the north end of Runway 16. The scope of work includes the clearing, grubbing and removal of the trees within this area. At least two years ago, it was necessary for City staff to top several of the trees in this area to meet the clear zone for the runway approach area. The grant is a 90%/10% grant. The limits of the grant include preliminary engineering, construction and construction engineering.

Attached you will find the Airport Modernization Agreement, which needs to be approved and submitted back to KDOT. It is anticipated that the cost of this project will be \$110,000 with the City's portion being approximately \$11,000. The City's portion of this project will come from the Airport Operating Budget.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 25th, 2014. Action being requested is approval of the Agreement and, if approved, authorize the Mayor to sign the agreement on behalf of the City.

Attachment: Airport Modernization Agreement

AIRPORT MODERNIZATION AGREEMENT

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

RECITALS:

- A. The Sponsor has applied for and the Secretary has approved an Airport Geometric Improvement Project to: **Remove Trees in Approach Area** for the Pittsburg-Atkinson Municipal Airport.
- B. The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State’s General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C. The Secretary and the Sponsor are empowered by the laws of Kansas to enter into agreements for the construction, planning and maintenance of the airport.
- D. The Secretary and the Sponsor desire to enter into this Agreement to participate in the cost of the Project by use of State funds.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following 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. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or pavement; any drainage, dredging, excavation, grading or similar work upon real property.
3. **“Construction Contingency Items”** means unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
4. **“Construction Engineering”** means inspection services material testing, engineering consultation and other reengineering activities required during Construction of the Project.
5. **“Contractor”** means the entity awarded the Construction contract for the Project by the Sponsor, and any subcontractors working for the Contractor or the Sponsor with respect to the Project.

6. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement and as approved by FAA.
7. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
8. **“FAA”** means the Federal Aviation Administration, a federal agency of the United States.
9. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 et seq., Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 et seq., Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 et seq., Hazardous Waste.
10. **“KAIP”** means the Kansas Airport Improvement Program, administered by KDOT’s Division of Aviation.
11. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
12. **“Letting” or “Let”** means the process of receiving bids prior to an award of a Construction contract for any portion of the Project.
13. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.
14. **“Participating Costs”** means expenditures for items or services which are an integral part of the Project, as reasonably determined by the Secretary.
15. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Sponsor.
16. **“Project”** means all phases and aspects of the endeavor to be undertaken by the Sponsor, being as follows: **Remove Trees in Approach Area**, and is the subject of this Agreement.
17. **“Project Limits”** means that area of the Project, including all areas between and within the Right of Way boundaries as shown on the final Design Plans.

18. **“Right of Way”** means the real property and interests therein necessary for construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the final Design Plans.
19. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
20. **“Sponsor”** means the City of Pittsburg, Kansas, with its place of business at PO Box 688, Pittsburg, Kansas 66762.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Payment of Costs.** In accordance with KAIP guidelines, the Secretary agrees to reimburse the Sponsor ninety percent (90%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed **\$96,489.00** for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed **\$107,210.00**. The Secretary reserves the right to retain up to five percent (5%) of the Secretary’s maximum participation until the Sponsor completes its obligations under this Agreement to the satisfaction of the Secretary.
2. **Reimbursement Payments.** The Secretary agrees to make such payment to the Sponsor as soon as reasonably possible after Construction of the Project is completed and after receipt of proper billing and certification by the Sponsor that the Project was constructed within substantial compliance of the approved Design Plans. *King LANA Day*

ARTICLE III

SPONSOR RESPONSIBILITIES:

1. **Project Administration.** The Sponsor shall be responsible for undertaking and completion of the Project. Immediately after the Project is Let, the Sponsor shall notify KDOT’s Division of Aviation to communicate the date the contract is Let, the total contract amount, and any other requested information related to the Project.
2. **Design and Specifications.** The Sponsor will prepare Design Plans if required for the Project, Let the contract, construct the Project in accordance with the final Design Plans, inspect the Construction, and administer both the Project and the payments due the Contractor, including the portion of cost borne by the Secretary. The Sponsor shall separate and list apart the Participating Cost bid items from Non-Participating Cost bid items on both the final Design Plans and the bid documents.
3. **Conformity with Federal Requirements.** Sponsor agrees to design the Project, or contract to have it designed, in conformity with the current Federal Aviation Administration (FAA) airport design standards and the rules and regulations of the FAA pertaining thereto.

4. **Submission of Design Plans to Secretary.** If requested, the Sponsor will furnish to KDOT's Division of Aviation one (1) set of final Design Plans.

5. **Performance Bond.** The Sponsor has the discretion to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

6. **Preventive Maintenance.** The Sponsor agrees to implement an airport pavement management program which assures preventive maintenance for construction, reconstruction, replacement, and maintenance for projects which utilize KAIP funds.

7. **Final Acceptance.** The Sponsor shall obtain final acceptance and certification of the Project through KDOT's Division of Aviation.

8. **Prevailing Wages.** The Sponsor will require the Contractor to pay prevailing wages. The Sponsor will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The Sponsor can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

9. **Utilities.** The Sponsor will move or adjust, or cause to be moved or adjusted all Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented. The expense of such removal or adjustment shall be borne by the owner or the Sponsor.

10. **Hazardous Waste.** The Sponsor agrees to the following with regard to Hazardous Waste:

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

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

(c) **Hazardous Waste Indemnification.** The Sponsor shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees

or costs imposed under state or federal laws arising out of or related to any act of omission by the Sponsor in undertaking cleanup or remediation for any Hazardous Waste.

- (d) **No Waiver.** By signing this Agreement the Sponsor has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project limits. The Sponsor reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project limits.

11. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the Sponsor will 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 Sponsor, the Sponsor's employees, agents, subcontractors or its consultants. The Sponsor shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

12. **Indemnification by Contractors.** The Sponsor agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the Sponsor from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the Sponsor defends a third party's claim, the Contractor shall indemnify the Secretary and the Sponsor for damages paid to the third party and all related expenses either the Secretary or the Sponsor or both incur in defending the claim.

13. **Inspection of Records.** During Project execution, representatives of the Secretary may make periodic inspection of the Project and the records of the Sponsor as may be deemed necessary or desirable. The Sponsor will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as necessary to the performance of this Agreement.

14. **Financial Obligation.** In accordance with KAIP guidelines, the Sponsor will be responsible for ten percent (10 %) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to \$107,210.00, which is the estimated total actual costs for the Project. The Sponsor agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$107,210.00 for the Project. The Sponsor shall also pay for any Non-Participating Costs incurred for the Project. The Sponsor agrees the total estimated Non-Participating Costs associated with the Project is \$0.00. The Sponsor shall separate and list apart the Participating Cost bid items (i.e., state aid eligible costs) from the Non-Participating Cost bid items in its Project accounting and on the final Design Plans and the bid documents.

15. **Audit.** The Sponsor will participate and cooperate with the Secretary in an annual audit of the Project. The Sponsor shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If

any such audits reveal payments that have been made with state funds by the Sponsor for items considered Non-Participating Costs, the Sponsor shall promptly reimburse the Secretary for such items upon notification by the Secretary.

16. **Accounting.** Upon request by the Secretary, the Sponsor will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Sponsor to any party outside of the Secretary and costs incurred by the Sponsor not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.

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

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

- a. Fiscal year the Project is to be let
- b. Project description
- c. Project scope

During construction the Sponsor shall notify the Secretary of any changes in the plans and specifications, which will require the written approval of the Secretary.

19. **Assurance Clause.** At any time that the public is not allowed access to the airport, the Sponsor agrees to reimburse the Secretary a prorated amount based on a ten (10) year useful life of the Project. This assurance clause will be valid and enforceable for ten (10) years from the date that the Project the FAA approves and authorizes final payment. This provision is only applicable to closure for non-airport purposes.

ARTICLE IV

GENERAL PROVISIONS:

1. **Project Limits.** It is mutually agreed the Project will be constructed within the limits of Pittsburg-Atkinson Municipal Airport airspace environment.

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

3. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to the Project.

4. **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.

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

6. **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.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Sponsor and their successors in office.

8. **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.

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

SPONSOR

By: _____
Name: _____
Title: _____

By: _____ (date)
KANSAS DEPARTMENT OF TRANSPORTATION
Michael S. King, Secretary of Transportation

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.

(Revised 9/29/11)

- 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: March 17, 2014

SUBJECT: Agenda Item – March 25, 2014
Proposal for Construction Engineering Services
Broadway and 20th Street Intersection Improvements
KDOT Project No. 19 U-0065-01

PEC has provided the attached Proposal for Construction Engineering Services for the above-referenced project in an amount not to exceed \$261,345.34. This proposal has been reviewed by the City Attorney for form.

The engineering estimates are based on the number of working days established by KDOT, which is 155 working days for this proposal. Any reduction or increase in the amount of time it takes to complete the project will reduce or increase these fees. KDOT's maximum participation in this project is \$800,000; therefore, all their participation will go towards construction costs. KDOT has reviewed these estimated fees for Construction Engineering and has determined that they fall within the lower limits of their guidelines. Since KDOT will not be participating in the cost for Construction Engineering, the agreement will be between PEC and the City of Pittsburg.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 25th, 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 agreement on behalf of the City.

Attachment: Agreement for Construction Engineering Services



3 March 2014

City of Pittsburg
Mr. Bill Beasley
Director of Public Works
201 West 4th Street
Pittsburg, Kansas 66762

Re: KDOT Project Number 19 U-0065-01
Proposal for Construction Engineering Services
20th & Broadway (U69B)
City of Pittsburg, Crawford County

Mr. Beasley:

This letter is written to serve as an Agreement between the City of Pittsburg (CLIENT) and Professional Engineering Consultants, P.A. (CONSULTANT) to provide construction engineering services for the referenced project.

Please find enclosed a copy of our agreement with attachments, including our scope of services, responsibilities, payment provisions, time of performance, staff qualifications, certificate of tax clearance and certification of final Indirect costs. This letter and the PEC Standard Conditions attached comprise the entire agreement between CLIENT and CONSULTANT.

Thank you for contacting us to provide professional services on the subject project. Should any questions arise or if additional information is required, please do not hesitate to call. Return receipt of an executed copy of this letter will serve as our Contract and Notice to Proceed with work.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Accepted By

By 
Bradley J. Edmundson, P.E.
Department Manager

for the City of Pittsburg

Date 03 MARCH 2014

Date: _____

attachments

cyn

PEC STANDARD CONDITIONS

1. STANDARD OF CARE: Professional Engineering Consultants, P.A., its officers, directors, employees, agents, shareholders, partners, consultants, sub-consultants, contractor, and sub-contractors (collectively "PEC") shall provide professional services to Client, its officers, directors, employees, agents, owners, members, shareholders, partners, consultants, sub-consultants, contractors, and sub-contractors, (collectively "Client") according to the agreed upon scope of services. PEC will perform the services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances at the time the services are performed, and in the same locality.

2. USE OF DOCUMENTS: Drawings, specifications, reports, programs, manuals, cost estimates, or other documents, including documents on electronic media, prepared under this Agreement are instruments of service and as such are only applicable to the subject PROJECT. Use of these documents for any other purpose without written authorization and consent of PEC is prohibited. ~~PEC shall retain ownership thereof.~~

3. INSURANCE: PEC and the Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing services pursuant to this Agreement. If the Client is a design professional, then the Client agrees to maintain Professional Liability Insurance for its negligent acts, errors, or omissions in providing services pursuant to this Agreement. If a project is Design-Build, the Client and all subcontractors providing professional design or other services (e.g., architects, engineers, inspectors) shall maintain professional or similar liability insurance for claims arising from its negligent performance of said services. Proof of insurance shall be provided, upon request, prior to commencement of said services.

4. NO GUARANTEE: PEC does not provide a warranty or guarantee, express or implied, for any portion of the scope of services including drawings, specifications, reports, programs, manuals, cost estimates, or other documents of service. PEC does not warrant or guarantee any certification of the project, including any level of LEED certification. Items of beneficial use to the Owner, whether or not included in the contract documents, shall be paid for by the Owner. The provisions of this paragraph shall apply notwithstanding any statement or language contained in any other document or agreement that might be related to the project.

5. INDEMNIFICATION/HOLD HARMLESS: PEC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client and its employees from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from PEC's negligent acts, errors, or omissions through services provided pursuant to this Agreement by PEC or anyone for whom PEC is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless PEC, its employees and subconsultants from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from the negligent acts, errors, or omissions by Client or those contractors, subcontractors, consultants, or anyone for whom Client is legally liable, and arising from the project(s) that is the subject of this agreement. PEC is not obligated to indemnify the Client in any manner whatsoever for the Clients' own negligence. If any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) result from the concurrent negligence of PEC and the Client, this indemnification shall only apply to the extent of each party's proportion of the responsibility.

6. DISPUTES: Any action or claims arising out of or related to this Agreement or the project that is the subject of this Agreement shall be

governed by Kansas law. ~~Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.~~

~~7. ASSIGNMENT OR SUBLETTING OF CONTRACT: Client shall not assign, transfer, or sublet any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement shall be binding upon the Client, its successors and assigns.~~

8. NON PAYMENT/TERMINATION OF AGREEMENT: If the Client fails to make payment for services and expenses within 30 days following receipt of an invoice, PEC may, after giving seven days written notice to the Client, without liability for delay charges, suspend services under this Agreement until PEC has been paid in full for all amounts due. Each party to this Agreement reserves the right to terminate the Agreement at any time, without cause, upon 15 days written notice and subject to payment to PEC for the value of services rendered up to the time of termination.

9. DIFFERING SITE CONDITIONS: The conditions at the site are the property of the Client/Owner regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Client and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. PEC shall not be liable for site/building conditions which could not be identified by such an investigation or exploration. Accordingly, the Owner/Client agrees to indemnify, including all costs and attorney fees, and hold PEC harmless from all claims for Differing Site Conditions, provided PEC performs the services specified in the Contract in a manner reasonably conforming to the terms of the Contract and to the Standard of Care.

10. EXTRA WORK: Services not specified in the Scope of Services set forth in this Agreement or due to regulatory changes shall be considered "extra work". No "extra work" will be performed without additional compensation per a supplemental agreement.

11. FORCE MAJEURE: The Client shall not hold PEC responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of PEC, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.

12. AGREEMENT SOLELY FOR PARTIES' BENEFIT: This agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties.

13. LIMITATION OF LIABILITY: ~~To the fullest extent permitted by law, PEC's total liability to Client is limited to the greater of \$50,000 or two times PEC's fee, for any and all damages or expenses arising out of this Agreement from any cause(s) or under any theory of liability.~~ In no event shall PEC be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or its subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

October 2009

Project No. 19 U 0065-01
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 ___ does X 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.

Revised 7/16/91

- (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.
- (6) Designate a Field Engineer (Metro Engineer, Field Engineering Administrator and/or Area Engineer). The Field Engineer will delegate to a construction office

Revised 7/16/91

the overseeing of the Project where a Construction Engineer/Construction Coordinator will be assigned to monitor and coordinate all Project related activity to assure compliance with applicable Federal and State requirements of services performed under this Agreement and all construction activities performed under the Contract Documents.

(7) Provide, through the Field Engineer and the District staff, such assistance and guidance to the CONSULTANT as may be reasonably necessary to perform and complete the Agreement in conformance with standard construction engineering practices of the KDOT.

B. The KDOT reserves the right to assign and charge to the Project such KDOT personnel as may be needed.

6. The CONSULTANT has been advised by the LPA that the anticipated services to be performed will start in 2014 and be completed by 2014 with the estimated number of contractor working days 155.

7. The CONSULTANT will save the LPA and SECRETARY and their authorized representatives harmless from costs, liabilities, expenses, suits, judgments and damages to persons or property caused by the CONSULTANT, its agents, employees or subcontractors, which may result from negligent acts, errors, mistakes or omissions from the CONSULTANT's operation in connection with the services to be performed hereunder.

8. The CONSULTANT will make all documents and accounting records pertaining to the cost of the services for the Project available at the CONSULTANT's office to representatives of the LPA, SECRETARY, FHWA or any authorized representative of the Federal Government for audit for a period of three (3) years after the date of final payment.

9. The CONSULTANT will comply with all federal, state and local laws and ordinances applicable to the services to be performed.

10. The cost plus net fee total cost proposal proposed by the CONSULTANT for the performance of services is supported on "Exhibit A". The CONSULTANT will request reimbursement of actual costs in conformity with approved FHWA cost principals and not to exceed the upper limit of compensation. The fees proposed are as follows:

A. A Net Fee amount of \$ 22,795.38.

B. The upper limit of compensation, Total Cost plus Net Fee, for services detailed in this proposal shall be \$ 261,345.34.

C. Other none

11. The CONSULTANT will provide engineering services outside those set forth above, or for changes in criteria. Any payments authorized under this paragraph must be approved by the SECRETARY in a supplemental agreement.

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 02/11/19) 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 J. Stephen Lorson,
whose Certification Number is 1120 (expiration date is 02/11/19) 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.

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

03 MARCH 2014

Date

KDOT Project No. 19 U-0065-01
City of Pittsburg **Crawford County, Kansas**
Pittsburg: 20th & Broadway (U69B)
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	13		46.00		598.00
Daily Contract Documents	b. Project Engineer	39		44.00		1,716.00
Daily CMS Work	c. Lead Inspector	1560	585	26.00	39.00	63,375.00
	d. Inspector #2	78	20	23.00	34.50	2,484.00
	e. Technician #1	156	39	21.00	31.50	4,504.50
				Subtotal		<u>\$72,677.50</u>
2. Office Review	a. Project Manager	3		46.00		138.00
	b. Project Engineer	3		44.00		132.00
	c. Lead Inspector	16		26.00		416.00
				Subtotal		<u>\$686.00</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		26.00		5,200.00
	d. Inspector #2	16		23.00		368.00
				Subtotal		<u>\$6,288.00</u>
				Total Direct Payroll Costs		<u>\$79,651.50</u>

SUMMARY OF TOTAL DIRECT PAYROLL COSTS

a. Project Manager	24		46.00		1,104.00
b. Project Engineer	50		44.00		2,200.00
c. Lead Inspector	1776	585	26.00	39.00	68,991.00
d. Inspector #2	94	20	23.00	34.50	2,852.00
e. Technician #1	156	39	21.00	31.50	4,504.50
				Total Direct Payroll Costs	<u>\$79,651.50</u>

B. Salary and Related General Overhead	1.48860	=	\$118,569.22
C. Total Payroll and Overhead (A + B)		=	\$198,220.72
D. Net Fee		=	\$22,795.38
E. Total Direct Payroll + Overhead + Net Fee		=	\$221,016.10

F. Other Direct Costs:

Mileage	\$	10,516.24
Per Diem	\$	7,875.00
Motel (at Cost)	\$	15,470.00
Cell Phone (at Cost)	\$	600.00
Testing	\$	5,868.00
Subtotal		<u>\$40,329.24</u>

TOTAL OTHER DIRECT EXPENSES

\$40,329.24

Total Cost + Net Fee = \$261,345.34

ENGINEERING FEE ESTIMATE

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ENGINEERS

WICHITA, KANSAS

Pittsburg: 20th & Broadway (U69B)

KDOT Project No. 19 U-0065-01

City of Pittsburg Crawford County, Kansas

B. 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	39.0	17,160
D. INSPECTOR #2	5	110	5	120	2.0	240
E. TECHNICIAN #1	165	11	165	341	4.0	1,364
					46	18,779

1 MILEAGE (CONTINUED)	18,779 MILES @	\$	0.56 PER MILE		= \$ 10,516.24
2 PER DIEM	225 DAYS @	\$	35.00 PER DAY		= \$ 7,875.00
3 MOTEL (AT COST)	182 DAYS @	\$	85.00 PER DAY		= \$ 15,470.00
4 CELL PHONE (AT COST)	12 MO. @	\$	50.00 PER MO.		= \$ 600.00
5 LABORATORY MATERIALS TESTING	SEE ATTACHED SHEET FOR VARIOUS TESTS AND UNIT PRICES OTHERS NOT LISTED CAN BE PROVIDED ON REQUEST				\$ 5,868.00

ESTIMATED TOTAL OF DIRECT EXPENSES:

\$ 40,329.24

ENGINEERING FEE ESTIMATE

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

Pittsburg: 20th & Broadway (U69B)
 KDOT Project No. 19 U-0065-01
 City of Pittsburg Crawford County, Kansas

1 MOISTURE-DENSITY CURVES (ASTM D-698/1557)	4 EACH @	\$	130.00 PER EACH	= \$ 520.00
2 TROXLER DENSITY GAUGE EQUIPMENT	32 DAYS @	\$	60.00 PER DAY	= \$ 1,920.00
3 ATTERBERG LIMITS (ASTM D-4318)	4 EACH @	\$	70.00 PER EACH	= \$ 280.00
4 MOISTURE CONTENT (ASTM D-2216 / microwave)	18 EACH @	\$	20.00 PER EACH	= \$ 360.00
5 MARSHALL PROPERTIES	0 SLUG @	\$	35.00 PER SLUG	= \$ -
6 COLD FEED GRADATION	6 EACH @	\$	50.00 PER EACH	= \$ 300.00
7 COMPRESSION TESTS OF CYLINDERS, ASTM C-39	28 EACH @	\$	21.00 PER EACH	= \$ 588.00
8 P.C. CONCRETE FIELD TESTING EQUIPMENT	24 DAYS @	\$	25.00 PER DAY	= \$ 600.00
9 AGGREGATE SIEVE ANALYSIS (WASHED)	20 EACH @	\$	45.00 PER EACH	= \$ 900.00
10 CORE DENSITY / THICKNESS MEASUREMENT	16 EACH @	\$	25.00 PER EACH	= \$ 400.00

OTHERS NOT LISTED CAN BE PROVIDED ON REQUEST

ESTIMATED TOTAL OF DIRECT EXPENSES:

\$ 5,868.00

Certification of Final Indirect Costs

Firm Name: Professional Engineering Consultants, P.A.

Indirect Cost Rate Proposal: 1.4886 (MOST CURRENT AUDITED OH ^{FC} 2012)

Date of Proposal Preparation (mm/dd/yyyy): 03/03/2014

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): 03/03/2014



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	_____	_____	_____



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

INTEROFFICE MEMORANDUM

To: Pittsburg City Commissioners
City Manager Daron Hall

From: Chief Mendy Hulvey

CC:

Date: Tuesday, March 18, 2014

Subject: Acquiring a New Police Service Dog

Due to the aging process, and in anticipation of the retirement of our current police service dog, "Brodie," the police department is requesting authorization to purchase a narcotics trained Dutch Shepard K9 from Flint Hills K9 Training Center, Emporia, Kansas, for the sum of \$5,500.

Our current K9 handler, Officer Joe Noga, has been in contact with the handler/trainer, Mr. Cory Doudican of Flint Hills, for several months in preparation of taking possession of this police service dog. Once purchased, Officer Noga will spend approximately one week training and acclimating to the dog. Officer Noga will continue maintenance training with the dog until the Kansas Highway Patrol's next certification process. Once certified, the new service dog will work with "Brodie" as we slowly began to remove "Brodie" from the day to day rigors of patrol work.

Once retired, K9 "Brodie" will remain in the possession of Officer Joe Noga and his family. As you might imagine, K9 "Brodie" has become an important part of the Noga family and will be ready to begin his new role as "family pet" upon retirement.

Attached you will find the standard contract and warranty associated with the purchase of a police service dog. The purchase will be funded utilizing Public Safety Sales Tax revenues.

Please don't hesitate to contact me should you have any questions or concerns.



Flint Hills K9 Training Center

Cory and Brenda Doudican

1335 Rd. K

Emporia, Ks

620-794-6752

Buyer/Seller Contract

Seller- Flint Hills K9 Training Center

Buyer- **Pittsburg Police Department**

Dog: Athos (Dutch Shepherd)

Price: **\$5,500**

The seller, **FHK9TC**, has agreed to sell the above dog Athos to the Buyer, Pittsburg Police Dept. as a trained narcotics dog for the price of **\$5,500**. PSD Athos will be ready for training with the department's handler beginning March 24th, 2014. PSD Athos is current on vaccinations and will be current when the K9 leaves for duty. PSD Athos will have preliminary x-rays of his hips to show no genetic issues found (vet info to be provided to the buyer). All expenses accrued and veterinarian work done from the time of buyer pick up will be at the expense of the buyer. The Buyer agrees to have the monetary portion paid upon pick up of the K9. The K9 will not leave FHK9TC until the bill has been paid. The buyer agrees to keep PSD Athos vaccinations current and the dog in good health. FHK9TC health, performance, and in service training apply (see previous page).

Seller----Cory Doudican / FHK9TC

Date

Buyer----

Date

Flint Hills K9 Training Center

1335 Rd K

Emporia Ks 66801

620-794-6752



Buyer / Seller contract

1 Year Health Guarantee

Flint Hills K9 Training Center will unconditionally guarantee that the dogs will pass the physical health standards as set forth by the purchasing department. FHK9TC will guarantee replacement for any congenital health defect that limits the ability of the canine to perform its duties, according to the purchasing department's veterinarian for a period not to exceed 1 year from date of delivery. Buyer has 30 days from purchase for a veterinarian exam of blood work and testing if they so desire. FHK9TC reserves the right to have x-rays and or medical tests done of the K9 at their cost for a second opinion if hips/health issues are in question. Health records and hip x-rays will be provided with each dog.

Performance Guarantee

Your PSD (police service dog) is **100% guaranteed** suitable for police work. The K9 provided to the purchasing department will meet the expectations of the department in terms of temperament and working ability, provided that the K9 team completes the handler's course, and in addition the handler of the K9 keeps proper documentation of maintenance training and deployment usage. Further the K9 team shall attend and document in-service training either with FHK9TC, a nationally recognized organization, or "in house" with another certified police dog trainer who is a certified full time police officer working for a police department, sheriff's office, or federal law enforcement agency (and not a private trainer in competition with FHK9TC). Should the team not meet the expectations of the department after a suitable opportunity for remediation, the K9 shall be replaced at the mutual convenience of the purchasing agency and FHK9TC, allowing for suitable time to procure and train a replacement K9.

Price of K9

See previous pages

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	3/07/2014			172431		
C-CHECK	VOID CHECK	V	3/07/2014			172447		
C-CHECK	VOID CHECK	V	3/07/2014			172448		
C-CHECK	VOID CHECK	V	3/14/2014			172453		
C-CHECK	VOID CHECK	V	3/14/2014			172454		
C-CHECK	VOID CHECK	V	3/14/2014			172466		
C-CHECK	VOID CHECK	V	3/14/2014			172467		
C-CHECK	VOID CHECK	V	3/14/2014			172468		
C-CHECK	VOID CHECK	V	3/14/2014			172470		
C-CHECK	VOID CHECK	V	3/14/2014			172471		
C-CHECK	VOID CHECK	V	3/14/2014			172472		

* * 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:	11	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
		11	0.00	0.00	0.00
BANK: *	TOTALS:	11	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	CHALLA DE ROJAS, ALEJANDRA	R	3/07/2014			172429		100.00
4263	COX COMMUNICATIONS KANSAS LLC	R	3/07/2014			172430		1,488.53
0497	CRAWFORD COUNTY DISTRICT COURT	R	3/07/2014			172432		36.00
0497	CRAWFORD COUNTY DISTRICT COURT	R	3/07/2014			172433		36.00
7147	DETCO INDUSTRIES, INC	R	3/07/2014			172434		373.71
1	GRIMES, PAUL	R	3/07/2014			172435		10,000.00
1	HULA, JAN	R	3/07/2014			172436		36.67
5280	KANSAS BOARD OF TAX APPEALS	R	3/07/2014			172437		400.00
6196	KANSAS MUNICIPAL JUDGES ASSOCI	R	3/07/2014			172438		25.00
7146	QUADMED, INC	R	3/07/2014			172439		181.84
1	QUINTEROS, RIQ	R	3/07/2014			172440		258.50
7000	JACOB REAGAN	R	3/07/2014			172441		95.00
7111	RLI	R	3/07/2014			172442		100.00
1	ROBINSON, SHON	R	3/07/2014			172443		60.00
1	ST MARY'S COLGAN BOOSTER CLUB	R	3/07/2014			172444		500.00
6699	US TREASURY	R	3/07/2014			172445		868.00
5589	VERIZON WIRELESS SERVICES, LLC	R	3/07/2014			172446		1,364.79
1108	WESTAR ENERGY	R	3/07/2014			172449		38.84
5941	WILDCAT EXTENSION DISTRICT - C	R	3/07/2014			172450		785.00
1	ARMA FIRE DEPARTMENT	R	3/14/2014			172451		175.00
0523	AT&T	R	3/14/2014			172452		3,703.35
1	BELTRAN, DANIEL	R	3/14/2014			172455		125.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0909	BLUETARP FINANCIAL INC	R	3/14/2014			172456		39.99
3516	CITY OF PITTSBURG	R	3/14/2014			172457		200.00
0020	FRANK FLETCHER, LLC	R	3/14/2014			172458		429.92
5280	KANSAS BOARD OF TAX APPEALS	R	3/14/2014			172459		400.00
6817	LYNN JENKINS OFFICE SUPPLY ACC	R	3/14/2014			172460		9.00
6922	ROBERT D MCDANIEL	R	3/14/2014			172461		3,412.50
0397	PITTSBURG POLICE DEPT	R	3/14/2014			172462		180.08
5360	SAFEHOUSE CRISIS CENTER INC	R	3/14/2014			172463		500.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	3/14/2014			172464		88.25
5589	VERIZON WIRELESS SERVICES, LLC	R	3/14/2014			172465		5,547.37
1108	WESTAR ENERGY	R	3/14/2014			172469		96,504.93
5371	PITTSBURG FAMILY YMCA	R	3/14/2014			172473		121.14
4263	COX COMMUNICATIONS KANSAS LLC	R	3/14/2014			172481		161.84
6154	4 STATE MAINTENANCE SUPPLY INC	R	3/18/2014			172486		746.67
2876	A-PLUS CLEANERS & LAUNDRY	R	3/18/2014			172487		622.00
2004	AIRE-MASTER OF AMERICA, INC.	R	3/18/2014			172488		15.91
5966	BOBCAT OF SPRINGFIELD, INC	R	3/18/2014			172489		168.59
5759	COMMUNITY HEALTH CENTER OF SEK	R	3/18/2014			172490		106.00
0021	CUES	R	3/18/2014			172491		2,242.03
0699	DRIVERS LICENSE GUIDE CO	R	3/18/2014			172492		29.95
2519	EAGLE BEVERAGE CO INC	R	3/18/2014			172493		138.40
0118	FED EX	R	3/18/2014			172494		35.09

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4896	THE FORT SCOTT TRIBUNE	R	3/18/2014			172495		121.60
6860	GNEIL	R	3/18/2014			172496		67.99
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	3/18/2014			172497		168.06
6656	KNIPP EQUIPMENT INC	R	3/18/2014			172498		612.00
6682	MID-STATES FITNESS REPAIR	R	3/18/2014			172499		160.00
4644	MIDWAY FORD TRUCK CENTER, INC.	R	3/18/2014			172500		48.26
6948	RANGE SERVANT AMERICA, INC	R	3/18/2014			172501		111.81
6806	RED MUNICIPAL & INDUSTRIAL EQU	R	3/18/2014			172502		133.20
6957	U.S. BANK	R	3/18/2014			172503		290.45
7053	U.S. PEROXIDE, LLC	R	3/18/2014			172504		17,816.00
0011	AMERICAN ELECTRIC INC	E	3/12/2014			999999		1,557.26
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	3/12/2014			999999		25.00
0046	ETTINGERS OFFICE SUPPLY	E	3/12/2014			999999		1,025.15
0055	JOHN'S SPORT CENTER	E	3/12/2014			999999		3,631.72
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	3/12/2014			999999		804.00
0063	LOCKE WHOLESALE SUPPLY	E	3/12/2014			999999		220.75
0068	BROOKS PLUMBING LLC	E	3/12/2014			999999		248.00
0078	SUPERIOR LINEN SERVICE	E	3/12/2014			999999		270.96
0087	FORMS ONE	E	3/12/2014			999999		332.60
0088	D & H LEASING INC	E	3/12/2014			999999		12.49
0101	BUG-A-WAY INC	E	3/12/2014			999999		10.00
0105	PITTSBURG AUTOMOTIVE INC	E	3/12/2014			999999		2,856.29

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0112	MARRONES INC	E	3/12/2014			999999		37.60
0116	DANIEL E BRADEN	E	3/12/2014			999999		501.40
0117	THE MORNING SUN	E	3/12/2014			999999		335.76
0135	PITTSBURG AREA CHAMBER OF COMM	E	3/12/2014			999999		36.00
0145	BROADWAY LUMBER COMPANY, INC.	E	3/12/2014			999999		954.82
0146	CHAPMAN'S LOCKSMITHING	E	3/12/2014			999999		20.00
0154	BLUE CROSS & BLUE SHIELD	D	3/07/2014			999999		46,635.11
0154	BLUE CROSS & BLUE SHIELD	D	3/14/2014			999999		26,392.75
0163	O'REILLY AUTOMOTIVE INC	E	3/12/2014			999999		169.91
0194	KANSAS STATE TREASURER	E	3/12/2014			999999		5,976.50
0196	SPRING RIVER MENTAL HEALTH & W	E	3/12/2014			999999		25.00
0199	KIRKLAND WELDING SUPPLIES	E	3/12/2014			999999		27.60
0200	SHERWIN WILLIAMS COMPANY	E	3/12/2014			999999		764.39
0207	PEPSI-COLA BOTTLING CO OF PITT	E	3/12/2014			999999		1,112.80
0224	KDOR	D	3/07/2014			999999		849.23
0224	KDOR	D	3/11/2014			999999		5,396.87
0272	BO'S 1 STOP INC	E	3/12/2014			999999		1,767.14
0276	JOE SMITH COMPANY, INC.	E	3/12/2014			999999		223.83
0289	TITLEIST	E	3/12/2014			999999		2,231.00
0292	UNIFIRST CORPORATION	E	3/12/2014			999999		107.60
0294	COPY PRODUCTS, INC.	E	3/12/2014			999999		1,380.00
0300	PITTSBURG FORD-MERCURY, INC.	E	3/12/2014			999999		1,546.03

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0306	CASTAGNO OIL CO INC	E	3/12/2014			999999		94.95
0321	KP&F	D	3/14/2014			999999		38,932.83
0337	CROSS-MIDWEST TIRE	E	3/12/2014			999999		42.00
0339	GENERAL MACHINERY	E	3/12/2014			999999		2,211.11
0375	CONVENIENT WATER COMPANY	E	3/12/2014			999999		89.95
0525	3M	E	3/12/2014			999999		774.00
0534	TYLER TECHNOLOGIES INC	E	3/12/2014			999999		390.00
0583	DICKINSON INDUSTRIES INC	E	3/12/2014			999999		200.00
0589	BERRY TRACTOR & EQUIPMENT	E	3/12/2014			999999		1,769.96
0728	ICMA	D	3/14/2014			999999		948.93
0823	TOUCHTON ELECTRIC INC	E	3/12/2014			999999		60.00
0843	LAB SAFETY SUPPLY INC	E	3/12/2014			999999		62.40
0844	HY-FLO EQUIPMENT CO	E	3/12/2014			999999		750.78
1050	KPERS	D	3/14/2014			999999		33,613.21
1141	THE G W VAN KEPPEL COMPANY	E	3/12/2014			999999		82.25
1199	SCURLOCK INDUSTRIES CORP	E	3/12/2014			999999		2,580.00
1327	KBI	E	3/12/2014			999999		800.00
1478	KANSASLAND TIRE OF PITTSBURG	E	3/12/2014			999999		1,154.09
1490	ESTHERMAE TALENT	E	3/12/2014			999999		25.00
1766	ASSOCIATION OF GOVERNMENT ACC	E	3/12/2014			999999		90.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	3/12/2014			999999		404.45
2111	DELL MARKETING L.P.	E	3/12/2014			999999		8,573.42

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2582	DLT SOLUTIONS, INC.	E	3/12/2014			999999		5,491.20
2707	THE LAWNSCAPE COMPANY, INC.	E	3/12/2014			999999		1,069.25
2825	KANSAS DEPT OF ADMINISTRATION	E	3/12/2014			999999		623.22
2960	PACE ANALYTICAL SERVICES INC	E	3/12/2014			999999		1,985.00
3079	COMMERCE BANK	D	3/10/2014			999999		26,424.08
3248	AIRGAS USA LLC	E	3/12/2014			999999		2,610.54
3571	LARRY'S DIESEL REPAIR LLC	E	3/12/2014			999999		225.00
3802	BRENNTAG MID-SOUTH INC	E	3/12/2014			999999		6,345.00
3971	FASTENAL COMPANY	E	3/12/2014			999999		516.81
3972	WASHINGTON ELECTRONICS INC	E	3/12/2014			999999		325.00
4133	T.H. ROGERS HOMECENTER	E	3/12/2014			999999		136.76
4307	HENRY KRAFT, INC.	E	3/12/2014			999999		92.48
4354	LIFESTYLE LEASING INC	E	3/12/2014			999999		1,200.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	3/12/2014			999999		178.01
4452	RYAN INSURANCE	E	3/12/2014			999999		93.00
4618	TRESA NOYES	E	3/12/2014			999999		1,852.00
4638	SOUND PRODUCTS	E	3/12/2014			999999		47.74
5185	FERGUSON ENTERPRISES INC	E	3/12/2014			999999		10,250.44
5267	SOFTWARE HOUSE INTERNATIONAL,	E	3/12/2014			999999		24,184.00
5275	US LIME COMPANY-ST CLAIR	E	3/12/2014			999999		3,969.92
5420	AQUIONICS INC	E	3/12/2014			999999		811.03
5552	NATIONAL SIGN CO INC	E	3/12/2014			999999		100.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5640	CORRECT CARE SOLUTIONS LLC	E	3/12/2014			999999		35.00
5668	COUNTRYSIDE ANIMAL HOSPITAL OF	E	3/12/2014			999999		168.25
5731	THUNDERBAY LLC	E	3/12/2014			999999		500.00
5791	HOSPITAL DISTRICT #1 OF CRAWFO	E	3/12/2014			999999		249.02
5855	SHRED-IT USA INC	E	3/12/2014			999999		79.63
5904	TASC	D	3/14/2014			999999		7,556.26
6117	ALEXANDER OPEN SYSTEMS, INC	E	3/12/2014			999999		2,001.83
6175	HENRY C MENGHINI	E	3/12/2014			999999		1,785.00
6415	ING FINANCIAL ADVISORS	D	3/14/2014			999999		4,125.00
6558	VERMONT SYSTEMS INC	E	3/12/2014			999999		200.00
6952	ADP INC	D	3/07/2014			999999		593.13
7105	NEPTUNE CHEMICAL PUMP CO, INC	E	3/12/2014			999999		20.00
7132	DLD ENTERPRISES	E	3/12/2014			999999		34.45
7138	OMECORP, LLC	E	3/12/2014			999999		214.85

** T O T A L S **	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	54	151,980.26	0.00	151,980.26
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	11	191,467.40	0.00	191,467.40
EFT:	81	115,805.51	45.12CR	115,760.39
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		146	459,253.17	45.12CR	459,208.05
BANK: 80144	TOTALS:	146	459,253.17	45.12CR	459,208.05

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0011	AMERICAN ELECTRIC INC	E	3/10/2014			999999		105.00
0011	AMERICAN ELECTRIC INC	E	3/17/2014			999999		291.62
0046	ETTINGERS OFFICE SUPPLY	E	3/10/2014			999999		39.99
0063	LOCKE WHOLESALE SUPPLY	E	3/10/2014			999999		28.55
0105	PITTSBURG AUTOMOTIVE INC	E	3/17/2014			999999		365.70
0577	KANSAS GAS SERVICE	E	3/17/2014			999999		39,793.50
0753	CRAWFORD COUNTY MENTAL HEALTH	E	3/17/2014			999999		10,830.74
0754	PSU SUBSTANCE ABUSE	E	3/17/2014			999999		3,000.00
0969	SEK-CAP INC	E	3/10/2014			999999		90,965.32
1299	STRUHEL ELECTRIC INC	E	3/10/2014			999999		24,453.15
1299	STRUHEL ELECTRIC INC	E	3/17/2014			999999		44,942.54
1478	KANSASLAND TIRE OF PITTSBURG	E	3/17/2014			999999		110.76
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	3/17/2014			999999		882.60
2352	DONNA PASHIA	E	3/17/2014			999999		971.83
2921	DP2 BILLING SOLUTIONS, LLC	E	3/17/2014			999999		5,703.96
4059	PSU - PRINTING & DESIGN SERVI	E	3/10/2014			999999		971.92
5195	FERN AND ANGERMAYER LLC	E	3/10/2014			999999		600.00
5482	JUSTIN HART	E	3/10/2014			999999		59.99
5552	NATIONAL SIGN CO INC	E	3/17/2014			999999		236.53
6165	POLSTON CONSTRUCTION INC	E	3/10/2014			999999		74,639.34
6192	KATHLEEN CERNE	E	3/10/2014			999999		600.00
6528	GALE GROUP/CENGAGE	E	3/17/2014			999999		167.13

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6630	PATRICK WALKER	E	3/10/2014			999999		49.99
6816	DEFFENBAUGH OF ARKANSAS LLC	E	3/17/2014			999999		872.00
7028	MATTHEW L. FRYE	E	3/10/2014			999999		400.00
7038	SIGNET COFFEE ROASTERS	E	3/17/2014			999999		36.00

* * 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:	26	301,118.16	0.00	301,118.16
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: EFT TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	26	301,118.16	0.00	301,118.16
BANK: EFT TOTALS:	26	301,118.16	0.00	301,118.16

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6750	HW LOCHNER, BWR DIVISION	R	3/14/2014			172474		13,511.57
2519	EAGLE BEVERAGE CO INC	R	3/18/2014			172505		177.30

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	13,688.87	0.00	13,688.87
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
			2	13,688.87	0.00	13,688.87
BANK: MAN	TOTALS:		2	13,688.87	0.00	13,688.87
REPORT TOTALS:			185	774,060.20	45.12CR	774,015.08

Passed and approved this 25th day of March, 2014.

Michael E. Gray, Mayor

ATTEST:

Tammy Nagel, City Clerk



Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jamie Clarkson, Director of Finance

DATE: March 19, 2014

SUBJECT: Agenda Item – March 25, 2014
Renewal of City Insurance Policies

Staff recommends the approval of the City of Pittsburg's property and liability insurance with the EMC Insurance Company, the Airport Liability coverage with Ace Property and Casualty Insurance Company, the P.I.D.C. building coverage with Travelers Insurance Company and the Police K9 coverage with Nason Associates. The agent of record is Ryan Insurance, Pittsburg, Kansas. These policies will be in effect from April 1, 2014 to April 1, 2015.

Ray Ryan of Ryan insurance will present an overview during a study session at 5pm prior to the regular City Commission Meeting on March 25, 2014.

The total premiums cost are \$309,878 compared to \$286,464 for 2013. This is an increase of approximately 8% most of which can be attributed to an increase in property coverage, new vehicles and an updated inland marine property schedule.

Thank you for your consideration.

cc: Tammy Nagel, City Clerk

PREMIUM COMPARISONS

COVERAGE	Expiring	Renewal	Renewal w/changes
PROPERTY	\$152,460.00	\$152,460.00	\$165,952.00
BUSINESS AUTO	\$ 40,088.00	\$ 40,659.00	\$ 46,389.00 Above includes new deductible changes to \$250 comp \$500 collision
GENERAL LIABILITY	\$ 29,146.00	\$ 31,536.00	
CRIME	\$ 799.00	\$ 928.00	
INLAND MARINE	\$ 24,886.00	\$ 27,386.00	\$ 24,791.00
LINEBACKER	\$ 11,043.00	\$ 11,367.00	
LAW ENFORCEMENT	\$ 14,107.00	\$ 14,107.00	
DATA COMPROMISE	\$ 1,219.00	\$ 1,219.00	
TOTAL	\$273,748.00	\$279,662.00	\$296,289.00

PIDC	\$ 3,746.00	\$ 4,619.00	
Animal Mortality	\$ 700.00	\$ 700.00	
Airport Liability	\$ 8,270.00	\$ 8,270.00	
	\$ 286,464.00	-\$288,632.00	\$309,878.00
		<i>\$293,251.00</i>	

Flood policy increased deductible to \$5,000 premium is \$4,231.00 paid in full.



Memorandum

TO: Daron Hall, City Manager

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

DATE: March 19, 2014

SUBJECT: March 25, 2014 Agenda Item
Joplin Regional Prosperity Initiative commitment

In 2010, the City of Pittsburg made a five-year, \$100,000 commitment to the Joplin Regional Prosperity Initiative (JRPI). This commitment was to be fulfilled through five annual payments of \$20,000 per year.

JRPI has requested payment on the final year of the original commitment in the amount of \$20,000. City staff has requested that JRPI present this request to the City Commission and also provide information on JRPI's activities and initiatives.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 25, 2014. Action being requested is the approval or denial of the final year of the original JRPI commitment and, if approved, authorize the Mayor to sign the appropriate documents.



DEPARTMENT OF PUBLIC WORKS

201 W. 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: March 18, 2014

SUBJECT: Agenda Item – March 25, 2014
Westar Energy Electrical Services Agreements
Generation Substitution Services

At the last City Commission meeting, the staff had placed on the agenda three agreements from Westar Energy for a program called Generation Substitution Services. Through this program, the City agrees to switch to generated power during periods of time that Westar Energy is exceeding their peak demand. According to the conditions of the program, Westar Energy cannot require the customer to maintain an interruption more than eight consecutive hours for any single request. The conditions provide they will require one interruption test at least once every 12 months. In exchange for agreeing to go on generated power when needed, Westar has established a different rate schedule for customers.

There are only three City facilities that have generating equipment capable of powering the operation of the facilities. These are the East 4th Street Lift Station, the Southeast Lift Station and Fire Station #1. Westar Energy has provided the City with the attached estimate of annual savings if they agree to participate in the program. Under this program, the City would see an annual savings of \$7,787.28.

This item was TABLED at the request of the Commission at the last meeting to allow staff to provide the hourly cost to run the generators at the three facilities being considered. In addition to providing these costs, staff has also provided the replacement cost of these generators if necessary.

MEMO TO: DARON HALL
MARCH 18, 2014
PAGE TWO

They are as follows:

Facility	Hourly Cost	Replacement Cost
East 4 th Street Lift Station	\$7.20/Hour	\$23,646.00
Southeast Lift Station	\$154.80/Hour	\$42,000.00
Fire Station #1	\$10.24/Hour	\$110,000.00

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 25th, 2014. Action being requested is approval for the City to participate in this program and, if approved, authorize the Mayor to sign the agreements on behalf of the City.

Attachment: (3) Westar Energy Electrical Services Agreements
Estimate of Annual Savings

**KANSAS GAS AND ELECTRIC COMPANY
dba WESTAR ENERGY, INC.
AGREEMENT FOR ELECTRIC SERVICE**

THIS AGREEMENT is made between **KANSAS GAS AND ELECTRIC COMPANY dba WESTAR ENERGY, INC.**, hereinafter referred to as "Company", and **CITY OF PITTSBURG**, hereinafter referred to as "Customer".

WITNESSETH: That

1). Subject to all the terms and conditions of this Agreement, Company agrees to supply and Customer agrees to purchase from Company all electric energy requirements, including generation, transmission and distribution for its equipment installed or to be installed at its **sewer lift station** located at **700 E 4th St, Pittsburg, KS 66762**, upon the terms and conditions and at the rates and charges due and payable therefore pursuant to the Company's applicable Electric Rate Schedule **GSS**, and upon the terms and conditions set forth in the Company's General Terms and Conditions, all as now on file with The State Corporation Commission of The State of Kansas, or as Company's Electric Rate Schedules and General Terms and Conditions are reissued and made effective from time to time as provided by law. Such energy shall be three phase, three wire, 60 cycle alternating, current at approximately **240/480** volts.

2). Company agrees to extend and maintain its lines to the premises of Customer and to install all transformers, switches, lightning arrestors, meters, recording devices and other apparatus necessary for the purpose of delivering and measuring the energy at the point of delivery, which shall be at **the secondary meter terminals**, with customer's usage metered at **240/480** volts.

Such facilities of Company shall be sufficient to satisfy Customer's maximum capacity requirement of **75 kW**, which shall constitute the Maximum Capacity hereunder. Customer will receive and pay for not less than **38 kW**. Customer shall notify Company of any anticipated substantial increase in capacity requirement not less than ninety (90) days prior to date of such increase, and adjustment in Maximum Capacity shall be made accordingly.

3). The term of this Agreement shall be **one (1)** year from the latter of an effective date of **February 25, 2014** or the first billing date following final execution by both parties, (referred to as primary period) and then from year to year thereafter unless either party shall notify the other in writing **ninety (90) days** prior to anniversary date of its desire to terminate this Agreement.

4). The provisions of the Agreement shall not be changed except in writing duly signed by Company and Customer, however, the Agreement is subject to valid order of legally constituted regulatory bodies having jurisdiction over the Company's sites.

5). This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties here to have executed this Agreement.

CITY OF PITTSBURG

**KANSAS GAS AND ELECTRIC COMPANY
dba WESTAR ENERGY, INC.**

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

FOR COMPANY USE ONLY

Account # 4653240061

**KANSAS GAS AND ELECTRIC COMPANY
dba WESTAR ENERGY, INC.
AGREEMENT FOR ELECTRIC SERVICE**

THIS AGREEMENT is made between **KANSAS GAS AND ELECTRIC COMPANY dba WESTAR ENERGY, INC.**, hereinafter referred to as "Company", and **CITY OF PITTSBURG**, hereinafter referred to as "Customer".

WITNESSETH: That

1). Subject to all the terms and conditions of this Agreement, Company agrees to supply and Customer agrees to purchase from Company all electric energy requirements, including generation, transmission and distribution for its equipment installed or to be installed at its **fire station** located at **911 W 4th St, Pittsburg, KS 66762**, upon the terms and conditions and at the rates and charges due and payable therefore pursuant to the Company's applicable Electric Rate Schedule **GSS**, and upon the terms and conditions set forth in the Company's General Terms and Conditions, all as now on file with The State Corporation Commission of The State of Kansas, or as Company's Electric Rate Schedules and General Terms and Conditions are reissued and made effective from time to time as provided by law. Such energy shall be three phase, four wire, 60 cycle alternating, current at approximately **120/208** volts.

2). Company agrees to extend and maintain its lines to the premises of Customer and to install all transformers, switches, lightning arrestors, meters, recording devices and other apparatus necessary for the purpose of delivering and measuring the energy at the point of delivery, which shall be at **the secondary meter terminals**, with customer's usage metered at **120/280** volts.

Such facilities of Company shall be sufficient to satisfy Customer's maximum capacity requirement of **150 kW**, which shall constitute the Maximum Capacity hereunder. Customer will receive and pay for not less than **75 kW**. Customer shall notify Company of any anticipated substantial increase in capacity requirement not less than ninety (90) days prior to date of such increase, and adjustment in Maximum Capacity shall be made accordingly.

3). The term of this Agreement shall be **one (1) year** from the latter of an effective date of **February 14, 2014** or the first billing date following final execution by both parties, (referred to as primary period) and then from year to year thereafter unless either party shall notify the other in writing **ninety (90) days** prior to anniversary date of its desire to terminate this Agreement.

4). The provisions of the Agreement shall not be changed except in writing duly signed by Company and Customer, however, the Agreement is subject to valid order of legally constituted regulatory bodies having jurisdiction over the Company's sites.

5). This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties here to have executed this Agreement.

CITY OF PITTSBURG

**KANSAS GAS AND ELECTRIC COMPANY
dba WESTAR ENERGY, INC.**

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

FOR COMPANY USE ONLY

Account # 5142249326

**KANSAS GAS AND ELECTRIC COMPANY
dba WESTAR ENERGY, INC.
AGREEMENT FOR ELECTRIC SERVICE**

THIS AGREEMENT is made between **KANSAS GAS AND ELECTRIC COMPANY dba WESTAR ENERGY, INC.**, hereinafter referred to as "Company", and **CITY OF PITTSBURG**, hereinafter referred to as "Customer".

WITNESSETH: That

1). Subject to all the terms and conditions of this Agreement, Company agrees to supply and Customer agrees to purchase from Company all electric energy requirements, including generation, transmission and distribution for its equipment installed or to be installed at its **sewer lift station** located at **3295 S Rouse St, Pittsburg, KS 66762**, upon the terms and conditions and at the rates and charges due and payable therefore pursuant to the Company's applicable Electric Rate Schedule **GSS**, and upon the terms and conditions set forth in the Company's General Terms and Conditions, all as now on file with The State Corporation Commission of The State of Kansas, or as Company's Electric Rate Schedules and General Terms and Conditions are reissued and made effective from time to time as provided by law. Such energy shall be three phase, four wire, 60 cycle alternating, current at approximately **277/480** volts.

2). Company agrees to extend and maintain its lines to the premises of Customer and to install all transformers, switches, lightning arrestors, meters, recording devices and other apparatus necessary for the purpose of delivering and measuring the energy at the point of delivery, which shall be at **the secondary meter terminals**, with customer's usage metered at **277/480** volts.

Such facilities of Company shall be sufficient to satisfy Customer's maximum capacity requirement of **150 kW**, which shall constitute the Maximum Capacity hereunder. Customer will receive and pay for not less than **75 kW**. Customer shall notify Company of any anticipated substantial increase in capacity requirement not less than ninety (90) days prior to date of such increase, and adjustment in Maximum Capacity shall be made accordingly.

3). The term of this Agreement shall be **one (1)** year from the latter of an effective date of **February 14, 2014** or the first billing date following final execution by both parties, (referred to as primary period) and then from year to year thereafter unless either party shall notify the other in writing **ninety (90) days** prior to anniversary date of its desire to terminate this Agreement.

4). The provisions of the Agreement shall not be changed except in writing duly signed by Company and Customer, however, the Agreement is subject to valid order of legally constituted regulatory bodies having jurisdiction over the Company's sites.

5). This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties here to have executed this Agreement.

CITY OF PITTSBURG

**KANSAS GAS AND ELECTRIC COMPANY
dba WESTAR ENERGY, INC.**

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

FOR COMPANY USE ONLY

Account # 2226439570

City of Pittsburg, Kansas

2014 Budget Recap

As of February 28, 2014

(16.67% of Fiscal Year has passed)

Budgeted Funds	Un-Encumbered Cash Balance 1/1/2014	Revenues (1)			Expenditures			Y-T-D Net	Un-Encumbered Cash Balance 2/28/2014
		Adopted Budget 2014	Y-T-D Revenues 2/28/2014	Percent Received	Adopted Budget 2014	Y-T-D Expenses 2/28/2014	Percent Used		
General Fund	\$ 3,628,783	\$ 23,366,442	\$ 5,113,550	21.88%	\$ 23,734,601	\$ 4,255,853	17.93%	\$ 857,697	\$ 4,486,480
Public Library	55,773	766,788	378,163	49.32%	769,860	130,633	16.97%	247,531	303,303
Public Library Annuity	240,170	165	8	5.15%	-	-	0.00%	8	240,178
Special Alcohol & Drug	56,412	73,453	-	0.00%	73,453	2,351	3.20%	(2,351)	54,061
Special Parks & Recreation	-	73,453	-	0.00%	73,453	-	0.00%	-	-
Street & Highway	106,369	1,112,906	225,501	20.26%	1,220,503	238,984	19.58%	(13,484)	92,886
Street & Highway Sales Tax	296,348	944,164	162,493	17.21%	1,136,893	33,599	2.96%	128,894	425,242
Section 8 Housing	3	1,401,375	282,566	20.16%	1,401,375	222,918	15.91%	59,649	59,651
RLF Sales Tax	2,300,638	1,350,546	162,493	12.03%	544,259	204,963	37.66%	(42,471)	2,258,168
Debt Service	908,051	5,172,475	1,300,276	25.14%	5,226,842	809,903	15.50%	490,373	1,398,424
Public Utilities	1,633,862	7,625,896	1,227,129	16.09%	8,260,099	1,714,681	20.76%	(487,552)	1,146,310
Stormwater	127,499	765,541	124,895	16.31%	828,973	118,708	14.32%	6,186	133,686
Totals	\$ 9,353,908	\$ 42,653,204	\$ 8,977,074	21.05%	\$ 43,270,311	\$ 7,732,593	17.87%	\$ 1,244,482	\$ 10,598,389

Notable Items:

The 2014 adopted budget has been revised to account for the Public Safety Operations Sales Tax impact.

Section 8 Housing subsidized \$15,125 to date for 2014.

Sales Tax revenue is down .36% compared to 2013.

While Public Utility revenue is slightly down budget wise, its up 1.85% compared to 2013.

Public Utility expense is skewed due to debt payments.