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| <p>Agenda . . . . .</p> <p>Ray Ryan of Ryan Insurance will provide additional information regarding the City's recent property and liability insurance policy renewal.</p> <p style="padding-left: 40px;">Ryan Info . . . . .</p> <p>Approval of the April 22, 2014, City Commission Meeting minutes.</p> <p style="padding-left: 40px;">4-22-14 Minutes. . . . .</p> <p>Approval of Ordinance No. G-1200, amending Section 78-120 of the Pittsburgh City Code to regulate parking of large vehicles in residential districts.</p> <p style="padding-left: 40px;">Large Vehicle Regulations Memo. . . . .</p> <p style="padding-left: 40px;">Ordinance G-1200 - Large Vehicle Regulations. . . . .</p> <p>Approve or disapprove Resolution No. 1152, approving the Form of Supplement Trust Indenture No. 2 to a certain Trust Indenture entered into by the City in connection with the issuance by the City of its Taxable Industrial Revenue Bonds, Series 2008 (Holiday Inn Express Project) and, if approved authorize the Mayor to sign the Resolution and Supplemental Trust Indenture No. 2 on behalf of the City.</p> <p style="padding-left: 40px;">Resolution No. 1152 . . . . .</p> <p>Approval of a Resolution authorizing the Mayor and City Clerk to execute Agreement No. 275-14 between the City of Pittsburgh and the Secretary of Transportation to participate in funding of a KLINK street resurfacing project on Broadway Street (US-69B) from 11th Street to 19th Street, KDOT Project No. 69B-19 U-0192-01, based on a 50% State/50% Local grant with the State's share not to exceed \$200,000 and, if approved, authorize the Mayor and City Clerk to execute the agreement on behalf of the City of Pittsburgh.</p> <p style="padding-left: 40px;">KDOT KLINK Agreement N Bdwy 11th to 19th Memo . . . . .</p> <p style="padding-left: 40px;">Resolution - KLINK N Bdwy 11th to 19th . . . . .</p> <p style="padding-left: 40px;">KLINK Agreement - N Bdwy 11th to 19th . . . . .</p> <p>Approval of staff recommendation to award the bid for the fabrication and erection of walkways and ladders to allow for safe access to the upper portions of the two aeration towers at the Water Treatment Plant to the low bidder, Troy's Ornamental Iron, Inc., of Frontenac, Kansas, in the amount of \$16,000 and, if approved, authorize the issuance of the necessary purchase order.</p> <p style="padding-left: 40px;">WTP Aeration Tower Access Structures Bids Memo . . . . .</p> <p>Approval of the Second Amendment to Tower Lease Agreement between the City and Alltell Communications, LLC, dba Verizon Wireless allowing the addition of three antennas to the tower located at 101 North Locust, increasing the monthly rent paid by Alltell Communications to the City by \$339.67 per month and, if approved, authorize the Mayor to sign the Second Amendment to Tower Lease on behalf of the City.</p> <p style="padding-left: 40px;">Verizon Agreement . . . . .</p> | <p>4</p> <p>8</p> <p>9</p> <p>13</p> <p>14</p> <p>16</p> <p>24</p> <p>25</p> <p>26</p> <p>37</p> <p>38</p> |
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Approval of a Commercial Lease Agreement between the City and the South Kansas & Oklahoma Railroad, Inc. for Lots 38 through 48 of Block 1 of the Pittsburg Town Company's First Addition, located at 11th Street and Broadway and, if approved, authorize the Mayor to sign the Lease Agreement on behalf of the City.

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Approval of the Appropriation Ordinance for the period ending May 13, 2014, subject to the release of HUD expenditures when funds are received.

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BROADWAY (US-69B) AND 20TH STREET INTERSECTION IMPROVEMENTS - The Kansas Department of Transportation has recommended award of a contract for the Broadway (US-69B) and 20th Street Intersection Improvements Project (KDOT Project No. 19 U-0065-01/HSIP-U006(501) to Amino Brothers Company, Inc., of Kansas City, Kansas, for their low bid of \$1,523,503.48.

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RESOLUTION NO. 1154 - Consider Resolution No. 1154, declaring the necessity for and authorizing the construction of certain repairs and improvements to the Memorial Auditorium of the City of Pittsburg, Kansas, and the payment of the cost thereof, under the authority of K.S.A. 12-1736, et. seq., and Article 1 of Chapter 10, as amended, of the Kansas Statutes Annotated.

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| RESOLUTION NO. 1155 - Consider Resolution No. 1155,<br>declaring the necessity for and authorizing the construction of<br>certain repairs and improvements to the Pittsburg Aquatic<br>Center of the City of Pittsburg, Kansas, and the payment of the<br>cost thereof, under the authority of Charter Ordinance No. 25 of<br>the City of Pittsburg, Kansas, and Article 1 of Chapter 10, as<br>amended, of the Kansas Statutes Annotated. |     |
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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, May 13, 2014**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

- a. Invocation by Jay Gilchrist of Via Christi
- b. Flag Salute Led by the Mayor
- c. Public Input
- d. Ray Ryan of Ryan Insurance will provide additional information regarding the City's recent property and liability insurance policy renewal.

**CONSENT AGENDA:**

- a. Approval of the April 22, 2014, City Commission Meeting minutes.
- b. Approval of Ordinance No. G-1200, amending Section 78-120 of the Pittsburg City Code to regulate parking of large vehicles in residential districts. **First and only reading, if the Governing Body concurs.**
- c. Approve or disapprove Resolution No. 1152, approving the Form of Supplement Trust Indenture No. 2 to a certain Trust Indenture entered into by the City in connection with the issuance by the City of its Taxable Industrial Revenue Bonds, Series 2008 (Holiday Inn Express Project) and, if approved authorize the Mayor to sign the Resolution and Supplemental Trust Indenture No. 2 on behalf of the City.
- d. Approval of a Resolution authorizing the Mayor and City Clerk to execute Agreement No. 275-14 between the City of Pittsburg and the Secretary of Transportation to participate in funding of a KLINK street resurfacing project on Broadway Street (US-69B) from 11th Street to 19th Street, KDOT Project No. 69B-19 U-0192-01, based on a 50% State/50% Local grant with the State's share not to exceed \$200,000 and, if approved, authorize the Mayor and City Clerk to execute the agreement on behalf of the City of Pittsburg.
- e. Approval of staff recommendation to award the bid for the fabrication and erection of walkways and ladders to allow for safe access to the upper portions of the two aeration towers at the Water Treatment Plant to the low bidder, Troy's Ornamental Iron, Inc., of Frontenac, Kansas, in the amount of \$16,000 and, if approved, authorize the issuance of the necessary purchase order.

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, May 13, 2014**  
**5:30 PM**

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- f. Approval of the Second Amendment to Tower Lease Agreement between the City and Alltel Communications, LLC, dba Verizon Wireless allowing the addition of three antennas to the tower located at 101 North Locust, increasing the monthly rent paid by Alltel Communications to the City by \$339.67 per month and, if approved, authorize the Mayor to sign the Second Amendment to Tower Lease on behalf of the City.
  
- g. Approval of a Commercial Lease Agreement between the City and the South Kansas & Oklahoma Railroad, Inc. for Lots 38 through 48 of Block 1 of the Pittsburg Town Company's First Addition, located at 11th Street and Broadway and, if approved, authorize the Mayor to sign the Lease Agreement on behalf of the City.
  
- h. Approval of a Real Estate Sublease Agreement between the City and Mike Bitner dba Bitner Motors for the south 55 feet of Lots 38 through 48 of Block 1 of Pittsburg Town Company's First Addition, located at 11th Street and Broadway and, if approved, authorize the Mayor to sign the Real Estate Sublease Agreement on behalf of the City.
  
- i. Approval of the Appropriation Ordinance for the period ending May 13, 2014, subject to the release of HUD expenditures when funds are received.  
**ROLL CALL VOTE.**

**SPECIAL PRESENTATION:**

- a. KLINK RESURFACING APPLICATION (FY 2016)- Staff will provide a verbal report with regard to the submission of an application to the Kansas Department of Transportation requesting funding for a KLINK Resurfacing Project on W. 4th Street (K-126) from Broadway Street (US-69B) to Walnut Street. **Receive report for file.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, May 13, 2014**  
**5:30 PM**

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**CONSIDER THE FOLLOWING:**

- a. BROADWAY (US-69B) AND 20TH STREET INTERSECTION IMPROVEMENTS - The Kansas Department of Transportation has recommended award of a contract for the Broadway (US-69B) and 20th Street Intersection Improvements Project (KDOT Project No. 19 U-0065-01/HSIP-U006(501) to Amino Brothers Company, Inc., of Kansas City, Kansas, for their low bid of \$1,523,503.48. **Approve or disapprove KDOT's recommendation to award the bid and, if approved, authorize the Mayor to execute the "Authority to Award Contract and Commitment of City Funds" pledging the City's share of \$769,208.58.**
  
- b. AIRPORT FUEL FEES - Staff is requesting authorization to implement a High Volume Fuel Discount Tier to help raise fuel sales at Atkinson Municipal Airport. **Approve or disapprove staff request.**
  
- c. RESOLUTION NO. 1153 - Consider Resolution No. 1153, declaring the necessity for and authorizing the construction of certain repairs and improvements to buildings owned by the City of Pittsburg, Kansas, and the payment of the cost thereof, under the authority of K.S.A. 12-1736, et. seq., and Article 1 of Chapter 10, as amended, of the Kansas Statutes Annotated. **Approve or disapprove Resolution No. 1153 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
  
- d. RESOLUTION NO. 1154 - Consider Resolution No. 1154, declaring the necessity for and authorizing the construction of certain repairs and improvements to the Memorial Auditorium of the City of Pittsburg, Kansas, and the payment of the cost thereof, under the authority of K.S.A. 12-1736, et. seq., and Article 1 of Chapter 10, as amended, of the Kansas Statutes Annotated. **Approve or disapprove Resolution No. 1154 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, May 13, 2014**  
**5:30 PM**

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- e. RESOLUTION NO. 1155 - Consider Resolution No. 1155, declaring the necessity for and authorizing the construction of certain repairs and improvements to the Pittsburg Aquatic Center of the City of Pittsburg, Kansas, and the payment of the cost thereof, under the authority of Charter Ordinance No. 25 of the City of Pittsburg, Kansas, and Article 1 of Chapter 10, as amended, of the Kansas Statutes Annotated. **Approve or disapprove Resolution No. 1155 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
  
- f. RESOLUTION NO. 1156 - Consider Resolution No. 1156, authorizing and providing for the public sale of General Obligation Bonds, Series 2014A of The City of Pittsburg, Kansas, setting forth the details of said sale; and providing for the giving of notice thereof. **Approve or disapprove Resolution No. 1156 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

**NON-AGENDA REPORTS & REQUESTS:**

- a. Director of Finance Jamie Clarkson will provide the Bi-Monthly Budget report for period ending April 30, 2014.

**EXECUTIVE SESSION:**

- a. EXECUTIVE SESSION - An Executive Session is necessary for discussion deemed privileged in the attorney-client relationship. **Motion to recess into Executive Session for approximately 10 minutes for discussion deemed privileged in the attorney-client relationship.**

**ADJOURNMENT**

# City of Pittsburg

1. Ryan Insurance History with the City of Pittsburg  
Role in the City of Pittsburg Property and Casualty Insurance
2. September 2012 meeting with Daron Hall
3. Change of authority
4. New Marketing Plan, contacted Tom Adams, Travelers Municipal Business Manager -  
\$311,609 Travelers renewal 11/1/2012  
\$264,997 Travelers 11/1/2011 expiring  
\$ 46,612 Difference
5. All markets - review EMC - Charlesworth vs EMC who has a dividend program
6. Present 3/25/14 change Statement of Values and change of deductibles on Auto.  
Savings on Auto \$ 6,000  
Savings on Property \$11,175  
TOTAL Savings \$17,175
7. Statement of value \$95,898,916 originally  
\$83,433,627 with changes  
\$12,465,289 difference
8. Discuss Blanket Property endorsement and Agreed Amount Endorsement - we have both on the policy
9. Revised Premium: \$296,289.00 original quoted premium  
\$ 17,745.00 credit for endorsements  
\$278,544.00 TOTAL ANNUAL PREMIUM
10. Dividend check received May 1<sup>st</sup>, 2014, comment.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
April 22<sup>nd</sup>, 2014

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A Regular Session of the Board of Commissioners was held at 5:30 p.m., on Tuesday, April 22<sup>nd</sup>, 2014, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Monica Murnan presiding and the following members present: Michael Gray, John Ketterman, Chuck Munsell and Patrick O'Bryan

Roger Brown of the Life Changers Church provided the invocation.

Mayor Murnan led the flag salute.

Mayor Murnan proclaimed Thursday, May 1<sup>st</sup>, 2014, as a National Day of Prayer in Pittsburg.

Mayor Murnan proclaimed Sunday, May 4<sup>th</sup>, 2014, as Reverend Ellie Foster Day in Pittsburg.

Mayor Murnan proclaimed the month of April, 2014, as Child Abuse Prevention Month in Pittsburg.

PUBLIC INPUT - John Kutz, 4035 Parkview Drive, Frontenac, Kansas, thanked the City Commission for their support of the Stilwell Hotel Project and provided a brief update on the progress of the project.

APPROVAL OF MINUTES – APRIL 8<sup>th</sup>, 2014 - On motion of Ketterman, seconded by Munsell, the Governing Body approved the April 8th, 2014, City Commission Meeting minutes as submitted. Motion carried.

RESOLUTION NO. 1150 – On motion of Ketterman, seconded by Munsell, the Governing Body approved Resolution No. 1150, adopting the Region H Multi-Hazard, Multi Mitigation Plan and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

CEREAL MALT BEVERAGE LICENSE – AMERICAN LEGION POST 64 – On motion of Ketterman, seconded by Munsell, the Governing Body approved the application submitted by American Legion Post 64 for a Cereal Malt Beverage License for the Band Dome area of Lincoln Park on May 3rd, 2014, from Noon until 11:00 p.m. for a beer garden during the Day of Music for Jerry Brooksher event, and directed the City Clerk to issue the license. Motion carried.

CEREAL MALT BEVERAGE LICENSE – CITY OF PITTSBURG – On motion of Ketterman, seconded by Munsell, the Governing Body approved the application submitted by The City of Pittsburg for a Cereal Malt Beverage License for the Band Dome area of Lincoln Park on May 17th, 2014, from 11:00 a.m. until 11:00 p.m. for a beer garden during the Cow Creek Bluegrass Festival, and directed the City Clerk to issue the license. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
April 22<sup>nd</sup>, 2014

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2014 EMERGENCY SOLUTIONS GRANT – On motion of Ketterman, seconded by Munsell, the Governing Body approved the 2014 Emergency Solutions Grant application for funds in the amount of \$226,679, which help cover operating costs of the CHOICES Family Emergency Shelter, as well as homeless services administered by SEK-CAP, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

DISPOSITION OF BIDS – PURCHASE OF PLANER AND BROOM SWEEPER – On motion of Ketterman, seconded by Munsell, the Governing Body approved staff recommendation to award the bid for the purchase of one (1) 40' Planer and one (1) 84" Broom Sweeper for use by the Public Works Department to the low bidder meeting specs, Bobcat, of Springfield, Missouri, based on their total combined bid of \$20,627.43 and, authorized staff to issue the necessary purchase order. Motion carried.

APPROPRIATION ORDINANCE – On motion of Ketterman, seconded by Munsell, the Governing Body approved the Appropriation Ordinance for the period ending April 22<sup>nd</sup>, 2014, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Gray, Ketterman, Munsell, Murnan, and O'Bryan. Motion carried.

FACADE GRANT EXTENSION - STILWELL HERITAGE & EDUCATIONAL FOUNDATION – On motion of O'Bryan, seconded by Gray, the Governing Body approved the request submitted by John Kutz for a six month extension to the timeline set forth in his façade grant agreement for completing work on his building located at 707 North Broadway, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

PAVING OF PARKING LOT NEAR FARMER'S MARKET – On motion of O'Bryan, seconded by Murnan, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to utilize \$45,000 in funds from the Revolving Loan Fund (RLF) to pave the City-owned parking lot located near the new Farmer's Market structure located at 10th and Broadway, plus an additional \$4,500 for rock work associated with the parking lot project, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

RESOLUTION NO. 1151 – On motion of Ketterman, seconded by Munsell, the Governing Body approved Resolution No. 1151, declaring the eligibility of the City to submit an application to the Kansas Department of Wildlife and Parks for use of the Land and Water Conservation fund program for the Pittsburg USD 250 joint use tennis court project, directed the City Attorney to prepare the necessary contract between the City and USD #250 and authorized the Mayor to sign the Resolution and supporting documents on behalf of the City. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
April 22<sup>nd</sup>, 2014

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DISPOSITION OF BIDS – Following a verbal recommendation by William Beasley, Director of Public Works, on motion of O'Bryan, seconded by Munsell, the Governing Body awarded the bid for the purchase of 2014 City Sales Tax Street Program consisting of a total of approximately 3,822 tons of asphaltic concrete including trucking to Blevins Asphalt Construction Co., Inc. of Mt. Vernon, Missouri, based on their low total bid meeting specifications of \$209,254.40, and authorized staff to issue the necessary purchase order. Motion carried.

DISPOSITION OF BIDS - Following a verbal recommendation by William Beasley, Director of Public Works, on motion of Ketterman, seconded by Gray, the Governing Body awarded the bid for the annual purchase of HM-4 Flint Chat to Kunshek Chat & Coal, Inc., of Pittsburg, based on their low bid meeting specifications in the amount of \$12.50 per ton; AB-3 Limestone Rock to Randy Vilela Trucking and Hauling of Pittsburg, based on their low bid meeting specifications in the amount of \$8.69 per ton; and 3/4 Clean Rock to Kunshek Chat & Coal, Inc., of Pittsburg, based on their low bid meeting specifications in the amount of \$10.95 per ton and authorized staff to issue the necessary purchase orders. Motion carried.

DISPOSITION OF BIDS – FLOWABLE FILL – Following a verbal recommendation by William Beasley, Director of Public Works, on motion of O'Bryan, seconded by Gray, the Governing Body awarded the bid for the annual purchase of Ready Mix Cement/Flowable Fill to O'Brien Ready Mix, of St. Paul, Kansas, based on their low bids meeting specifications in the amount of \$81.38 per cubic yard for 3500 psi concrete, \$83.78 per cubic yard for 4000 psi concrete, \$91.88 per cubic yard for high early strength concrete, \$62.91 per cubic yard for flowable fill, \$5.00 per cubic yard for hot water and \$5.00 per cubic yard for 2% calcium chlorine, and authorized the issuance of the necessary purchase orders. Motion carried.

#### NON-AGENDA REPORTS AND REQUESTS -

GRANT RECEIPT - Fire Chief Mike Simons discussed a grant that has been received by Task Force 4 in the amount of \$133,268, to be used to purchase a prime mover, trailer and search and rescue equipment to be housed at the Pittsburg Fire Department.

ARBOR DAY – Director of Parks and Recreation Kim Vogel announced that Arbor Day festivities will take place on the front lawn of City Hall on Friday, April 25<sup>th</sup>, 2014, at 1:00 p.m.

ART WALK - Director of Parks and Recreation Kim Vogel announced that an Art Walk will be held on Friday, April 25<sup>th</sup>, 2014, beginning at 5:00 p.m. in Downtown Pittsburg.

BIG BANG ROCK FEST - Director of Parks and Recreation Kim Vogel announced that the Big Bang Rock Fest will take place on Saturday, April 26<sup>th</sup>, 2014, at four locations throughout the City. Proceeds from the event help fund the 4<sup>th</sup> of July Fireworks Display.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
April 22<sup>nd</sup>, 2014

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PITTSBURG BEAUTIFUL - Commissioner O'Bryan thanked the members of Pittsburg Beautiful for their clean-up efforts on the bypass.

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

\_\_\_\_\_  
Monica Murnan, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

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

(620) 231-4170

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** April 29, 2014

**SUBJECT:** Agenda Item – May 13, 2014  
Ordinance No. G-1200  
Restricted Parking

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Over sized vehicles or equipment parked on the street in a residential zoned district can be a traffic hazard and in most cases is unsightly. Visibility is sometimes limited and the travelable area of the street is reduced. Currently, the City has a City Code which addresses semi-trucks and their trailers but is limited on what it addresses. On at least two separate occasions over the last two years, large trucks have been parked in a residential neighborhood which the City Code did not address. This proposed Ordinance restricts the parking of any buses, trailers, trucks, tractors, semi-trailers or the trailer component or any vehicle which exceed eight (8) feet in width, twenty (20) feet in length or nine (9) feet in height or any vehicle exceeding a gross weight of 20,000 pounds, from parking on the streets in a residential district. There are exceptions for deliveries and mechanical failure, but these are limited.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 13<sup>th</sup>, 2014. This ordinance has been reviewed by the City Attorney. Action being requested is approval or disapproval of the request for restricted parking and, if approved, approve Ordinance No. G-1200 on FIRST AND ONLY READING.

Attachment: Ordinance No. G-1200

(Summary Published in The Morning Sun on May 16<sup>th</sup>, 2014)

**ORDINANCE NO. G-1200**

**AN ORDINANCE**, amending Section 78-120 of the Pittsburg City Code to regulate parking of large vehicles in residential districts.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS:**

**Section One.** Section 78-120 of the Pittsburg City Code is hereby amended as follows:

**Sec. 78-120. Parking of Vehicles Restricted; Exceptions.**

- a) It shall be unlawful for any person to park any bus, trailer, truck, tractor, semi-trailer, or the trailer component thereof, or any vehicle which exceeds eight (8) feet in width, or twenty (20) feet in length, or nine (9) feet in height, or vehicle with the gross weight exceeding 20,000 pounds, on any street in any residential zoned district for more than two (2) hours at any time.
- b) Exception
  - (1) The parking of any truck, bus, trailer, truck tractor, semi-trailer, or the trailer component thereof, otherwise prohibited by this article, shall not be a violation hereof while in the course of actively making deliveries of cargo, providing services to stores, residences or businesses upon the property abutting the area where the vehicle is parked.
  - (2) The parking of any truck, bus, trailer, truck tractor, semi-trailer, or the trailer component thereof, otherwise prohibited by this article, shall not be a violation hereof in the event of breakdown or emergency necessitating such parking for up to eight (8) hours at any one time, provided the vehicle or trailer is parked in such a manner as not to obstruct traffic on any street, or obstruct the entrance of exit to any property adjoining the street.

**Section Two.** This Ordinance shall take effect upon its approval and publication in the official City newspaper.

**PASSED AND APPROVED BY THE GOVERNING BODY** of the City of  
Pittsburg, Kansas, this 13<sup>th</sup> day of May, 2014.

\_\_\_\_\_  
MAYOR – Monica Murnan

ATTEST:

\_\_\_\_\_  
CITY CLERK – Tammy Nagel

(SEAL)

**RESOLUTION NO. 1152**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS APPROVING THE FORM OF SUPPLEMENTAL TRUST INDENTURE NO. 2 TO A CERTAIN TRUST INDENTURE ENTERED INTO BY THE CITY IN CONNECTION WITH THE ISSUANCE BY THE CITY OF ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2008 (HOLIDAY INN EXPRESS PROJECT).**

**WHEREAS**, the City of Pittsburg, Kansas (the "Issuer") and Security Bank of Kansas City, Kansas City, Kansas, as successor trustee to UMB Bank, n.a. (the "Trustee"). are parties to the Trust Indenture dated as of May 15, 2008 (the "Original Indenture"), as supplemented and amended by Supplemental Trust Indenture No. 1 dated as of September 9, 2008 (the "First Supplemental Indenture"), authorizing and securing the City of Pittsburg, Kansas Taxable Industrial Revenue Bonds, Series 2008 (Holiday Inn Express Project) (the "Series 2008 Bonds"), for the purpose of acquiring, constructing, and equipping certain hotel facilities (the "Project"); and

**WHEREAS**, the Issuer has leased the Project to HI1 Pittsburg, LLC, a Kansas limited liability company (the "Tenant") pursuant to the terms of a Lease dated as of May 15, 2008 (the "Lease"); and

**WHEREAS**, pursuant to Section 1102(b) of the Original Indenture, the parties desire to further amend and supplement the Original Indenture (as amended, the "Indenture"), to reduce the interest rate on the Outstanding Series 2008 Bonds; and

**WHEREAS**, Arvest Bank (the "Bondowner") is the owner of 100% of the aggregate principal amount of all outstanding Series 2008 Bonds as of the date hereof and has consented to such amendment.

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

**Section 1. Approval of Form of Supplemental Trust Indenture No. 2.** The form of Supplemental Trust Indenture No. 2 between the Issuer and the Trustee, further amending and supplementing the Indenture, is hereby approved in substantially the form presented to the governing body concurrently with this Resolution.

**Section 2. Authorization to Execute and Deliver Document.** The Mayor and City Clerk are hereby authorized to execute and deliver Supplemental Trust Indenture No. 2 on behalf of the Issuer upon receipt of the original document signed on behalf of the Trustee by a duly authorized officer, and consented to in writing by the Tenant and the Bondowner.

**Section 3. Effective Date.** This Resolution shall take effect from and after its adoption by a majority of the governing body of the Issuer.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City of Pittsburg, Kansas on May 13, 2014.

[SEAL]

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

## SUPPLEMENTAL TRUST INDENTURE NO. 2

**THIS SUPPLEMENTAL TRUST INDENTURE NO. 2**, is made as of May 1, 2014 by and between **THE CITY OF PITTSBURG, KANSAS**, a municipal corporation (“Issuer”) and **SECURITY BANK OF KANSAS CITY**, Kansas City, Kansas, as successor trustee to UMB Bank, n.a. (“Trustee”); with the consent of **HI1 PITTSBURG, LLC**, a Kansas limited liability company (the “Tenant”) and **ARVEST BANK** (the “Bondowner”).

### Recitals

A. Issuer and Trustee are parties to a Trust Indenture dated as of May 15, 2008 (the “Original Indenture”), as supplemented and amended by Supplemental Trust Indenture No. 1 dated as of September 9, 2008 (the “First Supplemental Indenture”), authorizing and securing the City of Pittsburg, Kansas Taxable Industrial Revenue Bonds, Series 2008 (Holiday Inn Express Project) (the “Series 2008 Bonds”), for the purpose of acquiring, constructing, and equipping certain hotel facilities (the “Project”).

B. The Issuer has leased the Project to the Tenant pursuant to the terms of a Lease, dated as of May 15, 2008 (the “Lease”).

C. The Bondowner is the owner of 100% of the aggregate principal amount of all outstanding Series 2008 Bonds as of the date hereof.

D. Pursuant to Section 1102(b) of the Original Indenture, the parties desire to further amend and supplement the Original Indenture (as amended, the “Indenture”), as provided herein.

### Agreement

**NOW, THEREFORE**, in consideration of the foregoing recitals, the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. *Capitalized Terms.* All capitalized terms not otherwise defined shall have the same meanings as in the Indenture.

2. *Ratification of Indenture and Lease.* The Issuer, the Trustee and the Tenant each acknowledges and confirms that the Indenture and the Lease are in full force and effect as of the date hereof and that none of them knows of the existence of any default under either the Indenture or the Lease.

3. *Interest Rate Amendment.* The form of the Series 2008 Bond as set forth in *Exhibit A* to the Original Indenture and incorporated by reference in *Section 208* of the Indenture is hereby amended to

provide that as of the date hereof, the definition of "Adjustment Date," "Adjusted Rate," and "Amortization Amount" shall be as follows:

The "Adjustment Date" shall be May 1, 2014 and each May 1 thereafter until the Final Maturity Date.

The "Adjusted Rate" shall mean 3.25% per annum from May 1, 2014 through April 30, 2015, and thereafter a rate equal to the Prime Rate as published in the Wall Street Journal on each subsequent Adjustment Date, computed on an actual/360 counting method.

The "Amortization Amount" shall mean an amount sufficient to fully amortize and pay, in substantially equal monthly installments of principal and interest over a period of 240 months commencing on the Amortization Commencement Date, the entire unpaid balance of this Bond as of the Amortization Commencement Date. Prior to the Amortization Commencement Date, a schedule of anticipated payments of principal and interest will be prepared by Arvest Bank, as registered owner, and attached to this Bond as *Schedule A*. The Amortization Amount will be modified on each Adjustment Date and a new *Schedule A* will be prepared by Arvest Bank, and attached to this Bond.

The parties hereto agree that on and after each Adjustment Date, monthly installments of the Amortization Amount, together with interest in arrears at the Adjusted Rate, shall be payable on each Payment Date until the Final Maturity Date. One final payment in the amount of the entire unpaid balance of the Bond (including all accrued and unpaid interest) shall be payable on the Final Maturity Date.

The Trustee and Bondowner are hereby authorized to note the amendments to the definitions and payment provisions on the Series 2008 Bond certificate. The Bondowner is hereby further directed to prepare and deliver to the Trustee and the Tenant a new *Schedule A* to the Series 2008 Bond Certificate to reflect the changes in the interest rate.

Except as expressly amended herein, the terms of the Indenture shall remain unchanged and in full force and effect.

*[Balance of this page intentionally left blank.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Supplemental Trust Indenture No. 2 to be executed as of the date first written above.

**CITY OF PITTSBURG, KANSAS**

By: \_\_\_\_\_  
Monica Murnan, Mayor

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Tammy Nagel, City Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS                    )  
  )  
COUNTY OF CRAWFORD            )

This instrument was acknowledged before me on the 13<sup>th</sup> day of May, 2014 by Monica Murnan, Mayor, and Tammy Nagel, City Clerk, of the City of Pittsburg, Kansas

[SEAL]

\_\_\_\_\_  
Notary Public

My Appointment Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name of Notary Public

**SECURITY BANK OF KANSAS CITY**  
as Trustee

By: \_\_\_\_\_  
Name: Bonnie Mosher  
Title: Vice President and Trust Officer

**ACKNOWLEDGMENT**

STATE OF KANSAS                    )  
  )  
COUNTY OF SEDGWICK            )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2014 by Bonnie Mosher, Vice President and Trust Officer of Security Bank of Kansas City, a Kansas banking corporation.

[SEAL]

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name of Notary Public

**CONSENT OF TENANT TO SUPPLEMENTAL TRUST INDENTURE NO. 2**

HI1 Pittsburg, LLC, tenant under the Lease with the City of Pittsburg, Kansas entered into in connection with the issuance of the City of Pittsburg, Kansas Taxable Industrial Revenue Bonds, Series 2008 (Holiday Inn Express Project) hereby consents to the foregoing Supplemental Trust Indenture No. 2 and hereby waives any notice required by of *Section 1103* of the Original Indenture.

Dated \_\_\_\_\_, 2014

**HI1 PITTSBURG, LLC**

By: \_\_\_\_\_  
Authorized Officer

**CONSENT OF BONDOWNER TO SUPPLEMENTAL TRUST INDENTURE NO. 2**

The undersigned, a duly authorized, qualified and acting officer of Arvest Bank, hereby represents and warrants as follows:

- 1) Arvest Bank is the Owner of 100% of the aggregate principal amount of all Outstanding City of Pittsburg, Kansas Taxable Industrial Revenue Bonds, Series 2008 (Holiday Inn Express Project) as of the date hereof;
- 2) Arvest Bank consents to the foregoing Supplemental Trust Indenture No. 2; and
- 3) Arvest Bank waives any Event of Default arising from the retroactive approval of Supplemental Trust Indenture No. 2 by the City of Pittsburg, Kansas, as Issuer.

Dated \_\_\_\_\_, 2014

**ARVEST BANK**  
as Bondowner

By: \_\_\_\_\_  
Name:  
Title:



DEPARTMENT OF PUBLIC WORKS

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

(620) 231-4170

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** April 29, 2014

**SUBJECT:** Agenda Item – May 13, 2014  
KLINK Resurfacing Project - Broadway (US-69B), 11<sup>th</sup> Street to 19<sup>th</sup> Street  
KDOT Project No. 69B-19 U-0192-01

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KDOT has prepared and submitted to the City for approval Agreement No. 275-14 between the City of Pittsburg and the Secretary of Transportation to participate in funding for a KLINK street surfacing project on Broadway Street (US-69B) based on a 50% State/50% Local grant with the State's share not to exceed \$200,000. This project is a KDOT FY 2015 project, which runs from July 1<sup>st</sup>, 2014 to June 30<sup>th</sup>, 2015. The staff is anticipating a late summer 2014 start date. By entering into this agreement, KDOT will commit funds to the project. The City could also turn back these funds and reapply for KLINK funds at a later date. KLINK funds are normally available for projects, but there is no guaranty of future funds. A Resolution authorizing the Mayor and City Clerk to execute the agreement on behalf of the City has also been provided if the City Commission elects to proceed with this project.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 13, 2014. Action necessary will be approval or disapproval of the agreement and, if approved, authorize the Mayor and City Clerk to sign this agreement on behalf of the City.

Attachment: Agreement

**A RESOLUTION RELATING TO STATE AID  
FOR THE IMPROVEMENT OF CITY CONNECTING LINKS  
ON THE STATE HIGHWAY SYSTEM**

Be it Resolved by the Governing Body of the City of Pittsburg, Kansas:

That the Mayor and City Clerk are authorized and directed to execute for and on behalf of the City of Pittsburg, Kansas, KLINK Resurfacing Project Agreement No. 275-14 between the City and Kansas Department of Transportation, giving the Secretary of Transportation of the State of Kansas authority to act for the City, and in its place and stead, to obtain for the City the benefits of State Aid and obtain benefits of such legislation for the City on the terms and conditions set forth in such agreement as may be prepared and approved by the Secretary of Transportation and requesting and authorizing the Secretary of Transportation for the State of Kansas to undertake and complete the work for the construction of a project for the improvement of US-69B in the City known as Project No. (US)69B-19 U-0192-01.

Passed by the City Commission this 13<sup>th</sup> day of May, 2014.

\_\_\_\_\_  
MAYOR – Monica Murnan

ATTEST:

\_\_\_\_\_  
CITY CLERK – Tammy Nagel

(SEAL)

PROJECT NO. 69B1-19 U-0192-01  
KLINK RESURFACING PROJECT  
CMS CONTRACT NO. \_\_\_\_\_  
CITY OF PITTSBURG, KANSAS

## A G R E E M E N T

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

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

- A. The City has applied for and the Secretary has approved a KLINK Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on US-69B, a city connecting link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of State Highway funds.

**NOW, THEREFORE**, the Parties agree as follows:

## A R T I C L E I

### DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

**1. City Connecting Link** - a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.

**2. KLINK Resurfacing Program** - a city connecting link (KLINK) resurfacing program that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be seventy-five percent (75%) for cities with a population of less than 10,000 or fifty percent (50%) for cities with a population of 10,000 or greater, up to a maximum of \$200,000.00 per fiscal year of state funds. The KLINK Resurfacing Program is for contract maintenance only.

3. **Project** - mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the KLINK Resurfacing Program for US-69B, from 11th Street to 19th Street, in Pittsburg, Kansas.

4. **Eligible/Participating Bid Items** - all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for KLINK funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

5. **Non-Eligible/Non-Participating Bid Items** - items typically non-eligible for KLINK funding include but are not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

6. **Fiscal Year (FY)** - the state's fiscal year begins July 1 and ends on June 30 of the following calendar year.

## ARTICLE II

### SECRETARY RESPONSIBILITIES:

1. **Reimbursement of Project Costs.** The Secretary agrees to reimburse the City fifty percent (50%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed \$200,000.00, as the Secretary's total share of the cost to construct the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceed \$400,000.00. The Secretary shall not be responsible for the total actual costs of preliminary engineering, utility adjustments, or items not participating in the KLINK Resurfacing Program.

2. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed by the City that the Project was constructed within substantial compliance of the final design plans and specifications.

**ARTICLE III**

**CITY RESPONSIBILITIES:**

1. **Limited Scope.** The Project is limited to roadway resurfacing along the Project location. The Project roadway resurfacing may include all eligible items as defined above. Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.

2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current KLINK Resurfacing Program for this Project.

3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City 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 City, the City’s employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary’s authorized representatives or employees.

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

5. **Design, Letting, and Administration.** The City will prepare or contract to have prepared, the design plans, specifications, and cost estimate (PS&E) for the Project, let the contract, and award the contract to the lowest responsible bidder. The City agrees to construct or have constructed the Project in accordance with the final design plans and specifications; inspect or have inspected the construction; administer the Project; and make the payments due the contractor, including the portion of cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the current version of Section 16.0 City Connecting Links (KLINK) Resurfacing Program of the LPA Project Development Manual.

6. **Responsibility for Adequacy of Design.** The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the City’s and its consultant’s duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation,

expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

**7. Design Schedule and Submission to Secretary.** The City will follow a schedule for design and development of plans that will allow the Project to be let to contract in the programmed fiscal year; otherwise, the City agrees the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PPS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

**8. Movement of Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in accordance with the final design plans. The expense of the removal or adjustment of the utilities and encroachments located on public right of way or easement shall be borne by the owner or the City.

**9. Future Encroachments.** The City will prohibit future erection, installation or construction of encroachments either on or above the right of way, and it will not in the future permit the erection of fuel dispensing pumps upon the right of way of the connecting link. The City further agrees it will require any fuel dispensing pumps erected, moved or installed along the connecting link be placed a distance from the right of way line no less than the distance permitted by the National Fire Code.

**10. Legal Authority.** The City will 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.

**11. Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

**12. Permanent Traffic Control.** The City shall conform the location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by a public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference, and shall be subject to the approval of the Secretary.

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

**14. Final Design Plans.** The final design plans will depict the entire Project location. The eligible/participating bid items must be shown separated and listed apart from the non-eligible/non-

participating bid items on the final design plans, bid documents, and on the detailed billing provided by the City. The City shall have the final design plans signed and sealed by a licensed professional engineer. The City will furnish to KDOT's Bureau of Local Projects an electronic set of final design plans and specifications. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

**15. Program Administration.** In addition to complying with all requirements contained in Section 16.0 City Connecting Links (KLINK) Resurfacing Program of the LPA Project Development Manual:

(a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

(c) The City will provide to KDOT's Bureau of Local Projects an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City will promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, will be deemed non-participating costs, and shall be the responsibility of the City.

**16. Discrimination Laws.** The City will: (a) 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 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) include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; and (d) include those provisions in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such contractor, subcontractor or vendor. If the City fails to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation will constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation will constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated or suspended in whole or in part.

**17. Prevailing Wages.** The City will require the contractor to pay prevailing wages. The City will incorporate into the construction contract the current general wage decision for the county in

which the Project is being constructed. The City can obtain the current wage decision from the KDOT Bureau of Construction and Materials website.

**18. Inspections.** The City will provide the construction engineering/inspection necessary to determine substantial compliance with the final design plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

**19. Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the KLINK Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor's errors, omissions or deviations from the final design plans and specifications.

**20. Attestation.** Upon completion of the Project the City shall have a licensed professional engineer employed by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT's Bureau of Local Projects, that the Project was completed in substantial compliance with the final design plans and specifications.

**21. Final Acceptance.** Prior to issuing final payment to the contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

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

**23. Reimbursement Request.** The City will request payment from the Secretary after the City has paid the contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in conformance with the plans and specifications.

**24. Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City 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 have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

## ARTICLE IV

### GENERAL PROVISIONS:

**1. Existing Right of Way.** The Project will be constructed within the limits of the existing right of way.

2. **Incorporation of Final Plans.** The final design plans and specifications 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 this Project.

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

- a. Fiscal year the Project is to be let
- b. Project length
- c. Project location
- d. Project scope

**Items b, c, and d require an attached map to scale.**

It is further mutually agreed during construction, the City shall notify the Secretary of any changes in the plans and specifications.

5. **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.

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

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

8. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement are binding upon the Secretary and the City and their successors in office.

9. **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.

10. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

11. **Effective Date.** This Agreement will become effective as of the date signed by the Secretary or designee.

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

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

ATTEST:

THE CITY OF PITTSBURG, KANSAS

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

\_\_\_\_\_  
MAYOR

(SEAL)

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

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

**KANSAS DEPARTMENT OF TRANSPORTATION**

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

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

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

**NOTIFICATION**

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

**CLARIFICATION**

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

**Nondiscrimination Clauses**

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

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

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

### CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

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



DEPARTMENT OF PUBLIC UTILITIES

303 Memorial Drive · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** May 7, 2014

**SUBJECT:** Agenda Item – May 13, 2014  
Disposition of Bids  
Aeration Tower Access Structures

---

The City of Pittsburg received bid quotes on Tuesday, May 6<sup>th</sup>, 2014, for the fabrication and erection of walkways and ladders to allow for safe access to the upper portions of the two aeration towers at the Water Treatment Plant. Three bid quotes were received as follows:

| VENDOR                                   | BID QUOTE |
|--|-----------|
| B & D Fabrication, Joplin, MO            | \$25,823  |
| Troy's Ornamental Iron, Frontenac, KS    | \$16,000  |
| Unique Metal Fabrications, Pittsburg, KS | \$47,000  |

After reviewing the bid quotes received, staff is recommending that the bid be awarded to the low bidder, Troy's Ornamental Iron, of Frontenac, with a bid of \$16,000. Funding for this work will come from the Water Treatment Plant's General Operating Budget.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 13<sup>th</sup>, 2014. Action necessary will be approval or disapproval of staff's recommendation and, if approved, authorize the issuance of the necessary purchase order.

## SECOND AMENDMENT TO TOWER LEASE AGREEMENT

This Second Amendment to Tower Lease Agreement (this "Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between **THE CITY OF PITTSBURG, KANSAS**, hereinafter "Lessor", and **ALLTEL COMMUNICATIONS, LLC D/B/A VERIZON WIRELESS**, hereinafter "Lessee". Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

**WHEREAS**, Lessor and Lessee entered into a Tower Lease Agreement dated August 14, 2012, as amended by that certain First Amendment to Tower Lease Agreement dated September 10, 2013 (the "Agreement") whereby Lessee leases from Lessor certain ground and tower space at Lessor's tower located at 101 N. Locust, Pittsburg, Kansas 66762, as further described in the Agreement;

**WHEREAS**, Lessor desires to add three additional antennas to its existing array representing a one-third increase;

**WHEREAS**, Lessor and Lessee desire to amend the Agreement in order to modify Lessee's equipment installed at the site.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this Amendment as follows:

1. The above recitals are incorporated herein by reference. Except as expressly set forth in this Amendment, all defined terms herein used shall have the same meaning as set forth in the Agreement.
2. Exhibit B to the Agreement is hereby deleted in its entirety and replaced and superseded by and with Exhibit B-1 attached hereto and incorporated herein.
3. Commencing on the first (1<sup>st</sup>) day of the month following full execution of this Amendment, the monthly rent shall increase by \$339.67.
4. Section 6. EXTENSION RENTALS is hereby deleted in its entirety and replaced and superseded by the following:  
"The annual rental for the first (1<sup>st</sup>) additional four (4) year extension term shall be increased to Thirty Five Thousand Five Hundred Four and no/100 Dollars (\$35,504)."
5. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto. The Parties hereby ratify the Agreement, as amended by this Amendment.
6. The Agreement and this Amendment contain all agreements, promises or understandings between Lessor and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in

any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and/or this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this Amendment. Each of the Parties hereto warrants to the other that the person or persons executing this Amendment on behalf of such party has the full right, power and authority to enter into and execute this Amendment on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated above.

LESSOR:

**THE CITY OF PITTSBURG**

By: \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

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

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

\_\_\_\_\_

Witness

ATTEST:

By: \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

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

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

LESSEE:

**ALLTEL COMMUNICATIONS, LLC  
D/B/A VERIZON WIRELESS**

By: \_\_\_\_\_ (Seal)

Name: Lynn Ramsey

Title: Area Vice President Network

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

\_\_\_\_\_

Witness

## **EXHIBIT B-1**

### LESSEE' S EQUIPMENT

LESSEE is authorized to install and maintain the following equipment:

#### ANTENNA INFORMATION

ANTENNAS: twelve (12) antennas at 145' and 50' rad centers

Orientation: 330°/ 90°/ 210°/ 210°

Diameter of transmission line: 1 5/ 8"

Number of transmission lines: twelve ( 12)

Diameter of hybrid cable: 1 5/8" and 5/8"

Number of hybrid cable: one (1) 1 5/8" and three (3) 5/8"

RRU's : three (3) at 145'

Distribution Box: one (1) at 145'

#### **Frequencies:**

- CDMA (Cellular A-Band) – TX: 869-880, 890-891.5 MHz; RX: 824-835, 845-846.5 MHz
- LTE (Upper C) – TX: 746-757 MHz, RX: 776-787 MHz
- AWS B – TX: 2120-2130 MHz, RX: 1720-1730 MHz
- AWS F – TX: 2145-2155 MHz, RX: 1745-1755 MHz

**COMMERCIAL LEASE AGREEMENT**

**Date: May 1, 2014**

**Lessor: South Kansas & Oklahoma Railroad, Inc.  
c/o Brad Snow, Director of Real Estate  
315 West 3<sup>rd</sup> Street  
Pittsburg, Kansas 66762**

**Lessee: City of Pittsburg  
Attn: City Clerk  
201 West 4<sup>th</sup> Street  
Pittsburg, Kansas 66762**

**Leased Premises:**

The real property located at Pittsburg, Crawford County, Kansas, more particularly described as follows on Exhibit A attached hereto.

In consideration of the mutual covenants and agreements set forth in this lease, and subject to the terms and provisions herein, Lessor leases to Lessee and Lessee leases from Lessor, the Leased Premises described above.

1. **Initial Term.** The Initial Term of this Lease shall be for a period of One Hundred (100) years, commencing on the 1<sup>st</sup> day of May, 2014, and shall terminate on the 30th day of April, 2114.
2. **Option to Renew.** Provided that Lessee has substantially complied with all terms and conditions of this Lease, Lessee shall have the option to renew this Lease for an additional one hundred (100) year term, commencing immediately upon the expiration of the Initial Term (the Renewal Term).

Should Lessee cease to operate and maintain a parking lot on the premises for a period of more than two (2) years, Lessor, at its option, may terminate this Lease and take possession of the premises.

3. **Rent.** As rent for the use and occupancy of the Leased Premises, Lessee agrees to pay to Lessor rental in the amount of Ten Dollars (\$10.00) per year, commencing on the the 1<sup>st</sup> day of May, 2014, and continuing annually at the same rate through the remainder of the Lease.
4. **Possession and Use of the Leased Premises.** Provided this Lease has been fully executed, possession of the Leased Premises will be delivered to Lessee on May 1, 2014.

The Leased Premises will be paved by Lessee and used by Lessee as a parking lot for the entire term of this Lease, and may not be used for any other purpose without Lessor's prior written consent.

Lessor covenants and agrees that Lessee shall have sole, exclusive, quiet and peaceable possession of the Leased Premises during the entire term hereof upon Lessee's full and complete performance of each covenant and condition on its part to be paid, kept and/or performed.

Lessee covenants that it will not make or suffer any unlawful, improper or offensive use of the Leased Premises, nor allow the Leased Premises or any part thereof to be used for: (a) the creation or maintenance of a public nuisance; (b) anything which is against public regulations or rules of any public authority at any time applicable to the Leased Premises; or (c) any purpose or in any manner which will obstruct, interfere with, or infringe on the rights of owners of adjoining property.

5. **Taxes.** During the term of this Lease, real estate taxes and assessments against the Leased Premises, if any, shall be paid by Lessee.

Lessee shall pay, on or before the dates due, all taxes and assessments levied or assessed against equipment or other personal property on the Leased Premises, as well as all taxes and

assessments levied or assessed against the business conducted on the Leased Premises at any time during the term of this Lease.

6. **Utilities.** Lessee shall pay promptly when due all charges for the furnishing of electricity, gas, water, garbage service, telephone service and any other public utilities to the Leased Premises during the term of this Lease.
7. **Indemnity Agreement.** Lessor shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the premises by Lessee or the condition of the Leased Premises, including those arising out of damages or losses occurring on parking lots, sidewalks and other areas adjacent to the Leased Premises during any term of this Lease. Lessee agrees to and does hereby indemnify Lessor from all costs, expenses, liability, loss, or other claims or obligations resulting from any such injuries or losses. Lessee shall not be required to defend, indemnify, hold harmless and save the Lessor for negligent acts or omissions of the Lessor or the Lessor's authorized representatives or employees.
8. **Insurance.** Lessee shall cause to be maintained in force during the term of this Lease a policy or policies insuring the parking lot and improvements of which the Leased Premises is a part, and all equipment and other personal property, against loss due to fire and other hazards; the amount of such coverage shall be in the maximum insurable value.

Lessee shall additionally procure and maintain in force at all times during this Lease, a comprehensive public liability and property damage insurance policy, with limits not less than One Million Dollars (combined single limit bodily injury and property damage), insuring against liability for damage claims through public use of or arising out of accidents occurring in or around the Leased Premises.

The insurance policy or policies shall name Lessor as "Additional Insured", and provide coverage for contingent liability

of Lessor (and/or any owner of the real property of which the Leased Premises is a part) on any claims or losses. A certificate or certificates of all coverage required hereunder shall be delivered to Lessor prior to or at commencement of the lease, and each such certificate shall affirmatively state that such policy shall not be canceled, amended, or allowed to lapse without not less than (10) ten days prior written notice to Lessor.

Nothing in this Lease shall be construed so as to authorize or permit any insurer of Lessor or Lessee to be subrogated to any right of Lessor or Lessee against the other arising under this Lease. Lessor hereby releases Lessee and Lessee hereby releases Lessor to the extent of any insurance coverage for any loss or damage caused by fire or other casualty, even if such fire or other casualty shall be brought about by the fault or the negligence of the other party or persons for whose acts or negligence the other party is responsible to the extent permitted by the respective insurers. Lessor and Lessee shall use their best efforts to obtain, and shall notify the other in writing, of the receipt of appropriate waivers of subrogation from their respective insurance carriers giving effect to this paragraph.

9. Improvements Property of Lessor. All alterations, changes, and improvements built, constructed, or placed on the Leased Premises by Lessee, and any replacements other than of movable personal property owned by Lessee, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the Leased Premises at the expiration or sooner termination of this lease. Lessor hereby consents and agrees to Lessee establishing an entrance and exit to the leased property from Larry Garman Avenue no more than forty feet (40') in width approximately eighty-five feet (85') east of the intersection of Broadway and Larry Garman Avenue.
10. Maintenance of Premises. During the entire term of this Lease, Lessee shall, at its own cost and expense, maintain the entire Leased Premises. Garbage shall be disposed of regularly and properly, all grass and other lawn areas shall be maintained.

- 11. Waste Disposal.** Lessee shall dispose of all waste and byproducts generated in the operation of Lessee's business in a safe manner, and in compliance with all waste disposal regulations issued by any governmental authority. Upon termination of this Lease, all clean-up, closure, or similar costs incurred to comply with any such regulations shall be borne by Lessee.
- 12. Assignment and Subletting.** Lessee shall not assign this agreement nor sublet the leased premises or any interest therein without first obtaining the written consent of Lessor. A consent by Lessor to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. An assignment or subletting without the written consent of Lessor, or an assignment or subletting by operation of law, shall be void. Lessor hereby consents to and approves a sublease of the south 55 feet (55') of the leased premises to Mike Bitner d/b/a Bitner Motors (the Sublessee) on the same terms and conditions as Lessor currently leases to said property to the Sublessee.
- 13. Future Restoration of Rail Service.** Any interim use by Lessee or its assigns will be subject to the possibility of future restoration of rail service. In the event Lessor elects to restore rail service over the "Leased Premises", Lessor agrees to provide Lessee, at least ninety (90) days advance written notice and to reimburse Lessee for the cost of all capital improvements Lessee has made to the "Leased Premises" that is effected by the restored rail services prior to receiving such written notice from Lessor. Lessee agrees to transfer, at no cost to Lessor, the "Leased Premises" back to Lessor, free and clear of any encumbrances or liens not in effect prior the date of this agreement. The use of the "Leased Premises" will not impair future restoration of rail service. Lessee shall not do any of the following without the prior written consent of Lessor, which consent shall not be reasonably withheld: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the "Leased Premises"; (b) cause or permit any lien, encumbrance, mortgage, deed of trust,

right, restriction or easement to be placed upon the "Leased Premises"; or (c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Lessee's actions or omission, including failure to make a required payment, or (d) convey any interest in the "Leased Premises", including but not limited to conveyances of title and transfers of development rights.

14. **Notices.** Any and all notices or other communication required or permitted by this agreement shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, on the second day after being deposited in the United States mail, certified, postage prepaid, addressed to the applicable party at the address as noted on the first page of this agreement, or to such other address as designated by notice to the other party in accordance with this paragraph.
15. **Waiver of Breach.** The waiver by Lessor of any breach of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this agreement.
16. **Rights and Remedies Cumulative.** The rights and remedies provided by this agreement are cumulative and the use of any one right or remedy by Lessor shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights Lessor may have by law, statute, ordinance or otherwise.
17. **Parties Bound.** Subject to the provisions of this agreement against assignment of the Lessee's interest hereunder, all provisions of this agreement shall extend to and be binding upon the parties hereto, and their heirs, successors, representatives and assigns.
18. **Prior Agreements Superseded.** This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties

respecting the Leased Premises.

19. Amendment. No amendment, modification, or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

LESSOR:

SOUTH KANSAS & OKLAHOMA RAILROAD, INC.

By: \_\_\_\_\_  
Director of Real Estate

LESSEE:

CITY OF PITTSBURG,  
KANSAS

By: \_\_\_\_\_  
Mayor,  
Monica Murnan

Attest:

\_\_\_\_\_  
City Clerk – Tammy Nagel

**EXHIBIT A**

**Lots 38 through 48 of Block 1 of the Pittsburg Town Company's First Addition to the City of Pittsburg, Kansas**

# REAL ESTATE SUBLEASE AGREEMENT

THIS SUBLEASE dated as of this 5<sup>th</sup> DAY OF May, 2014, between THE CITY OF PITTSBURG, KANSAS ("Lessor"), and MIKE BITNER d/b/a BITNER MOTORS ("Lessee").

For and in consideration of the mutual benefits and obligations set forth in this Lease, the Parties agree to be bound as follows:

## 1. LEASED PROPERTY.

Lessor hereby leases to Lessee the property ("Property") (sometimes referred to as the "Leased Premises") located in the Town of Pittsburg, Southeast corner of 11<sup>th</sup> Street & Broadway, County of Crawford, and State of Kansas. Leased Premises is defined exclusively as the south 55 feet (55') of Lots 38 through 48 of Block 1 of Pittsburg Town Company's First (1<sup>st</sup>) Addition to the City of Pittsburg, Kansas.

## 2. TERM.

The term of this Lease ("Lease Term") shall commence at 12:01 a.m. on May 1, 2014 ("Commencement Date") and shall last for a period of one year ending at 11:59 a.m. on the date immediately preceding the anniversary date of the Commencement date April 30, 2015 ("Termination Date") unless earlier terminated by either party with thirty (30) days written notice.

## 3. RENT.

3.1 Rent for the Leased Premises ("Rent"), shall be **\$250.00 per month**, payable monthly, in advance, on the Commencement Date May 1, 2014. Lessee shall send all payments to Watco Transportation Services attn: Real Estate Dept. **315 W. 3<sup>rd</sup> ST. Pittsburg, KS 66762** or to such other address as Lessor may indicate by written notice to Lessee in accordance with the terms of this Lease.

3.2 Lessee shall make all payments without prior demand, setoff, or counterclaim. Lessor may apply each payment when received in such order as Lessor may determine, regardless of any rule, law, practice or custom between Lessor and Lessee. No payment shall operate as an accord and satisfaction, notwithstanding any statement or endorsement accompanying such payment.

3.3 If Lessee does not make the payments for a period of thirty (30) days from the day same shall have been due and payable, then Lessee shall pay a service charge at the rate of 1.5% per month (or at the legal maximum in the jurisdiction in which the Premises are located, whichever is less) on the amount of any such unpaid amount. Notwithstanding the foregoing, in the event Lessee does not make a payment for a period of sixty (60) days from the day same shall have been due and payable, then Lessee shall give up all rights upon its non-payment and Lessor shall have the right to terminate this Lease immediately.

## 4. USE.

4.1 Lessee shall use the Leased Premises solely for automobile sales and for no other purpose ("Use"), without the prior written consent of Lessor.

4.2 Neither Party shall allow the Leased Premises to be used by any other person or firm without the prior written consent of the other Party.

4.3 Lessee shall, at its sole cost and expense, promptly comply with all present and future laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any governmental authority or court of competent jurisdiction affecting the Use and condition of the Leased Premises and any equipment placed or used thereon and Lessee's operations and activities on the Leased Premises ("Legal Requirements"). Lessee shall obtain all permits required by any federal, state, municipal or other governmental entity necessary for Industry's Use of the Leased Premises as outlined in this Section.

5. **RESERVED FACILITIES.**

5.1 Lessor reserves the right to operate, maintain, repair, replace, augment, or relocate (provided that said relocation does not unreasonably interfere with Lessee's Use of the Leased Premises for the purposes set forth in Section 4) any Reserved Facilities, as defined in Section 5.2, existing within or adjacent to the Leased Premises. This Lease is subject and subordinate to any right which Lessor or any easement holder, lessee, or licensee of Lessor may have in the Reserved Facilities. Lessee shall not interfere with the maintenance or operation of the Reserved Facilities, or the rights of any easement holders, lessees, or licensees with respect thereto.

5.2 "Reserved Facilities" means existing tracks, pipes, conduits, thoroughfares, roads, tunnels, electric communication and signal transmission lines and poles and guys for such lines, and any other facilities of similar nature on, above or below the ground, belonging to any party whomsoever.

5.3 Lessor reserves the right to use the Leased Premises provided that such use does not unreasonably interfere with the Use thereof by Lessee.

6. **TAXES AND ASSESSMENTS.**

Lessor is responsible for the payment of real estate property taxes. Lessee is responsible for all other taxes and assessments (as presently charged or amended in the future) associated with its Use of the Leased Premises. Lessee shall keep the Leased Premises free and clear of any liens or judgments for unpaid taxes and assessments for which Lessee is responsible.

7. **UTILITIES.**

Lessee, at its sole cost and expense (including fees for permits and similar documents), shall obtain all utility services required or desired by Lessee, including the installation of meters and submeters if none exist. Lessee shall be responsible for all charges for utilities consumed by, and supplied to, Lessee by the provider thereof. To the extent any existing utility services on the Leased Premises are used by Lessee with Lessor's prior, written consent, and are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion of the cost of the utility services.

8. **CONDITION OF PREMISES AND MAINTENANCE.**

8.1 Lessee has fully inspected and accepts the Leased Premises in "as is" condition. Lessor makes no representations as to the zoning, condition, utility, or fitness of the Premises for any use.

8.2 Lessee shall perform all maintenance (including without limitation snow and ice removal) and repairs necessary to keep the Premises and any improvements now or hereafter existing thereon (including without limitation any adjacent walkways, roads, and parking areas) in good order and in safe condition. Lessor shall have no obligation whatsoever to maintain or repair the Premises.

9. **SIGNS AND IMPROVEMENTS.**

Lessee shall not place any sign, advertising, or improvements on the Leased Premises without the prior written consent of Lessor. If Lessee fails to remove improvements and other property of Lessee and of any other party following lease termination or expiration, Lessor may elect to retain such improvements or property, or enter the Leased Premises and raze or remove same and Lessee hereby waives any claim or right of action with respect thereto. Lessee shall pay Lessor all of Lessor's costs related to such razing or removal, including without limitation storage and transportation. Lessee shall indemnify, defend and save harmless Lessor from and against any claim or action by any party brought or asserted against Lessor with respect to such retention, razing, or removal.

10. **ASSIGNMENT AND SUBLETTING.**

Lessee shall not assign, license or transfer any portion of Lessee's interest in this Lease or the Leased Premises without the prior written consent of Lessor, and any attempt to do so without such consent shall render same null and void. Lessee shall not permit any security interest in any third party to attach to the Leased Premises or any part thereof, or any improvements or any personal property now or hereafter placed or kept thereon, without the prior written consent of Lessor, and any attempt to do so without such consent shall render same null and void.

11. **LIABILITY.**

**11.1 EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF LESSOR, LESSEE SHALL RELIEVE, INDEMNIFY, AND DEFEND LESSOR AGAINST AND FROM ALL EXPENSES, DAMAGES, ACTIONS, FINES,**

**PENALTIES, CLAIMS, JUDGEMENTS, SETTLEMENTS, AND DEMANDS OF EVERY KIND OR NATURE, INCLUDING REASONABLE COUNSEL, INVESTIGATOR AND EXPERT FEES, ARISING OUT OF ANY FAILURE BY LESSEE TO PERFORM ANY OF THE AGREEMENTS, TERMS, COVENANTS, OR CONDITIONS OF THIS LEASE, AND ANY BODILY INJURY, DEATH, OR PROPERTY LOSS OR DAMAGE TO OR OF ANY PERSON OR ENTITY THAT COMES UPON THE LEASED PREMISES OR APPURTENANCES THERETO, OR ON OR UNDER THE WALKWAYS, ROADWAYS, SIDEWALKS, CURBS, OR LOADING AREAS CONTIGUOUS THERETO, HOWEVER OCCURRING, AND ALSO FOR ANY MATTER GROWING OUT OF THE CONDITION, OCCUPATION, MAINTENANCE, ALTERATION, REPAIR, USE, OR OPERATION OF THE LEASED PREMISES OR APPURTENANCES THERETO OR ANY PART THEREOF, OR OF THE WALKWAYS, ROADWAYS, SIDEWALKS, CURBING, AND LOADING AREAS CONTIGUOUS THERETO.**

**11.2 LESSOR SHALL RELIEVE, INDEMNIFY, AND DEFEND LESSEE AGAINST AND FROM ALL EXPENSES, DAMAGES, ACTIONS, FINES, PENALTIES, CLAIMS, JUDGMENTS, SETTLEMENTS, AND DEMANDS OF EVERY KIND OR NATURE, INCLUDING REASONABLE COUNSEL, INVESTIGATOR AND EXPERT FEES, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF LESSOR.**

**11.3 THE NEGLIGENT ACTS OR OMISSIONS OF ANY TENANT, INVITEE, LICENSEE, EMPLOYEE, CONTRACTOR, AGENT OR GRANTEE OF LESSEE OCCURRING ON THE LEASED PREMISES SHALL BE DEEMED THE NEGLIGENCE OF THE LESSEE. THE NEGLIGENT ACTS OR OMISSIONS OF ANY TENANT, INVITEE, LICENSEE, EMPLOYEE, CONTRACTOR, AGENT OR GRANTEE OF LESSOR OCCURRING ON THE LEASED PREMISES SHALL BE DEEMED THE NEGLIGENCE OF THE LESSOR.**

**11.4 LESSEE AND LESSOR SHALL PAY PROPORTIONATE SHARES OF THE LOSS THAT ARISES OUT OF THE JOINT OR CONCURRING NEGLIGENCE OF LESSEE AND LESSOR; PROVIDED, HOWEVER, THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS IMPAIRING THE RIGHT OF EITHER PARTY TO SEEK CONTRIBUTION OR INDEMNIFICATION FROM A THIRD PERSON.**

## **12. ENVIRONMENTAL COMPLIANCE.**

**12.1 RESPONSIBILITY FOR ENVIRONMENTAL CLAIMS (AS DEFINED IN SECTION 12.5) AS BETWEEN THE PARTIES SHALL BE BORNE AS FOLLOWS:**

- (I) LESSOR SHALL BE RESPONSIBLE FOR ENVIRONMENTAL CLAIMS ARISING FROM: (A) ENVIRONMENTAL CONDITIONS EXISTING ON THE LEASED PREMISES PRIOR TO THE DATE OF THIS LEASE, OR (B) USE OF THE LEASED PREMISES BY LESSOR OR ITS LICENSEES OR CONTRACTORS FROM AND AFTER THE DATE OF THIS LEASE PURSUANT TO SECTION 4 AND SECTION 5 UNLESS SUCH ENVIRONMENTAL CLAIMS**

**ARISE FROM LESSEE'S NEGLIGENCE IN WHICH EVENT LESSEE SHALL BE LIABLE AS SET FORTH IN SECTIONS 12.1(II) OR 12.1(III), OR (C) ITS FAILURE, OR THAT OF ITS LICENSEES OR CONTRACTORS, TO COMPLY WITH ITS OBLIGATIONS UNDER THIS LEASE WHEN SUCH FAILURE IS A CONTRIBUTING CAUSE TO SUCH ENVIRONMENTAL CLAIMS.**

- (II) LESSEE SHALL BE RESPONSIBLE FOR ENVIRONMENTAL CLAIMS ARISING FROM: (A) ENVIRONMENTAL CONDITIONS ON THE LEASED PREMISES FROM AND AFTER THE DATE OF THIS LEASE, OR (B) THE USE OF OR PRESENCE UPON THE LEASED PREMISES OF LESSEE, OR THAT OF ITS CONTRACTORS, INVITEES OR ANY UNAUTHORIZED THIRD PARTY; OR (C) ITS FAILURE, OR THAT OF ITS LICENSEES OR CONTRACTORS, TO COMPLY WITH ITS OBLIGATIONS UNDER THIS LEASE WHEN SUCH FAILURE IS A CONTRIBUTING CAUSE TO SUCH ENVIRONMENTAL CLAIMS.**
  
- (III) THE PARTIES HERETO SHALL BEAR IN PROPORTIONATE SHARES RESPONSIBILITY FOR ENVIRONMENTAL CLAIMS ARISING FROM THE JOINT RESPONSIBILITY OF LESSOR AND LESSEE AS SET FORTH IN SECTIONS 12.1(I) AND 12.1(II).**

**12.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.1(III), THE PARTY WHICH IS RESPONSIBLE SHALL RELEASE THE OTHER PARTY FROM ALL RESPONSIBILITY FOR SUCH ENVIRONMENTAL CLAIMS AND SHALL DEFEND, INDEMNIFY, PROTECT AND SAVE HARMLESS THE OTHER PARTY FROM AND AGAINST ALL SUCH ENVIRONMENTAL CLAIMS.**

**12.3 LESSEE SHALL GIVE IMMEDIATE WRITTEN NOTICE TO LESSOR OF ANY RELEASE OF HAZARDOUS SUBSTANCES ON OR FROM THE LEASED PREMISES, ANY VIOLATION OF ENVIRONMENTAL LAWS, INSPECTION OR INQUIRY OF GOVERNMENTAL AUTHORITIES CHARGED WITH ENFORCING ENVIRONMENTAL LAWS WITH RESPECT TO LESSEE'S USE OF THE LEASED PREMISES, OR ANY CONDITION OR ACTIVITY ON THE LEASED PREMISES WHICH CREATES A RISK OF HARM TO PERSONS, PROPERTY OR THE ENVIRONMENT.**

**12.4 IN THE EVENT ANY CLEANUP, RESPONSE, REMOVAL OR REMEDIATION OF ANY ENVIRONMENTAL CONDITION IS REQUIRED BY A GOVERNMENTAL ENTITY (HEREINAFTER COLLECTIVELY REFERRED TO AS "RESPONSE ACTION"), LESSEE SHALL NOT BE ENTITLED TO ANY DAMAGES, ACTUAL OR CONSEQUENTIAL, BY REASON OF THE RESPONSE ACTION'S INTERFERENCE WITH LESSEE'S USE OF THE LEASED PREMISES. IF ANY RESPONSE ACTION RESULTS IN A PORTION OF THE LEASED PREMISES BEING RENDERED UNUSABLE BY LESSEE FOR THE PURPOSES SET FORTH IN SECTION 4 FOR A PERIOD IN EXCESS OF 5 CONSECUTIVE DAYS, THE BASE RENT SHALL**

**BE REDUCED PRO RATA TO REFLECT THE PORTION OF THE LEASED PREMISES RENDERED UNUSABLE; HOWEVER, THERE SHALL BE NO ABATEMENT IN THE BASE RENT FOR ANY INTERFERENCE WITH LESSEE'S USE OF THE LEASED PREMISES DUE TO A RESPONSE ACTION FOR WHICH LESSEE IS EITHER PARTIALLY OR WHOLLY RESPONSIBLE PURSUANT TO SECTIONS 12.1(II) OR 12.1(III). IF ANY RESPONSE ACTION RESULTS IN A PORTION OF THE LEASED PREMISES BEING RENDERED UNUSABLE TO LESSEE FOR THE PURPOSES SET FORTH IN SECTION 4, FOR WHICH LESSEE IS NEITHER PARTIALLY OR WHOLLY RESPONSIBLE, FOR A PERIOD IN EXCESS OF 30 CONSECUTIVE DAYS, THE BASE RENT SHALL CONTINUE TO BE REDUCED PRO RATA AS OUTLINED ABOVE IF ANY RESPONSE ACTION RESULTS IN A PORTION OF THE LEASED PREMISES BEING RENDERED UNUSABLE TO LESSEE FOR THE PURPOSES SET FORTH IN SECTION 4, FOR WHICH LESSEE IS NEITHER PARTIALLY OR WHOLLY RESPONSIBLE, FOR A PERIOD IN EXCESS OF 120 CONSECUTIVE DAYS, THE BASE RENT WILL CONTINUE TO BE REDUCED PRO RATA AS OUTLINED ABOVE PLUS LESSEE SHALL HAVE THE OPTION OF TERMINATING THIS LEASE. LESSEE SHALL PERMIT LESSOR AND ITS CONTRACTORS FULL, UNRESTRICTED AND UNCONDITIONAL ACCESS TO THE LEASED PREMISES FOR THE PURPOSE OF COMPLETING OR ENGAGING IN A RESPONSE ACTION FOR WHICH LESSOR HAS ANY RESPONSIBILITY OR, AT LESSOR'S OPTION, A RESPONSE ACTION FOR WHICH LESSEE IS RESPONSIBLE PURSUANT TO SECTIONS 12.1(II) OR 12.1(III) SHOULD LESSEE FAIL TO DILIGENTLY PURSUE AND COMPLETE SUCH RESPONSE ACTION TO THE SATISFACTION OF LESSOR. LESSOR'S COMPLETION OF ANY OF LESSEE'S OBLIGATIONS HEREUNDER SHALL NOT BE DEEMED A WAIVER OF LESSEE'S OBLIGATIONS UNDER THIS LEASE. LESSOR SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO CONDUCT REASONABLE INSPECTIONS OF LESSEE'S RESPONSE ACTION AND LESSEE SHALL PROVIDE LESSOR ALL INFORMATION REQUESTED BY LESSOR REGARDING LESSEE'S RESPONSE ACTION OR ANY ENVIRONMENTAL CLAIMS FOR WHICH LESSEE IS RESPONSIBLE.**

**12.6 THE TERM "ENVIRONMENTAL CLAIMS" MEANS ANY CLEANUP, RESPONSE, REMOVAL OR REMEDIATION REQUIRED BY A GOVERNMENTAL ENTITY, RELATED TO ANY ENVIRONMENTAL CONDITIONS AFFECTING THE AIR, SOIL, SURFACE WATERS, GROUND WATERS, STREAMS, SEDIMENTS AND SIMILAR ENVIRONMENTAL CONDITIONS CAUSED BY, RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THIS LEASE.**

**13. INSURANCE.**

**13.1** Lessee shall maintain continuously in effect a policy of comprehensive general liability insurance, including contractual liability covering the liability assumed by Lessee under the provisions of this Agreement, including but not limited to the provisions of Sections 11 and 12 hereof. Such insurance shall be in limits of not less than \$2,000,000.00 combined single limit, bodily injury and property damage liability each occurrence. Lessee shall furnish to Lessor certificates evidencing such insurance in companies and form acceptable to Lessor and providing not less than thirty (30) days notice of cancellation or any material change in coverage.

**13.2 (a)** If the Leased Premises consist of a building or other similar improvements owned by Lessor, Lessee shall pay the premium for fire and casualty insurance on the leased premises, and Lessee shall not do anything in or about said premises which will cause the cancellation of such insurance. At the request of Lessor, Lessee shall provide Lessor with a copy of Lessee's fire and casualty insurance policy.

**(b)** Lessee shall indemnify, save and keep harmless Lessor from all cost, damages, losses and expenses (including attorney's fees) suffered by Lessor and/or by the properties and improvements owned by Lessor as a result of the negligence of the Lessee, its customers, agents or employees and/or resulting from the failure of Lessee to comply with the terms and provisions of this Lease or with Lessee's duties and obligations as herein provided.

**(c)** Except if damaged by reason of negligence of the Lessor, its agents or employees, or failure of Lessor to comply with the obligations assumed by Lessor herein, Lessee assumes sole risk for all buildings and improvements on the leased premises at all times during the term of this Lease.

**13.3** All risk insurance on the property of the Lessee, or in Lessee's care, custody and control shall contain a waiver of subrogation against Lessor.

**13.4** If the leased premises consist of a building or other similar improvements owned by Lessor, and the leased premises shall be partly damaged or totally destroyed by fire or any other cause, other than caused by the negligence of the Lessor, its customers, agents or employees and/or resulting from the failure of Lessor to comply with the terms and provisions of this Lease or with Lessor's duties and obligations as herein provided, Lessee shall, at Lessee's expense, immediately restore such damage. The rent accruing during such restoration shall not be abated.

**14. CONDEMNATION.**

Subject to Lessee's right to recover from Lessor an amount equal to the depreciated value of the improvements that were placed on the Leased Premises by Lessee with Lessor's consent, if all or any part of the Leased Premises shall be acquired or taken under eminent domain proceedings, or transferred to a public authority in lieu of such proceedings, Lessor may terminate this Lease as of the date when possession is taken. Subject to the above, all damages awarded for such taking shall belong to and be the property of Lessor and Lessee shall have no claim against Lessor by reason of such taking or termination and shall not have any claim or right to any portion of the amount that may be awarded or paid to Lessor as a result of any such taking. In addition to the above, Lessee may make claims against the condemning authority for moving expenses, loss of fixtures, or other matters which do not affect the award otherwise payable to Lessor so long as such claim does not reduce the award otherwise payable to Lessor.

**15. DEFAULTS AND REMEDIES.**

**15.1** Should Lessee default in: (1) fulfilling any of the covenants or obligations of this Lease other than the covenants for making payments; or (2) if the Leased Premises become vacant or deserted; or (3) if the Leased Premises are damaged by reason of negligence or carelessness of Lessee, or its agents, then, in any one or more of such events, upon Lessor serving a thirty (30) day notice upon Lessee specifying the nature of said default, and upon the expiration of said thirty (30) days, if Lessee shall have failed to remedy such default, or if the said default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied within said thirty (30) day period and Lessee has not diligently commenced curing such default within such thirty (30) day period and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Lessor may serve a three (3) day notice of termination of this Lease upon Lessee, and upon the expiration of said three (3) days, this Lease and the Lease Term hereunder shall end and expire and Lessee shall then quit and surrender the Leased Premises to Lessor.

**15.2** If the notice provided for in Section 15.1 hereof shall have been given, and the term shall have expired as aforesaid; or (i) if Lessee shall default in making a timely payment as herein provided; or (ii) if any execution or attachment shall be issued against Lessee or any of Lessee's property whereupon the Leased Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Lessee; or (iii) if there occurs a Bankruptcy Default as defined in Section 16 hereof; then, and in any of such events, Lessor may, without notice, re-enter the Leased Premises either by force or otherwise, and dispossess Lessee and the legal representatives of Lessee or other occupant of the Leased Premises, by summary proceedings or otherwise, and remove their effects. Lessee hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Lessee shall default hereunder prior to the date fixed as the commencement of any renewal or extension of this Lease, Lessor may cancel and terminate such renewal or extension agreement by written notice.

**15.3** Lessor may, in addition to any other remedies set forth in this Section, suspend rail service (if applicable) in the event Lessee breaches any of the covenants in this Lease, and such

suspension may continue until such breach is remedied.

**16. BANKRUPTCY.**

If, at the date fixed as the Commencement Date or at any time during the Lease Term, there shall be filed by or against Lessee in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy, or there shall be commenced a case by or against Lessee under the Bankruptcy Code, or a petition filed in insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property (all the hereinabove collectively referred to as a "Bankruptcy Default"), Lessor may terminate this Lease in which event neither Lessee nor any person claiming through or under Lessee by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the Leased Premises, and shall immediately surrender the Leased Premises to Lessor. Lessor, in addition to the other rights and remedies Lessor has by virtue of any other provision contained herein or elsewhere in this Lease or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit, or monies received by it from Lessee or others on behalf of Lessee.

**17. DISCONTINUANCE.**

Lessor shall not be responsible for any loss or damage sustained by Lessee in consequence of any temporary elimination of the Tracks, or service thereover, due to circumstances beyond Lessor's reasonable control. However, the payment of any rent or additional rent will be prorated for the period of time the Tracks are out of service or service has been suspended under this section.

**18. NO WAIVER.**

The waiver by Lessor of any breach by Lessee of any term, covenant, obligation or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or a waiver of any other term, covenant, obligation or condition herein contained. The subsequent acceptance by Lessor of any Base Rent or Additional Rent due hereunder or any or all other monetary obligations of Lessee hereunder, whether or not denoted as Base Rent or Additional Rent hereunder, shall not be deemed to be a waiver of any preceding breach by Lessee, of any term, covenant, obligation or condition of this Lease, other than the failure of Lessee to make the particular payment so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term, obligation or condition of this Lease shall be deemed to have been waived by Lessor, unless such waiver is in a notice to Lessee executed by Lessor.

**19. NOTICES.**

Every notice, approval, consent, or other communication desired or required under this Lease shall be effective only if the same shall be in writing and sent postage prepaid by United States registered or certified mail (or a similar mail service available at the time), directed to the other party at its address set forth below, or such other address as either party may designate by notice given from time to time in accordance with this Section.

**Lessor:**

The City of Pittsburg, Kansas  
Attn: City Clerk  
201 West 4<sup>th</sup> Street  
Pittsburg, KS 66762

**Lessee:**

Bitner Motors  
1018 North Broadway  
Pittsburg, Kansas 66762

**20. BINDING ON SUCCESSORS.**

The covenants and agreements herein contained shall inure to the benefit of and be binding upon the successors, heirs, personal representatives, and assigns of the parties hereto, subject, however, to the provisions of Section 10 of this Lease.

**21. QUIET ENJOYMENT.**

Nothing herein contained shall imply or import a covenant on the part of Lessor for quiet enjoyment.

**22. ENTIRE AGREEMENT.**

The entire agreement between Lessor and Lessee is set forth in this Lease and there are no understandings, agreements, or representations of any kind between the parties, verbal or otherwise, other than as set forth in this Lease. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto.

**23. HEADINGS.**

The heading of each section of this Lease is for convenience only and it shall not affect any construction or interpretation of this Lease.

**24. RIGHT TO INSPECT AND EXHIBIT.**

Lessor shall have the right to enter the Leased Premises at reasonable hours in the day or night to examine and inspect the Leased Premises, make such repairs, additions or alterations as it may deem necessary for the safety, preservation or restoration of the Leased Premises and the improvements, if any, located thereon (there being no obligation, however, on the part of Lessor to make any such inspections, repairs, additions or alterations), or to exhibit the Leased Premises to prospective purchasers.

**25. MECHANICS' LIEN.**

In the event any mechanics' lien is filed against the Leased Premises as a result of alterations, additions or improvements made by Lessee, Lessor, at its option, upon thirty (30) days notice to Lessee, may terminate this Lease and may pay said lien, without inquiring into the validity thereof, and Lessee shall forthwith reimburse Lessor the total expense incurred by Lessor in discharging said lien.

**26. RECORDING.**

Lessee shall not record this Lease without the prior consent of Lessor.

**27. JOINT AND SEVERAL LIABILITY.**

If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Lessee, the liability of each individual, corporation, partnership or other business association to perform all covenants, obligations or conditions hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Lessee shall be a partnership or other business association, the members which are, by virtue of state or federal law, subject to personal liability, the liability of each such member shall be joint and several.

**28. SEVERABILITY.**

If any term, covenant, obligation or condition of this Lease or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by a final judgment or award which shall not be subject to change by appeal, then the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each covenant, agreement, obligation and other provision of this Lease is and shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, and not dependent on any other provision of this Lease unless expressly so provided.

**29. BROKERAGE COMMISSION.**

Any fees or commissions, with respect to the Leased Premises, due to a broker or finder are the sole responsibility of the Party that engaged those services.

**30. HOLDING OVER.**

Should Lessee hold over in possession of the Premises or any portion thereof after the expiration of the Lease Term or sooner termination as provided by this Lease without the execution of a new lease agreement or renewal agreement, Lessee, at the option of Lessor, shall be deemed to be occupying the entire Leased Premises from month to month, subject to such occupancy being terminated by either party upon thirty (30) days notice to the other party, at a monthly rental equal to 200% of Base Rent due for the month immediately preceding the termination of this Lease, and otherwise subject to all the other terms, covenants, obligations and conditions of this Lease insofar as the same may be applicable to a month to month tenancy, including the payment of all Additional Rent as defined in this Lease. The acceptance of rent by Lessor shall not be evidence that Lessor has exercised its option to treat Lessee as a holdover tenant pursuant to the option set forth above.

**31. THIRD PARTY BENEFICIARY.**

Nothing contained in this Lease shall be construed as to confer upon any other party the rights of a third party beneficiary.

**32. APPLICABLE LAW.**

This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Kansas.

**33. SURVIVAL.**

Any covenant, obligation or liability which arose, may have arisen or was incurred by either party hereto prior to the termination of this Lease shall survive the termination of this Lease.

**34. TERMINOLOGY.**

As used in this Lease, the terms "Lessor," "Lessee" and "party" shall include the subsidiaries, affiliates, directors, officers, agents and employees of Lessor and Lessee.

**35. EXHIBITS.**

The provisions typed on this page, and/or the following pages, and any exhibit or addendum to this Lease shall be deemed a part hereof.

**36. FORCE MAJEURE.**

Subject to the terms and conditions of this Lease and specifically excluding the obligation to pay Rent as provided for herein, if an event of force majeure has occurred, the non-performing party shall be excused from further performance or observance of its obligations under this Lease which are so affected for as long as such circumstances prevail and such party continues to use its reasonable efforts to recommence performance or observance as soon as possible and to whatever extent possible without delay. The non-performing party shall immediately notify the party to whom performance is due and describe at a reasonable level of detail the circumstances causing such Event of Default or delay.

**IN WITNESS WHEREOF**, the parties have executed this Lease as of the date first set forth above.

**Attest:**

**(LESSOR)**  
**City of Pittsburg, Kansas**

\_\_\_\_\_

**BY:** \_\_\_\_\_

**City Clerk – Tammy Nagel**

**Mayor – Monica Murnan**

**WITNESS:**

**(LESSEE)**  
**BITNER MOTORS**

\_\_\_\_\_

**BY:**  \_\_\_\_\_

| VENDOR I.D. | NAME       | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|------------|--------|------------|----------------|----------|----------|--------------|--------------|
| C-CHECK     | VOID CHECK | V      | 4/25/2014  |                |          | 172683   |              |              |

| * * T O T A L S * * | NO | INVOICE AMOUNT    | DISCOUNTS | CHECK AMOUNT |
|---------------------|----|-------------------|-----------|--------------|
| REGULAR CHECKS:     | 0  | 0.00              | 0.00      | 0.00         |
| HAND CHECKS:        | 0  | 0.00              | 0.00      | 0.00         |
| DRAFTS:             | 0  | 0.00              | 0.00      | 0.00         |
| EFT:                | 0  | 0.00              | 0.00      | 0.00         |
| NON CHECKS:         | 0  | 0.00              | 0.00      | 0.00         |
| VOID CHECKS:        | 1  | VOID DEBITS 0.00  |           |              |
|                     |    | VOID CREDITS 0.00 | 0.00      | 0.00         |

TOTAL ERRORS: 0

| VENDOR SET: 99 BANK: * | TOTALS: | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|------------------------|---------|----|----------------|-----------|--------------|
|                        |         | 1  | 0.00           | 0.00      | 0.00         |
| BANK: *                | TOTALS: | 1  | 0.00           | 0.00      | 0.00         |

| VENDOR I.D. | NAME                          | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|-------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 3997        | S&H FARM SUPPLY, INC.         | N      | 5/06/2014  |                |          | 000000   |              |              |
| 3516        | CITY OF PITTSBURG             | R      | 4/17/2014  |                |          | 172653   |              | 150.00       |
| 1           | HECKERT, ROGER                | R      | 4/17/2014  |                |          | 172654   |              | 205.00       |
| 6545        | CENTER POINT INC              | R      | 4/18/2014  |                |          | 172656   |              | 414.81       |
| 4263        | COX COMMUNICATIONS KANSAS LLC | R      | 4/18/2014  |                |          | 172657   |              | 73.34        |
| 1           | DAVIS, BARBARA                | R      | 4/18/2014  |                |          | 172658   |              | 50.00        |
| 1           | DAVIS, ERIC                   | R      | 4/18/2014  |                |          | 172659   |              | 50.00        |
| 1           | GREGORY, JESSE                | R      | 4/18/2014  |                |          | 172660   |              | 150.00       |
| 1           | HOPKINS, PAM                  | R      | 4/18/2014  |                |          | 172661   |              | 50.00        |
| 6987        | ROBERT E NANCE                | R      | 4/18/2014  |                |          | 172662   |              | 19,612.81    |
| 1           | QUINTEROS, LISA               | R      | 4/18/2014  |                |          | 172663   |              | 150.00       |
| 1108        | WESTAR ENERGY                 | R      | 4/18/2014  |                |          | 172664   |              | 3,027.53     |
| 1           | MIKE GARRETT RENTALS, LLC     | R      | 4/21/2014  |                |          | 172665   |              | 2,605.00     |
| 1           | IBRC                          | R      | 4/21/2014  |                |          | 172666   |              | 59.00        |
| 1           | BARTLOW, JOHN                 | R      | 4/25/2014  |                |          | 172675   |              | 320.00       |
| 1           | BELL, DANIEL                  | R      | 4/25/2014  |                |          | 172676   |              | 80.00        |
| 6891        | JORDAN M BROWN                | R      | 4/25/2014  |                |          | 172677   |              | 90.00        |
| 5506        | MIKE E BROWN                  | R      | 4/25/2014  |                |          | 172678   |              | 90.00        |
| 1           | BURKETT III, WESLEY LEWIS     | R      | 4/25/2014  |                |          | 172679   |              | 200.00       |
| 6887        | TRAVIS CARLTON                | R      | 4/25/2014  |                |          | 172680   |              | 90.00        |
| 3516        | CITY OF PITTSBURG             | R      | 4/25/2014  |                |          | 172681   |              | 1,200.00     |
| 4263        | COX COMMUNICATIONS KANSAS LLC | R      | 4/25/2014  |                |          | 172682   |              | 1,552.48     |

| VENDOR I.D. | NAME                          | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|-------------|-------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 1           | DOUGLAS, LARRY                | R      | 4/25/2014     |                   |          | 172684      |                 | 360.00          |
| 1           | EDWARDS, SUSIE                | R      | 4/25/2014     |                   |          | 172685      |                 | 704.00          |
| 1           | GEORGE, MICHAEL               | R      | 4/25/2014     |                   |          | 172686      |                 | 40.00           |
| 1           | HALL, SEAN                    | R      | 4/25/2014     |                   |          | 172687      |                 | 200.00          |
| 0239        | GREG HARDISTER                | R      | 4/25/2014     |                   |          | 172688      |                 | 87.20           |
| 1           | HARRIS, GABRIEL               | R      | 4/25/2014     |                   |          | 172689      |                 | 120.00          |
| 1           | JACKSON, CONWAY               | R      | 4/25/2014     |                   |          | 172690      |                 | 120.00          |
| 1           | JAMISON, DENNIS               | R      | 4/25/2014     |                   |          | 172691      |                 | 200.00          |
| 1           | KARLINGER, JEREMY JAMES       | R      | 4/25/2014     |                   |          | 172692      |                 | 40.00           |
| 1           | KNIGHT, RUSTY                 | R      | 4/25/2014     |                   |          | 172693      |                 | 240.00          |
| 0175        | REGISTER OF DEEDS             | R      | 4/25/2014     |                   |          | 172694      |                 | 28.00           |
| 0175        | REGISTER OF DEEDS             | R      | 4/25/2014     |                   |          | 172695      |                 | 20.00           |
| 0175        | REGISTER OF DEEDS             | R      | 4/25/2014     |                   |          | 172696      |                 | 56.00           |
| 1           | SAPORITO, AIMEE               | R      | 4/25/2014     |                   |          | 172697      |                 | 175.00          |
| 1           | SCIMECA, ALEXANDER            | R      | 4/25/2014     |                   |          | 172698      |                 | 200.00          |
| 0188        | SECRETARY OF STATE            | R      | 4/25/2014     |                   |          | 172699      |                 | 25.00           |
| 0349        | UNITED WAY OF CRAWFORD COUNTY | R      | 4/25/2014     |                   |          | 172700      |                 | 88.25           |
| 5371        | PITTSBURG FAMILY YMCA         | R      | 4/25/2014     |                   |          | 172701      |                 | 129.44          |
| 1           | YOGER, MICHAEL                | R      | 4/25/2014     |                   |          | 172702      |                 | 40.00           |
| 1           | BICKNELL FAMILY HOLDING CO    | R      | 5/02/2014     |                   |          | 172714      |                 | 200.00          |
| 6891        | JORDAN M BROWN                | R      | 5/02/2014     |                   |          | 172715      |                 | 90.00           |
| 5506        | MIKE E BROWN                  | R      | 5/02/2014     |                   |          | 172716      |                 | 90.00           |

| VENDOR I.D. | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 5759        | COMMUNITY HEALTH CENTER OF SEK | R      | 5/02/2014  |                |          | 172717   |              | 1,822.76     |
| 4263        | COX COMMUNICATIONS KANSAS LLC  | R      | 5/02/2014  |                |          | 172718   |              | 351.81       |
| 7151        | TOTALFUNDS BY HASLER           | R      | 5/02/2014  |                |          | 172719   |              | 1,000.00     |
| 0380        | KANSAS DEPARTMENT OF REVENUE   | R      | 5/02/2014  |                |          | 172720   |              | 50.00        |
| 1           | KITTERMAN, KEVIN               | R      | 5/02/2014  |                |          | 172721   |              | 4.00         |
| 1           | NPC INTERNATIONAL, INC.        | R      | 5/02/2014  |                |          | 172722   |              | 300.00       |
| 7168        | VERNON E. SELF                 | R      | 5/02/2014  |                |          | 172723   |              | 60.00        |
| 2350        | WASTE CORPORATION OF MISSOURI  | R      | 5/02/2014  |                |          | 172724   |              | 311.68       |
| 1108        | WESTAR ENERGY                  | R      | 5/02/2014  |                |          | 172725   |              | 208.16       |
| 6154        | 4 STATE MAINTENANCE SUPPLY INC | R      | 5/06/2014  |                |          | 172737   |              | 386.63       |
| 0003        | ACCO BRANDS DIRECT             | R      | 5/06/2014  |                |          | 172738   |              | 52.54        |
| 2004        | AIRE-MASTER OF AMERICA, INC.   | R      | 5/06/2014  |                |          | 172739   |              | 31.82        |
| 5966        | BOBCAT OF SPRINGFIELD, INC     | R      | 5/06/2014  |                |          | 172740   |              | 388.31       |
| 5759        | COMMUNITY HEALTH CENTER OF SEK | R      | 5/06/2014  |                |          | 172741   |              | 53.00        |
| 5857        | CREATIVE PRODUCT SOURCING INC  | R      | 5/06/2014  |                |          | 172742   |              | 2,576.22     |
| 6358        | FIRE X INC                     | R      | 5/06/2014  |                |          | 172743   |              | 31.50        |
| 0020        | FRANK FLETCHER, LLC            | R      | 5/06/2014  |                |          | 172744   |              | 853.00       |
| 6923        | HUGO'S INDUSTRIAL SUPPLY INC   | R      | 5/06/2014  |                |          | 172745   |              | 124.58       |
| 5770        | JOPLIN FREIGHTLINER SALES INC  | R      | 5/06/2014  |                |          | 172746   |              | 101.50       |
| 1571        | LOY, SAGEHORN, & HARDING, LLC  | R      | 5/06/2014  |                |          | 172747   |              | 49.60        |
| 4644        | MIDWAY FORD TRUCK CENTER, INC. | R      | 5/06/2014  |                |          | 172748   |              | 280.16       |
| 6462        | PKHLS ARCHITECTURE INC         | R      | 5/06/2014  |                |          | 172749   |              | 8,717.01     |

| VENDOR I.D. | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 6894        | R.M.I. GOLF CARTS              | R      | 5/06/2014     |                   |          | 172750      |                 | 14.95           |
| 6783        | ROCKMOUNT RESEARCH & ALLOYS IN | R      | 5/06/2014     |                   |          | 172751      |                 | 1,254.28        |
| 5988        | SETON IDENTIFICATION PRODUCTS, | R      | 5/06/2014     |                   |          | 172752      |                 | 36.45           |
| 6716        | SID BOEDEKER SAFETY SHOE SERVI | R      | 5/06/2014     |                   |          | 172753      |                 | 240.00          |
| 6979        | TURFWERKS                      | R      | 5/06/2014     |                   |          | 172754      |                 | 958.68          |
| 7053        | U.S. PEROXIDE, LLC             | R      | 5/06/2014     |                   |          | 172755      |                 | 950.00          |
| 5371        | PITTSBURG FAMILY YMCA          | R      | 5/06/2014     |                   |          | 172756      |                 | 380.00          |
| 0011        | AMERICAN ELECTRIC INC          | E      | 4/23/2014     |                   |          | 999999      |                 | 977.28          |
| 0026        | STANDARD INSURANCE COMPANY     | D      | 5/01/2014     |                   |          | 999999      |                 | 1,297.36        |
| 0034        | CRONISTER BROTHERS, INC        | E      | 4/23/2014     |                   |          | 999999      |                 | 190.86          |
| 0044        | CRESTWOOD COUNTRY CLUB         | E      | 4/23/2014     |                   |          | 999999      |                 | 269.88          |
| 0046        | ETTINGERS OFFICE SUPPLY        | E      | 4/23/2014     |                   |          | 999999      |                 | 940.46          |
| 0055        | JOHN'S SPORT CENTER            | E      | 4/23/2014     |                   |          | 999999      |                 | 845.00          |
| 0063        | LOCKE WHOLESALE SUPPLY         | E      | 4/23/2014     |                   |          | 999999      |                 | 646.40          |
| 0065        | KONE INC.                      | E      | 4/23/2014     |                   |          | 999999      |                 | 2,846.19        |
| 0078        | SUPERIOR LINEN SERVICE         | E      | 4/23/2014     |                   |          | 999999      |                 | 175.29          |
| 0084        | INTERSTATE EXTERMINATOR, INC.  | E      | 4/23/2014     |                   |          | 999999      |                 | 335.00          |
| 0087        | FORMS ONE                      | E      | 4/23/2014     |                   |          | 999999      |                 | 2,348.59        |
| 0088        | D & H LEASING INC              | E      | 4/23/2014     |                   |          | 999999      |                 | 362.67          |
| 0101        | BUG-A-WAY INC                  | E      | 4/23/2014     |                   |          | 999999      |                 | 150.00          |
| 0105        | PITTSBURG AUTOMOTIVE INC       | E      | 4/23/2014     |                   |          | 999999      |                 | 3,575.87        |
| 0112        | MARRONES INC                   | E      | 4/23/2014     |                   |          | 999999      |                 | 97.70           |

| VENDOR I.D. | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 0116        | DANIEL E BRADEN                | E      | 4/23/2014  |                |          | 999999   |              | 25.00        |
| 0117        | THE MORNING SUN                | E      | 4/23/2014  |                |          | 999999   |              | 258.53       |
| 0124        | AMERICAN BATTERY & ELECTRIC    | E      | 4/23/2014  |                |          | 999999   |              | 286.00       |
| 0128        | VIA CHRISTI HOSPITAL           | E      | 4/23/2014  |                |          | 999999   |              | 835.00       |
| 0129        | PROFESSIONAL ENGINEERING CONSU | E      | 4/23/2014  |                |          | 999999   |              | 5,272.86     |
| 0135        | PITTSBURG AREA CHAMBER OF COMM | E      | 4/23/2014  |                |          | 999999   |              | 36.00        |
| 0145        | BROADWAY LUMBER COMPANY, INC.  | E      | 4/23/2014  |                |          | 999999   |              | 1,587.01     |
| 0146        | CHAPMAN'S LOCKSMITHING         | E      | 4/23/2014  |                |          | 999999   |              | 23.75        |
| 0154        | BLUE CROSS & BLUE SHIELD       | D      | 4/18/2014  |                |          | 999999   |              | 37,929.15    |
| 0154        | BLUE CROSS & BLUE SHIELD       | D      | 4/25/2014  |                |          | 999999   |              | 28,070.14    |
| 0154        | BLUE CROSS & BLUE SHIELD       | D      | 5/01/2014  |                |          | 999999   |              | 29,703.24    |
| 0154        | BLUE CROSS & BLUE SHIELD       | D      | 5/02/2014  |                |          | 999999   |              | 30,940.54    |
| 0163        | O'REILLY AUTOMOTIVE INC        | E      | 4/23/2014  |                |          | 999999   |              | 201.29       |
| 0181        | INGRAM                         | E      | 4/23/2014  |                |          | 999999   |              | 49.02        |
| 0185        | MISSION CLAY PRODUCTS LLC      | E      | 4/23/2014  |                |          | 999999   |              | 28.56        |
| 0194        | KANSAS STATE TREASURER         | E      | 4/23/2014  |                |          | 999999   |              | 4,199.38     |
| 0196        | SPRING RIVER MENTAL HEALTH & W | E      | 4/23/2014  |                |          | 999999   |              | 35.00        |
| 0199        | KIRKLAND WELDING SUPPLIES      | E      | 4/23/2014  |                |          | 999999   |              | 4.50         |
| 0200        | SHERWIN WILLIAMS COMPANY       | E      | 4/23/2014  |                |          | 999999   |              | 151.15       |
| 0207        | PEPSI-COLA BOTTLING CO OF PITT | E      | 4/23/2014  |                |          | 999999   |              | 328.70       |
| 0276        | JOE SMITH COMPANY, INC.        | E      | 4/23/2014  |                |          | 999999   |              | 212.02       |
| 0289        | TITLEIST                       | E      | 4/23/2014  |                |          | 999999   |              | 271.70       |

| VENDOR I.D. | NAME                         | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|-------------|------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0300        | PITTSBURG FORD-MERCURY, INC. | E      | 4/23/2014     |                   |          | 999999      |                 | 2,847.79        |
| 0312        | HACH COMPANY, INC            | E      | 4/23/2014     |                   |          | 999999      |                 | 426.55          |
| 0317        | KUNSHEK CHAT & COAL CO, INC. | E      | 4/23/2014     |                   |          | 999999      |                 | 2,516.54        |
| 0321        | KP&F                         | D      | 4/25/2014     |                   |          | 999999      |                 | 38,205.45       |
| 0329        | O'MALLEY IMPLEMENT CO INC    | E      | 4/23/2014     |                   |          | 999999      |                 | 136.85          |
| 0332        | PITTCRAFT PRINTING           | E      | 4/23/2014     |                   |          | 999999      |                 | 365.00          |
| 0337        | CROSS-MIDWEST TIRE           | E      | 4/23/2014     |                   |          | 999999      |                 | 42.00           |
| 0339        | GENERAL MACHINERY            | E      | 4/23/2014     |                   |          | 999999      |                 | 891.87          |
| 0345        | VICTOR L PHILLIPS CO         | E      | 4/23/2014     |                   |          | 999999      |                 | 140.33          |
| 0375        | CONVENIENT WATER COMPANY     | E      | 4/23/2014     |                   |          | 999999      |                 | 37.96           |
| 0420        | CONTINENTAL RESEARCH CORP    | E      | 4/23/2014     |                   |          | 999999      |                 | 247.20          |
| 0444        | ROBERT BRENT LINDER          | E      | 4/23/2014     |                   |          | 999999      |                 | 222.00          |
| 0478        | VIETTI AUTO BODY INC         | E      | 4/23/2014     |                   |          | 999999      |                 | 1,374.11        |
| 0551        | DATA FLOW                    | E      | 4/23/2014     |                   |          | 999999      |                 | 137.67          |
| 0589        | BERRY TRACTOR & EQUIPMENT    | E      | 4/23/2014     |                   |          | 999999      |                 | 84.50           |
| 0728        | ICMA                         | D      | 4/25/2014     |                   |          | 999999      |                 | 948.93          |
| 0746        | CDL ELECTRIC COMPANY INC     | E      | 4/23/2014     |                   |          | 999999      |                 | 1,298.02        |
| 0805        | BROADWAY ANIMAL HOSPITAL PA  | E      | 4/23/2014     |                   |          | 999999      |                 | 816.98          |
| 0823        | TOUCHTON ELECTRIC INC        | E      | 4/23/2014     |                   |          | 999999      |                 | 704.74          |
| 0844        | HY-FLO EQUIPMENT CO          | E      | 4/23/2014     |                   |          | 999999      |                 | 3.75            |
| 1050        | KPERS                        | D      | 4/25/2014     |                   |          | 999999      |                 | 34,750.98       |
| 1321        | SHARP'S AUTOBODY CLINIC      | E      | 4/23/2014     |                   |          | 999999      |                 | 572.80          |

| VENDOR I.D. | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 1327        | KBI                            | E      | 4/23/2014  |                |          | 999999   |              | 400.00       |
| 1478        | KANSASLAND TIRE OF PITTSBURG   | E      | 4/23/2014  |                |          | 999999   |              | 495.44       |
| 1490        | ESTHERMAE TALENT               | E      | 4/23/2014  |                |          | 999999   |              | 50.00        |
| 1619        | MIDWEST TAPE, LLC              | E      | 4/23/2014  |                |          | 999999   |              | 100.96       |
| 1631        | EVERYTHING SEW SEW             | E      | 4/23/2014  |                |          | 999999   |              | 319.00       |
| 1733        | BOYD METALS OF JOPLIN INC      | E      | 4/23/2014  |                |          | 999999   |              | 120.90       |
| 2035        | O'BRIEN ROCK CO., INC.         | E      | 4/23/2014  |                |          | 999999   |              | 6,179.24     |
| 2161        | RECORDED BOOKS, LLC            | E      | 4/23/2014  |                |          | 999999   |              | 450.60       |
| 2186        | PRODUCERS COOPERATIVE ASSOCIAT | E      | 4/23/2014  |                |          | 999999   |              | 2,899.90     |
| 2767        | BRENNTAG SOUTHWEST, INC        | E      | 4/23/2014  |                |          | 999999   |              | 3,240.00     |
| 2960        | PACE ANALYTICAL SERVICES INC   | E      | 4/23/2014  |                |          | 999999   |              | 1,137.00     |
| 3185        | JOHN W. PETERSON               | E      | 4/23/2014  |                |          | 999999   |              | 110.00       |
| 3192        | MUNICIPAL CODE CORP            | E      | 4/23/2014  |                |          | 999999   |              | 387.20       |
| 3248        | AIRGAS USA LLC                 | E      | 4/23/2014  |                |          | 999999   |              | 270.04       |
| 3261        | PITTSBURG AUTO GLASS           | E      | 4/23/2014  |                |          | 999999   |              | 40.00        |
| 3288        | MAJESTIC SOFT TOUCH EXPRESS    | E      | 4/23/2014  |                |          | 999999   |              | 268.00       |
| 3571        | LARRY'S DIESEL REPAIR LLC      | E      | 4/23/2014  |                |          | 999999   |              | 155.40       |
| 3802        | BRENNTAG MID-SOUTH INC         | E      | 4/23/2014  |                |          | 999999   |              | 4,860.00     |
| 3971        | FASTENAL COMPANY               | E      | 4/23/2014  |                |          | 999999   |              | 404.01       |
| 4133        | T.H. ROGERS HOMECENTER         | E      | 4/23/2014  |                |          | 999999   |              | 611.81       |
| 4307        | HENRY KRAFT, INC.              | E      | 4/23/2014  |                |          | 999999   |              | 1,585.28     |
| 4390        | SPRINGFIELD JANITOR SUPPLY, IN | E      | 4/23/2014  |                |          | 999999   |              | 100.11       |

| VENDOR I.D. | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 4452        | RYAN INSURANCE                 | E      | 4/23/2014  |                |          | 999999   |              | 153.00       |
| 4618        | TRESA NOYES                    | E      | 4/23/2014  |                |          | 999999   |              | 950.61       |
| 4621        | JCI                            | E      | 4/23/2014  |                |          | 999999   |              | 644.00       |
| 4711        | PENGUIN RANDOM HOUSE, LLC      | E      | 4/23/2014  |                |          | 999999   |              | 90.00        |
| 5049        | CRH COFFEE INC                 | E      | 4/23/2014  |                |          | 999999   |              | 44.50        |
| 5185        | FERGUSON ENTERPRISES INC       | E      | 4/23/2014  |                |          | 999999   |              | 5,703.07     |
| 5295        | SPRINGFIELD BLUEPRINT          | E      | 4/23/2014  |                |          | 999999   |              | 123.64       |
| 5420        | AQUIONICS INC                  | E      | 4/23/2014  |                |          | 999999   |              | 811.03       |
| 5470        | COMBUSTION SERVICE INC         | E      | 4/23/2014  |                |          | 999999   |              | 883.00       |
| 5552        | NATIONAL SIGN CO INC           | E      | 4/23/2014  |                |          | 999999   |              | 939.90       |
| 5566        | VINYLPLEX INC                  | E      | 4/23/2014  |                |          | 999999   |              | 4,088.17     |
| 5581        | KOAM, LLC                      | E      | 4/23/2014  |                |          | 999999   |              | 500.00       |
| 5855        | SHRED-IT USA INC               | E      | 4/23/2014  |                |          | 999999   |              | 291.48       |
| 5904        | TASC                           | D      | 4/25/2014  |                |          | 999999   |              | 7,452.93     |
| 6117        | ALEXANDER OPEN SYSTEMS, INC    | E      | 4/23/2014  |                |          | 999999   |              | 437.50       |
| 6175        | HENRY C MENGHINI               | E      | 4/23/2014  |                |          | 999999   |              | 626.80       |
| 6203        | SOUTHWEST PAPER CO INC         | E      | 4/23/2014  |                |          | 999999   |              | 255.21       |
| 6389        | PROFESSIONAL TURF PRODUCTS LP  | E      | 4/23/2014  |                |          | 999999   |              | 309.66       |
| 6415        | ING FINANCIAL ADVISORS         | D      | 4/25/2014  |                |          | 999999   |              | 3,925.00     |
| 6718        | NATIONAL SCREENING BUREAU      | E      | 4/23/2014  |                |          | 999999   |              | 172.00       |
| 6805        | WELLNESS INNOVATIONS & NURSING | E      | 4/23/2014  |                |          | 999999   |              | 450.00       |
| 6952        | ADP INC                        | D      | 4/18/2014  |                |          | 999999   |              | 2,456.81     |

| VENDOR I.D. | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 6952        | ADP INC                        | D      | 4/25/2014  |                |          | 999999   |              | 2,598.36     |
| 6952        | ADP INC                        | D      | 5/02/2014  |                |          | 999999   |              | 605.90       |
| 7077        | MAJESTIC CAR WASH PITTSBURG, L | E      | 4/23/2014  |                |          | 999999   |              | 35.00        |
| 7159        | GOODYEAR COMMERCIAL TIRE, LLC  | E      | 4/23/2014  |                |          | 999999   |              | 1,966.68     |
| 7162        | ANDERSON LOCKSMITHING          | E      | 4/23/2014  |                |          | 999999   |              | 212.00       |

| * * T O T A L S * * | NO | INVOICE AMOUNT    | DISCOUNTS | CHECK AMOUNT |
|---------------------|----|-------------------|-----------|--------------|
| REGULAR CHECKS:     | 72 | 55,061.50         | 0.00      | 55,061.50    |
| HAND CHECKS:        | 0  | 0.00              | 0.00      | 0.00         |
| DRAFTS:             | 13 | 218,884.79        | 0.00      | 218,884.79   |
| EFT:                | 95 | 84,326.25         | 20.79CR   | 84,305.46    |
| NON CHECKS:         | 1  | 0.00              | 0.00      | 0.00         |
| VOID CHECKS:        | 0  | VOID DEBITS 0.00  |           |              |
|                     |    | VOID CREDITS 0.00 | 0.00      | 0.00         |

TOTAL ERRORS: 0

| VENDOR SET: 99 BANK: 80144 | TOTALS: | NO  | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|----------------------------|---------|-----|----------------|-----------|--------------|
|                            |         | 181 | 358,272.54     | 20.79CR   | 358,251.75   |
| BANK: 80144                | TOTALS: | 181 | 358,272.54     | 20.79CR   | 358,251.75   |

| VENDOR I.D. | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0011        | AMERICAN ELECTRIC INC          | E      | 4/28/2014     |                   |          | 999999      |                 | 107.63          |
| 0145        | BROADWAY LUMBER COMPANY, INC.  | E      | 4/28/2014     |                   |          | 999999      |                 | 78.01           |
| 0199        | KIRKLAND WELDING SUPPLIES      | E      | 4/28/2014     |                   |          | 999999      |                 | 16.53           |
| 0199        | KIRKLAND WELDING SUPPLIES      | E      | 5/05/2014     |                   |          | 999999      |                 | 16.53           |
| 0203        | GADES SALES CO INC             | E      | 5/05/2014     |                   |          | 999999      |                 | 119.53          |
| 0215        | BRYAN R MAIN                   | E      | 5/05/2014     |                   |          | 999999      |                 | 448.50          |
| 0300        | PITTSBURG FORD-MERCURY, INC.   | E      | 4/28/2014     |                   |          | 999999      |                 | 1,749.40        |
| 0328        | KANSAS ONE-CALL SYSTEM, INC    | E      | 4/28/2014     |                   |          | 999999      |                 | 689.80          |
| 0507        | SOUTHEAST KANSAS REGIONAL PLAN | E      | 4/21/2014     |                   |          | 999999      |                 | 2,850.00        |
| 0806        | JOHN L CUSSIMANIO              | E      | 4/28/2014     |                   |          | 999999      |                 | 253.00          |
| 0831        | WATER ENVIRONMENT FEDERATION   | E      | 4/28/2014     |                   |          | 999999      |                 | 64.00           |
| 0866        | AVFUEL CORPORATION             | E      | 4/21/2014     |                   |          | 999999      |                 | 26,746.94       |
| 0866        | AVFUEL CORPORATION             | E      | 4/28/2014     |                   |          | 999999      |                 | 35.00           |
| 0870        | PENNINGTON SEED INC            | E      | 4/21/2014     |                   |          | 999999      |                 | 688.60          |
| 2186        | PRODUCERS COOPERATIVE ASSOCIAT | E      | 5/05/2014     |                   |          | 999999      |                 | 28,217.05       |
| 3126        | W.W. GRAINGER, INC             | E      | 4/28/2014     |                   |          | 999999      |                 | 166.56          |
| 3272        | DUNCAN HOUSING LLC             | E      | 4/21/2014     |                   |          | 999999      |                 | 100.00          |
| 3971        | FASTENAL COMPANY               | E      | 4/28/2014     |                   |          | 999999      |                 | 92.06           |
| 4133        | T.H. ROGERS HOMECENTER         | E      | 4/28/2014     |                   |          | 999999      |                 | 15.20           |
| 4390        | SPRINGFIELD JANITOR SUPPLY, IN | E      | 4/28/2014     |                   |          | 999999      |                 | 65.40           |
| 4501        | JAMES D PATTERSON              | E      | 5/05/2014     |                   |          | 999999      |                 | 24.00           |
| 5014        | MID-AMERICA SANITATION         | E      | 5/05/2014     |                   |          | 999999      |                 | 710.00          |

| VENDOR I.D. | NAME                         | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 5195        | FERN AND ANGERMAYER LLC      | E      | 5/05/2014  |                |          | 999999   |              | 600.00       |
| 5590        | HD SUPPLY WATERWORKS, LTD.   | E      | 4/21/2014  |                |          | 999999   |              | 3,285.36     |
| 5702        | TIM BELL                     | E      | 4/28/2014  |                |          | 999999   |              | 523.36       |
| 6175        | HENRY C MENGHINI             | E      | 4/21/2014  |                |          | 999999   |              | 135.00       |
| 6192        | KATHLEEN CERNE               | E      | 5/05/2014  |                |          | 999999   |              | 600.00       |
| 6630        | PATRICK WALKER               | E      | 4/21/2014  |                |          | 999999   |              | 49.99        |
| 6666        | NEWARK CORPORATION           | E      | 4/28/2014  |                |          | 999999   |              | 11.69        |
| 6752        | CAREY STEIER                 | E      | 5/05/2014  |                |          | 999999   |              | 118.64       |
| 6816        | DEFFENBAUGH OF ARKANSAS LLC  | E      | 4/21/2014  |                |          | 999999   |              | 872.00       |
| 6822        | ELIZABETH BRADSHAW           | E      | 4/28/2014  |                |          | 999999   |              | 246.40       |
| 6865        | MICHAEL S COLE               | E      | 5/05/2014  |                |          | 999999   |              | 60.00        |
| 6995        | SUMMER WARREN                | E      | 4/28/2014  |                |          | 999999   |              | 140.00       |
| 7028        | MATTHEW L. FRYE              | E      | 4/21/2014  |                |          | 999999   |              | 400.00       |
| 7028        | MATTHEW L. FRYE              | E      | 5/05/2014  |                |          | 999999   |              | 400.00       |
| 7029        | ELISABETH GORDON             | E      | 4/28/2014  |                |          | 999999   |              | 210.00       |
| 7038        | SIGNET COFFEE ROASTERS       | E      | 5/05/2014  |                |          | 999999   |              | 36.00        |
| 7101        | HYDROWORX INTERNATIONAL, INC | E      | 5/05/2014  |                |          | 999999   |              | 11,409.75    |
| 7102        | LACIE COTTRELL               | E      | 4/28/2014  |                |          | 999999   |              | 227.52       |

| * * 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:                | 40            | 82,579.45      | 0.00      | 82,579.45    |
| 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 |
|----------------------------------|----|----------------|-----------|--------------|
|                                  | 40 | 82,579.45      | 0.00      | 82,579.45    |
| BANK: EFT TOTALS:                | 40 | 82,579.45      | 0.00      | 82,579.45    |

| VENDOR I.D. | NAME                      | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|---------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 7106        | GEORGIA BATES             | R      | 5/01/2014  |                |          | 172703   |              | 113.00       |
| 6266        | KENNETH JOSEPH BRADY      | R      | 5/01/2014  |                |          | 172704   |              | 274.00       |
| 6585        | CLASS HOMES 1 LLC         | R      | 5/01/2014  |                |          | 172705   |              | 91.00        |
| 6972        | TAVARRA HORN              | R      | 5/01/2014  |                |          | 172706   |              | 15.00        |
| 6168        | K AND B RENTALS LLC       | R      | 5/01/2014  |                |          | 172707   |              | 590.00       |
| 6517        | STACE MORRIS              | R      | 5/01/2014  |                |          | 172708   |              | 365.00       |
| 1800        | DAN RODABAUGH             | R      | 5/01/2014  |                |          | 172709   |              | 59.00        |
| 6451        | NAZAR SAMAN               | R      | 5/01/2014  |                |          | 172710   |              | 449.00       |
| 4897        | JOHN VINARDI              | R      | 5/01/2014  |                |          | 172711   |              | 441.00       |
| 4636        | WESTAR ENERGY, INC. (HAP) | R      | 5/01/2014  |                |          | 172712   |              | 880.00       |
| 0140        | A&M RENTALS               | E      | 5/02/2014  |                |          | 999999   |              | 780.00       |
| 0266        | JOHN S KUTZ               | E      | 5/02/2014  |                |          | 999999   |              | 695.00       |
| 0855        | CHARLES HOSMAN            | E      | 5/02/2014  |                |          | 999999   |              | 371.00       |
| 1008        | BENJAMIN M BEASLEY        | E      | 5/02/2014  |                |          | 999999   |              | 245.00       |
| 1231        | JOHN LOVELL               | E      | 5/02/2014  |                |          | 999999   |              | 266.00       |
| 1609        | PHILLIP H O'MALLEY        | E      | 5/02/2014  |                |          | 999999   |              | 5,662.00     |
| 1638        | VERNON W PEARSON          | E      | 5/02/2014  |                |          | 999999   |              | 545.00       |
| 1688        | DORA WARE                 | E      | 5/02/2014  |                |          | 999999   |              | 592.00       |
| 1961        | DUSTIN D MAJOR            | E      | 5/02/2014  |                |          | 999999   |              | 318.00       |
| 1982        | KENNETH STOTTS            | E      | 5/02/2014  |                |          | 999999   |              | 1,055.00     |
| 1985        | RICK A MOORE              | E      | 5/02/2014  |                |          | 999999   |              | 1,061.00     |
| 2304        | DENNIS HELMS              | E      | 5/02/2014  |                |          | 999999   |              | 216.00       |

| VENDOR I.D. | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 2542        | CHARLES YOST                   | E      | 5/02/2014  |                |          | 999999   |              | 1,009.00     |
| 2624        | JAMES ZIMMERMAN                | E      | 5/02/2014  |                |          | 999999   |              | 1,357.00     |
| 2718        | KENNETH B DUTTON               | E      | 5/02/2014  |                |          | 999999   |              | 277.00       |
| 2850        | VENITA STOTTS                  | E      | 5/02/2014  |                |          | 999999   |              | 480.00       |
| 2913        | KENNETH N STOTTS JR            | E      | 5/02/2014  |                |          | 999999   |              | 315.00       |
| 3067        | STEVE BITNER                   | E      | 5/02/2014  |                |          | 999999   |              | 5,223.00     |
| 3114        | PATRICIA BURLESON              | E      | 5/02/2014  |                |          | 999999   |              | 769.00       |
| 3142        | COMMUNITY MENTAL HEALTH CENTER | E      | 5/02/2014  |                |          | 999999   |              | 561.00       |
| 3193        | WILLIAM CROZIER                | E      | 5/02/2014  |                |          | 999999   |              | 1,091.00     |
| 3218        | CHERYL L BROOKS                | E      | 5/02/2014  |                |          | 999999   |              | 302.00       |
| 3272        | DUNCAN HOUSING LLC             | E      | 5/02/2014  |                |          | 999999   |              | 5,266.00     |
| 3273        | RICHARD F THENIKL              | E      | 5/02/2014  |                |          | 999999   |              | 1,351.00     |
| 3294        | JOHN R SMITH                   | E      | 5/02/2014  |                |          | 999999   |              | 664.00       |
| 3593        | REMINGTON SQUARE               | E      | 5/02/2014  |                |          | 999999   |              | 5,398.00     |
| 3668        | MID AMERICA PROPERTIES OF PITT | E      | 5/02/2014  |                |          | 999999   |              | 1,648.00     |
| 3708        | GILMORE BROTHERS RENTALS       | E      | 5/02/2014  |                |          | 999999   |              | 73.00        |
| 3724        | YVONNE L. ZORNES               | E      | 5/02/2014  |                |          | 999999   |              | 698.00       |
| 3746        | JAROLD BONBRAKE                | E      | 5/02/2014  |                |          | 999999   |              | 324.00       |
| 4218        | MEADOWLARK TOWNHOUSES          | E      | 5/02/2014  |                |          | 999999   |              | 2,184.00     |
| 4308        | KENNETH BATEMAN                | E      | 5/02/2014  |                |          | 999999   |              | 542.00       |
| 4492        | PITTSBURG SENIORS              | E      | 5/02/2014  |                |          | 999999   |              | 3,329.00     |
| 4546        | C & M PROPERTIES LLC           | E      | 5/02/2014  |                |          | 999999   |              | 76.00        |

| VENDOR I.D. | NAME                          | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|-------------|-------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 4564        | TERRY L SIMPSON               | E      | 5/02/2014     |                   |          | 999999      |                 | 491.00          |
| 4752        | S & N MANAGEMENT, LLC         | E      | 5/02/2014     |                   |          | 999999      |                 | 185.00          |
| 4786        | JENNIFER STANLEY              | E      | 5/02/2014     |                   |          | 999999      |                 | 343.00          |
| 4828        | LINDA G MARTINSON             | E      | 5/02/2014     |                   |          | 999999      |                 | 149.00          |
| 4928        | PITTSBURG STATE UNIVERSITY    | E      | 5/02/2014     |                   |          | 999999      |                 | 943.00          |
| 5035        | ZACK QUIER                    | E      | 5/02/2014     |                   |          | 999999      |                 | 346.00          |
| 5039        | VANETA MATHIS                 | E      | 5/02/2014     |                   |          | 999999      |                 | 276.00          |
| 5393        | CARLOS ANGELES                | E      | 5/02/2014     |                   |          | 999999      |                 | 1,296.00        |
| 5508        | BUTLER RENTALS INC            | E      | 5/02/2014     |                   |          | 999999      |                 | 131.00          |
| 5549        | DELBERT BAIR                  | E      | 5/02/2014     |                   |          | 999999      |                 | 271.00          |
| 5583        | ROBERT L NANKIVELL SR         | E      | 5/02/2014     |                   |          | 999999      |                 | 195.00          |
| 5653        | PEGGY HUNT                    | E      | 5/02/2014     |                   |          | 999999      |                 | 225.00          |
| 5656        | EARL HARTMAN                  | E      | 5/02/2014     |                   |          | 999999      |                 | 350.00          |
| 5658        | DEANNA J HIGGINS              | E      | 5/02/2014     |                   |          | 999999      |                 | 191.00          |
| 5660        | HERBERT WARING                | E      | 5/02/2014     |                   |          | 999999      |                 | 355.00          |
| 5676        | BARBARA TODD                  | E      | 5/02/2014     |                   |          | 999999      |                 | 34.00           |
| 5817        | JAMA ENTERPRISES LLP          | E      | 5/02/2014     |                   |          | 999999      |                 | 412.00          |
| 5854        | ANTHONY A SNYDER              | E      | 5/02/2014     |                   |          | 999999      |                 | 758.00          |
| 5875        | BRIAN WARE                    | E      | 5/02/2014     |                   |          | 999999      |                 | 451.00          |
| 5885        | CHARLES T GRAVER              | E      | 5/02/2014     |                   |          | 999999      |                 | 449.00          |
| 5896        | HORIZON INVESTMENTS GROUP INC | E      | 5/02/2014     |                   |          | 999999      |                 | 276.00          |
| 5906        | JOHN HINRICHS                 | E      | 5/02/2014     |                   |          | 999999      |                 | 189.00          |

| VENDOR I.D. | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 5939        | EDNA R TRENT                   | E      | 5/02/2014  |                |          | 999999   |              | 216.00       |
| 5957        | PASTEUR PROPERTIES LLC         | E      | 5/02/2014  |                |          | 999999   |              | 388.00       |
| 5961        | LARRY VANBECELAERE             | E      | 5/02/2014  |                |          | 999999   |              | 276.00       |
| 6002        | SALLY THRELFALL                | E      | 5/02/2014  |                |          | 999999   |              | 248.00       |
| 6032        | TIM J. RIDGWAY                 | E      | 5/02/2014  |                |          | 999999   |              | 768.00       |
| 6073        | REBECCA FOSTER                 | E      | 5/02/2014  |                |          | 999999   |              | 256.00       |
| 6108        | TILDEN BURNS, LLC              | E      | 5/02/2014  |                |          | 999999   |              | 380.00       |
| 6130        | T & K RENTALS LLC              | E      | 5/02/2014  |                |          | 999999   |              | 1,355.00     |
| 6150        | JAMES L COX                    | E      | 5/02/2014  |                |          | 999999   |              | 388.00       |
| 6161        | MICHAEL J STOTTS               | E      | 5/02/2014  |                |          | 999999   |              | 162.00       |
| 6172        | ANDREW A WACHTER               | E      | 5/02/2014  |                |          | 999999   |              | 217.00       |
| 6186        | TROY ROSENSTIEL                | E      | 5/02/2014  |                |          | 999999   |              | 109.00       |
| 6294        | RONALD E WUERDEMAN             | E      | 5/02/2014  |                |          | 999999   |              | 244.00       |
| 6295        | DAVID L PETERSON               | E      | 5/02/2014  |                |          | 999999   |              | 646.00       |
| 6298        | KEVAN L SCHUPBACH              | E      | 5/02/2014  |                |          | 999999   |              | 6,454.00     |
| 6317        | RONALD L EMERSON               | E      | 5/02/2014  |                |          | 999999   |              | 170.00       |
| 6380        | WAYNE E THOMPSON               | E      | 5/02/2014  |                |          | 999999   |              | 582.00       |
| 6391        | DOWNTOWN PITTSBURG HOUSING PAR | E      | 5/02/2014  |                |          | 999999   |              | 2,286.00     |
| 6441        | HEATHER D MASON                | E      | 5/02/2014  |                |          | 999999   |              | 835.00       |
| 6464        | PROX PROPERTY SOLUTIONS, LLC   | E      | 5/02/2014  |                |          | 999999   |              | 525.00       |
| 6507        | MARTHA E MOORE                 | E      | 5/02/2014  |                |          | 999999   |              | 223.00       |
| 6628        | SEAN HALL                      | E      | 5/02/2014  |                |          | 999999   |              | 400.00       |

| VENDOR I.D. | NAME                           | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 6647        | MICHAEL A SMITH                | E      | 5/02/2014  |                |          | 999999   |              | 700.00       |
| 6657        | OZARKS AREA COMMUNITY ACTION C | E      | 5/02/2014  |                |          | 999999   |              | 1,141.72     |
| 6673        | JUDITH A COLLINS               | E      | 5/02/2014  |                |          | 999999   |              | 491.00       |
| 6753        | REBECCA SPONSEL                | E      | 5/02/2014  |                |          | 999999   |              | 412.00       |
| 6763        | JEFFREY M WARY                 | E      | 5/02/2014  |                |          | 999999   |              | 345.00       |
| 6799        | KEVIN KITTERMAN                | E      | 5/02/2014  |                |          | 999999   |              | 255.00       |
| 6868        | DAVID SIMPSON (308)            | E      | 5/02/2014  |                |          | 999999   |              | 225.00       |
| 6886        | DELBERT BAIR                   | E      | 5/02/2014  |                |          | 999999   |              | 560.00       |
| 6905        | JENNIFER M TRISLER             | E      | 5/02/2014  |                |          | 999999   |              | 305.00       |
| 6916        | STILWELL HERITAGE & EDUCATIONA | E      | 5/02/2014  |                |          | 999999   |              | 5,609.00     |
| 6966        | CHARLOTTE BURGESS              | E      | 5/02/2014  |                |          | 999999   |              | 357.00       |
| 6971        | PAMELA BEER                    | E      | 5/02/2014  |                |          | 999999   |              | 317.00       |
| 7012        | RICKY R STEVENS                | E      | 5/02/2014  |                |          | 999999   |              | 207.00       |
| 7022        | STEVE HEFLEY                   | E      | 5/02/2014  |                |          | 999999   |              | 253.00       |
| 7024        | KIMBERLY GRISSOM               | E      | 5/02/2014  |                |          | 999999   |              | 614.00       |
| 7027        | CALVIN THOMAS                  | E      | 5/02/2014  |                |          | 999999   |              | 222.00       |
| 7083        | PITTSBURG HEIGHTS, LP          | E      | 5/02/2014  |                |          | 999999   |              | 3,172.00     |
| 7112        | RANDY VILELA PROPERTIES        | E      | 5/02/2014  |                |          | 999999   |              | 834.00       |
| 7150        | JOE W JONES                    | E      | 5/02/2014  |                |          | 999999   |              | 599.00       |

| VENDOR I.D.         | NAME            | STATUS  | CHECK DATE   | INVOICE AMOUNT | DISCOUNT | CHECK NO  | CHECK STATUS | CHECK AMOUNT |
|---------------------|-----------------|---------|--------------|----------------|----------|-----------|--------------|--------------|
| * * T O T A L S * * |                 |         |              |                |          |           |              |              |
|                     |                 | NO      |              | INVOICE AMOUNT |          | DISCOUNTS |              | CHECK AMOUNT |
|                     | REGULAR CHECKS: | 10      |              | 3,277.00       |          | 0.00      |              | 3,277.00     |
|                     | HAND CHECKS:    | 0       |              | 0.00           |          | 0.00      |              | 0.00         |
|                     | DRAFTS:         | 0       |              | 0.00           |          | 0.00      |              | 0.00         |
|                     | EFT:            | 97      |              | 86,805.72      |          | 0.00      |              | 86,805.72    |
|                     | 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     |                 |         |              |                |          |           |              |              |
| * * T O T A L S * * |                 |         |              |                |          |           |              |              |
|                     |                 | NO      |              | INVOICE AMOUNT |          | DISCOUNTS |              | CHECK AMOUNT |
| VENDOR SET: 99      | BANK: HAP       | TOTALS: | 107          | 90,082.72      |          | 0.00      |              | 90,082.72    |
| BANK: HAP           | TOTALS:         |         | 107          | 90,082.72      |          | 0.00      |              | 90,082.72    |

| VENDOR I.D. | NAME                  | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|-----------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 2519        | EAGLE BEVERAGE CO INC | R      | 4/24/2014  |                |          | 172667   |              | 177.30       |
| 2519        | EAGLE BEVERAGE CO INC | R      | 5/01/2014  |                |          | 172713   |              | 78.45        |

| * * T O T A L S * * | NO | INVOICE AMOUNT    | DISCOUNTS | CHECK AMOUNT |
|---------------------|----|-------------------|-----------|--------------|
| REGULAR CHECKS:     | 2  | 255.75            | 0.00      | 255.75       |
| 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   | 255.75         | 0.00      | 255.75       |
| BANK: MAN      | TOTALS:   |         | 2   | 255.75         | 0.00      | 255.75       |
| REPORT TOTALS: |           |         | 331 | 531,190.46     | 20.79CR   | 531,169.67   |

Passed and approved this 13<sup>th</sup> day of May, 2014.

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Monica Murnan, Mayor

ATTEST:

---

Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

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

(620) 231-4170

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** May 5, 2014

**SUBJECT:** Agenda Item – May 13, 2014  
2016 KLINK Resurfacing Program  
W. 4<sup>th</sup> Street (K-126), Broadway Street (US-69B) to Walnut Street

---

The City received an announcement and application to apply for KLINK Resurfacing Funds for Fiscal Year 2016. KLINK funds can be used to improve and resurface City connecting link streets of the State Highway System within the City's boundaries. Currently, Broadway Street and 4<sup>th</sup> Street are both listed on the State Highway System and are eligible for funding.

KDOT will participate in 50% of the cost of construction and construction engineering for improvements made to the approved projects. Staff has prepared the attached application for improvements to West 4<sup>th</sup> Street (K-126) from Broadway Street (US-69B) to Walnut Street to include 2" milling, overlay, pavement markings and the addition of bike lanes on each side of the street. KDOT will provide matching funding up to \$200,000.

KDOT required applications be submitted by May 9<sup>th</sup>, 2014, therefore, staff went forward with submittal of the application and will provide a verbal report to the City Commission at their May 13<sup>th</sup> meeting.



**City Connecting Links "KLINK"  
Resurfacing Program**

Fiscal Year 2016

Submittal Date

**1. General Applicant Information**

|   |   |
|---|---|
| a. Name of City   | <input type="text" value="Pittsburg"/>                                    |
| County of Project Location  | <input type="text" value="Crawford"/>                                     |
| Population of City  | <input type="text" value="20,233"/>                                       |
| State Highway of Project  | <input type="text" value="K-126"/>  |
| b. Name and title of primary contact person<br><i>Should be an elected official or employee of the City</i> | <input type="text" value="William A. Beasley, Director of Public Works"/> |
| Address   | <input type="text" value="201 W. Fourth; Pittsburg, Kansas 66762"/>       |
| Phone Number  | <input type="text" value="620-231-4170"/>                                 |
| Email   | <input type="text" value="Bill.Beasley2pittks.org"/>                      |

**2. Project Location and Description - Attach additional sheets as necessary**

|  |  |                                    |
|--|--|------------------------------------|
| Project Location   | <input type="text" value="K-126 (Fourth St. ) from US-69 to Walnut St."/>  |                                    |
| Project Length (in miles or feet)                          |  | <input type="text" value="4,130"/> |
| Project Scope (description of work: milling, overlay, etc) | <input type="text" value="Milling, Overlay, Pavement Markings (Addition of Bike Lanes on each side of street)"/> |                                    |

**3. Estimated Cost of the Project - (Construction Year)**

|   |   |
|---|---|
| a. Construction   | <input type="text" value="\$294,782.00"/> |
| b. Construction Engineering/Inspection                                      | <input type="text" value="\$15,000.00"/>  |
| c. Inflation Amount [(a+b) x inflation rate]<br>(Inflation Rate 2016= 8.2%) | <input type="text" value="\$25,402.12"/>  |
| d. Total Estimated Cost (a+b+c)   | <input type="text" value="\$335,184.12"/> |
| e. Local Match* (25% or 50% minimum required, depending on population)      | <input type="text" value="\$167,592.00"/> |
| f. Total Requested Amount from KDOT [(d-e), not to exceed \$200,000]        | <input type="text" value="\$167,592.00"/> |

*\*KDOT will participate in the cost of construction and construction engineering at the rate of 75% for cities with a population of less than 10,000 or 50% for cities with a population of 10,000 or greater, not to exceed \$200,000 of state funds.*

### 3. Coordination Information

a. Describe any known KDOT or other projects that may need coordination:

None are known

b. Has the proposed project been discussed or reviewed by any KDOT field staff? (yes/no)

Yes

If so, who?

George Dockery, P.E. Area Engineer

#### Attachment Checklist

- a. Project Map
- b. Completed details cost estimate

Submit Application by mail to:

Kansas Department of Transportation  
Bureau of Local Projects  
Eisenhower State Office Building  
700 SW Harrison, 3rd Floor- West Wing  
Topeka KS 66603-3745

Complete applications may also be emailed to [lpeplans@ksdot.org](mailto:lpeplans@ksdot.org). To confirm receipt, if you do not receive an email response, please follow up with a call to the Bureau of Local Projects at 785.296.3861.

Submit by Email



**FY 2016 KLINK  
WEST 4TH STREET  
PROJECT LIMITS**



**City of Pittsburg, Kansas**  
**Project No.**

**Engineer's Estimate of Probable Costs**      2" Mill and Overlay (HMA) with Pavement Markings

28-Apr-14

Improvement: KLINK 1R Resurfacing Project, FY 2015  
 Fourth St. from US-69 Bypass to Walnut Street

| ITEM NO. | DESCRIPTION  | UNIT | PARTICIPATING |              |              | NON-PARTICIPATING |              |            |
|----------|--|------|---------------|--------------|--------------|-------------------|--------------|------------|
|          |  |      | NO. OF UNITS  | UNIT COST    | TOTAL COST   | NO. OF UNITS      | UNIT COST    | TOTAL COST |
| 1        | Mobilization   | L.S. | 1             | \$ 15,000.00 | \$ 15,000.00 | -                 | \$ 15,000.00 | \$ -       |
| 2        | Traffic Control  | L.S. | 1             | 10,000.00    | 10,000.00    | -                 | 10,000.00    | -          |
| 3        | Milling  | S.Y. | 19,775        | 2.00         | 39,550.00    | -                 | 2.00         | -          |
| 4        | HMA Commercial Grade (Class A)                             | Tons | 2,175         | 70.00        | 152,250.00   | -                 | 70.00        | -          |
| 5        | Transporting Salvageable Material                          | L.S. | 1             | 15,000.00    | 15,000.00    | -                 | 15,000.00    | -          |
| 6        | Pavement Marking (Thermoplastic) (White) (6")              | L.F. | 14,424        | 1.50         | 21,636.00    | -                 | 1.50         | -          |
| 7        | Pavement Marking (Thermoplastic) (Yellow) (4")             | L.F. | 13,564        | 1.50         | 20,346.00    | -                 | 1.50         | -          |
| 8        | Pavement Marking (Thermoplastic) (White) (24")             | L.F. | 1,000         | 6.00         | 6,000.00     | -                 | 6.00         | -          |
| 9        | Pavement Marking Symbol (Cold Plastic) (White) (Bike Lane) | Each | 30            | 500.00       | 15,000.00    | -                 | 500.00       | -          |

Subtotal

\$ -

|                                |               |
|--------------------------------|---------------|
| Total                          | \$ 294,782.00 |
| Construction Engineering (Est) | \$ 15,000.00  |
| KDOT Share                     | \$ 154,891.00 |
| Local Share                    | \$ 154,891.00 |
| Total Project                  | \$ 309,782.00 |

Estimated Working Days Required = 25



DEPARTMENT OF PUBLIC WORKS

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

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## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** May 1, 2014

**SUBJECT:** Agenda Item – May 13, 2014  
Authority to Award Contract and Commitment of City Funds  
Broadway (US69-B) and 20<sup>th</sup> Street Intersection Improvements  
KDOT Project No. 19 U-0065-01/HSIP-U006(501)

---

The City of Pittsburg received notification from KDOT that bids were received on 26<sup>th</sup>, 2014 for the above-referenced project. The apparent low bid was received from Amino Brothers Company, Inc., of Kansas City, Kansas, with a bid of \$1,523,503.48. KDOT indicated that they consider this bid to be a satisfactory bid when compared with the engineer's estimate, and believe that a contract should be awarded to Amino Brothers Company, Inc.

If this bid is acceptable to the City, KDOT is requesting that the attached Resolution be approved and sent back to them for approval by the State Department of Transportation. In order to guarantee the bid received, this Resolution originally stated it must be received in KDOT's office no later than April 25<sup>th</sup>, 2014. Due to the late arrival of the letter from KDOT they have extended the deadline until after the May 13, 2014 City Commission Meeting. Upon receipt of the signed Resolution and approval by the Secretary of Transportation, the contract will be awarded.

City funds in the amounts of \$606,514.93 for the amount of participating costs exceeding the Federal and State Funding and \$162,693.65 for non-participating items, for a total of \$769,208.58 are required to complete this work. The City's remittance should accompany the executed Resolution when returned to KDOT. The funding for this project is through the issuance of G.O. Bonds.

**MEMO TO: DARON HALL**  
**MAY 1, 2014**  
**PAGE TWO**

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 13<sup>th</sup>, 2014. Action necessary will be approval or disapproval of the authority to award the contract to Amino Brothers Company, Inc. and to commit the City matching funds in the amount of \$769,208.58 and, if approved, authorize the Mayor to execute the Resolution on behalf of the City.

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

Attachment: Authority to Award Contract and Commitment of Funds

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



Phone: 785-296-3618  
Fax: 785-291-3010  
Hearing Impaired - 711  
publicinfo@ksdot.org  
http://www.ksdot.org

Mike King, Secretary  
Michael D Floberg, P.E., Chief

Sam Brownback, Governor

April 11, 2014

US-69 Bus (Broadway) & 20th St.  
City of Pittsburg  
Crawford County  
19 U-0065-01 / HSIP-U006(501)  
Commitment of City Funds

Mr. William Beasley  
Director of Public Works  
P.O. Box 688  
Pittsburg, KS 66762-0688

Dear Mr. Beasley:

The Kansas Department of Transportation received bids for this project on March 26, 2014.

We are transmitting an authority to award contract form requesting concurrence to the low bid so that the Secretary of Transportation may award the contract for this project.

Please return the attached form fully executed to the Bureau of Transportation Safety and Technology, and send the payment to the Bureau of Fiscal Services at your first opportunity after the City Council has granted approval. In order to guarantee the low bid, the form and payment must be returned by April 25, 2014. Below is a table which further clarifies what and where the paperwork needs to be sent.

| Paperwork Item   | Return To  | Address   |
|--|--|---|
| Federal / State Aid<br>Authority to Award Contract<br>Commitment of City Funds | Sara Peters<br>Transportation Safety &<br>Technology | KDOT-Transportation Safety & Technology<br>700 SW Harrison Street, 6th Floor<br>Topeka, Kansas 66603-3754 |
| Payment  | Pam Anderson<br>Fiscal Services                      | KDOT (Fiscal Services)<br>700 SW Harrison Street, 7th Floor<br>Topeka, KS 66603-3754                      |

If you have any questions or concerns, please contact me at (785) 296-1142.

Sincerely,

Sara Peters, P.E.  
Traffic Engineer

Attachment

- c: Pam Anderson - Fiscal Services (w/attachment)
- Wayne Gudmonson, P.E. - District Four Engineer (Chanute)
- George Dockery, P.E. - Area Four Engineer (Pittsburg)

**FEDERAL/STATE AID  
AUTHORITY TO AWARD CONTRACT  
COMMITMENT OF CITY FUNDS**

City of Pittsburg  
Crawford County  
US-69 Bus (Broadway) & 20<sup>th</sup> St

Date: April 11, 2014  
Project No.: 19 U-0065-01  
HSIP-U006(501)

**WHEREAS**, bids were received at Topeka, Kansas, on March 26, 2014, for the performance of work covered by plans on the above numbered project, and

**WHEREAS**, the bidder and the low bid covered by this project are:

| CONTRACTOR  | DIVISION OF WORK                   | AMOUNT         |
|---|------------------------------------|----------------|
| Amino Brothers Company Inc.<br>PO Box 11277<br>8110 Kaw Dr.<br>Kansas City, KS 66111-0277 | Grading, Surfacing, Traffic Signal | \$1,523,503.48 |

**WHEREAS**, the bid is considered satisfactory and has been recommended by the Secretary of Transportation of the State of Kansas for consideration and acceptance by the City.

**NOW, THEREFORE, BE IT RESOLVED**, that after due consideration, this bid is acceptable to the City and the Secretary of Transportation is hereby authorized to award and execute the necessary contracts for completion of the work on this project as covered by such bid.

| COST ITEMS                         | TOTAL          | PARTICIPATING  | NON PARTICIPATING |
|------------------------------------|----------------|----------------|-------------------|
| Project Bid                        | \$1,523,503.48 | \$1,365,548.48 | \$157,955.00      |
| Construction Engineering (CE)(LPA) | \$0            | \$0            | \$0               |
| CE Contingencies (3%of Total Bid)  | \$45,705.10    | \$40,966.45    | \$4,738.65        |
| Total Cost                         | \$1,569,208.58 | \$1,406,514.93 | \$162,693.65      |
| Federal and State Funding Cap*     |                | \$800,000.00   |                   |
| Cost exceeding Federal Funding Cap |                | \$606,514.93   |                   |

\*Federal participation is capped at \$400,000.00 and State participation is capped at \$400,000.00 which includes construction, construction engineering and contingencies.

**BE IT FURTHER RESOLVED**, that City funds in the amounts of \$ 606,514.93 for the amount of participating costs exceeding the Federal and State Funding and \$162,693.65 for non-participating items, for a total of \$769,208.58, are required to complete this work, and are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation on or before 4/25/2014, for use by the Secretary of Transportation of the State of Kansas, in making payments for construction work and construction engineering on the above designated project.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, at Pittsburg, Kansas

**ATTEST:**

(SEAL)

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor  
*Monica Murnan*



DEPARTMENT OF PUBLIC WORKS

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

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## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** May 6, 2014

**SUBJECT:** Agenda Item – May 13, 2014  
Airport Jet-A Fuel Fees

---

From January until December 2013, 155,624 gallons of jet fuel was sold at the Atkinson Municipal Airport. Jet-A fuel comprises 90% of the aviation fuel sold at the airport and makes up most of the airport revenue. Most of this fuel is sold to local companies operating out of the City's airport. On a national level, due to the extensive use of Jet A fuel, many aviation fuel providers offer marketing incentives for jet fuel to the airports they serve. The Pittsburg Airport needs to stay competitive to continue to sell fuel to local and transit users of the airport.

Currently, the price for Jet-A fuel at our airport has been set at \$0.85 above the City's cost for local aircraft. In reviewing fuel prices within our central area of the United States, it was discovered that some states like Texas and Oklahoma do not have a state tax on their fuel sales, which makes as much as \$0.40 difference in their prices.

The local users have stated they would purchase most of their fuel at the Pittsburg Airport, but it is difficult to justify when there is a significant difference in the price at other airports. This year, the Airport operations did not have to be subsidized; therefore, City staff and the Airport Advisory Committee (AAC) do not want to take action on reducing fuel costs at the expense of creating a subsidy. The staff, with the approval of the AAC, has developed the attached High Volume Fuel Discount Tier. This attachment provides some real time examples of fuel consumption by local users and how this tier will apply to them. The level of the tiers has been set to maintain the current level of revenue at the Airport if the local users purchase the same amount of fuel as they did the previous year. If the local users purchase additional fuel from the previous year, they move into a higher tier and would receive additional discounts at the end of the year.

**MEMO TO: DARON HALL**  
**MAY 6, 2014**  
**PAGE TWO**

The AAC feels having a high volume fuel discount tier would help the Pittsburgh Airport compete with other airports. With this tier, the more fuel the local users purchase, the bigger the discount will be at the end of the year. The Airport is open 12 hours a day Monday through Friday and 8 hours on Saturday and Sunday, so an increase in sales will not require an increase in staffing. The proposed High Volume Fuel Discount Tier is proposed to run from January 1st to December 31<sup>st</sup>, 2014. The amount of Jet-A fuel purchased by local users at the end of the year will determine which tier they are in and the amount they will pay per gallon for the year. They will receive a rebate on their fuel sales at the end of the year. All fuel sold during the year will be sold at the current \$0.85 above cost. The ACC hopes this High Volume Fuel Discount Tier will increase local sales and thus increase the Airport's profit.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 13, 2014. Action necessary will be approval or disapproval of the attached High Volume Fuel Discount Tier.

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

Attachment: As Noted

### High Volume Fuel Pricing

| Volume (Gallons) | Price        |
|------------------|--------------|
| 0 - 29,999       | Cost + \$.85 |
| 30,000 - 42,499  | Cost + \$.80 |
| 42,500 - 54,999  | Cost + \$.75 |
| 55,000 +         | Cost + \$.65 |

|                          | Existing Gallons | at \$.85           | Proposed Gallons    | Volume Price |
|--------------------------|------------------|--------------------|---------------------|--------------|
| Local User<br>Example #1 | 40,000           | \$34,349.50        | 55,000              | \$35,750     |
| Local User<br>Example #2 | 37,000           | \$31,450           | 42,500              | \$31,875     |
| Local User<br>Example #3 | 25,000           | \$21,250           | 30,000              | \$24,000     |
| Local User<br>Example #4 | 15,000           | \$12,750           | 30,000              | \$24,000     |
| <b>Total</b>             | <b>117,000</b>   | <b>\$99,799.50</b> | <b>\$157,500.00</b> | <b>\$0</b>   |

## **RESOLUTION NO. 1153**

A RESOLUTION declaring the necessity for and authorizing the construction of certain repairs and improvements to buildings owned by the City of Pittsburg, Kansas, and the payment of the cost thereof, under the authority of K.S.A. 12-1736, et. seq., and Article 1 of Chapter 10, as amended, of the Kansas Statutes Annotated.

WHEREAS, the City of Pittsburg, Kansas (the “City”) has the authority, inter alia, to alter, repair, re-construct, remodel, replace, make additions to, furnish and equip public buildings for public purposes pursuant to K.S.A. 12-1736, et seq., as amended, (“the Act”) and to authorize the issuance of general improvement obligation bonds under the authority of the Act and Article 1 of Chapter 10, as amended, of the Kansas Statutes Annotated; and

WHEREAS, the City, in order to protect and promote the public health, safety, and welfare of the City and its inhabitants, desires to make certain improvements to city owned facilities, buildings and grounds for the purpose of reducing risk of injury to the public and city employees. The improvements include electronic door and gate control systems; video cameras and related storage and monitoring equipment; physical access control fencing, equipment, modifications, and mechanisms; window modifications; together with all other things necessary and incidental thereto (the “Project”); and

WHEREAS, the City intends to finance the costs of the Project from the proceeds of its general obligation bonds in accordance with the requirements of K.S.A. 12-1736, et seq.;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS, sitting at regular

session this 13<sup>th</sup> day of May, 2014, that the following Project of the City be, and the same hereby, authorized and ordered to be done:

Electronic door and gate control systems; video cameras and related storage and monitoring equipment; physical access control fencing, equipment, modifications, and mechanisms; window modifications; together with all other things necessary and incidental thereto.

BE IT FURTHER RESOLVED and declared that the Project is necessary advisable to protect and promote the public health, safety, and welfare and constitutes a valid public purpose.

BE IT FURTHER RESOLVED that this Resolution is intended to be a declaration of the City's official intent to reimburse itself for any capital expenditures made from the proceeds of general obligation bonds to be issued by the City for any Project costs incurred and paid by the City from moneys other than the proceeds of the City's bonds. A copy of this Resolution is available for inspection by the public at any time during all business hours in the office of the City Clerk, 201 West 4<sup>th</sup> Street, Pittsburg, Kansas.

BE IT FURTHER RESOLVED that for the purpose of paying the City's costs of making the capital improvements described and referred to herein and reimbursing expenditures necessitated by said Project, including the payment of necessary architectural, engineering, legal, and incidental costs relating thereto, the City of Pittsburg, Kansas, is hereby authorized to issue general obligation improvement bonds in a total sum not to exceed the amount of \$150,000.00, all or part payable from the proceeds of general obligation bonds of the city with the balance of any such costs payable from other legally available and unencumbered funds of the city, which amount

is hereby increased at the rate of one-half of one percent per month from and after the date of approval of this Resolution. Such bonds shall bear interest at a rate not to exceed the limit authorized by K.S. A. 10-1009 and any amendments thereto, shall be payable in accordance with the terms of the bonds. Said bonds are authorized by Section 12-1736, et seq., and Article 1 of Chapter 10, and any amendments thereto, of the Kansas Statutes Annotated.

BE IT FURTHER RESOLVED that the Mayor and Clerk of the City be, and they are, hereby authorized to give public notice, in accordance with the requirements of K.S.A. 10-106, and any amendments thereto, of the City's intent to sell its general obligation improvements bonds to finance the City's cost of constructing said Project.

BE IT FURTHER RESOLVED that any actions heretofore taken with respect to the Project are hereby affirmed, confirmed and ratified.

IT IS SO RESOLVED.

ADOPTED AND APPROVED BY THE GOVERNING BODY this 13<sup>th</sup> day of May, 2014.

\_\_\_\_\_  
Mayor – Monica Murnan

ATTEST:

\_\_\_\_\_  
City Clerk - Tammy Nagel

## **RESOLUTION NO. 1154**

A RESOLUTION declaring the necessity for and authorizing the construction of certain repairs and improvements to the Memorial Auditorium of the City of Pittsburg, Kansas, and the payment of the cost thereof, under the authority of K.S.A. 12-1736, et. seq., and Article 1 of Chapter 10, as amended, of the Kansas Statutes Annotated.

WHEREAS, the City of Pittsburg, Kansas (the “City”) has the authority, inter alia, to alter, repair, re-construct, remodel, replace, make additions to, furnish and equip public buildings for public purposes pursuant to K.S.A. 12-1736, et seq., as amended, (“the Act”) and to authorize the issuance of general improvement obligation bonds under the authority of the Act and Article 1 of Chapter 10, as amended, of the Kansas Statutes Annotated; and

WHEREAS, the City, in order to protect and promote the public health, safety, and welfare of the City and its inhabitants, desires to remove, repair and replace the hydraulic jack assemblies at Memorial Auditorium, a building owned by the City. The removal, repairs and replacement of the hydraulic jack assemblies includes the removal of the existing hydraulic jack assemblies; installing casing in the existing hole; installing a new hydraulic cylinder and hydraulic plunger; filling the hydraulic system with new hydraulic oil; reattaching the stage lift to the hydraulic plunger; replacing underground piping; installing three new manual shut off valves; replacing and readjusting all cables; installing new buffers; together with all other things necessary and incidental thereto (the “Project”); and

WHEREAS, the City intends to finance the costs of the Project from the proceeds of its general obligation bonds in accordance with the requirements of K.S.A. 12-1736, et seq.;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS, sitting at regular session this 13<sup>th</sup> day of May, 2014, that the following Project of the City be, and the same hereby, authorized and ordered to be done:

Removal of the existing hydraulic jack assemblies; installing casing in the existing hole; installing a new hydraulic cylinder and hydraulic plunger; filling the hydraulic system with new hydraulic oil; reattaching the stage lift to the hydraulic plunger; replacing underground piping; installing three new manual shut off valves; replacing and readjusting all cables; installing new buffers; together with all other things necessary and incidental thereto.

BE IT FURTHER RESOLVED and declared that the Project is necessary advisable to protect and promote the public health, safety, and welfare and constitutes a valid public purpose.

BE IT FURTHER RESOLVED that this Resolution is intended to be a declaration of the City's official intent to reimburse itself for any capital expenditures made from the proceeds of general obligation bonds to be issued by the City for any Project costs incurred and paid by the City from moneys other than the proceeds of the City's bonds. A copy of this Resolution is available for inspection by the public at any time during all business hours in the office of the City Clerk, 201 West 4<sup>th</sup> Street, Pittsburg, Kansas.

BE IT FURTHER RESOLVED that for the purpose of paying the City's costs of making the capital improvements described and referred to herein and reimbursing expenditures necessitated by said Project, including the payment of necessary architectural, engineering, legal, and incidental costs relating thereto, the City of Pittsburg, Kansas, is hereby authorized to issue general obligation improvement bonds in a total sum not to exceed the amount of \$255,000.00, which amount is hereby increased at the rate of one-half of one percent per month from and after the date of approval of this Resolution. Such bonds shall bear interest at a rate not to exceed the limit authorized by K.S. A. 10-1009 and any amendments thereto, shall be payable in accordance with the terms of the bonds. Said bonds are authorized by Section 12-1736, et seq., and Article 1 of Chapter 10, and any amendments thereto, of the Kansas Statutes Annotated.

BE IT FURTHER RESOLVED that the Mayor and Clerk of the City be, and they are, hereby authorized to give public notice, in accordance with the requirements of K.S.A. 10-106, and any amendments thereto, of the City's intent to sell its general obligation improvements bonds to finance the City's cost of constructing said Project.

BE IT FURTHER RESOLVED that any actions heretofore taken with respect to the Project are hereby affirmed, confirmed and ratified.

IT IS SO RESOLVED.

ADOPTED AND APPROVED BY THE GOVERNING BODY this 13<sup>th</sup> day of May, 2014.

---

Mayor – Monica Murnan

ATTEST:

---

City Clerk - Tammy Nagel

## **RESOLUTION NO. 1155**

A RESOLUTION declaring the necessity for and authorizing the construction of certain repairs and improvements to the Pittsburg Aquatic Center of the City of Pittsburg, Kansas, and the payment of the cost thereof, under the authority of Charter Ordinance NO. 25 of the City of Pittsburg, Kansas, and Article 1 of Chapter 10, as amended, of the Kansas Statutes Annotated.

WHEREAS, the City of Pittsburg, Kansas (the “City”) has the authority, inter alia, to construct, develop and repair public improvements and public parks on public grounds pursuant to Charter Ordinance No. 25 and to authorize the issuance of general improvement bonds under the authority of Charter Ordinance No. 25, and Article 1 of Chapter 10, as amended, of the Kansas Statutes Annotated;

WHEREAS, the City, desires to make improvements to the pools and lazy river at the Pittsburg Aquatic Center which is property owned by the City. The repairs and improvements include cleaning all pool surfaces, including the wading pool and the lazy river, with abrasive blast cleaning equipment; repairing cracks in the pool floor and sidewall; removing and replacing old caulking between the pool perimeter and decking; repairing damaged concrete near deep end entry and the entry way steps; applying a primer/sealer coating to all pool surfaces, applying non-skid coatings, depth markings and striping; applying surfacer to the pool floor; applying intermediate and final coatings to the pool floor; together with all things necessary and incidental thereto (the “Project”); and

WHEREAS, the City intends to finance the costs of the Project from the proceeds of its general obligation bonds in accordance with the requirements of Charter Ordinance No. 25;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS, sitting at regular session this 13<sup>th</sup> day of May, 2014, that the following Project of the City by, and the same hereby, authorized and ordered to be done:

Cleaning all pool surfaces, including the wading pool and the lazy river, with abrasive blast cleaning equipment; repairing cracks in the pool floor and sidewall; removing and replacing old caulking between the pool perimeter and decking; repairing damaged concrete near deep end entry and the entry way steps; applying a primer/sealer coating to all pool surfaces, applying non-skid coatings, depth markings and striping; applying surfacer to the pool floor; applying intermediate and final coatings to the pool floor; together with all things necessary and incidental thereto.

BE IT FURTHER RESOLVED and declared that the Project is necessary advisable to protect and promote the public health, safety, and welfare and constitutes a valid public purpose.

BE IT FURTHER RESOLVED that this Resolution is intended to be a declaration of the City's official intent to reimburse itself for any capital expenditures made from the proceeds of general obligation bonds to be issued by the City for any Project costs incurred and paid by the City from moneys other than the proceeds of the City's bonds. A copy of this Resolution is available for inspection by the public at any time during all business hours in the office of the City Clerk, 201 West 4<sup>th</sup> Street, Pittsburg, Kansas.

BE IT FURTHER RESOLVED that the cost and expenses of making the improvements described and referred to herein shall be financed by the issuance of general obligation improvement bonds of the City in an amount not exceeding \$100,000.00, which amount is hereby increased at the rate of one-half of one percent per month from and after the date of approval of this Resolution.

BE IT FURTHER RESOLVED that the Mayor and Clerk of the City be, and they are, hereby authorized to give public notice, in accordance with the requirements of K.S.A. 10-106, and any amendments thereto, of the City's intent to sell its general obligation improvements bonds to finance the City's cost of constructing said Project.

BE IT FURTHER RESOLVED that any actions heretofore taken with respect to the Project are hereby affirmed, confirmed and ratified.

IT IS SO RESOLVED.

ADOPTED AND APPROVED BY THE GOVERNING BODY this 13<sup>th</sup> day of May, 2014.

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Mayor – Monica Murnan

ATTEST:

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City Clerk - Tammy Nagel

**RESOLUTION NO. 1156**

**A RESOLUTION AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF GENERAL OBLIGATION BONDS, SERIES 2014A OF THE CITY OF PITTSBURG, KANSAS, SETTING FORTH THE DETAILS OF SAID SALE; AND PROVIDING FOR THE GIVING OF NOTICE THEREOF.**

**BE IT RESOLVED** by the Governing Body of the City of Pittsburg, Kansas:

**Section 1.** That it is hereby determined to be necessary and it is hereby authorized, directed and ordered, that General Obligation Bonds, Series 2014A, (the "Bonds") of the City of Pittsburg, Kansas, (the "City") shall be sold at public sale and in the manner provided by law, on Tuesday, June 10, 2014, at 11:00 a.m. C.D.T. The Bonds shall be in the approximate principal amount of Five Million Sixty-five Thousand Dollars (\$5,065,000) and shall be dated June 26, 2014.

**Section 2.** That it is hereby further authorized, ordered and directed that the Summary Notice of Bond Sale, in substantially the form attached hereto and made a part hereof by reference as though fully set out herein, shall be published one time not more than 30 days and not less than 6 days prior to the date of said sale as required by law, one time in The Morning Sun, the official newspaper of the City, and one time in the Kansas Register, as provided by law.

**Section 3.** That the Mayor and other officers of the City are hereby authorized to provide for the preparation of an Preliminary Official Statement, to be "deemed final" except for the omission of certain information as provided in the Securities and Exchange Commission Rule 15c2-12, and the Mayor and Clerk are hereby authorized to execute such Preliminary Official Statement, with such changes thereto as such officials shall deem appropriate, and to use such document in connection with the offering of the Bonds.

**Section 4.** That the officers and representatives of the City are hereby authorized and directed, after consultation with Springsted, as Financial Advisor and Nichols and Wolfe Chartered, as Bond Counsel, to take such other action as may be necessary to carry out the offering for sale of the Bonds.

**Section 5.** That it is hereby further authorized, ordered and directed that copies of the Preliminary Official Statement, Official Notice of Bond Sale, and the City's bid form for this issue of Bonds, be distributed to prospective bidders of the Bonds.

**ADOPTED THIS** 13th day of May, 2014.

**CITY OF PITTSBURG, KANSAS**

ATTEST:

\_\_\_\_\_  
Monica Murnan, Mayor

\_\_\_\_\_  
Tammy Nagel, City Clerk

(SEAL)

**City of Pittsburg, Kansas  
2014 Budget Recap  
As of April 30, 2014**

(33.33% of Fiscal Year has passed)

| Budgeted Funds             | Un-Encumbered<br>Cash Balance<br>1/1/2014 | Revenues                  |                      |                     | Expenditures              |                      |                 | Loan<br>Activity | Y-T-D Net           | Un-Encumbered<br>Cash Balance<br>4/30/2014 |
|----------------------------|---|---------------------------|----------------------|---------------------|---------------------------|----------------------|-----------------|------------------|---------------------|--|
|                            |   | Adopted<br>Budget<br>2014 | As of<br>04/30/2014  | Percent<br>Received | Adopted<br>Budget<br>2014 | As of<br>04/30/2014  | Percent<br>Used |                  |                     |  |
| General Fund               | \$ 3,628,783                              | \$ 23,366,442             | \$ 8,505,145         | 36.40%              | \$ 23,693,792             | \$ 7,450,640         | 31.45%          | \$ -             | \$ 1,054,505        | \$ 4,683,288                               |
| Public Library             | 55,773                                    | 766,788                   | 396,334              | 51.69%              | 769,860                   | 244,987              | 31.82%          | -                | 151,347             | 207,120                                    |
| Public Library Annuity     | 240,170                                   | 165                       | 21                   | 12.92%              | -                         | -                    | 0.00%           | -                | 21                  | 240,191                                    |
| Special Alcohol & Drug     | 56,412                                    | 73,453                    | 20,246               | 27.56%              | 73,453                    | 23,968               | 32.63%          | -                | (3,722)             | 52,690                                     |
| Special Parks & Recreation | -   | 73,453                    | 19,246               | 26.20%              | 73,453                    | 19,246               | 26.20%          | -                | -                   | -  |
| Street & Highway           | 106,369                                   | 1,112,906                 | 454,689              | 40.86%              | 1,220,503                 | 409,152              | 33.52%          | -                | 45,537              | 151,906                                    |
| Street & Highway Sales Tax | 296,348                                   | 944,164                   | 324,848              | 34.41%              | 1,136,893                 | 89,392               | 7.86%           | -                | 235,456             | 531,804                                    |
| Section 8 Housing          | 3   | 1,401,375                 | 428,527              | 30.58%              | 1,401,375                 | 428,284              | 30.56%          | -                | 243                 | 246  |
| RLF Sales Tax              | 2,300,638                                 | 1,024,336                 | 350,796              | 34.25%              | 544,259                   | 267,496              | 49.15%          | 65,828           | 149,128             | 2,449,766                                  |
| Debt Service               | 908,051                                   | 5,172,475                 | 1,880,989            | 36.37%              | 5,226,842                 | 1,446,283            | 27.67%          | -                | 434,706             | 1,342,757                                  |
| Public Utilities           | 1,633,862                                 | 7,625,896                 | 2,518,175            | 33.02%              | 8,260,099                 | 2,696,472            | 32.64%          | -                | (178,297)           | 1,455,565                                  |
| Stormwater                 | 127,499                                   | 765,541                   | 260,923              | 34.08%              | 828,973                   | 198,050              | 23.89%          | -                | 62,873              | 190,372                                    |
| <b>Totals</b>              | <b>\$ 9,353,908</b>                       | <b>\$ 42,326,994</b>      | <b>\$ 15,159,939</b> | <b>35.82%</b>       | <b>\$ 43,229,502</b>      | <b>\$ 13,273,970</b> | <b>30.71%</b>   | <b>\$ 65,828</b> | <b>\$ 1,951,797</b> | <b>\$ 11,305,705</b>                       |

**Notable Items:**

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

Sales Tax revenue is up 4.76% compared to 2013.

Section 8 Housing subsidized \$20,075 to date for 2014.

**City of Pittsburg, Kansas**  
**Summary of Cash and Investments**  
**As of April 30, 2014**

**Cash & Investments by Maturity**

| Account Number   | Purchase Date | Maturity Date | Term | Interest Rate | Estimated Earnings | Principal     |
|------------------|---------------|---------------|------|---------------|--------------------|---------------|
| Now Act 80144    |               |               |      | Variable      |                    | 2,165,370.56  |
| Petty Cash       |               |               |      |               |                    | 1,817.00      |
| CD6220635702     | 12-Feb-14     | 14-May-14     | 91   | 0.033%        | 164.55             | 2,000,000.00  |
| CD6220636032     | 26-Feb-14     | 28-May-14     | 91   | 0.033%        | 164.55             | 2,000,000.00  |
| CD6220636314     | 11-Mar-14     | 11-Jun-14     | 92   | 0.033%        | 166.36             | 2,000,000.00  |
| CD7755530497 (1) | 16-Apr-14     | 16-Jun-14     | 61   | 0.050%        | 42.07              | 503,470.41    |
| CD6220636636     | 25-Mar-14     | 25-Jun-14     | 92   | 0.033%        | 166.36             | 2,000,000.00  |
| CD6220637044     | 09-Apr-14     | 09-Jul-14     | 91   | 0.033%        | 164.55             | 2,000,000.00  |
| CD6120002463     | 23-Apr-14     | 23-Jul-14     | 91   | 0.050%        | 373.97             | 3,000,000.00  |
|                  |               |               |      |               | 1,242.40           | 15,670,657.97 |

**Cash & Investments by Financial Institution**

**Commerce Bank**

|              |           |           |    |        |        |                  |
|--------------|-----------|-----------|----|--------|--------|------------------|
| CD6220635702 | 12-Feb-14 | 14-May-14 | 91 | 0.033% | 164.55 | 2,000,000.00     |
| CD6220636032 | 26-Feb-14 | 28-May-14 | 91 | 0.033% | 164.55 | 2,000,000.00     |
| CD6220636314 | 11-Mar-14 | 11-Jun-14 | 92 | 0.033% | 166.36 | 2,000,000.00     |
| CD6220636636 | 25-Mar-14 | 25-Jun-14 | 92 | 0.033% | 166.36 | 2,000,000.00     |
| CD6220637044 | 09-Apr-14 | 09-Jul-14 | 91 | 0.033% | 164.55 | 2,000,000.00     |
|              |           |           |    |        | 826.36 | 10,000,000.00    |
|              |           |           |    |        |        | Pledged Security |
|              |           |           |    |        |        | 13,245,662.05    |
|              |           |           |    |        |        | Safety Margin    |
|              |           |           |    |        |        | 3,244,835.69     |

**Landmark National Bank**

|            |           |           |    |        |        |                  |
|------------|-----------|-----------|----|--------|--------|------------------|
| 6120002463 | 23-Apr-14 | 23-Jul-14 | 91 | 0.050% | 373.97 | 3,000,000.00     |
|            |           |           |    |        |        | Pledged Security |
|            |           |           |    |        |        | 3,260,888.00     |
|            |           |           |    |        |        | Safety Margin    |
|            |           |           |    |        |        | 260,514.03       |

**BMO Harris Bank**

|                |           |           |    |          |       |                  |
|----------------|-----------|-----------|----|----------|-------|------------------|
| 7755530497 (1) | 16-Apr-14 | 16-Jun-14 | 61 | 0.050%   | 42.07 | 503,470.41       |
| Now Act 80144  |           |           |    | VARIABLE | -     | 2,165,370.56     |
|                |           |           |    |          | 42.07 | 2,668,840.97     |
|                |           |           |    |          |       | Pledged Security |
|                |           |           |    |          |       | 10,579,124.87    |
|                |           |           |    |          |       | Safety Margin    |
|                |           |           |    |          |       | 7,910,241.83     |

**Petty Cash by Location**

|   |          |
|---|----------|
| Airport Cash Drawer                       | 150.00   |
| Aquatic Center Cash Drawers (seasonal)    | -        |
| Auditorium Cash Drawer                    | 200.00   |
| Finance Change Box in Vault               | 350.00   |
| Finance Customer Service Cash Drawers (3) | 150.00   |
| Golf Course Cash Drawer                   | 150.00   |
| Golf Course Change Bag in Vault           | 150.00   |
| Municipal Court Cash Drawer               | 300.00   |
| Parks and Recreation Office Cash Drawer   | 100.00   |
| Parks Vending Machines                    | 17.00    |
| Police Petty Cash                         | 250.00   |
|   | 1,817.00 |
| <b>Total Petty Cash</b>                   | 1,817.00 |

(1) Presbyterian Church Funds