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SPECIAL EVENT PERMIT - SEK ART FEST - On behalf of the 2014 SEK Art Fest, Jeff Wilbert and Leslie Harris are requesting a Special Event Permit to feature football statues on Broadway Street from 2nd Street to 8th Street (four per block) from Friday, June 20, 2014, until Sunday, October 12, 2014.

SEK Art Fest 2014 52

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, June 24, 2014
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Michael Hart of the Trinity Baptist Church
- b. Flag Salute Led by the Mayor
- c. Proclamation - Kansas All-Star Football Shrine Bowl Day - Received by Ethan Paul-Davis
- d. Public Input

CONSENT AGENDA:

- a. Approval of the June 10, 2014, City Commission Meeting minutes.
- b. Approval of staff recommendation for field turf work to be completed at Jaycee Ball Park by turf supplier Precision Jet, Inc., of Woodstock, Georgia, in the amount of \$5,890.00 and installer Sports Surface Management, LLC, Tulsa, Oklahoma, in the amount of \$4,000.00.
- c. Approval of staff recommendation to enter into a fireworks contract for the July 4, 2014, display with J.& M. Displays Inc., of Yarmouth, Iowa, with funding for the display coming from raised and donated funds being held at the Community Foundation of Southeast Kansas, and if approved, authorize the Mayor to sign the contract.
- d. Approval of the application submitted by Fuzzy's Taco Shop for a Dance Hall License for their establishment located at 1620 South Broadway and, if approved, authorize the City Clerk to issue the license.
- e. Approval of the application submitted by Craig Jameson for a 2014 Cereal Malt Beverage License for Smokey Racks Express located at 4020 North Parkview Drive and, if approved, authorize the City Clerk to issue the license.
- f. Approval of the application submitted by the Kiwanis Club of Pittsburg for a Cereal Malt Beverage License for the area of 8th Street and Broadway during the Little Balkans Day Festival to be held August 29th through August 31st, 2014, and if approved, authorize the City Clerk to issue the license.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, June 24, 2014
5:30 PM

- g. Approval of Change Order No. 1 reflecting a deduct of \$38,481.04 making a new contract construction amount of \$211,722.26 and final payment in the amount of \$11,559.62 to Blevins Asphalt Construction Co., Inc., of Mt. Vernon, Missouri, for the KLINK 1R Resurfacing Project on South Broadway (US-69B) from Madison Street to 2nd Street (KDOT Project No. 69B-19 U-0029-01).
- h. Approval of Change Order No. 2 reflecting an increase of \$5,337.50 making a new contract construction amount of \$159,069.65 and final payment in the amount of \$21,529.08 to Blevins Asphalt Construction Co., Inc., of Mt. Vernon, Missouri, for the 2013 Street Program Milling Project (Walnut Street, Quincy to 3rd; Joplin Street, 4th to 6th; Joplin Street, 9th to 20th).
- i. Approval of the Appropriation Ordinance for the period ending June 24, 2014, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

SPECIAL PRESENTATION:

- a. FIVE-YEAR FINANCIAL FORECAST - City Manager Daron Hall and Director of Finance Jamie Clarkson will provide information on the City's five-year financial forecast.

CONSIDER THE FOLLOWING:

- a. SPECIAL EVENT PERMIT - SEK ART FEST - On behalf of the 2014 SEK Art Fest, Jeff Wilbert and Leslie Harris are requesting a Special Event Permit to feature football statues on Broadway Street from 2nd Street to 8th Street (four per block) from Friday, June 20, 2014, until Sunday, October 12, 2014. **Approve or disapprove request.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

Office of the Mayor
CITY OF PITTSBURG, KANSAS

PROCLAMATION

Whereas: The Shrine Bowl of Kansas, Inc., sponsored by the five Shrine Centers of Kansas, namely, Abdallah of Overland Park, Arab of Topeka, Isis of Salina, Midian of Wichita and Mirza of Pittsburg, will sponsor their 41st Annual All-Star Football Game on July 26th, 2014, in Pittsburg, Kansas, and continue their tradition of philanthropy; and

Whereas: For over 90 years, the Ancient Arabic Order of the Nobles of the Mystic Shrine of North America, through its network of hospitals, has treated over 865,000 children with orthopedic disabilities, and in more recent years, treated thousands of severely burned children through its Burn Institute; and

Whereas: The citizens of the City of Pittsburg may aid this worthy and impartial work and further the efforts of this great charity in their support of this philanthropic event to favor the unfortunate children, regardless of race and creed; and

Whereas: All Star Ethan Paul-Davis of Pittsburg High School will be representing the City of Pittsburg in this Forty First Annual Shrine Bowl Football Game.

Now, Therefore, I, Monica Murnan, Mayor of the City of Pittsburg, Kansas, do hereby proclaim July 26th, 2014, as

KANSAS ALL-STAR FOOTBALL SHRINE BOWL DAY

in Pittsburg, and urge all citizens to join in this observance.

Dated this 24th day of June, 2014.

ATTEST:

CITY CLERK

MAYOR

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
June 10th, 2014

A Regular Session of the Board of Commissioners was held at 5:30 p.m., on Tuesday, June 10th, 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.

Don Talent of the Open Door Fellowship Center provided the invocation.

Mayor Murnan led the flag salute.

APPROVAL OF MINUTES – MAY 27th, 2014 - On motion of Munsell, seconded by Ketterman, the Governing Body approved the May 27th, 2014, City Commission Meeting minutes as submitted. Motion carried.

FORGIVABLE LOAN – WARE – On motion of Munsell, seconded by Ketterman, the Governing Body approved the Economic Development Advisory Committee's recommendation to forgive Ron and Dora Ware's 2014 loan installment in the amount of \$5,458.86, as they have met the requirements for loan forgiveness as stipulated in their loan agreement with the City. Motion carried.

STREET LIGHT MODIFICATIONS – On motion of Munsell, seconded by Ketterman, the Governing Body approved the removal of two 175 watt Mercury Vapor street lights located at 2904 South Rouse and 3008 Mill Road; removal of six 70 watt High Pressure Sodium street lights located at 2705 South Rouse, 2910 South Rouse, 3109 South Rouse, 3312 South Rouse, 1101 Deer Creek Lane and 3505 South Rouse; and the installation of twelve 150 watt High Pressure Sodium street lights at 2904 South Rouse, 3312 South Rouse, 3008 Mill Road, 1101 Deer Creek Lane, 2705 South Rouse, 3505 South Rouse, 2910 South Rouse, 2601 South Rouse, 2809 South Rouse, 3101 South Rouse, 3211 South Rouse and 3109 South Rouse at a total cost of \$1,066.80 annually and authorized City staff to submit the necessary modification order to Westar Energy. Motion carried.

DISPOSITION OF BIDS – BIOLOGICAL TREATMENT – On motion of Munsell, seconded by Ketterman, the Governing Body approved the bid for the annual purchase of Biological Treatment for use at the Wastewater Treatment Plant to Heussner Company, Inc., of Berryville, Arkansas, on the basis of their low bid meeting specifications of \$5.35 per pound and authorized staff to issue the necessary purchase order. Motion carried.

DISPOSITION OF BIDS – POLYMER – On motion of Munsell, seconded by Ketterman, the Governing Body approved the bid for the annual purchase of Polymer for use at the Wastewater Treatment Plant to Biopolymers Chemical Company, of Pittsburg, Kansas, on the basis of their low bid meeting specifications of \$1.15 per pound and authorized staff to issue the necessary purchase order. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
June 10th, 2014

DISPOSITION OF BIDS – HYDRATED LIME – On motion of Munsell, seconded by Ketterman, the Governing Body approved the bid for the annual purchase of Hydrated Lime for use at the Wastewater Treatment Plant to U.S. Lime Company-St. Clair, of Dallas, Texas, on the basis of their low bid meeting specifications of \$174.16 per ton and authorized staff to issue the necessary purchase order. Motion carried.

DISPOSITION OF BIDS – WATER TREATMENT PLANT CHEMICALS – On motion of Munsell, seconded by Ketterman, the Governing Body approved the low bids meeting specifications for the annual purchase of chemicals for use at the Water Treatment Plant as follows: Lime (Calcium Oxide) to U.S. Lime Company-St. Clair, of Dallas, Texas, for \$169.01 per ton; Liquid Chlorine to Brenntag Southwest, Inc., of Nowata, Oklahoma, for \$28.50 per 100 lbs.; Liquid Polymeric Phosphate to Brenntag Mid-South, Inc., of Springfield, Missouri, for \$0.582 per lb.; Soda Ash to Thatcher Company of Montana, Inc., of Salt Lake City, Utah, for \$23.60 per 100 lbs.; Aluminum Sulfate to Brenntag Mid-South, Inc., of Springfield, Missouri, for \$34.35 per 100 lbs.; Polymer to Applied Specialties, Inc., of Avon Lake, Ohio, for \$0.865 per lb.; and Liquid Carbon Dioxide to Airgas USA, LLC, of Pittsburg, Kansas, for \$137.60 per ton; and authorized staff to issue the necessary purchase orders. Motion carried.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by Ketterman, the Governing Body approved the Appropriation Ordinance for the period ending June 10th, 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.

CANDY LAND CIRCUS OF WONDERS – The Governing Body did not consider staff recommendation to enter into a contract with Candy Land Circus of Wonders, of Sarasota, Florida, for two performances on June 13, 2014.

SPECIAL PRESENTATION - 2013 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) - Karen Linn of Berberich Trahan & Company, the City's auditing firm, provided a review of the City's 2013 audit and CAFR.

REVIEW OF BIDS/AWARD OF SALE - GENERAL OBLIGATION BONDS SERIES 2014A - Following a verbal presentation by the Director of Finance Jamie Clarkson and the City's Financial Advisor Tom Kaleko, on motion of Ketterman, seconded by Gray, the Governing Body awarded the sale of \$5,005,000 aggregate principal General Obligation Bonds, Series 2014A, to UMB on the basis of their true interest cost of 2.06%. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
June 10th, 2014

ORDINANCE No. S-1014 – On motion of O'Bryan, seconded by Gray, the Governing Body approved Ordinance No. S-1014, authorizing the issuance of \$5,005,000 aggregate principal amount of General Obligation Bonds, Series 2014A, of the City of Pittsburg, Kansas, under the authority of K.S.A. 10-101 to 125, inclusive, K.S.A. 12-1736 et seq., K.S.A. 12-685 et seq., K.S.A. 65-163u, and Charter Ordinance No. 25 of the City, all as amended, on second reading. Motion carried.

RESOLUTION NO. 1157 – On motion of Gray, seconded by Ketterman, the Governing Body approved Resolution No. 1157, prescribing the form and details of the City of Pittsburg, Kansas, General Obligation Bonds, Series 2014A, in the aggregate principal amount of \$5,005,000 the issuance of which was authorized by the City pursuant to its Ordinance No. S-1014 passed and approved June 10, 2014; and authorizing certain other documents and actions in connection with the issuance of the bonds. Motion carried.

FORGIVABLE LOAN - GREAT PLAINS DEVELOPMENT – On motion of Ketterman, seconded by Gray, the Governing Body approved the Economic Development Advisory Committee's recommendation to grant a forgivable loan in the amount of \$35,000 to Great Plains Development to help offset the initial building costs to locate Gusano's Chicago-Style Pizzeria in Pittsburg's Meadowbrook Annex and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

CONDITIONAL USE PERMIT REQUEST - LIFE CHANGERS CHURCH – On motion of Gray, seconded by O'Bryan, the Governing Body approved the Planning and Zoning Commission's recommendation to grant the request submitted by Pastor Roger Brown on behalf of Life Changers Church for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow a new church to be located at 706 North Broadway. Motion carried.

DISPOSITION OF BID - HOMER STREET WIDENING PROJECT (WEST SIDE) – On motion of O'Bryan, seconded by Gray, the Governing Body approved staff recommendation to award the bid for the widening of the west side of Homer Street to RFB Construction Company, Inc., of Pittsburg, Kansas, based on their bid of \$69,062.00 and authorized the Mayor and City Clerk to execute the contract documents when prepared. Motion carried.

GO CONFIGURE ANNOUNCEMENT - Director of Economic Development Blake Benson announced that Go Configure will relocate to Pittsburg by October 1, 2014. This \$9 million project will add 35 to 40 new jobs.

SIGNET COFFEE - Commissioner O'Bryan stated that recently a tv crew from HGTV was at Signet Coffee filming an episode of House Hunters.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
June 10th, 2014

ADJOURNMENT: On motion of O'Bryan, seconded by Gray, the Governing Body adjourned the meeting at 6:10 p.m. Motion carried.

Monica Murnan, Mayor

ATTEST:

Tammy Nagel, City Clerk

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Kim Vogel, Director of Parks and Recreation
CC: Tammy Nagel, City Clerk
Date: June 16, 2014
Subject: June 24, 2014 City Commission Meeting Agenda Item
Jaycee Field Turf Maintenance

City staff has been repairing the turfed home plate area at Jaycee Ball Park for many seasons. This is a high usage area and therefore shows more wear and tear than other areas with turf. As shown in the attached pictures the white batter box markings are coming unraveled, causing tripping hazards, and the area that the catcher and home plate umpire occupy has completely worn down to the rubber. After researching the project; we can have the entire home plate circle area resurfaced, which should extend the time of needing to replacing the entire infield.

Staff considered options of turf manufacturers and installers and discussed the ability to perform the work required with each. Staff researched the supplier that could produce turf with the least amount of seams, therefore requiring the least amount of maintenance in the future. Precision Jet, Inc., of Woodstock, GA., was the recommended supplier meeting specifications for the field turf required for the project. Sports Surface management LLC, Tulsa, OK, serves as the installer for Precision Jet, Inc. and therefore are the recommended installer for this project.

In this regard would you please place an item on the June 24, 2014 City Commission Agenda. Staff is requesting contracting with Precision Jet, Inc., of Woodstock, GA, in the amount of \$5,890.00 for the field turf and with Sports Surface Management LLC, Tulsa, OK, in the amount of \$4,000.00 for installation. Funding for the project will be from the Jaycee field turf replacement fund.

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

Attachments: Picture of Jaycee Home Plate Area
Quotation: Precision Jet, Inc
Quotation: Sports Surface management LLC

Jaycee Home Plate Circle

Pictures: 5-28-14





April 5, 2012

PRICING PROPOSAL FOR JAYCEE BALLPARK SYNTHETIC TURF REPLACEMENT

FieldTurf is pleased to offer to supply and install the following high performance artificial infilled grass surface.

Field Name	Jaycee Ballpark
Turf System	FTOSIR-2
Square Footage	42,947
Field Markings	Baseball
Price	\$211,341

Product Details

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FTOSIR-2 system, with the following product characteristics:

Pile Height: 2 Inches	Pile Weight: 30oz / sqy
Infill Weight: 6.25 lbs / ft2)	Total System Weight: 950 oz / sqy

The FieldTurf Quality Guarantee

To achieve unmatched quality and level of performance, we have invested heavily in modernizing our plants with the latest fiber manufacturing, coating and tufting technologies along with top manufacturing talent, and specialized installation equipment. Our dedicated CAD-based design department supports customization for each client, and our experts ensure timely delivery and installation on every project.

The world leader in artificial turf innovation is ISO 9001, ISO 14001 and OHSAS 18001 certified for its leadership in quality, environment and safety management systems. FieldTurf's Calhoun facility represents the only artificial turf manufacturing operation in North America to have received these ISO certifications.

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.



Price Includes:

- a) Removal and disposal of existing turf
- b) Installation of the artificial in-filled grass surface upon an existing suitable base;
- c) An 8 Year 3rd party pre paid insured warranty with the exception of base paths, pitchers mound and home plate which shall carry a 2 year manufacturers warranty
- d) A SweepRight field sweeper and a GroomRight field groomer
- e) Inlaid baseball makrings
- f) The price is subject to an increase without notice in the event that there is an increase in raw materials, freight, or direct expenses in manufacturing or installing the grass surface

Price does not include:

- a) The base upon which the FieldTurf field will be placed. FieldTurf shall not be responsible for the planarity, the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- b) The supply or installation of the field edging
- c) Any costs associated with necessary charges relating to the delineation of the field.
- d) Unless otherwise specified, does not include any G-max testing.
- e) The supply of manholes or clean-outs or grates, or supply of the manhole covers.
- f) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- g) Site security
- h) Small vehicle to tow FieldTurf maintenance equipment
- i) All applicable taxes, bonding fees, prevailing wages, union labor or other labor law levies.

Alternate #1 –

FieldTurf will supply and install turf on the entire field, an additional 65,402 square feet for an **addition of \$260,954** to the above base price.

This price is for the supply and installation of synthetic turf only and does not include any site work associated with preparing the subgrade for synthetic turf.

Alternate #2 -

FieldTurf will supply additional rust colored turf (FTHS-2) from the original installation at a price of **\$1.25 per square foot**. A roll of 15' x 182' is available for purchase. Please note this price is only applicable if purchased and shipped with the Pittsburg HS project for delivery in May 2012. If shipped separately, additional freight charges will be added to this price. This price does not include any infill materials.



The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.

Please feel free to reach out to any member of our project team with questions about our offer:

Lindsay Agattas
Senior Project Administrator
PH: 281-531-4720
lagattas@fieldturf.com

Mike Jones
Regional Sales Manager
816-204-6406
Mike.jones@fieldturf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

Per: *Hani Botros*
Hani Botros, Director of Bidding and Project Administration
FieldTurf USA, Inc.

Conditions

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*;
- b) Final payment shall be upon the substantial completion of FieldTurf's obligations;
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 1.5% per month (19.56% per annum);
- d) FieldTurf requires a minimum of 21 days after receiving final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires 28 days to install the Product subject to weather and *force majeure*.



- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) FieldTurf shall be accountable for its negligence but shall not be bound by any penalty clauses.
- h) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- i) All colors are to be chosen from FieldTurf's standard colors.

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager

From: Kim Vogel, Director of Parks and Recreation

CC: Tammy Nagel, City Clerk

Date: June 16, 2014

Subject: June 24, 2014 Agenda Item

Approval of Fireworks Display Contract with the City of Pittsburg & J.& M. Displays Inc. for the City of Pittsburg's 4th of July Celebration

The Department of Parks and Recreation is requesting City Commission approval of the Fireworks Display Contract between the City of Pittsburg and J. & M. Displays Inc. of Yarmouth, Iowa.

Funds have been raised through Big Bang Rockfest and private funds are being collected through the Community Foundation of Southeast Kansas. No city funds are being requested for the 2014 fireworks display. The contracted amount of the fireworks will be determined by the amount of funds collected by June 27, 2014 and will not exceed the amount raised or \$20,000.

In this regard would you please place an item on the June 24, 2014 City Commission agenda for approval and, if approved, authorize the Mayor to sign the contract.

If you have any questions please do not hesitate to call me at 620-230-5538.

Fireworks Display Contract

This Contract is entered into as of the 16th day of June, 2014 by and between J & M Displays, Inc., and Iowa Corporation, having its principal place of business at Yarmouth, Iowa, designated herein as "Seller" and CITY OF PITTSBURG, KANSAS, designated herein as the "Purchaser".

For and in consideration of the covenants herein, the parties agree as follows:

Seller will secure, prepare, and deliver the fireworks specified in Exhibit A. Attached hereto, or will make necessary substitutions of equal or greater value. Seller will include the service of a licensed pyrotechnic operator and other agents to take charge of, set up, and fire the fireworks display, along with such help as Seller in its sole discretion deems necessary to perform the fireworks display safely, and in accordance with Federal, State, and Local laws and regulations.

Seller's operator and agents will check the display area after the presentation of the fireworks display for any "dud" or other material which might not have ignited or which could cause injury. In the event any agent of Purchaser shall find any "duds" or other material, Seller will be advised so that its operator and agents may take possession of said "dud" for safekeeping or disposal.

Seller will determine and establish the minimum safety distances from location of the fireworks display as proscribed by Federal, State, and Local laws and regulations. Thereafter, the Purchaser will mark the minimum safety distances as established by Seller and furnish adequate police and city personnel to maintain said safety distances. Purchaser also agrees to have one fire unit on location in the near vicinity of the display area.

It is agreed and understood that Seller will be paid the sum of \$_____ for the fireworks display from monetary donations received from private individuals and businesses to a fund set up at and administered by the Community Foundation of Southeast Kansas, designated herein as the "Fund". The balance of \$_____ is to be paid by the City from the Fund within ten (10) days following the presentation of the display on July 4, 2014.

Seller will donate a minimum of an additional \$_____ in product for the 2014 display.

The Purchaser and Seller acknowledge that any amount past due in excess of thirty(30) days is subject to a finance charge computed on the basis of an annual percentage rate of 10%. Should either party terminate this contract for any reason other than Force Majeure, as herein defined, then in that event,

- (i) If terminated by Seller, Seller shall return Purchaser's down payment and pay Purchaser the sum of \$1,000.00 as liquidated damages.

and

- (ii) If terminated by the Purchaser, Purchaser shall pay Seller an additional sum of \$1,000.00.

In the event of inclement weather, which causes postponement of the display, it is agreed and understood that the display will be presented on July 5, 2013, if weather permits or at some future date mutually agreeable to by Seller and Purchaser.

FORCE MAJEURE. Neither Seller nor the Purchaser shall be required to perform any term or condition of this contract if such performance, after the exercise of due diligence to perform, is delayed or prevented by acts of God, acts of war, civil riots, organized labor disputes, governmental restrictions or in the event that the Purchaser, due to insufficient private monetary donations, is unable to pay for such fireworks display.

Seller shall defend, indemnify, and save Purchaser, and its agents and employees harmless from and against any and all claim, liability, and expense, including reasonable attorney fees, for injuries, damages and death to any person or property arising out of the acts or neglect of Seller's operator, its agents and employees, but excluding liability due to Purchaser's negligence or willful misconduct.

Seller shall procure and keep in force during the term of this contract liability insurance coverage against claims for bodily injury and death and property damage, with an insurer in good standing licensed for the fireworks display that is the subject of this contract. Further, upon receipt of the down payment, Seller shall deliver the City Clerk of Pittsburg Kansas, a certificate of insurance confirming such insurance coverage.

Witness whereof, we have caused our signatures to be affixed to this document on this 16th day of June, 2014.

J & M
J & M Display, Inc.

DATE _____, 2014

BY: _____
President, _____

ATTEST:

(Corporate Seal)

Secretary

The City:
CITY OF PITTSBURG, KANSAS

DATE _____, 2014

BY: _____
Mayor, Monica Murnan

ATTEST:

City Clerk, Tammy Nagel



DEPARTMENT OF PUBLIC WORKS

(620) 231-4170

201 West 4th Street · Pittsburg KS 66762

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: June 11, 2014

SUBJECT: Agenda Item – June 24, 2014
Final Payment and Change Order No. 1
KLINK 1R Resurfacing Project
Broadway (US-69B), Madison to Second
KDOT Project No. 69B-19 U-0029-01

The contractor, Blevins Asphalt Construction, Inc., of Mt. Vernon, Missouri, has completed all work on the above-referenced project and is now requesting final payment. They have also submitted for consideration Change Order No. 1 reflecting a deduct of \$38,481.04. This change order is for an adjustment in planned quantities on the project and a negotiated discount in the unit price of the surface material used on the side street tie-in's to Broadway. This will bring the total project cost to \$211,722.26 and make final payment to Blevins Asphalt Construction, Inc. in the amount of \$11,559.62.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 24, 2014. Action necessary will be approval or disapproval of Change Order No. 1 and for final payment to Blevins Asphalt Construction, Inc. This project is being funded by a KDOT grant for KLINK projects based on a 50% State/50% Local split.

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

Attachment: Final Payment Documents
Change Order No. 1



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

PROJECT: KLINK 1R Resurfacing Project, Broadway (US69B), Madison to Second - KDOT Project No. 69B-19 U-0029-01 DATE: May 19, 2014 PAY ESTIMATE: Final

CONTRACTOR: Blevins Asphalt Construction Co., Inc.
P.O. Box 230
Mt. Vernon, MO 65712

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	ADD QUANTITY	UNIT	UNIT COST	NEW CONTRACT AMOUNT	% COMPLETE	VALUE
1	Mobilization	1	L.S.	\$ 7,975.00	\$ 7,975.00					100%	\$ 7,975.00
2	Traffic Control	1	L.S.	\$ 17,300.00	\$ 17,300.00					100%	\$ 17,300.00
3	Milling (2" Nominal)	26,192	S.Y.	\$ 0.91	\$ 23,834.72					100%	\$ 23,834.72
4	HMA Commercial Grade (Class A)	3,168	Tons	\$ 59.02	\$ 186,975.36	-586	2,582	\$59.02	\$ 152,389.64	100%	\$ 152,389.64
5	Pavement Marking (Thermoplastic) (Yellow) (4")	7,116	L.F.	\$ 0.61	\$ 4,340.76					100%	\$ 4,340.76
6	Pavement Marking (Thermoplastic) (Yellow) (12")	85	L.F.	\$ 6.33	\$ 538.05					100%	\$ 538.05
7	Pavement Marking (Thermoplastic) (White) (6")	3,443	L.F.	\$ 0.87	\$ 2,995.41					100%	\$ 2,995.41
8	Pavement Marking (Thermoplastic) (White) (24")	361	L.F.	\$ 13.50	\$ 4,873.50					100%	\$ 4,873.50
9	Pavement Marking (Patterned Cold Plastic) (White) (Left Arrow)	4	Each	\$ 187.00	\$ 748.00					100%	\$ 748.00
10	Pavement Marking (Patterned Cold Plastic) (White) (Handicap Parking)	3	Each	\$ 207.50	\$ 622.50					100%	\$ 622.50
NEW	Change Order #1					1		\$ (3,895.32)	\$ (3,895.32)	100%	\$ (3,895.32)

	Value of Completed Work	\$ 211,722.26
	Less 10% Retainage	\$ -
	Less Previous Estimates	\$ 200,162.64
	Total Deductions	\$ -
	Amount Due Contractor on this Estimate	\$ 11,559.62

REQUESTED BY: BLEVINS ASPHALT CONSTRUCTION CO., INC.

[Signature] DATE: 6-9-14

REVIEWED BY: JACOB REAGAN, ENGINEERING TECHNICIAN, CITY OF PITTSBURG
[Signature] DATE: 6-9-14

APPROVED BY: WILLIAM A. BEASLEY, DIRECTOR OF PUBLIC WORKS, CITY OF PITTSBURG
[Signature] DATE: 6/9/14



KLINK 1R RESURFACING PROJECT
Broadway (US-69B), Madison to Second
KDOT Project No.. 69B-19 U-0029-01
Change Order No. 1

CONTRACTOR: Blevins Asphalt Construction Co., Inc. Date: May 19, 2014

P.O. Box 230

Mt. Vernon, Missouri 65712

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$ 250,203.30
CHANGE ORDER NO. 1 DATED 05-19-2014.....	\$ (38,481.04)
CHANGE ORDER NO. DATED	\$ -
NEW CONTRACT CONSTRUCTION AMOUNT.....	\$ 211,722.26

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
4	HMA Commercial Grade (Class A)	-586	Tons	\$ 59.02	\$ (34,585.72)
NEW	Asphalt Quality Adjustment	1	LS	\$ (3,895.32)	\$ (3,895.32)

TOTAL CHANGE ORDER NO. 1.....	\$ (38,481.04)
NEW CONTRACT CONSTRUCTION AMOUNT.....	\$ 211,722.26
ENGINEERING AND INSPECTION (10%).....	\$ -
LEGAL AND ADMINISTRATIVE (5%).....	\$ -
NEW PROJECT TOTAL.....	\$ 211,722.26

ACCEPTED BY: Blevins Asphalt Construction Co., Inc.

[Signature] DATE: 6-4-14

SUBMITTED BY: Jacob Reagan, Engineering Tech, City of Pittsburg

[Signature] DATE: 6-9-14

APPROVED BY: William A. Beasley, Director of Public Works, City of Pittsburg

[Signature] DATE: 6/9/14

DATE OF APPROVAL BY CITY COMMISSION: _____



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

FINAL PAYMENT DUE CONTRACTOR

PROJECT: KLINK 1R Resurfacing, Broadway (US69B), Madison to Second - KDOT Project No. 69B-19 U-0029-01	Date: May 19, 2014
CONTRACTOR: Blevins Asphalt Construction Co., Inc. P.O. Box 230 Mt. Vernon, MO 65712	
ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$ 250,203.30
CHANGE ORDER NO. 1 DATED 05-19-2014.....	\$ (38,481.04)
CHANGE ORDER NO. _ DATED _____.....	\$ -
CHANGE ORDER NO. _ DATED _____.....	\$ -
CHANGE ORDER NO. _ DATED _____.....	\$ -
TOTAL CONSTRUCTION COST.....	\$ 211,722.26
Less Previous Payments.....	\$ 200,162.64
BALANCE DUE CONTRACTOR (FINAL PAYMENT).....	\$ 11,559.62

ACCEPTED BY: Blevins Asphalt Construction Co., Inc.

[Signature]

DATE: 6-4-14

SUBMITTED BY: Jacob Reagan, Engineering Technician, City of Pittsburg

[Signature]

DATE: 6-9-14

APPROVED BY: William A. Beasley, Director of Public Works, City of Pittsburg

[Signature]

DATE: 6/9/14

DATE OF APPROVAL BY CITY COMMISSION: _____



**TO BE TYPED
ON COMPANY LETTERHEAD**

**CONSENT OF SURETY
TO REDUCTION IN OR
RELEASE OF RETAINAGE**

PROJECT: KLINK 1R Project US-69B-19-U-0029-01

TO: City of Pittsburg, KS

CONTRACT FOR: Repaving Broadway from Madison
to Second

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the Travelers Casualty and Surety Company of America

Travelers Casualty and Surety Company of America, Surety
on bond of Blevins Asphalt Construction Co., Inc., Contractor,
hereby approves the reduction in or partial release of retainage to the Contractor, as
follows:

Total release of retainage.

The Surety agrees that such reduction in or partial or total release of retainage to the Contractor shall not relieve the Surety of any of its obligations to:

City of Pittsburg, KS

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, Travelers Casualty and Surety Company of America
the Surety has hereunto set its hand this 2nd day of June, ~~200~~2014

ATTEST:

(SEAL)

Theray A. Marvel

Travelers Casualty and Surety Company of America
Surety

Kelly R. Watson
Signature of Authorized Representative

Kelly R. Watson, Attorney-in-Fact

Title



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227429

Certificate No. 005726232

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

George R. Donnelly, Mark S. Nausser, Kelly R. Watson, Steven L. Nicholson, Erle D. Benton, Chandler H. Cullor, and Kari Boeckman

of the City of Overland Park, State of Kansas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of December, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 5th day of December, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of June, 2014.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



TO BE TYPED
ON COMPANY LETTERHEAD

TO: CITY CLERK
CITY OF PITTSBURG
PITTSBURG, KANSAS 66762

PROJECT: KLINK 1R Project US-69B-19-U-0029-01

In accordance with the provisions of the Contract of the above Project, I/We hereby certify and swear that all subcontractors, vendors, persons or firms who have furnished labor or materials for the work, and all rentals of materials, equipment, or property used in connection with the work, and that all taxes have been paid in full or otherwise satisfied.

<p>State of Kansas, <u>Missouri</u> <u>Greene</u> County</p> <p>On this <u>4th</u> day of <u>June</u>, 200<u>14</u>, before me, a Notary Public in and for the aforementioned County and State, personally appeared <u>Adam Boswell</u>, to me known to be the identical person who executed the above statement.</p> <p><u>Melinda Williford</u> Notary Public</p> <p>My Commission Expires: <u>1/21/17</u></p>	<p>Contractor: Blevins Asphalt Construction Co., Inc.</p> <p>By: <u>[Signature]</u></p> <p>Title: _____</p> <p>Seal: _____ (If Corporate)</p>
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The Travelers Casualty and Surety Company of America, Surety Company on bond for the above project hereby approves the final payment to the Contractor, and agrees that the final payment shall not relieve the Surety Company of any of its obligations to the City of Pittsburg as set forth in the Surety Company's bond.

IN WITNESS this 2nd day of June, ~~200~~2014.

(SEAL):

Travelers Casualty and Surety Company of America

[Signature]

Kelly R. Watson, Attorney-in-Fact
Signature of Authorized Representative

ATTORNEY-IN-FACT

RESIDENT AGENT.

cc: Engineering Division



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227429

Certificate No. 005726233

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

George R. Donnelly, Mark S. Nauser, Kelly R. Watson, Steven L. Nicholson, Erle D. Benton, Chandler H. Cullor, and Kari Boeckman

of the City of Overland Park, State of Kansas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of December, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 5th day of December, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of June, 2014

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



DEPARTMENT OF PUBLIC WORKS

(620) 231-4170

201 West 4th Street · Pittsburg KS 66762

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: June 11, 2014

SUBJECT: Agenda Item – June 24, 2014
Final Payment and Change Order No. 2
2013 Street Program Milling
Walnut Street (Quincy to 3rd); Joplin Street (4th to 6th) (9th to 20th)

The contractor, Blevins Asphalt Construction, Inc., of Mt. Vernon, Missouri, has completed all work on the above-referenced project and is now requesting final payment. They have also submitted for consideration Change Order No. 2 reflecting an increase of \$5,337.50. This change order is the result of the City requesting the contractor to provide plastic pavement marking in lieu of the City painting the traffic markings. This will bring the total project cost to \$159,069.65 and make final payment to Blevins Asphalt Construction, Inc. in the amount of \$21,529.08.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 24, 2014. Action necessary will be approval or disapproval of Change Order No. 2 and for final payment to Blevins Asphalt Construction, Inc. This project is being paid from the street sales tax fund.

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

Attachment: Final Payment Documents
Change Order No. 2



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

PROJECT: 2013 Street Program Milling
Walnut Street (Quincy to 3rd)
Joplin Street (4th to 6th)
Joplin Street (9th to 20th)

PAY ESTIMATE: FINAL

CONTRACTOR: Blevins Asphalt Construction Co., Inc.
P.O. Box 230
Mt. Vernon, MO 65712

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	ADD QUANTITY	UNIT	UNIT COST	NEW CONTRACT AMOUNT	% COMPLETE	VALUE
1	Mobilization	1	L.S.	\$ 5,720.00	\$ 5,720.00					100%	\$ 5,720.00
2	Traffic Control	1	L.S.	\$ 1,020.00	\$ 1,020.00					100%	\$ 1,020.00
3	Milling	36055	Ton	\$ 0.91	\$ 32,810.05					100%	\$ 32,810.05
4	Change Order 1: HMA (Commercial Grade)(Class A)					1758	TONS	\$ 64.95	\$ 114,182.10	100%	\$ 114,182.10
5	Change Order 2: Pavement Marking (Thermoplastic)(Yellow)(4")					8750	L.F.	\$ 0.61	\$ 5,337.50	100%	\$ 5,337.50
Value of Completed Work											\$ 159,069.65
Less 10% Retainage											\$ -
Less Previous Estimates											\$ 137,540.57
Total Deductions											\$ 137,540.57
Amount Due Contractor on this Estimate											\$ 21,529.08

REQUESTED BY: BLEVINS ASPHALT CONSTRUCTION CO., INC.

[Signature] _____ **DATE:** 5-13-14

REVIEWED BY: JACOB REAGAN, ENGINEERING TECHNICIAN, CITY OF PITTSBURG

[Signature] _____ **DATE:** 6/3/2014

APPROVED BY: WILLIAM A. BEASLEY, DIRECTOR OF PUBLIC WORKS, CITY OF PITTSBURG

[Signature] _____ **DATE:** 6/3/2014



2013 Street Program Milling
 Walnut Street (Quincy to Third)
 Joplin Street (4th to 6th)(9th to 20th)
Change Order No. 2

CONTRACTOR: Blevins Asphalt Construction Co., Inc. Date: May 2, 2014

P.O. Box 230

Mt. Vernon, Missouri 65712

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$ 39,550.05
CHANGE ORDER NO.1 DATED <u>08-21-2013</u>	\$ 114,182.10
CHANGE ORDER NO. 2 DATED <u>05-02-2014</u>	\$ 5,337.50
NEW CONTRACT CONSTRUCTION AMOUNT.....	\$ 159,069.65

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
Add	Pavement Marking (Thermoplastic)(Yellow)(4")	8750	L.F.	\$ 0.61	\$ 5,337.50

TOTAL CHANGE ORDER NO. 1.....	114,182.10
TOTAL CHANGE ORDER NO. 2.....	\$ 5,337.50
NEW CONTRACT CONSTRUCTION AMOUNT.....	\$ 159,069.65
ENGINEERING AND INSPECTION (10%).....	\$ -
LEGAL AND ADMINISTRATIVE (5%).....	\$ -
NEW PROJECT TOTAL.....	\$ 159,069.65

ACCEPTED BY: Blevins Asphalt Construction Co., Inc.

[Signature] DATE: 5-13-14

SUBMITTED BY: Jacob Reagan, Engineering Tech, City of Pittsburg

[Signature] DATE: 6/3/2014

APPROVED BY: William A. Beasley, Director of Public Works, City of Pittsburg

[Signature] DATE: 6/23/14

DATE OF APPROVAL BY CITY COMMISSION: _____



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

FINAL PAYMENT DUE CONTRACTOR

PROJECT: 2013 STREET PROGRAM MILLING
 WALNUT STREET (QUINCY TO 3RD)
 JOPLIN STREET (4TH TO 6TH)
 JOPLIN STREET (9TH TO 20TH)

Date: May 2, 2014

CONTRACTOR: Blevins Asphalt Construction Co., Inc.
 P.O. Box 230
 Mt. Vernon, MO 65712

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$	39,550.05
CHANGE ORDER NO. 1 DATED 08-21-2013.....	\$	114,182.10
CHANGE ORDER NO. 2 DATED 05-02-2014.....	\$	5,337.50
CHANGE ORDER NO. _ DATED _____.....	\$	-
CHANGE ORDER NO. _ DATED _____.....	\$	-
TOTAL CONSTRUCTION COST.....	\$	159,069.65
Less Previous Payments.....	\$	137,540.57
BALANCE DUE CONTRACTOR (FINAL PAYMENT).....	\$	21,529.08

ACCEPTED BY: Blevins Asphalt Construction Co., Inc.

James Cushman

DATE: 5-18-14

SUBMITTED BY: Jacob Reagan, Engineering Technician, City of Pittsburg

Jacob Reagan

DATE: 6/3/2014

APPROVED BY: William A. Beasley, Director of Public Works, City of Pittsburg

William A. Beasley

DATE: 6/3/14

DATE OF APPROVAL BY CITY COMMISSION: _____

**TO BE TYPED
ON COMPANY LETTERHEAD**

CONSENT OF SURETY

TO REDUCTION IN OR

RELEASE OF RETAINAGE

PROJECT: 2013 Street Program Milling

TO: City of Pittsburg, KS

CONTRACT FOR: 2013 Street Program Milling

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the Travelers Casualty and Surety Company of America, Surety on bond of Blevins Asphalt Construction Co., Inc., Contractor, hereby approves the reduction in or partial release of retainage to the Contractor, as follows:

Total release of retainage.

The Surety agrees that such reduction in or partial or total release of retainage to the Contractor shall not relieve the Surety of any of its obligations to:

City of Pittsburg, KS, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, Travelers Casualty and Surety Company of America
the Surety has hereunto set its hand this 16th day of May, ~~200~~2014

ATTEST:
Henry A. Marvel
(SEAL)

Travelers Casualty and Surety Company of America
Surety
Kelly R. Watson
Signature of Authorized Representative
Kelly R. Watson, Attorney-in-Fact
Title



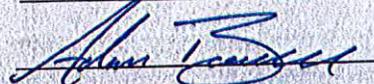
**CRETCHER • HEARTLAND TO BE TYPED
ON COMPANY LETTERHEAD**

Bond #105966481

**TO: CITY CLERK
CITY OF PITTSBURG
PITTSBURG, KANSAS 66762**

PROJECT: 2013 Street Program Milling

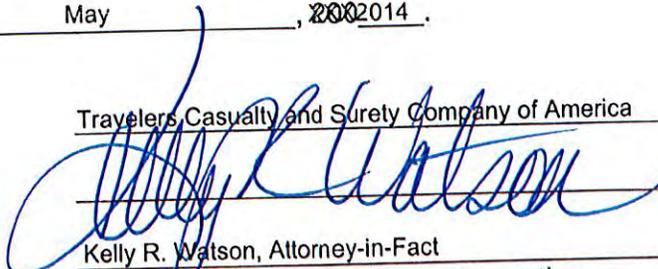
In accordance with the provisions of the Contract of the above Project, I/We hereby certify and swear that all subcontractors, vendors, persons or firms who have furnished labor or materials for the work, and all rentals of materials, equipment, or property used in connection with the work, and that all taxes have been paid in full or otherwise satisfied.

<p>State of Kansas, <u>Missouri</u> <u>Greene</u> County</p> <p>On this <u>16th</u> day of <u>May</u>, <u>2014</u>, before me, a Notary Public in and for the aforementioned County and State, personally appeared <u>Adam Boswell</u>, to me known to be the identical person who executed the above statement.</p> <p><u>Melinda Williford</u> Notary Public</p> <p>My Commission Expires: <u>1/21/17</u></p>	<p>Contractor: <u>Blevins Asphalt Const. Co., Inc.</u></p> <p>By: <u></u></p> <p>Title: <u>Vice President</u></p> <p>Seal: _____ (If Corporate)</p>
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The Travelers Casualty and Surety Company of America, Surety Company on bond for the above project hereby approves the final payment to the Contractor, and agrees that the final payment shall not relieve the Surety Company of any of its obligations to the City of Pittsburg as set forth in the Surety Company's bond.

IN WITNESS this 16th day of May, ~~200~~2014.

(SEAL):

Travelers Casualty and Surety Company of America

Kelly R. Watson, Attorney-in-Fact
Signature of Authorized Representative

ATTORNEY-IN-FACT

RESIDENT AGENT.

cc: Engineering Division



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227429

Certificate No. 005726231

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

George R. Donnelly, Mark S. Nausser, Kelly R. Watson, Steven L. Nicholson, Erle D. Benton, Chandler H. Cullor, and Kari Boeckman

of the City of Overland Park, State of Kansas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of December, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 5th day of December, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of May, 2014.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Policy & Research
915 SW Harrison St
Topeka KS 66612-1588

Nick Jordan, Secretary
Richard Cram, Director



Department of Revenue

Phone: 785-296-3081
FAX: 785-296-7928
www.ksrevenue.org

Sam Brownback, Governor

STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

Name of Entity to whom Project Exemption Certificate was Issued

201 W 4th St

Pittsburg

KS

66762

Street Address

City

State

Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under **Exemption Certificate Number 0000038099**, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(c), (d), (e), (xx), (aaa), (ccc), (iii), (qqq), (sss), (ttt), (uuu), (xxx) and (yyy) as amended.

Blevins Asphalt Construction Co., Inc.

Contractor / Subcontractor

P.O. Box 230

P.O. Box and/or Street Number and Name

Mt. Vernon, Missouri 65712

City, State Zip

Signature and Title of Authorized Representative

5-13-14

Date

INSTRUCTIONS

Upon completion of a tax exempt project, the contractor must furnish this certification to the exempt entity for which the work was performed. The exempt entity needs to retain this document in their files and record the actual date that the project was completed on-line at <https://www.kdor.org/taxcenter/>. All invoices must be retained by the contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue.

PR-77 (Rev. 05/07)

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	6/06/2014			172954		
C-CHECK	VOID CHECK	V	6/06/2014			172955		
C-CHECK	VOID CHECK	V	6/06/2014			172966		
C-CHECK	VOID CHECK	V	6/06/2014			172967		
C-CHECK	VOID CHECK	V	6/06/2014			172968		
C-CHECK	VOID CHECK	V	6/06/2014			172969		
C-CHECK	VOID CHECK	V	6/06/2014			172970		
C-CHECK	VOID CHECK	V	6/06/2014			172971		
C-CHECK	VOID CHECK	V	6/06/2014			172972		
C-CHECK	VOID CHECK	V	6/06/2014			172974		
C-CHECK	VOID CHECK	V	6/06/2014			172975		
C-CHECK	VOID CHECK	V	6/06/2014			172976		

* * 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:	12	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
		12	0.00	0.00	0.00
BANK: *	TOTALS:	12	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3516	CITY OF PITTSBURG	R	6/04/2014			172952		125.00
0523	AT&T	R	6/06/2014			172953		3,720.49
4263	COX COMMUNICATIONS KANSAS LLC	R	6/06/2014			172956		1,396.76
7151	TOTALFUNDS BY HASLER	R	6/06/2014			172957		1,000.00
1	HICKS, STEVE	R	6/06/2014			172958		100.00
1	LAMBDA SIGMA HONOR SOCIETY	R	6/06/2014			172959		50.00
2509	POWERPLAN, INC	R	6/06/2014			172960		130.01
0175	REGISTER OF DEEDS	R	6/06/2014			172961		4.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	6/06/2014			172962		88.25
5533	UNIVERSITY BANK	R	6/06/2014			172963		995.00
0093	US POST OFFICE	R	6/06/2014			172964		278.00
5589	VERIZON WIRELESS SERVICES, LLC	R	6/06/2014			172965		8,638.64
1108	WESTAR ENERGY	R	6/06/2014			172973		93,552.97
5371	PITTSBURG FAMILY YMCA	R	6/06/2014			172977		129.44
1	YMCA ACADEMY OF DANCE	R	6/06/2014			172978		811.25
1	LIRA, HUMBERTO AND MARIA	R	6/09/2014			172981		1,380.00
1	HEFLEY, STEVE AND PATRICIA	R	6/09/2014			172982		2,460.00
1	PASTEUR PROPERTIES LLC	R	6/12/2014			172983		3,655.00
1	ORIZOM PROPERTIES LLC	R	6/12/2014			172984		1,435.00
1	ACE FORMS	R	6/13/2014			172985		160.00
4263	COX COMMUNICATIONS KANSAS LLC	R	6/13/2014			172986		156.84
1	ECKLES, BETH	R	6/13/2014			172987		200.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	FIRST FEDERAL SAVINGS & LOAN	R	6/13/2014			172988		17,500.00
1	GILMORE, REGAN	R	6/13/2014			172989		45.00
1	MARANSANI, BART	R	6/13/2014			172990		45.00
0175	REGISTER OF DEEDS	R	6/13/2014			172991		16.00
0175	REGISTER OF DEEDS	R	6/13/2014			172992		64.00
0175	REGISTER OF DEEDS	R	6/13/2014			172993		64.00
1235	RHODES GROCERY INC	R	6/13/2014			172994		508.11
5994	SEKC HUMAN RESOURCE ASSOCIATIO	R	6/13/2014			172995		25.00
5589	VERIZON WIRELESS SERVICES, LLC	R	6/13/2014			172996		193.35
2350	WASTE CORPORATION OF MISSOURI	R	6/13/2014			172997		26.78
2876	A-PLUS CLEANERS & LAUNDRY	R	6/17/2014			172998		607.00
2004	AIRE-MASTER OF AMERICA, INC.	R	6/17/2014			172999		15.91
0748	CONRAD FIRE EQUIPMENT INC	R	6/17/2014			173000		5,340.21
6088	EMERGENCY RESPONSE SOLUTIONS,	R	6/17/2014			173001		169.00
0118	FED EX	R	6/17/2014			173002		161.17
6358	FIRE X INC	R	6/17/2014			173003		69.50
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	6/17/2014			173004		88.80
5770	JOPLIN FREIGHTLINER SALES INC	R	6/17/2014			173005		131.62
6656	KNIPP EQUIPMENT INC	R	6/17/2014			173006		612.00
6750	HW LOCHNER, BWR DIVISION	R	6/17/2014			173007		8,057.69
6214	PITT PLASTICS INC	R	6/17/2014			173008		978.12
6697	PITTSBURG EMERGENCY PHYSICIAN,	R	6/17/2014			173009		129.71

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0066	PITTSBURG PAINT	R	6/17/2014			173010		205.80
0397	PITTSBURG POLICE DEPT	R	6/17/2014			173011		136.08
6806	RED MUNICIPAL & INDUSTRIAL EQU	R	6/17/2014			173012		223.52
6716	SID BOEDEKER SAFETY SHOE SERVI	R	6/17/2014			173013		240.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	6/17/2014			173014		486.22
3069	VIA CHRISTI PROFESSIONAL SERVI	R	6/17/2014			173015		473.00
0011	AMERICAN ELECTRIC INC	E	6/11/2014			999999		236.98
0044	CRESTWOOD COUNTRY CLUB	E	6/11/2014			999999		245.00
0046	ETTINGERS OFFICE SUPPLY	E	6/11/2014			999999		1,286.25
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	6/11/2014			999999		816.00
0063	LOCKE WHOLESALE SUPPLY	E	6/11/2014			999999		850.15
0078	SUPERIOR LINEN SERVICE	E	6/11/2014			999999		36.35
0087	FORMS ONE	E	6/11/2014			999999		340.00
0088	D & H LEASING INC	E	6/11/2014			999999		102.99
0101	BUG-A-WAY INC	E	6/11/2014			999999		40.00
0105	PITTSBURG AUTOMOTIVE INC	E	6/11/2014			999999		1,343.21
0112	MARRONES INC	E	6/11/2014			999999		338.50
0117	THE MORNING SUN	E	6/11/2014			999999		234.97
0129	PROFESSIONAL ENGINEERING CONSU	E	6/11/2014			999999		2,600.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	6/11/2014			999999		320.00
0145	BROADWAY LUMBER COMPANY, INC.	E	6/11/2014			999999		519.71
0146	CHAPMAN'S LOCKSMITHING	E	6/11/2014			999999		129.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0154	BLUE CROSS & BLUE SHIELD	D	6/06/2014			999999		42,702.63
0154	BLUE CROSS & BLUE SHIELD	D	6/13/2014			999999		33,719.05
0194	KANSAS STATE TREASURER	E	6/11/2014			999999		6,273.50
0199	KIRKLAND WELDING SUPPLIES	E	6/11/2014			999999		220.00
0207	PEPSI-COLA BOTTLING CO OF PITT	E	6/11/2014			999999		785.00
0224	KDOR	D	6/06/2014			999999		2,816.48
0224	KDOR	D	6/12/2014			999999		4,825.79
0272	BO'S 1 STOP INC	E	6/11/2014			999999		81.53
0276	JOE SMITH COMPANY, INC.	E	6/11/2014			999999		2,593.34
0286	R & R PRODUCTS INC	E	6/11/2014			999999		235.30
0289	TITLEIST	E	6/11/2014			999999		601.05
0292	UNIFIRST CORPORATION	E	6/11/2014			999999		107.60
0294	COPY PRODUCTS, INC.	E	6/11/2014			999999		1,968.00
0300	PITTSBURG FORD-MERCURY, INC.	E	6/11/2014			999999		1,220.33
0321	KP&F	D	6/06/2014			999999		40,113.48
0329	O'MALLEY IMPLEMENT CO INC	E	6/11/2014			999999		186.36
0335	CUSTOM AWARDS PLUS INC	E	6/11/2014			999999		598.50
0337	CROSS-MIDWEST TIRE	E	6/11/2014			999999		1,201.96
0339	GENERAL MACHINERY	E	6/11/2014			999999		666.80
0375	CONVENIENT WATER COMPANY	E	6/11/2014			999999		85.40
0420	CONTINENTAL RESEARCH CORP	E	6/11/2014			999999		198.10
0534	TYLER TECHNOLOGIES INC	E	6/11/2014			999999		390.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0571	WILBERT MFG. & SUPPLY	E	6/11/2014			999999		306.00
0728	ICMA	D	6/06/2014			999999		948.93
0746	CDL ELECTRIC COMPANY INC	E	6/11/2014			999999		477.47
0823	TOUCHTON ELECTRIC INC	E	6/11/2014			999999		44.00
0844	HY-FLO EQUIPMENT CO	E	6/11/2014			999999		67.39
0867	CUMMINS CENTRAL POWER LLC	E	6/11/2014			999999		613.73
0910	SCAFFA	E	6/11/2014			999999		175.00
1050	KPERS	D	6/06/2014			999999		35,812.09
1478	KANSASLAND TIRE OF PITTSBURG	E	6/11/2014			999999		379.16
1576	PAVING MAINTENANCE SUPPLY INC	E	6/11/2014			999999		800.00
1792	B&L WATERWORKS SUPPLY, LLC	E	6/11/2014			999999		1,368.45
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	6/11/2014			999999		149.97
2707	THE LAWNSCAPE COMPANY, INC.	E	6/11/2014			999999		1,004.75
2767	BRENNTAG SOUTHWEST, INC	E	6/11/2014			999999		1,590.00
2841	KDHE	E	6/11/2014			999999		1,147.00
2960	PACE ANALYTICAL SERVICES INC	E	6/11/2014			999999		2,164.00
2994	COMMERCIAL AQUATIC SERVICE INC	E	6/11/2014			999999		140.74
3248	AIRGAS USA LLC	E	6/11/2014			999999		2,207.67
3261	PITTSBURG AUTO GLASS	E	6/11/2014			999999		50.00
33570	AMERICAN EXPRESS, INC	D	6/04/2014			999999		178.53
4126	EMERGENCY MEDICAL PRODUCT INC	E	6/11/2014			999999		239.80
4133	T.H. ROGERS HOMECENTER	E	6/11/2014			999999		326.05

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4307	HENRY KRAFT, INC.	E	6/11/2014			999999		55.04
4354	LIFESTYLE LEASING INC	E	6/11/2014			999999		600.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	6/11/2014			999999		403.50
4572	KANSAS RURAL WATER ASSOCIATION	E	6/11/2014			999999		900.00
4618	TRESA NOYES	E	6/11/2014			999999		845.00
4638	SOUND PRODUCTS	E	6/11/2014			999999		47.74
4796	UV DOCTOR, LLC	E	6/11/2014			999999		820.25
4956	YAMAHA MOTOR CORPORATION, U.S.	E	6/11/2014			999999		2,590.00
4970	ERIC VANCE	E	6/11/2014			999999		1,219.00
5185	FERGUSON ENTERPRISES INC	E	6/11/2014			999999		2,701.45
5275	US LIME COMPANY-ST CLAIR	E	6/11/2014			999999		3,845.09
5340	COMMERCE BANK TRUST	E	6/05/2014			999999		166,112.94
5581	KOAM, LLC	E	6/11/2014			999999		50.00
5590	HD SUPPLY WATERWORKS, LTD.	E	6/11/2014			999999		7,942.38
5640	CORRECT CARE SOLUTIONS LLC	E	6/11/2014			999999		87.50
5668	COUNTRYSIDE ANIMAL HOSPITAL OF	E	6/11/2014			999999		216.16
5791	HOSPITAL DISTRICT #1 OF CRAWFO	E	6/11/2014			999999		210.22
5855	SHRED-IT USA INC	E	6/11/2014			999999		164.83
5904	TASC	D	6/06/2014			999999		7,486.26
6175	HENRY C MENGHINI	E	6/11/2014			999999		1,335.00
6232	ASPHALT & FUEL SUPPLY LLC	E	6/11/2014			999999		13,976.27
6341	INDUSTRIAL SEALING & LUBRICATI	E	6/11/2014			999999		933.40

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6415	ING FINANCIAL ADVISORS	D	6/06/2014			999999		12,165.00
6480	WHITE CAP CONSTRUCTION SUPPLY,	E	6/11/2014			999999		9,151.62
6583	R.E. PEDROTTI CO, INC	E	6/11/2014			999999		9,361.64
6666	NEWARK CORPORATION	E	6/11/2014			999999		20.79
6718	NATIONAL SCREENING BUREAU	E	6/11/2014			999999		203.75
6772	INDUSTRIAL CRATING INC	E	6/11/2014			999999		1,770.00
6816	DEFFENBAUGH OF ARKANSAS LLC	E	6/11/2014			999999		94.20
6952	ADP INC	D	6/13/2014			999999		719.05
7033	JAY HATFIELD MOTORSPORTS	E	6/11/2014			999999		547.32
7081	CAPITAL ELECTRIC CONSTRUCTION	E	6/11/2014			999999		963.65
7118	SP DESIGN & MFG, INC	E	6/11/2014			999999		1,621.69
7158	WHIPPS, INC	E	6/11/2014			999999		1,265.00
7163	GRANT K. DAHMER	E	6/11/2014			999999		200.00
7187	MIDWEST MILLWORK	E	6/11/2014			999999		1,097.06

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		50	157,089.12	9.88CR	157,079.24
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		11	181,487.29	0.00	181,487.29
EFT:		85	271,469.17	13.62CR	271,455.55
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		146	610,045.58	23.50CR	610,022.08
BANK: 80144	TOTALS:	146	610,045.58	23.50CR	610,022.08

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0068	BROOKS PLUMBING LLC	E	6/09/2014			999999		449.66
0084	INTERSTATE EXTERMINATOR, INC.	E	6/16/2014			999999		1,200.00
0105	PITTSBURG AUTOMOTIVE INC	E	6/09/2014			999999		11.98
0253	TAMARA N NAGEL	E	6/09/2014			999999		42.00
0337	CROSS-MIDWEST TIRE	E	6/09/2014			999999		1.00
0375	CONVENIENT WATER COMPANY	E	6/16/2014			999999		30.00
0577	KANSAS GAS SERVICE	E	6/16/2014			999999		6,934.15
0710	HOLLAND ALIGNMENT	E	6/16/2014			999999		834.54
0806	JOHN L CUSSIMANIO	E	6/09/2014			999999		253.00
0866	AVFUEL CORPORATION	E	6/09/2014			999999		25,737.58
1478	KANSASLAND TIRE OF PITTSBURG	E	6/09/2014			999999		14.00
1629	PITTSBURG BEAUTIFUL	E	6/16/2014			999999		1,995.00
1767	KIM VOGEL	E	6/16/2014			999999		1,456.18
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	6/16/2014			999999		1,390.71
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	6/16/2014			999999		4,817.28
2733	JASON HUFFMAN	E	6/16/2014			999999		1,410.95
2921	DP2 BILLING SOLUTIONS, LLC	E	6/16/2014			999999		5,914.81
3126	W.W. GRAINGER, INC	E	6/16/2014			999999		212.86
3272	DUNCAN HOUSING LLC	E	6/09/2014			999999		200.00
4133	T.H. ROGERS HOMECENTER	E	6/09/2014			999999		155.44
5113	KAYE LEWIS	E	6/09/2014			999999		1,226.99
5195	FERN AND ANGERMAYER LLC	E	6/16/2014			999999		600.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5482	JUSTIN HART	E	6/16/2014			999999		59.99
6192	KATHLEEN CERNE	E	6/16/2014			999999		600.00
6595	AMAZON.COM, INC	E	6/09/2014			999999		15,349.15
6630	PATRICK WALKER	E	6/09/2014			999999		49.99
6846	GREENWAY ELECTRIC, INC.	E	6/16/2014			999999		23,121.58
7028	MATTHEW L. FRYE	E	6/16/2014			999999		400.00
7102	LACIE COTTRELL	E	6/16/2014			999999		198.24
7195	STANDARD AND POOR'S FINANCIAL	E	6/16/2014			999999		11,500.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	30	106,167.08	0.00	106,167.08
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
	30	106,167.08	0.00	106,167.08
BANK: EFT TOTALS:	30	106,167.08	0.00	106,167.08

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	R	6/04/2014			172951		58.25

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		1	58.25	0.00	58.25
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
			1	58.25	0.00	58.25
BANK: MAN	TOTALS:		1	58.25	0.00	58.25
REPORT TOTALS:		189		716,270.91	23.50CR	716,247.41

Passed and approved this 24th day of June, 2014.

Monica Murnan, Mayor

ATTEST:

Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS
66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: June 17, 2014

SUBJECT: Agenda Item – June 24, 2014
Special Event Request – SEK Art Fest 2014

On behalf of the 2014 SEK Art Fest, Jeff Wilbert and Leslie Harris are requesting a Special Event Permit to feature football statues on Broadway Street from 2nd Street to 8th Street where the fiberglass coal buckets were during the 2013 SEK Art Fest. These football statues will be on display beginning June 20, 2014 until Sunday, October 12, 2014. Due to the length of time exceeding the ten (10) day limit defined in the Zoning Ordinances and the fact that these statues will be displayed on public property, this Special Event Permit requires the approval of the Governing Body.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 24, 2014. Action necessary will be approval or disapproval of this request.

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