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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, September 23, 2014**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

- a. Invocation by Mike Hart of the Trinity Baptist Church
- b. Flag Salute Led by the Mayor
- c. Proclamation - Ella Buchanan Week - Received by Bev Clarkson
- d. Public Input

**CONSENT AGENDA:**

- a. Approval of the September 9, 2014, City Commission Meeting minutes.
- b. Approval of Change Order No. 1 reflecting an increase of \$12,605.40 making a new contract construction amount of \$81,667.40 and final payment in the amount of \$20,006.70 to RFB Construction Co., Inc., of Pittsburg, Kansas, for the Street Widening Project on the West Side of Homer Street North of Ford Street.
- c. Approval of Agreement No. 474-14 between the Kansas Department of Transportation and the City of Pittsburg, Kansas, to reference the use of State funds in lieu of Federal funds for the Quincy Street Improvements Project, KDOT Project No. 19 U-2287-01, and authorization for the Mayor and City Clerk to execute the Agreement on behalf of the City.
- d. Approval of staff recommendation to award the bid for repairs to the last of the two clarifiers at the Wastewater Treatment Plant to Unique Metal Fabrications, Inc., of Pittsburg, Kansas, based on their low bid of \$142,000 and, if approved, authorize the issuance of the necessary purchase requisition for this work.
- e. Approval of the Economic Development Advisory Committee's recommendation to forgive the first loan payment from Fireworks Leasing, LLC, in the amount of \$247,471.251, as they have fully complied with the City's requirement for loan forgiveness and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.
- f. Approval of the Appropriation Ordinance for the period ending September 23, 2014, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, September 23, 2014**  
**5:30 PM**

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**SPECIAL PRESENTATION:**

- a. Rachel Denton, of Novogradac & Company, LLP, will present the key findings from the recently completed Housing Needs Assessment.

**NON-AGENDA REPORTS & REQUESTS:**

- a. Director of Finance Jamie Clarkson will provide the Bi-Monthly Budget Report for period ending August 31, 2014.

**ADJOURNMENT**

**Office of the Mayor**  
CITY OF PITTSBURG, KANSAS

*Proclamation*

**Whereas:** Ella Buchanan served as the first librarian of the Pittsburg Public Library from 1901—1908; and

**Whereas:** Ella Buchanan left Pittsburg to pursue her dream as an artist studying and later teaching at the Art Institute of Chicago; and

**Whereas:** Ella Buchanan received world-wide recognition as a sculptor, using her artistic talent to draw attention to significant social issues of her time, including poverty, women's suffrage and war. Her best known work "The Suffragist Trying to Arouse her Sisters" became the national emblem for the Women's Suffrage Movement in the early 20<sup>th</sup> century; and

**Whereas:** Ella Buchanan moved to Hollywood in 1915 and achieved acclaim as an artist in the early motion picture industry. Her sculpture of Abraham Lincoln was cast in silver and presented to President Warren G. Harding; and

**Whereas:** Ella Buchanan was the recipient of the Eleanor Roosevelt Award for Distinguished Achievement by a Woman in 1940. And now, over 100 years after leaving Pittsburg, the Pittsburg Public Library will celebrate her achievements and unveil an original bronze sculpture by Ella Buchanan at a reception in her honor on Friday, September 26<sup>th</sup>, 2014, at 2:00 pm.

**Now, Therefore,** I, Monica Murnan, Mayor of the City of Pittsburg, Kansas, do hereby proclaim September 22<sup>nd</sup> through September 28<sup>th</sup>, 2014, as

**ELLA BUCHANAN WEEK IN PITTSBURG**

and call upon the citizens of Pittsburg to join in this special observance.

Dated this 23<sup>rd</sup> day of September, 2014.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
September 9<sup>th</sup>, 2014

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A Regular Session of the Board of Commissioners was held at 5:30 p.m., on Tuesday, September 9<sup>th</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.

K.O. Noonoo of the Presbyterian Church provided the invocation.

Mayor Murnan led the flag salute.

PROCLAMATION – Mayor Murnan proclaimed September 17<sup>th</sup> through 23<sup>rd</sup>, 2014, as Constitution Week in Pittsburg.

APPROVAL OF MINUTES – AUGUST 26<sup>th</sup>, 2014 - On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the August 26<sup>th</sup>, 2014, City Commission Meeting minutes as submitted. Motion carried.

PROPERTY ACQUISITION – QUINCY STREET IMPROVEMENT PROJECT – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved payment to property owners for the acquisition of properties necessary for the Quincy Street Improvements Project. Motion carried.

PROPERTY ACQUISITION – PARKS AND RECREATION DEPARTMENT - On motion of O'Bryan, seconded by Ketterman, the Governing Body approved staff request to pay \$768.54 to the Crawford County Treasurer's Office to remove back taxes and obtain 1.9 acres in the Albert S. Warren Subdivision from the Blancett family. Motion carried.

COLUMBIA ARTISTS MANAGEMENT LLC CONTRACT – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved staff request to enter into a contract with Columbia Artist Management LLC for \$18,000 for the National Circus & Acrobats of the People's Republic of China to perform at Memorial Auditorium on December 18, 2015. Motion carried.

REVISED EMERGENCY SOLUTIONS GRANT APPLICATION – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved staff request to submit a revised Emergency Solutions Grant application in the amount of \$50,000 to the State of Kansas for Rapid Re-Housing activities, to provide rental assistance and address underlying barriers to homeless individuals and families in the Pittsburg community. Motion carried.

LOAN PAYMENT FORGIVENESS – KENDALL PACKAGING – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the Economic Development Advisory Committee's recommendation to forgive both the 2013 and the 2014 installments of the forgivable loan valued at \$13,858.48 (\$6,929.24 for each of the two years) to be made by Kendall Packaging, as they have complied with the requirements set forth in the forgivable loan documents and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
September 9<sup>th</sup>, 2014

---

LOAN PAYMENT FORGIVENESS – C.P. COMMUNICATIONS – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the Economic Development Advisory Committee's recommendation to forgive the 2014 installment of the forgivable loan valued at \$12,532.21 to be made by C.P. Communications, as they have complied with the requirements set forth in the forgivable loan documents and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the Appropriation Ordinance for the period ending September 9<sup>th</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.

ORDINANCE NO. G-1208 – On motion of Munsell, seconded by Ketterman, the Governing Body approved Ordinance No. G-1208, amending section 78-114 of the Pittsburg City Code to prohibit parking during the hours of 2:00 p.m. and 4:00 p.m. Monday through Friday on the east side of North Miles Street from the north side of the alley between 4th and 5th Street north to 5th Street, on first and only reading. Motion carried.

SURPLUS PROPERTY DECLARATION – FIRE ENGINE 9 – On motion of O'Bryan, seconded by Gray, the Governing Body approved staff request to declare Fire Engine 9 as surplus property and authorized staff to donate the unit to a City or Fire District. Motion carried.

PROPERTY ACQUISITION RESOLUTION – On motion of Gray, seconded by O'Bryan, the Governing Body adopted a Resolution authorizing City Manager Daron Hall to act on behalf of the City of Pittsburg in accepting the former Social Security Administration building located at 801 South Broadway. Motion carried.

REVISED CITY PURCHASING POLICY – On motion of Ketterman, seconded by Gray, the Governing Body approved staff recommendation to adopt a newly revised City Purchasing Policy, with the protest period for bidders to be extended from three days to five days, and authorized the Mayor to sign the Policy on behalf of the City. Motion carried.

Commissioners asked if the Local Preference Policy had been reviewed and altered. City Manager Daron Hall indicated that studies have been done, and at this time, information is not available to warrant a change from the current 3% preference for local bidders. City Manager Hall stated that if Commissioners would like the percentage changed, staff would be happy to comply. Commissioner Munsell indicated that he would like to see the percentage raised. Mayor Murnan suggested that City staff poll area towns to see what their local preference percentage is. Commissioner Gray suggested cities also be asked if their local preference rate has been raised recently and if so, how the raise was received by bidders.

Commissioner Ketterman suggested the timeframe for bidders to protest a bid award be extended from three days to five days.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
September 9<sup>th</sup>, 2014

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RESOLUTION NO. 1158 – On motion of O'Bryan, seconded by Munsell, the Governing Body adopted Resolution No. 1158, authorizing the redemption of the City General Obligation Bonds, Series 2006C, maturing on and after September 1, 2015, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

RESOLUTION NO. 1159 – On motion of O'Bryan, seconded by Gray, the Governing Body adopted Resolution No. 1159, adopting and approving the proposed Capital Improvements Program (CIP) for the years 2015-2019, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

Commissioners Gray and O'Bryan suggested the Capital Improvements Program documents be posted for citizens to review at their convenience. City Manager Hall indicated that the Capital Improvements Program documents will be posted on the City's web page.

NON-AGENDA REPORTS AND REQUESTS:

STREET REPORT - Director of Public Works William Beasley provided a report on current street projects.

ADJOURNMENT: On motion of Munsell, seconded by Gray, the Governing Body adjourned the meeting at 6:26 p.m. Motion carried.

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Monica Murnan, Mayor

ATTEST:

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Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

(620) 231-4170

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

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** September 16, 2014

**SUBJECT:** Agenda Item – September 23, 2014  
Final Payment and Change Order No. 1  
Street Widening – West Side of Homer Street North of Ford Street

---

The contractor, RFB Construction Co., Inc., of Pittsburg, has completed all work on the above-referenced project and is now requesting final payment. City staff has reviewed the quantities on this project with the contractor and has prepared Change Order No. 1 reflecting an increase of \$12,605.40 for the adjustment of quantities for this project as well as additional work outside the original scope of work.

- *Line Items 5 (Remove Concrete Pavement) and 8 (7" Concrete Pavement)* - Increased due to a 4" void discovered underneath a 100'+ section of the street. The areas being replaced as part of the original scope of work had already settled. During the removal of this pavement, a void was discovered under a portion of the adjacent section. This section would have eventually fallen. Also, five (5) concrete patches were added to the north of the project in front of the Weede Building.
- *Line Items 6 (Remove Curb and Gutter) and 9 (2'-6" Curb and Gutter)* - Increased because a longer taper was needed on the west side of the street.
- *Line Item 10 ((Adjust Sanitary Sewer MH Lid Elevation)* – Quantity adjustment from 1 Each to 2 Each.
- *Line Item 11 (12" RCP)* – This item was not used.
- *Line Item 11a (15" RCP)* – Substituted for the 12" RCP.

**MEMO TO: DARON HALL**  
**SEPTEMBER 16, 2014**  
**PAGE TWO**

The changes will bring the total project cost to \$81,667.40 and make final payment to RFB Construction Co., Inc. in the amount of \$20,006.70.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 23, 2014. Action necessary will be approval or disapproval of Change Order No. 1 and for final payment to RFB Construction Co., Inc. If you recall, the funding for this project is being paid through street sales tax funds.

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: Street Widening - West Side of Homer Street

CONTRACTOR: RFB Construction Company, Inc.  
565 E. 520th Avenue  
Pittsburg, KS 66762

Pay Application No. - (FINAL)  
Date: September 3, 2014

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$ 69,062.00
CHANGE ORDER NO. 1 DATED 09-03-2014.....	\$ 12,605.40
<b>NEW CONTRACT CONSTRUCTION AMOUNT.....</b>	<b>\$ 81,667.40</b>

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	CHANGE QUANTITY	UNIT	UNIT COST	NEW CONTRACT AMOUNT	UNIT COMPLETE	VALUE
1	Mobilization	1	L.S.	\$ 3,000.00	\$ 3,000.00					1	\$ 3,000.00
2	Erosion Control	1	L.S.	\$ 1,500.00	\$ 1,500.00					1	\$ 1,500.00
3	Site Restoration	1	L.S.	\$ 6,000.00	\$ 6,000.00					1	\$ 6,000.00
4	Traffic Control	1	L.S.	\$ 1,500.00	\$ 1,500.00					1	\$ 1,500.00
5	Remove Concrete Pavement	237	S.Y.	\$ 24.00	\$ 5,688.00	123.4	S.Y.			360.4	\$ 8,649.60
6	Remove Curb and Gutter	681	L.F.	\$ 6.00	\$ 4,086.00	40.5	L.F.			721.5	\$ 4,329.00
7	Remove Structures	2	Each	\$ 2,200.00	\$ 4,400.00					2	\$ 4,400.00
8	7" Concrete Pavement	452	S.Y.	\$ 57.00	\$ 25,764.00	123.4	S.Y.			575.4	\$ 32,797.80
9	2'-6" Curb and Gutter	681	L.F.	\$ 14.00	\$ 9,534.00	40.5	L.F.			721.5	\$ 10,101.00
10	Adjust Sanitary Sewer MH Lid Elevation	1	Each	\$ 950.00	\$ 950.00	1	Each			2	\$ 1,900.00
11	12" RCP	10	L.F.	\$ 64.00	\$ 640.00	-10	L.F.			0	\$ -
Add 11A	15" RCP					12	L.F.	\$ 80.00	\$ 960.00	12	\$ 960.00
12	Type 22 Curb Inlet	2	Each	\$ 3,000.00	\$ 6,000.00					2	\$ 6,000.00
New	Concrete Differential (4000#/8-Sack)					7	C.Y.	\$ 15.00	\$ 105.00	7	\$ 105.00
New	Removal of Asphalt Overlay					1	L.S.	\$ 425.00	\$ 425.00	1	\$ 425.00

Value of Completed Work	\$ 81,667.40
Less Retainage	\$ -
Less Previous Estimates	\$ 61,660.70
Total Deductions	\$ 61,660.70
Amount Due Contractor on this Estimate	\$ 20,006.70

REQUESTED BY: RFB CONSTRUCTION COMPANY, INC.

Duane Meach DATE: 9/11/14

REVIEWED BY: GREG HARDISTER, ENGINEERING SUPERVISOR, CITY OF PITTSBURG

Greg Hardister DATE: 9-9-14

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

William A. Beasley DATE: 9/9/14



## Street Widening West Side of Homer Street Change Order No. 1

CONTRACTOR: RFB Construction Co., Inc. Date: September 3, 2014

565 E. 520th Avenue  
Pittsburg, Kansas 66762

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$ 69,062.00
CHANGE ORDER NO. <u>1</u> DATED <u>09-03-2014</u> .....	\$ 12,605.40
NEW CONTRACT CONSTRUCTION AMOUNT.....	\$ 81,667.40

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
5	Remove Concrete Pavement	123.4	SY	\$ 24.00	\$ 2,961.60
6	Remove Curb and Gutter	40.5	LF	\$ 6.00	\$ 243.00
8	7" Concrete Pavement	123.4	SY	\$ 57.00	\$ 7,033.80
9	2'-6" Curb and Gutter	40.5	LF	\$ 14.00	\$ 567.00
10	Adjust Sanitary Sewer MH Lid Elevation	1	EA	\$ 950.00	\$ 950.00
11	12" RCP	-10	LF	\$ 64.00	\$ (640.00)
ADD 11A	15" RCP	12	LF	\$ 80.00	\$ 960.00
ADD	Concrete Differential (4000#/8-Sack)	7	CY	\$ 15.00	\$ 105.00
ADD	Removal of Asphalt Overlay	1	LS	\$ 425.00	\$ 425.00

TOTAL CHANGE ORDER NO. 1.....	\$ 12,605.40
NEW CONTRACT CONSTRUCTION AMOUNT.....	\$ 81,667.40
ENGINEERING AND INSPECTION (10%).....	\$ -
LEGAL AND ADMINISTRATIVE (5%).....	\$ -
NEW PROJECT TOTAL.....	\$ 81,667.40

ACCEPTED BY: RFB Construction Co., Inc.  
Dobbi A. Hensch \_\_\_\_\_ DATE: 9/11/14

SUBMITTED BY: Greg Hardister, Engineering Supervisor, City of Pittsburg  
Greg Hardister \_\_\_\_\_ DATE: 9-9-14

APPROVED BY: William A. Beasley, Director of Public Works, City of Pittsburg  
William A. Beasley \_\_\_\_\_ DATE: 9/19/14

DATE OF APPROVAL BY CITY COMMISSION: \_\_\_\_\_



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

**FINAL PAYMENT DUE CONTRACTOR**

PROJECT: Street Widening - West Side of Homer Street Date: September 3, 2014

CONTRACTOR: RFB Construction Construction Co., Inc.  
 565 E. 520th Avenue  
 Pittsburg, Kansas 66762

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$ 69,062.00
CHANGE ORDER NO. <u>1</u> DATED <u>09-03-2014</u> .....	\$ 12,605.40
CHANGE ORDER NO. <u>  </u> DATED <u>  </u> .....	\$ -
CHANGE ORDER NO. <u>  </u> DATED <u>  </u> .....	\$ -
CHANGE ORDER NO. <u>  </u> DATED <u>  </u> .....	\$ -
TOTAL CONSTRUCTION COST.....	\$ 81,667.40
Less Previous Payments.....	\$ 61,660.70
<b>BALANCE DUE CONTRACTOR (FINAL PAYMENT).....</b>	<b>\$ 20,006.70</b>

ACCEPTED BY: RFB Construction Company, Inc.

*Debbi A. Kuehl*

DATE: 9/11/14

SUBMITTED BY: Greg Hardister, Engineering Supervisor, City of Pittsburg

*Greg Hardister*

DATE: 9-9-14

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

*William A. Beasley*

DATE: 9/9/14

DATE OF APPROVAL BY CITY COMMISSION: \_\_\_\_\_



Construction Company, Inc.

565 E. 520<sup>th</sup> Ave  
Pittsburg, KS 66762

Phone: (620) 232-2900

Fax: (620) 232-2998



WOMAN OWNED  
**BUSINESS**



Qualified in: KS, AR, MO, TX, TN & OK

TO: CITY CLERK  
CITY OF PITTSBURG  
PITTSBURG, KANSAS 66762

PROJECT: Street Widening - west side of  
Homer Street.  
bond #GRKS27625

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.

NOTARY PUBLIC  
SHELLEY K. CORN  
STATE OF KANSAS My Appl. Exp. 10-9-15

State of Kansas, <u>Crawford</u> County	Contractor: <u>RFB Construction Co INC</u>
On this <u>11<sup>th</sup></u> day of <u>September</u> , 20 <u>14</u> , before me, a Notary Public in and for the aforementioned County and State, personally appeared <u>Deborah A Beuchner</u>	By: <u>Deborah A Beuchner</u>
to me known to be the identical person who executed the above statement.	Title: <u>President</u>
<u>Shelley K. Corn</u> Notary Public	Seal: _____ (If Corporate)
My Commission Expires: <u>10-9-2015</u>	

The Granite Re, Inc., 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 12th day of September, 2014

(SEAL):

Granite Re, Inc.  
14001 Quailbrook Drive, Oklahoma City, OK 73134

Travis Barker  
Signature of Authorized Representative

ATTORNEY-IN-FACT Travis Barker

RESIDENT AGENT.

cc: Engineering Division





**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS BARKER; SHANE DAVOLT; PEGGY MARRS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

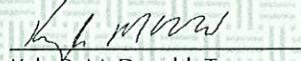
TRAVIS BARKER; SHANE DAVOLT; PEGGY MARRS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 27<sup>th</sup> day of February, 2014.

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



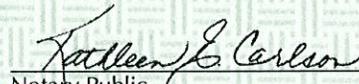
  
\_\_\_\_\_  
Kenneth D. Whittington, President

  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 27<sup>th</sup> day of February, 2014, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



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

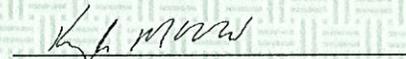
**GRANITE RE, INC.**  
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 12<sup>th</sup> day of September, 20 14.



  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer





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:** September 16, 2014

**SUBJECT:** Agenda Item – September 23, 2014  
KDOT Agreement No. 474-14  
Quincy Street Improvements  
KDOT Project No. 19 U-2287-01

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KDOT has prepared and submitted to the City for approval Agreement No. 474-14 between the City of Pittsburg and the Secretary of Transportation to participate in funding for the Quincy Street Improvements Project. This is a final-revised agreement to reference the use of State funds in lieu of Federal funds for this project. These funds will come from the City allocation of the Federal Exchange Funds administered by KDOT. The improvements to Quincy Street include widening of Quincy Street from Broadway Street to a point approximately 150 feet east of Joplin Street to three lanes of concrete pavement. It also includes a new traffic signal at the intersection of Quincy and Joplin.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 23, 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.

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

Attachment: Agreement

PROJECT NO. 19 U-2287-01  
ROAD IMPROVEMENTS  
CITY OF PITTSBURG, KANSAS

## AGREEMENT

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

### RECITALS:

- A. The City has requested and Secretary has authorized a city street Project, as further described in this Agreement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets utilizing state funds.
- C. The Secretary and the City desire to construct the Project.
- D. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

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

## ARTICLE I

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

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“City”** means the City of Pittsburg, Kansas, with its place of business at 201 W 4th Street/P.O. Box 688, Pittsburg, KS 66762.
- 3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 4. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
- 5. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.
13. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
14. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.

17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
18. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **Road improvements on Quincy Street from Broadway to Joplin, to include resurfacing, traffic signal at the intersection of Joplin and Quincy, and storm sewers in Pittsburg, Kansas**, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
24. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

## ARTICLE II

### SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT’s Bureau of Right of Way and the Office of Chief Counsel to obtain participation of state funds in the cost of the Project.
2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.

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

4. **Payment of Costs.** The Secretary agrees to be responsible for eighty percent (80%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project.

5. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

### ARTICLE III

#### CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken, prosecuted and completed for and on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection with the Project are hereby by the City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the City acting in its own individual corporate capacity instead of by its agent. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

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

3. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project.

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

5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

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

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) **Third Party Beneficiary.** Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

7. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or 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 for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

8. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

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

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

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

(c) **Relocation Assistance.** The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

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

(e) Trails and Sidewalks on KDOT Right of Way. Intentionally deleted.

(f) Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing the Project.

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

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

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

(a) Utility Relocation. The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

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

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

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

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

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

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

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

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

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

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

14. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved

construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require at a minimum all personnel performing Construction Engineering to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. The agreement for inspection services must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

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

(a) **Temporary Traffic Control.** 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. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

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

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

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

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

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

such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

18. **Financial Obligation.** The City will be responsible for twenty percent (20%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

19. **Remittance of Estimated Share.** The City shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The dates indicated for the City to deposit its estimated share of the total Project expenses after the letting date will be determined based upon the City's currently available federal fund allocations; any further payment due to the Secretary to satisfy the 80/20 funding match requirement, shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

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

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

22. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

#### ARTICLE IV

##### SPECIAL CONDITIONS:

1. **Use of Federal Funds.** The City commits the City's Federal Fiscal Year (FFY) 2014 federal fund allocations and its subsequent FFY federal fund allocations up to FFY 2024 and the Secretary will withhold the same, to be applied as a 100% exchange at an 80/20 match level toward the total actual costs of Construction (which includes all Contingency Items) and Construction Engineering for the Project that exceed the City's 20% match.

2. **Cash Basis and Budget Laws.** Nothing in this Agreement is intended to violate the provisions of the Kansas Cash Basis Law (K.S.A. 10-1100 *et seq.*) and the Kansas Budget Law

(K.S.A. 7925 *et seq.*) and at all times should be construed and interpreted so as to ensure that the City is at all times in compliance with such laws.

## ARTICLE V

### GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.
2. **Civil Rights Act.** The “Special Attachment No. 1,” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
3. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.
4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
5. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.
6. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

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

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

ATTEST:

THE CITY OF PITTSBURG, KANSAS

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

\_\_\_\_\_  
MAYOR

(SEAL)

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

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

**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  
Director of Public Utilities

**DATE:** September 16, 2014

**SUBJECT:** Agenda Item – September 23, 2014  
Wastewater Treatment Plant Final Clarifier Repairs

---

The Wastewater Treatment Plant has two final clarifiers serving the trickling filters. The mechanisms have been removed from the clarifiers for sludge and scum removal. We previously received three quotes for the replacement of these mechanisms.

Adam Endicott of Unique Metal Fabrications, Inc. is the low bidder for the fabrication and installation of these mechanisms in the amount of \$142,000.00. This was anticipated and is included in this year's budget. Repairs to the first of the two clarifiers have been completed. This quote is to proceed in the same manner for the second clarifier. Staff is requesting authorization to award the contract to Unique Metal Fabrications, Inc.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 23, 2014. Action being requested is approval or disapproval of staff's recommendation to award the bid to the low bidder as stipulated above.

Attachment: Unique Metals Fabrications, Inc. Bid Quote



September 15, 2014

Unique Metal Fabrications, Inc.  
2888 N Rotary Terrace  
Pittsburg, KS 66762

RE: Scope of Work Intent  
WWTP Final Clarifier #1

Dear Adam Endicott:

Similar to our previous arrangement for Final Clarifier #2 this agreement is for the replacement of the existing effluent trough and weirs for Final Clarifier #1 at the Waste Water Treatment Plant. The following is a list of each party's responsibilities to complete the scope of work:

City of Pittsburg:

- Provide existing As-Built drawings
- Drain down basin and provide access to Unique staff for observation & installation of new product.
- Demolish existing trough & weirs
- Supplied zink primer paint to Unique for shop application
- Provide scaffolding for installation by others
- Provide bolts and fasteners
- Provide boom truck for use with installation
- Provide backhoe for use with installation

Unique Metal Fabrication, Inc.

- Fabricate new effluent trough and weirs out of A36 quarter inch steel
- Install primer paint in shop application
- Provide product transportation to WWTP
- Install new effluent trough and weirs

Project Costs:

Material Cost	\$ 95,000.00
<u>Install Cost</u>	<u>\$ 47,000.00</u>
Total Cost	\$142,000.00

The following is agreed upon by the following:

\_\_\_\_\_  
Dr. John Bailey  
Director of Public Utilities



Adam Endicott  
President & CEO



## Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Chamber President/Economic Development Director

DATE: September 16, 2014

SUBJECT: September 23, 2014 Agenda Item  
Fireworks Leasing, LLC forgivable loan

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On November 1, 2012, the City of Pittsburg entered into a \$700,000 forgivable loan agreement with Fireworks Leasing, LLC, to help facilitate the acquisition and renovation of the former Superior Industries building at 1500 East 27<sup>th</sup> Street. In return, Fireworks Leasing, LLC, agreed to a job creation schedule to be considered each year over a three-year period in order to qualify for loan forgiveness.

The contract called for Fireworks Leasing to have created five additional jobs no later than November 1, 2013, to have the first loan installment forgiven. The first loan installment is valued at \$247,471.25. Earlier this year, the EDAC reviewed employee information submitted by Fireworks Leasing, LLC, and concluded the company had complied with the job creation requirements per a contract revision that allowed for "full-time equivalent" as an equitable definition of "full-time employees."

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 23, 2014. Action being requested is approval or denial of the EDAC recommendation to forgive the loan payment of \$247,471.25 and, if approved, authorize the Mayor to sign the appropriate documents.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK		VOID CHECK	V	9/05/2014		173650	
	C-CHECK		VOID CHECK	V	9/05/2014		173652	
	C-CHECK		VOID CHECK	V	9/05/2014		173653	
	C-CHECK		VOID CHECK	V	9/05/2014		173654	
	C-CHECK		VOID CHECK	V	9/12/2014		173678	
	C-CHECK		VOID CHECK	V	9/12/2014		173679	
0349			UNITED WAY OF CRAWFORD COUNTY					
0349			UNITED WAY OF CRAWFORD COUNTY					
	C-CHECK		UNITED WAY OF CRAWFORD CVOIDED	V	9/12/2014		173687	214.23CR
	C-CHECK		VOID CHECK	V	9/12/2014		173689	
	C-CHECK		VOID CHECK	V	9/12/2014		173690	
	C-CHECK		VOID CHECK	V	9/12/2014		173691	

* * 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:	10 VOID DEBITS	0.00		
	VOID CREDITS	214.23CR	214.23CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		10	214.23CR	0.00	0.00
BANK: *	TOTALS:	10	214.23CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	ARAUZ, DANIEL	R	9/05/2014			173637		86.96
1	BETTER LIVING STORE	R	9/05/2014			173638		2,059.46
4263	COX COMMUNICATIONS KANSAS LLC	R	9/05/2014			173639		1,396.62
7151	TOTALFUNDS BY HASLER	R	9/05/2014			173640		1,000.00
1	JOE HARDING SALES & SERVICES	R	9/05/2014			173641		5,600.00
7047	JOPLIN DIESEL SERVICE, INC	R	9/05/2014			173642		96.00
1	LAW OFFICE OF MARK A. WERNER	R	9/05/2014			173643		306.25
1554	LITTLE BALKANS FESTIVAL	R	9/05/2014			173644		250.00
1	LOPEZ, MARIA	R	9/05/2014			173645		250.00
0397	PITTSBURG POLICE DEPT	R	9/05/2014			173646		81.60
6806	RED MUNICIPAL & INDUSTRIAL EQU	R	9/05/2014			173647		1,992.06
0175	REGISTER OF DEEDS	R	9/05/2014			173648		96.00
5589	VERIZON WIRELESS SERVICES, LLC	R	9/05/2014			173649		1,269.18
1108	WESTAR ENERGY	R	9/05/2014			173651		112,042.17
1	AFFORDABLE REMODEL COMPANY	R	9/09/2014			173655		2,395.00
0523	AT&T	R	9/12/2014			173677		3,773.42
4263	COX COMMUNICATIONS KANSAS LLC	R	9/12/2014			173680		313.68
0497	CRAWFORD COUNTY DISTRICT COURT	R	9/12/2014			173681		36.00
1	HOVEY, RICHARD	R	9/12/2014			173682		404.22
3646	KDHE/BUREAU OF ENVIRONMENTAL R	R	9/12/2014			173683		50.00
1	LONGAN, DAVID	R	9/12/2014			173684		129.34
1	MAHAN, TERESA	R	9/12/2014			173685		25.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	MONTELONGO, URBANO	R	9/12/2014			173686		20.00
0349	UNITED WAY OF CRAWFORD COUNTY	V	9/12/2014			173687		214.23
0349	UNITED WAY OF CRAWFORD COUNTY							
0349	UNITED WAY OF CRAWFORD COUNTY							
M-CHECK	UNITED WAY OF CRAWFORD CVOIDED	V	9/12/2014			173687		214.23CR
5589	VERIZON WIRELESS SERVICES, LLC	R	9/12/2014			173688		6,001.50
0349	UNITED WAY OF CRAWFORD COUNTY	R	9/12/2014			173692		88.25
5371	PITTSBURG FAMILY YMCA	R	9/12/2014			173693		125.98
2876	A-PLUS CLEANERS & LAUNDRY	R	9/16/2014			173696		608.00
2004	AIRE-MASTER OF AMERICA, INC.	R	9/16/2014			173697		15.91
1	ASPEN CHEMICAL & SUPPLY	R	9/16/2014			173698		105.06
5966	BOBCAT OF SPRINGFIELD, INC	R	9/16/2014			173699		161.16
0748	CONRAD FIRE EQUIPMENT INC	R	9/16/2014			173700		76.45
7236	E.E.S. LLC (ELITE ENGINEERING	R	9/16/2014			173701		625.00
0118	FED EX	R	9/16/2014			173702		35.86
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	9/16/2014			173703		61.99
6656	KNIPP EQUIPMENT INC	R	9/16/2014			173704		612.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	9/16/2014			173705		360.00
1571	LOY, SAGEHORN, & HARDING, LLC	R	9/16/2014			173706		68.20
6214	PITT PLASTICS INC	R	9/16/2014			173707		978.12
4709	PUMP & POWER EQUIPMENT, INC.	R	9/16/2014			173708		270.20
6894	R.M.I. GOLF CARTS	R	9/16/2014			173709		278.79
7096	RED GIANT OIL, INC	R	9/16/2014			173710		217.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6806	RED MUNICIPAL & INDUSTRIAL EQU	R	9/16/2014			173711		1,045.72
1	SKIL	R	9/16/2014			173712		75.00
7053	U.S. PEROXIDE, LLC	R	9/16/2014			173713		950.00
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	9/10/2014			999999		2,691.34
0046	ETTINGERS OFFICE SUPPLY	E	9/10/2014			999999		492.98
0055	JOHN'S SPORT CENTER	E	9/10/2014			999999		182.97
0056	NEWSPAPER HOLDINGS	E	9/10/2014			999999		1,500.00
0078	SUPERIOR LINEN SERVICE	E	9/10/2014			999999		132.82
0101	BUG-A-WAY INC	E	9/10/2014			999999		100.00
0105	PITTSBURG AUTOMOTIVE INC	E	9/10/2014			999999		4,067.70
0109	RANDY VILELA TRUCKING & HAULIN	E	9/10/2014			999999		316.80
0112	MARRONES INC	E	9/10/2014			999999		91.95
0129	PROFESSIONAL ENGINEERING CONSU	E	9/10/2014			999999		7,487.86
0133	JIM RADELL CONSTRUCTION INC	E	9/10/2014			999999		310.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	9/10/2014			999999		570.00
0154	BLUE CROSS & BLUE SHIELD	D	9/05/2014			999999		16,887.96
0154	BLUE CROSS & BLUE SHIELD	D	9/12/2014			999999		35,752.21
0194	KANSAS STATE TREASURER	E	9/09/2014			999999		8,753.75
0199	KIRKLAND WELDING SUPPLIES	E	9/10/2014			999999		10.55
0207	PEPSI-COLA BOTTLING CO OF PITT	E	9/10/2014			999999		154.55
0224	KDOR	D	9/08/2014			999999		1,983.73
0224	KDOR	D	9/16/2014			999999		6,802.62

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0276	JOE SMITH COMPANY, INC.	E	9/10/2014			999999		601.72
0286	R & R PRODUCTS INC	E	9/10/2014			999999		1,041.99
0289	TITLEIST	E	9/10/2014			999999		1,598.02
0292	UNIFIRST CORPORATION	E	9/10/2014			999999		57.80
0294	COPY PRODUCTS, INC.	E	9/10/2014			999999		1,380.00
0300	PITTSBURG FORD-MERCURY, INC.	E	9/10/2014			999999		743.96
0317	KUNSHEK CHAT & COAL CO, INC.	E	9/10/2014			999999		17,813.40
0321	KP&F	D	9/12/2014			999999		39,111.10
0329	O'MALLEY IMPLEMENT CO INC	E	9/10/2014			999999		196.86
0332	PITTCRAFT PRINTING	E	9/10/2014			999999		418.00
0335	CUSTOM AWARDS PLUS INC	E	9/10/2014			999999		58.03
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	9/10/2014			999999		2,372.00
0375	CONVENIENT WATER COMPANY	E	9/10/2014			999999		122.00
0409	WISEMAN'S DISCOUNT TIRE INC	E	9/10/2014			999999		35.00
0410	WITTEK GOLF SUPPLY CO INC	E	9/10/2014			999999		80.15
0422	HIGHSMITH, LLC	E	9/10/2014			999999		270.35
0444	ROBERT BRENT LINDER	E	9/10/2014			999999		63.84
0534	TYLER TECHNOLOGIES INC	E	9/10/2014			999999		390.00
0571	WILBERT MFG. & SUPPLY	E	9/10/2014			999999		210.10
0583	DICKINSON INDUSTRIES INC	E	9/10/2014			999999		136.00
0587	WESTCO OF OKLAHOMA, INC	E	9/10/2014			999999		949.98
0627	BOETTCHER SUPPLY INC	E	9/10/2014			999999		258.23

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0661	SAFETY-KLEEN SYSTEMS INC	E	9/10/2014			999999		90.00
0709	PURVIS INDUSTRIES LTD	E	9/10/2014			999999		21.11
0728	ICMA	D	9/12/2014			999999		948.93
0746	CDL ELECTRIC COMPANY INC	E	9/10/2014			999999		260.00
0823	TOUCHTON ELECTRIC INC	E	9/10/2014			999999		108.00
0837	BLACKBURN MANUFACTURING CO	E	9/10/2014			999999		100.17
0844	HY-FLO EQUIPMENT CO	E	9/10/2014			999999		79.11
0870	PENNINGTON SEED INC	E	9/10/2014			999999		380.00
1033	BOB DITTMANN AGENCY INC	E	9/10/2014			999999		200.00
1050	KPERS	D	9/12/2014			999999		34,792.71
1075	COASTAL ENERGY CORP	E	9/10/2014			999999		2,245.50
1478	KANSASLAND TIRE OF PITTSBURG	E	9/10/2014			999999		120.50
1490	ESTHERMAE TALENT	E	9/10/2014			999999		50.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	9/10/2014			999999		315.82
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	9/10/2014			999999		2,094.32
2226	KEY EQUIPMENT & SUPPLY CO INC	E	9/10/2014			999999		1,734.00
2767	BRENNTAG SOUTHWEST, INC	E	9/10/2014			999999		1,710.00
2825	KANSAS DEPT OF ADMINISTRATION	E	9/10/2014			999999		636.31
3261	PITTSBURG AUTO GLASS	E	9/10/2014			999999		275.00
3463	CONTROLS & ELECTRIC MOTOR	E	9/10/2014			999999		1,239.50
3570	AMERICAN EXPRESS, INC	D	9/04/2014			999999		177.68
4072	MERCHANT E-SOLUTIONS	D	9/04/2014			999999		247.98

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4126	EMERGENCY MEDICAL PRODUCT INC	E	9/10/2014			999999		70.45
4307	HENRY KRAFT, INC.	E	9/10/2014			999999		603.33
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	9/10/2014			999999		669.63
4520	ETS CORPORATION	D	9/03/2014			999999		6,842.86
4621	JCI	E	9/10/2014			999999		85.15
4638	SOUND PRODUCTS	E	9/10/2014			999999		47.74
4711	PENGUIN RANDOM HOUSE, LLC	E	9/10/2014			999999		30.00
4792	R & R EQUIPMENT INC.	E	9/10/2014			999999		230.85
5049	CRH COFFEE INC	E	9/10/2014			999999		46.90
5185	FERGUSON ENTERPRISES INC	E	9/10/2014			999999		2,633.09
5275	US LIME COMPANY-ST CLAIR	E	9/10/2014			999999		8,288.25
5677	BANK OF AMERICA, INC	D	9/03/2014			999999		619.80
5855	SHRED-IT USA INC	E	9/10/2014			999999		170.05
5904	TASC	D	9/12/2014			999999		7,495.30
6117	ALEXANDER OPEN SYSTEMS, INC	E	9/10/2014			999999		10,834.27
6118	INNOVATIVE OBJECTS	E	9/10/2014			999999		1,140.00
6203	SOUTHWEST PAPER CO INC	E	9/10/2014			999999		17.74
6230	THE MAZUREK LAW OFFICE LLC	E	9/10/2014			999999		262.50
6389	PROFESSIONAL TURF PRODUCTS LP	E	9/10/2014			999999		368.74
6415	ING FINANCIAL ADVISORS	D	9/12/2014			999999		3,535.00
6583	R.E. PEDROTTI CO, INC	E	9/10/2014			999999		5,561.79
6686	PURPLE WAVE INC	E	9/10/2014			999999		8,690.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6805	WELLNESS INNOVATIONS & NURSING	E	9/10/2014			999999		2,492.28
6952	ADP INC	D	9/05/2014			999999		697.15
7023	BLEVINS ASPHALT CONSTRUCTION C	E	9/10/2014			999999		54,392.49
7033	JAY HATFIELD MOTORSPORTS	E	9/10/2014			999999		50.75
7118	SP DESIGN & MFG, INC	E	9/10/2014			999999		972.06
7169	TIMOTHY J. MCDADE	E	9/10/2014			999999		570.00
7191	ANDREW TRACTOR WORKS	E	9/10/2014			999999		1,700.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	44	146,657.76	9.88CR	146,433.65
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	14	155,895.03	0.00	155,895.03
EFT:	78	167,248.28	0.18CR	167,248.10
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	214.23CR	214.23CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		137	469,586.84	10.06CR	469,576.78
BANK: 80144	TOTALS:	137	469,586.84	10.06CR	469,576.78

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0046	ETTINGERS OFFICE SUPPLY	E	9/08/2014			999999		36.35
0046	ETTINGERS OFFICE SUPPLY	E	9/15/2014			999999		205.19
0199	KIRKLAND WELDING SUPPLIES	E	9/08/2014			999999		54.50
0276	JOE SMITH COMPANY, INC.	E	9/15/2014			999999		10.38
0286	R & R PRODUCTS INC	E	9/08/2014			999999		230.85
0478	VIETTI AUTO BODY INC	E	9/15/2014			999999		921.30
0516	AMERICAN CONCRETE CO INC	E	9/08/2014			999999		597.00
0577	KANSAS GAS SERVICE	E	9/08/2014			999999		3,006.00
0746	CDL ELECTRIC COMPANY INC	E	9/15/2014			999999		12,845.40
0753	CRAWFORD COUNTY MENTAL HEALTH	E	9/15/2014			999999		13,728.77
0779	PITTSBURG COMMUNITY THEATRE	E	9/08/2014			999999		3,551.28
0806	JOHN L CUSSIMANIO	E	9/15/2014			999999		253.00
0866	AVFUEL CORPORATION	E	9/08/2014			999999		26,742.98
0969	SEK-CAP INC	E	9/08/2014			999999		33,982.78
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	9/08/2014			999999		26,729.99
2433	THE MORNING SUN	E	9/15/2014			999999		313.04
2733	JASON HUFFMAN	E	9/08/2014			999999		966.85
2767	BRENNTAG SOUTHWEST, INC	E	9/15/2014			999999		1,590.00
2921	DP2 BILLING SOLUTIONS, LLC	E	9/15/2014			999999		5,751.50
2960	PACE ANALYTICAL SERVICES INC	E	9/15/2014			999999		1,282.00
3073	JEFF BAIR	E	9/15/2014			999999		381.92
3218	CHERYL L BROOKS	E	9/08/2014			999999		100.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4618	TRESA NOYES	E	9/08/2014			999999		541.25
5185	FERGUSON ENTERPRISES INC	E	9/15/2014			999999		4,575.00
5195	FERN AND ANGERMAYER LLC	E	9/08/2014			999999		600.00
5482	JUSTIN HART	E	9/08/2014			999999		59.99
6192	KATHLEEN CERNE	E	9/08/2014			999999		600.00
6485	MISSION CONSTRUCTION CO INC	E	9/15/2014			999999		132,162.14
6630	PATRICK WALKER	E	9/08/2014			999999		49.99
6816	DEFFENBAUGH OF ARKANSAS LLC	E	9/15/2014			999999		811.79
6875	DARON HALL	E	9/15/2014			999999		238.56
7028	MATTHEW L. FRYE	E	9/08/2014			999999		400.00
7102	LACIE COTTRELL	E	9/15/2014			999999		201.08
7204	THATCHER COMPANY OF MONTANA, I	E	9/15/2014			999999		10,030.00

* * 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:	34	283,550.88	0.00	283,550.88
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
	34	283,550.88	0.00	283,550.88
BANK: EFT TOTALS:	34	283,550.88	0.00	283,550.88

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0140	A&M RENTALS	E	9/03/2014			999999		509.00
0266	JOHN S KUTZ	E	9/03/2014			999999		265.00
0372	CONNER REALTY	E	9/03/2014			999999		197.00
0855	CHARLES HOSMAN	E	9/03/2014			999999		371.00
1008	BENJAMIN M BEASLEY	E	9/03/2014			999999		979.00
1231	JOHN LOVELL	E	9/03/2014			999999		266.00
1609	PHILLIP H O'MALLEY	E	9/03/2014			999999		6,290.00
1638	VERNON W PEARSON	E	9/03/2014			999999		237.00
1688	DORA WARE	E	9/03/2014			999999		516.00
1961	DUSTIN D MAJOR	E	9/03/2014			999999		273.00
1982	KENNETH STOTTS	E	9/03/2014			999999		965.00
1985	RICK A MOORE	E	9/03/2014			999999		661.00
2304	DENNIS HELMS	E	9/03/2014			999999		211.00
2542	CHARLES YOST	E	9/03/2014			999999		784.00
2624	JAMES ZIMMERMAN	E	9/03/2014			999999		1,155.00
2718	KENNETH B DUTTON	E	9/03/2014			999999		277.00
2850	VENITA STOTTS	E	9/03/2014			999999		125.00
2913	KENNETH N STOTTS JR	E	9/03/2014			999999		315.00
3067	STEVE BITNER	E	9/03/2014			999999		5,981.00
3114	PATRICIA BURLESON	E	9/03/2014			999999		769.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	9/03/2014			999999		761.00
3193	WILLIAM CROZIER	E	9/03/2014			999999		1,352.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 9/03/2014 THRU 9/16/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3218	CHERYL L BROOKS	E	9/03/2014			999999		467.00
3272	DUNCAN HOUSING LLC	E	9/03/2014			999999		5,536.00
3273	RICHARD F THENIKL	E	9/03/2014			999999		1,167.00
3294	JOHN R SMITH	E	9/03/2014			999999		664.00
3593	REMINGTON SQUARE	E	9/03/2014			999999		4,421.00
3668	MID AMERICA PROPERTIES OF PITT	E	9/03/2014			999999		2,540.00
3708	GILMORE BROTHERS RENTALS	E	9/03/2014			999999		66.00
3724	YVONNE L. ZORNES	E	9/03/2014			999999		669.00
3746	JAROLD BONBRAKE	E	9/03/2014			999999		324.00
4054	MICHAEL A SMITH	E	9/03/2014			999999		700.00
4218	MEADOWLARK TOWNHOUSES	E	9/03/2014			999999		2,307.00
4308	KENNETH BATEMAN	E	9/03/2014			999999		542.00
4492	PITTSBURG SENIORS	E	9/03/2014			999999		4,230.00
4546	C & M PROPERTIES LLC	E	9/03/2014			999999		76.00
4564	TERRY L SIMPSON	E	9/03/2014			999999		500.00
4786	JENNIFER STANLEY	E	9/03/2014			999999		500.00
4928	PITTSBURG STATE UNIVERSITY	E	9/03/2014			999999		1,114.00
5039	VANETA MATHIS	E	9/03/2014			999999		279.00
5393	CARLOS ANGELES	E	9/03/2014			999999		1,245.00
5508	BUTLER RENTALS INC	E	9/03/2014			999999		131.00
5549	DELBERT BAIR	E	9/03/2014			999999		271.00
5583	ROBERT L NANKIVELL SR	E	9/03/2014			999999		195.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 9/03/2014 THRU 9/16/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5653	PEGGY HUNT	E	9/03/2014			999999		225.00
5656	EARL HARTMAN	E	9/03/2014			999999		334.00
5658	DEANNA J HIGGINS	E	9/03/2014			999999		164.00
5660	HERBERT WARING	E	9/03/2014			999999		355.00
5676	BARBARA TODD	E	9/03/2014			999999		39.00
5817	JAMA ENTERPRISES LLP	E	9/03/2014			999999		243.00
5854	ANTHONY A SNYDER	E	9/03/2014			999999		754.00
5885	CHARLES T GRAVER	E	9/03/2014			999999		500.00
5896	HORIZON INVESTMENTS GROUP INC	E	9/03/2014			999999		276.00
5906	JOHN HINRICHS	E	9/03/2014			999999		189.00
5939	EDNA R TRENT	E	9/03/2014			999999		216.00
5957	PASTEUR PROPERTIES LLC	E	9/03/2014			999999		388.00
5961	LARRY VANBECELAERE	E	9/03/2014			999999		111.00
6032	TIM J. RIDGWAY	E	9/03/2014			999999		1,362.00
6073	REBECCA FOSTER	E	9/03/2014			999999		249.00
6108	TILDEN BURNS, LLC	E	9/03/2014			999999		380.00
6130	T & K RENTALS LLC	E	9/03/2014			999999		1,649.00
6150	JAMES L COX	E	9/03/2014			999999		388.00
6161	MICHAEL J STOTTS	E	9/03/2014			999999		162.00
6172	ANDREW A WACHTER	E	9/03/2014			999999		213.00
6186	TROY ROSENSTIEL	E	9/03/2014			999999		109.00
6294	RONALD E WUERDEMAN	E	9/03/2014			999999		295.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: HAP BMO HARRIS BANK-HAP  
DATE RANGE: 9/03/2014 THRU 9/16/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6295	DAVID L PETERSON	E	9/03/2014			999999		589.00
6298	KEVAN L SCHUPBACH	E	9/03/2014			999999		6,624.00
6317	RONALD L EMERSON	E	9/03/2014			999999		161.00
6322	R JAMES BISHOP	E	9/03/2014			999999		1,010.00
6380	WAYNE E THOMPSON	E	9/03/2014			999999		582.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	9/03/2014			999999		2,370.00
6394	KEVIN HALL	E	9/03/2014			999999		477.00
6441	HEATHER D MASON	E	9/03/2014			999999		939.00
6446	HUTCHINS RENTAL TRUST ACCOUNT	E	9/03/2014			999999		210.00
6507	MARTHA E MOORE	E	9/03/2014			999999		492.00
6628	SEAN HALL	E	9/03/2014			999999		400.00
6647	MICHAEL A SMITH	E	9/03/2014			999999		330.00
6657	OZARKS AREA COMMUNITY ACTION C	E	9/03/2014			999999		1,141.72
6673	JUDITH A COLLINS	E	9/03/2014			999999		491.00
6753	REBECCA SPONSEL	E	9/03/2014			999999		412.00
6763	JEFFREY M WARY	E	9/03/2014			999999		420.00
6799	KEVIN KITTERMAN	E	9/03/2014			999999		255.00
6868	DAVID SIMPSON (308)	E	9/03/2014			999999		222.00
6886	DELBERT BAIR	E	9/03/2014			999999		560.00
6905	JENNIFER M TRISLER	E	9/03/2014			999999		252.00
6908	BRANDON DEMO	E	9/03/2014			999999		433.00
6916	STILWELL HERITAGE & EDUCATIONA	E	9/03/2014			999999		6,363.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 9/03/2014 THRU 9/16/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6953	CARL ULEPICH	E	9/03/2014			999999		365.00
6966	CHARLOTTE BURGESS	E	9/03/2014			999999		550.00
7024	KIMBERLY GRISSOM	E	9/03/2014			999999		618.00
7027	CALVIN THOMAS	E	9/03/2014			999999		190.00
7083	PITTSBURG HEIGHTS, LP	E	9/03/2014			999999		5,716.00
7150	JOE W JONES	E	9/03/2014			999999		673.00
7215	KEVIN L. MICHAEL	E	9/03/2014			999999		432.00
7220	TIMOTHY ADAM	E	9/03/2014			999999		570.00
7222	MICHAEL WILBER	E	9/03/2014			999999		237.00

* * 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:	97	93,888.72	0.00	93,888.72
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: HAP TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	97	93,888.72	0.00	93,888.72
BANK: HAP TOTALS:	97	93,888.72	0.00	93,888.72

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	R	9/15/2014			173694		97.15
5892	LAFORGE AND BUDD CONSTRUCTION	R	9/15/2014			173695		93,289.69

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	93,386.84	0.00	93,386.84
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	93,386.84	0.00	93,386.84
BANK: MAN	TOTALS:		2	93,386.84	0.00	93,386.84
REPORT TOTALS:			280	940,199.05	10.06CR	940,403.22

Passed and approved this 23<sup>rd</sup> day of September, 2014.

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Monica Murnan, Mayor

ATTEST:

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Joye VanGorden, Deputy City Clerk

## INTEROFFICE MEMORANDUM

To: DARON HALL, TAMMY NAGEL  
From: LACIE COTTRELL  
CC: TROY GRAHAM  
Date: SEPTEMBER 17, 2014  
Subject: **AGENDA ITEM: HOUSING NEEDS ASSESSMENT**  
*Special Presentation of Findings by Novogradac & Company, LLP*

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The City of Pittsburg hired the consulting firm of Novogradac & Company, LLP out of Overland Park, Kansas to engage in a community wide assessment of our city's current housing conditions. The firm's objective was to provide current demographic, economic, and housing profiles, as well as a focused strategy for program development and offer incentive and housing development strategies to meet the needs of our community.

The City has received and provided the City Commission with the Housing Needs Assessment Report of the overall discoveries and conclusions found in the analysis. Rachel Denton, a Principal for Novogradac & Company, LLP, will be in attendance to provide a brief but concise special presentation on the key findings from the Housing Needs Assessment.

Please place this item on the agenda for the City Commission's review.

**City of Pittsburg, Kansas**  
**2014 Budget Recap**  
**As of August 31, 2014**  
**(66.67% of Fiscal Year has passed)**

Budgeted Funds	Un-Encumbered Cash Balance 1/1/2014	Revenues			Expenditures			Loan Activity	Y-T-D Net	Un-Encumbered Cash Balance 8/31/2014
		Estimated Budget 2014	As of 08/31/2014	Percent Received	Estimated Budget 2014	As of 8/31/2014	Percent Used			
General Fund	\$ 3,628,783	\$ 23,609,768	\$ 16,714,303	70.79%	\$ 24,104,605	\$ 16,621,830	68.96%	\$ -	\$ 92,473	\$ 3,721,256
Public Library	55,773	742,420	658,177	88.65%	761,313	492,619	64.71%	-	165,558	221,331
Public Library Annuity	240,170	115	52	45.30%	-	-	0.00%	-	52	240,222
Special Alcohol & Drug	56,412	80,090	41,045	51.25%	90,893	45,242	49.77%	-	(4,197)	52,215
Special Parks & Recreation	-	80,090	40,045	50.00%	80,090	40,045	50.00%	-	-	-
Street & Highway	106,369	1,127,826	803,451	71.24%	1,156,966	820,947	70.96%	-	(17,496)	88,873
Street & Highway Sales Tax	296,348	967,393	647,757	66.96%	1,100,000	831,357	75.58%	-	(183,600)	112,748
Section 8 Housing	3	1,335,623	815,019	61.02%	1,333,198	811,807	60.89%	-	3,211	3,214
RLF Sales Tax	2,300,638	1,039,826	677,136	65.12%	2,256,729	803,283	35.60%	418,752	292,604	2,593,242
Debt Service	908,051	5,103,984	4,805,522	94.15%	5,154,392	4,973,186	96.48%	-	(167,664)	740,387
Public Utilities	1,633,862	7,569,909	5,032,295	66.48%	7,999,669	5,268,919	65.86%	-	(236,623)	1,397,239
Stormwater	127,499	786,721	514,959	65.46%	839,795	634,760	75.59%	-	(119,801)	7,697
<b>Totals</b>	<b>\$ 9,353,908</b>	<b>\$ 42,443,765</b>	<b>\$ 30,749,760</b>	<b>72.45%</b>	<b>\$ 44,877,650</b>	<b>\$ 31,343,994</b>	<b>69.84%</b>	<b>\$ 418,752</b>	<b>\$ (175,483)</b>	<b>\$ 9,178,424</b>

**Notable Items:**

Sales Tax revenue is up 2.98% compared to same period 2013.

Aquatic Center subsidized \$37,000 to date for 2014.

Section 8 Housing subsidized \$36,075 to date for 2014.