

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 11, 2009
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation – Ken Butts, College Heights United Methodist Church
- b. Flag Salute Led by the Mayor
- c. Public Input

CONSENT AGENDA:

- a. Approval of the minutes of the July 28th, 2009, City Commission Meeting.
- b. Approval of Ordinance No. S-976, levying a special assessment against the lots or parcels of land on which existed weeds or obnoxious vegetable growth to pay the costs of cutting or removing said growth. **Second Reading - ROLL CALL VOTE.**
- c. Approval of Ordinance S-977, levying a special assessment against the lots or parcels of land on which refuse matter was located to pay the cost of making the premises safe and hygienic. **Second Reading - ROLL CALL VOTE.**
- d. Approval of Ordinance No. G-1073, amending Section 78-78 of the Pittsburg City Code to increase the overall length of the definition of a micro-utility truck to a maximum length of 160 inches. **Second Reading - ROLL CALL VOTE.**
- e. Approval of Change Order No. 1 reflecting a decrease of \$7,500.25 making a new contract construction amount of \$160,373.64 and final payment to Heckert Construction Co., Inc., of Pittsburg, Kansas, in the amount of \$160,373.64 for the North Broadway (US69B) Resurfacing Project, 8th Street to 11th Street.
- f. Accept 2009 Emergency Shelter Grant Award from the State of Kansas in the amount of \$67,650 for the purpose of SEK-CAP Choices Shelter operation and essential services costs.
- g. Approval of the Citizen's Advisory Board's recommendation for the addition of an amendment to the Housing Rehabilitation Guidelines, to remove the paragraph entitled "Required Activities".

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- h. Approval of the Citizen's Advisory Board recommendation to approve a Housing Rehabilitation Loan application for Mr. David Grubbs of 408 North Olive for an amount up to \$18,000.
- i. Approval of staff recommendation to declare certain vehicles and furnishings as surplus and authorize staff to dispose of the vehicles and furnishings by auction or sealed bid.
- j. Approval of staff recommendation to declare the property and building located at 611 North Pine as surplus and authorize staff to dispose of the property by sealed bid.
- k. Approval of the Appropriation Ordinance for the period ending August 12, 2009, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

PUBLIC HEARINGS:

- a. **LOAN APPLICATION - SOUTHEAST LIFT STATION IMPROVEMENTS** - The City has given notice of a Public Hearing to be held on Tuesday, August 11, 2009, at 5:30 p.m. in the City Commission Room in the Law Enforcement Center, 201 North Pine, for the purpose of proceeding with a loan application in the amount not to exceed \$1,347,900 through the Kansas Water Pollution Control Revolving Funds Assistance Program administered by the Kansas Department of Health and Environment (KDH&E). The funds will be used to finance improvements to the southeast lift station and to purchase sewer infiltration/inflow control equipment. **Open Public Hearing for 15 minutes minimum, per KDH&E requirements. If approved, adopt Resolution No. 1087 authorizing the completion of the loan application and the execution and delivery of loan documents to KDH&E.**

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- b. PROPOSED 2010 BUDGET - The City advertised for Public Hearing, as prescribed by law, to be held in the City Commission Room, located in the Law Enforcement Center at 201 North Pine, at 7:00 p.m. on Tuesday, August 11th, 2009, for the purpose of hearing and answering questions relating to the proposed 2010 budget. **Following Public Hearing, approve or disapprove 2010 Budget and, if approved, authorize the Mayor and Commissioners to sign the State Budget Form on behalf of the City.**

- c. PROPOSED ASSESSMENTS - Continuation of July 28th, 2009 Public Hearing for proposed assessments for the PSU Sanitary Sewer Improvements. Notice for continuation of the public hearing was published and notice of proposed assessment was mailed to property owners within the benefit district. **Following public hearing, pass on any objection, written or oral, and approve or reject proposed assessments.**

CONSIDER THE FOLLOWING:

- a. ORDINANCE NO. S-975 - Approval of Ordinance No. S-975, levying and assessing the cost of constructing sanitary sewer service in the City of Pittsburg, Kansas, with the appropriate appurtenances. The sanitary sewers, the costs of which are hereby levied and assessed, are: LATERAL 114, MAIN 3-PART I; LATERAL 114, MAIN 3-PART II; LATERAL 114 EXTENSION A, MAIN 3; LATERAL 114 EXTENSION B, MAIN 3; and LATERAL 115, MAIN 3, to serve Lots 1 through 11 and Lots 15 through 18 and the South 25 feet of the East 140 feet of Lot 19, College Hill Addition; Lots 1 through 4, and Lots 15 through 22, Coulter & Ralston's Addition, and Beginning at the Southeast Corner of South Broadway Avenue and Cleveland Avenue in the City of Pittsburg, Crawford County, Kansas; thence East along the South right-of-way line of Cleveland Avenue 1,210 feet to the West right-of-way line of South Joplin Avenue; thence South along the West right-of-way line of South Joplin Avenue 270 feet; thence East 130 feet; thence South 370 feet; thence West 130 feet; thence South along the West right-of-way line of South Joplin Avenue 30 feet to the Northwest Corner of South Joplin Avenue and Lindburg Avenue; thence West along the North right-of-way line of Lindburg Avenue 1,210 feet to the Northeast Corner of South Broadway Avenue and Lindburg Avenue; thence North along the East right-of-way line of South Broadway a distance of 670 feet to the point of beginning, less the street right-of-way of South Joplin Avenue in the City of Pittsburg, Kansas. (PSU Sanitary Sewer). **Second Reading - ROLL CALL VOTE.**

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- b. USE OF LIBRARY ANNUITY - The Pittsburg Public Library Board of Trustees is recommending Governing Body approval to set aside the Library Annuity Funds in the amount of \$405,000, which mature on December 1st, 2009, to meet operating and capital needs of the library. **Approve or disapprove Trustee recommendation.**

- c. DISPOSITION OF BIDS - PITTSBURG LIBRARY EAST ENTRY VESTIBULE - Staff is recommending rejection of all bids received for the Pittsburg Library East Entry Vestibule and requesting permission to make cost saving changes to the plans and specifications and re-bid the project at a later date. **Approve or disapprove staff recommendation.**

- d. FACADE GRANT APPLICATION - 309 N. BROADWAY - Staff is recommending approval of a Facade Grant Application submitted by Norman Miller, owner of the property located at 309 N. Broadway, in the amount of \$2,500, with the conditions that the applicant completes all work as presented in the application, meets or increases financial contribution toward facility upgrade matching costs, and passes fire re-inspection. **Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the appropriate documents.**

- e. REQUEST TO REZONE - The Planning and Zoning Commission, in its meeting of July 27th, 2009, voted unanimously to recommend Governing Body approval of a request submitted by Ralph F. Schroeder to rezone the 2700 Block of North Walnut from CP-2 Planned General Commercial to RP-3 Planned Medium Density Residential. **Approve or disapprove recommendation. (If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a 2/3 majority, may override the recommendation or may return the recommendation to the Planning and Zoning Commission for further consideration. A return of the recommendation must be accompanied with a statement specifying the basis for the Governing Body's returning the recommendation.)**

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- f. RESOLUTION NO. 1088 - Approval of Resolution No. 1088 authorizing and providing for the public sale of General Obligation Bonds, Series 2009A of The City of Pittsburg, Kansas, setting forth the details of said sale; and providing for the giving of notice thereof. **Approve or disapprove Resolution No. 1088 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

- g. ORDINANCE NO. S-978 - Consideration of Ordinance No. S-978 consenting to the delivery of a First Supplemental Bond Trust Indenture in connection with its Special Obligation Tax Increment Revenue Bonds (North Broadway Redevelopment - Pittsburg Town Center Project), Series 2006, in the aggregate maximum principal amount of \$6,310,000 of the City of Pittsburg, Kansas. **Following verbal presentation by staff, approve Ordinance No. S-978 on first reading.**

- h. ORDINANCE NO. S-979 - Consideration of Ordinance No. S-979, approving a First Supplemental Bond Trust Indenture in connection with its Transportation Development District Sales Tax Revenue Bonds (North Broadway - Pittsburg Town Center Project), Series 2006, in the aggregate maximum principal amount of \$1,395,000 of the City of Pittsburg, Kansas. **Following verbal presentation by staff, approve Ordinance No. S-978 on first reading.**

- i. SALE OF LOTS - 23RD & MICHIGAN - Staff is recommending the sale of lots (Lots 17-29) adjoining the recently vacated alley near 23rd and Michigan to the owners of 601 E. 23rd Street, 603 E. 23rd Street and 605 E. 23rd Street, with each party paying a cost of \$1,133.33. **Approve or disapprove the recommendation and, if approved, direct staff to prepare the necessary paperwork and the Mayor to sign the appropriate documents.**

- j. SANITARY SEWER LINE REPAIR-PROJECT I - Staff will provide a brief presentation of the work done to date on the sanitary sewer system and the proposed sanitary sewer line repair project. Staff will then request Governing Body approval to proceed with bidding the sanitary sewer line repair project with a bid date of September 15th. **Approve or disapprove staff's request.**

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- k. DISPOSITION OF BIDS - MEADOWBROOK MALL LIFT STATION REPLACEMENT - Staff is recommending rejection of all bids received for the Meadowbrook Mall Lift Station Replacement and that the project be rebid concurrently with the Southeast Lift Station to provide for greater participation in the bidding. **Approve or disapprove staff's recommendation.**

- l. SOUTH BROADWAY (US69B) RESURFACING PROJECT - Staff is requesting Governing Body approval of the Cost Plus Net Fee Agreement for Construction Engineering Inspection Services based on the fee proposed by TranSystems Corporation for inspection of the South Broadway (US69B) Resurfacing Project from Centennial to Hudson and Cleveland to Williams. **Approve or disapprove agreement and, if approved, authorize the Mayor and City Clerk to execute the agreement on behalf of the City.**

- m. CONTINUATION OF WALK IN MEDICAL CLINIC - Staff is requesting Governing Body approval to extend the City's Walk In Medical Clinic for an additional six months. **Approve or disapprove staff request.**

NON-AGENDA REPORTS & REQUESTS:

EXECUTIVE SESSION:

- a. EXECUTIVE SESSION - An Executive Session is necessary for discussion regarding personnel matters of non-elected personnel. **Motion to recess into Executive Session for approximately 15 minutes for discussion regarding personnel matters of non-elected personnel.**

ADJOURNMENT

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
July 28th, 2009

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, July 28th, 2009, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Rudy Draper presiding and the following members present: Marty Beezley, Pamela Henderson, Patrick O'Bryan and William H. Rushton.

Mary Cash, Community of Christ, provided the invocation.

Mayor Draper led the flag salute.

PUBLIC INPUT – George Smoot, 112 West 24th Street, expressed concern regarding special assessments placed on his property as a result of the City cleaning his property. Mr. Smoot was encouraged to visit with staff at City Hall regarding his concerns.

APPROVAL OF MINUTES – On motion of Henderson, seconded by O'Bryan, the Governing Body approved the minutes of the July 14th, 2009 City Commission Meeting as submitted. Motion carried.

ORDINANCE NO. G-1073 – On motion of Henderson, seconded by O'Bryan, the Governing Body approved Ordinance No. G-1073, amending Section 78-78 of the Pittsburg City Code to increase the overall length of the definition of a micro-utility truck to a maximum length of 160 inches, on first reading. Motion carried.

CEREAL MALT BEVERAGE LICENSE – On motion of Henderson, seconded by O'Bryan, the Governing Body approved the application submitted by the Mirza Shrine to transfer the Cereal Malt Beverage License from the Knights of Columbus to the Mirza Shrine Building, 110 West 5th Street, for consumption on the premises on Saturday, September 5th, 2009, from 10:00 a.m. until midnight, and directed the City Clerk to issue the license. Motion carried.

ALLEY VACATION ORDER – On motion of Henderson, seconded by O'Bryan, the Governing Body approved an Order vacating the east/west alley located adjacent to Lots 1 through 58 in Block 2 of the New York Investment First Addition to the City of Pittsburg, Crawford County, Kansas. (Request of Jim Steele). Motion carried.

APPROPRIATION ORDINANCE – On motion of Henderson, seconded by O'Bryan, the Governing Body approved the Appropriation Ordinance for the period ending July 29th, 2009, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Henderson, O'Bryan and Rushton. Motion carried.

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July 28th, 2009

ORDINANCE NO. S-976 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Ordinance No. S-976, levying a special assessment against the lots or parcels of land on which existed weeds or obnoxious vegetable growth to pay the costs of cutting or removing said growth, on first reading. Motion carried.

ORDINANCE NO. S-977 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Ordinance S-977, levying a special assessment against the lots or parcels of land on which refuse matter was located to pay the cost of making the premises safe and hygienic, on first reading. Motion carried.

PUBLIC HEARING - PROPOSED ASSESSMENTS – Following Public Hearing regarding the proposed assessments for the PSU Sanitary Sewer Improvements, the Governing Body continued the Public Hearing until 5:30 p.m. on August 11th, 2009. Motion carried.

Mayor Draper opened the hearing at 6:09 p.m. Lee Satterfield, owner of 201 West Cleveland, questioned why he was being assessed for a sewer that will not be of use to his property. City Engineer Bruce Remsberg addressed the concerns of Mr. Satterfield. At 6:17 p.m., Mayor Draper continued the hearing until August 11th at 5:30 p.m.

RESOLUTION NO. 1086 – On motion of Henderson, seconded by O'Bryan, the Governing Body approved Resolution No. 1086, granting the City the authority, inter alia, to alter, repair, re-construct, remodel, replace or make additions to furnish and equip public buildings for public purposes pursuant to K.S.A. 12-1736, et seq., as amended, (the "Act") and to authorize the issuance of general improvement obligation bonds and temporary notes from time to time as required during the progress of the work under the authority of the Act and Article 1 of Chapter 10, as amended of the Kansas Statutes Annotated, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

It was the consensus of the Governing Body to reduce the amount requested from \$250,000 to \$200,000 to fund only the structural issues (steps and walls) at the Memorial Auditorium with the replacement of the seats in the auditorium to be postponed and reviewed again in the future.

23rd STREET BIKE PARK OPENING – On motion of O'Bryan, seconded by Beezley, the Governing Body approved Staff request to open the 23rd Street Bike Park for use by the citizens of Pittsburg and the surrounding areas. Motion carried.

KLINK RESURFACING FUNDS – On motion of Beezley, seconded by O'Bryan, the Governing Body authorized staff to submit South Broadway from Madison Street to 2nd Street as a KLINK Resurfacing Project for funding for Fiscal Year 2012. Motion carried.

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July 28th, 2009

ORDINANCE NO. S-975 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Ordinance No. S-975, levying and assessing the cost of constructing sanitary sewer service in the City of Pittsburg, Kansas, with the appropriate appurtenances. The sanitary sewers, the costs of which are hereby levied and assessed, are: LATERAL 114, MAIN 3–PART I; LATERAL 114, MAIN 3–PART II; LATERAL 114 EXTENSION A, MAIN 3; LATERAL 114 EXTENSION B, MAIN 3; and LATERAL 115, MAIN 3, to serve Lots 1 through 11 and Lots 15 through 18 and the South 25 feet of the East 140 feet of Lot 19, College Hill Addition; Lots 1 through 4, and Lots 15 through 22, Coulter & Ralston's Addition, and Beginning at the Southeast Corner of South Broadway Avenue and Cleveland Avenue in the City of Pittsburg, Crawford County, Kansas; thence East along the South right-of-way line of Cleveland Avenue 1,210 feet to the West right-of-way line of South Joplin Avenue; thence South along the West right-of-way line of South Joplin Avenue 270 feet; thence East 130 feet; thence South 370 feet; thence West 130 feet; thence South along the West right-of-way line of South Joplin Avenue 30 feet to the Northwest Corner of South Joplin Avenue and Lindburg Avenue; thence West along the North right-of-way line of Lindburg Avenue 1,210 feet to the Northeast Corner of South Broadway Avenue and Lindburg Avenue; thence North along the East right-of-way line of South Broadway a distance of 670 feet to the point of beginning, less the street right-of-way of South Joplin Avenue in the City of Pittsburg, Kansas, on first reading subject to amendments. Motion carried. (PSU Sanitary Sewer).

NON-AGENDA REPORTS AND REQUESTS –

AUTHORITY TO AWARD CONTRACT AND COMMITMENT OF CITY FUNDS - SOUTH BROADWAY RESURFACING PROJECT – On motion of Henderson, seconded by Rushton, the Governing Body accepted the bid submitted by Heckert Construction Company, of Pittsburg, Kansas, in the amount of \$201,433.88 for the South Broadway (US-69B) Resurfacing Project (KDOT Project No. 19 U-2256-01; ARRA-U225(601)) with the project being financed in full by the American Recovery and Reinvestment Act (ARRA) funds channeled through KDOT with no City money to be expended and authorized the Mayor to sign the Authority to Award Contract Commitment of City Funds form on behalf of the City. Motion carried.

CGI COMMUNICATIONS AGREEMENT – On motion of O'Bryan, seconded by Beezley, the Governing Body approved an agreement with CGI Communications, Inc. to produce a community video showcase to be placed on the City's website, at no cost to the City. Motion carried.

OFFICIAL MINUTES
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FIRE CHIEF SELECTION COMMITTEE – Commissioner Rushton requested the Fire Marshall, a current Fire Chief, or another neutral party verify the credentials and review the qualifications of the applicants for the City's new Fire Chief.

EXECUTIVE SESSION - On motion of Henderson, seconded by Beezley, the Governing Body recessed into Executive Session not to exceed 90 minutes for discussion regarding personnel matters of non-elected personnel. Motion carried.

The Governing Body recessed into Executive Session at 6:54 p.m.

The Governing Body reconvened into Special Session at 7:51 p.m.

Mayor Draper announced that no decisions were made and no votes were taken during the Executive Session.

ADJOURNMENT: On motion of Henderson, seconded by O'Bryan, the Governing Body adjourned the meeting at 7:52 p.m. Motion carried.

Rudy Draper, Mayor

ATTEST:

Tammy Nagel, City Clerk



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: August 3, 2009

SUBJECT: Agenda Item – August 11, 2009
Final Payment and Change Order No. 1
North Broadway (US69B) Resurfacing
8th Street to 11th Street

All work has been completed on the above-referenced project and the contractor, Heckert Construction Co., Inc., of Pittsburg, is requesting final payment in the amount of \$160,373.64. Attached are all the necessary documents to final out this project. Included with these documents is Change Order No. 1 reflecting a decrease of \$7,500.25 for final reconciliation of quantities for this project. If this change order is approved, the new contract construction amount will be \$160,373.64.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 11, 2009. Action necessary will be approval or disapproval of the final payment and change order for this project.

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

Attachment: Final Payment and Change Order Documents

cc: Tammy Nagel, City Clerk
Project File
Memo File

PROJECT Repaving Project North Broadway (US-68B) Eighth to Eleventh [DATE] July 27, 2009

PERIODIC ESTIMATE NO. 1 AND FINAL

CONTRACTOR: HECKERT CONSTRUCTION CO. ADDRESS: 746 E 520TH AVE PITTSBURG, KS 66762

ORIGINAL CONTRACT CONSTRUCTION AMOUNT \$ 167,873.89
 CHANGE ORDER NO. \$ (7,500.25)
 NEW CONTRACT CONSTRUCTION AMOUNT \$ 160,373.64

ITEM NO.	DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	C.O. QUANTITY	TOTAL QUANTITY	NEW CONST. AMOUNT	UNITS COMP.	CURRENT VALUE
1	Milling (2" Thickness)	8,611.0	S.Y.	\$ 3.49	\$ 30,052.39	745.5	9,356.5	\$ 32,654.19	9,356.5	\$ 32,654.19
2	HMA-Commercial Grade (Class A)	1,142.0	Tons	71.50	81,653.00	-128.0	1,014.0	72,501.00	1,014.0	72,501.00
3	Pavement Marking (Patterned Cold Plastic) (White) (6")	482.0	L.F.	3.50	1,687.00	0.0	482.0	1,687.00	482.0	1,687.00
4	Pavement Marking (Patterned Cold Plastic) (White) (24")	931.0	L.F.	18.00	16,758.00	142.4	1,073.4	19,321.20	1,073.4	19,321.20
5	Pavement Marking (Patterned Cold Plastic) (Yellow) (4")	1,559.0	L.F.	2.50	3,897.50	26.0	1,585.0	3,962.50	1,585.0	3,962.50
6	Left Turn Arrows (Patterned Cold Plastic)	2	Each	450.00	900.00	0	2	900.00	2	900.00
7	Parking Stall Markings (Patterned Cold Plastic) (White) (6")	1,330.0	L.F.	3.50	4,655.00	-44.0	1,286.0	4,501.00	1,286.0	4,501.00
8	Parking Stall Markings (Patterned Cold Plastic) (Yellow) (4")	441.0	L.F.	2.50	1,102.50	37.7	478.7	1,196.75	478.7	1,196.75
9	Handicap Parking Symbols (Patterned Cold Plastic)	6	Each	280.00	1,680.00	-1	5	1,400.00	5	1,400.00
10	Water Valve Concrete Pads	18	Each	500.00	9,000.00	3	21	10,500.00	21	10,500.00
11	Pavement Removal	78.0	S.Y.	60.75	4,738.50	-78.0	-	-	-	-
12	Traffic Control	1	L.S.	3,530.00	3,530.00	0	1	3,530.00	1	3,530.00
13	Mobilization	1	L.S.	8,220.00	8,220.00	0	1	8,220.00	1	8,220.00
TOTAL					\$ 167,873.89			\$ 160,373.64		

TOTAL VALUE OF WORK DONE AND MATERIALS ON HAND \$ 160,373.64
 PERCENT RETAINED (0%) \$ -
 OTHER DEDUCTIONS (SPECIFY) \$ -
 TOTAL OF PREVIOUS ESTIMATES \$ -
 TOTAL DEDUCTIONS \$ -

AMOUNT DUE CONTRACTOR ON THIS ESTIMATE \$ 160,373.64

PREPARED BY: Greg Gardister, Public Works Supervisor DATE: 7-27-09
 APPROVED BY: William A. Beasley, Director of Public Works DATE: 7/27/09
 ACCEPTED BY: Peter J. Kammeter, Hecker Construction Co. DATE: August 3, 2009

CHANGE ORDER FORM

PROJECT Repaving Project North Broadway (US-888) Eighth to Eleventh	DATE July 27, 2009 CHANGE ORDER NO. 1
PETITION AMOUNT: \$ - TEMPORARY NOTES: \$ - CONTRACT BIDS RECEIVED February 3, 2009 CONTRACTOR: HECKERT CONSTRUCTION CO. ADDRESS: 746 E 520TH AVE PITTSBURG, KS 66762	

ORIGINAL CONTRACT CONSTRUCTION AMOUNT	\$ 167,873.89
CHANGE ORDER NO.	-
CONTRACT CONSTRUCTION AMOUNT BY PREVIOUS CHANGE ORDERS	\$ 167,873.89

ITEM NO.	DESCRIPTION	CHANGE IN QUANTITY	UNIT	UNIT PRICE	CHANGE IN PRICE	EXPLANATION
1	Milling (2" Thickness)	745.5	S.Y.	\$ 3.49	\$2,601.80	Overrun-Additional Work Performed at 11th and Broadway and at 8th and Broadway
2	HMA-Commercial Grade (Class A)	-128.0	Tons	71.50	-9,152.00	Under-run-thickness less than plan average of 3" unit weights less than plan 188.6 lb/cu ft
3	Pavement Marking (Patterned Cold Plastic) (White) (6")	0.0	L.F.	3.50	0.00	Constructed to Plan
4	Pavement Marking (Patterned Cold Plastic) (White) (24")	142.4	L.F.	18.00	2,563.20	Overrun-Due to beginning project South of existing crosswalk at 8th.
5	Pavement Marking (Patterned Cold Plastic) (Yellow) (4")	26.0	L.F.	2.50	65.00	Overrun-Due to normal field variances
6	Left Turn Arrows (Patterned Cold Plastic)	0	Each	450.00	0.00	Constructed to Plan
7	Parking Stall Markings (Patterned Cold Plastic) (White) (6")	-44.0	L.F.	3.50	-154.00	Under-run-due to revisions in parking layout
8	Parking Stall Markings (Patterned Cold Plastic) (Yellow) (4")	37.7	L.F.	2.50	94.25	Overrun-due to revisions in parking layout
9	Handicap Parking Symbols (Patterned Cold Plastic)	-1	Each	280.00	-280.00	Under-run-HC stall eliminated at East side 1000 Block due to Streetscape Project revisions.
10	Water Valve Concrete Pads	3	Each	500.00	1,500.00	Overrun-Due to Streetscape Project revisions, the work was unnecessary
11	Pavement Removal	-78.0	S.Y.	60.75	-4,738.50	Under-run-Due to additional work at 11th and Broadway
12	Traffic Control	0	L.S.	3,530.00	0.00	Constructed to Plan
13	Mobilization	0	L.S.	8,220.00	0.00	Constructed to Plan
TOTAL CHANGE ORDER AMOUNT					-\$7,500.25	

NEW CONTRACT CONSTRUCTION AMOUNT	\$ 160,373.64
ENGINEERING AND INSPECTION	-
LEGAL AND ADMINISTRATIVE	-
NEW PROJECT TOTAL	\$ 160,373.64

PREPARED BY: *Greg Hardesty* DATE: 7-27-09
 Greg Hardesty, Public Works Supervisor
 APPROVED BY: *William A. Beasley* DATE: August 3, 2009
 William A. Beasley, Director of Public Works
 ACCEPTED BY: *John J. Kummer* DATE: August 3, 2009
 Heckert Construction Co.

DATE OF APPROVAL BY CITY COMMISSION: _____

FINAL PAYMENT DUE CONTRACTOR

PROJECT	Repairing Project North Broadway (US-69B) Elgith to Eleventh	DATE	July 27, 2009
PETITION AMOUNT: \$ - TEMPORARY NOTES: \$ - CONTRACTOR: HECKERT CONSTRUCTION CO. ADDRESS: 746 E 520TH AVE PITTSBURG, KS 66762			
ORIGINAL CONTRACT CONSTRUCTION AMOUNT		1	DATED 7/27/2009
CHANGE ORDER NO.			
TOTAL CONSTRUCTION COST			\$ 167,873.89
Less Previous Payments			\$ -
BALANCE DUE CONTRACTOR (FINAL PAYMENT)			\$ 160,373.64

PREPARED BY: Greg Hardison 7-27-09 DATE
 Greg Hardison, Public Works Supervisor

APPROVED BY: William A. Beasley 7/27/09 DATE
 William A. Beasley, Director of Public Works

ACCEPTED BY: Heckert Construction Co. August 3, 2009 DATE
 Heckert Construction Co.

DATE OF APPROVAL BY CITY COMMISSION: _____

STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

Name of Entity to whom Project Exemption Certificate was Issued

201 W 4th St
Street Address

Pittsburg
City

KS
State

66762
Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under **Exemption Certificate Number** 0000011862, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(c), (d), (e), (xx), (aaa), (ccc), (iii), (qqq), (sss), (ttt), (uuu), (xxx) and (yyy) as amended.

Heckert Construction Co.

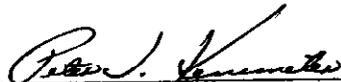
Contractor / Subcontractor

746 E. 520th Ave.

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

Pittsburg, KS 66762

City, State Zip



Signature and Title of Authorized Representative

August 3, 2009

Date

INSTRUCTIONS

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



Interoffice Memorandum

TO: JOHN VANGORDEN, JON GARRISON, JESSILYN NOKES,
TAMMY NAGEL
FROM: DEENA HALLACY
DATE: JULY 28, 2009
SUBJECT: AGENDA ITEM – EMERGENCY SHELTER GRANT 2009

The City of Pittsburg has been awarded \$67,650 for operations of the Emergency Shelter Grant. This is a pass through grant to SEK-CAP, INC. The amount awarded is \$46,000 for operations and \$20,000 for Essential Services. All the funds are used for operating the shelter. Matching funds will come directly from SEK-CAP and are of equal amounts. The City of Pittsburg received \$1,650 for administration of the grant; complying with reporting requirements, dispersing the funds.

Please place this item on the agenda for August 11th. Accept the award and approve the Mayor to sign the appropriate documents.

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. 1-01), 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 1st day of July 2009.

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.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.
Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

Grant Award Conditions
Kansas Emergency Shelter Grant Program

1. The Local Government must match the amount of the State's grant dollar-for-dollar, except for the "Local Government Administration" allocation. Matching funds must be provided *after* the date of the grant award to the grantee. If a hardship would occur in meeting the match exemptions may be requested in writing
2. The terms of the State's grant award, the required local match, and the Local Government's expenditure of grant funds are subject to Federal "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 24 CFR Part 85.
3. All ESG grantees must have signed the "Certification of Local Approval For Nonprofit Organizations" and the, "Local Unit of Government Emergency Shelter Grant Program FY2008 Certifications" contained in the Kansas Emergency Shelter Grant Application before any funds will be distributed.
4. The Local Government's requests for grant funds shall only be for reimbursement of activities, as specifically agreed to in the "Notification of Grant Award" and "Budget Itemization". Any request for changes must be submitted to the Kansas Housing Resources Corporation (Corporation) in writing.
5. When salaries are included in the State's grant award, concurrent with the first reimbursement of salaries, the local Government shall submit the name, title, beginning date, and qualifications of the employee(s).
6. The State will de-obligate, and recapture from the Local Government, any unexpended grant funds after the ending date of grant award, unless an extension is agreed to for completion of activities specified in the "Notification of Grant Award" and "Budget Itemization."
7. The Local Government, and nonprofit organizations to which it distributes Emergency Shelter Grant funds, shall maintain program and fiscal records, and retain such records for a minimum of four years after completion of the State's Final Report to the U.S. Department of Housing and Urban Development or until completion of a State Audit Report.
8. Authorized representatives of the Corporation, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these funds and the receipt of assistance under the ESG Program as may be necessary to make audits, examinations, excerpts, and transcripts.

Any contract or agreement entered into by the Grantee shall contain language comparable to this section so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

9. The Local Government shall submit the Progress and Final Performance Report to the State, as required by the U.S. Department of Housing and Urban Development. The Local Government shall submit any other reports, containing such information and at such times, as may be required by the Kansas Housing Resources Corporation.
10. The Local Government, and nonprofit organizations funded under this grant award, shall acknowledge support of the Kansas Housing Resources Corporation in all public relations materials describing local Emergency Shelter Grant activities.
11. Special Conditions: The specific provisions found in “Contractual Provisions Attachment” (Form DA-146a), attached hereto to be executed by parties to this agreement, and hereby incorporated into this agreement and made a part hereof.

Signature: RUDY DRAPER

Date

MAYOR, CITY OF PITTSBURG_
Title

BUDGET ITEMIZATION
 KANSAS EMERGENCY SHELTER GRANT PROGRAM
 KANSAS HOUSING RESOURCES CORPORATION

Grantee's Name	Grantee's Address
CITY OF PITTSBURG	P.O. BOX 688 PITTSBURG, KS 66762

APPROVED ESG EXPENSES

FOR

SEK-CAP, INC. CHOICES SHELTER

Name of Emergency Shelter

STATE ESG FUNDS (See ESG Eligible Amount Activities.)

Rehabilitation (*List standard subitems with planned expenses.*)

Operations (*List standard subitems with planned expenses.*)

STAFF: \$6,440 TELE: \$1,540 INSURANCE: \$2,630
 UTILITIES: \$7,840 OFFICE SUP: \$360 SECURITY: \$21,800
 PEST:480 TRASH: \$620 PROGRAM SUPPLY: \$2,160
 MAINTENANCE: \$2,130 ADMIN: \$1,650

Essential Services (*List standard subitems with planned expenses.*)

CASE MANAGEMENT: \$20,000

Homeless Prevention (*List standard subitems with planned expenses.*)

TOTAL APPROVED ESG EXPENSES: \$67,650

BUDGET ITEMIZATION
PAGE 2

LOCAL MATCHING FUNDS	AMOUNT
Donated Materials or Buildings	
Value of Lease	
Staff Salaries	
Volunteer Time	
Other Non-ESG Sources	\$67,650

TOTAL MATCHING FUNDS
(Must equal Total Approved ESG Expenses.)

I, the undersigned, approve this Budget Itemization.

Financial Officer of Local Government Responsible for ESG Account

Signature

Date

Name: JON GARRISON

Title : FINANCE DIRECTOR

(620) 232-1210
Area Code Telephone #

(620) 232-3453)
Area Code Fax #



Interoffice Memorandum

TO: JOHN VANGORDEN, JON GARRISON, JESSILYN NOKES,
TAMMY NAGEL
FROM: DEENA HALLACY
DATE: JULY 28, 2009
SUBJECT: AGENDA ITEM – HOUSING REHAB GUIDELINES
MODIFICATION

The Citizen's Advisory Board met on July 27th in regular session. After reviewing several loan applications, the Board discussed the limitations to housing rehabilitation for citizens of Crawford County. The limitations are a result of the Housing Rehabilitation Guidelines as they presently exist. The CAB members discussed the items in the guidelines entitled "REQUIRED ACTIVITIES". CAB members wanted to make sure that if an applicant needed only a roof, they would get that without making it mandatory that other items had to be repaired in order to receive the loan. In many cases, the items noted below may not be able to be addressed within the applicant's ability to repay the loan. Members are taking the stance that we need to keep it simple; repair what needs to be repaired and do not force other repairs upon citizens.

REQUIRED ACTIVITIES: Rehabilitation activities which **MUST** be included in all work write-ups and specifications include the following:

- 1) Items as required by the Housing Quality Standard Inspection
- 2) Any city code violations
- 3) Smoke Detectors
- 4) Cost Effective Energy-Efficiency Standards; i.e. weatherization

This section has been stricken from the guidelines. Please place this item on the agenda for the next meeting for review by the City Commission. Approve or disapprove the modification to the Housing Rehabilitation Guidelines.

2009
CITY OF PITTSBURG, KANSAS

HOUSING REHABILITATION LOAN PROGRAM

PROGRAM GUIDELINES
FOR OWNER-OCCUPIED HOMES

PURPOSE OF LOAN PROGRAM: The intent of the loan program is to provide an opportunity for citizens of Crawford County of low – moderate income to obtain low interest loans for the purpose of upgrading their home. The program is intended to assist those who otherwise would not have conventional loans as a resource.

TARGET AREA LOCATION: Within Crawford County, KS

APPLICANT ELIGIBILITY: To be eligible for a housing rehabilitation loan, applicants must meet the following requirements:

1. Be the recorded owner and occupant of the unit to be rehabilitated for at least one year prior to the time of application. Contract of sales accepted only if the contract has been effective for 5 years or more. Life estate deeds are accepted.
2. Have no outstanding judgments placed on property.
3. Taxes and insurance must be current or could be included in the loan amount to bring current.
4. Income must not exceed the requirements set forth for the purpose of determination for financial eligibility (identified below).
5. Be willing to work with city staff throughout the completion of the project; bidding, construction, and payments.
6. All children in the household under the age of six (6) must be tested for EBL (Elevated Blood Level) through the Crawford County Health Department. There will be no charge for this test to the family.

NOTE: Identification of a child with EBL will require notice to the State of Kansas at which time KDHE will inspect the property and determine if any abatement of lead paint in the unit is required. This may delay the approval of an application.

ELIGIBILITY REQUIREMENTS - PROPERTY: To be eligible for a housing rehabilitation loan, a property must meet the following requirements:

1. Be located within Crawford County, Kansas.
2. Have an existing need for repair of at least one major system or the need to eliminate unsafe conditions.
3. Single family residences only.
4. Must be substandard and/or suitable for rehabilitation as described in the Plan.

Household Size	Moderate Income
1	\$ 29,300
2	\$ 33,500
3	\$ 37,650
4	\$ 41,850
5	\$ 45,200
6	\$ 48,550
7	\$ 51,900
8	\$ 55,250

LOAN PROCEDURE:

The applicant shall place a loan application with the Community Development & Housing Office to be reviewed by the Citizens Advisory Board. The City has the option to perform a credit check of applicant. Recommendation for approval will be made by the Citizens Advisory Board to the Pittsburg City Commission.

* LOAN MAXIMUM \$18,000 * INTEREST 3% * MAXIMUM TERM 15 YRS

1. The term of the loan is negotiable based upon the loan amount and the applicant's ability to repay.
2. Eligibility for the loan may be based upon information received through a credit report or other applicable information.
3. Loan funds may be approved to enable applicant to bring taxes and insurance current.
4. The applicant will be required to pay for any costs associated with the loan process; title search, credit report, filing fees. These costs may also be included in the total loan financed if the loan is approved and may be paid up front after initially determining the loan process will proceed. Funds will be held in escrow and returned to the homeowner if the loan is unable to be processed.

The ability to repay the loan will be based upon the current housing costs (Principal, Interest, Taxes, Insurance) which may not exceed 29% of the gross income, but in no case may a loan be approved when the total monthly debt payments exceeds 42% of the gross income.

Costs that exceed the maximum loan amount will be discussed with the owner. The owner will be allowed to place other funds into escrow for any additional work to be done.

HOUSING ELIGIBILITY: Housing is eligible, provided homes meet the definitions of substandard and suitable for rehabilitation. Any rehabilitation work done under this program requires the home must, at a minimum, be restored to standard condition.

"Substandard" is defined as housing that is in need of any of the following items:

1. Repairs or replacements of roofs.
2. Repairs or replacements of sidewall structures and/or siding.
3. Foundation repairs.
4. All structural member repairs and/or replacements.
5. Electrical repairs and/or replacements.
6. Plumbing repairs and/or replacements.
7. Furnace &/or heating units repairs &/or replacements.
8. Elimination of unsafe conditions existing anywhere on the property, to include but not limited to barrier removal for the elderly and handicapped and to include the property upon which the housing unit is located.

"Suitable for Rehabilitation" is defined as a substandard house for which it is technically and financially feasible to restore it to standard conditions, given the limits of the program.

Any immediate health or safety hazard found during the preliminary inspection will receive priority over other rehabilitation applications.

ELIGIBLE ACTIVITIES: Rehabilitation activities may include, as necessary, any of the items listed under Housing Eligibility and other repairs necessary to improve the health and safety of residents.

INELIGIBLE ACTIVITIES: Any activity, which does not contribute to the rehabilitation or energy conservation of eligible housing by improving the health and safety of residents, or does not contribute to the decrease of blight of the property is considered ineligible. Other excluded costs are land acquisition, new construction, expansion of the size of a structure, completion of unfinished spaces such as an attic or basement.

WALK AWAY POLICY: This policy gives the City to right to “walk-away” from homes if rehab is not feasible. The following criteria will be taken into consideration when determining the feasibility of rehab:

1. Current property value
2. After rehab value
3. Whether the home is suitable for rehabilitation
4. Estimated repairs exceed the maximum grant and/or loan.
5. Ability of the applicant to repay City loan (if applicable)
6. Failure of the applicant to agree to requirements set forth in the guidelines.

APPLICATION PROCEDURES: The availability of the Housing Rehabilitation Loan Program funds will be publicized to residents through the local newspaper and other appropriate means. Applicants may obtain forms at the City of Pittsburg - Community Development and Housing Office located at 603 North Pine. Applications will be accepted from the date of publication. Applications will be screened in accordance with the income eligibility requirements and then ranked in accordance with the approved Rating System, date and time of application. Applications will then be forwarded to the Citizen's Advisory Board for their review and recommendations to the City Commission.

ROLE OF HOMEOWNERS: Homeowners agree to the rehabilitation work as bid and provide access to the property by rehabilitation personnel to allow performance of required work. Utilities must be available for the rehabilitation work. Homeowners must be willing to remove all valuable items, which might be damaged due to construction. Owners must agree to accept the lowest bid and be willing to accept the final completion of the project as approved by the Housing Rehabilitation Inspector from the Division of Community Development & Housing.

REHABILITATION CONTRACT PROCEDURES: Bids provided to the homeowner by contractors for housing rehabilitation will be accepted by the City of Pittsburg for individual properties only if the contractor is licensed and insured. All contractors, inspectors, and crew members must attend and successfully complete a Kansas Dept. of Health and Environment (KDHE) approved, Lead Safe Work Practice Training course and fulfill the KDHE requirements to become Certified Renovators by December 1, 2009 or as soon as the certification is available through KDHE. All contractors and crew members will be responsible for complying with the EPA's Renovation Repair and Painting (RRP) regulations as enforced by KDHE in Kansas.

Contractors must apply to KDHE by December 1, 2009 or as soon as the licensing is available from KDHE, to become a KDHE Licensed Renovation firm. KDHE requires that licensed firms employ only certified renovators to perform rehabilitation work.

KDHE monitors rehabilitation activities to ensure all firms and workers are in compliance. Contractors found to be out of compliance may be subject to penalties and fines up to \$5000 per occurrence.

All bids will be reviewed by the Community Development and Housing Office and all contractors must be approved.

COMPLAINT PROCEDURES: The Citizen's Advisory Board will serve as an appeal board to hear written grievances of individuals regarding the administration of the program. All grievances shall be answered in writing within fifteen (15) working days after the appeal board hears the grievance. The appeal board will hear the grievance no later than within 14 days from date the Community Development and Housing Office receive such written appeal. The decision of the Board shall be final and the grievant notified in writing.

THE CITY OF PITTSBURG
COMMUNITY DEVELOPMENT & HOUSING OFFICE
603 N. PINE
P.O. BOX 688
PITTSBURG, KS 66762
620-232-1210
620-232-3453 (FAX)



Interoffice Memorandum

TO: JOHN VANGORDEN, JON GARRISON, TAMMY NAGEL,
JESSILYN NOKES
FROM: DEENA HALLACY
DATE: JULY 29, 2009
SUBJECT: AGENDA ITEM: LOAN APPLICATION FOR HOUSING
REHABILITATION PROGRAM

The Citizen's Advisory Board met on Monday, July 27, 2009 to review applications to the Housing Rehabilitation Program.

DAVID GRUBBS 408 N. OLIVE UP TO \$18,000 LOAN

Mr. Grubbs' application was reviewed by the CAB and it is their recommendation to approve the above noted applicant for a loan of up to \$18,000 for a new roof and repairs to the interior of the unit.

Please place this item on the agenda for August 11th for the review of the commission. Approve or disapprove the application and approve staff to sign the appropriate documents.



Interoffice Memorandum

TO: John D. VanGorden, Interim City Manager

FROM: Mendy Hulvey, Chief of Police

DATE: August 3, 2009

SUBJECT: Agenda Item – August 11th, 2009
Surplus Property

I am requesting Governing Body authorization to declare a 1969 Triple Combination Pumper Fire Truck owned by the City and used in the Fire Department as surplus property and further requesting authorization to receive sealed bids for the sale of this vehicle.

Additionally, I am requesting approval to declare all remaining miscellaneous furniture items located in the old Public Safety Center, 611 N. Pine, be declared surplus property so that these items can be sold at public auction August 29, 2009.

Lastly, I am requesting approval to declare one 2006 Ford Crown Victoria and two 2007 Ford Crown Victoria's owned by the City and used by the Police Department as surplus property and further requesting authorization to receive sealed bids for the sale of these vehicles.

Would you please place these items on the agenda for the City Commission meeting scheduled for Tuesday, August 11th, 2009. Action necessary will be approval or disapproval of staff request as stipulated above.

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



Interoffice Memorandum

TO: John D. VanGorden, Interim City Manager
FROM: Mendy Hulvey, Chief of Police
DATE: August 3, 2009
SUBJECT: Agenda Item – August 11th, 2009
Surplus Property

I am requesting Governing Body authorization to declare the Public Safety Center, 611 N. Pine, as surplus property and further requesting authorization to receive sealed bids for the sale of this property. The legal description of the property is as follows:

Original Town of Pittsburg, Block 8, Lots 357 through 360. This two-story building was constructed in the 1930's. It has 9,600 square feet per floor with an additional basement.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 11th, 2009. Action necessary will be approval or disapproval of staff request as stipulated above.

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0526	KDH&E	R	7/22/2009			160126		75.00
2519	EAGLE BEVERAGE CO INC	R	7/22/2009			160127		132.10
0266	JOHN S KUTZ	R	7/22/2009			160128		600.00
5776	LDF SALES & DISTRIBUTING INC	R	7/22/2009			160129		68.20
5589	ALLTEL	R	7/23/2009			160180		778.65
5561	AT&T MOBILITY	R	7/23/2009			160181		1,039.33
0094	M&I BANK	R	7/23/2009			160182		250.00
6135	MCNEARNEY & ASSOCIATES LLC	R	7/23/2009			160183		225.34
5503	NEWMAN, REYNOLDS AND RIFFEL	R	7/23/2009			160184		44.01
0188	SECRETARY OF STATE, RON THORN	R	7/23/2009			160185		50.00
5854	ANTHONY A SNYDER	R	7/23/2009			160186		254.65
6136	US DEPARTMENT OF EDUCATION	R	7/23/2009			160187		303.87
6183	CARA WARD	R	7/23/2009			160188		197.61
6296	PITTSBURG INDUSTRIAL DEVELOPME	R	7/24/2009			160189		60,000.00
1108	WESTAR ENERGY	R	7/28/2009			160190		32.87
6192	KATHLEEN CERNE	R	7/28/2009			160191		600.00
0175	REGISTER OF DEEDS	R	7/29/2009			160192		7.00
6023	JOHN T SEAL	R	7/29/2009			160193		408.00
6301	ROGERS & SONS CONCRETE	R	7/30/2009			160194		11,300.00
2916	US CELLULAR	R	7/30/2009			160195		2,559.30
0397	PITTSBURG POLICE DEPT	R	7/31/2009			160197		82.22
5904	TASC	R	7/31/2009			160198		1,261.21

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	R	8/04/2009			160208		216.25
5776	LDF SALES & DISTRIBUTING INC	R	8/04/2009			160209		85.25
2876	A-PLUS CLEANERS & LAUNDRY	R	8/04/2009			160241		687.26
6305	BILL'S ELECTRIC INC	R	8/04/2009			160242		5,925.00
3291	GCSAA	R	8/04/2009			160243		320.00
6225	HOME PRO	R	8/04/2009			160244		733.71
1370	KDH&E	R	8/04/2009			160245		487.00
3766	KDHE - TECHNICAL SERVICES SECT	R	8/04/2009			160246		60.00
1571	LOY LAW FIRM LLC	R	8/04/2009			160247		125.00
3434	PITTSBURG SUNRISE ROTARY	R	8/04/2009			160248		372.00
6308	PITTSBURG TITLE LLC	R	8/04/2009			160249		50.00
5910	PRICE T PRINTING	R	8/04/2009			160250		935.00
6267	PROFESSIONAL CLEANING SYSTEMS	R	8/04/2009			160251		225.00
6302	AUGUSTO RAMIREZ MD	R	8/04/2009			160252		25.00
0187	ROTARY CLUB OF PITTSBURG	R	8/04/2009			160253		200.00
6303	STAPLES	R	8/04/2009			160254		438.17
6297	TENANT PI, LLC	R	8/04/2009			160255		165.00
5184	UNITED RENTALS MORTHWEST LLC	R	8/04/2009			160256		242.76
4839	VAN BECELAERE MACHINE WORKS, I	R	8/04/2009			160257		5,760.00
5974	VAN'S ELECTRIC COMPANY	R	8/04/2009			160258		76.30
6190	WESTHEFFER	R	8/04/2009			160259		42.73
0011	AMERICAN ELECTRIC INC	E	7/29/2009			999999		539.14

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0034	CRONISTER BROTHERS, INC	E	7/29/2009			999999		595.12
0046	ETTINGERS OFFICE SUPPLY	E	7/29/2009			999999		418.31
0054	JOPLIN SUPPLY COMPANY	E	7/29/2009			999999		753.78
0055	JOHN'S SPORT CENTER	E	7/29/2009			999999		4.99
0063	LOCKE WHOLESALE SUPPLY	E	7/29/2009			999999		183.34
0073	K P & P INC	E	7/29/2009			999999		110.00
0078	SUPERIOR LINEN SERVICE	E	7/29/2009			999999		151.31
0083	WATER PRODUCTS INC	E	7/29/2009			999999		170.00
0094	M&I BANK	D	7/24/2009			999999		63.95
0101	BUG-A-WAY INC	E	7/29/2009			999999		40.00
0105	PITTSBURG AUTOMOTIVE INC	E	7/29/2009			999999		832.35
0145	BROADWAY LUMBER COMPANY, INC.	E	7/29/2009			999999		556.28
0154	BLUE CROSS & BLUE SHIELD	D	7/23/2009			999999		18,612.07
0154	BLUE CROSS & BLUE SHIELD	D	7/30/2009			999999		32,040.41
0154	BLUE CROSS & BLUE SHIELD	D	8/03/2009			999999		24,131.76
0199	KIRKLAND WELDING SUPPLIES	E	7/29/2009			999999		35.00
0200	SHERWIN WILLIAMS COMPANY	E	7/29/2009			999999		592.83
0201	SPICER-ADAMS WELDING, INC.	E	7/29/2009			999999		349.55
0207	PEPSI-COLA BOTTLING CO OF PITT	E	7/29/2009			999999		404.90
0224	KDOR	D	7/22/2009			999999		1,541.04
0224	KDOR	D	7/29/2009			999999		1,081.71
0276	JOE SMITH COMPANY, INC.	E	7/29/2009			999999		936.32

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0278	LAWSON PRODUCTS INC	E	7/29/2009			999999		50.04
0289	TITLEIST	E	7/29/2009			999999		832.78
0292	UNIFIRST CORPORATION	E	7/29/2009			999999		35.75
0308	DOBRAUC OIL COMPANY INC	E	7/29/2009			999999		15,643.93
0317	KUNSHEK CHAT & COAL CO, INC.	E	7/29/2009			999999		7,164.02
0329	O'MALLEY IMPLEMENT CO INC	E	7/29/2009			999999		347.90
0331	OVERHEAD DOORS INC	E	7/29/2009			999999		125.00
0335	CUSTOM AWARDS PLUS INC	E	7/29/2009			999999		201.75
0339	GENERAL MACHINERY	E	7/29/2009			999999		2,977.51
0375	CONVENIENT WATER COMPANY	E	7/29/2009			999999		7.50
0409	WISEMAN'S DISCOUNT TIRE INC	E	7/29/2009			999999		20.52
0543	PITTSBURG REFRIGERATION	E	7/29/2009			999999		91.25
0571	WILBERT MFG. & SUPPLY	E	7/29/2009			999999		594.45
0627	BOETTCHER SUPPLY INC	E	7/29/2009			999999		8.20
0704	NEPTUNE RADIATOR AND AUTO	E	7/29/2009			999999		182.50
0709	BATES SALES COMPANY INC	E	7/29/2009			999999		17.67
0713	BEST WAY INC	E	7/29/2009			999999		139.31
0806	JOHN L CUSSIMANIO	E	7/29/2009			999999		200.00
0817	BURKE ELECTRONICS	E	7/29/2009			999999		257.00
0819	MID AMERICAN SIGNAL INC	E	7/29/2009			999999		5,827.00
0837	BLACKBURN MANUFACTURING	E	7/29/2009			999999		90.17
0947	TOM SLAUGHTER	E	7/29/2009			999999		3,150.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0998	CHEMSEARCH	E	7/29/2009			999999		537.90
1050	KPERS	D	7/24/2009			999999		1,464.70
1170	BRUCH FISH FARM	E	7/29/2009			999999		695.00
1235	RHODES GROCERY INC	E	7/29/2009			999999		40.64
1277	SYSTEMS MANUFACTURING INC	E	7/29/2009			999999		4,552.00
1306	DIVERSIFIED INSPECTIONS INC	E	7/29/2009			999999		40.00
1347	ELECTRIC MOTOR SUPPLY INC	E	7/29/2009			999999		3,604.10
1435	DOC'S HEATING & AIR	E	7/29/2009			999999		124.00
1478	KANSASLAND TIRE OF PITTSBURG	E	7/29/2009			999999		3,103.31
1490	ESTHERMAE TALENT	E	7/29/2009			999999		25.00
1617	KANSAS EMPLOYMENT SECURITY FUN	D	7/23/2009			999999		6,343.03
1629	PITTSBURG BEAUTIFUL	E	8/04/2009			999999		1,897.35
1792	B&L WATERWORKS SUPPLY INC	E	7/29/2009			999999		512.76
2089	CHALLENGER SPORTS CORPORA	E	7/29/2009			999999		470.00
2111	DELL MARKETING L.P.	E	7/29/2009			999999		165.70
2226	KEY EQUIPMENT & SUPPLY CO INC	E	7/29/2009			999999		120.00
2433	THE MORNING SUN	E	7/29/2009			999999		1,185.85
2765	G.S. ROBINS & COMPANY	E	7/29/2009			999999		3,224.00
2825	KANSAS DEPT OF ADMINISTRATION	E	7/29/2009			999999		120.66
2864	MTI DISTRIBUTING INC	E	7/29/2009			999999		124.09
2960	PACE ANALYTICAL SERVICES INC	E	7/29/2009			999999		290.00
3261	PITTSBURG AUTO & GLASS	E	7/29/2009			999999		497.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3281	USA BLUE BOOK	E	7/29/2009			999999		48.34
3697	LR ENTERPRISES LLC	E	7/29/2009			999999		63.60
3971	FASTENAL COMPANY	E	7/29/2009			999999		499.99
4133	T.H. ROGERS HOMECENTER	E	7/29/2009			999999		159.61
4183	BARBIZON LIGHT	E	7/29/2009			999999		174.25
4277	AMERICAN EQUIPMENT CO	E	7/29/2009			999999		713.68
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	7/29/2009			999999		442.67
4766	ACCURATE ENVIRONMENTAL	E	7/29/2009			999999		114.41
4970	ERIC VANCE	E	7/29/2009			999999		2,300.00
5014	MID-AMERICA SANITATION	E	7/29/2009			999999		300.00
5267	SOFTWARE HOUSE INTERNATIONAL,	E	7/29/2009			999999		29,001.00
5275	US LIME COMPANY-ST CLAIR	E	7/29/2009			999999		3,379.05
5340	COMMERCE BANK TRUST	E	7/31/2009			999999		29,034.45
5474	THE UPS STORE	E	7/29/2009			999999		118.91
5590	HD SUPPLY WATERWORKS LTD	E	7/29/2009			999999		4,680.00
5690	CORGILL CONSTRUCTION INC	E	7/29/2009			999999		29,735.63
5758	ROLL OFF SERVICES INC (ATTN MA	E	7/29/2009			999999		485.85
5855	SHRED-IT USA INC	E	7/29/2009			999999		258.00
5904	TASC	D	7/28/2009			999999		6,555.45
5931	VOGEL HEATING & COOLING INC	E	7/29/2009			999999		70.00
6175	HENRY C MENGHINI	E	7/29/2009			999999		789.00
6191	MARADETH FREDERICK	E	7/29/2009			999999		600.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6253	DWAYNE O'BRIEN	E	7/29/2009			999999		55.52
6262	CLEAN THE UNIFORM COMPANY	E	7/29/2009			999999		413.06

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	43	97,440.79	0.00	97,440.79
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	9	91,834.12	0.00	91,834.12
EFT:	82	169,403.85	0.00	169,403.85
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: 80144	TOTALS:	134	358,678.76	0.00	358,678.76
BANK: 80144	TOTALS:	134	358,678.76	0.00	358,678.76	

VENDOR SET: 99 City of Pittsburg, KS
 BANK: EFT MANUAL EFTS
 DATE RANGE: 7/22/2009 THRU 8/04/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	E	8/04/2009			999999		1,378.49
0152	JOHN VAN GORDEN	E	7/31/2009			999999		70.70
0577	KANSAS GAS SERVICE	E	7/24/2009			999999		63.97
0866	AVFUEL CORPORATION	E	7/24/2009			999999		16,070.72
1454	BETTY J WILSON	E	7/23/2009			999999		375.00
1688	DORA WARE	E	7/23/2009			999999		350.00
2223	PITNEY BOWES	E	7/31/2009			999999		57.79
2542	CHARLES YOST	E	7/23/2009			999999		300.00
2733	JASON HUFFMAN	E	7/24/2009			999999		33.76
2921	CSG SYSTEMS INC	E	7/23/2009			999999		5,826.09
3079	COMMERCE BANK	E	8/04/2009			999999		12,581.25
3082	JOHN R JONES	E	7/23/2009			999999		550.00
3218	CHERYL L BROOKS	E	7/23/2009			999999		775.00
3435	PURCHASE POWER (POLICE METER)	E	7/29/2009			999999		268.99
3668	MID AMERICA PROPERTIES OF PITT	E	7/23/2009			999999		525.00
3884	MARK D. TURNBULL	E	7/29/2009			999999		63.12
5534	SYCAMORE VILLAGE APARTMENTS	E	7/23/2009			999999		146.00
5609	RON WHITE	E	7/29/2009			999999		238.00
5689	CONNIE ETZKIN	E	7/24/2009			999999		118.17
5897	NIESE WOODY-FAIR	E	7/23/2009			999999		450.00
6139	BOB MARTIN	E	7/24/2009			999999		1,690.00
6304	CHRISTOPHER FARINACCI	E	7/31/2009			999999		300.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: EFT MANUAL EFTS
DATE RANGE: 7/22/2009 THRU 8/04/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
	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:	22		42,232.05	0.00			42,232.05
	NON CHECKS:	0		0.00	0.00			0.00
	VOID CHECKS:	0		0.00	0.00			0.00
VOID DEBITS VOID DISCOUNTS VOID CREDITS								
TOTAL ERRORS: 0								
VENDOR SET: 99 BANK: EFT TOTALS:		22		42,232.05	0.00			42,232.05
BANK: EFT TOTALS:		22		42,232.05	0.00			42,232.05

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6155	HOUSING AUTHORITY OF DEKALB CO	R	8/03/2009			160199		768.80
6168	K AND B RENTALS LLC	R	8/03/2009			160200		241.00
6266	KENNETH JOSEPH BRADY	R	8/03/2009			160201		538.00
0266	JOHN S KUTZ	R	8/03/2009			160202		600.00
1601	GRAIG MOORE	R	8/03/2009			160203		236.00
3406	JON SCHWENKER	R	8/03/2009			160204		234.00
6265	THERENCE STEELE	R	8/03/2009			160205		236.00
2348	MARY D VANLEEUWEN	R	8/03/2009			160206		614.00
4636	WESTAR ENERGY, INC. (HAP)	R	8/03/2009			160207		825.00
0140	A&M RENTALS	E	8/04/2009			999999		762.00
0372	CONNER REALTY	E	8/04/2009			999999		1,714.00
0855	CHARLES HOSMAN	E	8/04/2009			999999		253.00
0969	SEK-CAP INC	E	8/04/2009			999999		24.00
1008	BENJAMIN M BEASLEY	E	8/04/2009			999999		664.00
1231	JOHN LOVELL	E	8/04/2009			999999		54.00
1421	SMITH RENTALS	E	8/04/2009			999999		254.00
1454	BETTY J WILSON	E	8/04/2009			999999		234.00
1542	LARRY SHANKS	E	8/04/2009			999999		922.00
1603	GARY SAKER	E	8/04/2009			999999		550.00
1609	PHILLIP H O'MALLEY	E	8/04/2009			999999		2,703.00
1638	VERNON W PEARSON	E	8/04/2009			999999		1,436.00
1649	HAROLD O'MALLEY	E	8/04/2009			999999		344.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1688	DORA WARE	E	8/04/2009			999999		371.00
1961	DUSTIN D MAJOR	E	8/04/2009			999999		214.00
1982	KENNETH STOTTS	E	8/04/2009			999999		2,956.00
1985	RICK A MOORE	E	8/04/2009			999999		732.00
2050	ACTON DEVELOPMENT	E	8/04/2009			999999		348.00
2256	TODD MERANDO	E	8/04/2009			999999		369.00
2304	DENNIS HELMS	E	8/04/2009			999999		157.00
2339	CHRIS WINDSOR	E	8/04/2009			999999		178.00
2398	WILLIAM E SAMSON	E	8/04/2009			999999		559.00
2542	CHARLES YOST	E	8/04/2009			999999		1,712.00
2624	JAMES ZIMMERMAN	E	8/04/2009			999999		2,368.00
2718	KENNETH B DUTTON	E	8/04/2009			999999		817.00
2771	MICHELLE PRYOR	E	8/04/2009			999999		132.00
2850	VENITA STOTTS	E	8/04/2009			999999		156.00
2913	KENNETH N STOTTS JR	E	8/04/2009			999999		431.00
3002	BARBARA MINGORI	E	8/04/2009			999999		200.00
3067	STEVE BITNER	E	8/04/2009			999999		4,197.00
3082	JOHN R JONES	E	8/04/2009			999999		862.00
3114	PATRICIA BURLESON	E	8/04/2009			999999		1,157.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	8/04/2009			999999		1,327.00
3158	BETTY L. FARRIS	E	8/04/2009			999999		311.00
3162	THOMAS A YOAKAM	E	8/04/2009			999999		638.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3187	DEAN POWELL	E	8/04/2009			999999		324.00
3193	WILLIAM CROZIER	E	8/04/2009			999999		108.00
3215	REA RAE DONNA RHODES	E	8/04/2009			999999		88.00
3218	CHERYL L BROOKS	E	8/04/2009			999999		767.00
3241	CHARLES P SIMPSON	E	8/04/2009			999999		616.00
3252	LINDA S LLOYD	E	8/04/2009			999999		204.00
3272	DUNCAN HOUSING LLC	E	8/04/2009			999999		2,186.00
3273	RICHARD F THENIKL	E	8/04/2009			999999		991.00
3317	PHIL MARTIN	E	8/04/2009			999999		375.00
3520	DON T. BUCHE	E	8/04/2009			999999		319.00
3593	REMINGTON SQUARE	E	8/04/2009			999999		12,555.00
3668	MID AMERICA PROPERTIES OF PITT	E	8/04/2009			999999		4,411.00
3724	YVONNE L. ZORNES	E	8/04/2009			999999		586.00
3746	JAROLD BONBRAKE	E	8/04/2009			999999		651.00
3821	JAMES T BLANCHO	E	8/04/2009			999999		158.00
3929	MDI LIMITED PARTNERSHIP #49	E	8/04/2009			999999		6,273.00
3945	KEITH E. HARRIS	E	8/04/2009			999999		196.00
3977	EUGENE HUNT	E	8/04/2009			999999		520.00
3978	TBSW HOLDINGS, LLC	E	8/04/2009			999999		198.00
4154	JOSEPH L. BOURNONVILLE	E	8/04/2009			999999		500.00
4218	MEADOWLARK TOWNHOUSES	E	8/04/2009			999999		2,424.00
4308	KENNETH BATEMAN	E	8/04/2009			999999		498.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4388	RLP REAL ESTATE LLC	E	8/04/2009			999999		213.00
4492	PITTSBURG APARTMENTS	E	8/04/2009			999999		3,273.00
4546	C & M PROPERTIES LLC	E	8/04/2009			999999		50.00
4550	JIM RUSSELL	E	8/04/2009			999999		391.00
4564	TERRY L SIMPSON	E	8/04/2009			999999		266.00
4612	LORNA GRIFFIN	E	8/04/2009			999999		410.00
4637	OPAL M .WALKER	E	8/04/2009			999999		382.00
4752	S & N MANAGEMENT, LLC	E	8/04/2009			999999		367.00
4928	PITTSBURG STATE UNIVERSITY	E	8/04/2009			999999		940.00
5035	ZACK QUIER	E	8/04/2009			999999		525.00
5036	TRACY STAHL	E	8/04/2009			999999		891.00
5356	MICHAEL SIMMONS	E	8/04/2009			999999		600.00
5393	CARLOS ANGELES	E	8/04/2009			999999		967.00
5541	SANDRA GEIER	E	8/04/2009			999999		154.00
5549	DELBERT BAIR	E	8/04/2009			999999		290.00
5583	ROBERT L NANKIVELL SR	E	8/04/2009			999999		101.00
5614	JAMES DAVID VAUGHN	E	8/04/2009			999999		362.00
5653	PEGGY HUNT	E	8/04/2009			999999		193.00
5656	EARL HARTMAN	E	8/04/2009			999999		1,466.00
5660	HERBERT WARING	E	8/04/2009			999999		355.00
5676	BARBARA TODD	E	8/04/2009			999999		254.00
5716	CHARLES T IMEL	E	8/04/2009			999999		400.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5748	COZY LIVING PROPERTIES INC	E	8/04/2009			999999		406.00
5806	GARY M WILKINSON	E	8/04/2009			999999		231.00
5817	JAMA ENTERPRISES LLP	E	8/04/2009			999999		878.00
5822	JOE FENSKE	E	8/04/2009			999999		389.00
5825	DEAN DAVIED	E	8/04/2009			999999		286.00
5829	LORN BURDICK	E	8/04/2009			999999		491.00
5831	DOUGLAS R BARTO	E	8/04/2009			999999		262.00
5833	GERRY DENNETT	E	8/04/2009			999999		489.00
5854	ANTHONY A SNYDER	E	8/04/2009			999999		306.00
5870	ANTHONY E SIMONCIC	E	8/04/2009			999999		372.00
5875	BRIAN WARE	E	8/04/2009			999999		525.00
5885	CHARLES T GRAVER	E	8/04/2009			999999		394.00
5891	MITCHELL R BROOKS	E	8/04/2009			999999		308.00
5896	HORIZON INVESTMENTS GROUP INC	E	8/04/2009			999999		111.00
5897	NIESE WOODY-FAIR	E	8/04/2009			999999		1,297.00
5906	JOHN HINRICHS	E	8/04/2009			999999		223.00
5939	EDNA R TRENT	E	8/04/2009			999999		444.00
5957	PASTEUR PROPERTIES LLC	E	8/04/2009			999999		1,401.00
5975	RAY PEAK	E	8/04/2009			999999		432.00
6002	SALLY THRELFALL	E	8/04/2009			999999		300.00
6010	TONYA HARRIS	E	8/04/2009			999999		301.00
6032	TIM J. RIDGWAY	E	8/04/2009			999999		1,025.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6036	JACK H LEGRAND	E	8/04/2009			999999		6.00
6043	BRENDA CAVIN	E	8/04/2009			999999		520.00
6062	MARC D SCHROEDER	E	8/04/2009			999999		292.00
6073	REBECCA FOSTER	E	8/04/2009			999999		976.00
6090	RANDAL BENNEFELD	E	8/04/2009			999999		466.00
6092	MINGORI LLC	E	8/04/2009			999999		225.00
6101	KENNETH D GIEFER	E	8/04/2009			999999		226.00
6108	TILDEN BURNS	E	8/04/2009			999999		315.00
6121	LEE SPONSEL	E	8/04/2009			999999		428.00
6138	CHARLES R GILMORE TRUST	E	8/04/2009			999999		68.00
6140	WANDA PERKINS	E	8/04/2009			999999		299.00
6150	JAMES L COX	E	8/04/2009			999999		410.00
6161	SJM INTERESTS INC	E	8/04/2009			999999		435.00
6172	ANDREW A WACHTER	E	8/04/2009			999999		1,114.00
6186	TROY ROSENSTIEL	E	8/04/2009			999999		419.00
6227	ANGELA BOLLINGER	E	8/04/2009			999999		357.00
6269	EDWARD SWOR	E	8/04/2009			999999		435.00
6284	FRED TWEET	E	8/04/2009			999999		601.00
6294	RONALD E WUERDEMAN	E	8/04/2009			999999		308.00
6298	KEVAN L SCHUPBACH	E	8/04/2009			999999		3,643.00
6300	MARTY STAHL	E	8/04/2009			999999		139.00
6306	BALKANS DEVELOPMENT LLC	E	8/04/2009			999999		97.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP M&I Bank - HAP
DATE RANGE: 7/22/2009 THRU 8/04/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6314	PARKVIEW HOUSING	E	8/04/2009			999999		303.00
6317	RONALD L EMERSON	E	8/04/2009			999999		192.00

* * T O T A L S * *

	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	9	4,292.80	0.00	4,292.80
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	125	101,049.00	0.00	101,049.00
NON CHECKS:	0	0.00	0.00	0.00

	VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	0	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: HAP TOTALS: 134 105,341.80 0.00 105,341.80

BANK: HAP TOTALS: 134 105,341.80 0.00 105,341.80

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0094	M&I BANK	D	7/24/2009			000000		74,671.90
0321	KP&F	D	7/24/2009			000000		27,929.64
0728	ICMA	D	7/24/2009			000000		6,719.17
1050	KPERS	D	7/24/2009			000000		19,374.37
1503	FAMILY SUPPORT PAYMENT CENTER	R	7/24/2009			160174		347.74
4252	GENERAL REVENUE CORPORATION	R	7/24/2009			160175		209.04
2228	KANSAS PAYMENT CENTER	R	7/24/2009			160176		1,032.97
2577	OK CENTRALIZED SUPPORT RE	R	7/24/2009			160177		130.97
0349	UNITED WAY OF CRAWFORD COUNTY	R	7/24/2009			160178		40.00
0028	PAYROLL CLEARING	E	7/24/2009			999999		70,249.22

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	5	1,760.72	0.00	1,760.72
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	128,695.08	0.00	128,695.08
EFT:	1	70,249.22	0.00	70,249.22
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
		0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: PY	TOTAL	10	200,705.02	0.00	200,705.02
BANK: PY	TOTALS:		10	200,705.02	0.00	200,705.02
REPORT TOTALS:			300	706,957.63	0.00	706,957.63

Passed and approved this 11th day of August, 2009.

Rudy Draper, Mayor

ATTEST:

Tammy Nagel, City Clerk



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: JOHN H. BAILEY, P.E., PhD/JAMES TUSH
Directors of Public Utilities

DATE: July 7, 2009

SUBJECT: Agenda Item – August 11, 2009
PUBLIC HEARING – Application for Loan through the Kansas Water Pollution Control Revolving Funds Assistance Program (K.S.A. 1988 Supp. 65-3321 through 65-3329) Administered by the Kansas Department of Health and Environment to Aid in the Financing of Southeast Lift Station Improvements

The City has made preliminary application for a loan in an amount not to exceed \$1,347,900 through the Kansas Water Pollution Control Revolving Funds Assistance Program (K.S.A. 1988 Supp. 65-3321 thru 65-3329) administered by the Kansas Department of Health and Environment. The proceeds of this loan will be used by the City to finance improvements to the southeast lift station and to purchase sewer infiltration/inflow control equipment. This loan shall be used to pay construction costs, loan origination costs, and interest during construction of the project.

Under the terms of the Kansas Water Pollution Control Revolving Fund Act, the City is required to hold a **PUBLIC HEARING** to allow persons having an interest in this matter the opportunity to comment in regards to this project. In this regard, a **PUBLIC HEARING** has been scheduled before the City Commission during their regularly scheduled meeting on Tuesday, August 11, 2009. A Notice of Public Hearing was published in the Morning Sun on July 8, 2009 advising of the time, place and purpose of the **PUBLIC HEARING**. If, after the **PUBLIC HEARING** has been conducted, the Governing Body elects to proceed it will be necessary for them to adopt a Resolution authorizing the completion of the loan application and the execution and delivery of loan documents to the Kansas Department of Health and Environment. A resolution in this regard has been prepared and is attached for your review.

MEMO TO: JOHN D. VANGORDEN
JULY 7, 2009
PAGE TWO

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

Attachment: Resolution

cc: Tammy Nagel, City Clerk
Project File
Memo File

RESOLUTION NO. 1087

A RESOLUTION AUTHORIZING FILING OF AN APPLICATION WITH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR A LOAN UNDER THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND ACT (K.S.A. 1988 SUPP. 65-3321 THROUGH 65-3329).

WHEREAS, under the terms of the Kansas Water Pollution Control Revolving Fund Act (K.S.A. 1988 Supp. 65-3321 through 65-3329), the State of Kansas has authorized the making of the loans to authorized applicants to aid in the construction of specific public projects,

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

1. That Mayor Rudy Draper be hereby authorized to execute and file an application on behalf the City of Pittsburg with the Kansas Department of Health and Environment for a loan to aid in the construction of the Southeast Lift Station Improvements.
2. That Interim City Manager John D. VanGorden be hereby authorized and directed to furnish such information as may be reasonably requested in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances as may be required by law or regulation, and to receive payment on behalf of the applicant.

ADOPTED AND PASSED by the Governing Body of the City of Pittsburg, Kansas, this 11th day of August, 2009.

MAYOR – Rudy Draper

ATTEST:

CITY CLERK – Tammy Nagel

(SEAL)



To: City Commissioners
From: Pat Clement, Director *Pat*
Pittsburg Public Library
Date: August 5, 2009

Re: Use of library annuity to meet operating and capital needs

When the library building project was completed in late 1999, hairline fractures were noticed in the façade stone on the south building. The architects were unhappy with the quality of the stone but the supplier denied there was a problem. The result was that the contractor's insurance company purchased a deferred annuity that would provide \$405,000 to replace the stone in 2010, if the façade was damaged at that time. That annuity matures December 1, 2009

Fortunately, the cracks are no larger today than they were a decade ago, and the façade is aging well. The Library Board of Trustees is therefore recommending that these funds be set aside for the maintenance and capital needs of the library. Half of the library is one hundred years old, and the entire building is used by an average of 450 people every day. Needless to say "wear and tear" on the facility is causing significant expense.

The library currently pays for all maintenance out of our operating budget. Even before the current economic climate it was quite obvious to library trustees that the library would be facing expensive unfunded maintenance costs in the future. Although, by law, the Board can place up to 10% of our budget into a fund each year to be used for capital expenses, there will be no such operating funds available for capital expenses either this year or in 2010.

Making the funds from the annuity available for maintenance and capital expenditures will allow the Trustees to address problems as they arise so that the facility is not allowed to deteriorate. Currently the carpet is badly worn in places, walls need painting, air conditioning units will need to be replaced soon, and a convenient entrance for the elderly and handicapped is badly needed.

I have discussed this issue with Jon Garrison, and he believes that a separate fund for library maintenance and capital needs is a good idea. He has also recommended that we not spend all of the money that we have currently set aside for capital expenses. He encourages us to use those funds as an operating reserve instead. By placing the annuity in a fund for library expenses, we will relieve the strain on both future capital needs and current operating needs.

Word:Facility/Library Annuity



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: July 28, 2009

SUBJECT: Agenda Item – August 11, 2009
Pittsburg Library East Entry Vestibule

The City received bids for the proposed new east entry vestibule at the Pittsburg Library on July 21, 2009. Four bids were received on this project (see attached bid tab sheet), the lowest base bid being that of Tri-State Building with a bid of \$127,861. This is above the Engineer's Estimate base bid of \$95,849.33. In this regard, the staff is requesting that all bids be rejected.

In reviewing the bids submitted with the contractors, Rick Kuhl of Williams Spurgeon Kuhl and Freshnock has discovered some ways to save costs with alternate work in the drilling of the piers. He also believes that re-writing the scope of services for the electrical work could possibly reduce the cost, therefore, the staff would request permission to revise the plans and specifications providing potential cost saving changes and re-bid the project.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 11, 2009. Action being requested is to reject all bids and revise the plans and specifications to re-bid the project at a later date.

Attachment: Bid Tab Sheet

cc: Tammy Nagel, City Clerk
Project File
Memo File

Bid Tabulation

**Pittsburg Historic Library New East Entry Vestibule
 July 21st, 2009 – 2:00 p.m.
 City Hall Conference Room**

Bidder	Base Bid	Bid. Bond	Alt #1 – Power Door System	UNIT PRICE #1 – Drilled Piers (/LF)	UNIT PRICE #2 – Emergency Generator (/day)	Add #1	TIME – Calendar Days
Decker Construction 1215 East 8 th Street Coffeyville, KS 67337	\$138,900	X	\$11,700	\$25	\$1,990	X	180
Tri-State Building P.O. Box 1416 Pittsburg, KS 66762	\$127,861	X	\$9,000	\$46.50	\$2,500	X	90
Crossland Construction P.O. Box 350 Columbus, KS 66725	\$148,000	X	\$10,500	\$85	\$3,500	X	120
Home Center Construction 420 West Atkinson Pittsburg, KS 66762	\$133,500	X	\$9,950	\$40	\$4,850	X	120
Engineer's Estimate	\$95,849.33		\$14,000	\$100	\$2,400		



Interoffice Memorandum

TO: John VanGorden
Interim City Manager

FROM: Mark Turnbull
Director of Economic Development

DATE: July 29, 2009

SUBJECT: Request Commission Action - Façade Grant
Norman Miller - 309 North Broadway

The Downtown Façade Improvement Committee met July 29, 2009 to consider an application for the Phase II Program.

The grant considered was submitted by Norman Miller, 309 North Broadway. Front footage of the business measured at 25 feet. A maximum allowable grant amount of \$2,500.00 front footage would be available using the approved formula of \$100.00 per front foot. Mr. Miller has requested \$3,229.00 to match a total project cost of \$5729.00 to install bronze metal wall panels, copper panel awnings on first and second elevations, metallic soffit panels and new sign.

Recommendation: Committee recommends funding of \$2,500 with three conditions: the owner completes all work as presented in the application, meets or increases financial contribution toward facility upgrade matching costs and passes fire re-inspection.



Downtown Revitalization Façade Improvement Grant Application

704-
620-231-3178

Date of Application: 071 14 109

Applicant Information

Applicant Name: NORMAN MILLER

Business Name: MID-AMERICA PROPERTIES

Street Address: 1035 N. HWY 69

City: FRONTENAC State: KS Zip: 66763

Building Information

Address of building where work is to be done: 309 N. BROADWAY, PITTSBURG, KS

Name of building owner (if different from above): _____

Building renter(s)/occupants: _____

Financial Information

Total amount of project: \$ 6-7,000 25'

Total grant amount applied for: \$ 2,500

Guidelines:

Match must be 50/50 with City funds, using the following formula:

- Based on \$100 per building front foot
- Extra: for street corner buildings – add up to 25 feet if side has a display window
- Extra: for rear entrances facing a city parking lot – amount based on \$50 per building foot

Owner/Renter Matching Fund Source:

Cash Bank Financing (list bank): _____ Sweat Equity Other: _____

Description of Improvements

Describe the façade improvements (City matching funds can only be used for façade improvements):

New wall + soffit panels

Optional awning, New signage



Downtown Revitalization Façade Improvement Grant Application

Describe how owner/renter funds to match City will be used (exterior improvements will have first priority):

New bldg. front panel system w/sign

Please attach the following:

- Copies of any written estimates for building improvements
- Drawings that show work to be done
- Pictures of building in present condition

Is a building permit required for the project?

yes no ?

If yes, describe: _____

Project Timetable:

Date work is to start:

1 / 1 ASAP

Date work is to be completed:

1 / 1 30 days

Is your building located within 500 feet of the Hotel Stilwell, Colonial Fox Theatre, or Pittsburg Public Library? yes no

If yes, have you received State historical review?

If no, have you inquired about the approval process?

Funds will be paid out once all work has been completed. Invoices or receipts must be furnished for all materials and labor.

New or Expanding Business Information

Will your building improvements create any new jobs?

Yes

If this is a new business, what goods or services are you going to provide?

Expanding our properties company

Additional Incentive Program

The Neighborhood Revitalization Program may provide property tax rebates for improvements over \$10,000. For more information, call Deena Hallacy at 232-1210 or visit the City's website at www.pittks.org.

[Signature]
Applicant Signature

7-16-09
Date

[Signature]
Building Owner Signature

7-16-09
Date

1035 N Hwy 69
Frontenac, KS 66763



Ph# 620-308-6685
Fax 620-308-6689

July 16, 2009

Judy Westhoff
% Chamber of Commerce
Pittsburg, KS 66762

RE: Downtown Façade Improvement Grant for 309 N Broadway Office Front

Estimate as follows:

Materials:

New Building Sign & Installation = 798.00

Sign Total 798.00

Quoted by Petersen Aluminum Co.

Metallic Silver 164 sf @ 1.39 sf = 227.96

Copper Penny 130 sf @ 1.39 sf = 180.70

Dark Bronze 200 sf @ 1.29 sf = 258.00

Metal Total 666.66

Misc. Fasteners & Trim = 665.00

Misc Total 665.00

Labor:

2 men x 45 hrs. x 2 weeks

180 hours @ \$30.00 / hour = 5,400.00

Labor Total 5,400.00

Job Total 6,930.66

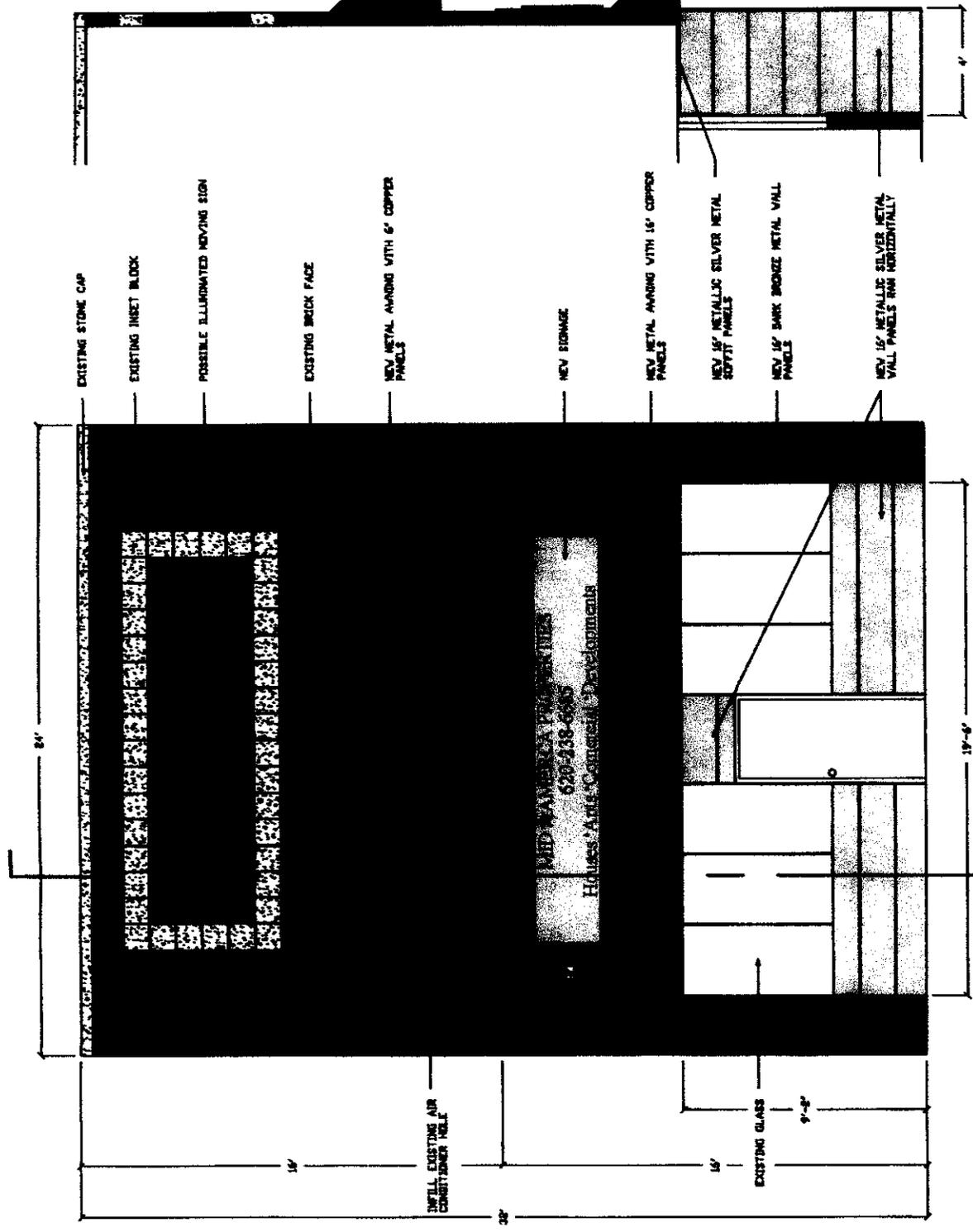
If you have any questions, please feel free to contact me at 620-308-6685.

Thank You,


Mid-America Properties, LLC.
1035 N Highway 69
Frontenac, Kansas 66762

*These Concepts
are an
option,*

PROJECT TITLE AND LOCATION EXTERIOR RENOVATIONS FOR 309 N BROADWAY PITTSBURG KS	DATE 10-21-08
DRAWING NUMBER A1	DRAWN BY N STURCELL
ARCHITECT MID AMERICA ROOFING	



- EXISTING STONE CAP
- EXISTING INSET BLOCK
- POSSIBLE ILLUMINATED MOVING SIGN
- EXISTING BRICK FACE
- NEW METAL AWNING WITH 6" COPPER PANELS
- NEW STORAGE
- NEW METAL AWNING WITH 16" COPPER PANELS
- NEW 16" METALLIC SILVER METAL SOFFIT PANELS
- NEW 16" DARK BRONZE METAL WALL PANELS
- NEW 16" METALLIC SILVER METAL WALL PANELS RUN HORIZONTALLY

SECTION 1
ELEVATION

FRONT ELEVATION
ELEVATION





Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: TODD KENNEMER
Assistant Director of Public Works

DATE: July 30, 2009

SUBJECT: Agenda Item – August 11, 2009
Recommendation of the Planning and Zoning Commission
Request to Rezone the 2700 Block of North Walnut from CP-2
Planned General Commercial to RP-3 Planned Medium Density
Residential

The Planning and Zoning Commission, in its meeting of July 27, 2009, considered a request submitted by Ralph F. Schroeder to rezone the 2700 Block of North Walnut from CP-2 Planned General Commercial to RP-3 Planned Medium Density Residential (see attached map). Mr. Schroeder is requesting the rezoning of this property to allow for the construction of senior apartment units, which will be the final phase of the senior housing development at this location. They are proposing 44 units as this last phase of development.

There was no one present to speak in opposition to the request.

After hearing all the evidence presented, the Planning and Zoning Commission voted unanimously to recommend to the Governing Body **approval** of this request based on the following findings:

1. The character of the neighborhood.

Multi-family residential to the south, vacant to the north and west.
Commercial development to the east fronts on Broadway, the back of this
property adjoins the back of the commercial.

MEMO TO: JOHN D. VANGORDEN
JULY 30, 2009
PAGE TWO

2. The zoning and uses of property nearby.

RP-3 Planned Medium Density Residential to the south and CP-2 Planned General Commercial (vacant) to the north, east and west. Commercial development to the east fronts on Broadway, the back of this property adjoins the back of the commercial properties facing Broadway.

3. The suitability of the subject property for the uses to which is has been restricted.

This property is not really suitable for commercial development in that access is limited to Walnut Street. You must travel through a residential area and through the existing multi-family development to get to it.

4. The length of time the property has remained vacant as zoned.

The property is vacant and undeveloped.

5. The extent to which removal of the restrictions (to rezone to a less restrictive classification) will detrimentally affect nearby property.

No detrimental effect.

6. The relative gain to the public health, safety and welfare (HSW) by the destruction of the value of the property being considered for rezoning as compared to the hardship imposed upon the individual landowner, which may occur if favorable consideration is not given to the request.

No affect on health, safety and welfare and no hardship on land owner regardless if the zoning is changed or not.

7. Recommendation of professional staff.

Approve the request.

8. The conformance of the requested change to the Comprehensive Plan.

This property is not addressed in the future land use map of the Comprehensive Plan. It is shown as vacant land.

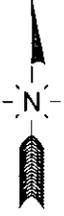
MEMO TO: JOHN D. VANGORDEN
JULY 30, 2009
PAGE THREE

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 11, 2009. Action necessary will be for the Governing Body to consider the recommendation of the Planning and Zoning Commission and, if they are in agreement with the recommendation as provided, approve the request. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a 2/3 majority, may override the recommendation or may return the recommendation to the Planning and Zoning Commission for further consideration. A return of the recommendation must be accompanied with a statement specifying the basis for the Governing Body's returning the recommendation.

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

Attachment: Map

cc: Tammy Nagel, City Clerk
Planning and Zoning Commission File
Memo File



NORTH BROADWAY

R-1B

JOPLIN STREET

29TH STREET

RP-3

29TH ST

CP-2

CP-0

AREA PROPOSED TO
BE REZONED FROM
CP-2 to RP-3

KENNY ST

27TH STREET

RP-3

RP-3

26TH ST. TERRACE

25TH STREET

24TH TERRACE

24TH STREET

23RD STREET

JOPLIN STREET

CP-2

22ND STREET

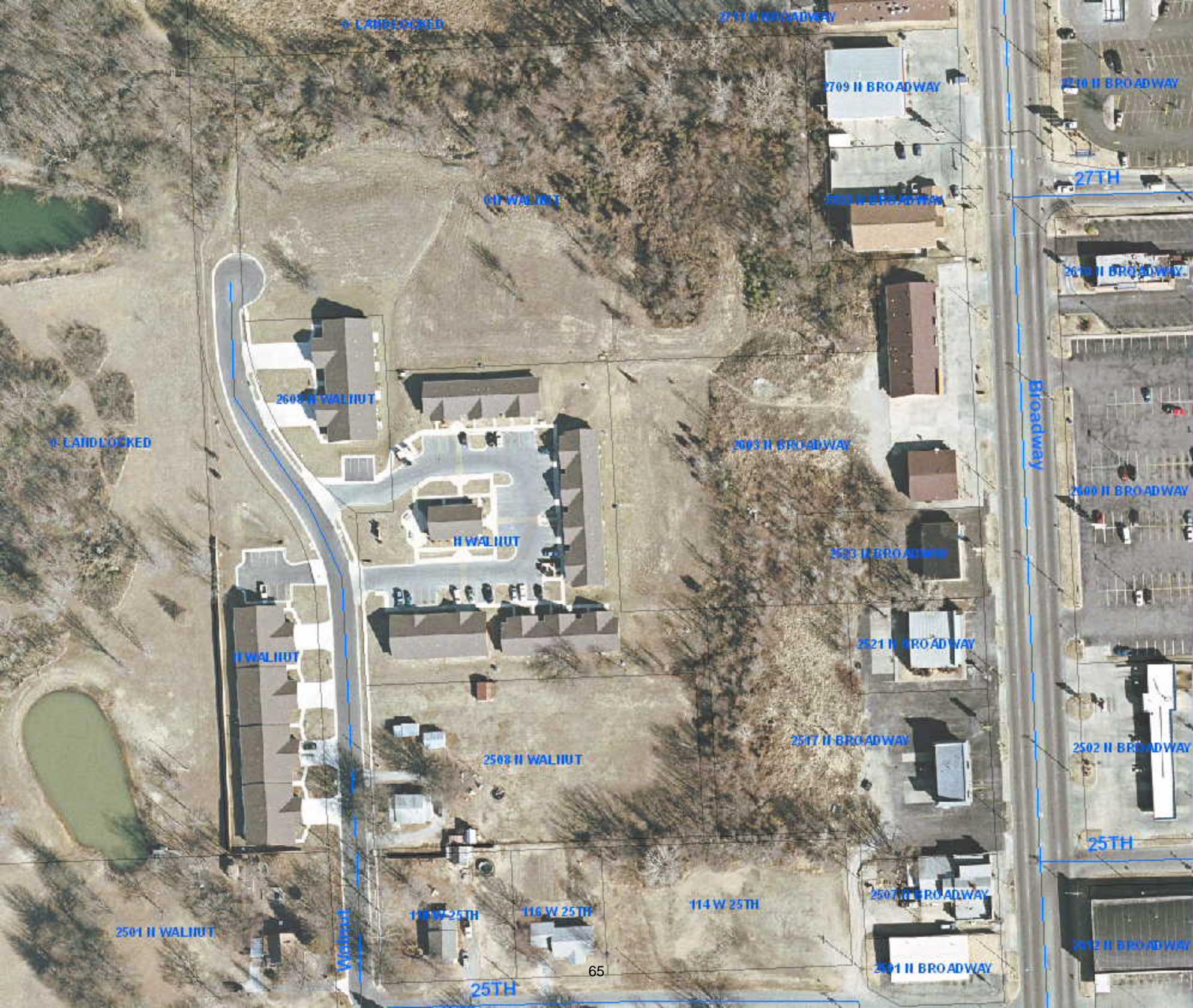
LOCUST STREET

R-1C

21ST STREET

20TH STREET

R



LANDLOCKED

2711 N BROADWAY

2709 N BROADWAY

2710 N BROADWAY

27TH

617 WALNUT

2703 N BROADWAY

2610 N BROADWAY

2608 N WALNUT

2605 N BROADWAY

LANDLOCKED

Broadway

2500 N BROADWAY

118 WALNUT

2523 N BROADWAY

117 WALNUT

2521 N BROADWAY

2517 N BROADWAY

2502 N BROADWAY

2508 N WALNUT

25TH

2507 N BROADWAY

2512 N BROADWAY

2501 N WALNUT

115 W 25TH

116 W 25TH

114 W 25TH

2501 N BROADWAY

65

25TH

RESOLUTION NO. 1088

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF GENERAL OBLIGATION BONDS, SERIES 2009A OF THE CITY OF PITTSBURG, KANSAS, SETTING FORTH THE DETAILS OF SAID SALE; AND PROVIDING FOR THE GIVING OF NOTICE THEREOF.

BE IT RESOLVED by the Governing Body of the City of Pittsburg, Kansas (the "City"):

Section 1. That it is hereby determined to be necessary and, therefore, it is hereby authorized, directed and ordered, that General Obligation Bonds, Series 2009A in the maximum principal amount of One Million Five Hundred Forty-five Thousand Dollars (\$1,545,000), (the "Bonds"), of the City, shall be sold at public sale and in the manner provided by law, on Tuesday, September 15, 2009, at 1:00 p.m. C.D.T. The Bonds shall be dated September 29, 2009.

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

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

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

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

ADOPTED THIS 11th day of August, 2009.

(SEAL)

CITY OF PITTSBURG, KANSAS

ATTEST:

Rudy Draper, Mayor

Tammy Nagel, City Clerk

ORDINANCE NO. S-978

AN ORDINANCE CONSENTING TO THE DELIVERY OF A FIRST SUPPLEMENTAL BOND TRUST INDENTURE IN CONNECTION WITH ITS SPECIAL OBLIGATION TAX INCREMENT REVENUE BONDS (NORTH BROADWAY REDEVELOPMENT–PITTSBURG TOWN CENTER PROJECT), SERIES 2006, IN THE AGGREGATE MAXIMUM PRINCIPAL AMOUNT OF \$6,310,000 OF THE CITY OF PITTSBURG, KANSAS.

WHEREAS, the City of Pittsburg, Kansas (the “City”) is a city of the first class, duly created, organized and existing under the Constitution and laws of the State of Kansas; and

WHEREAS, the governing body of the City has the authority to adopt tax increment financing pursuant to K.S.A. 12-1770 *et seq.*, as amended; and

WHEREAS, on October 28, 2003, the City adopted Ordinance No. S-894 creating a redevelopment district (the “Redevelopment District”); and

WHEREAS, pursuant to such authorization, on December 23, 2003, the governing body of the City adopted Ordinance No. S-896 (the “Authorizing Ordinance”) authorizing the issuance of its Special Obligation Tax Increment Revenue Bonds (North Broadway Redevelopment–Pittsburg Town Center Project), Series 2006, in the aggregate principal amount of \$6,310,000 (the “Bonds”), pursuant to a Bond Trust Indenture dated as of March 1, 2006 (the “Indenture”), between the City and Commerce Bank, N.A., as trustee (the “Trustee”); and

WHEREAS, pursuant to the Authorizing Ordinance, on March 22, 2006, the City issued its Bonds pursuant to the Indenture for the purposes stated above; and

WHEREAS, the City now desires that the Indenture be amended and supplemented by a First Supplemental Bond Trust Indenture as permitted under **Section 1101** of the Indenture in order to amend the application of moneys in the Tax Increment Fund.

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

Section 1. Consent to First Supplemental Bond Trust Indenture. The City is hereby authorized to enter into the First Supplemental Bond Trust Indenture dated the date set forth therein (the “Supplemental Indenture”), between the City and the Trustee, in substantially the form presented to and reviewed by the governing body at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk), with such changes therein as shall be approved by the officers of the City executing such document, such officers’ signatures thereon being conclusive evidence of their approval thereof.

Section 2. Execution of Supplemental Indenture. The Mayor of the City is hereby authorized and directed to execute the Supplemental Indenture and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and

directed to attest to and affix the seal of the City to the Supplemental Indenture and such other documents, certificates and instruments as may be necessary.

Section 3. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Supplemental Indenture.

Section 4. Effective Date. This Ordinance shall become effective upon its passage by the governing body of the City and publication in the official newspaper of the City.

PASSED by the governing body of the City of Pittsburg, Kansas this ____ day of _____, 2009.

Mayor – Rudy Draper

[SEAL]

ATTEST:

City Clerk – Tammy Nagel

INFORMATION STATEMENT

Dated July 29, 2009

**Solicitation of Consents to Amendment of the
Bond Trust Indenture dated as of March 1, 2006
Between the City of Pittsburg, Kansas and Commerce Bank, N.A., Kansas City, Missouri**

Relating to the

**\$6,310,000
CITY OF PITTSBURG, KANSAS
SPECIAL OBLIGATION TAX INCREMENT REVENUE BONDS
(NORTH BROADWAY REDEVELOPMENT-PITTSBURG TOWN CENTER PROJECT)
SERIES 2006**

This Information Statement is delivered in connection with the solicitation of consents to certain amendments to the Bond Trust Indenture dated as of March 1, 2006, by and between the City of Pittsburg, Kansas and Commerce Bank, N.A., Kansas City, Missouri, as bond trustee, as further described herein. The consent of all registered owners of the above-referenced bonds, issued in the original principal amount of \$6,310,000, and outstanding in the principal amount of \$5,780,000 (the “Bonds”), is required to approve each of the proposed amendments.

This Solicitation will expire at 3:00 p.m., Kansas City time, on August 31, 2009, or such later date to which the Solicitation is extended, as described in this Information Statement (the “Deadline Date”). Notwithstanding anything to the contrary set forth in this Information Statement, the City reserves the right to extend, amend or terminate the Solicitation at any time prior to the Deadline Date.

This Information Statement should be read together with the Official Statement dated March 3, 2006, relating to the Bonds, a copy of which may be obtained as described herein under “**AVAILABLE INFORMATION.**” To the extent that information contained in this Information Statement conflicts with the information in the Official Statement, this Information Statement governs. Unless otherwise defined in this Information Statement, capitalized terms used herein have the same meanings as those terms in the Official Statement.

**READ THIS INFORMATION STATEMENT CAREFULLY BEFORE FILLING
OUT ANY FORMS OR TAKING OTHER ACTION**

This Solicitation will expire at 3:00 p.m., Kansas City time, on August 31, 2009, or such later date to which the Solicitation is extended as described in this Information Statement. The City reserves the right to extend, amend or terminate the Solicitation at any time prior to the Deadline Date.

This Information Statement does not constitute a solicitation of a consent in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make the solicitation under applicable securities or blue sky laws. The City is not aware of any jurisdiction in which the making of the Solicitation is not in compliance with applicable law.

The delivery of this Information Statement will not under any circumstances create any implication that the information contained in this Information Statement is correct as of any time subsequent to the date hereof or that there has been no change in that information or the affairs of the City, the Transportation Development District or the Incremental Tax Revenues since the date hereof.

Nothing contained herein authorizes you or any other person to act on behalf of, or as the agent of, the City, the Developer or any affiliate of either of them, or authorizes you or any other person to use any document or to make any statement on behalf of any of them in connection with the solicitation of consents other than the enclosed documents and the statements contained herein and therein.

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INTRODUCTION

Purpose of the Solicitation

The purpose of this Information Statement is to provide certain information concerning the solicitation (the “Solicitation”) by the City of Pittsburg, Kansas (the “City”) of the consents of the registered owners of all outstanding Bonds issued pursuant to the Bond Trust Indenture (the “Indenture”) dated as of March 1, 2006, between the City and Commerce Bank, N.A., Kansas City, Missouri, as bond trustee (the “Trustee”) to the proposed amendments to the Indenture (the “Amendments”).

The Amendments to the Indenture will be included in a First Supplemental Bond Trust Indenture between the City and the Trustee (the “Supplemental Indenture”), which will be executed and become effective upon receipt of the consent of the registered owners of 100% in principal amount of the outstanding Bonds as of July 29, 2009 (the “Consent Record Date”), and receipt by the Trustee of an Opinion of Bond Counsel as contemplated by the Indenture.

The City is recommending a vote in favor of the Amendments.

Amendments to the Indenture

The Amendments, as further described herein, would modify **Sections 301(c)** and **502(e)** of the Indenture to provide that the Bonds are subject to special mandatory redemption by the Trustee from amounts on deposit in the Redemption Account of the Debt Service Fund only on the April 1 Interest Payment Date and not on each of the April 1 and October 1 Interest Payment Dates.

The Amendments would also provide that a portion of the Incremental Tax Revenues would be used by the City to pay the costs of this consent solicitation and documentation of the Amendments in an amount not to exceed \$20,000.

For additional information regarding each amendment, see **“THE AMENDMENTS.”**

Solicitation and Consent Process

The City will not pay any consideration to any registered or beneficial owner of the Bonds for the giving of any consent.

Consents may be given or withheld by mailing to the Trustee the paper ballot included with this Information Statement for receipt by the Trustee on or before the Deadline Date, as follows:

Commerce Bank, N.A.
922 Walnut Street
Kansas City, Missouri 64106
(816) 234-2000

Consents will not be effective unless completed in accordance with the instructions set forth therein and received by the Trustee no later than 3:00 p.m., Kansas City time, on the Deadline Date, unless the Deadline Date is extended. For instructions regarding the procedures for submission of consents, see **“THE SOLICITATION.”**

Any beneficial owner of a Bond that desires to instruct a broker-dealer, bank, trust company or other nominee to submit a consent on behalf of such beneficial owner should do so in ample time to permit such firm to submit the consent to the Trustee on a timely basis.

BACKGROUND

The Bonds are special, limited obligations of the City, payable solely from the Tax Increment Fund received by the City. Based on the initial projections for the Redevelopment District, the City expected to have sufficient Excess Incremental Tax Revenues on each Interest Payment Date to support a special mandatory redemption by the Trustee on each Interest Payment Date. As of April 1, 2009, the Trustee had redeemed \$165,000 principal amount of Bonds pursuant to the special mandatory redemption provisions of the Indenture.

To date, the City has not received Incremental Tax Revenues at the level projected by the study undertaken at the time the Bonds were issued and included in the Official Statement dated March 3, 2006, relating to the Bonds (the "Official Statement"). The City believes that the lower than projected Incremental Tax Revenues to date is due primarily to the (i) lease up of the Pittsburg Town Center occurring at a slower rate than originally expected, (ii) actual retail sales being lower than originally expected, due, in part, to the overall weakness in the consumer retail market and (iii) the bankruptcy and subsequent lease termination of Goody's Family Clothing, Inc. for 25,000 square feet. Actual Property Tax Revenues and Sales Tax Revenue received by the City are reported annually to certain information repositories as described in "**AVAILABLE INFORMATION.**"

The current Indenture provisions that require special mandatory redemption on each Interest Payment Date have raised significant cash flow issues for the payment of debt service on the Bonds at a time when Incremental Tax Revenues are already below expectations. The Debt Service Reserve Fund was drawn upon to make the April 1, 2008 and April 1, 2009, debt service payments on the Bonds. Based on current and historical Incremental Tax Revenues, it is anticipated that depleting the Redemption Account of the Debt Service Fund on each October 1 Interest Payment Date will result in a shortfall in the amount available in the Debt Service Fund required to pay future scheduled principal and interest payments on the April 1 Interest Payment Dates. Neither the City nor the Developer is under any obligation to replenish the Debt Service Reserve Fund to the Debt Service Reserve Requirement following a draw thereon.

If the Amendments are approved, the Bondowners will have a greater likelihood of being paid in full the scheduled principal and interest on the Bonds, as amended, and there is less likelihood that the Trustee will be required to draw on the Debt Service Reserve Fund in order to make such payments. Approval of the Amendments does not guarantee, however, that there will be sufficient future Incremental Tax Revenues to pay in full the scheduled principal and interest payments on the Bonds when due, or that the Trustee will not be required to draw on the Debt Service Reserve Fund in order to make such payments. If the Amendments are not approved, the special mandatory redemption provision are expected to result in future draws on the Debt Service Reserve Fund beginning on October 1, 2009.

THE BONDS

Certain terms and provisions of the Bonds are summarized in the Official Statement. To date, there have not been any amendments to the Indenture or the Ordinance authorizing the issuance of the Bonds that affect the terms and provisions as originally described in the Official Statement. Reference is made to the Bonds and the entire text of the Indenture for a full and complete description of the Bonds.

THE REDEVELOPMENT DISTRICT

On October 28, 2003, the governing body of the City adopted an ordinance establishing the Redevelopment District, and on December 23, 2003, adopted a redevelopment plan for the Redevelopment District. The Redevelopment District covers approximately 28 acres and was intended to redevelop a blighted area into approximately 175,000 square foot commercial shopping center and outparcels known as Pittsburg Town Center. The Redevelopment District is located on the northwest corner of 29th Street and North Broadway in the City.

Pursuant to the Indenture, the City has pledged 100% of the moneys held in the Tax Increment Fund received by the City to the payment of the principal of, premium, if any, and interest on the Bonds. Reference is made to the entire text of the Indenture for a full and complete description of the covenants of the City relating to security for the Bonds.

INCREMENTAL TAX REVENUES

The revenues of the Tax Increment Fund received by the City, which have been pledged by the City to the payment of the Bonds, are derived the incremental increase in ad valorem tax revenues, the City's one-half cent unrestricted general sales tax revenues and the City's share of Crawford County's one cent unrestricted general sales tax revenues from the Redevelopment District. For additional information, see "**THE BONDS – Security for the Bonds,**" "**Ad Valorem Taxes,**" and "**Sales Taxes**" in the Official Statement.

THE AMENDMENTS

Summary

The effectiveness of each amendment to the Indenture set forth in the Supplemental Indenture requires the consent of the registered owners of 100% in principal amount of the outstanding Bonds. The Supplemental Indenture will be provided to any owner of the Bonds or other person upon request directed to the Trustee at the address and telephone number listed under "**AVAILABLE INFORMATION.**"

Set forth below is a brief summary of the Amendments.

This summary and the references to the Indenture and the Supplemental Indenture are qualified in their entirety by reference to the full text of the Indenture and the Supplemental Indenture, copies of which are available from the Trustee. Capitalized words used below that are not otherwise defined have the meaning given to such terms in the Indenture.

Currently, the Bonds are subject to special mandatory redemption by the Trustee on any Interest Payment Date, at the redemption price of 100% of the principal amount being redeemed, together with interest thereon to the date fixed for redemption, in an amount equal to the amount which is on deposit in the Redemption Account of the Debt Service Fund 45 days prior to each Interest Payment Date. The amount on deposit in the Redemption Account equals all money held in the Tax Increment Fund, less the amount required to pay the next scheduled principal and interest payment, and any amounts required to be credited to the Rebate Fund, paid to the Trustee for any fees or expenses owed, and required to replenish any deficiency in the Debt Service Reserve Fund.

The Amendments would modify **Sections 301(c)** and **502(e)** of the Indenture to provide that the Bonds are subject to special mandatory redemption by the Trustee from amounts on deposit in the Redemption Account of the Debt Service Fund 45 days prior to the April 1 Interest Payment Date only and not prior to each April 1 and October 1 Interest Payment Date. Excess Incremental Tax Revenues remaining after the October 1 Interest Payment Date would continue to be held in the Debt Service Fund pending application of the funds, including any special mandatory redemption, on the April 1 Interest Payment Date.

Notwithstanding the provisions of **Section 502** of the Indenture, the Supplemental Indenture would also allow the City to pay from Incremental Tax Revenues (prior to transferring such funds to the Trustee) the fees and expenses of the City in connection with this consent solicitation and the Supplemental Indenture in an amount not to exceed \$20,000.

Purpose of the Amendments

Based on current and historical Incremental Tax Revenues, it is anticipated that depleting the Redemption Account of the Debt Service Fund on each October 1 Interest Payment Date will result in a shortfall in the amount available in the Debt Service Fund required to pay future scheduled principal and interest payments on the April 1 Interest Payment Date. If the Amendments are not approved, the special mandatory redemption provision are expected to result in draws on the Debt Service Reserve Fund beginning on October 1, 2009.

THE SOLICITATION

General

Subject to satisfaction of certain conditions (see **“Conditions of the Solicitation”** below), following the receipt by the Trustee of the Requisite Consents (as defined below) with respect to the Amendments, and delivery by Bond Counsel of the opinion contemplated by the Indenture, the Amendments will become effective. Thereafter, all current and subsequent owners of the Bonds will be bound by the Amendments. If the Solicitation is terminated for any reason before the filing with the Trustee of Requisite Consents, the proposed Amendments will not become effective.

Requisite Consent

Pursuant to the Indenture, the effectiveness of the Amendments is subject to the receipt by the Trustee of the written consents thereto of the registered holders of 100% in principal amount of the outstanding Bonds on the Consent Record Date (the **“Requisite Consents”**), and satisfaction of the other conditions set forth in the Indenture (see **“Conditions of the Solicitation”**).

Failure to Vote

An abstention or failure to vote by not sending in a ballot is the equivalent of a **“NO”** vote on the Amendments. If a ballot is submitted but does not cast a vote on the Amendments, that ballot will be treated as a consent in favor of the unmarked Amendments.

Timing and Mechanics of Consent

Consents may be given or withheld by mailing the paper ballot included with this Information Statement. Consents will not be effective unless completed in accordance with the instructions set forth therein and received by the Trustee at Commerce Bank, N.A., 922 Walnut Street, Kansas City, Missouri 64106 no later than 3:00 p.m. Kansas City time, on August 31, 2009, unless this Deadline Date is extended.

Beneficial Owners. Any beneficial owner that desires to instruct a broker-dealer, bank, trust company or other nominee to submit a consent on behalf of such beneficial owner should do so in ample time to permit such firm to submit consent to the Trustee on a timely basis.

Nominees. Brokers, banks, trust companies and other nominees should execute a MASTER Consent summarizing the consents of all of their clients. This Master Consent must be sent before the Deadline Date to the Trustee at the address set forth above.

Subject to the right of revocation described under “**Revocation of Consent,**” a consent is a continuing consent, notwithstanding the fact that registered or beneficial ownership of a Bond is transferred after the date of that consent. Any consent will be binding upon the holder giving the consent (or through whose authority the consent was given) and upon any subsequent holder of the Bond and any Bond issued in exchange therefore (whether or not the subsequent holder has notice thereof) unless the consent is revoked in writing by the registered owner of the Bonds giving the consent by filing a revocation with the Trustee prior to the Deadline Date.

Deadline Date; Extension

The term “Deadline Date” means 3:00 p.m. Kansas City time, on August 31, 2009, unless the City, in its sole discretion, extends the period during which the Solicitation is open for the Amendments, in which event, “Deadline Date” means the latest date to which the Solicitation is extended for such Amendments. The City reserves the right to extend the Solicitation for the Amendments at any time and from time to time, by giving oral (confirmed in writing) or written notice to the Trustee no later than 5:00 p.m., Kansas City time, on or before the business day after the previously announced Deadline Date. Any extension will be followed as promptly as practicable by notice thereof by press release or other public announcement (or by written notice to the registered owners of the Bonds). Such announcement or notice may state that the City is extending the Solicitation for the Amendments for a specific period of time or on a daily basis until 3:00 p.m., Kansas City time, on the date on which the Requisite Consents have been received.

The City expressly reserves the right for any reason (i) to terminate the Solicitation at any time prior to the date on which the Requisite Consents have been received by giving oral (confirmed in writing) or written notice of the termination to the Trustee, and (ii) not to extend the Solicitation beyond the Deadline Date. Any such action by the City will be followed as promptly as practicable by notice thereof by press release or other public announcement (or by written notice to the owners of the Bonds).

Revocation of Consent

A person who has executed and delivered a valid consent with respect to the Amendments may at any time prior to 3:00 on the Deadline Date, revoke the consent provided that the person is still the registered owner of, or a DTC Participant that executed the consent with respect to, the Bonds as to which the revocation is applicable at the time the revocation is given.

In the case of a consent executed by a person that holds Bonds registered in the name of DTC or its nominee, the consent may be revoked only upon the instruction of the beneficial owner on whose

instruction the consent was given, and may not be revoked upon the instruction of a subsequent beneficial owner of the same interest in the Bonds with respect to which the consent was given or any other person.

To be valid, any revocation with respect to the Amendments must (i) indicate the CUSIP number for the Bonds to which the revocation relates and the principal amount of the Bonds subject to the revocation, and (ii) be delivered to the Trustee prior to 3:00 on the Deadline Date.

Conditions of the Solicitation

At any time after the Requisite Consents with respect to the Amendments are filed with the Trustee and the requisite Bond Counsel opinion is delivered, the Trustee will make and file with the City a written statement that there have been filed with the Trustee the consents of all of the registered owners of the Bonds. The Trustee's statement will be conclusive that the consents have been so filed. At any time thereafter, notice stating in substance that the Supplemental Indenture containing the Amendments has been consented to by all the registered owners of the Bonds, and will be effective as provided in Section 1102 of the Indenture, may be mailed to owners of the Bonds (but failure to mail the notice will not prevent the Amendments from becoming effective and binding). Upon receipt of the Requisite Consents and the Bond Counsel opinion, the Supplemental Indenture containing the Amendments will become effective.

Please be aware that if the City receives Requisite Consents prior to the Deadline Date it presently intends to take all necessary steps to cause the Amendments to become effective as soon as it is advised that the Requisite Consents have been obtained.

TAX STATUS OF THE BONDS

It is anticipated that an opinion of counsel will be delivered in connection with the Amendments stating that the Amendments are authorized under the Indenture and will not have an adverse effect on the exclusion of interest on the Bonds from gross income for federal income tax purposes.

EXPENSES OF SOLICITATION

All expenses relating to the Solicitation and documentation of the Amendments, which is estimated to be approximately \$20,000, will be paid from Incremental Tax Revenues as described in **"THE AMENDMENTS."**

AVAILABLE INFORMATION

The Trustee will provide without charge and upon request to any person to whom a copy of this Information Statement has been delivered, or to any other person, a copy of any or all of the following documents:

- Official Statement, dated as of March 3, 2006, which includes a Bondowners' Risks section setting forth certain risks relating to the purchase and ownership of the Bonds. Certain risks described in the Official Statement have been realized. The risks set forth in the Official Statement should not be considered a complete description of all risks associated with owning the Bonds or consenting to the Amendments. Additionally, there can be no assurance that the risks that have been realized to date are the only risks that will be realized or that the conditions relating to the risks that have been realized will not deteriorate in a material way.
- Annual Reports regarding the historic collection of Property Tax Revenues and Sales Tax Revenue submitted on behalf of the City to the repositories.
- An Event Notice dated June 23, 2008, filed by the City with the Trustee and submitted to the repositories.

Requests for copies of documents should be directed to the Trustee as follows:

Commerce Bank, N.A.
922 Walnut Street
Kansas City, Missouri 64106
(816) 234-2000

* * * * *

Draft: July 20, 2009

**FIRST SUPPLEMENTAL
BOND TRUST INDENTURE**

Dated as of July 1, 2009

Between

CITY OF PITTSBURG, KANSAS

And

**COMMERCE BANK, N.A.
as Trustee**

Relating to:

**\$6,310,000
SPECIAL OBLIGATION TAX INCREMENT REVENUE BONDS
(NORTH BROADWAY REDEVELOPMENT-PITTSBURG TOWN CENTER PROJECT)
SERIES 2006**

**FIRST SUPPLEMENTAL
BOND TRUST INDENTURE**

THIS FIRST SUPPLEMENTAL BOND TRUST INDENTURE (the “Supplemental Indenture”), entered into as of July 1, 2009, between the **CITY OF PITTSBURG, KANSAS**, a municipal corporation of the State of Kansas (the “City”) and **COMMERCE BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America, as trustee (the “Trustee”), supplements and amends a Bond Trust Indenture dated as of March 1, 2006 (the “Original Indenture”), between the City and the Trustee.

RECITALS

1. The City is a municipal corporation and a first class city organized and existing under the constitution and laws of the State of Kansas.

2. The City has the authority to adopt tax increment financing pursuant to K.S.A. 12-1770 *et seq.*, as amended.

3. On October 28, 2003, the City adopted Ordinance No. S-894 creating a redevelopment district (the “Redevelopment District”).

4. Pursuant to such authorization, Ordinance No. S-896 passed and approved on December 23, 2003, by the governing body of the City, and the Original Indenture, the City issued its Special Obligation Tax Increment Revenue Bonds (North Broadway Redevelopment-Pittsburg Town Center Project), Series 2006, in the aggregate principal amount of \$6,310,000 (the “Bonds”).

5. The City now desires that the Original Indenture be amended and supplemented by this Supplemental Indenture as permitted under **Section 1102** of the Original Indenture in order to amend the application of moneys in the Tax Increment Fund.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Supplemental Indenture, the City and the Trustee represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. Words and terms used in this Supplemental Indenture and not otherwise defined herein shall, except as otherwise stated, have the meanings assigned to them in the Original Indenture.

ARTICLE II

AMENDMENT TO ORIGINAL INDENTURE

Section 201. Amendment to Section 301(c) of the Original Indenture. Section 301(c) of the Original Indenture is amended by deleting **Section 301(c)** and inserting in lieu thereof the following new **Section 301(c)**:

(c) *Special Mandatory Redemption.* The Bonds are subject to special mandatory redemption by the Trustee on each April 1, commencing April 1, 2007, at the redemption price of 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to the amount which is on deposit in the Redemption Account of the Debt Service Fund (in excess of \$5,000 and such account containing all Excess Incremental Tax Revenues) 45 days prior to each April 1 (or if such date is not a Business Day, the immediately preceding Business Day). Selection of maturities and the amount of Bonds of each maturity to be redeemed will be pro rata among the Term Bonds. The Bonds are also subject to special mandatory redemption by the City, in whole but not in part, on any date in the event that moneys in the accounts of the Debt Service Fund and the Debt Service Reserve Fund are sufficient to redeem all of the Bonds at a redemption price of 100% of the Bonds outstanding, together with accrued interest thereon to the date fixed for redemption.

Section 202. Amendment to Section 502(e) of the Original Indenture. Section 502(e) of the Original Indenture is amended by deleting **Section 502(e)** and inserting in lieu thereof the following new **Section 502(e)**:

(e) *Excess Incremental Tax Revenues.* All amounts after the application above shall be Excess Incremental Tax Revenues and shall be deposited by the Trustee in the Redemption Account of the Debt Service Fund. The Trustee shall give written notice of the amount of such Excess Incremental Tax Revenues to the City and the Purchaser in the form of their monthly statements. The Trustee shall then call for Special Mandatory Redemption pursuant to the Indenture on the following April 1 the principal amount of Bonds in the principal amount of \$5,000 or any integral multiple in excess thereof that can be redeemed based upon the Excess Incremental Tax Revenues.

Section 203. Payment of Fees and Expenses Related to this Supplemental Indenture. Notwithstanding the provisions of **Section 502** of the Original Indenture, the City is authorized and directed to pay from Incremental Tax Revenues (prior to transferring such funds to the Trustee) the fees and expenses incurred by the City in connection with this Supplemental Indenture in an amount not to exceed \$20,000.

ARTICLE III

MISCELLANEOUS PROVISIONS

Section 301. Severability. If any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 302. Execution in Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 303. Governing Law. This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the City and the Trustee have caused this Supplemental Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, by their duly authorized officers, all as of the day and year first above written.

CITY OF PITTSBURG, KANSAS

By: _____
Mayor

[SEAL]

ATTEST:

City Clerk

COMMERCE BANK, N.A.,
as Trustee

By: _____
Name:
Title:

[SEAL]

ATTEST:

Name:
Title:

DEVELOPER CONSENT

In accordance with Section 1106 of the Original Indenture, the Developer hereby consents to this Supplemental Indenture.

PITTSBURG PARTNERS, L.L.C.,
a Kansas limited liability company

By: _____
Printed Name: _____
Printed Title: _____
Title: Assistant Vice President

ORDINANCE NO. S-979

AN ORDINANCE APPROVING A FIRST SUPPLEMENTAL BOND TRUST INDENTURE IN CONNECTION WITH ITS TRANSPORTATION DEVELOPMENT DISTRICT SALES TAX REVENUE BONDS (NORTH BROADWAY-PITTSBURG TOWN CENTER PROJECT), SERIES 2006, IN THE AGGREGATE MAXIMUM PRINCIPAL AMOUNT OF \$1,395,000 OF THE CITY OF PITTSBURG, KANSAS.

WHEREAS, the City of Pittsburg, Kansas (the “City”) is a city of the first class, duly created, organized and existing under the Constitution and laws of the State of Kansas; and

WHEREAS, the governing body of the City has the authority to adopt transportation development district financing pursuant to the Kansas Transportation Development District Act, constituting sections K.S.A. 12-17,140 *et seq.*, as amended, (the “Act”); and

WHEREAS, on August 10, 2004, the governing body of the City adopted Ordinance No. S-907 creating a transportation development district and imposing a transportation district sales tax in the amount of 0.30% (the “TDD Sales Tax”) for the purpose of financing certain street and road improvements for the Pittsburg Center; and

WHEREAS, pursuant to such authorization, on February 14, 2006, the governing body of the City adopted Ordinance No. S-928 (the “Authorizing Ordinance”) authorizing the issuance of its Transportation Development District Sales Tax Revenue Bonds (North Broadway-Pittsburg Town Center Project), Series 2006, in the aggregate principal amount of \$1,395,000 (the “Bonds”), pursuant to a Bond Trust Indenture dated as of March 1, 2006 (the “Indenture”), between the City and Commerce Bank, N.A., as trustee (the “Trustee”); and

WHEREAS, pursuant to the Authorizing Ordinance, on March 22, 2006, the City issued its Bonds pursuant to the Indenture for the purposes stated above; and

WHEREAS, the City now desires that the Indenture be amended and supplemented by a First Supplemental Bond Trust Indenture as permitted under **Section 1101** of the Indenture in order to amend the application of moneys in the TDD Sales Tax Revenue Fund.

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

Section 1. Approval of First Supplemental Bond Trust Indenture. The City is hereby authorized to enter into the First Supplemental Bond Trust Indenture dated the date set forth therein (the “Supplemental Indenture”), between the City and the Trustee, in substantially the form presented to and reviewed by the governing body at this meeting (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk), with such changes therein as shall be approved by the officers of the City executing such document, such officers’ signatures thereon being conclusive evidence of their approval thereof. The approval of the Supplemental Indenture is conditioned upon receipt of the consent of 100% of the owners of the Bonds.

Section 2. Execution of Supplemental Indenture. The Mayor of the City is hereby authorized and directed to execute the Supplemental Indenture and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Supplemental Indenture and such other documents, certificates and instruments as may be necessary.

Section 3. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Supplemental Indenture.

Section 4. Effective Date. This Ordinance shall become effective upon its passage by the governing body of the City and publication in the official newspaper of the City.

PASSED by the governing body of the City of Pittsburg, Kansas this ____ day of _____, 2009.

Mayor – Rudy Draper

[SEAL]

ATTEST:

City Clerk – Tammy Nagel

INFORMATION STATEMENT

Dated July 29, 2009

**Solicitation of Consents to Amendment of the
Bond Trust Indenture dated as of March 1, 2006
Between the City of Pittsburg, Kansas and Commerce Bank, N.A., Kansas City, Missouri**

Relating to the

**\$1,395,000
CITY OF PITTSBURG, KANSAS
TRANSPORTATION DEVELOPMENT DISTRICT SALES TAX REVENUE BONDS
(NORTH BROADWAY-PITTSBURG TOWN CENTER PROJECT)
SERIES 2006**

This Information Statement is delivered in connection with the solicitation of consents to certain amendments to the Bond Trust Indenture dated as of March 1, 2006, by and between the City of Pittsburg, Kansas and Commerce Bank, N.A., Kansas City, Missouri, as bond trustee, as further described herein. The consent of all registered owners of the above-referenced bonds, issued in the original principal amount of \$1,395,000, and outstanding in the principal amount of \$1,340,000 (the “Bonds”), is required to approve each of the proposed amendments.

This Solicitation will expire at 3:00 p.m., Kansas City time, on August 31, 2009, or such later date to which the Solicitation is extended, as described in this Information Statement (the “Deadline Date”). Notwithstanding anything to the contrary set forth in this Information Statement, the City reserves the right to extend, amend or terminate the Solicitation at any time prior to the Deadline Date.

This Information Statement should be read together with the Official Statement dated March 3, 2006, relating to the Bonds, a copy of which may be obtained as described herein under “**AVAILABLE INFORMATION.**” To the extent that information contained in this Information Statement conflicts with the information in the Official Statement, this Information Statement governs. Unless otherwise defined in this Information Statement, capitalized terms used herein have the same meanings as those terms in the Official Statement.

**READ THIS INFORMATION STATEMENT CAREFULLY BEFORE FILLING
OUT ANY FORMS OR TAKING OTHER ACTION**

This Solicitation will expire at 3:00 p.m., Kansas City time, on August 31, 2009, or such later date to which the Solicitation is extended as described in this Information Statement. The City reserves the right to extend, amend or terminate the Solicitation at any time prior to the Deadline Date.

This Information Statement does not constitute a solicitation of a consent in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make the solicitation under applicable securities or blue sky laws. The City is not aware of any jurisdiction in which the making of the Solicitation is not in compliance with applicable law.

The delivery of this Information Statement will not under any circumstances create any implication that the information contained in this Information Statement is correct as of any time subsequent to the date hereof or that there has been no change in that information or the affairs of the City, the Transportation Development District or the TDD Sales Tax Revenues since the date hereof.

Nothing contained herein authorizes you or any other person to act on behalf of, or as the agent of, the City, the Developer or any affiliate of either of them, or authorizes you or any other person to use any document or to make any statement on behalf of any of them in connection with the solicitation of consents other than the enclosed documents and the statements contained herein and therein.

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INTRODUCTION

Purpose of the Solicitation

The purpose of this Information Statement is to provide certain information concerning the solicitation (the “Solicitation”) by the City of Pittsburg, Kansas (the “City”) of the consents of the registered owners of all outstanding Bonds issued pursuant to the Bond Trust Indenture (the “Indenture”) dated as of March 1, 2006, between the City and Commerce Bank, N.A., Kansas City, Missouri, as bond trustee (the “Trustee”) to the proposed amendments to the Indenture (the “Amendments”).

The Amendments to the Indenture will be included in a First Supplemental Bond Trust Indenture between the City and the Trustee (the “Supplemental Indenture”), which will be executed and become effective upon receipt of the consent of the registered owners of 100% in principal amount of the outstanding Bonds as of July 29, 2009 (the “Consent Record Date”), and receipt by the Trustee of an Opinion of Bond Counsel as contemplated by the Indenture.

The City is recommending a vote in favor of the Amendments.

Amendments to the Indenture

The Amendments, as further described herein, would modify **Sections 301(d)** and **502(e)** of the Indenture to provide that the Bonds are subject to special mandatory redemption by the Trustee from amounts on deposit in the Redemption Account of the Debt Service Fund only on the April 1 Interest Payment Date and not on each of the April 1 and October 1 Interest Payment Dates.

The Amendments would also provide that a portion of the TDD Sales Tax Revenues would be used by the City to pay the costs of this consent solicitation and documentation of the Amendments in an amount not to exceed \$20,000.

For additional information regarding each amendment, see **“THE AMENDMENTS.”**

Solicitation and Consent Process

The City will not pay any consideration to any registered or beneficial owner of the Bonds for the giving of any consent.

Consents may be given or withheld by mailing to the Trustee the paper ballot included with this Information Statement for receipt by the Trustee on or before the Deadline Date, as follows:

Commerce Bank, N.A.
922 Walnut Street
Kansas City, Missouri 64106
(816) 234-2000

Consents will not be effective unless completed in accordance with the instructions set forth therein and received by the Trustee no later than 3:00 p.m., Kansas City time, on the Deadline Date, unless the Deadline Date is extended. For instructions regarding the procedures for submission of consents, see **“THE SOLICITATION.”**

Any beneficial owner of a Bond that desires to instruct a broker-dealer, bank, trust company or other nominee to submit a consent on behalf of such beneficial owner should do so in ample time to permit such firm to submit the consent to the Trustee on a timely basis.

BACKGROUND

The Bonds are special, limited obligations of the City, payable solely from TDD Sales Tax Revenues. Based on the initial projections for the Transportation Development District, the City expected to have sufficient Excess TDD Sales Tax Revenues on each Interest Payment Date to support a special mandatory redemption by the Trustee on each Interest Payment Date. As of April 1, 2009, the Trustee had not redeemed any Bonds pursuant to the special mandatory redemption provisions of the Indenture.

To date, the City has not received TDD Sales Tax Revenues at the level projected by the study undertaken at the time the Bonds were issued and included in the Official Statement dated March 3, 2006, relating to the Bonds (the "Official Statement"). The City believes that the lower than projected TDD Sales Tax Revenues to date is due primarily to the (i) lease up of the Pittsburg Town Center occurring at a slower rate than originally expected, (ii) actual retail sales being lower than originally expected, due, in part, to the overall weakness in the consumer retail market and (iii) the bankruptcy and subsequent lease termination of Goody's Family Clothing, Inc. for 25,000 square feet. Actual TDD Sales Tax Revenues received by the City are reported annually to certain information repositories as described in **"AVAILABLE INFORMATION."**

The current Indenture provisions that require special mandatory redemption on each Interest Payment Date have raised significant cash flow issues for the payment of debt service on the Bonds at a time when TDD Sales Tax Revenues are already below expectations. IF future TDD Sales Tax Revenues increase above historical levels, it is anticipated that depleting the Redemption Account of the Debt Service Fund on each October 1 Interest Payment Date will result in a shortfall in the amount available in the Debt Service Fund required to pay future scheduled principal and interest payments on the April 1 Interest Payment Dates. If TDD Sales Tax Revenue collections continue at the current levels, the Trustee will be required to draw on the Debt Service Reserve Fund in order to make the scheduled principal and interest payments on the Bonds. While the City, subject to annual appropriation by the City Commission, has agreed to replenish the Debt Service Reserve Fund to the Debt Service Reserve Requirement from general revenues of the City in the event the Debt Service Reserve Fund is drawn upon, there can be no assurance that such appropriation can or will be made. The Developer is not under any obligation to replenish the Debt Service Reserve Fund.

If the Amendments are approved, the Bondowners will have a greater likelihood of being paid in full the scheduled principal and interest on the Bonds, as amended, and there is less likelihood that the Trustee will be required to draw on the Debt Service Reserve Fund in order to make such payments. Approval of the Amendments does not guarantee, however, that there will be sufficient future TDD Sales Tax Revenues to pay in full the scheduled principal and interest payments on the Bonds when due, or that the Trustee will not be required to draw on the Debt Service Reserve Fund in order to make such payments.

THE BONDS

Certain terms and provisions of the Bonds are summarized in the Official Statement. To date, there have not been any amendments to the Indenture or the Ordinance authorizing the issuance of the Bonds that affect the terms and provisions as originally described in the Official Statement. Reference is made to the Bonds and the entire text of the Indenture for a full and complete description of the Bonds.

THE TRANSPORTATION DEVELOPMENT DISTRICT

On August 3, 2004, the governing body of the City adopted an ordinance creating the Transportation Development District and imposing the TDD Sales Tax in the amount of 0.30% on the sale of tangible personal property at retail or rendering or furnishing services taxable pursuant to the Kansas Retailers Sales Tax Act within the Transportation Development District. The Transportation Development District is located on the northwest corner of 29th Street and North Broadway in the City.

Pursuant to the Indenture, the City has pledged 100% of the TDD Sales Tax Revenues received by the City from the TDD Sales Tax to the payment of the principal of, premium, if any, and interest on the Bonds as and when the same become due and payable. Reference is made to the entire text of the Indenture for a full and complete description of the covenants of the City relating to security for the Bonds.

TDD SALES TAX REVENUES

The TDD Sales Tax Revenues, which the City has pledged to the payment of the Bonds, are derived from a 0.30% transportation district excise tax imposed by the City within the Transportation Development District. The TDD Sales Tax became effective on January 1, 2005. Every customer who purchases and takes possession of taxable items or services within the Transportation Development District is subject to the TDD Sales Tax. For additional information, see “**THE TDD SALES TAX**” in the Official Statement.

THE AMENDMENTS

Summary

The effectiveness of each amendment to the Indenture set forth in the Supplemental Indenture requires the consent of the registered owners of 100% in principal amount of the outstanding Bonds. The Supplemental Indenture will be provided to any owner of the Bonds or other person upon request directed to the Trustee at the address and telephone number listed under “**AVAILABLE INFORMATION.**”

Set forth below is a brief summary of the Amendments.

This summary and the references to the Indenture and the Supplemental Indenture are qualified in their entirety by reference to the full text of the Indenture and the Supplemental Indenture, copies of which are available from the Trustee. Capitalized words used below that are not otherwise defined have the meaning given to such terms in the Indenture.

Currently, the Bonds are subject to special mandatory redemption by the Trustee on any Interest Payment Date, at the redemption price of 100% of the principal amount being redeemed, together with interest thereon to the date fixed for redemption, in an amount equal to the amount which is on deposit in

the Redemption Account of the Debt Service Fund 45 days prior to each Interest Payment Date. The amount on deposit in the Redemption Account equals total TDD Sales Tax Revenues, less the amount required to pay the next scheduled principal and interest payment, and any amounts required to be credited to the Rebate Fund, paid to the Trustee for any fees or expenses owed, and required to replenish any deficiency in the Debt Service Reserve Fund.

The Amendments would modify **Sections 301(d)** and **502(e)** of the Indenture to provide that the Bonds are subject to special mandatory redemption by the Trustee from amounts on deposit in the Redemption Account of the Debt Service Fund 45 days prior to the April 1 Interest Payment Date only and not prior to each April 1 and October 1 Interest Payment Date. Excess TDD Sales Tax Revenues remaining after the October 1 Interest Payment Date would continue to be held in the Debt Service Fund pending application of the funds, including any special mandatory redemption, on the April 1 Interest Payment Date.

Notwithstanding the provisions of **Section 502** of the Indenture, the Supplemental Indenture would also allow the City to pay from TDD Sales Tax Revenues (prior to transferring such funds to the Trustee) the fees and expenses of the City in connection with this consent solicitation and the Supplemental Indenture in an amount not to exceed \$20,000.

Purpose of the Amendments

If future TDD Sales Tax Revenues decrease below historical levels, it is anticipated that depleting the Redemption Account of the Debt Service Fund on each October 1 Interest Payment Date will result in a shortfall in the amount available in the Debt Service Fund required to pay future scheduled principal and interest payments on the April 1 Interest Payment Date.

THE SOLICITATION

General

Subject to satisfaction of certain conditions (see **“Conditions of the Solicitation”** below), following the receipt by the Trustee of the Requisite Consents (as defined below) with respect to the Amendments, and delivery by Bond Counsel of the opinion contemplated by the Indenture, the Amendments will become effective. Thereafter, all current and subsequent owners of the Bonds will be bound by the Amendments. If the Solicitation is terminated for any reason before the filing with the Trustee of Requisite Consents, the proposed Amendments will not become effective.

Requisite Consent

Pursuant to the Indenture, the effectiveness of the Amendments is subject to the receipt by the Trustee of the written consents thereto of the registered holders of 100% in principal amount of the outstanding Bonds on the Consent Record Date (the **“Requisite Consents”**), and satisfaction of the other conditions set forth in the Indenture (see **“Conditions of the Solicitation”**).

Failure to Vote

An abstention or failure to vote by not sending in a ballot is the equivalent of a **“NO”** vote on the Amendments. If a ballot is submitted but does not cast a vote on the Amendments, that ballot will be treated as a consent in favor of the unmarked Amendments.

Timing and Mechanics of Consent

Consents may be given or withheld by mailing the paper ballot included with this Information Statement. Consents will not be effective unless completed in accordance with the instructions set forth therein and received by the Trustee at Commerce Bank, N.A., 922 Walnut Street, Kansas City, Missouri 64106 no later than 3:00 p.m. Kansas City time, on August 31, 2009, unless this Deadline Date is extended.

Beneficial Owners. Any beneficial owner that desires to instruct a broker-dealer, bank, trust company or other nominee to submit a consent on behalf of such beneficial owner should do so in ample time to permit such firm to submit consent to the Trustee on a timely basis.

Nominees. Brokers, banks, trust companies and other nominees should execute a MASTER Consent summarizing the consents of all of their clients. This Master Consent must be sent before the Deadline Date to the Trustee at the address set forth above.

Subject to the right of revocation described under **“Revocation of Consent,”** a consent is a continuing consent, notwithstanding the fact that registered or beneficial ownership of a Bond is transferred after the date of that consent. Any consent will be binding upon the holder giving the consent (or through whose authority the consent was given) and upon any subsequent holder of the Bond and any Bond issued in exchange therefore (whether or not the subsequent holder has notice thereof) unless the consent is revoked in writing by the registered owner of the Bonds giving the consent by filing a revocation with the Trustee prior to the Deadline Date.

Deadline Date; Extension

The term “Deadline Date” means 3:00 p.m. Kansas City time, on August 31, 2009, unless the City, in its sole discretion, extends the period during which the Solicitation is open for the Amendments, in which event, “Deadline Date” means the latest date to which the Solicitation is extended for such Amendments. The City reserves the right to extend the Solicitation for the Amendments at any time and from time to time, by giving oral (confirmed in writing) or written notice to the Trustee no later than 5:00 p.m., Kansas City time, on or before the business day after the previously announced Deadline Date. Any extension will be followed as promptly as practicable by notice thereof by press release or other public announcement (or by written notice to the registered owners of the Bonds). Such announcement or notice may state that the City is extending the Solicitation for the Amendments for a specific period of time or on a daily basis until 3:00 p.m., Kansas City time, on the date on which the Requisite Consents have been received.

The City expressly reserves the right for any reason (i) to terminate the Solicitation at any time prior to the date on which the Requisite Consents have been received by giving oral (confirmed in writing) or written notice of the termination to the Trustee, and (ii) not to extend the Solicitation beyond the Deadline Date. Any such action by the City will be followed as promptly as practicable by notice thereof by press release or other public announcement (or by written notice to the owners of the Bonds).

Revocation of Consent

A person who has executed and delivered a valid consent with respect to the Amendments may at any time prior to 3:00 on the Deadline Date, revoke the consent provided that the person is still the registered owner of, or a DTC Participant that executed the consent with respect to, the Bonds as to which the revocation is applicable at the time the revocation is given.

In the case of a consent executed by a person that holds Bonds registered in the name of DTC or its nominee, the consent may be revoked only upon the instruction of the beneficial owner on whose instruction the consent was given, and may not be revoked upon the instruction of a subsequent beneficial owner of the same interest in the Bonds with respect to which the consent was given or any other person.

To be valid, any revocation with respect to the Amendments must (i) indicate the CUSIP number for the Bonds to which the revocation relates and the principal amount of the Bonds subject to the revocation, and (ii) be delivered to the Trustee prior to 3:00 on the Deadline Date.

Conditions of the Solicitation

At any time after the Requisite Consents with respect to the Amendments are filed with the Trustee and the requisite Bond Counsel opinion is delivered, the Trustee will make and file with the City a written statement that there have been filed with the Trustee the consents of all of the registered owners of the Bonds. The Trustee's statement will be conclusive that the consents have been so filed. At any time thereafter, notice stating in substance that the Supplemental Indenture containing the Amendments has been consented to by all the registered owners of the Bonds, and will be effective as provided in Section 1102 of the Indenture, may be mailed to owners of the Bonds (but failure to mail the notice will not prevent the Amendments from becoming effective and binding). Upon receipt of the Requisite Consents and the Bond Counsel opinion, the Supplemental Indenture containing the Amendments will become effective.

Please be aware that if the City receives Requisite Consents prior to the Deadline Date it presently intends to take all necessary steps to cause the Amendments to become effective as soon as it is advised that the Requisite Consents have been obtained.

TAX STATUS OF THE BONDS

It is anticipated that an opinion of counsel will be delivered in connection with the Amendments stating that the Amendments are authorized under the Indenture and will not have an adverse effect on the exclusion of interest on the Bonds from gross income for federal income tax purposes.

EXPENSES OF SOLICITATION

All expenses relating to the Solicitation and documentation of the Amendments, which is estimated to be approximately \$20,000, will be paid from TDD Sales Tax Revenues as described in **"THE AMENDMENTS."**

AVAILABLE INFORMATION

The Trustee will provide without charge and upon request to any person to whom a copy of this Information Statement has been delivered, or to any other person, a copy of any or all of the following documents:

- Official Statement, dated as of March 3, 2006, which includes a Bondowners' Risks section setting forth certain risks relating to the purchase and ownership of the Bonds. Certain risks described in the Official Statement have been realized. The risks set forth in the Official Statement should not be considered a complete description of all risks associated with owning the Bonds or consenting to the Amendments. Additionally, there can be no assurance that the risks that have been realized to date are the only risks that will be realized or that the conditions relating to the risks that have been realized will not deteriorate in a material way.
- Annual Reports regarding the historic collection of TDD Sales Tax submitted on behalf of the City to the repositories.
- An Event Notice dated June 23, 2008, filed by the City with the Trustee and submitted to the repositories.

Requests for copies of documents should be directed to the Trustee as follows:

Commerce Bank, N.A.
922 Walnut Street
Kansas City, Missouri 64106
(816) 234-2000

* * * * *

Draft: July 20, 2009

**FIRST SUPPLEMENTAL
BOND TRUST INDENTURE**

Dated as of July 1, 2009

Between

CITY OF PITTSBURG, KANSAS

And

**COMMERCE BANK, N.A.
as Trustee**

Relating to:

**\$1,395,000
TRANSPORTATION DEVELOPMENT DISTRICT SALES TAX REVENUE BONDS
(NORTH BROADWAY-PITTSBURG TOWN CENTER PROJECT)
SERIES 2006**

**FIRST SUPPLEMENTAL
BOND TRUST INDENTURE**

THIS FIRST SUPPLEMENTAL BOND TRUST INDENTURE (the “Supplemental Indenture”), entered into as of July 1, 2009, between the **CITY OF PITTSBURG, KANSAS**, a municipal corporation of the State of Kansas (the “City”) and **COMMERCE BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America, as trustee (the “Trustee”), supplements and amends a Bond Trust Indenture dated as of March 1, 2006 (the “Original Indenture”), between the City and the Trustee.

RECITALS

1. The City is a municipal corporation and a first class city organized and existing under the constitution and laws of the State of Kansas.

2. The City has the authority to create a transportation development district, impose a transportation development district sales tax and issue transportation development district sales tax revenue bonds for the purpose of financing projects in the district, pursuant to the Transportation Development District Act, constituting sections K.S.A. 12-17,140 *et seq.*, as amended.

3. On August 10, 2004 the governing body of the City adopted Ordinance No. S-907 creating a transportation development district and imposing a transportation district sales tax in the amount of 0.30% (the “TDD Sales Tax”) for the purpose of financing certain street and road improvements for the Pittsburg Center.

4. Pursuant to such authorization, Ordinance No. S-928 passed and approved on February 14, 2006, by the governing body of the City, and the Original Indenture, the City issued its Transportation Development District Sales Tax Revenue Bonds (North Broadway-Pittsburg Town Center Project), Series 2006, in the aggregate principal amount of \$1,395,000 (the “Bonds”).

5. The City now desires that the Original Indenture be amended and supplemented by this Supplemental Indenture as permitted under **Section 1102** of the Original Indenture in order to amend the application of moneys in the TDD Sales Tax Revenue Fund.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Supplemental Indenture, the City and the Trustee represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. Words and terms used in this Supplemental Indenture and not otherwise defined herein shall, except as otherwise stated, have the meanings assigned to them in the Original Indenture.

ARTICLE II

AMENDMENTS TO ORIGINAL INDENTURE

Section 201. Amendment to Section 301(d) of the Original Indenture. Section 301(d) of the Original Indenture is amended by deleting Section 301(d) and inserting in lieu thereof the following new Section 301(d):

(d) *Special Mandatory Redemption.* The Bonds are subject to special mandatory redemption by the Trustee on each April 1, commencing April 1, 2007, at the redemption price of 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to the amount which is on deposit in the Redemption Account of the Debt Service Fund 45 days prior to each April 1 (or if such date is not a Business Day, the immediately preceding Business Day).

Section 202. Amendment to Section 502(e) of the Original Indenture. Section 502(e) of the Original Indenture is amended by deleting Section 502(e) and inserting in lieu thereof the following new Section 502(e):

(e) *Excess TDD Sales Tax Revenues.* All amounts after the application above shall be Excess TDD Sales Tax Revenues and shall be deposited by the Trustee in the Redemption Account of the Debt Service Fund. The Trustee shall give written notice of the amount of such Excess TDD Sales Tax Revenues to the City and the Purchaser in the form of their monthly statements. The Trustee shall then call for Special Mandatory Redemption pursuant to Section 301(d) on the following April 1 the principal amount of Bonds in the principal amount of \$5,000 or any integral multiple in excess thereof that can be redeemed based upon the Excess TDD Sales Tax Revenues.

Section 203. Payment of Fees and Expenses Related to this Supplemental Indenture. Notwithstanding the provisions of Section 502 of the Original Indenture, the City is authorized and directed to pay from TDD Sales Tax Revenues (prior to transferring such funds to the Trustee) the fees and expenses incurred by the City in connection with this Supplemental Indenture in an amount not to exceed \$20,000.

ARTICLE III

MISCELLANEOUS PROVISIONS

Section 301. Severability. If any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 302. Execution in Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 303. Governing Law. This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the City and the Trustee have caused this Supplemental Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, by their duly authorized officers, all as of the day and year first above written.

CITY OF PITTSBURG, KANSAS

By: _____
Mayor

[SEAL]

ATTEST:

City Clerk

COMMERCE BANK, N.A.,
as Trustee

By: _____
Name:
Title:

[SEAL]

ATTEST:

Name:
Title:



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: TODD KENNEMER
Assistant Director of Public Works

DATE: August 3, 2009

SUBJECT: Agenda Item - August 11, 2009
Sale of Lots

The property owners on the south side of the recently vacated alley near 23rd and Michigan have expressed an interest in purchasing the lots on the north side of the alley that are in line with their properties. These lots and the adjoining property north of these lots were obtained from the KCS Railroad prior to the construction of the 23rd Street Overpass. The soil has been stripped from part of these lots and most of the adjoining property to construct the overpass. The property would be divided as follows:

601 E. 23 rd Street	3 lots (Lots 27 – 29: west end)
603 E. 23 rd Street	4 lots (Lots 23 – 26: middle)
605 E. 23 rd Street	6 lots (Lots 17 – 22: east end)

The City staff had these lots appraised. The appraisal value plus the cost of the appraisal places a total value of \$3,400 on these 13 lots. Lot 29 is the only lot having street frontage, therefore, having the most value. The north half of the two (2) lots furthest east (Lots 17 and 18) have had the soil partially stripped leaving steep slopes and would be the lowest value.

The staff feels dividing the total cost of \$3,400 evenly among the property owners would be a fair price for each property owner to purchase the land. Each party could purchase the property in line with their property for \$1,133.33.

MEMO TO: JOHN D. VANGORDEN
AUGUST 3, 2009
PAGE TWO

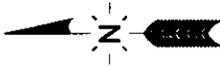
Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 11, 2009. Action being requested is approval or disapproval of the sale of the lots to the three property owners at a cost of \$1,133.33.

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

cc: Tammy Nagel, City Clerk
Building Files
Memo File

25TH STREET

MICHIGAN AVE



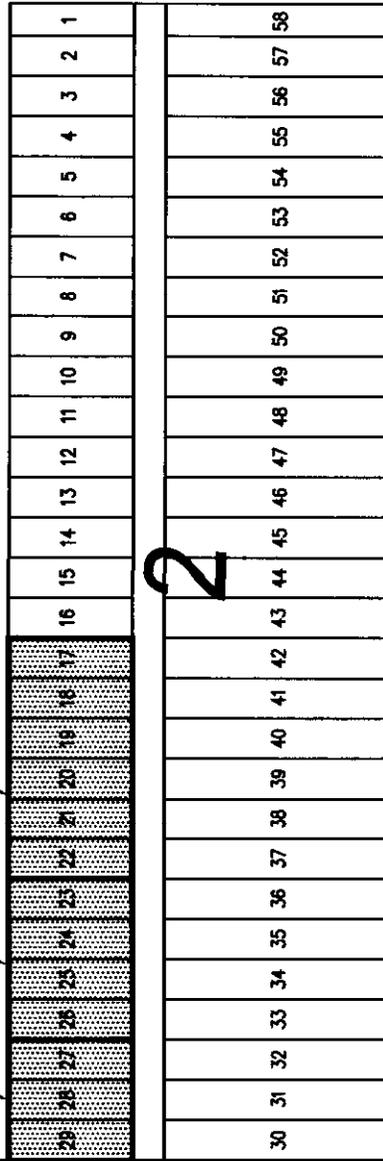
Lots to be purchased by 601 E. 23rd

Lots to be purchased by 603 E. 23rd

Lots to be purchased by 605 E. 23rd

24TH STREET

23RD STREET





Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: BRUCE D. REMSBERG, P.E.
City Engineer

DATE: August 4, 2009

SUBJECT: Agenda Item – August 11, 2009
Sanitary Sewer Line Repair-Project I
KDHE Project No. C20 1656 01

The City has received approval from KDHE to go out for bids on a sewer line repair project under our existing revolving loan of \$4,000,000 to address inflow and infiltration problems in the City. As you know, this program has been ongoing for some time.

First, to provide a brief update on what has been accomplished to date.

There have been three separate contracts to perform repairs on manholes.

The first was performed by Krapff-Reynolds Construction Co., of Oklahoma City. This project covered Basins 1A and 1B; 2A, 2B and 2C; and 4A, 4B and 4C. As a result of this project, 6 manholes were replaced, 468 manholes were relined, 180 ring and covers were adjusted and 54 ring and covers were replaced. The final cost was \$594,880.

The second was performed by Corgill Construction Co., of Greenwood, Arkansas. This project covered Basins 3A, 3B and 3C; 5A and 5B; 6, and 7A. As a result of this project, 1 manhole was replaced, 430 manholes were relined, 103 ring and covers were adjusted and 56 ring and covers were replaced. The final cost was \$419,890.

The third was also performed by Corgill Construction Co., of Greenwood, Arkansas. This project covered Basin 7B. As a result of this project, 2 manholes were replaced, 279 manholes were relined, 31 ring and covers were adjusted and 53 ring and covers were replaced. The final cost was \$398,767.

MEMO TO: JOHN D. VANGORDEN
AUGUST 4, 2009
PAGE TWO

There are approximately 2,472 manholes and cleanouts in the City. To date, 2,373 of these have been located and inspected. As an indication of the condition of the system, 1,177 (or half of those inspected) were repaired or replaced. There are a variety of reasons that manholes have not been located or inspected. Some are inaccessible. Some probably do not actually exist. A few simply can not be found. Preliminarily to the proposed sewer rehabilitation project, a project was performed to clean and televise the large interceptor along the US-69 Bypass. This work was performed by Ace Pipe Cleaning, Inc., of Kansas City, for a total final cost of \$109,431.

As part of that work, a serious problem with a 730 foot portion of the 18" diameter line on the east side of the Bypass north of Quincy was discovered. A project to correct that problem is currently underway. The original bid price for this work was \$81,343 but we expect the final cost to be higher due to the unforeseen subgrade conditions that have made this a very difficult project.

The Mall Lift Station Replacement has also been added to the projects covered by the loan. The bids for this project were taken on August 4th. While these bids will not be accepted, we would anticipate that the cost of this project will be close to \$330,000 with all costs considered.

Therefore, there has been a total of about \$2,115,000 of the \$4,000,000 KDHE loan spent or committed to projects, leaving a balance of \$1,885,000.

The proposed line rehabilitation project will consist of a number of major work items. These will be pipe rehabilitation by cured-in-place methods, pipe replacement by trenchless methods, point repairs and re-establishment of service taps.

Cured-in-place (CIPP) methods are generally described as placing a flexible membrane within the existing pipe and then curing the membrane to create a solid pipe liner. This method is the most cost effective for pipes that have not completely failed.

Trenchless methods are generally described as replacing the existing pipe by boring through that pipe and enlarging the opening. A new pipe is then pulled or pushed through the opening.

MEMO TO: JOHN D. VANGORDEN
AUGUST 4, 2009
PAGE THREE

When a portion of a pipe needs replacement but the majority is in good enough shape for CIPP that area can be excavated and a point repair performed.

Service lines connect to the main with a tap. Those taps must be re-established after main repair. With CIPP methods, the tap can be re-established from the interior. With the trenchless methods, each tap must be excavated.

We believe that the line rehabilitation project will bid for somewhere around \$1,000,000. Obviously, we do not want to expose the exact Engineer's Estimate at this time. With this expected bid value, there would be approximately \$885,000 left in the loan for additional projects.

We propose to advertise for bids on this project with a bid date of September 15th. We have a brief presentation to give the City Commission on work to date and the proposed sewer line rehabilitation project.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 11, 2009. Action necessary will be to provide the City Commission with a brief presentation of the work to date and the proposed sewer line rehabilitation project and, thereafter, give staff permission to proceed with bidding the sewer line rehabilitation project.

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

cc: Tammy Nagel, City Clerk
John Bailey, P.E., PhD/James Tush, Directors of Public Utilities
Project File
Memo File



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: JOHN H. BAILEY, P.E., PhD/JAMES TUSH
Directors of Public Utilities

DATE: August 4, 2009

SUBJECT: Agenda Item – August 11, 2009
Disposition of Bids
Meadowbrook Mall Lift Station Replacement

The City received bids on August 4th for the Meadowbrook Mall Lift Station Replacement Project (see attached bid tab sheet). Two bids were received. Both bids were above the engineer's estimate and the low bidder did not acknowledge the receipt of Addendum No. 1. In this regard, City staff recommends that all bids be rejected and that this project be rebid concurrently with the Southeast Lift Station. This should provide for greater participation in the bidding.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 11, 2009. Action necessary will be approval or disapproval of staff's recommendation.

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

Attachment: Bid Tab Sheet

cc: Tammy Nagel, City Clerk
Bruce D. Remsberg, P.E., City Engineer
Project File
Memo File

Professional Engineering Consultants, P.A. 303 S. Topeka Wichita, Kansas 67202 Phone (316) 262-2691		OWNER: CITY OF PITTSBURG, KANSAS PROJECT: MEADOWBROOK MALL LIFT STATION REPLACEMENT PROJECT NO.: 35-07E03-017-0830 Bid Date/Time: August 4, 2009 2:00 PM				BID TABULATION							
ENGINEER'S ESTIMATE													
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		LaForge Const. Corp.		Utility Contractors, Inc.		UNIT PRICE	COST	UNIT PRICE	COST
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST				
1.	Demolition of Existing Lift Station	1	LS	10,000.00	\$10,000.00	\$ 17,500.00	\$17,500.00	\$ 12,000.00	\$12,000.00				
2.	4' Dia. Manhole (Type A)	1	EA	5,000.00	\$5,000.00	7,100.00	7,100.00	7,000.00	7,000.00				
3.	5' Dia. Outside Drop Manhole (Type C)	3	EA	6,000.00	\$18,000.00	8,400.00	25,200.00	11,000.00	33,000.00				
4.	SS Pipe 8"	43	LF	75.00	\$3,225.00	60.00	2,580.00	120.00	5,160.00				
5.	SS Pipe 12"	38	LF	100.00	\$3,800.00	95.00	3,610.00	150.00	5,700.00				
6.	SS Pipe 15"	15	LF	110.00	\$1,650.00	160.00	2,400.00	190.00	2,850.00				
7.	Forcemain Pipe 10"	13	LF	50.00	\$650.00	882.00	11,466.00	160.00	2,080.00				
8.	DI Forcemain Pipe 10"	2	LF	75.00	\$150.00	720.00	1,440.00	160.00	320.00				
9.	10" MJ Gate Valve & Box	1	EA	2,000.00	\$2,000.00	2,050.00	2,050.00	2,000.00	2,000.00				
10.	Wood Fence with Gates	134	LF	25.00	\$3,350.00	45.00	6,030.00	22.00	2,948.00				
11.	6" Reinforced Concrete Pavement	170	SY	30.00	\$5,100.00	52.00	8,840.00	70.00	11,900.00				
12.	Lift Station and Valve Vault	1	LF	240,000.00	\$240,000.00	231,684.00	231,684.00	311,600.00	311,600.00				
13.	Seeding & Erosion Protection	1	LS	5,000.00	\$5,000.00	3,000.00	5,000.00	2,000.00	\$2,000.00				
TOTAL					\$297,925.00		\$324,900.00		\$398,558.00				
Addendum No. 1													
BID BOND													



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: August 3, 2009

SUBJECT: Agenda Item – August 11, 2009
Construction Engineering (Inspection)
Broadway Avenue (US69B)
Centennial to Hudson and Cleveland to Williams
KDOT Project No. 19 U-2256-01; ARRA-U225(601)

KDOT has provided the Cost Plus Net Fee Agreement for Construction Engineering Inspection Services on the above-referenced project. This Agreement is based on the estimated fee provided by TranSystems Corporation, the consultant that will be providing these inspection services. Compensation of Construction Engineering Inspection Services shall be made on the basis of the reimbursable consultant's actual cost plus a net fee amount of \$2,776.25. The upper limit of compensation for the Construction Engineering Inspection Services shall be \$23,759.58. KDOT will pay 100% of all Construction Engineering Inspection Services for this project.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 11, 2009. Action necessary will be approval or disapproval of the Cost Plus Net Fee Agreement and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.

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

Attachment: Cost Plus Net Fee Agreement

cc: Tammy Nagel, City Clerk
Project File
Memo File

**CITY'S
ORIGINAL**

**AGREEMENT FOR
FEDERAL-AID CONSTRUCTION ENGINEERING
INSPECTION SERVICES BY CONSULTANT
(COST PLUS NET FEE CE AGREEMENT)**

CMS Contract No. _____

**PROJECT NO. 19 U-2256-01
CITY OF PITTSBURG
CRAWFORD COUNTY**

THIS AGREEMENT entered into and is effective the date signed by the Secretary or designee by and between City of Pittsburg, hereinafter referred to as the "LPA" (Local Public Authority), as principal, and the consulting engineering firm of TranSystems Corporation, hereinafter called the "Consultant," and the Secretary of Transportation of the State of Kansas acting by and through the Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary." The Secretary acts as agent for the LPA pursuant to authority vested in K.S.A. 68-402b and K.S.A. 68-401 *et seq.* and an agreement between them dated July 10, 2009. The Consultant's address is 115 South 6th, Suite B, Independence, Kansas 67301. The LPA, the Consultant, and the Secretary are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the FEDERAL GOVERNMENT through its Department of Transportation and the FHWA, pursuant to Title 23, U.S. Code, has established a program of Federal-Aid to the states designated as the Federal-Aid Program, with a general purpose to increase the safety and capacity of roads in the United States, and

WHEREAS, the LPA desires to accomplish this Federal-Aid "Project," consisting of 0.2001 miles of Surfacing located on Broadway Street Centennial to Williams, with the aid of funds provided under Federal-Aid highway programs and the rules and regulations promulgated by said U.S. Department of Transportation in the Federal-Aid Policy Guide, and

WHEREAS, the LPA has not sufficient qualified engineering employees to accomplish the Construction Engineering Inspection Services on this Project within a reasonable time and the LPA deems it advisable and is desirous of engaging the professional services and assistance of a qualified consulting engineering firm to do the necessary construction engineering, and

WHEREAS, the Consultant has represented and by entering into this Agreement now represents, it is in full compliance with the statutes of the State of Kansas for registration of professional engineers and all personnel to be assigned to perform the Construction Engineering Inspection Services required under this Agreement are fully qualified to perform the Construction Engineering Inspection Services in a competent and professional manner, and

WHEREAS, the Consultant has indicated it desires to perform the Construction Engineering Inspection Services set forth in this Agreement upon the terms and conditions set forth below, and

WHEREAS, the final design Plans and specifications for said Project are available in the KDOT Headquarters in Topeka, and

WHEREAS, the LPA, Consultant, and the Secretary desire to set forth in this Agreement their understanding and agreements relating to the construction engineering and allocation of costs for the said Project.

NOW, THEREFORE, in consideration of the covenants of the Parties and to give this Agreement full force and effect in providing the benefits hereinbefore mentioned, the Parties hereto mutually agree as follows:

ARTICLE I. SCOPE OF SERVICES

A. DEFINITIONS

- (1) The term "Construction Contract" shall mean the written agreement between the Secretary and a Contractor, requiring the Contractor to construct or reconstruct a portion of the LPA's roadway system. The Construction Contract includes the invitation for bids, the notice to contractors, the proposal, the contract form, the contract bond, the Standard Specifications, the Special Provisions, the Project Special Provisions, the Plans, the drawings, the notice to proceed, the change orders and the supplemental agreements made after the Secretary awards the Construction Contract.
- (2) The term "Construction Engineering Inspection Services" shall mean the services necessary to inspect and monitor the construction of the Project as detailed here in this Agreement and in Special Construction Provisions found in Special Attachment No. 1.
- (3) The term "Consultant" shall mean the consulting engineering firm and its authorized employees who will be performing the work required under this Agreement.
- (4) The term "Contract Documents" shall mean the Standard Specifications, the Construction Contract, the Special Provisions, the Project Special Provisions, and the Plans as defined above.
- (5) The term "Contractor" shall mean the individual, partnership, joint ventures, corporation, or agency undertaking the performance of the work designated under the terms of the Construction Contract.
- (6) The term "District Construction Engineer" shall mean the KDOT District Construction Engineer who will perform KDOT's administrative functions on this Project.

- (7) The term "FHWA" shall mean the Federal Highway Administration and its authorized representatives.
- (8) The term "Field Engineer" shall, for the administrative control of this Agreement, be considered to mean the KDOT Metro Engineer, the KDOT Field Engineering Administrator, the KDOT Area Engineer, the KDOT Construction Engineer or Construction Manager.
- (9) The term "KDOT" shall mean the Kansas Department of Transportation and its authorized representatives. KDOT shall mean the Secretary of the Kansas Department of Transportation or the Secretary.
- (10) The term "LPA" shall mean the City of Pittsburg and its authorized employees.
- (11) The term "Manuals" shall mean the current version of each of the following manuals: Construction Manual, the Form Manual, the CMS Procedures Manual, the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary, and all other documents KDOT requires for constructing or reconstructing projects, and all other documents KDOT requires for inspecting and monitoring projects.
- (12) The term "Plans" shall mean the final design plans, profiles, typical cross sections, working drawings and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done by the Contractor.
- (13) The term "Project" shall mean a portion of the LPA's roadway system to be constructed or reconstructed under a Construction Contract(s) and for which the LPA needs Construction Engineering Inspection Services.
- (14) The term "Project Special Provisions" shall mean the documents that modify the Standard Specifications for a particular Project.
- (15) The term "Secretary" shall mean the Secretary of Transportation and its authorized representatives. The Secretary shall mean the Kansas Department of Transportation. (KDOT).
- (16) The term "Special Provisions" shall mean the documents that modify the Standard Specifications for all Projects.
- (17) The term "Standard Specifications" shall mean the current English edition of the KDOT Standard Specifications for State Road and Bridge Construction.

B. RESPONSIBILITIES OF THE CONSULTANT, LPA AND SECRETARY

- (1) The Consultant shall perform the Construction Engineering Inspection Services necessary and incidental to the accomplishment of this Project to the satisfaction of KDOT, and as more fully detailed in Special Construction Provisions found in Special Attachment No. 1.
- (2) The Consultant shall furnish the Construction Engineering Inspection Services, labor, materials, equipment, supplies and incidentals, other than those hereinafter designated to be furnished by the KDOT, necessary to conduct and complete the Construction Engineering Inspection Services.
- (3) The Consultant agrees to provide the Construction Engineering Inspection Services that shall be performed under this Agreement in accordance with the rules and guidelines developed for the KDOT's program for the Construction Engineering Inspection Services and in accordance with the current edition of the Standard Specifications, Project Special Provisions, and Special Provisions. Further, the Consultant agrees at all times the Construction Engineering Inspection Services shall be subject to the review by KDOT. Any review of these items performed by KDOT is not intended to and shall not be construed to be an undertaking of the Consultant's duty to provide adequate and accurate Construction Engineering Inspection Services. The Consultant shall have the sole responsibility for the adequacy and accuracy of the Construction Engineering Inspection Services.
- (4) The Consultant will require all personnel comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8, Fluorescent Vests, as a minimum, while inspection is being performed.
- (5) The Consultant and/or LPA's principal contact with the KDOT shall be with the Field Engineer in the construction field office.
- (6) The Consultant agrees the Construction Engineering Inspection Services performed under this Agreement shall comply with all applicable federal and state laws and regulations.
- (7) The FHWA shall have the right to participate in all conferences and reviews.
- (8) The Consultant agrees compliance with all of the foregoing shall be considered to be within the purview of this Agreement and shall not constitute a basis for additional or extra compensation.
- (9) The District Construction Engineer will delegate a construction office to this Project where a KDOT Construction Engineer or Construction Manager will be assigned to determine compliance with applicable federal and state requirements of the Construction Engineering Inspection Services.

- (10) The Consultant will designate a Project Engineer/Project Manager and other inspection personnel who are certified by the KDOT in the appropriate classification to inspect all work performed and materials furnished. The Consultant may designate a Chief Inspector who will perform the duties and have the responsibilities of the Project Engineer/Project Manager. The Project Engineer/Project Manager is not authorized to alter, waive or issue instructions contrary to the provisions of the Contract Documents. The Project Engineer/Project Manager is not to act as foreman for the Contractor; however, the Project Engineer/Project Manager shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by the Field Engineer.
- (11) The use of non-certified inspector(s) by the Consultant for this Project will be limited to specific work after the non-certified inspector(s) have demonstrated satisfactory performance to the Field Engineer.
- (12) The Project Engineer/Project Manager shall serve as the field supervisor of all Consultant personnel and Construction Engineering Inspection Services performed under this Agreement, and to act as liaison between the Consultant and the KDOT.
- (13) The Project Engineer/Project Manager shall transmit all reports and paperwork to, and communicate and coordinate with the Field Engineer.
- (14) Instructions issued by the Field Engineer will be transmitted through Project Engineer/Project Manager to the Contractor. If in the absence of the Project Engineer/Project Manager, a matter needs prompt attention the Field Engineer will give the instructions to the Contractor and then notify the Project Engineer/Project Manager.
- (15) In the event of a controversy, the Project Engineer/Project Manager shall confer with the Field Engineer to determine a course of action.
- (16) In the event the Field Engineer and the Project Engineer/Project Manager cannot agree, the Field Engineer will promptly contact the District Construction Engineer of KDOT who will determine the course of action.
- (17) The Consultant warrants it is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

C. COORDINATION AND COOPERATION

- (1) The Consultant shall cooperate fully with the KDOT, LPA, local, state and federal agencies including the FHWA, the general public, utilities, railroad companies, private consultants, and contractors when so requested by the KDOT. Such cooperation may include the Consultant's attendance at conferences.

D. MEETINGS AND CONFERENCES

- (1) Conferences as may be necessary for the Construction Engineering Inspection Services under this Agreement shall be scheduled between the Consultant, the LPA, and the KDOT. These conferences may include an onsite review of the Project.
- (2) Conferences may be held upon the request of the Consultant, the LPA, or the KDOT.

ARTICLE II PROSECUTION AND PROGRESS

A. GENERAL

- (1) Written authority to proceed with the Construction Engineering Inspection Services on any construction Project under this Agreement will be given to the Consultant by the KDOT acting as the LPA's agent to the Consultant. Neither the LPA nor the KDOT will be responsible for any Construction Engineering Inspection Services performed by the Consultant prior to such authorization or liable for payment therefore.
- (2) Construction Engineering Inspection Services performed under this Agreement will commence with attendance at a formal Construction Conference by the Consultant, the LPA, and the KDOT, unless otherwise stated elsewhere in this Agreement or at the direction of the Field Engineer during an informal Construction Conference. Attendees at a formal Construction Conference shall include representatives of the LPA, KDOT's Field Engineer and the Consultant's Project Engineer/Project Manager and such other representatives as may be designated by each party to this Agreement. KDOT's Field Engineer will notify the LPA and the Consultant of the location, date and time and will make necessary arrangements for the conference. Topics for discussion shall include scope of the Contractor's construction operations and anticipated schedule, review of necessary staffing by the Consultant, lines of communication and authority, equipment needs, standard practices of the KDOT, and related subjects.
- (3) The Consultant shall attend the formal Construction Conference held between the KDOT, the Contractor and the involved utilities and agencies, unless otherwise stated elsewhere in this Agreement.

- (4) The Consultant shall have KDOT Certified Inspector(s) of the appropriate classification on this Project or plant site at all times when work, which requires inspection, is being performed. The inability of the Consultant to provide appropriate certified inspectors for this Project may, at the Secretary's discretion, give cause for termination of this Agreement by the Secretary.
- (5) This Agreement shall be considered completed upon notice of written release from KDOT therefore unless previously terminated as provided in Article II, Section C.
- (6) Should the KDOT deem it necessary for the Consultant to render additional Construction Engineering Inspection Services for review of agreement items, conditions, claims or litigation matters after completion of this Agreement, the Consultant agrees to cooperate and render such requested Construction Engineering Inspection Services. Such Construction Engineering Inspection Services shall be paid for in the amount and manner mutually agreed upon by the LPA and the Consultant.
- (7) A Close-Out Conference may be held upon completion of this Agreement to evaluate the performance of the Consultant. Attendees shall include the Field Engineer and Consultant's Project Engineer/Project Manager and such other representatives as may be designated by each party to this Agreement. The KDOT will notify the Consultant of the location, date and time and will make necessary arrangements for the conference. The evaluation shall consider the quality of the Consultant's work, adequacy of staffing, extent of corrections, cooperation and related subjects.

B. DELAYS AND EXTENSIONS

- (1) Delays caused through no fault of the Consultant may be cause for extension of time in completion of the work. Time extensions may be granted by KDOT upon reasonable claim and justification by the Consultant and when necessary, approval has been given by the FHWA. Granted time extensions may also be cause for consideration of adjustments in payment where approved by KDOT in a supplemental agreement.

C. TERMINATION OF AGREEMENTS

- (1) The right is reserved by the KDOT to terminate all or part of this Agreement at any time upon written notice to the Consultant. Such notice shall be sent not less than ten (10) days in advance of the termination date stated in the notice.
- (2) The Consultant may terminate this Agreement, in the event of substantial failure of other Parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all Parties to this Agreement.

- (3) In the event this Agreement is terminated by the KDOT without fault on the part of the Consultant, the Consultant shall be paid for the work performed or Construction Engineering Inspection Services rendered under Article III, Basis of Payment of this Agreement.
- (4) In the event the Construction Engineering Inspection Services of the Consultant are terminated by the KDOT for fault, including, but not limited to, unreasonable delays in performance, failure to respond to KDOT requests, and/or unsatisfactory performance on the part of the Consultant, the Consultant shall be paid the reasonable value of the Construction Engineering Inspection Services performed or rendered and delivered to the KDOT up to the time of termination. The value of the Construction Engineering Inspection Services performed and rendered will be determined by the KDOT. In the case of any dispute, as to payment arising under this Agreement, pertinent information will be submitted to a Review Committee for resolution. The Review Committee will be comprised of a maximum of two (2) representatives from each of this Agreement's Parties.
- (5) In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the Construction Engineering Inspection Services, unless otherwise mutually agreed upon by the LPA, the KDOT, and the survivors, in which case the Consultant shall be paid as set forth in Article III, Basis of Payment.

D. SUBLETTING OR ASSIGNMENT OF AGREEMENT

- (1) The Consultant shall not sublet or assign all or any part of the Construction Engineering Inspection Services under this Agreement without the prior written approval of the KDOT. Consent by the KDOT to assign, sublet or otherwise dispose of any portion of this Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement.
- (2) All the applicable terms and all Special Attachments of this Agreement shall remain in force and are a condition to any Construction Engineering Inspection Services approved to be sublet or assigned by the KDOT.

ARTICLE III BASIS OF PAYMENT

A. GENERAL

- (1) The Consultant will be paid the supported actual salaries, overhead rates and direct costs and net fee by the KDOT for the completed Construction Engineering Inspection Services rendered under this Agreement on the basis of and at this Agreement price set forth in Specific Construction Provisions found in Special Attachment No. 1. The Consultant will be paid for extra work, if any, at the compensation therefore set forth in an approved supplement to this Agreement

covering such work. The extra work will be paid for separately and in addition to the foregoing amount listed in the Special Attachment No. 1, Specific Construction Provisions. Payment shall be full compensation for Construction Engineering Inspection Services performed or rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the work. The Consultant agrees to provide the LPA with a status of expenditures by sending the LPA a copy of each voucher submitted to the KDOT for payment. The LPA copy shall be marked "For Information Only."

- (2) The overhead rate will be submitted by the Consultant for audit within seventy-five (75) days after the completion of the Consultant's fiscal year. The Consultant will assemble work papers for audit at its normal place of business. The overhead rate will be audited on a yearly basis and adjusted at the time of the audit review. If the overhead rate increases or decreases, previous payments will be adjusted so the Consultant is reimbursed for the actual cost for that fiscal year.
- (3) Should this Agreement contain more than one (1) construction Project, any and all invoices and the final statement shall itemize charges by individual Projects.
- (4) Final payment of any balance due the Consultant of the ultimate gross amount earned will be made promptly upon its verification by the KDOT, upon completion of the work under this Agreement and its acceptance by the KDOT, and upon receipt of the survey notes, records, reports, final estimates, record drawings, Manuals, Contract Documents, guides, and other documents required to be returned or to be furnished under this Agreement.

ARTICLE IV WORK ORDERS, INCREASED WORK, OR DECREASED WORK

A. GENERAL

- (1) Written orders regarding the Construction Engineering Inspection Services to be performed will be given by the KDOT. Orders that do not change the scope of Construction Engineering Inspection Services in this Agreement, but increase or decrease the quantity of labor or materials or the expense of the Construction Engineering Inspection Services, shall not annul or void this Agreement.
- (2) The Consultant must proceed with the Construction Engineering Inspection Services as directed by furnishing the necessary labor, equipment, materials, and professional Construction Engineering Inspection Services to complete the Construction Engineering Inspection Services within the time limits specified in schedules or as adjusted by agreement of the Parties.
- (3) If in the Consultant's opinion such work orders involve Construction Engineering Inspection Services not included in the terms or scope of this Agreement, the Consultant must notify the KDOT in writing of this opinion if extra compensation is desired, along with a copy to the LPA.

- (4) If in the Consultant's opinion such work orders would require the discarding or redoing of Construction Engineering Inspection Services which was based upon earlier direction or approvals, the Consultant must notify the KDOT in writing of this opinion, and that extra compensation is desired, along with a copy to the LPA.
- (5) Such notification by the Consultant to the KDOT shall include the justification for extra compensation and the estimated amount of additional fee requested.
- (6) The KDOT will review the Consultant's submittal for extra compensation and, if acceptable, a supplement to this Agreement will be executed. The Consultant shall only proceed with the Construction Engineering Inspection Services for extra work upon prior written authorization by the KDOT, which will be followed up with the execution of the supplemental agreement.

ARTICLE V MISCELLANEOUS PROVISIONS

A. CONSTRUCTION ENGINEERING INSPECTION STANDARDS

- (1) The Consultant agrees all Construction Engineering Inspection Services performed under this Agreement shall be done in accordance with the current rules and guidelines developed for the current KDOT Construction Engineering Inspection Services and in accordance with the current version of the Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions with the rules and regulations of the Federal Highway Administration pertaining thereto.
- (2) The Consultant agrees no variations in the Construction Engineering Inspection Standards will be permitted except by written concurrence from the KDOT to the Consultant.

B. REVISION OF SPECIFICATIONS AND PLANS

- (1) The KDOT may, by written notice and without invalidating this Agreement, make changes in the Construction Contract, the Standard Specifications, the Special Provisions, the Project Special Provisions and the Plans resulting in the revision or abandonment of Construction Engineering Inspection Services already performed by the Consultant or resulting in work by the Consultant not contemplated in this Agreement.
- (2) Claims by the Consultant for compensation for Construction Engineering Inspection Services resulting from such revisions shall be submitted and processed in accordance with Article IV of this Agreement.

C. OWNERSHIP OF DOCUMENTS

- (1) All data provided to the Consultant by KDOT is the sole property of KDOT and is intended for use on this Project only. Any data provided shall not be disclosed to anyone outside the Consultants firm without the express, written permission of KDOT. Upon completion or termination of this Agreement all Manuals, Contract documents, guides, written instructions, unused forms and record-keeping books, and other written data and information furnished to the Consultant by the KDOT for the performance of this Agreement, and all survey notes, diaries, reports, records and other information and data collected or prepared by the Consultant in the performance of this Agreement shall be properly arranged and delivered to the KDOT, and shall become the property of the KDOT.
- (2) All documents prepared by the Consultant pursuant to this Agreement are instruments of service in respect of this Project. They are not intended or represented to be suitable for reuse by the Secretary or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the Secretary's sole risk and without liability or legal exposure to the Consultant. Any such verification or adaptation by the Consultant will entitle the Consultant to further compensation at rates to be agreed upon by the Consultant and Secretary.

D. CONTINGENT FEES

- (1) The Consultant warrants they have not employed or retained any firm or person, other than a bonafide employee working solely for the Consultant to secure this Agreement, and they have not paid or agreed to pay any company or person, any fee, commission, percentage, brokerage fees, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. See Special Attachment No. 2, Certification.
- (2) For breach or violation of this warranty the KDOT in consultation with the LPA shall have the right to annul this Agreement without liability.

E. AGREEMENT ITEMS

- (1) The Consultant and the KDOT understand and agree the Construction Contract, the Standard Specifications, the Special Provisions, the Project Special Provisions and the Plans, as available, and the Agreement estimate and other Special Attachments as listed in the Index of Special Attachments are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part thereof.

F. ACCESS TO RECORDS

- (1) The Consultant and any subcontractors to the Consultant agree to maintain for inspection and audit by the LPA, the KDOT, and the FHWA all books, documents, papers, accounting records and other evidence pertaining to all costs incurred under this Agreement and to make such materials available at their respective offices at all reasonable times during the life of this Agreement and for three (3) years from the date of the final federal payment to the KDOT under this Agreement, and to furnish copies thereof if requested.
- (2) If more than a nominal number of copies are requested, the additional copies shall be furnished at the expense of the requesting agency.
- (3) The Consultant will maintain these materials at the Consultant's offices noted in the Special Attachment No. 1, Specific Construction Provisions.

G. LEGAL RELATIONS

- (1) The Consultant shall become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances and regulations.
- (2) The Consultant shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the Consultant's performance of Construction Engineering Inspection Services under this Agreement.
- (3) The Consultant shall have the sole responsibility for the Construction Engineering Inspection Services for the Project. The KDOT's review of the Consultant's Construction Engineering Inspection Services is not intended to and shall not be construed to be an undertaking of the Consultant's duty to provide Construction Engineering Inspection Services for the Project. Any such oversight or review by the KDOT is not done for the benefit for the Consultant, Construction Contractor, the LPA or other political subdivisions, or the traveling public. The KDOT makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Consultant's Construction Engineering Inspection Services or any other work performed by the Consultant or the LPA.
- (4) The Parties agree no third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

H. WORKERS' COMPENSATION AND OTHER EMPLOYEE PROVISIONS

- (1) The Consultant will accept full responsibility for payment of Unemployment Insurance, Workers' Compensation and Social Security as well as income tax deductions and any other taxes or payroll deductions required by state and federal law for the Consultant's employees engaged in work authorized by this Agreement.

I. NEGLIGENCE ACTS, ERRORS, OR OMISSIONS

- (1) The Consultant shall be responsible for the accuracy of the work performed by the Consultant under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation.
- (2) The Consultant shall give immediate attention to these revisions or corrections to prevent or minimize delay to the Contractor.
- (3) The Consultant shall be responsible for any damages incurred as a result of their negligent acts, errors, or omissions and for any losses or costs to repair or remedy construction.

J. CONFLICT OF INTEREST

- (1) The Consultant warrants they have no public or private interest, and shall not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the work under this Agreement. Specifically, the Consultant is prohibited from performing contractor construction staking or any other work that is the construction Contractor's responsibility on this Project.
- (2) The Consultant will not, without written permission from the KDOT, engage the services of any person(s) in the employment of the KDOT for any work required by the terms of this Agreement.

K. CONTRACTUAL PROVISIONS ATTACHMENT

- (1) The provisions found in Special Attachment No. 4, Contractual Provisions Attachment (DA-146a), which is attached hereto, are hereby incorporated in this Agreement and made a part hereof.

L. HOLD HARMLESS CLAUSE

- (1) The Consultant hereby expressly agrees to indemnify, hold harmless and save the LPA, the LPA's authorized representatives, the Secretary, and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property or claims of any nature whatsoever

arising out of or in connection with the provisions or performance of this Agreement by the Consultant, its agents, employees, or subcontractors which may result from negligent acts, errors, or omissions from the Consultant's operation in connection with the Construction Engineering Inspection Services to be performed hereunder.

- (2) The LPA hereby expressly agrees to indemnify, hold harmless and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the LPA, its agents, employees, or subcontractors which may result from negligent acts, errors, or omissions from the LPA's operation in connection with the Construction Engineering Inspection Services to be performed hereunder.

M. ATTACHMENTS TO THE AGREEMENTS

- (1) The Consultant agrees to certify that it is in compliance with K.S.A. 46-239(c) by signing the Special Attachment No. 7, Certificate of Compliance which is hereby made a part of this Agreement.

N. CORRELATION, INTERPRETATION, AND INTENT OF THE AGREEMENT

The correlation, interpretation, and intent of the Agreement Documents, including the Agreements and Special Attachments thereto, shall be as follows:

- (1) The Agreement, the Notice to Proceed and all supplemental agreements shall be defined as the Agreement Documents.
 - a. The Contract Documents comprise the entire Agreement between the Secretary, the Consultant and the LPA. They may be altered only by supplemental agreement.
 - b. The Contract Documents are complimentary; that is, what is called for by one is binding as if called for by all. If the Consultant or the LPA finds a conflict, error, or discrepancy in the Contract Documents, the Consultant or the LPA will call it to the Secretary's attention before proceeding with the work affected thereby. In resolving such conflicts, errors, and discrepancies, the Documents shall be given precedence in the following order: Supplemental Agreement, Agreement and Notice to Proceed.

The Signature Page Immediately Follows

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers. It is further understood this Agreement and all other agreements entered into under the provisions of this Agreement shall be binding upon the Parties to this Agreement and their successors in office.

RECOMMEND FOR APPROVAL:

APPROPRIATE LOCAL OFFICIAL:

Pittsburg City Engineer

Mayor of City of Pittsburg

ATTEST:

Pittsburg City Clerk (Date)

ATTEST:

BY _____
Name



Consultant

TITLE _____

Shawn Turner *7/22/09*

Name (Date)

Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

BY: _____
Jerome T. Younger, P. E. (Date)
Deputy Secretary for Engineering and
State Transportation Engineer

INDEX OF ATTACHMENTS

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SPECIFIC CONSTRUCTION PROVISIONS

ARTICLE I SCOPE OF SERVICES (CONSTRUCTION ENGINEERING INSPECTION SERVICES TO BE PERFORMED BY THE CONSULTANT)

A. THE CONSULTANT AGREES TO THE FOLLOWING:

- (1) Attend all conferences designated by KDOT, or required under the terms of this Agreement.
- (2) Designate a Project Engineer/Project Manager who shall meet KDOT's certification policy and report and transmit Project activity and documents to KDOT's Field Engineer.
- (3) Assign KDOT Certified Inspector(s) of the appropriate classifications to the Project to perform the services required under this Agreement in a timely manner to avoid delay to the Contractor.
- (4) Become familiar with the standard practices of KDOT, the Contract Documents, and the Contractor's proposed schedule of operations prior to beginning field services to be performed under this Agreement.
- (5) Perform the Consultant's field operations in accordance with accepted safety practices.
- (6) Furnish all equipment required to accomplish the Consultant's services and to check or test it prior to use on the Project.
- (7) Provide for Consultant personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under this Agreement.
- (8) Transmit orders from KDOT to the Contractor and provide guidance in the interpretation of the Contract Documents.
- (9) Transmit orders from KDOT to the Contractor and provide guidance in the proper interpretation of the Contract Documents.
- (10) Perform or provide construction surveys, staking, and measurements needed by the Contractor (unless provided for in the contract where contractor construction staking is to be performed as a bid item by the Contractor) and perform measurements and surveys that are involved in the determination of final pay quantities.
- (11) Inspect all phases of construction operations to determine the Contractor's compliance with the Contract Documents and to reject such work and materials, which do not comply with the Contract Documents until any questions at issue, can be referred to and be decided by the KDOT's Field Engineer.

- (12) Take field samples and/or test materials to be incorporated in the work, and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.
- (13) Make certain that test report records or certificates of compliance for materials tested off the Project site and required, prior to the incorporation in the work, have been received.
- (14) Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress, including the Consultant's Project Engineer/Project Manager and Chief Inspector's diaries.
- (15) Measure and compute all materials incorporated in the work and items of work completed, and maintain an item account record.
- (16) Provide measurement and computation of pay items.
- (17) Prepare and submit, or assist in preparing, such periodic, intermediate and final reports and records as may be required by KDOT and as are applicable to the Project, which may include:
 - a. Progress Reports
 - b. Weekly statement of working days
 - c. Notice of change in construction status
 - d. Report of field inspection of material
 - e. Test report record
 - f. Contractor pay estimates
 - g. Pile driving data
 - h. Piling record
 - i. Final certification of materials
 - j. Explanation of quantity variation
 - k. Other reports as required by the Project
- (18) Review, or assist in reviewing, all Contractor submittals of records and reports required by KDOT, as applicable to the Project, which may include:
 - a. Requests for partial and final payment
 - b. Other reports and records as required by the individual Project
- (19) Prepare and submit if desired by the Consultant, partial payment invoices for services rendered by the Consultant, but not to exceed one submittal per month.
- (20) Collect, properly label or identify, and deliver to KDOT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the Consultant in the performance of this Agreement, upon completion or termination of this Agreement.

- (21) Return, upon completion or termination of this Agreement, all Contract Documents, Manuals, written instructions, unused forms and record keeping books, and other documents and materials furnished by KDOT. The Consultant shall be responsible for replacing lost documents or materials at the price determined by KDOT.
- (22) Prepare and submit a certification of Project completion.
- (23) Prepare and submit a final payment voucher for services rendered by the Consultant.
- (24) Prepare and deliver (when Project is completed) one copy of major changes to the Plans (by letter) to KDOT. The letter should contain such items as the following:

a. Earthwork and Culverts

1. A revised list of benchmarks
2. Location of government benchmarks
3. Major changes in alignment
4. Major changes in grade line
5. Established references on cornerstones
6. Major changes in location of drainage structures
7. Major changes in flow-line of drainage structures
8. Drainage structures added or deleted
9. Any change of access control

b. Bridges

1. Changes in stationing
2. Changes in type, size or elevation of footings
3. Changes in grade line

B. THE SECRETARY AGREES TO THE FOLLOWING:

- (1) Make available to the Consultant sufficient copies of the Contract Documents, shop drawings, plan revisions, written instructions and other information and data considered by KDOT to be necessary for the Consultant to perform the Construction Engineering Inspection Services under this Agreement, for the Project.
- (2) Provide for the use of the Consultant a sufficient supply of the blank diaries, logs, record keeping books, and reporting forms considered by KDOT to be necessary for the Consultant to perform the Construction Engineering Inspection Services under this Agreement.
- (3) Provide space in the field office and field laboratory furnished by the Contractor under the terms of the Construction Contract, for the occupancy and use of the Consultant until completion of the construction work.
- (4) Perform or provide for laboratory testing of materials requiring off-site testing facilities and obtain test reports or certificates of compliance hereof.

- (5) Perform weld inspection when there is welding for bridge beam connections and splices, and for sign supports. This includes all cross frames, diaphragm connections, and stud welding.
- (6) Designate a Field Engineer Coordinator in the Construction Office with the duties and responsibilities set forth in Article I, Section C of this Agreement.
- (7) The Secretary reserves the right to assign and charge to the Project such KDOT personnel as may be needed.

ARTICLE II PROSECUTION AND PROGRESS

- (1) It is anticipated the Construction Engineering Inspection Services to be performed under the Construction Contract will start in 2009, and be completed by 2009.
- (2) The Consultant shall complete all of the Construction Engineering Inspection Services to be rendered under this Agreement no later than two months after completion of Project construction. Failure to comply may result in disqualification of the Consultant's Project Engineer/Project Manager or Chief Inspector until proper documentation is submitted and accepted.

ARTICLE III BASIS OF PAYMENT

- (1) Compensation of Construction Engineering Inspection Services provided by the Consultant under the terms of this Agreement shall be made on the basis of the reimbursable Consultant's actual cost plus a net fee amount of **\$2,776.25**. The actual cost shall be incurred in conformity with the cost principles established in Volume 1, Chapter 7, Section 2 of the Federal-aid Highway Policy Guide and 48 C.F.R. pt. 31 *et seq.* The upper limit of compensation for the Construction Engineering Inspection Services detailed in this Agreement shall be **\$23,759.58**.
- (2) Compensations for Construction Engineering Inspection Services during the progress of work normally will be made to the Consultant within 30 days after receipt by the Secretary of proper billing and when supported by appropriate documentation. The Consultant may not request partial payments at intervals of more than one per calendar month. Progress billings shall be acceptable to the Secretary before payments can be made to the Consultant. Unless extra Construction Engineering Inspection Services has been authorized by the Secretary, the total of the final payment and previous payments can not exceed the upper limit of compensation approved for the Construction Engineering Inspection Services. If extra Construction Engineering Inspection Services has been authorized it will be reimbursed as per the terms of the supplemental agreements(s).
- (3) The Secretary will pay 100 percent of all partial billings up to 95 percent of the upper limit of compensation. Any further amount due will be held until the KDOT field office

obtains all deliverables (field books, CMS disks, as-built plans, etc.) from the Consultant. When all deliverables are received by KDOT the remainder due may be paid if requested by the Consultant minus a \$500.00 retainage or the amount earned in excess of 95 percent of the upper limit, whichever is less. If partial payments never reach 95 percent of the upper limit, the Consultant may request payment of 100 percent of the amount earned minus a \$500.00 retainage. The retainage amount will be released to the Consultant when this Agreement has been audited by KDOT.

- (4) The Secretary will reimburse the Consultant for the approved voucher amount up to the upper limit of compensation (or upper limit plus any amount approved by a revised supplemental) for Construction Engineering Inspection Services detailed in this Agreement. The payments will be made provided the LPA has submitted to KDOT the estimated LPA's share of the Project cost and the LPA's estimated share of the Construction Engineering cost.
- (5) If this Agreement's upper limit of compensation exceeds the amount approved by the FHWA, KDOT will reimburse the Consultant for the approved voucher fee (not to exceed this Agreement's upper limit of compensation unless authorization has been granted and included in a revised supplemental agreement for the Construction Engineering Inspection Services). The LPA will reimburse KDOT for fees voucher by the Consultant and approved by KDOT up to the upper limit of compensation in this Agreement that may exceed the FHWA's approved amount unless provisions are provided for payment under state law.

ARTICLE IV MISCELLANEOUS PROVISIONS

A. AUTHORIZED REPRESENTATIVES

- (1) The Field Engineer for KDOT will be Mr. George Dockery, P.E., whose work address is 1813 West 4th Street, Pittsburg, Kansas 66762 and work telephone is 620-231-7560.
- (2) The Project Engineer/Project Manager for the Consultant will be Mr. Jon Johnson, Certification Number 2700 (expiration date is 2/2011), whose work address is 115 South 6th, Suite B, Independence, Kansas 67301 and work telephone is 620-331-3999.
- (3) The Chief Inspector for the Consultant will be Mr. Jacob Reagan, Certification Number 3800 (expiration date is 2/2012), whose work address is 115 South 6th, Suite B, Independence, Kansas 67301 and work telephone is 620-331-3999.
- (4) The contact person for the LPA will be Mr. Bill Beasley whose work address is 201 West 4th Street, Pittsburg, Kansas 66762-0688 and work telephone is 316-231-4170.

B. ACCESS TO RECORDS

- (1) All documents and evidence pertaining to costs incurred under this Agreement will be available for inspection during normal business hours in the Consultant's office, located at 115 South 6th, Suite B, Independence, Kansas 67301, for a period of three (3) years following final Agreement payment.

CERTIFICATION

CERTIFICATION OF CONSULTANT

I hereby certify that I am the ass. Vcc president and duly authorized representative of the firm of Tran Systems, whose address is 115 S. 6th Street, Independence, Ks, 67301 and that neither I nor the above firm I here represent has:

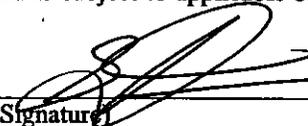
- (a) employed or retained for the commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
- (c) paid, or agreed to pay, to any firm, organization of persons (other than a bonafide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of the Kansas Department of Transportation in connection with this agreement and is subject to applicable state and federal laws, both criminal and civil.

7/22/09

(Date)



(Signature)

CERTIFICATION OF THE DEPUTY SECRETARY FOR ENGINEERING AND STATE TRANSPORTATION ENGINEER

I hereby certify that I am the Deputy Secretary for Engineering and State Transportation Engineer of the State of Kansas and that the above Consultant or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the above referenced firm in connection with this Agreement, and is subject to applicable state and federal laws, both criminal and civil.

Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

(Date)

By: _____
Jerome T. Younger, P. E.
Deputy Secretary for Engineering and
State Transportation Engineer

CERTIFICATION OF CITY OF PITTSBURG

We hereby certify that we are the above-noted City's Appropriate Local Officials authorized to sign for the City and the Consultant noted in Sheet 1 of this Special Attachment or his representative has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or,
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

except as herein expressly stated (if any):

We acknowledge that this certificate is to be furnished to the above referenced firm in connection with this Agreement, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

Mayor of City of Pittsburg

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. 3555) 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 insure 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 seven "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following seven "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 relative to nondiscrimination in federally-

assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which 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 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 contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (7) Disadvantaged Business Obligation
- (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly 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 contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor 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 this Order.
- (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.

State of Kansas
 Department of Administration
 DA-146a (Rev. 1-01)

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. 1-01), 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.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

Attachment 10-Exhibit A (Consultant)

Project No. 19U-2256-01
Crawford County
 Sheet 1 of 2

Supporting Data Sheet
 for
 ESTIMATE OF ENGINEERING FEE

Contract Administration

<u>Work Type</u>	<u>Employee</u>	<u>Est. Hours</u>	<u>Avg. Salary</u>	<u>Extension</u>
1 Preliminary Quantities, Preconstruction Conference, Contract Setup	Project Manager	8	\$ 32.00	= \$ 256.00
	Lead Inspector	8	\$ 25.00	= \$ 200.00
	Inspector	0	\$ 20.00	= \$ -
	Subtotal			\$ 456.00
2 On Site Inspection and Testing	Project Manager	75	\$ 32.00	= \$ 2,400.00
	Lead Inspector	75	\$ 25.00	= \$ 1,875.00
	Materials Tech	75	\$ 20.00	= \$ 1,500.00
	Subtotal			\$ 5,775.00
3 Final Documentation	Project Manager	17	\$ 32.00	= \$ 544.00
	Lead Inspector	20	\$ 25.00	= \$ 500.00
	Subtotal			\$ 1,044.00
Total Direct Payroll Costs				\$ 7,275.00

- 1) Surveying will not be required if Contractor Staking is included in the Construction Contract Proposal or Plans, however consideration should be given, when necessary, to include estimated hours to perform the measurements and surveys that are involved in the determination of final quantities.
- 2) Average salaries of assigned employees to the Project may be used, however verification of Average Salaries may require an audit by KDOT for audit assurance.

Project No. 19U-2256-01
Crawford County

Sheet 2 of 2

Summary Total Direct Payroll Costs

	Hours		Rate	=	Extension
(a) Project Manager	100	@	\$ 32.00	=	\$ 3,200.00
(b) Lead Inspector	103	@	\$ 25.00	=	\$ 2,575.00
(c) Materials Tech	75	@	\$ 20.00	=	\$ 1,500.00
Total Direct Payroll Costs				=	\$ 7,275.00
B. Salary related and General Overhead	154.41%				\$ 11,233.33
C. Total Payroll plus Overhead (A. + B.)					\$ 18,508.33
D. Net Fee					\$ 2,776.25
E. Total Direct Payroll, Overhead and Net Fee ⁴⁾					\$ 21,284.58
F. Direct Expenses (Travel, Postage, Misc.)					
Mileage	4,500	Miles @	\$ 0.55	=	\$ 2,475.00
Total Other Direct Expenses					\$ 2,475.00
TOTAL COST PLUS NET FEE					\$ 23,759.58

~~3) List rental cost estimate of each piece of equipment if cost of rental is expected to exceed \$500. On Final Billing, equipment rental claims must be supported by itemized actual cost statements.~~

4) If any of these charges are part of your overhead factors, these costs will not be treated as direct expenses.

~~5) If a testing laboratory is to be used, a detailed estimate showing costs and person hours, as well as type of tests and cost per test, needs to be added to this Estimate of Engineering Fee. The name of the lab needs to be listed.~~

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c)

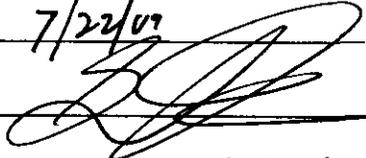
Kansas law (K.S.A. 46-239(c)) requires this agency to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member. That legislator is _____,
Business Telephone _____, Address (Street, City, State, Zip Code) _____

or

X _____ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is a part of this transaction.

Date: 7/22/07
By: 
Project No. 19 U-2256-01
City: Pittsburg
County: Crawford

**REQUIRED CONTRACT PROVISIONS
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
REPORTING REQUIREMENTS FOR RECOVERY ACT CONTRACTS**

This Project is funded partially or wholly by funds appropriated to the state of Kansas under the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). The Recovery Act requires Recipients of Recovery Act funds to collect and compile information for submission to the Federal Highway Administration (FHWA) and United States Congress. Recipients include the Kansas Department of Transportation (KDOT); local public authorities (LPA's) such as Cities, Counties, and Metropolitan Planning Organizations; and other transit agencies. Recipients are required to complete monthly reports containing employment information for the Project and include a provision in their contracts for contractors, subcontractors, and lower-tier subcontractors to complete monthly reports containing employment information for the Project. Recipients must meet these reporting requirements to obtain Recovery Funds.

I. DEFINITIONS. For purposes of this Required Contract Provision only:

a. The term Contractor includes:

(1) An LPA, transit agency, or other recipient of funds appropriated under the Recovery Act (Contractor Recipient).

(2) An entity contracting with the Secretary of Transportation (Secretary) or Contractor Recipient to complete a construction contract (Construction Contractor). The term construction contract means an agreement to perform physical construction of a project using Recovery Act funds.

(3) An entity contracting with the Secretary or a Contractor Recipient to complete a consulting contract (Contractor Consultant). The term consulting contract means:

(a) An agreement to perform Design Services using Recovery Act funds. Design Services include preliminary engineering and technical services or designer construction services such as drawing reviews and plan revisions during construction.

(b) An agreement to perform Inspection Services using Recovery Act funds. Inspection Services include engineering and administrative supervision of a construction contract.

(c) An agreement to perform Inspection Services for a construction contract that uses Recovery Act funds, even though the Inspection Services are not being paid from Recovery Act funds.

b. The term subcontractor includes:

(1) An entity contracting with a Construction Contractor to perform part of the physical work. The term subcontractor does not include entities that supply materials needed to fulfill the construction contract.

(2) An entity contracting with a Contractor Consultant to perform part of the Design Services or Inspection Services.

c. The term lower-tier subcontractor includes:

(1) An entity contracting with a subcontractor to perform part of the physical work. The term lower-tier subcontractor does not include entities that supply materials needed to fulfill the subcontract agreement.

(2) An entity contracting with a subcontractor to perform part of the Design Services or Inspection Services.

II. MONTHLY EMPLOYMENT REPORT. DOT Form 1589 (in lieu of Form FHWA-1589)(Sample Attached)

a. Entities obligated to file DOT Form 1589.

(1) The Construction Contractor shall complete a "MONTHLY EMPLOYMENT REPORT", DOT Form 1589, beginning with the Notice to Proceed date and ending with the Notice of Acceptance of Contract.

(2) The Contractor Consultant shall complete a "MONTHLY EMPLOYMENT REPORT", DOT Form 1589, beginning with the Notice to Proceed date and ending with the date the Contractor Consultant completes all Services the consulting contract requires.

(3) The Contractor Recipient shall complete a "MONTHLY EMPLOYMENT REPORT", DOT Form 1589. The Contractor Recipient shall begin reporting on the Notice to Proceed date for the construction contract or the Notice to Proceed date for the consulting contract, whichever occurs first. The Contractor Recipient shall end reporting on the Notice of Acceptance of Contract for the construction contract or on the date the Contractor Consultant completes all Services for the consulting contract, whichever occurs last.

b. All Contractors shall complete the "MONTHLY EMPLOYMENT REPORT", DOT Form 1589, electronically on KDOT's website by accessing the Economic Stimulus link at www.ksdot.org or using the link at www.ksdot.org/EconomicRecovery.asp and then the Recovery Act Reporting link.

On KDOT Let Projects: The Contractor shall select the box for KDOT Let Projects. The Construction Contractor, Contractor Consultant, or Contractor Recipient shall enter its Contractor number (the unique number KDOT has assigned to each entity that transacts business with KDOT—not the Contractor's FEIN number). After the Contractor enters its Contractor number, the website will generate a list of projects/contracts for that Contractor number and allow the Contractor to:

- (1) select the REPORT, DOT Form 1589, for desired project/contract,
- (2) fill in the required information on the REPORT for that project/contract,
- (3) save the REPORT each time data is entered, and
- (4) submit the REPORT for that project/contract upon completion of the REPORT.

On Non-KDOT Let Projects: The Contractor shall select the box for Projects Not Let by KDOT. The Construction Contractor, Contractor Consultant, or Contractor Recipient shall enter its Contractor number (the unique number KDOT has assigned to each entity that transacts business with KDOT—not the Contractor's FEIN number). If the Construction Contractor or Contractor Consultant does not have a Contractor number with KDOT, obtain a number by contacting the KDOT Director of Operations Office at 785-296-2235. In addition to entering its Contractor number, the Contractor will have to enter the Contract Number between KDOT and the Entity letting the Project. The Entity letting the Project should have furnished this information to the Contractor. After the Contractor has entered its Contractor number and the Contract Number between KDOT and the Letting Entity, the website allows the Contractor to:

- (1) fill in the required information on the REPORT for that project/contract,
- (2) save the REPORT each time data is entered, and
- (3) submit the REPORT for that project/contract upon completion of the REPORT.

The website will not permit the Contractor to submit the REPORT until all fields have been completed.

c. Construction Contractors and Contractor Consultants shall require each subcontractor and lower-tier subcontractor to complete and submit to that Contractor a "MONTHLY EMPLOYMENT REPORT", DOT Form 1589 or Like Report, so these Contractors can include that information in the their on-line electronic REPORT as required by *Subsection II.b*.

(1) A copy of DOT Form 1589 is available to subcontractors and lower-tier subcontractors in Microsoft Excel format on KDOT's internet. Go to www.ksdot.org, select Doing Business With Us, then Letting Information, then DOT Form 1589.

(2) In lieu of DOT Form 1589, Construction Contractors and Contractor Consultants may develop a Like Report for subcontractors and lower-tier subcontractors to furnish the required information to the Contractors. However, such Like Report shall contain the same information required on DOT Form 1589.

(3) Upon completion, subcontractors and lower-tier subcontractors shall furnish the DOT Form 1589 or Like Report to the Construction Contractor or Contractor Consultant, whichever is appropriate. Contractors, subcontractors, and lower-tier subcontractors shall retain copies of the DOT Form 1589 or Like Report for subsequent review and auditing. These Reports should not be sent to the Secretary or Contractor Recipient unless and until specifically requested. As already stated, the Secretary will receive the Contractor's electronic DOT Form 1589 on-line through the Economic Stimulus link.

d. Completing DOT Form 1589

- (1) Enter the Month and Year being reported in Box 1.
- (2) The Contracting Agency is the owner of the Project. Even if KDOT lets and administers the Project as the Contractor Recipient's agent, the Contractor Recipient is the Contracting Agency and will be the entity identified in Box 2 of DOT Form 1589. If the Contractor Recipient is completing the DOT Form 1589 for its direct, on the

project employees as required, the Contractor Recipient will be the Contracting Agency as well as the Contractor identified in Box 7 of DOT Form 1589.

(3) All Contractors (including Contractor Recipients) shall obtain a D-U-N-S number (Dun & Bradstreet Number). Contractors may acquire the D-U-N-S number using the following link: http://www.dnb.com/us/duns_update/. Subcontractors do not have to obtain a D-U-N-S number.

(4) Only Construction Contractors report Disadvantaged Business Enterprise (DBE) information on DOT Form 1589. For the DBE Total Payments to Date, report the total, accumulated payments made to all Kansas-certified DBE's, even if the Project had a self-determined goal or no DBE goal.

(5) For the Number of Employees, report the number of direct, on-the-project employees. This includes employees on the job site, in the field office, in the home office, and in alternative locations who charge time to the project rather than overhead and thus are considered actively engaged in the project. If a Contractor or Subcontractor has no employees to report for that reporting month, enter a "0" in the "Employees" column.

(6) For the Number of Hours, include regular and overtime hours for all direct, on-the-project employees. If a Contractor or Subcontractor has no employees and thus no hours to report for that reporting month, enter a "0" in the "Hours" column.

(7) For the Payroll information, include the direct labor paid for the number of hours reported for the number of direct, on-the-project employees reported. Do not include fringe benefits or overhead for these employees. If a Contractor or Subcontractor has no employees and thus no payroll to report for that reporting month, enter a "0" in the "Payroll" column.

(8) For Subcontractors, enter the names of all subcontractors who will be working on the Project.

- On KDOT-let Projects and for Construction Contractors, the subcontractors' names are populated into the DOT Form 1589 based on the Request for Approval of Subcontractor Form 259. Contractor Consultants will have to manually enter the names of all their subcontractors. It is critical that Construction Contractors submit all Form 259's needed for the Project on or before the Notice to Proceed and that Contractor Consultants enter the names of all their subcontractors on or before the Notice to Proceed even if those subcontractors will not be performing work at the beginning of the Project.
- On non-KDOT Let Projects, the first time the Construction Contractors and Contractor Consultants access the DOT Form 1589, the Contractor shall manually enter the names of all subcontractors who will be working on the Project. It is critical that the Contractor identify all subcontractors who will be working on the Project even if those subcontractors will not be performing work at the beginning of the Project.

(9) Further guidance may be found at www.fhwa.dot.gov/economicrecovery/index.htm.

e. Submitting DOT Form 1589.

All Contractors shall submit the completed on-line "MONTHLY EMPLOYMENT REPORT", DOT Form 1589, on or before the 5th day of the month following the month being reported.

Examples: DOT Form 1589 for the month of June, 2009 shall be completed and submitted on or before July 5, 2009. DOT Form 1589 for the month of July, 2009 shall be completed and submitted on or before August 5, 2009.

The Contractors may compile the information at the end of the last payroll period in the month being reported rather than in the middle of a payroll period. However, be sure to include in the next "MONTHLY EMPLOYMENT REPORT" any days that were not reported in the previous calendar month.

Example: if the last payroll period for June ended June 27, 2009 and the last payroll period for July ended July 25, 2009, DOT Form 1589 for the month of July, 2009 would include employees, hours, and payroll for the days of June 28-30 and July 1-25. The Contractor shall then complete and submit the July 2009 DOT Form 1589 on or before August 5, 2009.

Construction Contractors and Contractor Consultants shall require subcontractors and lower-tier subcontractors to submit their "MONTHLY EMPLOYMENT REPORT" (DOT Form 1589 or Like Report) within the amount of time the Construction Contractor or Contractor Consultant believes is necessary to enable that Contractor to input the data on-line and submit the Report by the 5th day of the Month. A subcontractor's or lower-tier subcontractor's failure to timely furnish to the Contractor a "MONTHLY EMPLOYMENT REPORT" does not excuse the Contractor's obligation to complete and submit the "MONTHLY EMPLOYMENT REPORT", DOT Form 1589, on-line on or before the 5th day of the Month.

III. SANCTIONS

a. For Construction Contractors: If the Construction Contractor fails to complete and submit the on-line "MONTHLY EMPLOYMENT REPORT", DOT Form 1589, on or before the 5th day of the month following the month being reported as required in subsection II e above, the Secretary or other Contractor Recipient may impose one or more of the following sanctions:

(1) Withhold payment of progress payments until the Construction Contractor complies with the reporting requirements of this Required Contract Provision.

(2) Declare the Construction Contractor a non-responsible Contractor under subsection 102.18 of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction (2007 Edition) (Standard Specifications), thereby precluding award of a contract to the Contractor.

(3) Deny the Construction Contractor's approval as a subcontractor on other projects under Standard Specifications subsection 105.9.

(4) Assess damages of \$200.00 per day for every calendar day, or part thereof, that the "MONTHLY EMPLOYMENT REPORT" has not been submitted after the 10 calendar days allowed expire.

(5) Declare the Construction Contractor in breach of contract under Standard Specifications subsection 108.9. However, rather than the 10-day cure time allowed under Standard Specifications subsection 108.9, the Construction Contractor shall have 2 calendar days to cure the default by providing the "MONTHLY EMPLOYMENT REPORT". If the default is not cured within this 2 calendar days, the Secretary may terminate the Construction Contractor from the Project and exercise the Secretary's remedies under Standard Specifications subsection 108.9 or the Secretary may allow the Construction Contractor to remain on the Project. Under either alternative, the Secretary may compile or hire a third party to compile and furnish the required information at the Contractor's and Surety's expense.

(6) Exercise termination or other remedy available in the construction contract between the Construction Contractor and Contractor Recipient.

(7) Take other action that FHWA authorizes for non-compliance with this Required Contract Provision.

b. For Contractor Consultants: If the Contractor Consultant fails to complete and submit the on-line "MONTHLY EMPLOYMENT REPORT", DOT Form 1589, within 10 calendar days after the last Saturday in the month being reported, the Secretary of Transportation or other Contractor Recipient may impose one or more of the following sanctions:

(1) Withhold payment of progress payments until the Contractor Consultant complies with the reporting requirements of this Required Contract Provision.

(2) Refrain from negotiating with the Contractor Consultant on other Engineering Agreements until the Contractor Consultant complies with the reporting requirements of this Required Contract Provision.

(3) Deny the Contractor Consultant's approval as a subcontractor on other projects.

(4) Assess damages of \$200.00 per day for every calendar day, or part thereof, that the "MONTHLY EMPLOYMENT REPORT" has not been submitted after the 10 calendar days allowed expire.

(5) Declare the Contractor Consultant in breach of contract. However, rather than utilizing procedures outlined in the KDOT's Consultant Standard of Care Policy, the Contractor Consultant shall have 2 calendar days to cure the default by providing the "MONTHLY EMPLOYMENT REPORT". If the default is not cured within this 2 calendar days, the Secretary may terminate the Contractor Consultant from the Project or the Secretary may allow the Contractor Consultant to remain on the Project. Under either alternative, the Secretary may compile or hire a third party to compile and furnish the required information at the Contractor Consultant's expense.

(6) Exercise termination or other remedy available in the consulting contract between the Contractor Consultant and Contractor Recipient.

(7) Take other action that FHWA authorizes for non-compliance with this Required Contract Provision.

c. For Contractor Recipients. If a Contractor Recipient fails to complete and submit the on-line "MONTHLY EMPLOYMENT REPORT", DOT Form 1589, within 10 calendar days after the last Saturday in the month being reported, the Secretary may impose one of the following sanctions:

(1) Refrain from entering into other agreements with the Contractor Recipient for other projects until the Contractor Consultant complies with the reporting requirements of this Required Contract Provision.

(2) Assess damages of \$200.00 per day for every calendar day, or part thereof, that the "MONTHLY EMPLOYMENT REPORT" has not been submitted after the 10 calendar days allowed expire.

(3) Declare the Contractor Recipient in breach of contract and compile or hire a third party to compile and furnish the required information at the Contractor Recipient's expense.

- (4) Require the Contractor Recipient to reimburse the Secretary for Recovery Act funds lost because of the Recipient's failure to comply with this Required Contract Provision.
- (5) Take other action that FHWA authorizes for non-compliance with this Required Contract Provision.

d. The Secretary is responsible to the FHWA for administering this provision even if the Contractor Recipient lets the project. Thus, the Contractor Recipient shall obtain the Secretary's permission before imposing one or more of the sanctions identified in **subsection III.a or III.b.**

06-05-09 C&M (CB)

**REQUIRED CONTRACT PROVISIONS
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
IMPLEMENTATION OF SECTION 902 AND 1515(b)**

This Project is funded partially or wholly by funds appropriated to the state of Kansas under the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). The Recovery Act requires Recipients of Recovery Act funds to allow representatives of the United States Comptroller General and Office of Inspector General to examine records and interview persons of firms working on Contracts that use Recovery Act Funds. Recipients of Recovery Act funds include the Kansas Department of Transportation (KDOT); local public authorities (LPA's) such as Cities, Counties, and Metropolitan Planning Organizations; and other transit agencies.

I. DEFINITIONS: For purposes of this Required Contract Provision only,

a. The term Contract includes:

- An agreement between the Secretary and another Recipient of Recovery Act funds.
- A construction contract. The term construction contract means an agreement to perform physical construction of a project using Recovery Act funds.
- A consulting contract. The term consulting contract means:
 - An agreement to perform Design Services using Recovery Act funds. Design Services include preliminary engineering and technical services or designer construction services such as drawing reviews and plan revisions during construction.
 - An agreement to perform Inspection Services using Recovery Act funds. Inspection Services include engineering and administrative supervision of a construction contract.
 - An agreement to perform Inspection Services for a construction contract that uses Recovery Act funds, even though the Inspection Services are not being paid from Recovery Act funds.

b. The term Contractor includes:

- An entity contracting with a Recipient of Recovery Act funds to complete a construction contract.
- An entity contracting with a Recipient of Recovery Act funds to perform a consulting contract.

c. The term subcontractor includes:

- An entity contracting with a Contractor as defined above;
- An entity contracting with a subcontractor or lower-tier subcontractor to perform part of the physical work for the construction contract or to perform engineering or other technical services for the consulting contract;
- An entity contracting with a Contractor, a subcontractor, or a lower-tier subcontractor to supply materials needed to fulfill the construction contract or the consulting contract.

II. RECOVERY ACT SECTION 902. COMPTROLLER GENERAL'S AUTHORITY.

Section 902 of the American Recovery and Reinvestment Act (ARRA or Recovery Act) of 2009 requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

“(1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.”

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

III. RECOVERY ACT SECTION 1515(b) OIG'S AUTHORITY.

Section 1515(b) of the ARRA or Recovery Act provides that for "each contract or grant awarded using ARRA funds, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), has the authority to:

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, [subcontractors], grantee, subgrantee, or any [state or local government] agency [administering the contract], regarding such transactions."

Accordingly, the Inspector General and any representatives of the Inspector General shall have the authority and rights as provided under Section 1515(b) of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 1515(b) further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

IV. AUDITS.

Nothing in this Required Contract Provision limits the existing authority of the Federal Highway Administration or any other governmental entity to audit the contract.

05-12-09 C&M (CB)

