

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 12, 2009
7:00 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation – K.O. NooNoo, First Presbyterian Church
- b. Flag Salute Led by the Mayor
- c. Proclamation - National Preservation Month - Received by Sara Henry
- d. Public Input

CONSENT AGENDA:

- a. Approval of the minutes of the April 28th, 2009, Special City Commission Meeting.
- b. Approval of the minutes of the April 28th, 2009, City Commission Meeting Minutes.
- c. Approval of staff recommendation to award the bid for a four-year lease of thirty electric golf carts to Masek Golf Car Company, of Gering, Nebraska, based on their low bid meeting specifications of \$81,751.91.
- d. Approval of the request submitted by Cory Stewart, Lessee of Kiddieland, to extend her lease with the City through October 31, 2013, and authorization for the Mayor to sign the Fifth Addendum on behalf of the City.
- e. Approval of Ordinance No. G-1065 amending Section 18-63(a) of the Pittsburg City Code by deleting Section 105.2(2) of the International Building Code and requiring building permits for fences. **Second Reading - ROLL CALL VOTE.**
- f. Approval of Ordinance No. G-1066 amending Section 78-75 of the Pittsburg City Code and changing the flow of traffic on South Elm Street between East Lindburg Avenue and East Ford Street and South Locust Street between East Lindburg Avenue and East Ford Street (Request of PSU). **Second Reading - ROLL CALL VOTE.**
- g. Approval of Ordinance No. G-1068, amending Section 6-141 of the Pittsburg City Code to permit the consumption of alcoholic beverages on the premises of Europe Park. **First Reading, if the Governing Body concurs.**

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- h. Approval of the Appropriation Ordinance for the period ending May 13, 2009, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

CONSIDER THE FOLLOWING:

- a. **LAND SALE - CHAMPION FLOORING** - Staff is recommending the sale of a small strip of land in the Northeast Industrial Park (the remaining east side of lot #3 about 50' west of the lot #4 boundary by the entire N,S length of the NEIP) to Champion Flooring to ease their expansion, for a sale price of \$700.00. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

- b. **REQUEST TO REZONE** - The Planning and Zoning Commission, in its meeting of April 27th, 2009, voted unanimously to recommend Governing Body approval of a request submitted by C. L. Farabi/City of Pittsburg to rezone the 1100 and 1200 Blocks of North Broadway and the 1300 Block of North Pine from CP-2 Planned General Commercial to CP-4 Planned Central Business. **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 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.)**

- c. **ENGINEERING SERVICES AGREEMENT - SOUTHEAST LIFT STATION IMPROVEMENTS** - Staff is requesting approval of the Engineering Services Agreement provided by Professional Engineering Consultants, P.A. (PEC) for the study, design, contract administration and inspection of the Southeast Lift Station Improvements Project. **Approve or disapprove the Engineering Services Agreement with PEC and, if approved, authorize the City Manager to sign on behalf of the City.**

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- d. DISPOSITION OF BIDS FOR FIRE STATION AND LAW ENFORCEMENT CENTER EXERCISE EQUIPMENT - Staff is recommending awarding the purchase of exercise equipment to Exercise and Rehab Equipment of Springfield, Missouri based on their bid meeting specifications in the amount of \$41,800. **Approve or disapprove request, and if approved, authorize staff to issue the necessary purchase order.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

Office of the Mayor
CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: Historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

Whereas: Historic preservation is relevant for communities across the nation both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

Whereas: It is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

Whereas: “*This Place Matters*” is the Theme for National Preservation Week 2009, cosponsored by The Stilwell Heritage and Educational Foundation and The National Trust for Historic Preservation.

Now, Therefore, I, Rudy Draper, Mayor of the City of Pittsburg, Kansas, do hereby proclaim May 2009, as

NATIONAL PRESERVATION MONTH

and call upon the people of Pittsburg, Kansas, to join their fellow citizens across the United States in recognizing and participating in this special observance.

Dated this 12th day of May, 2009.

ATTEST:

CITY CLERK

MAYOR

OFFICIAL MINUTES
OF THE SPECIAL MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
April 28th, 2009

A Special Session of the Board of Commissioners was held at 6:00 p.m., Tuesday, April 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.

EXECUTIVE SESSION - On motion of Ruston, seconded by O'Bryan, the Governing Body recessed into Executive Session not to exceed 60 minutes for discussion regarding personnel matters of non-elected personnel. Motion carried.

The Governing Body recessed into Executive Session at 6:00 p.m.

The Governing Body reconvened into Special Session at 6:44 p.m.

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

ADJOURNMENT: On motion of Rushton, seconded by Henderson, the Governing Body adjourned the meeting at 6:45 p.m.

Rudy Draper, Mayor

ATTEST:

Tammy Nagel, City Clerk

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

A Regular Session of the Board of Commissioners was held at 7:00 p.m., Tuesday, April 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.

Jim Akins, First United Methodist Church, provided the invocation.

Mayor Draper led the flag salute.

Mayor Draper proclaimed the month of April, 2009, as Child Abuse Prevention Month in Pittsburg.

Mayor Draper proclaimed Saturday, May 9th, 2009, as Stamp Out Hunger Day in Pittsburg.

Mayor Draper proclaimed the week of May 3rd to May 9th, 2009, as American Humane's Be Kind To Animals Week in Pittsburg.

PUBLIC INPUT –

Commissioner Marty Beezley thanked the Department Heads for the weekly reports provided to the Commissioners.

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

ORDINANCE NO. G-1063 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Ordinance No. G-1063 amending Section 70-126 of the Pittsburg City Code regarding City issued registration licenses to collect or remove solid waste within the Pittsburg city limits on second reading with the following roll call vote: Yea: Beezley, Draper, Henderson, O'Bryan and Rushton. Motion carried.

ORDINANCE NO. G-1064 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Ordinance No. G-1064 annexing, including and incorporating certain land within the limits and boundaries of the City of Pittsburg, Kansas, in conformity with the provisions of K.S.A. 12-520 et seq., as amended on second reading with the following roll call vote: Yea: Beezley, Draper, Henderson, O'Bryan and Rushton. Motion carried. (Request of Ken and Debbie Brock).

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ORDINANCE NO. G-1066 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Ordinance No. G-1066 amending Section 78-75 of the Pittsburg City Code and changing the flow of traffic on South Elm Street between East Lindburg Avenue and East Ford Street and South Locust Street between East Lindburg Avenue and East Ford Street (Request of PSU) on first reading. Motion carried.

FINAL PAYMENT – LIBRARY ROOF REPAIR PROJECT – On motion of Beezley, seconded by O'Bryan, the Governing Body approved final payment to Mid-America Roofing, of Frontenac, Kansas, in the amount of \$5,187.88 for the Pittsburg Historic Library Roof Repair Project (Total Contract - \$58,628.75). Motion carried.

CHANGE ORDER NO. 1 AND FINAL PAYMENT – PSU SANITARY SEWER IMPROVEMENTS PROJECT – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Change Order No. 1 reflecting a deduct of \$8,667.91 making a new contract construction amount of \$258,490.85 and final payment to Jim Radell Construction Co., Inc., of Pittsburg, Kansas, in the amount of \$100,197.82 for the PSU Sanitary Sewer Improvements Project (Laterals 114, 114 Extension A & B, and 115 of Main 3). Motion carried.

CHANGE ORDER NO. 4 – SANITARY SEWER MANHOLE REHABILITATION PROJECT – YEAR 5 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Change Order No. 4 reflecting an increase of \$22,492.80 making a new contract construction amount of \$401,556.20 for the Sanitary Sewer Manhole Rehabilitation (Year 5) Project. Motion carried.

CHANGE ORDER NO. 24 – FIRE STATION NO. 1 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Change Order No. 24 reflecting a deduction of \$1,866.12 making a new contract construction amount of \$4,430,462.18 for Fire Station #1. Motion carried.

CHANGE ORDER NO. 25 – POLICE/COURTS FACILITY – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Change Order No. 25 reflecting an increase of \$3,179 making a new contract construction amount of \$6,777,969.56 for the Police/Courts Facility. Motion carried.

CHANGE ORDER NO. 26 – POLICE/COURTS FACILITY – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Change Order No. 26 reflecting a deduction of \$2,056 making a new contract construction amount of \$6,775,913.56 for the Police/Courts Facility. Motion carried.

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CHANGE ORDER NO. 27 – POLICE/COURTS FACILITY – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Change Order No. 27 reflecting a deduction of \$10,000 making a new contract construction amount of \$6,765,913.56 for the Police/Courts Facility. Motion carried.

DISPOSITION OF BIDS – HM-4 FLINT CHAT AND AB-3 LIMSTONE ROCK – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the bids for the annual purchase of HM-4 Flint Chat to Kunshek Chat & Coal, Inc., of Pittsburg, Kansas, on the basis of their low bid meeting specifications of \$7.17 per ton, and the bid for the annual purchase of AB-3 Limestone Rock to Kunshek Chat & Coal, Inc., of Pittsburg, Kansas, on the basis of their low bid meeting specifications of \$6.17 per ton. Motion carried.

APPROPRIATION ORDINANCE – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the Appropriation Ordinance for the period ending April 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.

DISPOSITION OF BIDS – READY MIX CEMENT/FLOWABLE FILL – On motion of Beezley, seconded by Draper, the Governing Body approved the low bid meeting specifications for the annual purchase of Ready Mix Cement/Flowable Fill submitted by Dwayne O'Brien, of Pittsburg, Kansas, as follows: 3500 p.s.i. concrete \$74.02 per cubic yard, 4000 p.s.i. concrete \$76.42 per cubic yard, high early strength concrete \$86.38 per cubic yard, flowable fill \$56.71 per cubic yard, hot water \$5.00 per cubic yard, and 2% calcium chloride \$5.00 per cubic yard. Motion carried.

Commissioner Henderson recommended requiring bidders to use their business address when bidding on items for the City of Pittsburg. Commissioners discussed concerns regarding situations where the low bidder is unavailable to deliver their product, and the second lowest bidder is contacted. In these situations, the City pays a higher fee to the second lowest bidder.

DANCE HALL LICENSE RENEWAL - MCCARTHY'S PUB – On motion of O'Bryan, seconded by Rushton, the Governing Body approved the application submitted by Bryan Hanson, to renew the Dance Hall License for McCarthy's Pub, and directed the City Clerk to issue the license. Motion carried.

MEDICAL CLINIC – On motion of O'Bryan, seconded by Beezley, the Governing Body approved a three month trial of a City-sponsored medical clinic to operate at the previous Armory facility on Wednesday mornings from 8:00 a.m. to noon as a service to City employees, their dependents and retirees who are on the City's insurance plan. Motion carried.

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FIBER OPTIC SERVICE - AIRPORT BUSINESS PARK – On motion of Beezley, seconded by Henderson, the Governing Body approved the recommendation of the Economic Development Advisory Committee to extend fiber optic service in the Airport Business Park West for a City share amount not to exceed \$55,000, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

PRESBYTERIAN CHURCH FUND NONPROFIT GRANT PROGRAM GUIDELINES – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the guidelines for the Non-Profit Grant Program as recommended by the Citizens Advisory Board with a maximum of \$20,000 to be expended from the funding set aside for this program for the year 2009. Motion carried.

It was the consensus of the Governing Body that staff may return with further recommendations for use of additional money from the funding set aside for the Presbyterian Church Fund.

HOUSING REHABILITATION AND EMERGENCY REHABILITATION GUIDELINES – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the guidelines for the Housing Rehabilitation & Emergency Rehabilitation Program as recommended by the Citizens Advisory Board. Motion carried.

ORDINANCE NO. G-1065 – On motion of Rushton, seconded by Henderson, the Governing Body approved Ordinance No. G-1065, amending Section 18-63(a) of the Pittsburg City Code by deleting Section 105.2(2) of the International Building Code and requiring building permits for fences, on first reading. Motion carried.

RESOLUTION NO. 1083 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Resolution No. 1083 adopting the Crawford County Multi-Hazard Mitigation Plan, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

NON-AGENDA REPORTS AND REQUESTS –

FEDERAL STIMULUS FUNDING – Director of Public Utilities Dr. John Bailey reviewed recent projects to upgrade the City's sanitary sewer system. Dr. Bailey explained that the City had previously secured a low interest loan in the amount of \$4,000,000 from the Kansas Department of Health and Environment for the repair of the City's sanitary sewer system. Dr. Bailey announced that the City has been notified that in conjunction with the Federal Stimulus Funding Program – American Recovery and Reinvestment Act - 50% of the loan to rebuild the southeast lift station (\$503,500) and 50% of the loan to purchase utility equipment (\$139,182) will be forgiven.

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RESOLUTION NO. 1077 - IDENTITY THEFT PREVENTION PROGRAM – On motion of Henderson, seconded by Rushton, the Governing Body adopted Resolution No. 1077 adopting an Identity Theft Prevention Program for the City of Pittsburg, Kansas. Motion carried.

AIRPORT MASTER PLAN AND AIRPORT LAYOUT PLAN – INDEPENDENT COST ANALYSIS - On motion of Beezley, seconded by Rushton, the Governing Body approved of a Consultant Services Agreement to begin work on reviewing the Scope of Services and fees of PEC/BWR for the preparation of the update of the Airport Master Plan and Airport Layout Plan. Motion carried.

DEDICATION OF NEWLY CONSTRUCTED POLICE AND FIRE FACILITIES – Commissioners Marty Beezley and Bill Rushton volunteered to be on a committee to plan open houses and dedications of the newly constructed police and fire facilities. Motion carried.

ADJOURNMENT: On motion of Henderson, seconded by Rushton, the Governing Body adjourned the meeting at 8:30 p.m. Motion carried.

Rudy Draper, Mayor

ATTEST:

Tammy Nagel, City Clerk



Interoffice Memorandum

TO: John D. VanGorden
Interim City Manager

FROM: Jeff Wilbert
Interim Parks and Recreation Director

DATE: May 6, 2009

SUBJECT: Agenda Item – May 12th, 2009
Four Oaks Golf Course-Golf Cart Lease

Staff is recommending Governing Body approval of the low bid received from Masek Golf Car Company for the lease of golf carts.

Masek presented the low bid for electric carts and we recommend approval of option #2 in the amount of \$81,751.91.

We extended our lease on our current carts through June 30, 2009. Masek reduced our 1st payment by the \$6,000.00 lease extension to \$15,466.58 with our subsequent payments being \$22,095.11 in 2010, 2011 and 2012.

Our income from our carts over the past four year lease was \$233,491.60.

Please place this item on the agenda for the May 12th 2009, City Commission Meeting. Action needed is review of the recommendation, and if approved, authorize the Mayor to sign the necessary papers.

If you have any questions, please give me a call.

CITY OF PITTSBURG, KANSAS

Recapitulation of Bids Received Golf Cars – Four Oaks Golf Course Tuesday, April 21st, 2009 - 2 p.m.

Name and Address of Bidder	Four-year lease of 30 golf cars with no trade in
Masek Golf Car Co. 425 M Street Gering, Nebraska 69341	Option 1 - \$81,223.36 Option 2 - \$81,751.91
Clear Creek Vehicles 350 South Ingram Mill Road Springfield, Missouri 65802	Option 1 - \$92,088 / \$90,540 Option 2 - \$79,200 / \$78,480



Interoffice Memorandum

TO: John D. VanGorden
Interim City Manager

FROM: Jeff Wilbert
Interim Parks and Recreation Director

DATE: April 27th, 2009

SUBJECT: Agenda Item –May 12, 2009
Fifth Addendum to Kiddieland Lease Agreement

Staff is recommending Governing Body approval of a request submitted by Cory Stewart, Lessee of Kiddieland, to extent her current lease agreement with the City through the 2013 operating season.

Mrs. Stewart and her husband met recently with City staff to discuss her lease agreement. She explained that the train is in need of a new engine and wheels and another ride is in need of repairs. She is willing to spend approximately \$8,000.00 to repair both rides but needs an extension of her lease in order to recoup her expense.

Please place this item on the agenda for the May 12th, 2009, City Commission Meeting. Action needed is review of the recommendation, and if approved, authorize the Mayor to sign the Fifth Addendum to the Kiddieland Lease Agreement.

If you have any question, please call.

Attached: Fifth Addendum to Kiddieland Lease Agreement

FIFTH ADDENDUM TO KIDDIELAND LEASE AGREEMENT

WHEREAS, a certain Lease Agreement (the Agreement) dated March 1, 2001 was entered into by and between Cory Stewart, as Lessee, and The City of Pittsburg, Kansas, a municipal corporation, as Lessor, for the right to operate the concession stand and children's amusement rides known as Kiddieland in Lincoln Park in the City of Pittsburg, Kansas.

WHEREAS, Lessee has requested to extend the lease term until October 31, 2013; and

WHEREAS, Lessor has agreed to extend the least term until October 13, 2013 provided that Lessee complies with and abides by all other terms and conditions of the Agreement and previous Addendums.

THEREFORE, IT IS HEREBY AGREED AND UNDERSTOOD by the parties as follows:

- 1) The term of this agreement shall be extended until October 31st, 2013.
- 2) All other terms and conditions of the Agreement dated March 1st, 2001, and all previous Addendums between the parties for the right to operate the concession stand and children's amusement rides remain unchanged.

Dated this _____ day of _____, 2009.

LESSOR:

THE CITY OF PITTSBURG, KANSAS

By _____
Mayor – Rudy Draper

ATTEST:

City Clerk - Tammy Nagel

LESSEE:

Cory Stewart

(Published in The Morning Sun _____, 2009)

ORDINANCE NO. G-1068

AN ORDINANCE amending Section 6-141 of the Pittsburg City Code to permit the consumption of alcoholic beverages on the premises of Europe Park.

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

Section 1. Section 6-141 of the Pittsburg City Code is amended to read as follows:

Sec. 6-141. Consumption on public property.

No person shall drink or consume any alcoholic liquor on public property except that this Section shall not apply to the following premises: Lincoln Center, Memorial Auditorium, Schlanger Community Center, Europe Park and the Senior Center at 3003 North Joplin Street, and premises which are furnished to or occupied by any state officer or employee as a residence.

Section 2. This Ordinance shall take effect upon its passage and publication in the official city newspaper.

PASSED AND APPROVED this _____ day of April, 2009.

Mayor – Rudy Draper

ATTEST:

Tammy Nagel - City Clerk

VENDOR SET: 99 City of Pittsburg, KS

BANK: * ALL BANKS

DATE RANGE: 4/22/2009 THRU 5/05/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	4/28/2009			159384		
C-CHECK	VOID CHECK	V	5/05/2009			159451		
C-CHECK	VOID CHECK	V	5/05/2009			159452		

* * T O T A L S * *

	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

	VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	3	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: * TOTALS: 3 0.00 0.00 0.00

BANK: * TOTALS: 3 0.00 0.00 0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5589	ALLTEL	R	4/22/2009			159375		551.43
4263	COX COMMUNICATIONS	R	4/22/2009			159376		1,233.02
2519	EAGLE BEVERAGE CO INC	R	4/22/2009			159377		117.55
5561	AT&T MOBILITY	R	4/23/2009			159378		607.71
0500	S SCOTT CRAIN	R	4/24/2009			159379		696.46
5284	B&R SERVICES INC	R	4/28/2009			159380		1,000.00
5544	REBEKAH LYNCH	V	4/28/2009			159381		225.00
5544	REBEKAH LYNCH							
5544	REBEKAH LYNCH							
M-CHECK	VOID CHECK	V	4/28/2009			159381		225.00CR
5994	SEKC HUMAN RESOURCE ASSOCIATIO	R	4/28/2009			159382		20.00
2916	US CELLULAR	R	4/28/2009			159383		2,587.94
0094	M&I BANK	R	4/30/2009			159416		250.00
6135	MCNEARNEY & ASSOCIATES LLC	R	4/30/2009			159417		195.92
5503	NEWMAN, REYNOLDS AND RIFFEL	R	4/30/2009			159418		46.41
6136	US DEPARTMENT OF EDUCATION	R	4/30/2009			159419		270.48
6183	CARA WARD	R	4/30/2009			159420		82.74
5544	REBEKAH LYNCH	R	5/01/2009			159428		125.00
6238	NAPSAC	R	5/01/2009			159429		100.00
1108	WESTAR ENERGY	R	5/01/2009			159430		24.24
6020	TOBY'S CARNIVAL INC	R	5/01/2009			159431		991.62
4263	COX COMMUNICATIONS	R	5/05/2009			159450		3,525.15
4254	AL'S TOOL REPAIR	R	5/05/2009			159453		38.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5966	BOBCAT OF SPRINGFIELD	R	5/05/2009			159454		103.70
6008	CONTINENTAL CARBONIC PRODUCTS	R	5/05/2009			159455		1,235.81
5054	KANSAS ASSOC FOR COURT MANAGEM	R	5/05/2009			159456		50.00
0089	KANSAS ASSOCIATION CHIEFS OF P	R	5/05/2009			159457		325.00
6066	ELLIOTT LODGING LTD	R	5/05/2009			159458		919.38
5910	PRICE T PRINTING	R	5/05/2009			159459		461.60
1591	SEARS COMMERCIAL ONE	R	5/05/2009			159460		275.49
5986	UNIVERSITY PRESS OF KANSAS	R	5/05/2009			159461		59.88
0011	AMERICAN ELECTRIC INC	E	4/29/2009			999999		794.26
0034	CRONISTER BROTHERS, INC	E	4/29/2009			999999		731.41
0039	BATTERY MART INC	E	4/29/2009			999999		238.21
0046	ETTINGERS OFFICE SUPPLY	E	4/29/2009			999999		1,232.58
0054	JOPLIN SUPPLY COMPANY	E	4/29/2009			999999		547.49
0055	JOHN'S SPORT CENTER	E	4/29/2009			999999		36.96
0063	LOCKE WHOLESALE SUPPLY	E	4/29/2009			999999		191.92
0064	MATADORE CO	E	4/29/2009			999999		45.36
0065	KONE INC.	E	4/29/2009			999999		3,202.71
0074	RUSSELL BELDEN ELECTRIC COMPAN	E	4/29/2009			999999		877.00
0078	SUPERIOR LINEN SERVICE	E	4/29/2009			999999		301.08
0083	WATER PRODUCTS INC	E	4/29/2009			999999		2,216.20
0087	FORMS ONE	E	4/29/2009			999999		96.60
0088	D & H LEASING INC	E	4/29/2009			999999		241.27

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0094	M&I BANK	D	5/01/2009			999999		69.00
0101	BUG-A-WAY INC	E	4/29/2009			999999		60.00
0105	PITTSBURG AUTOMOTIVE INC	E	4/29/2009			999999		866.63
0112	MARRONES INC	E	4/29/2009			999999		210.05
0128	MT CARMEL MEDICAL CENTER	E	4/29/2009			999999		115.85
0135	PITTSBURG AREA CHAMBER OF COMM	E	4/29/2009			999999		1,000.00
0142	HECKERT CONSTRUCTION CO INC	E	4/29/2009			999999		2,977.90
0145	BROADWAY LUMBER COMPANY, INC.	E	4/29/2009			999999		492.80
0154	BLUE CROSS & BLUE SHIELD	D	4/24/2009			999999		50,077.37
0154	BLUE CROSS & BLUE SHIELD	D	4/30/2009			999999		97,633.38
0154	BLUE CROSS & BLUE SHIELD	D	5/01/2009			999999		24,190.90
0163	O'REILLY AUTOMOTIVE INC	E	4/29/2009			999999		14.98
0176	BAKER & TAYLOR INC	E	4/29/2009			999999		3,640.17
0177	BOOK WHOLESALERS INC	E	4/29/2009			999999		155.69
0179	FILTER-TEK, INC.	E	4/29/2009			999999		140.45
0181	INGRAM	E	4/29/2009			999999		10.19
0191	XEROX CORP	E	4/29/2009			999999		416.11
0199	KIRKLAND WELDING SUPPLIES	E	4/29/2009			999999		39.10
0200	SHERWIN WILLIAMS COMPANY	E	4/29/2009			999999		378.54
0201	SPICER-ADAMS WELDING, INC.	E	4/29/2009			999999		65.50
0207	PEPSI-COLA BOTTLING CO OF PITT	E	4/29/2009			999999		78.00
0224	KDOR	D	4/22/2009			999999		1,080.26

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0276	JOE SMITH COMPANY, INC.	E	4/29/2009			999999		87.08
0278	LAWSON PRODUCTS INC	E	4/29/2009			999999		63.29
0289	TITLEIST	E	4/29/2009			999999		184.18
0292	UNIFIRST CORPORATION	E	4/29/2009			999999		118.76
0294	COPY PRODUCTS INC	E	4/29/2009			999999		921.80
0300	PITTSBURG FORD-MERCURY, INC.	E	4/22/2009			999999		67,947.00
0300	PITTSBURG FORD-MERCURY, INC.	E	4/29/2009			999999		68.95
0303	601 DONUT SHOP	E	4/29/2009			999999		21.48
0304	AIRKEM MIDWEST SALES INC	E	4/29/2009			999999		167.47
0306	CASTAGNO OIL CO INC	E	4/29/2009			999999		73.26
0308	DOBRAUC OIL COMPANY INC	E	4/29/2009			999999		405.70
0328	KANSAS ONE-CALL SYSTEM	E	4/29/2009			999999		350.40
0329	O'MALLEY IMPLEMENT CO INC	E	4/29/2009			999999		396.18
0331	OVERHEAD DOORS INC	E	4/29/2009			999999		390.00
0332	PITTCRAFT PRINTING	E	4/29/2009			999999		2,125.85
0335	CUSTOM AWARDS PLUS INC	E	4/29/2009			999999		116.84
0339	GENERAL MACHINERY	E	4/29/2009			999999		323.28
0341	RADIO SHACK CORP.	E	4/29/2009			999999		11.48
0348	TYRELL'S SERVICE INC	E	4/29/2009			999999		4,029.66
0364	CRAWFORD COUNTY SHERIFF	E	4/29/2009			999999		2,976.00
0373	BROADWAY ELECTRONICS INC	E	4/29/2009			999999		7,270.00
0375	CONVENIENT WATER COMPANY	E	4/29/2009			999999		160.40

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0420	CONTINENTAL RESEARCH CORP	E	4/29/2009			999999		159.28
0444	ROBERT BRENT LINDER	E	4/29/2009			999999		19,106.00
0534	TYLER TECHNOLOGIES	E	4/29/2009			999999		2,445.00
0573	WORLDWIDE DIRECTORY PRODUCT SA	E	4/29/2009			999999		1,038.21
0581	JOE HARDING INC	E	4/29/2009			999999		84.00
0589	BERRY TRACTOR & EQUIPMENT	E	4/29/2009			999999		328.92
0623	CALVIN JONES	E	4/29/2009			999999		240.00
0690	TREASURED IMAGES	E	4/29/2009			999999		45.05
0709	BATES SALES COMPANY INC	E	4/29/2009			999999		213.71
0711	HAYNES EQUIPMENT CO INC	E	4/29/2009			999999		143.89
0714	SHARE CORPORATION	E	4/29/2009			999999		750.00
0751	ULTRA-CHEM INC	E	4/29/2009			999999		170.46
0806	JOHN L CUSSIMANIO	E	4/29/2009			999999		400.00
0823	TOUCHTON ELECTRIC INC	E	4/29/2009			999999		573.60
0942	CONRAD MACHINE INC	E	4/29/2009			999999		265.00
0953	J A SEXAUER INC	E	4/29/2009			999999		63.61
0961	KANSAS JUDICIAL COUNCIL	E	4/29/2009			999999		100.00
1141	THE G W VAN KEPPEL COMPANY	E	4/29/2009			999999		103.70
1150	INDUSTRIAL SALES CO INC	E	4/29/2009			999999		96.56
1197	WARREN L MCCANN	E	4/29/2009			999999		50.00
1235	RHODES GROCERY INC	E	4/29/2009			999999		278.56
1347	ELECTRIC MOTOR SUPPLY INC	E	4/29/2009			999999		320.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1478	KANSASLAND TIRE OF PITTSBURG	E	4/29/2009			999999		86.00
1490	ESTHERMAE TALENT	E	4/29/2009			999999		25.00
1617	KANSAS EMPLOYMENT SECURITY FUN	D	4/24/2009			999999		5,803.50
1619	MIDWEST TAPE	E	4/29/2009			999999		102.85
1977	CDW GOVERNMENT, INC.	E	4/29/2009			999999		6,539.51
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	4/29/2009			999999		375.70
2027	COLLEEN BROOKS	E	4/29/2009			999999		112.50
2111	DELL MARKETING L.P.	E	4/29/2009			999999		4,045.90
2165	CP COMMUNICATIONS	E	4/29/2009			999999		39.90
2226	KEY EQUIPMENT & SUPPLY CO INC	E	4/29/2009			999999		188.15
2350	WCA WASTE SYSTEMS INC	E	4/29/2009			999999		176.06
2767	BRENNTAG SOUTHWEST, INC	E	4/29/2009			999999		2,280.00
2825	KANSAS DEPT OF ADMINISTRATION	E	4/29/2009			999999		544.66
2864	MTI DISTRIBUTING INC	E	4/29/2009			999999		15,579.71
2960	PACE ANALYTICAL SERVICES INC	E	4/29/2009			999999		210.00
3192	MUNICIPAL CODE CORP	E	4/29/2009			999999		242.00
3261	PITTSBURG AUTO & GLASS	E	4/29/2009			999999		340.00
3288	HOLIDAY TERRACE LLC	E	4/29/2009			999999		115.00
3697	LR ENTERPRISES LLC	E	4/29/2009			999999		172.00
3743	STANION WHOLESALE ELECTRIC	E	4/29/2009			999999		33.89
3971	FASTENAL COMPANY	E	4/29/2009			999999		173.07
4133	T.H. ROGERS HOMECENTER	E	4/29/2009			999999		90.18

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4163	TICKETSAGE INC	E	4/29/2009			999999		175.00
4186	KEN WILKERSON	E	4/29/2009			999999		1,400.00
4277	AMERICAN EQUIPMENT CO	E	4/29/2009			999999		25.23
4307	HENRY KRAFT, INC.	E	4/29/2009			999999		3.76
4354	LIFESTYLE LEASING INC	E	4/29/2009			999999		600.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	4/29/2009			999999		876.27
4447	CMC INC	E	4/29/2009			999999		260.45
4452	FEE INSURANCE GROUP	E	4/29/2009			999999		2,162.00
4501	JAMES D PATTERSON	E	4/29/2009			999999		162.00
4660	TURFGRASS, INC.	E	4/29/2009			999999		4,157.00
4711	RANDOM HOUSE, INC.	E	4/29/2009			999999		319.20
4784	SBS	E	4/29/2009			999999		1,442.12
5049	CRH COFFEE INC	E	4/29/2009			999999		28.90
5236	SHOWCASES	E	4/29/2009			999999		132.84
5275	US LIME COMPANY-ST CLAIR	E	4/29/2009			999999		3,361.50
5340	COMMERCE BANK TRUST	E	4/29/2009			999999		18,865.28
5474	THE UPS STORE	E	4/29/2009			999999		28.60
5519	TOTAL ELECTRONICS CONTRACTING	E	4/29/2009			999999		168.75
5552	NATIONAL SIGN CO INC	E	4/29/2009			999999		244.25
5590	HD SUPPLY WATERWORKS LTD	E	4/29/2009			999999		547.50
5635	LASER EQUIPMENT INC	E	4/29/2009			999999		91.50
5665	MSM SYSTEMS INC	E	4/29/2009			999999		52.32

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE: 4/22/2009 THRU 5/05/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5758	ROLL OFF SERVICES INC	E	4/29/2009			999999		1,815.27
5788	CROSSLAND CONSTRUCTION INC	E	4/30/2009			999999		562,537.89
5855	SHRED-IT USA INC	E	4/29/2009			999999		60.00
5904	TASC	D	4/22/2009			999999		6,565.45
5908	HIBBARD DAVIS	E	4/29/2009			999999		302.40
6104	CAPPS RENT-A-CAR INC	E	4/29/2009			999999		1,250.00
6117	ALEXANDER OPEN SYSTEMS INC	E	4/29/2009			999999		60,753.66
6175	HENRY C MENGHINI	E	4/29/2009			999999		430.60
6191	MARADETH FREDERICK	E	4/29/2009			999999		600.00
6203	SOUTHWEST PAPER CO INC	E	4/29/2009			999999		170.55

* * T O T A L S * *

	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	27	15,894.53	0.00	15,894.53
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	185,419.86	0.00	185,419.86
EFT:	127	831,097.04	0.00	831,097.04
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1	225.00	0.00	225.00CR

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: 80144	TOTALS:	162	1,032,411.43	0.00	1,032,411.43
BANK: 80144	TOTALS:	162	1,032,411.43	0.00	1,032,411.43	

VENDOR SET: 99 City of Pittsburg, KS
 BANK: EFT MANUAL EFTS
 DATE RANGE: 4/22/2009 THRU 5/05/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	E	5/04/2009			999999		1,409.49
0050	DEENA HALLACY	E	4/27/2009			999999		73.23
0133	JIM RADELL CONSTRUCTION INC	E	4/30/2009			999999		100,197.82
0577	KANSAS GAS SERVICE	E	4/23/2009			999999		245.11
0779	PITTSBURG COMMUNITY THEATRE	E	4/29/2009			999999		755.55
0866	AVFUEL CORPORATION	E	4/24/2009			999999		35.00
0866	AVFUEL CORPORATION	E	5/04/2009			999999		15,326.33
1767	KIM VOGEL	E	5/04/2009			999999		17.17
1977	CDW GOVERNMENT, INC.	E	4/29/2009			999999		864.34
2352	DONNA PASHIA	E	4/27/2009			999999		500.50
2678	MID AMERICA ROOFING,	E	4/30/2009			999999		5,187.88
2921	CSG SYSTEMS INC	E	4/22/2009			999999		5,285.72
3435	PURCHASE POWER (POLICE METER)	E	4/30/2009			999999		206.99
3668	MID AMERICA PROPERTIES OF PITT	E	5/04/2009			999999		520.00
4928	PITTSBURG STATE UNIVERSITY	E	5/04/2009			999999		470.00
5249	CHRISTY STAFFORD	E	5/04/2009			999999		130.33
5609	RON WHITE	E	5/01/2009			999999		276.50
6118	CHOICE TECHNOLOGY LLC	E	4/23/2009			999999		3,124.73

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
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:	18	134,626.69	0.00	134,626.69
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: EFT	TOTALS:	18	134,626.69	0.00	134,626.69
BANK: EFT	TOTALS:		18	134,626.69	0.00	134,626.69

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP M&I Bank - HAP
 DATE RANGE: 4/22/2009 THRU 5/05/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6155	HOUSING AUTHORITY OF DEKALB CO	R	5/01/2009			159421		768.80
6168	K AND B RENTALS LLC	R	5/01/2009			159422		241.00
0266	JOHN S KUTZ	R	5/01/2009			159423		600.00
1601	GRAIG MOORE	R	5/01/2009			159424		236.00
3406	JON SCHWENKER	R	5/01/2009			159425		229.00
6239	ST CLAIR COUNTY PUBLIC HOUSING	R	5/01/2009			159426		911.80
4636	WESTAR ENERGY, INC. (HAP)	R	5/01/2009			159427		831.00
0140	A&M RENTALS	E	5/04/2009			999999		1,338.00
0372	CONNER REALTY	E	5/04/2009			999999		1,528.00
0855	CHARLES HOSMAN	E	5/04/2009			999999		253.00
0969	SEK-CAP INC	E	5/04/2009			999999		41.00
1008	BENJAMIN M BEASLEY	E	5/04/2009			999999		1,187.00
1231	JOHN LOVELL	E	5/04/2009			999999		285.00
1421	SMITH RENTALS	E	5/04/2009			999999		254.00
1542	LARRY SHANKS	E	5/04/2009			999999		922.00
1603	GARY SAKER	E	5/04/2009			999999		550.00
1609	PHILLIP H O'MALLEY	E	5/04/2009			999999		2,657.00
1638	VERNON W PEARSON	E	5/04/2009			999999		1,428.00
1649	HAROLD O'MALLEY	E	5/04/2009			999999		482.00
1688	DORA WARE	E	5/04/2009			999999		520.00
1945	TOM SLACK	E	5/04/2009			999999		110.00
1961	DUSTIN D MAJOR	E	5/04/2009			999999		214.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1982	KENNETH STOTTS	E	5/04/2009			999999		3,272.00
1985	RICK A MOORE	E	5/04/2009			999999		242.00
2050	ACTON DEVELOPMENT	E	5/04/2009			999999		510.40
2256	TODD MERANDO	E	5/04/2009			999999		369.00
2304	DENNIS HELMS	E	5/04/2009			999999		157.00
2339	CHRIS WINDSOR	E	5/04/2009			999999		178.00
2398	WILLIAM E SAMSON	E	5/04/2009			999999		234.00
2542	CHARLES YOST	E	5/04/2009			999999		2,681.55
2624	JAMES ZIMMERMAN	E	5/04/2009			999999		2,236.00
2718	KENNETH B DUTTON	E	5/04/2009			999999		1,115.00
2771	MICHELLE PRYOR	E	5/04/2009			999999		132.00
2850	VENITA STOTTS	E	5/04/2009			999999		518.00
3002	BARBARA MINGORI	E	5/04/2009			999999		554.00
3067	STEVE BITNER	E	5/04/2009			999999		4,937.00
3082	JOHN R JONES	E	5/04/2009			999999		459.00
3114	PATRICIA BURLESON	E	5/04/2009			999999		1,328.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	5/04/2009			999999		1,822.00
3162	THOMAS A YOAKAM	E	5/04/2009			999999		611.00
3185	JOHN W. PETERSON	E	5/04/2009			999999		179.00
3187	DEAN POWELL	E	5/04/2009			999999		324.00
3215	REA RAE DONNA RHODES	E	5/04/2009			999999		88.00
3218	CHERYL L BROOKS	E	5/04/2009			999999		507.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3230	DAN MONTEMURRO	E	5/04/2009			999999		311.00
3241	CHARLES F SIMPSON	E	5/04/2009			999999		638.00
3252	LINDA S LLOYD	E	5/04/2009			999999		237.00
3272	DUNCAN HOUSING LLC	E	5/04/2009			999999		2,173.00
3273	RICHARD F THENIKL	E	5/04/2009			999999		1,210.00
3317	PHIL MARTIN	E	5/04/2009			999999		375.00
3520	DON T. BUCHE	E	5/04/2009			999999		319.00
3593	REMINGTON SQUARE	E	5/04/2009			999999		11,672.74
3668	MID AMERICA PROPERTIES OF PITT	E	5/04/2009			999999		4,348.12
3724	YVONNE L. ZORNES	E	5/04/2009			999999		556.00
3746	JAROLD BONBRAKE	E	5/04/2009			999999		651.00
3821	JAMES T BLANCHO	E	5/04/2009			999999		158.00
3929	MDI LIMITED PARTNERSHIP #49	E	5/04/2009			999999		7,541.80
3945	KEITH E. HARRIS	E	5/04/2009			999999		196.00
3977	EUGENE HUNT	E	5/04/2009			999999		520.00
3978	TBSW HOLDINGS, LLC	E	5/04/2009			999999		198.00
4154	JOSEPH L. BOURNONVILLE	E	5/04/2009			999999		500.00
4218	MEADOWLARK TOWNHOUSES	E	5/04/2009			999999		2,819.00
4308	KENNETH BATEMAN	E	5/04/2009			999999		66.00
4492	PITTSBURG APARTMENTS	E	5/04/2009			999999		4,003.00
4546	C & M PROPERTIES LLC	E	5/04/2009			999999		50.00
4550	JIM RUSSELL	E	5/04/2009			999999		391.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4564	TERRY L SIMPSON	E	5/04/2009			999999		266.00
4605	HARLIN C CRAIN	E	5/04/2009			999999		140.00
4612	LORNA GRIFFIN	E	5/04/2009			999999		410.00
4637	OPAL M .WALKER	E	5/04/2009			999999		382.00
4752	S & N MANAGEMENT, LLC	E	5/04/2009			999999		367.00
4928	PITTSBURG STATE UNIVERSITY	E	5/04/2009			999999		1,773.00
5035	ZACK QUIER	E	5/04/2009			999999		525.00
5036	TRACY STAHL	E	5/04/2009			999999		890.00
5151	KELLY FOWLER	E	5/04/2009			999999		348.00
5356	MICHAEL SIMMONS	E	5/04/2009			999999		600.00
5393	CARLOS ANGELES	E	5/04/2009			999999		830.00
5411	HERMAN A KUPLIN	E	5/04/2009			999999		182.00
5541	SANDRA GEIER	E	5/04/2009			999999		154.00
5549	DELBERT BAIR	E	5/04/2009			999999		241.00
5583	ROBERT L NANKIVELL SR	E	5/04/2009			999999		101.00
5614	JAMES DAVID VAUGHN	E	5/04/2009			999999		230.00
5653	PEGGY HUNT	E	5/04/2009			999999		193.00
5656	EARL HARTMAN	E	5/04/2009			999999		1,415.41
5660	HERBERT WARING	E	5/04/2009			999999		355.00
5676	BARBARA TODD	E	5/04/2009			999999		265.00
5716	CHARLES T IMEL	E	5/04/2009			999999		400.00
5748	COZY LIVING PROPERTIES INC	E	5/04/2009			999999		406.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5806	GARY M WILKINSON	E	5/04/2009			999999		218.00
5817	JAMA ENTERPRISES LLP	E	5/04/2009			999999		462.00
5822	JOE FENSKE	E	5/04/2009			999999		465.00
5825	DEAN DAVIED	E	5/04/2009			999999		286.00
5829	LORN BURDICK	E	5/04/2009			999999		491.00
5831	DOUGLAS R BARTO	E	5/04/2009			999999		273.00
5833	GERRY DENNETT	E	5/04/2009			999999		489.00
5854	ANTHONY A SNYDER	E	5/04/2009			999999		306.00
5870	ANTHONY E SIMONCIC	E	5/04/2009			999999		372.00
5875	BRIAN WARE	E	5/04/2009			999999		525.00
5885	CHARLES T GRAVER	E	5/04/2009			999999		355.00
5891	MITCHELL R BROOKS	E	5/04/2009			999999		308.00
5896	HORIZON INVESTMENTS GROUP INC	E	5/04/2009			999999		98.28
5897	NIESE WOODY-FAIR	E	5/04/2009			999999		1,161.00
5906	JOHN HINRICHS	E	5/04/2009			999999		223.00
5939	EDNA R TRENT	E	5/04/2009			999999		444.00
5957	PASTEUR PROPERTIES LLC	E	5/04/2009			999999		800.00
5975	RAY PEAK	E	5/04/2009			999999		432.00
6002	SALLY THRELFALL	E	5/04/2009			999999		300.00
6010	TONYA HARRIS	E	5/04/2009			999999		292.00
6032	TIM .J. RIDGWAY	E	5/04/2009			999999		1,387.50
6036	JACK H LEGRAND	E	5/04/2009			999999		86.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6043	BRENDA CAVIN	E	5/04/2009			999999		1,075.00
6050	JEFFREY R SPONSEL	E	5/04/2009			999999		331.00
6062	MARC D SCHROEDER	E	5/04/2009			999999		292.00
6073	REBECCA FOSTER	E	5/04/2009			999999		976.00
6090	RANDAL BENNEFELD	E	5/04/2009			999999		454.00
6092	MINGORI LLC	E	5/04/2009			999999		225.00
6101	KENNETH D GIEFER	E	5/04/2009			999999		226.00
6108	TILDEN BURNS	E	5/04/2009			999999		315.00
6121	LEE SPONSEL	E	5/04/2009			999999		428.00
6138	CHARLES R GILMORE TRUST	E	5/04/2009			999999		68.00
6140	WANDA PERKINS	E	5/04/2009			999999		299.00
6150	JAMES L COX	E	5/04/2009			999999		410.00
6161	SJM INTERESTS INC	E	5/04/2009			999999		435.00
6172	ANDREW A WACHTER	E	5/04/2009			999999		432.00
6186	TROY ROSENSTIEL	E	5/04/2009			999999		546.00
6227	ANGELA BOLLINGER	E	5/04/2009			999999		357.00
6284	FRED TWEET	E	5/04/2009			999999		680.00
6294	RONALD E WUERDEMAN	E	5/04/2009			999999		321.00
6298	KEVAN L SCHUPBACH	E	5/04/2009			999999		2,801.00
6300	MARTY STAHL	E	5/04/2009			999999		139.00
6306	BALKANS DEVELOPMENT LLC	E	5/04/2009			999999		97.00
6314	PARKVIEW HOUSING	E	5/04/2009			999999		303.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP M&I Bank - HAP
DATE RANGE: 4/22/2009 THRU 5/05/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6317	RONALD L EMERSON	E	5/04/2009			999999		192.00

* * T O T A L S * *

	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	7	3,817.60	0.00	3,817.60
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	126	104,805.80	0.00	104,805.80
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:	133	108,623.40	0.00	108,623.40
BANK: HAP	TOTALS:		133	108,623.40	0.00	108,623.40

VENDOR SET: 99 City of Pittsburg, KS
 BANK: PY PAYROLL PAYABLES
 DATE RANGE: 4/22/2009 THRU 5/05/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0094	M&I BANK	D	5/01/2009			000000		70,783.45
0321	KP&F	D	5/01/2009			000000		28,507.94
0728	ICMA	D	5/01/2009			000000		6,719.17
1050	KPERS	D	5/01/2009			000000		18,884.35
0349	UNITED WAY OF CRAWFORD COUNTY	R	5/01/2009			159411		45.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	5/01/2009			159412		347.73
2577	OK CENTRALIZED SUPPORT RE	R	5/01/2009			159413		130.97
4252	GENERAL REVENUE CORPORATION	R	5/01/2009			159414		209.04
2228	KANSAS PAYMENT CENTER	R	5/01/2009			159415		1,450.24
0028	PAYROLL CLEARING	E	5/01/2009			999999		71,148.12

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	5	2,182.98	0.00	2,182.98
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	124,894.91	0.00	124,894.91
EFT:	1	71,148.12	0.00	71,148.12
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: PY	TOTAL	10	198,226.01	0.00	198,226.01
BANK: PY	TOTALS:		10	198,226.01	0.00	198,226.01
REPORT TOTALS:			326	1,473,887.53	0.00	1,473,887.53

Passed and approved this 12th day of May, 2009.

Rudy Draper, Mayor

ATTEST:

Tammy Nagel, City Clerk



Interoffice Memorandum

TO: John VanGorden
Interim City Manager

FROM: Mark Turnbull
Director of Economic Development

DATE: April 20, 2009

SUBJECT: Property Purchase Request-Champion Floor

Craig Burri, owner of CBGW Land Co. and co-owner of Champion Flooring, has requested to purchase the remaining east side of lot #3 about 50' west of the lot #4 boundary by the entire N,S length of the Northeast Industrial Park. The parcel adjacent to the requested property has recently sold.

The small segment owned by the City will allow Champion Floor easier access and egress to the building expansion currently underway.

A sale price of \$700.00 is suggested for the property. Property in the Northeast Industrial Park historically has sold for \$1,300.00 - \$1800.00 per acre.

Staff recommends Governing Body consideration of the property sale to complete the expansion and, if approved, requests authority for the Mayor to sign appropriate documents.



"03"

Rotary Ter

27TH Ter

DUNSTON TERRACE

102
2.6Ac

104

104

103
2.4Ac

101
2.4Ac

Rotary Ter

27TH TERR

5.02
20Ac

184.4'

5.04
3Ac



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: TODD KENNEMER
Assistant Director of Public Works

DATE: May 1, 2009

SUBJECT: Agenda Item – May 12, 2009
Recommendation of the Planning and Zoning Commission
Request to Rezone the 1100 and 1200 Blocks of North Broadway
and the 1300 Block of North Pine from CP-2 Planned General
Commercial to CP-4 Planned Central Business

The Planning and Zoning Commission, in its meeting of April 27, 2009, considered a request submitted by C. L. Farabi/City of Pittsburg to rezone the 1100 and 1200 Blocks of North Broadway and the 1300 Block of North Pine from CP-2 Planned General Commercial to CP-4 Planned Central Business (see attached map). Mr. Farabi plans to build a new office/storage warehouse on the vacant lot directly north of the existing office/storage warehouse [located at 1211 N. Broadway] and then remove the existing office/storage warehouse at a later date.

All of Mr. Farabi's property at this location is zoned CP-2, which limits the use of this lot to small office use. This property is also located inside the downtown district, but it is basically the only property in that district that is not zoned CP-4. The plans for the new office/storage warehouse do meet the requirement of the CP-2 district, but the CP-4 zoning would allow the highest and best use of this property.

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.

A blend of commercial, industrial, offices and a school.

MEMO TO: JOHN D. VANGORDEN
MAY 1, 2009
PAGE TWO

2. The zoning and uses of property nearby.

Properties to the north are offices and industrial uses. To the south is industrial and commercial (property directly to the south will soon be a small trailhead park). To the west is heavy industrial and to the east is the Pittsburg Middle School.

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

The property is suitable for offices and local commercial (CP-O or CP-1) uses, but is not very suitable for larger CP-2 uses.

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

The property has been vacant for 24 years. The Sanborn Maps from the 1920's show a creamery was at this location and a bottling company was (and currently is) located to the south. A demolition permit for a dilapidated structure (assumed creamery) was issued in 1985.

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.

There will be no destruction of property value. Changing the zoning to CP-4 will enhance the value and usefulness of the property. CP-4 allows greater flexibility for this area to serve as a transition or gateway into downtown. HSW not affected.

7. Recommendation of professional staff.

Approve the request.

MEMO TO: JOHN D. VANGORDEN
MAY 1, 2009
PAGE THREE

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

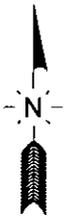
Conforms to the Comprehensive Plan and the Downtown Plan.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 12, 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 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
Memo File



R-1C

CP-2

AREA PROPOSED TO
BE REZONED FROM
CP-2 TO CP-4

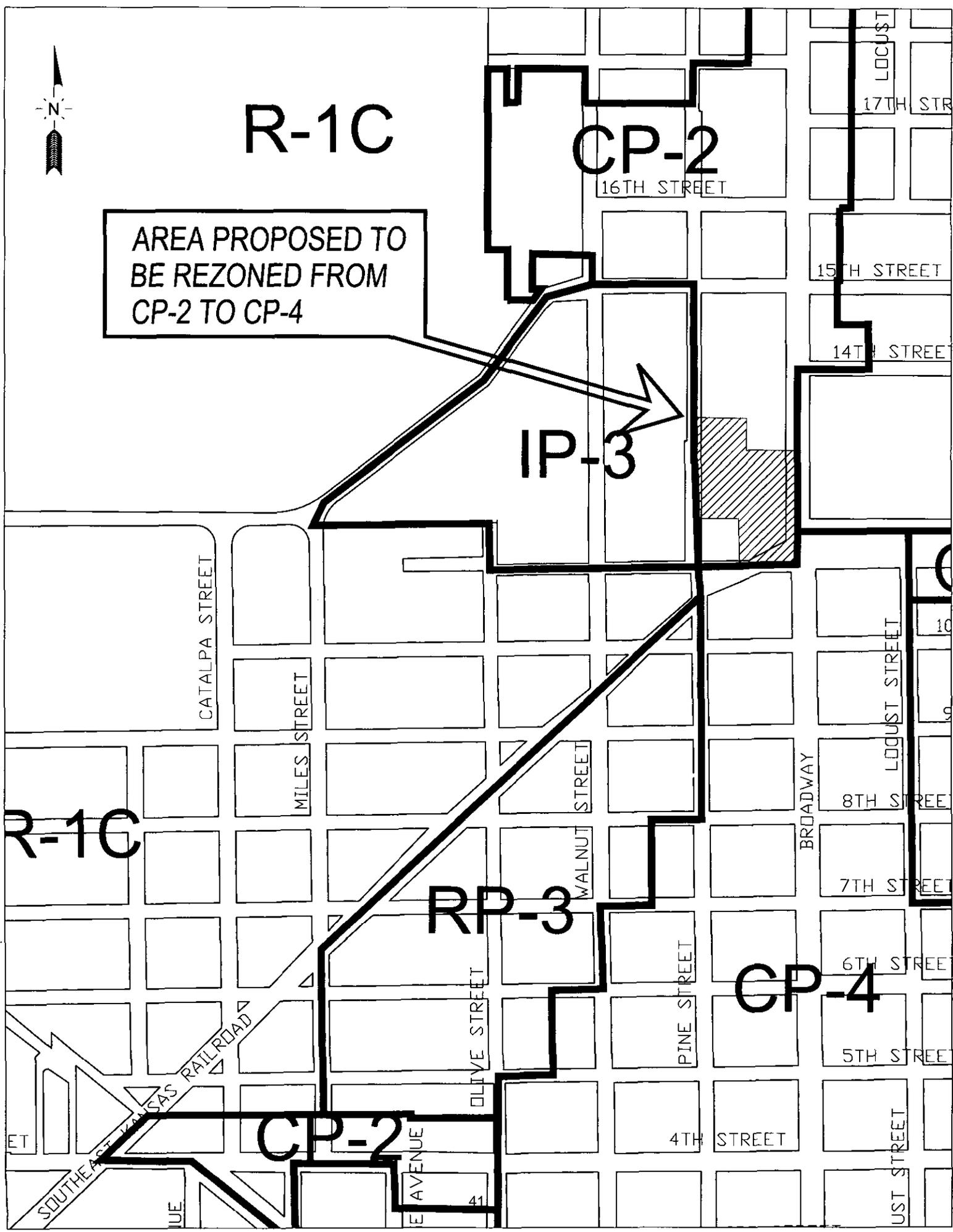
IP-3

RP-3

CP-4

R-1C

CP-2



LOCUST

17TH STR

15TH STREET

14TH STREET

CATALPA STREET

MILES STREET

WALNUT STREET

BROADWAY

LOCUST STREET

8TH STREET

7TH STREET

6TH STREET

5TH STREET

PINE STREET

4TH STREET

OLIVE STREET

E AVENUE

UST STREET

SOUTHEAST KANSAS RAILROAD

41



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

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

DATE: May 4, 2009

SUBJECT: Agenda Item – May 12, 2009
Engineering Services Agreement
Southeast Lift Station Improvements

Attached you will find an Engineering Services Agreement from Professional Engineering Consultants, P.A. (PEC) for the study, design, contract administration and inspection for improvements to the southeast lift station.

The City of Pittsburg received notification from KDH&E that this project would be funded through KDH&E's State Wastewater Revolving Loan Fund. Since this pump station will become much more energy efficient due to the change of motors and controls, it has been deemed a "Green Project" by KDH&E. This project will comply with the green initiative of KDH&E and should result in 50% of the loan amount including engineering be forgiven via use of stimulus money.

The study phase of the project is a lump sum fee of \$4,500. The design of the pump station is a multiplier of 2.8 times the direct labor costs plus reimbursable expenses not to exceed \$62,000. Construction Administration Services will be billed in the same methodology as design services and will not exceed \$25,000. Construction Engineering Services will again utilize the same methodology but will not exceed \$78,500. The payment for inspection is based on a 120 day time frame.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 12, 2009. Action necessary will be approval or disapproval of the Engineering Services Agreement and, if approved, authorize the City Manager to sign on behalf of the City.

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

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

Attachment: Engineering Services Agreement

cc: Jon B. Garrison, Director of Finance & Administration
Tammy Nagel, City Clerk
Project File
Memo File

AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
THE CITY OF PITTSBURG, KANSAS
and
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
FOR
SOUTHEAST LIFT STATION IMPROVEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2009, by and between the City of Pittsburg, Kansas, hereinafter called the "CITY", and Professional Engineering Consultants, P.A., a Kansas Professional Association, 303 South Topeka, Wichita, Kansas, hereinafter called the "ENGINEER;

WITNESSETH: That the City of Pittsburg recognizing the need for improvement of the Southeast Lift Station.

NOW, THEREFORE, the parties hereto mutually agree that the work specifically to be provided by this AGREEMENT is to provide services associated with the development of Contract Documents for the pump station as defined in the following SCOPE OF SERVICES.

I. SCOPE OF SERVICES

The detailed scope of services to be performed by the ENGINEER shall be as set forth in Exhibit A, attached.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in SCOPE OF SERVICES (see Exhibit A.)
- B. To attend meetings with the CITY and other state and local agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours at its Wichita office, all reports, calculations, sketches, and drawings the CITY may wish to examine periodically during performance of this AGREEMENT.
- D. To comply with all Federal, State, and Local laws, ordinances, and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and the provisions stipulated in Exhibit C titled "Revised Nondiscrimination and Equal Employment Opportunity Statement for Contracts and Agreements."
- E. To accept compensation for the services herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with the SCOPE OF SERVICES.
- F. To commence work on the project within ten (10) days following receipt of Notice to Proceed and to complete all work described in Exhibit A within the schedule outlined. The Construction Phase Engineering Services are based on a construction schedule of 120 calendar days. The ENGINEER shall not be liable or held responsible for delays occasioned by the actions or inactions of the CITY or other agencies or for unavoidable delays beyond the control of the ENGINEER.

- G. To save and hold harmless the CITY against all suits, claims, damages and losses for injuries to persons or property arising from or caused by in whole or in part, negligent errors, omissions or acts of ENGINEER, its agents, servants and employees, or subcontractors, occurring in the performance of its services under this contract.
- H. To maintain books, documents, papers, accounting records and other evidence pertaining to cost incurred by the ENGINEER and, where relevant to method of payment, to make such material available at its office at reasonable times during the contract period, and for two (2) years from the date of final payment under the contract for inspection by the CITY or its authorized representatives.
- I. Covenants and represents to be responsible for the professional and technical accuracy's and the coordination of all designs, drawings, specifications, plans, and/or other work or material prepared and furnished by the ENGINEER under this AGREEMENT. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from negligent errors, omissions, and acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this AGREEMENT and for which it is legally liable. Such policy of insurance shall be in an amount not less than \$2,000,000 subject to deductible of \$100,000. In addition, a Workers' Compensation and Employer's Liability Policy shall be procured and maintained. This policy

shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment which, for any reason, may not fall within the provisions of the Worker's Compensation law. The liability limit shall be not be less than:

- Workers' Compensation - Statutory
- Employer's Liability - \$500,000 each accident

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER to insure the ENGINEER and the CITY against all claims arising from injuries to persons (other than ENGINEER's employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of ENGINEER services under this AGREEMENT. The liability limit shall not be less than \$500,000 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this AGREEMENT. The ENGINEER shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained thereunder.

- K. To designate a Project Manager for the coordination of the work that this AGREEMENT requires to be performed. The ENGINEER shall advise the CITY of any changes in the person(s) designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES

- A. To furnish the ENGINEER for his use all prior available data developed relative to the proposed facility including applications, reports, design calculations, drawings, descriptions of existing facilities, and pertinent correspondence with State and Federal agencies.
- B. To provide right of entry for ENGINEER's personnel in performing field operations, inspections and measurements.
- C. To review all preliminary submittals from the ENGINEER and to transmit any suggested revisions, modifications or changes to be made.
- D. To pay the ENGINEER for his services in accordance with the requirements of this AGREEMENT.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for performance of the engineering services for preparation of the Environmental Impact Document and SRLF procurement requirements (Task 100) shall be the lump sum fee of \$4,500.00.
- B. Payment to the ENGINEER for performance of the engineering services for preparation of the Design Improvements (Task 200) provided at 2.8 times direct labor costs plus reimbursable expenses for travel, per diem, overtime, and printing, all at cost, for a total not to exceed \$62,000.00.
- C. Construction Administration Services (Task 300), when requested, will be provided at 2.8 times direct labor costs plus reimbursable expenses for travel, per diem, overtime, and printing, all at cost, not to exceed \$25,000.00.

- D. Construction Inspection Services (Task 302), when requested, will be provided at 2.8 times direct labor costs plus reimbursable expenses for travel, per diem, overtime, and printing, all at cost, for a total not to exceed \$78,500.00. The fee is based on 120 calendar days of Inspection.
- E. If additional work should be necessary by virtue of a major change in the scope of the proposed PROJECT, the ENGINEER will be given written notice by the OWNER along with a request for an estimate of the ENGINEER's fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by both parties.
- F. During the progress of work covered by the AGREEMENT, partial payments may be made to the ENGINEER at intervals of one calendar month. Billings submitted during the progress of the work will be paid on the basis of the costs accrued to the PROJECT as described in paragraphs A through E above.
- G. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 2. Additional design or construction phase services not covered by the scope of this AGREEMENT. Construction taking longer than 120 calendar days will be considered additional services.
 3. A major change in the scope of services for the PROJECT. If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of

such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE

- A. That the right is reserved to the CITY to terminate this AGREEMENT at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the ENGINEER's inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory, PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this AGREEMENT, but in no case shall payment be more than the ENGINEER's actual costs plus a reasonable profit.

- B. That reproducible originals and digital computer files for the final engineering plans and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the ENGINEER's services in accordance with this AGREEMENT. ENGINEER shall be allowed to retain copies of all PROJECT related files and documents. CITY is cautioned that the accuracy of electronic computer files and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors, operator inexperience and file modification. ENGINEER will maintain the original copy which shall serve as the official archived record of the electronic and CADD documents. CITY agrees to hold harmless ENGINEER from any claims arising out of or relating to any unauthorized change or alteration of electronic copies and CADD document.

- C. That the services to be performed by the ENGINEER under the terms of this AGREEMENT are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this AGREEMENT, reasonable extensions in the time allotted for the work will be granted by the CITY, provided however, that the ENGINEER shall request extensions in writing giving the reasons therefore.
- E. It is further agreed that this AGREEMENT and all contracts entered into under the provisions of this AGREEMENT shall be binding upon the parties hereto and their successors and assigns.
- F. If additional work should be necessary by virtue of a major change in the SCOPE OF SERVICES, the ENGINEER will be given written notice by the CITY along with a request for an estimate of ENGINEER's fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.
- G. Neither the CITY's review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this AGREEMENT shall be construed to operate as a waiver of any right under this AGREEMENT or any cause of action arising out of the performance of this AGREEMENT.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof as a third party beneficiary

hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this AGREEMENT as of the date first written above.

CITY OF PITTSBURG
By Order of the City Council

By: _____
John VanGorden, Interim City Manager

SEAL:

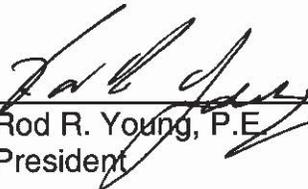
ATTEST:

Tammy Nagel, City Clerk

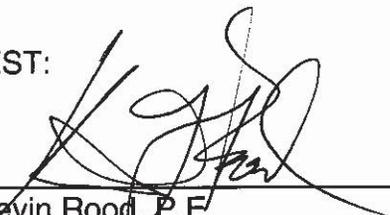
Approved as to Form:

Henry Menghini, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By:  _____
Rod R. Young, P.E.
President

ATTEST:

By:  _____
Kevin Rood, P.E.
Principal

**EXHIBIT A
SCOPE OF SERVICES
CITY OF PITTSBURG, KANSAS**

Southeast Lift Station Replacement

Task 100 – Design Memorandum

- Task 101** Design Conditions and Sizing
- Task 102** Examination of Existing Facilities
- Task 103** Develop Phased Construction Approach
- Task 104** Cost Estimate
- Task 105** Preparation of Design Memorandum

Task 200 – Design Improvements

- Task 201** PROJECT Management
- Task 202** Civil Design
- Task 203** Structural Design
- Task 204** Electrical/Instrumentation Design
- Task 205** Mechanical Design
- Task 206** Construction Cost Estimate
- Task 207** Contract Documentation Preparation
- Task 208** Surveying
- Task 209** Bid Phase Services

Task 300 Construction Phase Services

- Task 301** Construction Administration
- Task 302** Construction Inspection
- Task 303** As-Constructed Drawings

TASK 100 – DESIGN MEMORANDUM

Design Memorandum shall be completed within 45 calendar days of receipt of a Notice to Proceed from the OWNER.

Task 101 Design Conditions and Sizing

Input:

1. Obtain existing minimum, average, and maximum flowrates. Obtain pump run times.
2. Review existing population forecasts and OWNER planning documents to determine future flow requirements.

Activities:

1. Review collected data to determine piping and pump site requirements to meet future needs.

Output:

1. Design Memorandum.

Task 102 Examination of Existing Facilities

Input:

1. Obtain existing plans and specifications.
2. Task 101.
3. Onsite equipment measurements and survey.
4. Onsite evaluation of equipment.

Activities:

1. Review Capacity and Hydraulics of equipment.
2. Establish age and condition of equipment and structures.

Output:

1. Design Memorandum.

Task 103 Develop Construction Alternatives

Input:

1. Task 101 and 102.
2. City Staff attendance at meetings.

Activities:

1. Develop two alternates to complete all proposed improvements in one construction phase.
2. Meet with City Staff to discuss each alternate and the estimated construction costs for each.

Output:

1. Design Memorandum.

Task 104 Cost Estimate

Input:

1. Tasks 101 to 103.

Activities:

1. Develop a cost estimate for each phase of the proposed improvements.

Output:

1. Design Memorandum.

Task 105 Preparation of Design Memorandum

Input:

1. Tasks 101 to 104.
2. OWNER Review Meetings.

Activities:

1. Collect and compile information for Tasks 101 to 104 into one Final Design Memorandum.
2. Review Final Design Memorandum with City Staff.

Output:

1. Final Design Memorandum.

TASK 200 – DESIGN IMPROVEMENTS

Design Improvements shall be completed within 100 calendar days of approval and acceptance of the Design Memorandum by the OWNER.

Task 201 PROJECT Management

Input:

1. Contract Information.
2. Status Reports from PROJECT engineers.
3. Cost information from engineers accounting division.

Activities:

1. Prepare monthly status reports which include:
 - a. Schedule of work items and milestones.
 - b. Written summary of work accomplished.
 - c. Concise explanation of complications in reaching milestones, and issues which prevent completion of tasks.
 - d. Review of PROJECT expenses with regard to completion of tasks.
2. Attendance at meetings with OWNER for technical review sessions.
3. Coordination of all meetings, taking of minutes for each meeting and distribution of same, and completion of tasks.
4. Proper staffing for each task.

Output:

1. Meeting minutes.
2. Schedules and milestones.
3. Documentation of all complications.

Task 202 Civil Design

Input:

1. Task 100.
2. OWNER Standard Drawings and Specifications.

Activities:

1. Prepare all civil designs related to the PROJECT and produce the civil drawings. Include is the design of all equipment and piping systems required for the work. Civil design work shall be incorporated into detailed drawings showing existing conditions, final geometry, equipment and

pipework. Detailed drawings shall be prepared at an appropriate scale.

This work will include the following:

- a. Site Plan with location of all structures.
 - b. Process plan and schedules.
 - c. Pump station replacement.
2. Prepare, check and catalog a set of detailed design calculations for the PROJECT. Calculations will indicate assumptions employed and formulae used with references noted.
 3. Review sessions with the OWNER will occur at the following completion points which will include an updated PROJECT cost:
 - a. 30 percent plan development (Preliminary Plans).
 - b. 90 percent plan development (Final Plans).

Output:

1. Civil Drawings.

Task 203 Structural Design

Input:

1. Task 100.
2. OWNER Standard Drawings and Specifications.

Activities:

1. Evaluate the existing structural systems available and perform detailed design modifications of all required structural elements and production of final drawings. Design practice shall be in conformance with applicable codes including those of the American Concrete Institute and the American Institute of Steel Construction.
2. Prepare, check, and catalog a set of detailed design calculations for the PROJECT. Calculations will indicate assumptions employed, formulae used with references noted, structural design criteria and the like.
3. Review sessions with the OWNER will occur at the following completion points which will include an updated PROJECT cost:
 - a. 30 percent plan development (Preliminary Plans).
 - b. 90 percent plan development (Final Plans).

Output:

1. Structural Drawings.

Task 204 Electrical/Instrumentation Design

Input:

1. Task 100.
2. Task 202.
3. OWNER Standard Drawings and Specifications.
4. Standard OWNER Electrical and Instrumentation Details and Codes.

Activities:

1. Perform a complete design of all electrical components and production of electrical drawings for PROJECT construction. Included shall be design for site power distribution, power design, building power distribution, lighting and all other details of electrical installation shall be included. All symbols and abbreviations used in drawing production shall be clearly designated on explanatory drawings.

Drawings shall be detailed enough so that electrical components including power control wiring and size of conduits for all needs can be identified by a construction contractor for detailed takeoff of material quantities.

Electrical components shall be in conformance with applicable codes including the National Electrical Code.

2. Prepare, check, and catalog a set of detailed design calculations for the PROJECT. Calculations will indicate assumptions employed, formulae used with references noted, mechanical design criteria and the like.
3. Review sessions with the OWNER will occur at the following completion points which will include an updated PROJECT cost:
 - a. 30 percent plan development (Preliminary Plans).
 - b. 90 percent plan development (Final Plans).

Output:

1. Electrical/Instrumentation design drawings.
2. Design data sheet for each major piece of electrical equipment.

Task 205 Mechanical Design

Input:

1. Task 100.
2. Task 202.
3. Task 203.

4. Task 204.
5. OWNER Standard Drawings and Specifications.

Activities:

1. Evaluate the existing mechanical systems available and perform detailed design modifications of all required mechanical elements and production of final mechanical drawings. Design practice shall be in conformance with applicable codes. Mechanical design shall be fully coordinated with structural drawings. Final drawings shall be fully detailed for complete takeoff of basic materials by construction contractors.

Output:

1. Mechanical Drawings.

Task 206 Construction Cost Estimate

Input:

1. Preliminary Design Cost Estimate.
2. Products from Tasks 203 through 205.

Activities:

1. Prepare construction cost estimates at the 30, 60, 90 percent final design completion levels for the PROJECT. The cost estimates will include the following:
 - a. Calculate detailed major equipment and selected major material quantities.
 - b. Compile budget prices for all major equipment identified.
 - c. Develop unit prices for all major definable materials.
 - d. Develop factors or percentages to be used in estimating such items as site work, minor yard piping, electrical and instrumentation, contractor's mobilization, overhead, and profit, construction contingencies, and PROJECT costs.

Note: Estimates of cost for the facilities considered and designed here are prepared by ENGINEER through exercise of its experience and judgment in applying presently available cost data, but it is recognized that ENGINEER has no control over cost of labor and materials, or over competitive bidding procedures, market conditions, and unknown field conditions so that it cannot and does

not guarantee that proposals, bids, or the PROJECT construction costs will not vary from its cost estimates.

Output:

1. Technical Memorandums summarizing the estimated construction costs at the 30, 90 percent, final completion level including rationale for preparation of the cost and the factors, percentages, and unit prices used.

Task 207 Contract Documentation Preparation

Input:

1. Task 100.
2. PROJECT Schedules.
3. Products from Tasks 202 through 205.
4. OWNER Standard technical specifications and procurement requirements.

Activities:

1. Identify technical specification sections required for this PROJECT.
2. Prepare technical specifications based on the specific requirements of the PROJECT. ENGINEER's standard technical specifications will form the basis. ENGINEER will incorporate the staff's comments into the final technical specifications.

Output:

1. Six copies of specifications along with the drawings at the 30, 90 percent completion stages of the PROJECT for review and comment by the OWNER will provide ENGINEER with written review comments within two (2) weeks.

Task 208 Surveying

Input:

1. Task 100.
2. Task 202.

Activities:

1. Establish permanent horizontal and vertical control network to be used for design. Utilize this datum to complete field data collection required for the

PROJECT Design. Collect additional information regarding the site for location of the various components of the Mall Lift Station.

Output:

1. Products from electronic files consisting of planimetric and contour mapping.

Task 209 Bid Phase Services

Input:

1. Contract Documents.

Activities:

1. Advertise for competitive construction bids.
2. Conduct prebid conference and bid opening.
3. Respond to contractor's and equipment supplier's questions.
4. Preparation of addenda to the bid documents to clarify or modify.
5. Analysis of bids and various aspects of the bids.
6. Prepare and analyze bid tabulation.
7. Review qualifications of successful low bidder.
 - a. Insurance coverage.
 - b. Bond requirements.
 - c. Contractor license requirements.
 - d. Previous relationships with the OWNER and/or other Cities.
 - e. Review work experience with other engineers.
 - f. Safety Record.

Output:

1. Letter describing findings with reference to the low bidder.

TASK 300 – CONSTRUCTION PHASE SERVICES

Construction Phase Services are based on 120 calendar day construction schedule.

Task 301 Construction Administration

Input:

1. Attend Monthly Meetings with Contractor.
2. Review Pay Estimates.
3. Review and comment on Punch Lists.
4. Review PROJECT Progress and provide comment.
5. Provide comments on Contract Document questions when requested.

OWNER Input:

1. Attend Monthly Meetings.
2. Provide comment on Construction Administration

Activities:

1. Review Contractors Shop Drawings and Material Test Certifications for compliance with plans and specifications.
2. Make periodic visits to the PROJECT Site to Determine Contractors Progress.
3. Consult with the Resident Inspector regarding interpretations or clarifications of the plans and specifications.
4. Provide decisions in accordance with the Contract Documents on questions regarding the work.
5. Review Material Test Reports as submitted by the Resident Inspector.
6. Prepare Change Orders covering modification or revisions necessitated by field conditions.
7. Meet with the OWNER as requested during construction to review progress on the PROJECT.
8. Review Partial Payment Requests.
9. Issue Certificate of Substantial Completion when the PROJECT has been complete.
10. Conduct a Final Inspection.

Output:

1. Responses to Requests for Information (RFI's).
2. Preparation of Change Orders when required.
3. Shop Drawing Review Forms.
4. prepare Monthly Summary Reports of Construction Progress.
5. Review comment and approve Pay Estimates to be submitted to the OWNER.
6. Punch List Delivered to Contractor.
7. Substantial Completion Forms.
8. Final Approval Forms.

Task 302 Resident Inspection

Input:

1. Attendance at meetings.
2. Review of Change Orders.
3. Approval of Pay Requests.
4. Decisions with regard to PROJECT Modifications.

5. Daily conditions.
6. Attend Monthly Meetings.
7. Right to Approve Resident Inspector.

Activities:

1. Be present daily during construction.
2. Re-establishment of benchmarks, baselines and other control points as requested by the Contractor, and approved by the OWNER.
3. Supervise testing and inspection; arrange for, conduct, or witness field, laboratory, or shop tests for construction materials as required by the plans and specifications.
4. Determine the suitability of materials on the site and brought to the site to be used in the construction.
5. Assist in interpreting the contract plans and specifications.
6. Check the construction activities to determine compliance with the intent of the design, plans and specifications.
7. Measure, compute, or check quantities of work performed and quantities of materials in-place for partial and final payment to the Contractor.
8. Maintain PROJECT records to document the work.
9. Prepare elementary and supplementary sketches required and preliminary negotiations necessary to resolve actual field conditions encountered.
10. Review and prepare recommendations for all construction schedules, material certifications and detailed construction shop and erection drawing as submitted by the Contractor.
11. Review requests for monthly and final payments to the Contractor and forward same with recommendations for approval.
12. Prepare initial drafts of, and conduct preliminary negotiation for, all Change Orders or Supplemental Agreements covering work on the PROJECT.

Output:

1. Daily Inspection Reports.
2. Summary of PROJECT Meetings.
3. Change Orders.
4. Approval of Pay Requests.
5. Punch List and Follow-up Reports.
6. Material Test Reports.
7. Mark-Up Drawings of Field Construction Change.
8. Listing of Measured Quantities.
9. Inventory of Materials on Hand.

Task 303 As-Constructed Drawings

Input:

1. Red lined marked drawings furnished by the Contractor and the Inspector.
2. Measured quantities.
3. Survey information as required.

Activities:

1. Preparation of As-Constructed Drawings indicating the final location of all underground piping, and the location of all structures.
2. Any major changes will be identified and delivered to the OWNER.
3. The As-Constructed Drawings will be completed using AutoCAD.

Output:

1. AutoCAD files on electronic media.
2. Documents also provided in .pdf format.
3. Two (2) sets of file copies.



Interoffice Memorandum

To: Interim City Manager John VanGorden
Chief of Police Mendy Hulvey
Fire Chief Don Elmer

From: Major Brent Narges
Sergeant Timothy W. Tompkins

Date: May 6, 2009

Subject: Disposition of Exercise Equipment Bids

On Tuesday, May 5, 2009, bids were received for the purchase of exercise equipment for the Law Enforcement Center and Fire Station. Nine bids were received from eight interested companies. The bids were opened and reviewed per City bid policy. Following is a summation of the bids received along with staff recommendation for the purchase:

**Strength Equipment Direct
Knoxville, Tennessee**

Fire Station Equipment	\$15,705.59
Law Enforcement Center Equipment	<u>\$27,557.79</u>
Total Bid	\$43,263.38

**Promaxima Manufacturing
Houston, Texas**

Fire Station Equipment	\$10,288.00
Law Enforcement Center Equipment	<u>\$22,197.52</u>
Total Bid	\$35,125.52*

*Total bid reflects delivery and installation charges which were added separately to overall bid.

**Exercise and Rehab Equipment
Springfield, Missouri**

Fire Station Equipment	\$14,900.00
Law Enforcement Center	<u>\$26,900.00</u>
Total Bid	\$41,800.00

Mid States Fitness**Topeka, Kansas**

Fire Station Equipment	\$17,120.00
Law Enforcement Center Equipment	<u>\$30,800.00</u>
Total Bid	\$47,920.00

Central States Fitness Systems – West**Greenwood, Missouri**

Fire Station Equipment	\$18,380.00
Law Enforcement Center Equipment	<u>\$31,843.00</u>
Total Bid	\$50,223.00

Fitness Gallery – Bid One**Overland Park, Kansas**

Fire Station Equipment	\$14,073.00
Law Enforcement Center Equipment	<u>\$24,242.00</u>
Total Bid	\$38,497.00

Fitness Gallery – Bid Two**Overland Park, Kansas**

Fire Station Equipment	\$16,844.00
Law Enforcement Center Equipment	<u>\$29,660.00</u>
Total Bid	\$46,504.00

Global Fitness, Inc.**Gardena, California**

Fire Station Equipment	\$ 7,700.00
Law Enforcement Center Equipment	<u>\$17,800.00</u>
Total Bid	\$25,500.00

Fitness Showcase**Kansas City, Missouri**

Fire Station Equipment	\$15,712.55
Law Enforcement Center Equipment	<u>\$27,117.50</u>
Total Bid	\$42,830.05

After reviewing all bids received, the lowest bid submitted by Global Fitness, Inc. failed to provide any information concerning the equipment to be supplied and it's compliance with bid specifications, and therefore was deemed none-compliant. The next two lowest bids submitted by Promaxima Manufacturing and Fitness Gallery Bid One respectively failed to meet minimum specifications per minimum bid specifications. All other bids received either met or exceeded all minimum bid specifications.

Therefore, we would respectfully request permission to award the bid for the purchase of exercise equipment for the Fire Station and Law Enforcement Center to Exercise Rehab and Equipment of Springfield, Missouri based on their low bid meeting specifications in the amount of \$41,800. We feel this equipment will more than meet our needs and the purchase we are recommending is well below our initial project estimates of \$50,000.

Sergeant Tompkins and I will be in attendance at the Commission meeting should any of the Commissioners have any questions concerning our recommendation. Please contact us should you have any questions as well.

CITY OF PITTSBURG, KANSAS

Recapitulation of Bids Received Exercise Equipment Tuesday, May 5th, 2009 – 2:00 p.m.

Name and Address of Bidder	Total Fire Dept. Equipment	Total Police Dept. Equipment	Total Bid for Equipment
S.E.D. 2826 Paces Mill Lane Knoxville, TN 37938	\$15,705.59	\$27,557.79	\$43,263.38
Promaxima Manufacturing 5310 Ashbrook Drive Houston, TX 77081	\$10,288.00	\$22,197.52	\$35,125.52
Exercise & Rehab 3444 South Campbell Springfield, MO 65807	\$14,900.00	\$26,900.00	\$41,800.00
Mid States Fitness 5938 SW 17 th #300 Topeka, Kansas 66610	\$17,120.00	\$30,800.00	\$47,920.00
Central State Fitness Systems – West P.O. Box 280 Greenwood, MO 64034	\$18,380.00	\$31,843.00	\$50,223.00
Fitness Gallery 10363 Metcalf Avenue Overland Park, KS 66212	\$14,073.00	\$24,242.00	\$38,497.00
	\$16,844.00	\$29,660.00	\$46,504.00
Global Fitness Inc. 16602 S. Figueroa Street Gardena, CA 90248	\$7,700.00	\$17,800.00	\$25,500.00
Fitness Showcase 1221 West 103 rd Street Kansas City, MO 64114	\$15,712.55	\$27,117.50	\$42,830.05