

## Table of Contents

Agenda . . . . .	2
Approval of the September 14, 2010, City Commission Meeting minutes.	
September 14, 2010 Minutes . . . . .	4
Approval of Agreement for Right-of-Way Appraisal Review Services between the City of Pittsburg and Charles L. Hosman in connection with the acquisition of right-of-way for the Atkinson Road Bridge Project KDOT Project No. 19 U-2000-01 in an amount not to exceed \$2,500 and, if approved, authorize the Mayor to sign the agreement on behalf of the City of Pittsburg.	
Review Appraisal Agreement Memo . . . . .	8
Review Appraisal - Chuck Hosman . . . . .	9
Approve or disapprove staff request to purchase the property located at 901 West 4th Street for \$31,200, and authorize the Mayor to sign the appropriate documents on behalf of the City.	
Purchase of Property at 901 West 4th Street . . . . .	16
Approval of Ordinance No. G-1100 providing for the change of certain areas from Planned Neighborhood Commercial (CP-1) and Planned Medium Density Residential (RP-3) to Planned General Commercial (CP-2) and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended of the City of Pittsburg, Kansas. (2000 Block of East Centennial)	
G-1100 Rezoning 2000 Block Centennial . . . . .	17
Approval of the Appropriation Ordinance for the period ending September 29, 2010, subject to the release of HUD expenditures when funds are received.	
CHECK LIST . . . . .	19
Appropriation Ord Signature Sheet . . . . .	33
DISPOSITION OF BIDS - STORM WARNING SYSTEMS -	
Approval of the low bid meeting specifications in the total amount of \$22,569.36 (\$11,284.68 each) submitted by Washington Electronics, Inc., of Pittsburg, Kansas, for the purchase and installation of new storm warning systems at 1003 E. Adams and 3295 S. Rouse.	
Storm Sirens Bid Disposition Memo . . . . .	34
Storm Sirens Bid Tab Sheet . . . . .	36
DECLARATION OF SURPLUS PROPERTY - Approval of staff request to declare certain City-owned vehicles, equipment and other miscellaneous items as surplus and authorize staff to conduct a public auction to dispose of the surplus items.	
Excess Equipment . . . . .	37

CITY OF PITTSBURG, KANSAS  
COMMISSION AGENDA  
Tuesday, September 28, 2010  
5:30 PM

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**CALL TO ORDER BY THE MAYOR:**

- a. Invocation provided by K.O. Noonoo of the First Presbyterian Church
- b. Flag Salute Led by the Mayor
- c. Public Input

**CONSENT AGENDA:**

- a. Approval of the September 14, 2010, City Commission Meeting minutes.
- b. Approval of Agreement for Right-of-Way Appraisal Review Services between the City of Pittsburg and Charles L. Hosman in connection with the acquisition of right-of-way for the Atkinson Road Bridge Project KDOT Project No. 19 U-2000-01 in an amount not to exceed \$2,500 and, if approved, authorize the Mayor to sign the agreement on behalf of the City of Pittsburg.
- c. Approve or disapprove staff request to purchase the property located at 901 West 4th Street for \$31,200, and authorize the Mayor to sign the appropriate documents on behalf of the City.
- d. Approval of the application submitted by Maria Luz Salva-Alberto to sell Cereal Malt Beverages at Super Mercado Yoselin, located at 1402 South Broadway, for the year 2010. **Approve or disapprove application and, if approved, direct the City Clerk to issue the license.**
- e. Approval of Ordinance No. G-1100 providing for the change of certain areas from Planned Neighborhood Commercial (CP-1) and Planned Medium Density Residential (RP-3) to Planned General Commercial (CP-2) and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended of the City of Pittsburg, Kansas. (2000 Block of East Centennial) **First Reading, if the Governing Body concurs.**
- f. Approval of the Appropriation Ordinance for the period ending September 29, 2010, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

CITY OF PITTSBURG, KANSAS  
COMMISSION AGENDA  
Tuesday, September 28, 2010  
5:30 PM

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CONSIDER THE FOLLOWING:

- a. DISPOSITION OF BIDS - STORM WARNING SYSTEMS - Approval of the low bid meeting specifications in the total amount of \$22,569.36 (\$11,284.68 each) submitted by Washington Electronics, Inc., of Pittsburg, Kansas, for the purchase and installation of new storm warning systems at 1003 E. Adams and 3295 S. Rouse. **Approve or disapprove of low bid and, if approved, authorize the Mayor to sign the contract documents once prepared.**
  
- b. DECLARATION OF SURPLUS PROPERTY - Approval of staff request to declare certain City-owned vehicles, equipment and other miscellaneous items as surplus and authorize staff to conduct a public auction to dispose of the surplus items.

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
September 14, 2010

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A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, September 14<sup>th</sup>, 2010, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Patrick O'Bryan presiding and the following members present: Marty Beezley, Pamela Henderson, and William H. Rushton. Absent: Rudy Draper.

Mike Hart of the Trinity Baptist Church provided the invocation.

Mayor O'Bryan led the flag salute.

Mayor O'Bryan proclaimed the week of September 17-23, 2010, as Constitution Week in Pittsburg.

**PUBLIC INPUT –**

Cynthia Sacanne, Frontenac resident and owner of the property located at 805 West 8<sup>th</sup> Street, voiced concern about the dilapidated condition of the structure located at 709 North Chestnut. Director of Public Works William A. Beasley provided an update on the status of the property.

**APPROVAL OF MINUTES – AUGUST 24<sup>th</sup>, 2010** - On motion of Rushton, seconded by Beezley, the Governing Body approved the minutes of the August 10<sup>th</sup>, 2010, City Commission Meeting as submitted. Motion carried. Absent: Draper.

**APPOINTMENT - PARKS AND RECREATION BOARD –** On motion of Rushton, seconded by Beezley, the Governing Body appointed Todd Loveland to fill the unexpired term of Scott Roberts as a member of the Parks and Recreation Advisory Board effective immediately and to expire on December 31<sup>st</sup>, 2011. Motion carried. Absent: Draper.

**VACATION ORDER –** On motion of Rushton, seconded by Beezley, the Governing Body approved an Order vacating an easement beginning at the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 18, Township 30 South, Range 25 East, thence West 210 feet, thence South 120 feet to the true point of beginning, also being the North line of the easement, thence East 60 feet, South 10 feet, West 60 feet, thence North 10 feet to the true point of beginning all located in the City of Pittsburg, Crawford County, Kansas. (Request of Clear Link Telephone Corp.) Motion carried. Absent: Draper.

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
September 14, 2010

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VACATION ORDER – On motion of Rushton, seconded by Beezley, the Governing Body approved an Order vacating the right-of-way of the unimproved Taylor Street beginning at the North right-of-way line of East 4th Street and extending North a distance of 309.79 feet, more or less, to the South right-of-way line of unimproved East 5th Street located adjacent to Lots 14 and 15, Block 7, Playter’s 3rd Addition to the City of Pittsburg, Crawford County, Kansas. (Request of Don and Pat Rohrbaugh) Motion carried. Absent: Draper.

ORDINANCE NO. G-1097 – On motion of Rushton, seconded by Beezley, the Governing Body approved Ordinance No. G-1097, amending Section 34-31 through 34-40, Section 34-42 and Section 34-43 of the Pittsburg City Code and adopting by reference the 2006 Edition of the International Fire Code as a standard of the International Code Council (ICC), except such parts or portions thereof as are deleted, modified, supplemented or amended by Section 34-33 through Section 34-40, on second reading with the following roll call vote: Yea: Beezley, Henderson, O’Byran and Rushton. Motion carried. Absent: Draper.

ORDINANCE NO. G-1098 – On motion of Rushton, seconded by Beezley, the Governing Body approved Ordinance No. G-1098 amending Section 54-41 of the Code of the City of Pittsburg, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2010 Edition of the “Uniform Public Offense Code for Kansas Cities” as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1076, on second reading with the following roll call vote: Yea: Beezley, Henderson, O’Byran and Rushton. Motion carried. Absent: Draper.

ORDINANCE NO. G-1099 – On motion of Rushton, seconded by Beezley, the Governing Body approved Ordinance No. G-1099 amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection of public health, property, and safety, and the regulation of traffic by adopting by reference the 2010 Edition of the “Standard Traffic Ordinance for Kansas Cities” as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed and repealing Ordinance No. G-1077, on second reading with the following roll call vote: Yea: Beezley, Henderson, O’Byran and Rushton. Motion carried. Absent: Draper.

CHANGE ORDER – SANITARY SEWER LINE REPAIR – On motion of Rushton, seconded by Beezley, the Governing Body approved Change Order No. 2 reflecting a deduct of \$37,480.27 making a new contract construction amount of \$655,236.37 for the Sanitary Sewer Line Repair - Project 1. Motion carried. Absent: Draper.

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
September 14, 2010

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**FINAL PAYMENT – MEMORIAL AUDITORIUM FRONT STEPS REPLACEMENT PROJECT –**  
On motion of Rushton, seconded by Beezley, the Governing Body approved final payment in the amount of \$16,731.01 to Home Center Construction, of Pittsburg, Kansas for the Memorial Auditorium Front Step Replacement Project. Motion carried. Absent: Draper.

**APPROPRIATION ORDINANCE –** On motion of Rushton, seconded by Beezley, the Governing Body approved the Appropriation Ordinance for the period ending September 15<sup>th</sup>, 2010, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Henderson, O'Bryan, and Rushton. Motion carried. Absent: Draper.

**BIENNIAL BRIDGE INSPECTION AGREEMENT –** On motion of Beezley, seconded by Henderson, the Governing Body approved an agreement between the City of Pittsburg and Professional Engineering Consultants (PEC), P.A., of Wichita, Kansas, to provide bridge inspection services for the City's 2010 Biennial Bridge Inspection in the amount of \$4,133.00 and, authorized the Mayor to sign the agreement on behalf of the City, once it has been reviewed by the City Attorney. Motion carried. Absent: Draper.

Director of Public Works William A. Beasley noted that the insurance requirement in the agreement has been amended to the amount of \$1,000,000.

**DANCE HALL LICENSE RENEWAL - THE JUNGLE –** On motion of Rushton, seconded by Henderson, the Governing Body approved the application submitted by Richard Peoples for the renewal of the Dance Hall License for The Jungle, and directed the City Clerk to issue the license. Motion carried. Absent: Draper.

**FACADE GRANT APPLICATION - 622 NORTH BROADWAY –** The Governing Body did not consider the Facade Grant application submitted by Michael and Ruth Ellen Simpson, owners of the property located at 622 North Broadway, in the amount of \$7,500.00.

**REQUEST TO REZONE –** On motion of Beezley, seconded by Henderson, the Governing Body approved the recommendation of the Planning and Zoning Commission to grant the request submitted by J. D. Fisher dba Health A Lifestyle to rezone the 2000 Block of East Centennial from CP-1 Planned Neighborhood Commercial and RP-3 Planned Medium Density Residential to CP-2 Planned General Commercial. Motion carried. Absent: Draper.

**SOFTWARE PURCHASE - PARKS AND RECREATION DEPARTMENT –** On motion of Rushton, seconded by Beezley, the Governing Body approved staff request to purchase software and hardware from Vermont Systems, Inc. to replace RecWare software and TicketSage at a cost of \$60,223, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried. Absent: Draper.

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
September 14, 2010

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SALES TAX ELECTION QUESTION WORDING – On motion of Henderson, seconded by Beezley, the Governing Body approved the following wording for the November 2010 sales tax election question: "Shall a retailers' sales tax in an additional amount of one quarter of one percent (.25%) be levied in the City of Pittsburg, Kansas, to take effect April 1, 2011, with the proceeds therefrom used to pay for the maintenance and repair of City streets for a time period not to exceed five (5) years from the date such additional sales tax is first collected?". Motion carried with Rushton voting in opposition. Absent: Draper.

NON-AGENDA REPORTS AND REQUESTS:

PUBLIC UTILITIES BUILDING CONSTRUCTION - Commissioner Beezley spoke in reference to the recent letter to the editor regarding the reasoning as to why a local contractor is not constructing the new Public Utilities building. Interim City Manager John VanGorden stated that the bid process was utilized when selecting a contractor for the building, and the low bidder happened to be an out of town company. VanGorden discussed the City's local weighted bidders policy, which did not have an effect on the outcome of the award of the bid. City Attorney Henry Menghini noted that if the low bid was not awarded for this project, Federal funds would not have been received for the building.

ADJOURNMENT: On motion of Henderson, seconded by Beezley, the Governing Body adjourned the meeting at 6:20 p.m. Motion carried.

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Patrick J. O'Bryan, Mayor

ATTEST:

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Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

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

(620) 231-4170

www.pittks.org

## Interoffice Memorandum

TO: JOHN D. VANGORDEN  
Interim City Manager

FROM: WILLIAM A. BEASLEY  
Director of Public Works

DATE: September 22, 2010

SUBJECT: Agenda Item – September 28, 2010  
Atkinson Road Bridge  
Agreement for Appraisal Review Services

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The City of Pittsburg has received the appraisals of the right-of-way and easements necessary for the construction of the Atkinson Road Bridge. KDOT right-of-way requires both an appraisal and a review appraisal of each property. Mainland Appraisal Services performed the appraisals for the City and Chuck Hosman has agreed to perform the review appraisal. These are the only local companies who are certified by the State to perform these appraisals. Mr. Hosman has agreed to perform this review appraisal for an amount not to exceed \$2,500. The City Attorney has reviewed the attached agreement for content.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 28, 2010. Action being requested is to approve this agreement for appraisal review services to be performed by Chuck Hosman and, if approved, authorize the Mayor to sign the agreement on behalf of the City of Pittsburg.

Attachment: Agreement for Right-of-Way Appraisal Review Services

cc: Tammy Nagel, City Clerk  
Project File  
Memo File

# AGREEMENT FOR RIGHT OF WAY

## APPRAISAL REVIEW SERVICES

THIS AGREEMENT Entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010, by the CITY OF PITTSBURG, KANSAS, hereinafter referred to as the "City", and Charles L. Hosman of Pittsburg, Kansas, hereinafter referred to as the "Consultant", in connection with the acquisition of right of way for the following project:

West Atkinson Project  
KDOT Project No. 19 U-2000-01

WHEREAS, The City desires to undertake the above mentioned project(s) which require the acquisition of certain real property interests, and

WHEREAS, It is necessary to secure the services of a qualified review appraiser to assist in the acquisition of said real property interests.

NOW THEREFORE, In consideration of the premises and the mutual covenants contained herein, it is agreed by the parties hereto as follows:

### ARTICLE I

#### THE CITY AGREES:

1. To furnish plans, strip maps, and informational data showing the proposed location of Bridge and Roadway Improvements which the City contemplates the acquisition of land for right of way and/or easements. These plans will show the following:
  - A. Property lines and owners' names.
  - B. Area to be acquired.
  - C. Appraisal problem statement.
  - D. Appraisal report.
2. To furnish copies of certificates of title of tracts of land, portions, or all of which will be affected by the acquisition of right of way or access rights for the Bridge and Roadway Improvements which is included in the copy folder of the appraisal report.

3. To furnish a description either by legal description or metes and bounds of the various tracts, parcels, or property rights to be acquired. These documents will be located in the appraisal report.
4. To furnish all necessary review appraisal forms and formats.
5. To pay the Consultant the fees set out in the schedule entitled "Proposal for Review Appraisal Services" which is attached to and made a part of this Agreement. The City will make payments to the Consultant for fees due on a five-tract basis. Processing for payment to the Consultant for fees due will proceed within thirty (30) days of receipt of a properly executed state payment voucher for services completed and receipt of documentation that is to the complete satisfaction of the City.

## **ARTICLE II**

### **THE CONSULTANT AGREES:**

1. To perform all work necessary to review appraisals submitted regarding the title to all tracts, parcels, and property rights required for said Bridge and Roadway Improvement project(s) in accordance with the Kansas Department of Transportation, Bureau of Right of Way appraisal manual, accepted practices for appraisal of land for highway acquisition, Federal and State laws, and any additional written or verbal instructions given by the Kansas Department of Transportation.
2. That review appraisers to be utilized by the Consultant shall be approved by the City prior to beginning actual review appraisal work.
3. To comply with the following provisions in regard to review appraisal work:
  - A. Consultant shall review the data book for conformance to a description of the area; community information; highest and best use information; confirmed and noted comparable sales with photographs; damages and benefits, costs to cure items and sources; and, adjustments to comparable sales. All forms used in the data books shall be approved by the Kansas Department of Transportation.
  - B. Consultant shall personally inspect each subject tract to become familiar with the appraisal problem.
  - C. Consultant shall prepare and submit two copies of a review of each tract one each to be attached to the front of each appraisal report. The review comments shall minimally address the property as a whole, the required acquisition, the effected improvements, and the effects upon the remaining. The review shall address the pertinent components of the appraisal report for clarity, appraisal logic, and mathematical correctness.
  - D. Consultant shall prepare two copies of page 3 of the offer letter to be attached in front of the copy folder of the appraisal report.
4. To provide the City on a weekly basis a progress report by telephone indicating the current status of all review activities.

5. To submit completed appraisal reviews on a weekly basis, but no later than three (3) weeks after receipt of appraisal report, and to have all appraisal reviews submitted no later than October 31, 2010. This date is based on the fact that appraisals are received in a timely manner and Consultant will not be penalized for appraisals received late.
6. That if the review appraisal services and related documentation are deficient in any respect and are not to the satisfaction of the City, that Consultant shall immediately make the necessary corrections and/or furnish the additional information or documentation required upon notification from the City or his/her authorized representative. No additional payment will be paid to the Consultant for correcting these deficiencies.
7. To be available for pretrial conferences and to appear in court as an expert witness at the request of the City, or upon court order, and to verify his/her review appraisals.
8. That he/she has no direct or indirect, present or contemplated, or future interest in such properties or in any way benefit from the appraisal reviews or acquisition of the properties to be appraised under this Agreement. The Consultant further agrees that fees to be received under the terms of this Agreement will not be duplicated under any other employment agreement or contractual relationship he/she may now have with the City.
9. To certify that he/she is in compliance with K.S.A. 46-239(c) by signing the Certificate of Compliance Special Attachment, which is hereby made a part of this Agreement.
10. That this contract will be implemented without discrimination on the grounds of race, religion, color, sex, age, handicap, or national origin, as more specifically set out in the Nondiscrimination Special Attachment, which is hereby made a part of this Agreement.

### **ARTICLE III**

#### **BASIS OF PAYMENT**

It is mutually agreed that the basis of payment for appraisal services shall be as follows:

1. Consultant shall be compensated for his/her appraisal services in accordance with the fees set out in the schedule entitled "Proposal for Review Appraisal Services" which are included and made a part of this Agreement. Consultant shall be compensated only after completion of all appraisal activities and the submission of related documentation, in accordance with Article II above, and only after those activities and documentation are to the complete satisfaction of the City.
2. The approved fee schedule includes any and all direct and indirect expenses of any nature whatsoever, including but not limited to: wages; overhead; taxes; licenses; penalties; fines; administrative expenses; travel expenses such as rent, lodging, meals, and vehicle expense; computer expense; clerical support; stationary; and, postage.

3. Fees for pretrial conferences and time spent as a witness in court, shall be paid in addition to the appraisal fees, more specifically detailed as follows:

Fees for Condemnation Appearances:

Pretrial Conferences:

\$85 per hour

Expert Witness:

\$400 per one half day or portion thereof

\$800 per one full day

4. Payment for appraisal review service shall be made on an on-going basis, after receipt of a properly executed state payment voucher. Consultant shall submit a state payment voucher which shall include no less than five(5) tracts for payment and shall list the type of services that have been rendered, i.e. appraisal review services, pretrial conferences, or witness fees; tracts by number, tract owner's name, and the respective tract fee; the Consultant's social security or FEIN number; and, the Consultant's dated signature.

5. If major changes are made in the scope or character of the work to be done which will either materially increase or decrease the cost of the appraisal review work to be performed, the per tract fee as set out in the fee schedule attached shall be reviewed, and after approval of both the City and the Consultant, may be adjusted to conform to the amount of work actually necessary to be performed.

The maximum allowable expenditure under this Agreement is \$2,500. This amount is established only for the purpose of allocating sufficient funds within the KDOT so that payment for any additional work required not detailed in the negotiated fee schedule and Articles II & III above may be made in a timely manner. Additional work may include supplementary reports required for extra parcels or sites not originally anticipated. This amount shall include all appraisal review services and condemnation appearances as set out in the attached fee schedule and Article II & III above; and, any and all additional work required to complete the appraisal activities of this project(s).

6. In the event any appraisal review work remains incomplete after the due date(s) specified in Article II, paragraph 5 above, the sum of Twenty-five Dollars (\$25.00) per day per each incomplete tract may be assessed and deducted from any monies due the Consultant, not as a penalty but as liquidated damages. The Bureau of Right of Way may modify the liquidated damages due from the Consultant with the concurrence of Chief Counsel. These liquidated damages shall not be deducted if such remaining incomplete work is the result of major changes made by the City which would cause an extension of the due date(s).

## **ARTICLE IV**

### **BOTH PARTIES HERETO AGREE:**

1. That the City reserves the right to terminate this Agreement at any time in the event the project(s) is to be abandoned or indefinitely postponed, or because of the Consultant's disability or death, or because the services of the Consultant are unsatisfactory, or failure by the Consultant to execute the work with due diligence; provided however, that in any such case, the Consultant will be paid the reasonable value of the services rendered up to the time of termination. All work performed and documents produced by the Consultant shall become the property of the City.
2. That no assignment of this Agreement or of any right accruing under this Agreement shall be made in part or in whole by the Consultant without the express written consent of the City, and in the event of an assignment of this Agreement, the City shall have the right to declare this Agreement null and void. All work covered under this Agreement must be performed by or under the supervision of the Consultant.
3. That the appraised value fixed by the Consultant in his/her report may subsequently be affected by laws, regulations, or economic conditions and that the same is valid only for a reasonable time after submission.
4. That each party to this Agreement will furnish any available information in its possession to the other upon request if such information is necessary to accomplish the provisions of this Agreement.
5. That if a dispute arises concerning a question of fact in connection with appraisal policies and procedures and is not resolved by agreement between the two parties, the dispute shall be submitted to the City for final settlement.
6. That the provisions found in the Contractual Provisions Attachment (Form DA-146a), which is attached hereto and executed by the parties to this Agreement, are hereby incorporated in this Agreement and made a part hereof.
7. This Agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement on the day and year first written above.

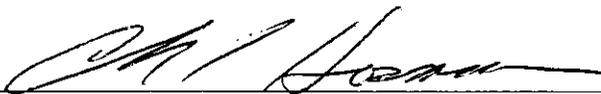
CITY OF PITTSBURG

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

Mayor

CONSULTANT

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

  
Charles L. Hosman  
Certified General Real Property Appraiser, G-879

Charles L. Hosman, Appraiser  
Company name

915 North Broadway  
Address

Pittsburg, KS 66762-3907  
City, State, Zip Code

620-231-8390  
Telephone Number

620-231-6820  
FAX Number

512-42-7393  
FEIN or S.S. Number

## 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 statutory 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. 76-8403), 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 or 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. 48-1101 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."

## INTEROFFICE MEMORANDUM

To: John D. VanGorden  
Interim City Manager

From: Scott Crain  
Fire Chief

Date: September 22<sup>nd</sup>, 2010

Subject: Purchase of Property Located at 901 West 4<sup>th</sup> Street

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The City of Pittsburg has been interested in purchasing the property adjacent to Fire Station No. 1 located at 901 West 4<sup>th</sup> Street for some time. I was recently approached by the owner of the property who indicated that she was interested in selling the property. In this regard, I would like to request permission to purchase the property located at 901 West 4<sup>th</sup> Street for \$31,200. Acquisition of this property will greatly enhance the appearance of the Fire Station No. 1 complex.

Please place this item on the agenda for the September 28<sup>th</sup>, 2010, City Commission Meeting. Action needed is approval or disapproval of staff request to purchase the property as stipulated above and if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.

Please feel free to contact me if you have questions or require additional information.

(Published in The Morning Sun on \_\_\_\_\_, 2010)

**ORDINANCE NO. G-1100**

**AN ORDINANCE**, providing for the change of certain areas from Planned Neighborhood Commercial (CP-1) and Planned Medium Density Residential (RP-3) to Planned General Commercial (CP-2) and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended of the City of Pittsburg, Kansas.

**WHEREAS**, the Planning and Zoning Commission of the City of Pittsburg, Kansas, has filed their report with the Board of Commissioners of the City of Pittsburg, Kansas, recommending amendment of said Ordinance relating to area and use zoning and amendment of the Zoning District Boundary Map.

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

**Section 1.** That the Planned General Commercial (CP-2) as defined by the Zoning Ordinance, is hereby amended and supplemented to include the following described real estate in the City of Pittsburg, Crawford County, Kansas, to-wit:

Lot 1, in Block 3 in Summerfield Subdivision Phase II, Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof, LESS that part in Deed for Highway Purposes in Book 359, page 737; and

Lot 1, in Block 5 of Summerfield Subdivision Phase II, Crawford County, Kansas, according to the recorded Plat thereof.

**Section 2.** That Zoning Ordinance No. G-663, as amended, including the Zoning District Boundary Map adopted on May 28, 1991, and periodically revised, is hereby amended and supplemented to include the area and use as set out in the preceding section.

**Section 3.** This Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

**ADOPTED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_,  
2010.

\_\_\_\_\_  
Mayor – Patrick J. O'Bryan

ATTEST:

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

(SEAL)

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	9/10/2010			163426		
C-CHECK	VOID CHECK	V	9/10/2010			163427		
C-CHECK	VOID CHECK	V	9/17/2010			163480		
C-CHECK	VOID CHECK	V	9/17/2010			163481		
C-CHECK	VOID CHECK	V	9/17/2010			163483		
C-CHECK	VOID CHECK	V	9/17/2010			163484		
C-CHECK	VOID CHECK	V	9/17/2010			163487		
C-CHECK	VOID CHECK	V	9/17/2010			163488		

* * 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 CHECKS:	8 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	0.00
TOTAL ERRORS:	0				
VENDOR SET: 99 BANK: *	TOTALS:	8	0.00	0.00	0.00
BANK: *	TOTALS:	8	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	R	9/09/2010			163422		130.40
1	MENGHINI, JULIE	R	9/10/2010			163423		125.00
1	SWARTZ, TOM	R	9/10/2010			163424		100.00
1108	WESTAR ENERGY	R	9/10/2010			163425		97,925.10
1352	TERRY LUCCHI	R	9/10/2010			163428		32.00
13516	CITY OF PITTSBURG	R	9/10/2010			163429		200.00
5589	VERIZON WIRELESS	R	9/10/2010			163430		810.97
0523	AT&T	R	9/17/2010			163482		5,753.80
4864	MIKE D BROWN	R	9/17/2010			163485		45.00
4263	COX COMMUNICATIONS	R	9/17/2010			163486		1,495.59
6546	ANTHONY HUFFINE	R	9/17/2010			163489		3,000.00
0094	M&I BANK	R	9/17/2010			163490		400.00
6368	R & F FARM SUPPLY INC	R	9/17/2010			163491		50.19
1	SQUIRE, BRITTNEY	R	9/17/2010			163492		36.00
5904	TASC	R	9/17/2010			163493		511.02
1	THEROFF, RONDA	R	9/17/2010			163494		100.00
1	US ASSETS RECOVERY, LLC	R	9/17/2010			163495		920.42
1108	WESTAR ENERGY	R	9/17/2010			163496		24.90
1	WSU, CONFERENCE OFFICE	R	9/17/2010			163497		280.00
6445	GENERAL SERVICE CORPORATION	R	9/21/2010			163498		104,626.80
1	CANALES, MARCOS	R	9/21/2010			163499		410.00
1616	CITY OF PITTSBURG	R	9/21/2010			163500		4.27

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6173	ASHBROOK SIMON-HARTLEY OPERATI	R	9/21/2010			163501		607.55
6545	CENTER POINT INC	R	9/21/2010			163502		314.54
5759	COMMUNITY HEALTH CENTER OF SEK	R	9/21/2010			163503		512.17
0021	CUES	R	9/21/2010			163504		399.98
1	HOSMAN, CHARLES	R	9/21/2010			163505		350.00
6560	CHAD KUEHN	R	9/21/2010			163506		130.00
5947	NES	R	9/21/2010			163507		146.00
6536	POLYDYNE INC	R	9/21/2010			163508		1,606.50
6290	R-QUIP EQUIPMENT RENTAL	R	9/21/2010			163509		156.80
6561	SAFETY SUPPLIES INC	R	9/21/2010			163510		48.90
4052	TRAVELERS	R	9/21/2010			163511		178.48
4839	VAN BECELAERE MACHINE WORKS, I	R	9/21/2010			163512		50.00
6558	VERMONT SYSTEMS INC	R	9/21/2010			163513		7,972.12
2350	WCA WASTE SYSTEMS INC	R	9/21/2010			163514		445.11
6445	GENERAL SERVICE CORPORATION	R	9/21/2010			163515		24,657.30
0011	AMERICAN ELECTRIC INC	E	9/15/2010			999999		56.59
0012	ANDERSON CAR & TRACTOR CORPORA	E	9/15/2010			999999		142.09
0034	CRONISTER BROTHERS, INC	E	9/15/2010			999999		971.65
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	9/15/2010			999999		3,527.30
0042	BEITZINGER'S HARDWARE INC	E	9/15/2010			999999		25.69
0044	CRESTWOOD COUNTRY CLUB	E	9/15/2010			999999		546.46
0046	ETTINGERS OFFICE SUPPLY	E	9/15/2010			999999		1,518.09

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0054	JOPLIN SUPPLY COMPANY	E	9/15/2010			999999		131.71
0055	JOHN'S SPORT CENTER	E	9/15/2010			999999		99.95
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	9/15/2010			999999		655.50
0064	MATADORE CO	E	9/15/2010			999999		34.30
0068	BROOKS PLUMBING LLC	E	9/15/2010			999999		110.23
0074	RUSSELL BELDEN ELECTRIC COMPAN	E	9/15/2010			999999		414.82
0075	RYAN'S DRIVE-THRU CLEANER	E	9/15/2010			999999		60.75
0078	SUPERIOR LINEN SERVICE	E	9/15/2010			999999		141.34
0083	WATER PRODUCTS INC	E	9/15/2010			999999		6,536.23
0084	INTERSTATE EXTERMINATOR, INC.	E	9/15/2010			999999		310.00
0088	D & H LEASING INC	E	9/15/2010			999999		241.73
0101	BUG-A-WAY INC	E	9/15/2010			999999		20.00
0105	PITTSBURG AUTOMOTIVE INC	E	9/15/2010			999999		1,685.94
0112	MARRONES INC	E	9/15/2010			999999		477.65
0116	DANIEL E BRADEN	E	9/15/2010			999999		45.00
0117	THE MORNING SUN	E	9/15/2010			999999		1,577.35
0128	MT CARMEL MEDICAL CENTER	E	9/15/2010			999999		1,140.00
0129	PROFESSIONAL ENGINEERING CONSU	E	9/15/2010			999999		60,742.30
0133	JIM RADELL CONSTRUCTION INC	E	9/15/2010			999999		660.00
0136	CHARLESWORTH & ASSOCIATES LC	E	9/15/2010			999999		450.00
0145	BROADWAY LUMBER COMPANY, INC.	E	9/15/2010			999999		199.20
0154	BLUE CROSS & BLUE SHIELD	D	9/10/2010			999999		11,066.97

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0154	BLUE CROSS & BLUE SHIELD	D	9/17/2010			999999		17,828.96
0163	O'REILLY AUTOMOTIVE INC	E	9/15/2010			999999		53.47
0177	BOOK WHOLESALERS INC	E	9/15/2010			999999		98.89
0183	PRO-PRINT INC	E	9/15/2010			999999		199.50
0194	KANSAS STATE TREASURER	E	9/15/2010			999999		5,336.50
0196	ALCOHOL & DRUG SAFETY	E	9/15/2010			999999		190.00
0199	KIRKLAND WELDING SUPPLIES	E	9/15/2010			999999		19.90
0200	SHERWIN WILLIAMS COMPANY	E	9/15/2010			999999		835.94
0203	GADES SALES CO INC	E	9/15/2010			999999		735.21
0207	PEPSI-COLA BOTTLING CO OF PITT	E	9/15/2010			999999		1,325.90
0224	KDOR	D	9/21/2010			999999		2,649.15
0272	BO'S 1 STOP INC	E	9/15/2010			999999		3,891.98
0276	JOE SMITH COMPANY, INC.	E	9/15/2010			999999		388.22
0278	LAWSON PRODUCTS INC	E	9/15/2010			999999		107.72
0286	R&R PRODUCTS INC	E	9/15/2010			999999		584.45
0292	UNIFIRST CORPORATION	E	9/15/2010			999999		79.72
0294	COPY PRODUCTS INC	E	9/15/2010			999999		524.98
0300	PITTSBURG FORD-MERCURY, INC.	E	9/15/2010			999999		357.92
0303	601 DONUT SHOP	E	9/15/2010			999999		55.46
0304	AIRKEM MIDWEST SALES INC	E	9/15/2010			999999		184.17
0306	CASTAGNO OIL CO INC	E	9/15/2010			999999		131.96
0308	DOBRAUC OIL COMPANY INC	E	9/15/2010			999999		1,011.76

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0328	KANSAS ONE-CALL SYSTEM	E	9/15/2010			999999		1,221.60
0329	O'MALLEY IMPLEMENT CO INC	E	9/15/2010			999999		432.10
0335	CUSTOM AWARDS PLUS INC	E	9/15/2010			999999		93.41
0337	CROSS-MIDWEST TIRE	E	9/15/2010			999999		20.25
0345	VICTOR L PHILLIPS CO	E	9/15/2010			999999		260.14
0375	CONVENIENT WATER COMPANY	E	9/15/2010			999999		202.50
0444	ROBERT BRENT LINDER	E	9/15/2010			999999		272.55
0516	AMERICAN CONCRETE CO INC	E	9/15/2010			999999		238.25
0534	TYLER TECHNOLOGIES	E	9/15/2010			999999		390.00
0543	PITTSBURG REFRIGERATION	E	9/15/2010			999999		85.00
0571	WILBERT MFG. & SUPPLY	E	9/15/2010			999999		347.50
0583	DICKINSON INDUSTRIES INC	E	9/15/2010			999999		240.00
0585	MOLLE MC AUTOMOTIVE INC	E	9/15/2010			999999		97.97
0587	WESTCO	E	9/15/2010			999999		1,110.00
0627	BOETTCHER SUPPLY INC	E	9/15/2010			999999		101.87
0629	REDWOOD HEIGHTS DEV INC	E	9/15/2010			999999		345.00
0650	HOME CENTER CONSTRUCTION	E	9/16/2010			999999		16,731.03
0659	PAYNES INC	E	9/15/2010			999999		501.16
0669	RANDY VILELA	E	9/15/2010			999999		3,660.00
0690	TREASURED IMAGES	E	9/15/2010			999999		35.00
0700	NAMES AND NUMBERS	E	9/15/2010			999999		1,335.00
0704	NEPTUNE RADIATOR AND AUTO	E	9/15/2010			999999		936.05

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0746	CDL ELECTRIC COMPANY	E	9/15/2010			999999		634.80
0751	ULTRA-CHEM INC	E	9/15/2010			999999		143.64
0786	RICHARD RHEEMS	E	9/15/2010			999999		1,237.68
0806	JOHN L CUSSIMANIO	E	9/15/2010			999999		412.00
0823	TOUCHTON ELECTRIC INC	E	9/15/2010			999999		400.00
0843	LAB SAFETY SUPPLY INC	E	9/15/2010			999999		124.95
0844	HY-FLO EQUIPMENT CO	E	9/15/2010			999999		257.60
0907	MICROFLEX CORPORATION	E	9/15/2010			999999		288.60
1013	SAFETY FIRST SUPPLY CO., LLC	E	9/15/2010			999999		138.38
1050	KPERS	D	9/17/2010			999999		1,496.00
1141	THE G W VAN KEPPEL COMPANY	E	9/15/2010			999999		2,509.46
1150	INDUSTRIAL SALES CO INC	E	9/15/2010			999999		1,786.91
1199	SCURLOCK INDUSTRIES CORP	E	9/15/2010			999999		225.00
1256	ANDERSON ENGINEERING INC	E	9/15/2010			999999		3,331.75
1277	SYSTEMS MANUFACTURING INC	E	9/15/2010			999999		2,307.50
1327	KBI	D	9/16/2010			999999		360.00
1378	WHITE STAR	E	9/15/2010			999999		1,099.77
1445	WICHITA PUMP & SUPPLY CO INC	E	9/15/2010			999999		1,532.62
1478	KANSASLAND TIRE OF PITTSBURG	E	9/15/2010			999999		2,838.98
1490	ESTHERMAE TALENT	E	9/15/2010			999999		25.00
1576	PAVING MAINTENANCE SUPPLY INC	E	9/15/2010			999999		36,080.43
1619	MIDWEST TAPE	E	9/15/2010			999999		339.38

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1733	BOYD METALS OF JOPLIN INC	E	9/15/2010			999999		408.08
1977	CDW GOVERNMENT, INC.	E	9/15/2010			999999		451.82
1991	CHIEF STATE BOILER INSPECTOR	E	9/15/2010			999999		30.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	9/15/2010			999999		123.87
2111	DELL MARKETING L.P.	E	9/15/2010			999999		1,064.82
2161	RECORDED BOOKS	E	9/15/2010			999999		483.61
2707	THE LAWNSCAPE COMPANY, INC.	E	9/15/2010			999999		2,375.00
2960	PACE ANALYTICAL SERVICES INC	E	9/15/2010			999999		708.00
2988	JOPLIN PAINT CENTER	E	9/15/2010			999999		3,948.00
3069	VIA CHRISTI PROFESSIONAL SERVI	E	9/15/2010			999999		180.87
3147	INTERNAL REVENUE SERVICE	D	9/17/2010			999999		63.95
3192	MUNICIPAL CODE CORP	E	9/15/2010			999999		242.00
3248	AIRGAS MID-SOUTH, INC	E	9/15/2010			999999		550.24
3261	PITTSBURG AUTO & GLASS	E	9/15/2010			999999		385.00
3281	USA BLUE BOOK	E	9/15/2010			999999		1,502.48
3964	CALLAWAY GOLF	E	9/15/2010			999999		377.87
3972	WASHINGTON ELECTRONICS INC	E	9/15/2010			999999		830.49
4133	T.H. ROGERS HOMECENTER	E	9/15/2010			999999		101.67
4149	THE LIBRARY OF CONGRESS	E	9/15/2010			999999		20.00
4183	BARBIZON LIGHT	E	9/15/2010			999999		508.70
4307	HENRY KRAFT, INC.	E	9/15/2010			999999		20.45
4312	GOLD MECHANICAL INC	E	9/15/2010			999999		468.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4354	LIFESTYLE LEASING INC	E	9/15/2010			999999		2,829.30
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	9/15/2010			999999		397.95
4501	JAMES D PATTERSON	E	9/15/2010			999999		53.92
4618	TRESA NOYES	E	9/15/2010			999999		939.15
4621	JCI	E	9/15/2010			999999		2,963.67
4660	TURFGRASS, INC.	E	9/15/2010			999999		400.00
4701	TRUCK PARTS & EQUIPMENT, INC.	E	9/15/2010			999999		78.98
4791	SPRINGSTED INCORPORATED	E	9/15/2010			999999		3,679.58
4792	R & R EQUIPMENT INC.	E	9/15/2010			999999		9.22
4845	ENVIRONMENTAL EXPRESS INC	E	9/15/2010			999999		419.50
4925	MASEK GOLF CAR COMPANY	E	9/15/2010			999999		234.60
4970	ERIC VANCE	E	9/14/2010			999999		3,333.00
5049	CRH COFFEE INC	E	9/15/2010			999999		5.80
5275	US LIME COMPANY-ST CLAIR	E	9/15/2010			999999		10,258.95
5308	BUS ANDREWS EQUIPMENT INC	E	9/15/2010			999999		920.00
5368	SHRINE BOWL OF KANSAS INC	E	9/15/2010			999999		300.00
5474	THE UPS STORE	E	9/15/2010			999999		45.47
5552	NATIONAL SIGN CO INC	E	9/15/2010			999999		667.68
5599	PALMERTON & PARRISH INC	E	9/15/2010			999999		278.11
5761	JUSTIN HENDERSON	E	9/15/2010			999999		1,600.00
5855	SHRED-IT USA INC	E	9/15/2010			999999		50.00
5892	LAFORGE AND BUDD CONSTRUCTION	E	9/15/2010			999999		445,131.90

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5892	LAFORGE AND BUDD CONSTRUCTION	E	9/17/2010			999999		223,650.00
5904	TASC	D	9/17/2010			999999		6,177.08
6029	GARSITE/PROGRESS LLC	E	9/15/2010			999999		56.65
6117	ALEXANDER OPEN SYSTEMS INC	E	9/15/2010			999999		400.00
6139	BOB MARTIN	E	9/15/2010			999999		1,430.00
6175	HENRY C MENGHINI	E	9/15/2010			999999		47.18
6191	MARADETH FREDERICK	E	9/15/2010			999999		600.00
6253	DWAYNE O'BRIEN	E	9/15/2010			999999		4,492.39
6256	MID-WEST FERTILIZER INC	E	9/15/2010			999999		1,355.92
6262	CLEAN THE UNIFORM COMPANY	E	9/15/2010			999999		560.60
6309	TAMMY FRYE	E	9/15/2010			999999		400.00
6389	PROFESSIONAL TURF PRODUCTS LP	E	9/15/2010			999999		531.93
6402	BEAN'S TOWING & AUTO BODY	E	9/15/2010			999999		950.54
6443	MEDICALODGES INC	E	9/15/2010			999999		340.00
6473	ED M FELD EQUIPMENT CO INC	E	9/15/2010			999999		146.70
6508	JOHN H BAILEY	E	9/15/2010			999999		700.00
6509	JAMES TUSH	E	9/15/2010			999999		700.00
6526	RAYMOND HARTMAN	E	9/15/2010			999999		400.00
6528	GALE GROUP	E	9/15/2010			999999		28.79
6532	SIDENER ENVIRONMENTAL SERVICES	E	9/15/2010			999999		1,461.44

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
				CHECK AMOUNT	DISCOUNTS		TOTAL APPLIED	
	REGULAR CHECKS:			254,556.91	0.00			254,556.91
	HAND CHECKS:			0.00	0.00			0.00
	DRAFTS:			39,642.11	0.00			39,642.11
	EFT:			910,636.24	2.07			910,638.31
	NON CHECKS:			0.00	0.00			0.00
	VOID CHECKS:							
		0 VOID DEBITS	0.00					
		VOID CREDITS	0.00	0.00	0.00			0.00
TOTAL ERRORS: 0								
VENDOR SET: 99 BANK: 80144TOTALS:				196	1,204,835.26	2.07		1,204,833.19
BANK: 80144 TOTALS:				196	1,204,835.26	2.07		1,204,837.33

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0075	RYAN'S DRIVE-THRU CLEANER	E	9/13/2010			999999		841.65
0256	STEPHEN GILLIS	E	9/20/2010			999999		5.00
0278	LAWSON PRODUCTS INC	E	9/13/2010			999999		107.40
0308	DOBRAUC OIL COMPANY INC	E	9/20/2010			999999		3,208.08
0577	KANSAS GAS SERVICE	E	9/13/2010			999999		6,827.84
0577	KANSAS GAS SERVICE	E	9/20/2010			999999		85.51
0779	PITTSBURG COMMUNITY THEATRE	E	9/20/2010			999999		3,101.14
0866	AVFUEL CORPORATION	E	9/13/2010			999999		20,825.94
1616	CITY OF PITTSBURG	E	9/20/2010			999999		4.27
2162	BRENT NARGES	E	9/13/2010			999999		20.00
3884	MARK D. TURNBULL	E	9/20/2010			999999		66.00
4501	JAMES D PATTERSON	E	9/13/2010			999999		106.00
5298	CAREER TRACK	E	9/20/2010			999999		128.00
5474	THE UPS STORE	E	9/20/2010			999999		48.61
5482	JUSTIN HART	E	9/20/2010			999999		29.95
5609	RON WHITE	E	9/20/2010			999999		378.00
5883	SPROULS CONSTRUCTION INC	E	9/13/2010			999999		54,320.40
6441	HEATHER D MASON	E	9/13/2010			999999		100.00
6509	JAMES TUSH	E	9/20/2010			999999		15.10

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * 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:		19	90,218.89	1.08			90,219.97
	NON CHECKS:		0	0.00	0.00			0.00
	VOID CHECKS:		0 VOID DEBITS	0.00				
			VOID CREDITS	0.00	0.00			0.00
TOTAL ERRORS: 0								
VENDOR SET: 99	BANK: EFT	TOTALS:	19	90,218.89	1.08			90,217.81
BANK: EFT	TOTALS:		19	90,218.89	1.08			90,219.97

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	9/17/2010			000000		15,453.46
0321	KP&F	D	9/17/2010			000000		35,351.13
0728	ICMA	D	9/17/2010			000000		5,141.47
1050	KPERS	D	9/17/2010			000000		25,358.36
3147	INTERNAL REVENUE SERVICE	D	9/17/2010			000000		76,649.04
6415	ING FINANCIAL ADVISORS	D	9/17/2010			000000		2,038.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	9/17/2010			163453		35.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	9/17/2010			163454		347.74
2228	KANSAS PAYMENT CENTER	R	9/17/2010			163455		1,319.19
2577	OK CENTRALIZED SUPPORT RE	R	9/17/2010			163456		130.97
5385	NCO FINANCIAL SYSTEMS, INC.	R	9/17/2010			163457		214.56
6135	MCNEARNEY & ASSOCIATES LLC	R	9/17/2010			163458		200.09
6136	US DEPARTMENT OF EDUCATION	R	9/17/2010			163459		187.13
6434	WINDHAM PROFESSIONALS INC	R	9/17/2010			163460		53.02
6521	FIRST MUTUAL BANK	R	9/17/2010			163461		218.75
6557	KAHRS LAW OFFICES PA	R	9/17/2010			163462		933.95
0028	PAYROLL CLEARING	E	9/17/2010			999999		77,996.25

* * T O T A L S * *		NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:		10	3,640.40	0.00	3,640.40
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		6	159,991.46	0.00	159,991.46
EFT:		1	77,996.25	0.00	77,996.25
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: PY	TOTALS:	17	241,628.11	0.00	241,628.11
BANK: PY	TOTALS:		17	241,628.11	0.00	241,628.11
REPORT TOTALS:			240	1,536,682.26	3.15	1,536,679.11

Passed and approved this 28<sup>th</sup> day of September, 2010.

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Patrick J. O'Bryan, Mayor

ATTEST:

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Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

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

(620) 231-4170

www.pittks.org

## Interoffice Memorandum

TO: JOHN D. VANGORDEN  
Interim City Manager

FROM: WILLIAM A. BEASLEY  
Director of Public Works

DATE: September 22, 2010

SUBJECT: Agenda Item – September 28, 2010  
Disposition of Bids  
Storm Sirens Project  
1003 E. Adams and 3295 S. Rouse

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Bids were received on Tuesday, September 21<sup>st</sup>, 2010 for new storm warning sirens to be installed at 1003 E. Adams and 3295 S. Rouse. Two bids were received for these sirens (see attached bid tab sheet). After reviewing the bids received, staff is recommending that the bid be awarded to Washington Electronics, Inc., of Pittsburg, Kansas based on their low bid meeting specifications at a cost of \$11,284.68 each for a total of \$22,569.36. Funding for the siren at Adams and Rouse will be provided by EDAC funds and funding for the new siren on South Rouse will be provided by STCO funds.

The new siren at 1003 E. Adams will replace the older siren currently located at Jefferson and Rouse. The existing siren has been malfunctioning and since it is an older siren parts are difficult to obtain to make the necessary repairs. The new siren will be placed one block north of its current location due to problems encountered with semi trucks having difficulty making their turns at the intersection of Jefferson and Rouse. The new siren at 3295 S. Rouse is being installed to provide coverage to those areas that currently have no coverage.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 28<sup>th</sup>, 2010. Action necessary will be approval or disapproval of staff's recommendation to award the bid as stipulated above.

**MEMO TO: JOHN D. VANGORDEN**  
**SEPTEMBER 22, 2010**  
**PAGE TWO**

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

Attachment: Bid Tab Sheet

cc: Tammy Nagel, City Clerk  
Joe Beaman, Traffic and Communications Supervisor  
Bid File  
Memo File

**The City of Pittsburg, Kansas**  
**Recapitulation of Bids**  
**1003 E. Adams & 3295 S. Rouse**  
**Storm Sirens Project**

**Tuesday, September 21, 2010**  
**2:00 p.m.**

Name & Address of Bidder	Amount Bid
CDL Electric 201 North Joplin Pittsburg, Kansas 66762	\$29,500.00 (\$14,750.00/Each)
Washington Electronics, Inc. 611 North Pine Pittsburg, Kansas 66762	\$22,569.36 (\$11,284.68/Each)

## INTEROFFICE MEMORANDUM

To: City Commissioners

From: John D. VanGorden  
Interim City Manager

Date: September 20<sup>th</sup>, 2010

Subject: Declaration of Surplus Equipment

Staff is requesting authorization to declare the following vehicles and pieces of equipment as surplus:

Vehicles		
Vehicle	VIN	Mileage
2002 Ford Explorer (does not run)	1FMZU73W12UA60817	Approx. 129,000
2006 Ford Crown Vic	2FAHP71WX6X145896	Approx. 85,000
2006 Ford Crown Vic	2FAHP71W96X101158	Approx. 105,571
2008 Ford Crown Vic	2FAHP71V98X158518	Approx. 67,415
2008 Ford Crown Vic	2FAHP71V78X158520	Approx. 64,742
1999 Ford F-150 truck	1FTZX1725XNC19811	Approx. 141,102
1991 Ford Van (ambulance conversion)	1FDHS34M3MHA96365	Approx. 154,699
1986 Chevy Blazer	1G3ED18J9GF150767	Approx. 154,699
1992 Ford 3-Ton Truck with Myers Ramjet Flusher #301H mounted on truck	1FDWK74P1NVA29193	Approx. 47,276
1980 Ford Truck Chassis only	F37GKGG0210	Approx. 60,668
1992 Ford 3-Ton Dump Truck	1FDWF70JXNVA29036	Approx. 92,380
1982 GMC 2-Ton Dump Truck	1GDJ7D1B1CV582314	Approx. 33,160
1981 GMC 2-Ton Dump Truck	1GDG6D1A9BV583231	Approx. 98,774
1995 Chevy Astro Van	1GNDM19W3SB208939	Approx. 145,000
Equipment and Misc. Items		
Batting Cages (4)		
Desks (12)		
Fencing and Poles		
Case Trencher/Backhoe DH4B with boring unit – 4,343 hours on trencher		

<b>Equipment and Misc. Items - Continued</b>
Lincoln Portable Welder
Lincoln Ark Welder
1981 John Deere Tractor – 6,805 hours
1989 Camel Vac Trailer
Light fixtures (10)
2 Drawer File Cabinets
2 Tables
3 Book Shelves
3 Folding Tables (8')
5 Drawer Cabinet
Smoke Generator
1961 Hobart Aircraft Tug/Generator Model #3040
8.2 Detroit Diesel w/Allison Transmission
Bed Mounted Lift

Staff would further like to request authorization to dispose of the above items at a public auction to be held on Thursday, October 14<sup>th</sup>, 2010, at 5:30 p.m. at the Public Utility Building located in the former National Guard Armory Building.

Please place this item on the agenda for the September 28<sup>th</sup>, 2010, City Commission Meeting. Action needed is approval or disapproval of staff request to declare excess vehicles and equipment as surplus and if approved, authorize staff to conduct a public auction as stipulated above to dispose of the surplus vehicles and equipment.

Please feel free to contact me if you have questions or require additional information.