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RESOLUTION NO. 1133 - Approval of Resolution No. 1133 authorizing the City of Pittsburg, Kansas, pursuant to Charter Ordinance No. 25 and K.S.A. 65-163u, to make improvements to the public water supply system, including, but not limited to the authority to construct and install a 16 inch water line from the west right-of-way line of Broadway Street east on Madison Street a distance of approximately 1300 feet to the west right-of-way line of Joplin Street, together with all other things necessary and incidental thereto

E Madison Street Authorizing Resolution No. 1133. 54

EAST MADISON STREET WATER LINE PROJECT - Staff is requesting Governing Body approval of Change Order No. 1 for the Madison Street Water Line Project as an extension of the South Broadway Water Line Project at a cost of \$193,584.00.

E Madison Street Water Line Change Order 57

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 12, 2013
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by K.O. Noonoo of the Pittsburg Presbyterian Church
- b. Flag Salute Led by the Mayor
- c. Proclamation - The Cheer Pitt Day - Received by Quentin and Monica Holmes
- d. Public Input

CONSENT AGENDA:

- a. Approval of the February 26, 2013, City Commission Meeting minutes.
- b. Approval of staff recommendation to enter into a contract in the amount of \$7,607.42 with S & H Management, LLC for fire services outside the City limits to property located at 2106 West 4th Street and, if approved, authorize the Mayor to sign the contract on behalf of the City.
- c. Approval of the application submitted by J&J Corporation for a license to sell Cereal Malt Beverages for the year 2013 at Pat's Lounge located at 501 East 7th Street and, if approved, authorize the City Clerk to issue the license.
- d. Approval of the application submitted by Shea and Kathryn McLaughlin for sewer service outside the City limits to property located at 1315 West Atkinson.
- e. Approval of the application submitted by Shea and Kathryn McLaughlin for water service outside the City limits to property located at 1315 West Atkinson.
- f. Approval of low bids meeting specifications for the purchase of flow monitor equipment to Teledyne Isco, of Lincoln, Nebraska, for a total bid of \$70,130.00, and authorize the issuance of the necessary purchase orders.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 12, 2013
5:30 PM

- g. Approval of low bids meeting specifications for the purchase of miscellaneous trucks for the Departments of Parks and Recreation, Public Utilities and Public Works as follows: One (1) NEW 2013 1/2-Ton Crew Cab 4 x 4 Truck to Vance Ford-Lincoln, of Miami, Oklahoma, for a total of \$25,076.00; Three (3) NEW 2013 1/2-Ton Super Cab 4 x 4 Trucks to Pittsburg Ford, of Pittsburg, Kansas, for a total of \$68,976.00; Two (2) NEW 2013 3/4-Ton Super Cab 4 x 4 Trucks to Pittsburg Ford, of Pittsburg, Kansas, for a total of \$47,788.00; One (1) 35,000 GVWR Cab and Chassis w/10' Dump Bed (6 CY Dump Bed and 8 CY Ends) to Joplin Freightliner and Westfall GMC, of Joplin, Missouri, for a total of \$83,831.00; One (1) NEW 2013 1-Ton Truck (Gas) and Dump Bed to Pittsburg Ford, of Pittsburg, Kansas, for a total of \$27,621.00; and authorize the issuance of the necessary purchase orders.

- h. Approval of the Appropriation Ordinance for the period ending March 12, 2013, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

CONSIDER THE FOLLOWING:

- a. LICENSE AGREEMENT - Staff is requesting Governing Body approval of a License Agreement between South Kansas & Oklahoma Railroad, Inc. and the City of Pittsburg to permit the transverse crossing of the Railroad by the City for the construction of a 16-inch water line on East Madison Street. **Approve or disapprove License Agreement and, if approved, authorize the Mayor to sign the agreement on behalf of the City of Pittsburg.**

- b. RESOLUTION NO. 1133 - Approval of Resolution No. 1133 authorizing the City of Pittsburg, Kansas, pursuant to Charter Ordinance No. 25 and K.S.A. 65-163u, to make improvements to the public water supply system, including, but not limited to the authority to construct and install a 16 inch water line from the west right-of-way line of Broadway Street east on Madison Street a distance of approximately 1300 feet to the west right-of-way line of Joplin Street, together with all other things necessary and incidental thereto **Approve or disapprove Resolution No. 1133 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City of Pittsburg.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 12, 2013
5:30 PM

- c. EAST MADISON STREET WATER LINE PROJECT - Staff is requesting Governing Body approval of Change Order No. 1 for the Madison Street Water Line Project as an extension of the South Broadway Water Line Project at a cost of \$193,584.00. **Approve or disapprove staff's request.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

Office of the Mayor
CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: In February of 2009, Quentin and Monica Holmes opened the doors of The Cheer Pitt to area children; and

Whereas: Over the past four years, The Cheer Pitt has continued to grow with their competitive program becoming prestigious in the industry; and

Whereas: Up until March 2nd, 2013, The Cheer Pitt athletes had never competed in a national competition; and

Whereas: That all changed on March 2nd and 3rd, 2013, when The Cheer Pitt joined 994 other cheer squads from across the United States and five foreign countries in Dallas, Texas, in front of an estimated 30,000 spectators, to compete in the National Cheerleading Association All-Star Nationals; and

Whereas: The Cheer Pitt youth team won the national title in their division and received the best choreography award, earning a paid bid to Orlando, Florida for The Summit competition; and

Whereas: The Cheer Pitt senior team won 5th place in the nation for their division.

Now, Therefore, I, John Ketterman, Mayor of the City of Pittsburg, Kansas, do hereby proclaim Tuesday, March 12th, 2013, as

Cheer Pitt Day in Pittsburg

and congratulate the coaches and athletes on their amazing recent accomplishments and wish them best of luck in future competitions.

Dated this 13th day of March, 2013.

ATTEST:

CITY CLERK

MAYOR

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 26th, 2013

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, February 26th, 2013, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with President of the Board Michael Gray presiding and the following members present: Marty Beezley, Rudy Draper and Patrick O'Bryan. Mayor John Ketterman was absent.

Pete Mayo of Via Christi provided the invocation.

President of the Board Gray led the flag salute.

The presentation of the AAA Community Traffic Safety Award was postponed due to inclement weather.

APPROVAL OF MINUTES – FEBRUARY 12th, 2013 - On motion of Beezley, seconded by O'Bryan, the Governing Body approved the February 12th, 2013, City Commission Meeting minutes as submitted. Motion carried. Absent: Ketterman.

ORDINANCE NO. G-1173 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Ordinance No. G-1173, as amended, establishing a new Article V in Chapter 18 of the Pittsburg City Code and repealing current Pittsburg City Code Sections 18-131, 18-132, 18-133, 18-134, 18-161, 18-162, 18-163, 18-164, 18-191, 18-192, 18-193, 18-194, 18-195, and 18-196, and adopting and incorporating by reference the 2012 Edition of the International Property Maintenance Code (IPMC) prepared, compiled and promulgated as a standard of the International Code Council (ICC), except such parts or portions thereof as are modified, supplemented, or amended by new Pittsburg City Code Sections 18-131, 18-132, 18-133, 18-134, 18-135, 18-136, 18-137, 18-138, 18-139, 18-140, 18-141, 18-142, 18-143, 18-144, and 18-145, on second reading with the following roll call vote: Yea: Beezley, Draper, Gray and O'Bryan. Motion carried. Absent: Ketterman.

ORDINANCE NO. G-1178 – On motion of Beezley, seconded by O'Bryan, the Governing Body approved Ordinance No. G-1178, amending Section 70-91 of the Pittsburg City Code making the failure to contract for collection and removal of solid waste unlawful; authorizing the administrative authority to develop rules and regulations for enforcement; and providing a penalty for failure to comply, on second reading with the following roll call vote: Yea: Beezley, Draper, Gray and O'Bryan. Motion carried. Absent: Ketterman.

2013 TAX ABATEMENT RENEWALS – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant 2013 tax abatement renewals to Aspenwood Directories (Names and Numbers), HI1 (Holiday Inn), Pitt Plastics, and Progressive Products. Motion carried. Absent: Ketterman.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 26th, 2013

STREET LIGHT ADDITIONS – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the installation of two 70-watt high pressure sodium street light fixtures at approximately 3107 Scotty Drive and 3113 Scotty Drive at a cost of \$6.13 monthly (\$73.56 annually) for each street light fixture and authorized the Mayor to sign the modification orders and submit them to Westar Energy. Motion carried. Absent: Ketterman.

DISPOSITION OF BIDS – RECONDITIONING AND MAINTENANCE PROGRAM FOR WATERSLIDES – On motion of Beezley, seconded by O'Bryan, the Governing Body approved staff recommendation to award the bid for the reconditioning and maintenance program of watersides to Splashtacular, Inc., of Paola, Kansas, based on their bid submitted in the amount of \$21,925.00. Motion carried. Absent: Ketterman.

PURCHASE OF VEHICLES – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the request submitted by the Police and Fire Department to waive the City bid policy for capital purchases in order to purchase three (3) 2013 Dodge Charger Police package replacement vehicles utilizing the State of Kansas vehicle purchasing contract as a governmental sub-unit for a total purchase price of \$71,822.55, and further approved awarding the bid for the purchase of a 2013 Dodge Durango SUV for the police department to Briggs Dodge of Topeka, Kansas based on their low bid meeting specifications in the amount of \$25,488. Motion carried. Absent: Ketterman.

APPROPRIATION ORDINANCE – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the Appropriation Ordinance for the period ending February 26th, 2013, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Gray and O'Bryan. Motion carried. Absent: Ketterman.

DISPOSITION OF BIDS – MEMORIAL AUDITORIUM STAGE CURTAINS – On motion of O'Bryan, seconded by Beezley, the Governing Body approved staff recommendation to award the bid for the purchase of stage curtains for Memorial Auditorium consisting of four rear and mid-stage traveler curtains and twelve leg curtains to Rose Brand Wipers, Inc. of Secaucus, New Jersey, based on their low bid meeting specifications of \$26,220 and authorized staff to issue the necessary purchase order. Motion carried. Absent: Ketterman.

DRY CLEANING SERVICES – On motion of Beezley, seconded by Draper, the Governing Body authorized staff to enter into an agreement with Ryan's Drive-Thru Cleaners for the period of March 1, 2013 through February 28, 2014, for the purpose of providing dry cleaning services for the Police and Fire Departments based on the agreed upon costs of \$2.10 per shirt, \$2.10 per pant, and \$1.45 per jacket. Motion carried. Absent: Ketterman.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 26th, 2013

ECONOMIC DEVELOPMENT UPDATE - Pittsburg Area Chamber of Commerce President Blake Benson provided an update on Economic Development in Pittsburg.

MEADOWBROOK WEST INFRASTRUCTURE IMPROVEMENT – On motion of O'Bryan, seconded by Beezley, the Governing Body approved the Economic Development Advisory Committee's recommendation to invest up to \$250,000 from the Revolving Loan Fund (RLF) to make infrastructure improvements for the future Meadowbrook West project located at the corner of the Highway 69 Bypass and Centennial Avenue, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried. Absent: Ketterman.

DISPOSITION OF BIDS – On motion of O'Bryan, seconded by Draper, the Governing Body approved the low bid meeting specifications submitted by Wildcat Concrete Services, of Topeka, Kansas, in the amount of \$78,675.00 for the construction of a Pedestrian Hybrid Beacon on Broadway (US-69B) at Potlitzer, and authorized the Mayor and City Clerk to execute the contract documents once they are prepared. Motion carried. Absent: Ketterman.

DISPOSITION OF BIDS – On motion of Beezley, seconded by O'Bryan, the Governing Body approved the low bid meeting specifications submitted by Greenway Electric, Inc., of Wichita, Kansas, based on their total bid of \$155,318.00 to upgrade the controls at the Wastewater Treatment Plant located at 1920 South Olive, and authorized the Mayor and City Clerk to execute the contract documents once they are prepared. Motion carried. Absent: Ketterman.

MAYOR KETTERMAN - Commissioners wished Mayor Ketterman a speedy recovery from his illness.

ADJOURNMENT: On motion of Beezley, seconded by O'Bryan, the Governing Body adjourned the meeting at 6:06 p.m. Motion carried. Absent: Ketterman.

Michael E. Gray, President of the Board

ATTEST:

Tammy Nagel, City Clerk



FINANCE AND ADMINISTRATION
201 West 4th Street · Pittsburg KS 66762

(620) 231-4100
www.pittks.org

Interoffice Memorandum

TO: Daron Hall, City Manager
Tammy Nagel, City Clerk

FROM: Jamie Clarkson, Director of Finance

DATE: March 5, 2013

SUBJECT: Outside Fire Contract with S & H Management LLC

Please place this item on the March 12, 2013 City Commission Agenda. The attached contract is for outside the City fire protection for the S & H Management LLC facility located at 2106 W. 4th Street. The contract for 2012 was \$4,106.00. The amount calculated for 2013 is \$7,607.42. The increased cost is due to increased assessed valuation of the property. Per the Crawford County Treasurer additional warehouse space was constructed there in 2012.

Action requested is to approve or disapprove the outside fire contract for S & H Management LLC and if approved authorize the Mayor to sign the contract.

CONTRACT FOR INDUSTRIAL FIRE FIGHTING SERVICE

THIS AGREEMENT made and entered into this 12th day of March 2013, by and between the City of Pittsburg, Crawford County, Kansas, a Municipal Corporation, hereinafter called the City and S & H Management LLC, hereinafter called the Contractee, WITNESSETH:

THAT WHEREAS, the said Contractee is in charge of and handling real estate situated in Crawford County, Kansas, and located on West Fourth Street, a distance of approximately $\frac{3}{4}$ mile west of the city limits of Pittsburg, Kansas, and upon which there is located and kept various buildings used by the Contractee in the operation of manufacturing, and within a distance of five (5) miles from the limits of the City of Pittsburg.

AND, WHEREAS, the Contractee has made application to the City of Pittsburg to furnish Industrial Fire Fighting Service for said premises and property.

THEREFORE: Pursuant to the authority vested in the City, according to law, and in consideration of charges and compensation herein provided, to be paid to the City, and in consideration of their mutual covenants and promises, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

1. The Fire Department of the City shall, when notified, furnish a pumper truck and a minimum of two (2) fire fighters to attend and fight fires that may occur upon the above described premises if, at the time of need for such fire, the Fire Department can spare such equipment and fire fighters. The Fire Department of the City shall make a reasonable effort to attend and extinguish such fires; but it is expressly agreed and understood that the Fire Chief or person in charge of the Fire Department shall have the right in every case to determine whether or not the City can spare any part of its Fire Department equipment and fire fighters at a particular time.
2. IT IS FURTHER AGREED that the City shall not be liable in any way for failure of the Fire Department to attend a fire or put out a fire, or for damages to property or persons, or for any other reason.
3. As compensation for such Industrial Fire Fighting Service to said premises, the Contractee agrees to pay the City of Pittsburg, Kansas, the sum of **\$7,607.42** for the year beginning on the first day of January 2013. Said compensation to the City is based on the mill levy charged to City inhabitants for fire protection and/or the amount necessary to support the operation of the Fire Department. Such mill levy to be multiplied by the Contractee's assessed valuation. Said figure then to be reduced by twenty-five

percent (25%) and which shall be the amount charged, but in no event shall the charge be less than \$150.00 per year. The annual charge shall be re-calculated each year based on succeeding City's mill levy and Contractee's assessed valuation. Said Fire Fighting Services may be extended for additional one-year periods.

4. The City, or the said Contractee, may cancel this contract by the giving of written notice thirty (30) days prior to the date on which cancellation is desired; provided, that cancellation by Contractee shall not provide for any refund of payments made.

IN WITNESS WHEREOF this Contract was signed by the parties this 12th day of March 2013.

THE CITY OF PITTSBURG, KANSAS

John Ketterman, Mayor

ATTEST:

Tammy Nagel, City Clerk

S & H MANAGEMENT LLC



2013 OUTSIDE CITY FIRE CONTRACT

FIRE DEPARTMENT BUDGET - \$2,672,704 = 22.70 Mills

CITY ASSESSED VALUATION - \$117,721,546

<u>Firm</u>	<u>Assessed Value (1)</u>	x	<u>Mill Levy</u>	x	<u>.75</u>	=	<u>Contract Cost</u>
S & H Management LLC 2106 W. 4 th Street	\$446,838	x	22.70	x	.75	=	\$7,607.42

(1) Assessed Valuation figures furnished by County Treasurer's Office.

2012

S & H MANAGEMENT, LLC

24-30-24
BEG 1853.1' N & 495' E SW COR
TH E 835, S 1372.5, W 400, S
435.6, W 100, N 435.6, W 370,
N 735, W 420, N 95, E 420, N

D-0156
Levy 111.192

Prop 02106 W 4TH	66762
=====	
= BILL #	VALUE UNIT GEN TAX =
= 020985	446838 083 49684.80 =
= SPECIALS	SEWER TOTAL TAX =
=	49684.80 =
=	Half Payment 24842.40 =
=====	

Cls	Apras-Lnd	Apras-Bld	Assessed
C	75860	1711490	446838

MAP NUM 196 24 0 00 02 00200 0

+++++

+ UNPAID TAX +	FIRST HALF PAYMENT	12/14/2012	24842.40	A02957
+ 24,842.40 +				

+++++

NEXT BILL#

F1=Next Record

F2=View Receipt

F7=End Program

FIRE DEPARTMENT



		ACTUAL 2011	ESTIMATED 2012	ADOPTED 2013
PERSONNEL SERVICES				
100-312.000-701.000	SALARIES-FULL TIME	1,453,409	1,480,049	1,509,655
100-312.000-703.000	SALARIES-OVERTIME	160,306	21,834	21,834
100-312.000-703.001	SALARIES-FLSA OVERTIME	-	150,923	150,923
100-312.000-703.002	SALARIES-EMERGENCY CALLBACK	-	480	480
100-312.000-706.000	HEALTH INSURANCE	244,156	236,353	262,098
100-312.000-707.000	GROUP LIFE INSURANCE	738	900	900
100-312.000-708.000	STATE UNEMPLOYMENT INSURANCE	3,305	3,804	3,804
100-312.000-709.000	WORKERS COMPENSATION	53,138	67,655	68,874
100-312.000-710.000	KPERS RETIREMENT	200	-	-
100-312.000-711.000	KP&F RETIREMENT	279,364	318,589	335,968
100-312.000-712.000	MEDICARE TAX	16,877	21,126	21,499
100-312.000-713.000	SOCIAL SECURITY	160	500	-
	TOTAL	2,211,654	2,302,213	2,376,036
CONTRACTUAL SERVICES				
100-312.000-721.000	INSURANCE	39,681	44,072	48,479
100-312.000-722.000	UTILITIES	73,089	102,668	100,000
100-312.000-722.010	FCIP ENERGY COSTS	4,688	4,688	4,688
100-312.000-725.000	TRAVEL & TRAINING	7,954	6,750	12,000
100-312.000-727.000	DUES & MEMBERSHIPS	806	1,100	1,100
100-312.000-730.000	CONTRACTUAL SERVICES	7,033	7,700	7,500
100-312.000-731.000	LEASE PAYMENTS	3,212	2,902	2,902
100-312.000-735.000	DATA PROCESSING	37,500	37,500	37,500
	TOTAL	173,963	207,380	214,169
COMMODITIES				
100-312.000-741.000	FACILITY MAINTENANCE	23,500	23,500	23,500
100-312.000-742.000	EQUIPMENT MAINT. & SUPPLIES	21,160	22,500	20,000
100-312.000-743.000	OPERATING SUPPLIES	17,774	12,000	7,000
100-312.000-744.000	OFFICE SUPPLIES	847	1,000	1,000
100-312.000-745.000	JANITORIAL SUPPLIES	3,956	6,500	6,500
100-312.000-746.000	GAS & OIL	22,845	15,500	14,500
100-312.000-747.000	UNIFORMS & CLOTHING	4,048	10,760	10,000
	TOTAL	94,131	91,750	82,500
	TOTAL	2,479,748	2,601,343	2,672,704



DEPARTMENT OF PUBLIC UTILITIES

303 Memorial Drive • Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

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

DATE: March 5, 2013

SUBJECT: Agenda Item – March 12, 2013
DISPOSITION OF BIDS
Flow Monitor Equipment

Bids were received on February 19th, 2013 for the purchase of flow monitor equipment (see attached bid tab sheet). After reviewing the bids received, staff is recommending that the bid be awarded to Teledyne Isco, of Lincoln, Nebraska, for a total bid of \$70,130 (see attached list of equipment to be purchased). The low bid was actually received from Blue Siren, of Melbourne, Florida, however, they did not meet specifications. This equipment will be purchased with funds allocated in the Wastewater Collections Operating Budget.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 12th, 2013. Action being requested is to approve or disapprove staff's recommendation for award of the bid as stipulated above and, if approved, authorize the issuance of the necessary purchase order.

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

Attachment: Bid Tab Sheet



The City of Pittsburg, Kansas
Recapitulation of Bids for Flow Monitor Equipment
Tuesday, February 19th, 2013 - 2:00 p.m.

Name and Address of Bidder	Portable Flow Meters (6 Total)	Rain Gauges (3 Total)	Bands (Total)	Flow Monitor Software (Total)	Installation Tool (Total)	Two-Year Warranty (Total)
Teledyne Isco a business unit of Teledyne Instruments, Inc. 4700 Superior Street Lincoln, Nebraska 68504-1398	\$34,845.00	\$12,079.50	6-8" \$1,008.00 6-10" \$1,008.00 6-12" \$1,008.00 3-15" \$ 504.00 3-18" \$1,068.00	\$3,061.50	\$518.00	\$2,535.00
Blue-Siren, Inc. #103 3030 Venture Lane Melbourne, Florida 32934	\$23,994.00	\$7,197.00	6-8" \$ 894.00 6-10" \$1,014.00 6-12" \$1,134.00 3-15" \$ 597.00 3-18" \$ 597.00	\$99.00	\$499.00	\$0.00



The City of Pittsburg, Kansas
Recapitulation of Bids for ADD ALTERNATES
Tuesday, February 19th, 2013 - 2:00 p.m.

Name and Address of Bidder	Laser Flow Monitor w/AC Power (1 Total)	Laser Flow Monitor w/Battery Power (1 Total)	Portable Flow Meter (1 Total)	Rain Gauge (1 Total)
Teledyne Isco a business unit of Teledyne Instruments, Inc. 4700 Superior Street Lincoln, Nebraska 68504-1398	\$10,335.00	\$13,200.00	\$5,368.00	\$3,587.00
Blue-Siren, Inc. #103 3030 Venture Lane Melbourne, Florida 32934	\$7,199.00	\$7,199.00	\$3,999.00	\$1,999.00

FLOW MONITOR EQUIPMENT PURCHASE LIST

ITEM DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
ISCO 2150 FLOW MONITORS WITH CELL PHONE MODEMS	8	\$ 5,807.50	\$ 46,460.00
ISCO 677 RAIN GAUGE WITH BATTERY MODULE AND CELL PHONE MODEM	3	\$ 4,026.50	\$ 12,079.50
8" STAINLESS BAND	6	\$ 168.00	\$ 1,008.00
10" STAINLESS BAND	6	\$ 168.00	\$ 1,008.00
12" STAINLESS BAND	6	\$ 168.00	\$ 1,008.00
15" STAINLESS BAND	4	\$ 168.00	\$ 672.00
18" STAINLESS BAND	5	\$ 356.00	\$ 1,780.00
FLOLINK SOFTWARE	1	\$ 3,061.50	\$ 3,061.50
STREET LEVEL INSTALLATION TOOL	1	\$ 518.00	\$ 518.00
TWO YEAR WARRANTY (IN LIEU OF ONE YEAR)			\$ 2,535.00
TOTAL FOR ISCO PURCHASE			\$ 70,130.00



CITY CLERK

201 W. 4th Street · Pittsburg KS 66762

(620) 231-4100

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: JOYE VANGORDEN
Deputy City Clerk

DATE: March 5, 2013

SUBJECT: Agenda Item – March 12, 2013
Disposition of Bids
Miscellaneous Trucks

Bids were received on Tuesday, March 5th, 2013 for the purchase of miscellaneous trucks for the Departments of Parks and Recreation, Public Utilities and Public Works (see attached bid tab sheet). After reviewing the bids received, City staff is recommending that the bids be awarded to the low bidders meeting specs as follows:

SUCCESSFUL BIDDER	DESCRIPTION	UNIT PRICE	TOTAL	FUNDING SOURCE
Vance Ford-Lincoln 510 N. Main Street Miami, OK 74354	One (1) NEW 2013 ½-Ton Crew Cab 4x4 Truck	\$25,076.00	\$25,076.00	Public Utilities
Pittsburg Ford 1097 S. Hwy. 69 Pittsburg, KS 66762	Three (3) NEW 2013 ½-Ton Super Cab 4x4 Trucks	\$22,992.00	\$68,976.00	(2) Public Works (1) Parks & Rec STCO
Pittsburg Ford 1097 S. Hwy. 69 Pittsburg, KS 66762	Two (2) NEW 2013 ¾-Ton Super Cab 4x4 Trucks	\$23,894.00	\$47,788.00	Public Utilities
Joplin Freightliner and Westfall GMC 3201 E. 32 nd Street Joplin, MO 64801	One (1) 35,000 GVWR Cab and Chassis w/10' Dump Bed (6 CY Dump Bed and 8 CY Ends)	\$83,831.00	\$83,831.00	Public Utilities

MEMO TO: DARON HALL
MARCH 5, 2013
PAGE TWO

SUCCESSFUL BIDDER	DESCRIPTION	UNIT PRICE	TOTAL	FUNDING SOURCE
Pittsburg Ford 1097 S. Hwy. 69 Pittsburg, KS 66762	One (1) NEW 2013 1-Ton Truck (Gas)	\$20,444.00	\$20,444.00	Parks and Rec STCO
Pittsburg Ford 1097 S. Hwy. 69 Pittsburg, KS 66762	Dump Bed for NEW 2013 1-Ton Truck	\$7,177.00	\$7,177.00	Parks and Rec STCO

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 12th, 2013. Action necessary will be approval or disapproval of staff's recommendation to award the bids to the low bidders as stipulated above and, if approved, authorize the issuance of the necessary purchase orders.

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

Attachment: Bid Tab Sheet



The City of Pittsburg, Kansas
Recapitulation of Bids for Trucks 2013
Tuesday, March 5, 2013 - 2:00 p.m.

NAME & ADDRESS OF BIDDER	Three (3) NEW 2013 ½-Ton Super Cab 4x4 Truck (Each)	OPTION One (1) NEW 2013 ½-Ton Crew Cab 4 x 4 Truck	One (1) NEW 2013 ½-Ton Super Cab Truck (Each)	OPTION One (1) NEW 2013 ½-Ton Super Cab 4 x 4 Truck	Two (2) NEW 2013 ¾-Ton Super Cab 4 x 4 Trucks (Each)	One (1) 35,000 GVWR Cab and Chassis w/10' Dump Bed	One (1) NEW 2013 1-Ton Truck	Dump Bed for NEW 2013 1-Ton Truck
Mike Carpino Ford P.O. Box 48 Columbus, Kansas 66725	\$23,241.00	\$26,009.00	\$20,253.00	\$23,241.00	\$24,307.00	NO BID	Gas \$20,603.00 Diesel \$27,084.00	\$12,353.00
Vance Ford-Lincoln 510 N. Main Street Miami, Oklahoma 74354	\$23,308.00	\$25,076.00	\$20,350.00	\$23,308.00	\$24,308.00	NO BID	Gas \$20,964.00 Diesel \$27,445.00	\$7,931.00
Pittsburg Ford 1097 S. Hwy. 69 Pittsburg, Kansas 66762	\$22,992.00	\$25,860.00	\$19,883.00	\$22,992.00	\$23,894.00	NO BID	Gas \$20,444.00 Diesel \$26,994.00	\$7,177.00
Joplin Freightliner and Westfall GMC 3201 E. 32 nd Street Joplin, Missouri 64801	\$25,483.00	Crew Cab N/A Chrome Wheels \$650 Carpet \$88	\$22,624.00	\$25,483.00	\$25,146.00	\$83,831.00	Gas \$22,427.00 Diesel \$29,317.00	\$7,950.00



The City of Pittsburg, Kansas
Recapitulation of Bids for Trucks 2013
Tuesday, March 5, 2013 - 2:00 p.m.

NAME & ADDRESS OF BIDDER	Three (3) NEW 2013 ½-Ton Super Cab 4x4 Truck (Each)	<u>OPTION</u> One (1) NEW 2013 ½-Ton Crew Cab 4 x 4 Truck	One (1) NEW 2013 ½-Ton Super Cab Truck (Each)	<u>OPTION</u> One (1) NEW 2013 ½-Ton Super Cab 4 x 4 Truck	Two (2) NEW 2013 ¾-Ton Super Cab 4 x 4 Trucks (Each)	One (1) 35,000 GVWR Cab and Chassis w/10' Dump Bed	One (1) NEW 2013 1-Ton Truck	Dump Bed for NEW 2013 1-Ton Truck
Diamond International 2800 Davis Blvd. Joplin, Missouri 64804	NO BID	NO BID	NO BID	NO BID	NO BID	\$99,527.07	NO BID	NO BID
Shawnee Mission Ford 11501 Shawnee Mission Parkway Shawnee, Kansas 66203	\$23,135.00	\$25,903.00	\$20,547.00	\$23,135.00	\$24,253.00	NO BID	Gas \$20,549.00 Diesel \$26,950.00	\$7,198.00
Don Hattan Chevrolet, Inc. 6000 Hattan Drive Wichita, Kansas 67219	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	Gas \$22,771.00 Diesel \$29,371.00	\$9,229.00
Midway Ford Truck Center, Inc. 7601 NE 38 th Street Kansas City, Missouri 64161	\$23,239.00	\$25,793.00	\$20,249.00	\$23,239.00	\$24,389.00	NO BID	Gas \$21,264.00 Diesel \$27,735.00	\$8,419.00



The City of Pittsburg, Kansas
Recapitulation of Bids for Trucks 2013
Tuesday, March 5, 2013 - 2:00 p.m.

NAME & ADDRESS OF BIDDER	Three (3) NEW 2013 ½-Ton Super Cab 4x4 Truck (Each)	<u>OPTION</u> One (1) NEW 2013 ½-Ton Crew Cab 4 x 4 Truck	One (1) NEW 2013 ½-Ton Super Cab Truck (Each)	<u>OPTION</u> One (1) NEW 2013 ½-Ton Super Cab 4 x 4 Truck	Two (2) NEW 2013 ¾-Ton Super Cab 4 x 4 Trucks (Each)	One (1) 35,000 GVWR Cab and Chassis w/10' Dump Bed	One (1) NEW 2013 1-Ton Truck	Dump Bed for NEW 2013 1-Ton Truck
Republic Ford-Lincoln 1740 US Hwy 60 Republic, Missouri 65738	\$23,413.00	\$26,217.00	\$20,383.00	\$23,413.00	\$24,208.00	\$99,527.07	NO BID	NO BID
Marshall Motor Co., Inc. 3500 S. 9 th Salina, Kansas 67401	\$23,011.00	\$26,234.00	\$22,046.00	\$23,011.00	\$25,568.00	NO BID	Diesel PTO \$33,351.00	\$17,450.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	2/22/2013			170190		
C-CHECK	VOID CHECK	V	3/05/2013			170246		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT	
REGULAR CHECKS:	0	0.00	0.00	0.00	
HAND CHECKS:	0	0.00	0.00	0.00	
DRAFTS:	0	0.00	0.00	0.00	
EFT:	0	0.00	0.00	0.00	
NON CHECKS:	0	0.00	0.00	0.00	
VOID CHECKS:	2	VOID DEBITS 0.00			
		VOID CREDITS 0.00	0.00	0.00	
TOTAL ERRORS:	0				
VENDOR SET: 99 BANK: *	TOTALS:	2	0.00	0.00	0.00
BANK: *	TOTALS:	2	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0497	CRAWFORD COUNTY DISTRICT COURT	R	2/20/2013			170173		36.00
4263	COX COMMUNICATIONS	R	2/22/2013			170189		1,482.47
6358	FIRE X INC	R	2/22/2013			170191		679.50
1515	KANSAS STATE FIREFIGHTERS ASSO	R	2/22/2013			170192		150.00
3466	KANSAS DEPT OF AGRICULTURE	R	2/22/2013			170193		200.00
1	MOERLIEN, CHRISTIAN	R	2/22/2013			170194		179.00
2224	PITNEY BOWES INC	R	2/22/2013			170195		140.22
1108	WESTAR ENERGY	R	2/22/2013			170196		22.60
3720	KWEA	R	2/22/2013			170197		315.00
0909	BLUETARP FINANCIAL INC	R	3/01/2013			170207		39.99
4263	COX COMMUNICATIONS	R	3/01/2013			170208		27.16
3466	KANSAS DEPT OF AGRICULTURE	R	3/01/2013			170209		400.00
6817	LYNN JENKINS OFFICE SUPPLY ACC	R	3/01/2013			170210		81.00
6864	MORIDGE MANUFACTURING INC	R	3/01/2013			170211		128.07
3838	WILLIAM M. PYLE	R	3/01/2013			170212		125.00
0175	REGISTER OF DEEDS	R	3/01/2013			170213		20.00
1	REYNOLDS, BEVERLY	R	3/01/2013			170214		150.00
1795	SEK INC	R	3/01/2013			170215		650.00
1	SMC BOOSTER CLUB	R	3/01/2013			170216		500.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	3/01/2013			170217		107.87
2350	WASTE CORPORATION OF MISSOURI	R	3/01/2013			170218		768.17
1108	WESTAR ENERGY	R	3/01/2013			170219		36.55

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5371	PITTSBURG FAMILY YMCA	R	3/01/2013			170220		78.22
6949	KAY JAY SERVICES	R	3/01/2013			170221		560.00
6949	KAY JAY SERVICES	R	3/01/2013			170222		1,400.00
5941	WILDCAT EXTENSION DISTRICT - C	R	3/01/2013			170223		312.50
5603	BILL VERGA	R	3/05/2013			170230		1,830.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	3/05/2013			170231		178.53
2004	AIRE MASTER	R	3/05/2013			170232		15.45
6963	ANCHOR FENCE	R	3/05/2013			170233		225.00
0356	ATCO INTERNATIONAL	R	3/05/2013			170234		88.00
4887	BKD, LLP	R	3/05/2013			170235		5,913.49
6192	KATHLEEN CERNE	R	3/05/2013			170236		600.00
6422	GARAGE DOOR BROKERS INC	R	3/05/2013			170237		260.48
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	3/05/2013			170238		303.19
5770	JOPLIN FREIGHTLINER SALES INC	R	3/05/2013			170239		413.32
6214	PITT PLASTICS INC	R	3/05/2013			170240		130.02
5988	SETON IDENTIFICATION PRODUCTS	R	3/05/2013			170241		444.95
6377	SOUTHEAST KANSAS RECYCLING CEN	R	3/05/2013			170242		382.41
5979	TT TECHNOLOGIES INC	R	3/05/2013			170243		3,532.97
6847	VOLVO RENTS INC	R	3/05/2013			170244		435.00
0083	WATER PRODUCTS INC	R	3/05/2013			170245		6,103.79
0011	AMERICAN ELECTRIC INC	E	2/27/2013			999999		2,039.75
0026	STANDARD INSURANCE COMPANY	D	3/01/2013			999999		1,256.89

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0046	ETTINGERS OFFICE SUPPLY	E	2/27/2013			999999		750.56
0055	JOHN'S SPORT CENTER	E	2/27/2013			999999		4,356.54
0063	LOCKE WHOLESALE SUPPLY	E	2/27/2013			999999		4,388.36
0068	BROOKS PLUMBING LLC	E	2/27/2013			999999		75.00
0078	SUPERIOR LINEN SERVICE	E	2/27/2013			999999		237.39
0087	FORMS ONE	E	2/27/2013			999999		368.45
0101	BUG-A-WAY INC	E	2/27/2013			999999		115.00
0105	PITTSBURG AUTOMOTIVE INC	E	2/27/2013			999999		1,244.47
0112	MARRONES INC	E	2/27/2013			999999		288.00
0117	THE MORNING SUN	E	2/27/2013			999999		804.40
0128	VIA CHRISTI HOSPITAL	E	2/27/2013			999999		970.00
0129	PROFESSIONAL ENGINEERING CONSU	E	2/27/2013			999999		827.00
0133	JIM RADELL CONSTRUCTION INC	E	2/27/2013			999999		4,577.97
0135	PITTSBURG AREA CHAMBER OF COMM	E	2/27/2013			999999		30.00
0142	HECKERT CONSTRUCTION CO INC	E	2/27/2013			999999		2,998.05
0145	BROADWAY LUMBER COMPANY, INC.	E	2/27/2013			999999		263.29
0154	BLUE CROSS & BLUE SHIELD	D	2/22/2013			999999		42,519.56
0154	BLUE CROSS & BLUE SHIELD	D	3/01/2013			999999		42,289.03
0163	O'REILLY AUTOMOTIVE INC	E	2/27/2013			999999		364.86
0181	INGRAM	E	2/27/2013			999999		47.39
0194	KANSAS STATE TREASURER	D	2/28/2013			999999		316,969.75
0199	KIRKLAND WELDING SUPPLIES	E	2/27/2013			999999		211.06

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0200	SHERWIN WILLIAMS COMPANY	E	2/27/2013			999999		100.43
0207	PEPSI-COLA BOTTLING CO OF PITT	E	2/27/2013			999999		189.00
0276	JOE SMITH COMPANY, INC.	E	2/27/2013			999999		269.14
0306	CASTAGNO OIL CO INC	E	2/27/2013			999999		620.88
0317	KUNSHEK CHAT & COAL CO, INC.	E	2/27/2013			999999		4,610.15
0321	KP&F	D	3/01/2013			999999		34,737.69
0329	O'MALLEY IMPLEMENT CO INC	E	2/27/2013			999999		94.11
0335	CUSTOM AWARDS PLUS INC	E	2/27/2013			999999		86.94
0337	CROSS-MIDWEST TIRE	E	2/27/2013			999999		1,650.72
0339	GENERAL MACHINERY	E	2/27/2013			999999		1,798.36
0347	LYNN'S QUICK LUBE	E	2/27/2013			999999		42.45
0375	CONVENIENT WATER COMPANY	E	2/27/2013			999999		25.00
0420	CONTINENTAL RESEARCH CORP	E	2/27/2013			999999		231.98
0422	DEMCO INC	E	2/27/2013			999999		1,267.12
0496	UNIQUE BOOKS INC	E	2/27/2013			999999		82.16
0516	AMERICAN CONCRETE CO INC	E	2/27/2013			999999		91.50
0585	MOLLE MC AUTOMOTIVE INC	E	2/27/2013			999999		98.75
0589	BERRY TRACTOR & EQUIPMENT	E	2/27/2013			999999		2,417.28
0628	KC BOBCAT	E	2/27/2013			999999		2,143.71
0631	TRI-STATE BUILDING & SUPPLY CO	E	3/04/2013			999999		97,757.12
0704	NEPTUNE RADIATOR AND AUTO	E	2/27/2013			999999		474.55
0710	HOLLAND ALIGNMENT	E	2/27/2013			999999		792.25

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0728	ICMA	D	3/01/2013			999999		1,558.93
0805	BROADWAY ANIMAL HOSPITAL PA	E	2/27/2013			999999		1,138.79
0823	TOUCHTON ELECTRIC INC	E	2/27/2013			999999		1,038.52
0953	J A SEXAUER INC	E	2/27/2013			999999		309.24
1050	KPERS	D	3/01/2013			999999		29,483.44
1299	STRUKEL ELECTRIC INC	E	2/27/2013			999999		699.00
1478	KANSASLAND TIRE OF PITTSBURG	E	2/27/2013			999999		1,227.65
1490	ESTHERMAE TALENT	E	2/27/2013			999999		25.00
1619	MIDWEST TAPE	E	2/27/2013			999999		40.93
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	2/27/2013			999999		833.49
2161	RECORDED BOOKS	E	2/27/2013			999999		86.62
2226	KEY EQUIPMENT & SUPPLY CO INC	E	2/27/2013			999999		168.97
3079	COMMERCE BANK	D	2/22/2013			999999		15,709.47
3192	MUNICIPAL CODE CORP	E	2/27/2013			999999		871.20
3248	AIRGAS USA LLC	E	2/27/2013			999999		2,740.50
3376	ALL STAR PRO GOLF INC	E	2/27/2013			999999		499.89
3971	FASTENAL COMPANY	E	2/27/2013			999999		298.37
4133	T.H. ROGERS HOMECENTER	E	2/27/2013			999999		261.78
4183	BARBIZON LIGHT OF THE ROCKIES	E	2/27/2013			999999		971.08
4262	KDHE	E	2/28/2013			999999		553,325.29
4307	HENRY KRAFT, INC.	E	2/27/2013			999999		85.90
4312	GOLD MECHANICAL INC	E	2/27/2013			999999		1,312.69

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	2/27/2013			999999		1,034.86
4711	RANDOM HOUSE, INC.	E	2/27/2013			999999		63.75
4766	ACCURATE ENVIRONMENTAL	E	2/27/2013			999999		799.95
5275	US LIME COMPANY-ST CLAIR	E	2/27/2013			999999		3,915.24
5340	COMMERCE BANK TRUST	E	2/25/2013			999999		25,404.01
5391	CLEAVER FARM & HOME	E	2/27/2013			999999		109.65
5725	RED THE UNIFORM TAILOR INC	E	2/27/2013			999999		111.56
5855	SHRED-IT USA INC	E	2/27/2013			999999		136.88
5904	TASC	D	3/01/2013			999999		6,807.58
5907	BREATHING AIR SERVICES INC	E	2/27/2013			999999		554.50
6175	HENRY C MENGhini	E	2/27/2013			999999		2,855.05
6230	THE MAZUREK LAW OFFICE LLC	E	2/27/2013			999999		165.00
6402	BEAN'S TOWING & AUTO BODY	E	2/27/2013			999999		300.00
6415	ING FINANCIAL ADVISORS	D	3/01/2013			999999		3,074.00
6528	GALE GROUP	E	2/27/2013			999999		274.30
6721	LLOYDS TRASH SERVICE	E	2/27/2013			999999		26.78
6805	WELLNESS INNOVATIONS & NURSING	E	2/27/2013			999999		4,785.17
6952	ADP INC	D	2/22/2013			999999		2,314.45
6952	ADP INC	D	3/01/2013			999999		2,016.19
7005	STATE SUPPLY COMPANY INC	E	2/27/2013			999999		2,174.80

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
	REGULAR CHECKS:	42		29,445.92		0.00		29,445.92
	HAND CHECKS:	0		0.00		0.00		0.00
	DRAFTS:	12		498,736.98		0.00		498,736.98
	EFT:	76		748,565.36		117.81CR		748,447.55
	NON CHECKS:	0		0.00		0.00		0.00
	VOID CHECKS:	0	VOID DEBITS	0.00				
			VOID CREDITS	0.00				0.00
TOTAL ERRORS: 0								
VENDOR SET: 99	BANK: 80144	TOTALS:	130	1,276,748.26		117.81CR		1,276,630.45
BANK: 80144	TOTALS:	130		1,276,748.26		117.81CR		1,276,630.45

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0009	ROBERT J. LOUGH	E	3/04/2013			999999		810.00
0011	AMERICAN ELECTRIC INC	E	2/25/2013			999999		229.37
0011	AMERICAN ELECTRIC INC	E	3/04/2013			999999		326.89
0054	JOPLIN SUPPLY COMPANY	E	3/04/2013			999999		904.66
0055	JOHN'S SPORT CENTER	E	2/25/2013			999999		112.00
0113	DITCH WITCH OF KANSAS UNDERCON	E	2/25/2013			999999		132.26
0133	JIM RADELL CONSTRUCTION INC	E	2/20/2013			999999		3,937.00
0200	SHERWIN WILLIAMS COMPANY	E	3/04/2013			999999		611.05
0300	PITTSBURG FORD-MERCURY, INC.	E	2/20/2013			999999		372.64
0476	TRIAD ENVIRONMENTAL SERVICE	E	2/25/2013			999999		1,950.00
0478	VIETTI AUTO BODY INC	E	2/25/2013			999999		5,948.00
0478	VIETTI AUTO BODY INC	E	3/04/2013			999999		353.40
0636	SAM BROWN & SON SHEET METAL	E	3/04/2013			999999		200.00
0746	CDL ELECTRIC COMPANY INC	E	2/20/2013			999999		558.15
0866	AVFUEL CORPORATION	E	3/04/2013			999999		29,808.45
1478	KANSASLAND TIRE OF PITTSBURG	E	3/04/2013			999999		753.50
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	2/20/2013			999999		829.87
2111	DELL MARKETING L.P.	E	2/25/2013			999999		995.00
2223	PITNEY BOWES	E	3/04/2013			999999		169.56
2707	THE LAWNSCAPE COMPANY, INC.	E	3/04/2013			999999		1,297.70
2960	PACE ANALYTICAL SERVICES INC	E	2/20/2013			999999		246.00
3248	AIRGAS USA LLC	E	3/04/2013			999999		33.14

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3884	MARK D. TURNBULL	E	3/04/2013			999999		353.96
3956	TROY GRAHAM	E	2/25/2013			999999		135.30
3972	WASHINGTON ELECTRONICS INC	E	3/04/2013			999999		50,426.35
4133	T.H. ROGERS HOMECENTER	E	3/04/2013			999999		26.98
5482	JUSTIN HART	E	3/04/2013			999999		119.98
5552	NATIONAL SIGN CO INC	E	2/20/2013			999999		3,082.25
5552	NATIONAL SIGN CO INC	E	2/25/2013			999999		679.00
5609	RON WHITE	E	2/25/2013			999999		157.50
5725	RED THE UNIFORM TAILOR INC	E	2/25/2013			999999		1,050.09
6117	ALEXANDER OPEN SYSTEMS, INC	E	2/25/2013			999999		218.75
6309	TAMMY FRYE	E	2/25/2013			999999		400.00
6528	GALE GROUP	E	2/25/2013			999999		327.07
6595	AMAZON.COM	E	3/04/2013			999999		10,995.24
6805	WELLNESS INNOVATIONS & NURSING	E	3/04/2013			999999		4,785.17
6816	DEFFENBAUGH OF ARKANSAS LLC	E	2/25/2013			999999		933.74
6822	ELIZABETH BRADSHAW	E	2/25/2013			999999		222.00
6875	DARON HALL	E	3/04/2013			999999		39.60
6959	JERALD L STEFFENHAGEN SR	E	2/25/2013			999999		560.00
6995	SUMMER WARREN	E	2/25/2013			999999		30.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
	REGULAR CHECKS:	0		0.00		0.00		0.00
	HAND CHECKS:	0		0.00		0.00		0.00
	DRAFTS:	0		0.00		0.00		0.00
	EFT:	41		125,121.62		0.00		125,121.62
	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:	41	125,121.62		0.00		125,121.62
BANK: EFT	TOTALS:		41	125,121.62		0.00		125,121.62

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6266	KENNETH JOSEPH BRADY	R	3/01/2013			170198		261.00
6585	CLASS HOMES 1 LLC	R	3/01/2013			170199		246.00
6168	K AND B RENTALS LLC	R	3/01/2013			170200		593.00
1601	GRAIG MOORE	R	3/01/2013			170201		332.00
6517	STACE MORRIS	R	3/01/2013			170202		1,139.00
1800	DAN RODABAUGH	R	3/01/2013			170203		383.00
6451	NAZAR SAMAN	R	3/01/2013			170204		910.00
4897	JOHN VINARDI	R	3/01/2013			170205		639.00
4636	WESTAR ENERGY, INC. (HAP)	R	3/01/2013			170206		1,022.00
0109	RANDY VILELA TRUCKING, HAULING	E	3/04/2013			999999		434.00
0140	A&M RENTALS	E	3/04/2013			999999		1,007.00
0266	JOHN S KUTZ	E	3/04/2013			999999		107.00
0372	CONNER REALTY	E	3/04/2013			999999		346.00
0855	CHARLES HOSMAN	E	3/04/2013			999999		466.00
0969	SEK-CAP INC	E	3/04/2013			999999		636.62
1008	BENJAMIN M BEASLEY	E	3/04/2013			999999		515.00
1231	JOHN LOVELL	E	3/04/2013			999999		259.00
1609	PHILLIP H O'MALLEY	E	3/04/2013			999999		5,226.00
1638	VERNON W PEARSON	E	3/04/2013			999999		422.00
1688	DORA WARE	E	3/04/2013			999999		687.00
1961	DUSTIN D MAJOR	E	3/04/2013			999999		89.00
1982	KENNETH STOTTS	E	3/04/2013			999999		3,505.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1985	RICK A MOORE	E	3/04/2013			999999		771.00
2304	DENNIS HELMS	E	3/04/2013			999999		481.00
2339	CHRIS WINDSOR	E	3/04/2013			999999		154.00
2398	WILLIAM E SAMSON	E	3/04/2013			999999		296.00
2542	CHARLES YOST	E	3/04/2013			999999		1,369.00
2624	JAMES ZIMMERMAN	E	3/04/2013			999999		1,449.00
2718	KENNETH B DUTTON	E	3/04/2013			999999		269.00
2850	VENITA STOTTS	E	3/04/2013			999999		446.00
2913	KENNETH N STOTTS JR	E	3/04/2013			999999		259.00
3002	BARBARA MINGORI	E	3/04/2013			999999		928.00
3067	STEVE BITNER	E	3/04/2013			999999		4,429.00
3082	JOHN R JONES	E	3/04/2013			999999		235.00
3114	PATRICIA BURLESON	E	3/04/2013			999999		1,482.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	3/04/2013			999999		432.00
3193	WILLIAM CROZIER	E	3/04/2013			999999		2,518.00
3218	CHERYL L BROOKS	E	3/04/2013			999999		450.00
3252	LINDA S LLOYD	E	3/04/2013			999999		196.00
3272	DUNCAN HOUSING LLC	E	3/04/2013			999999		6,843.00
3273	RICHARD F THENIKL	E	3/04/2013			999999		1,274.00
3294	JOHN R SMITH	E	3/04/2013			999999		579.00
3593	REMINGTON SQUARE	E	3/04/2013			999999		6,773.00
3668	MID AMERICA PROPERTIES OF PITT	E	3/04/2013			999999		2,581.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3708	GILMORE BROTHERS RENTALS	E	3/04/2013			999999		68.00
3724	YVONNE L. ZORNES	E	3/04/2013			999999		644.00
3746	JAROLD BONBRAKE	E	3/04/2013			999999		318.00
3821	JAMES T BLANCHO	E	3/04/2013			999999		226.00
3978	TBSW HOLDINGS, LLC	E	3/04/2013			999999		193.00
4054	MICHAEL A SMITH	E	3/04/2013			999999		700.00
4154	JOSEPH L. BOURNONVILLE	E	3/04/2013			999999		452.00
4218	MEADOWLARK TOWNHOUSES	E	3/04/2013			999999		1,926.00
4492	PITTSBURG SENIORS	E	3/04/2013			999999		4,244.00
4546	C & M PROPERTIES LLC	E	3/04/2013			999999		81.00
4564	TERRY L SIMPSON	E	3/04/2013			999999		389.00
4752	S & N MANAGEMENT, LLC	E	3/04/2013			999999		420.00
4786	JENNIFER STANLEY	E	3/04/2013			999999		307.00
4828	LINDA G MARTINSON	E	3/04/2013			999999		142.00
4928	PITTSBURG STATE UNIVERSITY	E	3/04/2013			999999		1,380.00
5035	ZACK QUIER	E	3/04/2013			999999		476.00
5039	VANETA MATHIS	E	3/04/2013			999999		273.00
5393	CARLOS ANGELES	E	3/04/2013			999999		970.00
5508	BUTLER RENTALS INC	E	3/04/2013			999999		103.00
5549	DELBERT BAIR	E	3/04/2013			999999		266.00
5583	ROBERT L NANKIVELL SR	E	3/04/2013			999999		95.00
5653	PEGGY HUNT	E	3/04/2013			999999		228.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5656	EARL HARTMAN	E	3/04/2013			999999		434.00
5658	DEANNA J HIGGINS	E	3/04/2013			999999		163.00
5660	HERBERT WARING	E	3/04/2013			999999		170.00
5676	BARBARA TODD	E	3/04/2013			999999		267.00
5817	JAMA ENTERPRISES LLP	E	3/04/2013			999999		253.00
5834	DENNIS TROUT	E	3/04/2013			999999		365.00
5854	ANTHONY A SNYDER	E	3/04/2013			999999		267.00
5875	BRIAN WARE	E	3/04/2013			999999		450.00
5885	CHARLES T GRAVER	E	3/04/2013			999999		500.00
5896	HORIZON INVESTMENTS GROUP INC	E	3/04/2013			999999		550.00
5906	JOHN HINRICHS	E	3/04/2013			999999		193.00
5939	EDNA R TRENT	E	3/04/2013			999999		220.00
5961	LARRY VANBECELAERE	E	3/04/2013			999999		540.00
6002	SALLY THRELFALL	E	3/04/2013			999999		333.00
6032	TIM J. RIDGWAY	E	3/04/2013			999999		1,379.00
6073	REBECCA FOSTER	E	3/04/2013			999999		225.00
6090	RANDAL BENNEFELD	E	3/04/2013			999999		458.00
6108	TILDEN BURNS	E	3/04/2013			999999		266.00
6130	T & K RENTALS LLC	E	3/04/2013			999999		773.00
6150	JAMES L COX	E	3/04/2013			999999		354.00
6161	MICHAEL J STOTTS	E	3/04/2013			999999		162.00
6172	ANDREW A WACHTER	E	3/04/2013			999999		714.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6186	TROY ROSENSTIEL	E	3/04/2013			999999		509.00
6284	FRED TWEET	E	3/04/2013			999999		271.00
6294	RONALD E WUERDEMAN	E	3/04/2013			999999		197.00
6295	DAVID L PETERSON	E	3/04/2013			999999		675.00
6298	KEVAN L SCHUPBACH	E	3/04/2013			999999		6,007.00
6306	BALKANS DEVELOPMENT LLC	E	3/04/2013			999999		352.00
6314	PARKVIEW HOUSING INC	E	3/04/2013			999999		550.00
6317	RONALD L EMERSON	E	3/04/2013			999999		167.00
6322	R JAMES BISHOP	E	3/04/2013			999999		371.00
6380	WAYNE E THOMPSON	E	3/04/2013			999999		577.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	3/04/2013			999999		4,116.00
6441	HEATHER D MASON	E	3/04/2013			999999		276.00
6442	MELISSA BERMAN	E	3/04/2013			999999		525.00
6443	MEDICALODGES INC	E	3/04/2013			999999		149.00
6446	HUTCHINS RENTAL TRUST ACCOUNT	E	3/04/2013			999999		165.00
6464	CBM REAL ESTATE GROUP LLC	E	3/04/2013			999999		525.00
6507	MARTHA E MOORE	E	3/04/2013			999999		96.00
6628	SEAN HALL	E	3/04/2013			999999		400.00
6633	CHRISTINA OBERLE	E	3/04/2013			999999		223.00
6647	MICHAEL A SMITH	E	3/04/2013			999999		648.00
6657	OZARKS AREA COMMUNITY ACTION C	E	3/04/2013			999999		455.10
6673	JUDITH A COLLINS	E	3/04/2013			999999		20.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6708	CHARLES MERTZ	E	3/04/2013			999999		437.00
6726	JEPSON HOLDINGS LLC	E	3/04/2013			999999		71.00
6763	BRETT A WARY	E	3/04/2013			999999		581.00
6799	KEVIN KITTERMAN	E	3/04/2013			999999		575.00
6803	MIKE GARRETT RENTALS LLC	E	3/04/2013			999999		309.00
6868	DAVID SIMPSON (308)	E	3/04/2013			999999		442.00
6886	DELBERT BAIR	E	3/04/2013			999999		404.00
6905	JENNIFER M TRISLER	E	3/04/2013			999999		348.00
6908	BRANDON DEMO	E	3/04/2013			999999		248.00
6916	STILWELL HERITAGE & EDUCATIONA	E	3/04/2013			999999		5,768.00
6945	JAMES M KUKOVICH	E	3/04/2013			999999		538.00
6966	CHARLOTTE BURGESS	E	3/04/2013			999999		476.00
6971	PAMELA BEER	E	3/04/2013			999999		412.00
6972	TAVARRA HORN	E	3/04/2013			999999		15.00

** T O T A L S **	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	9	5,525.00	0.00	5,525.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	115	98,748.72	0.00	98,748.72
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: HAP	TOTALS:	124	104,273.72	0.00	104,273.72
BANK: HAP	TOTALS:		124	104,273.72	0.00	104,273.72
REPORT TOTALS:			297	1,506,143.60	117.81CR	1,506,025.79

Passed and approved this 12th day of March, 2013.

John Ketterman, Mayor

ATTEST:

Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC UTILITIES

303 Memorial Drive • Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

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

DATE: March 6, 2013

SUBJECT: Agenda Item – March 12, 2013
East Madison Street Water Line Project
Broadway Street to the South Water Tower on Joplin Street

The City staff and representatives for South Kansas & Oklahoma Railroad, Inc. have met several times in order to work out a license agreement for a proposed 16-inch water line to tie the recent improvements on South Broadway directly to the south water tower on Joplin Street. According to this agreement, the City shall pay to the Railroad upon execution of the agreement the sum of \$1,500 for the cost of the license and fees. A copy of the City's current certificate of insurance must also accompany this agreement as the required coverage to be maintained.

The intent of this water line is to reinforce the water distribution system to provide enhanced fire protection to the downtown area. This reinforcement was originally planned as part of the Quincy Street Improvements Project, but was moved to Madison Street in order to provide increased flows, better access and less potential interference with a main trafficway. Estimated cost is expected to be less than \$250,000. Resolution No. 1133, which authorizes the construction of the proposed 16-inch water line on East Madison Street, is being provided as a part of this submittal.

Provisions have already been made to accommodate this line by stubbing a 16-inch water line across Broadway Street to Madison Street. We negotiated a change order with Lathrop Construction Co., who is involved with the South Broadway Water Line Replacement Project, to perform this work for a cost of \$193,584. This change order is being provided as a part of this submittal for approval by the City Commission.

MEMO TO: DARON HALL
MARCH 6, 2013
PAGE TWO

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 12th, 2013. Action necessary will be to review the documents and, if approved, authorize the Mayor to sign them on behalf of the City of Pittsburg.

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

Attachment: SKO Railroad, Inc. License Agreement
Resolution No. 1133
Change Order

SOUTH KANSAS & OKLAHOMA RAILROAD, INC.

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS

THIS AGREEMENT, made this 16TH day of **JANUARY, 2013** between **SOUTH KANSAS & OKLAHOMA RAILROAD, INC.** which has a mailing address at **315 WEST 3RD, PITTSBURG, KANSAS 66762** party of the first part (hereinafter called "Railroad"), and **CITY OF PITTSBURG** having a mailing address at **204 WEST 4TH STREET, PITTSBURG, KANSAS 66762** as part of the second part (hereinafter called "Licensee").

WITNESSETH, that said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of Licensee to be kept and performed, hereby permits, as a temporary license, Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove:

A Underground Pipeline Agreement as hereinafter more fully described on the attached Exhibit "A".

LOCATION: below the tracks, right of way and property owned by South Kansas & Oklahoma Railroad, Inc. at or near, 720 feet North of the South line of Section 29, Township 30 South, Range 25 East, County of Crawford, and State of Kansas.

In accordance with construction plans, submitted by Licensee to and approved by the Property Manager, incorporated herein by reference, all and any part thereof being hereinafter referred to as the "**FACILITIES**"; said license, however, shall be under and subject to the following terms, covenants and conditions as hereinafter recited, which are hereby accepted and agreed to, by Licensee, to wit:

1. The Licensee shall pay to Railroad upon the execution hereof, the sum of **FIFTEEN HUNDRED DOLLARS (\$1500.00)** for the cost of the license and fees.
2. (a) The Facilities shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined in Page 1. No departure shall be made at any time there from except upon permission in writing granted by the Property Manager, or his designee,

provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situated, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said Facilities shall be done under such general conditions as will be satisfactory to and approved by the Property Manager, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the Facilities, furnish any necessary inspectors, flagmen or watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time Railroad should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said Facilities, of Licensee, Railroad shall have the right to place such inspectors, flagmen, or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse Railroad upon demand. The furnishing or failure to furnish inspectors, flagmen, or watchmen by Railroad, however, shall not release Licensee from any and all other liabilities assumed by Licensee under the terms of this Agreement.

3. If Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned Facilities, it shall submit plans to Railroad and obtain the written approval of the Property Manager thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the rental charges.
4. (a) Licensee shall at all times be obligated to promptly maintain, repair and renew said Facilities; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to Licensee at any time make such repairs and renewals there to and furnish such material therefore as it deems adequate and necessary all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

5. (a) The supervision over the location of the construction work and inspection of the Facilities and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid Facilities covered by this Agreement shall be within the jurisdictional rights of Railroad.

(b) The right of supervision over the location of the construction work and inspection of the Facilities from time to time thereafter by Railroad, shall extend for an appropriate distance on each side of the property of Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the Facilities over, under, upon or in the property of Railroad.

6. Licensee shall comply with all Federal, State and Local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.

7. (a) It is understood between the parties hereto that the operations of Railroad at or near the Facilities involve some risk, and Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the Facilities (and contents thereof) of Licensee that are over, under, upon or in the property and facilities of Railroad including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of Railroad or otherwise.

(b) And Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said Facilities in, on, about or from the premises of Railroad whether such losses and damages be suffered or sustained by Railroad directly or by its employees, patrons or licensees, or be suffered or sustained by other persons or corporations, including Licensee, its employees and agents who may seek to hold Railroad liable therefore, and whether attributable to the fault, failure or negligence of Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of Railroad. **IRRESPECTIVE OF THE ABOVE**

AND REGARDLESS OF THE FAULT OF RAILROAD, UNDER NO CIRCUMSTANCES SHALL RAILROAD HAVE ANY LIABILITY TO THE OTHER PARTY, THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OR THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT LOSS OR DAMAGES, PUNITIVE, OR EXEMPLARY DAMAGES OR COSTS HOWSOEVER CAUSED ON ACCOUNT OF THE CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, RELOCATION OR REMOVAL OF SAID FACILITIES IN, ON, ABOUT OR FROM THE PREMISES OF RAILROAD DESCRIBED HEREIN AND LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS RAILROAD FROM THE SAME.

(c) If a claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said Facilities shall be borne by Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of Railroad on the said Facilities. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.
9. Licensee shall, at its sole cost and expense, upon request in writing of Railroad, promptly change the location of said Facilities covered by this Agreement, where located over, upon or in the property and facilities of Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of Railroad upon land now or hereafter owned or used by Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction; or in the event of the

lease, sale or disposal of the premises or any part thereof encumbered by this license, then said Licensee shall make such adjustments or relocations in its Facilities as are over, upon or in the property and facilities of Railroad as may be required by said Railroad or its grantee; and if Licensee shall fail or refuse to comply therewith, then the duly authorized agents of Railroad may make such repairs or adjustments or changes in location and provide necessary material therefore.

10. Upon termination of this Agreement or upon the removal or abandonment of the Facilities covered hereby, all the rights, title and interest of Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and Licensee shall remove its said Facilities and appurtenances from Railroad property, and right of way and all property of Railroad shall be restored in good condition and to the satisfaction of Railroad. If Licensee fails or refuses to remove its Facilities and appurtenances under the foregoing conditions, Railroad shall be privileged to do so at the cost and expense of Licensee, and Railroad shall not be liable in any manner to Licensee for said removal.
11. In the event the Facilities consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities and appurtenances of Railroad arising from or as a result of the installation of the said Facilities for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefore.
12. In the event the said Facilities consist of electrical power or communication wires and/or appurtenances, Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its Facilities; and if Licensee should fail so to do, then Railroad may do so, and Licensee agrees to pay to Railroad on demand the full cost and expense therefore.
13. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said Facilities of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefore the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against Railroad or its property by reason of the construction and maintenance of said Facilities of Licensee.

14. The rights conferred hereby shall be the privilege of Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page 1 without the consent and agreement in writing of Railroad being first had and obtained.
15. This Agreement shall take effect after signed by both parties.
16. Automobile mileage charges incurred by aforementioned Railroad inspectors, flagmen or watchmen in connection with the installation, maintenance, etc., of said Facilities will be based on allowances approved by the United States Government in effect at the time the expenses are incurred.

17. Environmental Compliance

- 17.1 Licensee represents that it has conducted a complete inspection of the Facilities and except as noted herein, finds the Facilities to be reasonably free from pollution-induced conditions.
- 17.2 Without limiting any other provisions of this Agreement, Licensee, at its expense, will at all times maintain and keep the Facilities and all improvements and property now or hereafter erected or placed thereon, including but not limited to, the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent or control the discharge of substances in the land, water, or air, and Licensee agrees to indemnify, hold harmless and defend Railroad from and against any and all suits, actions, proceedings, fines, claims, or the cleanup, response, removal or remediation of any environmental condition arising from or alleged to arise from a violation of any such environmental law, rule, or regulation, unless and except where such violation shall have been caused solely by the fault of the Railroad.
- 17.3 Without limiting any other provision of this Agreement, Railroad shall have the right to enter and inspect the Facilities in order to determine whether Licensee is complying with such laws, rules, and regulations, but no such inspection or absence of inspection by Railroad shall be construed to relieve Licensee of its obligations to comply with all such laws, rules and regulations.
- 17.4 In the event any cleanup, response, removal or remediation of any environmental condition is required by a governmental entity (hereinafter collectively referred to as "Response Action"), Licensee shall not be entitled to any damages, actual or consequential, by reason of the Response Action's interference

with Licensee's use of the Facilities. Licensee shall not be entitled to abatement in the rent for any interference with Licensee's use of the Facilities due to a Response Action. Licensee shall permit Railroad and its contractor's full, unrestricted and unconditional access to the Facilities for the purpose of completing or engaging in a Response action for which Licensee is responsible should Licensee fail to diligently pursue and complete such Response Action to the satisfaction of Railroad. Railroad's completion of any Licensee's obligations hereunder shall not be deemed a waiver of Licensee's obligations under this Agreement. Railroad shall have the right, but not the obligation, to conduct reasonable inspections of Licensee's Response Action and Licensee shall provide Railroad all information requested by Railroad regarding Licensee's Response Action or any environmental condition for which Licensee is responsible.

18. Licensee shall maintain a policy of commercial general liability insurance coverage in the limits set forth in the attached certificate at all times while this Agreement remains in effect.

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article "14" of this Agreement.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

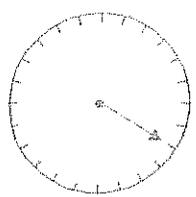
WITNESS: **SOUTH KANSAS & OKLAHOMA RAILROAD, INC.**

_____ **BY:** _____ **DATE**

WITNESS: **CITY OF PITTSBURG**

_____ **BY:** _____ **DATE**

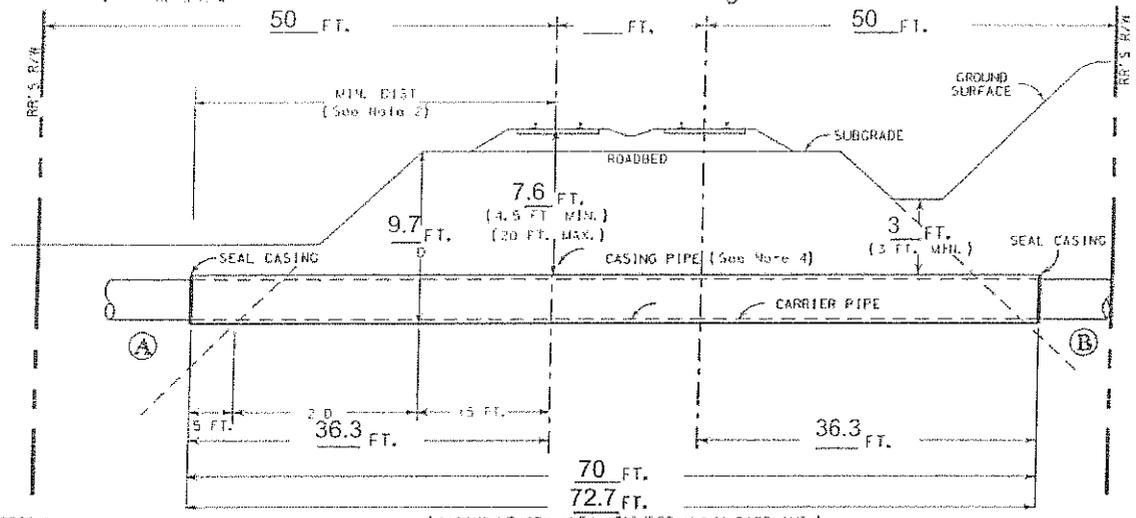
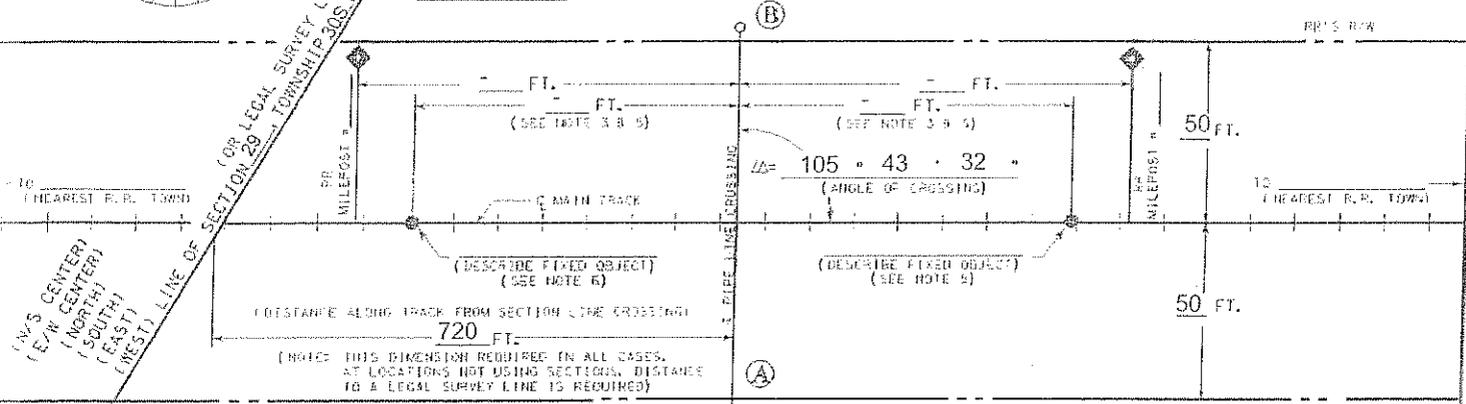
PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING



ENCASED NON-FLAMMABLE PIPELINE CROSSING

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

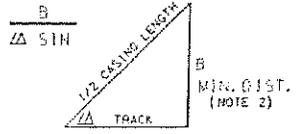
NO SCALE



MINIMUM THICKNESS		DIAMETER OF CASING PIPE
.2500"	1/4"	12" OR LESS
.3125"	5/16"	OVER 12" - 18"
.3750"	3/8"	OVER 18" - 22"
.4375"	7/16"	OVER 22" - 28"
.5000"	1/2"	OVER 28" - 34"
.5625"	9/16"	OVER 34" - 42"
.6250"	5/8"	OVER 42" - 48"

OVER 48" MUST BE APPROVED BY R.R. CO.
NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING LENGTH WITH ANGLE OF CROSSING OTHER THAN 90°



NOTES:
ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM C. OF TRACK.
CASING TO EXTEND BEYOND THE C. OF TRACK AT RIGHT ANGLES THE GREATER OF 20 + 20 FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, C. OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES; C. OF ROAD CROSSINGS OR OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

IS PIPELINE CROSSING WITHIN DEDICATED STREET? YES; NO;
IF YES, NAME OF STREET _____
DISTRIBUTION LINE _____ OR TRANSMISSION LINE X
CARRIER PIPE:
COMMODITY TO BE CONVEYED Water
OPERATING PRESSURE 70 PSI
WALL THICKNESS .967; DIAMETER 16"; MATERIAL PVC;
CASING PIPE:
WALL THICKNESS .50; DIAMETER 30"; MATERIAL STEEL;
NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.
METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
 DRY BORE AND JACK (WET BORE NOT PERMITTED);
 TUNNEL; OTHER _____
WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? YES; NO;
DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 35 (30' MIN.)

EXHIBIT "A"
(FOR RAILROAD USE ONLY)
M. P. _____ E. S. _____
ENCASED _____ CROSSING AT _____
(NEAREST CITY) (COUNTY) (STATE)
(APPLICANT)
RR FILE NO. _____ DATE _____

TICKET NO. _____

RESOLUTION NO. 1133

WHEREAS, the City of Pittsburg, Kansas, (the “City”) has the authority, pursuant to Charter Ordinance No. 25 and K.S.A. 65-163u, to make improvements to the public water supply system, including, but not limited to the authority to construct and install a 16 inch water line from the west right-of-way line of Broadway Street east on Madison Street a distance of approximately 1300 feet to the west right-of-way line of Joplin Street, together with all other things necessary and incidental thereto;

WHEREAS, the Governing Body of the City, hereby declares the necessity for and the intention to construct and install a 16 inch water line from the west right-of-way line of Broadway Street east on Madison Street a distance of approximately 1300 feet to the west right-of-way line of Joplin Street, together with all other things necessary and incidental thereto (the “Project”); and

WHEREAS, the City intends to finance the costs of the Project from the proceeds of either temporary notes or general obligation bonds to be issued by the City and also for any improvement costs incurred and paid by the City from monies other than the proceeds of either the City notes or the bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS, sitting in regular session this 12th day of March, 2013, that the following Project of the City be, and the same is hereby, authorized and ordered to be done:

Construction a 16 inch water line from the west right-of-way line of Broadway Street east Madison Street a distance of approximately 1300 feet to the west right-of-way line of Joplin Street.

BE IT FURTHER RESOLVED and declared that the Project is necessary and advisable to protect and promote the public health, safety, and welfare and constitutes a valid public purpose.

BE IT FURTHER RESOLVED that this Resolution is intended to be a declaration of the City's official intent to reimburse itself from the proceeds of temporary notes and general obligation improvement bonds to be issued by the City for any Project costs incurred and paid by the City from moneys other than the proceeds of the City's notes or bonds. A copy of this Resolution is available for inspection by the public at any time during all business hours in the office of the City Clerk, 201 West 4th Street, Pittsburg, Kansas.

BE IT FURTHER RESOLVED that for the purpose of paying the City's participation in the costs of making the capital improvements described and referred to herein and reimbursing expenditures necessitated by said Project, including the payment of necessary architectural, engineering, legal, and incidental costs relating thereto, the City of Pittsburg, Kansas, is hereby authorized, by a subsequent resolution referring to this Resolution, to issue temporary notes from time to time as required during the progress of the work in a total sum not to exceed the amount of \$250,000; which amount is hereby increased at the rate of one-half of one percent per month from and after the date of approval of this Resolution. Said notes shall be dated as of the date specified in the subsequent resolution, shall bear interest at a rate not to exceed the limit authorized by K.S.A. 10-1009 and any amendments thereto, shall be payable in accordance with the terms of the notes, shall mature not later than one (1) year(s) from the date of the issuance of the notes, and shall be redeemed and canceled before or at

the time permanent general obligation improvement bonds are issued in lieu thereof. Said notes are authorized by K.S.A. 65-163u, Charter Ordinance No. 25, and Article 1 of Chapter 10, and any amendments thereof, of the Kansas Statutes Annotated.

BE IT FURTHER RESOLVED that the cost and expense of constructing said Project shall be financed by the issuance of general obligation improvement bonds of the City in an amount not exceeding \$250,000, which amount is hereby increased at the rate of one-half of one percent per month from and after the date of approval of this Resolution.

BE IT FURTHER RESOLVED that the Mayor and Clerk of the City be, and they are, hereby authorized to give public notice, in accordance with the requirements of K.S.A. 10-106, and any amendments thereto, of the City's intent to sell its general obligation improvement bonds to finance the City's cost of constructing said Project.

BE IT FURTHER RESOLVED that any actions heretofore taken with respect to the Project are hereby affirmed, confirmed, and ratified.

IT IS SO RESOLVED.

ADOPTED and approved this 12th day of March, 2013.

Mayor – John Ketterman

ATTEST:

City Clerk – Tammy Nagel

(SEAL)



DEPARTMENT OF PUBLIC UTILITIES

303 Memorial Drive · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

PROJECT: Madison Street Water Line Project
 Extension of the South Broadway Water Line Project

DATE: 6 March 2013

PETITION AUTHORIZED AMOUNT \$ _____
 TEMPORARY NOTES AUTHORIZED \$ _____
 CONTRACT BIDS RECEIVED: _____
 CONTRACTOR: Lathrop Construction, Inc.

CHANGE ORDER NO.: 1

ORIGINAL CONTRACT CONSTRUCTION AMOUNT..... **\$ 839,126.00**
 CHANGE ORDER NO. 1 THRU 1 **\$+193,584.00**
 NEW CONSTRUCTION AMOUNT..... **\$1,032,710.00**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	Clearing & Grubbing	1	LS	\$4,500.00	\$ 4,500.00
2	Rock Excavation	29	CY	\$ 80.00	\$ 2,320.00
3	30" Casing Pipe	80	LF	\$ 84.50	\$ 6,760.00
4	Directional Drill @ Railroad	80	LF	\$ 245.00	\$ 19,600.00
5	16" PVC C-900 DR-18	1110	LF	\$ 92.00	\$102,120.00
6	8" PVC C-900 DR-18	24	LF	\$ 85.00	\$ 2,040.00
7	Connect to Existing 16" Main	2	Each	\$5,500.00	\$ 11,000.00
8	16" Gate Valve	3	Each	\$7,600.00	\$ 22,800.00
9	Fire Hydrant Assembly	3	Each	\$4,950.00	\$ 14,850.00
10	Sidewalk Construction (4")	1	SY	\$ 50.00	\$ 50.00
11	Sidewalk Ramp	1	SY	\$ 60.00	\$ 60.00
12	Curb & Gutter, Combined	1	LF	\$ 40.00	\$ 40.00
13	Concrete Pavement (7" Uniform)	50	SY	\$ 75.00	\$ 3,750.00
14	Concrete Pavement (6" Uniform)	1	SY	\$ 70.00	\$ 70.00
15	Aggregate Base (AB-3) (4")	50	SY	\$ 18.00	\$ 900.00
16	Crushed Stone Subgrade (4")	50	SY	\$ 20.00	\$ 1,000.00
17	Geosynthetic Reinforcement (for base)	50	SY	\$ 20.00	\$ 1,000.00
18	Surfacing Material (AB-3) (Set Price)	1	Tons	\$ 24.00	\$ 24.00
19	Traffic Control (Initial Set Up)	1	LS	\$ 500.00	\$ 500.00
20	Erosion Control	1	LS	\$ 200.00	\$ 200.00

