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REQUEST TO VACATE - The City of Pittsburg advertised for Public Hearing, Tuesday, April 13, 2010, at the City Commission Meeting commencing at 5:30 p.m. for the purpose of vacating a 10-foot wide platted alley abutting the western boundary line of Lot 15, Block 5, Belleplaine's 2nd Addition to the City of Pittsburg, Crawford County, Kansas. (Request of Family Life Assembly of God, 1234 N. Rouse).

FLAG Vacation PZC Recommendation . . . . . 61  
 FLAG Vacation Map . . . . . 62

CITY TOW CONTRACT REVIEW - Staff has met with City Manager John VanGorden and City Attorney Henry Menghini to review issues with the current City Tow Contractor. The issues have been outlined in a memo for review. Staff is recommending terminating the current tow contract and awarding the contract to the next lowest bidder.

Tow Contract memo . . . . . 63  
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ENVIRONMENTAL RELEASE AND INDEMNITY AGREEMENT - Staff is requesting that the City rescind its recent approval to enter into the Environmental Release and Indemnity Agreement with Metso Minerals Industries, Inc.

Metso ERI Agreement Memo . . . . . 73

GENERATOR MAINTENANCE CONTRACT - Staff is requesting that the City release the legal responsibility of JCI-Electric Motor Supply for the annual maintenance of generators located at various City facilities and to authorize staff to re-bid the maintenance contract.

Generator Maintenance Bids Memo . . . . . 75  
 Generator Maintenance Bid Tab . . . . . 77

DISPOSITION OF BIDS - Staff is recommending that bids for the annual purchase of Ready Mix Cement/Flowable Fill be awarded to Dwayne O'Brien, of Pittsburg, Kansas, based on his combined unit price bid of \$340.93 after consideration of the weighted local bid policy.

2010 Concrete Bid Disposition Memo . . . . . 78  
 2010 Concrete Bid Tab Sheet . . . . . 80

DISPOSITION OF BIDS - Staff is recommending that bids for the annual purchase of HM-4 Flint Chat and AB-3 Limestone Rock be awarded to Kunshek Chat & Coal, Inc., of Pittsburg, Kansas, based on their bids of \$7.21 per ton for HM-4 Flint Chat and \$6.21 per ton for AB-3 Limestone Rock after consideration of the weighted local bid policy.

2010 Chat & Rock Bid Disposition Memo . . . . . 81  
 Chat and Rock Bid Tab . . . . . 83

APPOINTMENT TO ALLIANCE FOR TECHNOLOGY COMMERCIALIZATION (ATC) BOARD OF DIRECTORS - The term of Ron Scripsick as a member of the Alliance for Technology Commercialization (ATC) Board of Directors has expired. Mr. Scripsick is not eligible for additional terms on the Board. Please appoint one new member to serve as a member of the Board.

ATC Appointments . . . . . 84

CITY OF PITTSBURG, KANSAS  
COMMISSION AGENDA  
Tuesday, April 13, 2010  
5:30 PM

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**CALL TO ORDER BY THE MAYOR:**

- a. Invocation by Jim Sukraw of the First Church of the Nazarene
- b. Flag Salute Led by the Mayor
- c. Public Input

**CONSENT AGENDA:**

- a. Approval of the minutes of the March 23, 2010, City Commission meeting.
- b. Approval of Ordinance No. G-1089 providing for the change of certain areas from R-2 Two-Family Residential to IP-2 Planned Medium Industrial and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg. (Miller's Professional Imaging) **Second Reading - ROLL CALL VOTE.**
- c. Approval of Ordinance No. G-1090 amending Section 78-73 of the Pittsburg City Code to designate and establish Homer Street from Quincy Avenue to Centennial Drive, as a trafficway connection, as defined by K.S.A. 12-686, all within the City limits of Pittsburg, Kansas. **Second Reading - ROLL CALL VOTE.**
- d. Approval of Resolution No. 1101, providing for the improvement of Homer Street from the south curb line of Ford Street to the south curb line of Deill Street, and authorize the Mayor to sign Resolution No. 1101 on behalf of the City.
- e. Approval of a Resolution declaring The Morning Sun as the City's Official Newspaper.
- f. Approval of a Resolution declaring Community National Bank, Commerce Bank, Citizens Bank, First Federal Savings and Loan, Labette Bank, M&I Bank, and University National Bank as Official City Depositories.
- g. Approval of Change Order 3 reflecting an increase of \$2,165 making a new contract amount of \$116,532 and for 15 additional days setting the new substantial completion date to April 24, 2010 for the Pittsburg Historic Library East Entry Vestibule Project.

CITY OF PITTSBURG, KANSAS  
COMMISSION AGENDA  
Tuesday, April 13, 2010  
5:30 PM

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- h. Approve or disapprove an Emergency Shelter Grant Application for 2010 to the State of Kansas in the amount of \$162,530.
- i. Approval of Mowing and Maintenance Agreement between the City of Pittsburg and Watco Transportation Services, Inc. under which Watco Transportation Services, Inc. will repair and maintain certain rail tracks, road crossings, switches and spurs in the Pittsburg Regional Industrial Park in consideration for the City mowing portions of the railroad's right-of-way inside the City and authorize the Mayor to sign the agreement on behalf of the City.
- j. Approval of the application submitted by the Haun Group, LLC dba Tornado Lounge, 305 North Broadway, for a Dance Hall License and direct the City Clerk to issue the license.
- k. Approval of the Appropriation Ordinance for the period ending April 14, 2010, subject to the release of HUD expenditures when funds are received.  
**ROLL CALL VOTE.**

**PUBLIC HEARING:**

- a. **REQUEST TO VACATE** - The City of Pittsburg advertised for Public Hearing, Tuesday, April 13, 2010, at the City Commission Meeting commencing at 5:30 p.m. for the purpose of vacating a 10-foot wide platted alley abutting the western boundary line of Lot 15, Block 5, Belleplaine's 2nd Addition to the City of Pittsburg, Crawford County, Kansas. (Request of Family Life Assembly of God, 1234 N. Rouse). **Following Public Hearing, consider request and, if approved, direct the preparation of the necessary Order.**

**CONSIDER THE FOLLOWING:**

- a. **CITY TOW CONTRACT REVIEW** - Staff has met with City Manager John VanGorden and City Attorney Henry Menghini to review issues with the current City Tow Contractor. The issues have been outlined in a memo for review. Staff is recommending terminating the current tow contract and awarding the contract to the next lowest bidder. **Approve or disapprove staff recommendation.**

CITY OF PITTSBURG, KANSAS  
COMMISSION AGENDA  
Tuesday, April 13, 2010  
5:30 PM

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- b. ENVIRONMENTAL RELEASE AND INDEMNITY AGREEMENT - Staff is requesting that the City rescind its recent approval to enter into the Environmental Release and Indemnity Agreement with Metso Minerals Industries, Inc. **Approval or disapproval of staff's request to rescind the agreement.**
  
- c. GENERATOR MAINTENANCE CONTRACT - Staff is requesting that the City release the legal responsibility of JCI-Electric Motor Supply for the annual maintenance of generators located at various City facilities and to authorize staff to re-bid the maintenance contract. **Approve or disapprove staff's request and, if approved, authorize staff to re-bid the maintenance contract.**
  
- d. DISPOSITION OF BIDS - Staff is recommending that bids for the annual purchase of Ready Mix Cement/Flowable Fill be awarded to Dwayne O'Brien, of Pittsburg, Kansas, based on his combined unit price bid of \$340.93 after consideration of the weighted local bid policy. **Approve or disapprove staff's recommendation and, if approved, direct the issuance of the necessary purchase order.**
  
- e. DISPOSITION OF BIDS - Staff is recommending that bids for the annual purchase of HM-4 Flint Chat and AB-3 Limestone Rock be awarded to Kunshek Chat & Coal, Inc., of Pittsburg, Kansas, based on their bids of \$7.21 per ton for HM-4 Flint Chat and \$6.21 per ton for AB-3 Limestone Rock after consideration of the weighted local bid policy. **Approve or disapprove staff's recommendation and, if approved, direct the issuance of the necessary purchase order.**
  
- f. APPOINTMENT TO ALLIANCE FOR TECHNOLOGY COMMERCIALIZATION (ATC) BOARD OF DIRECTORS - The term of Ron Scripsick as a member of the Alliance for Technology Commercialization (ATC) Board of Directors has expired. Mr. Scripsick is not eligible for additional terms on the Board. Please appoint one new member to serve as a member of the Board.

**NON-AGENDA REPORTS & REQUESTS:**

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
March 23, 2010

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, March 23<sup>rd</sup>, 2010, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Rudy Draper presiding and the following members present: Marty Beezley, Pamela Henderson, Patrick O’Bryan, and William H. Rushton.

Father Tom Stroot, of Our Lady of Lourdes Catholic Church provided the invocation.

Mayor Draper led the flag salute.

Mayor Draper proclaimed March 2010 as American Red Cross Month in Pittsburg.

Mayor Draper proclaimed March 2010 as Census Month in Pittsburg.

ELECTION OF MAYOR – On motion of Beezley, seconded by Henderson, the Governing Body elected Patrick J. O’Bryan as Mayor of the City of Pittsburg. Motion carried.

SWEARING IN OF MAYOR – The City Clerk administered the oath of office to Mayor Patrick J. O’Bryan and seated him.

PRESENTATION OF CEREMONIAL GAVEL – Mayor O’Bryan presented the ceremonial gavel to former Mayor Draper.

ELECTION OF PRESIDENT OF THE BOARD – On motion of Henderson, seconded by Draper, the Governing Body elected Marty Beezley as President of the Board of the City of Pittsburg. Motion carried.

SWEARING IN OF PRESIDENT OF THE BOARD – The City Clerk administered the oath of office to President of the Board Marty Beezley and seated her.

\* \* \* \* \*

APPROVAL OF MINUTES – MARCH 9<sup>th</sup>, 2010 - On motion Beezley, seconded by Draper, the Governing Body approved the minutes of the March 9<sup>th</sup>, 2010, City Commission Meeting as submitted. Motion carried.

ORDINANCE NO. G-1089 – On motion of Beezley, seconded by Draper, the Governing Body approved Ordinance No. G-1089 providing for the change of certain areas from R-2 Two-Family Residential to IP-2 Planned Medium Industrial and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended (Miller’s Professional Imaging), of the City of Pittsburg, on first reading. Motion carried.

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
March 23, 2010

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ORDINANCE NO. G-1090 – On motion of Beezley, seconded by Draper, the Governing Body approved Ordinance No. G-1090 amending Section 78-73 of the Pittsburg City Code to designate and establish Homer Street from Quincy Avenue to Centennial Drive, as a trafficway connection, as defined by K.S.A. 12-686, all within the City limits of Pittsburg, Kansas, on first reading. Motion carried.

CHANGE ORDER NO. 1 – LIBRARY EAST ENTRY VESTIBULE PROJECT – On motion of Beezley, seconded by Draper, the Governing Body approved Change Order 1 requesting 17 additional weather days be added to the Pittsburg Historic Library East Entry Vestibule Project making a new substantial completion date of March 27, 2010. Motion carried.

CHANGE ORDER NO. 2 – LIBRARY EAST ENTRY VESTIBULE PROJECT – On motion of Beezley, seconded by Draper, the Governing Body approved Change Order 2 requesting 17 additional weather days be added to the Pittsburg Historic Library East Entry Vestibule Project making a new substantial completion date of April 9, 2010. Motion carried.

SUPPLEMENTAL AGREEMENT – PROFESSIONAL ENGINEERING CONSULTANTS – MEMORIAL AUDITORIUM ENTRY STAIR PROJECT – On motion of Beezley, seconded by Draper, the Governing Body approved a Supplemental Agreement between the City of Pittsburg and Professional Engineering Consultants, P.A. to provide construction administration services for the Memorial Auditorium Entry Stair Replacement Project on the basis of Standard Hourly Rates plus reimbursable expenses for a not-to-exceed total fee of \$1,500 and authorized the Mayor to sign the Supplemental Agreement on behalf of the City of Pittsburg. Motion carried.

JOPLIN PROSPERITY INITIATIVE – On motion of Beezley, seconded by Draper, the Governing Body approved the appointment of Patrick O'Bryan as a member of the Governance Board for the Joplin Prosperity Initiative. Motion carried.

BROADBAND FIBER NETWORK APPLICATION – On motion of Beezley, seconded by Draper, the Governing Body authorized staff to submit an application for construction of an ultra-high speed broadband fiber network, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

RESIDENTIAL LEASE AGREEMENT – On motion of Beezley, seconded by Draper, the Governing Body approved a Residential Lease Agreement for property owned by the City of Pittsburg at 213 E. Quincy for a 14-month period to terminate on May 31st, 2011 for total rent due in the amount of \$14,000 which shall be paid in monthly installments of \$1,000 and a security deposit in the amount of \$1,000 and authorized the Mayor to sign the lease agreement on behalf of the City of Pittsburg. Motion carried.

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
March 23, 2010

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DANCE HALL LICENSE – FACES – 202 NORTH LOCUST – On motion of Beezley, seconded by Draper, the Governing Body approved the application submitted by Pat and Jamie Sponsel for a Dance Hall License for Faces located at 202 North Locust and directed the City Clerk to issue the license. Motion carried.

SUBORDINATION AGREEMENT – LAURA CHAPPEL – On motion of Beezley, seconded by Draper, the Governing Body approved a subordination agreement for Laura Chappel to allow her to refinance her home, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of Beezley, seconded by Draper, the Governing Body approved the Appropriation Ordinance for the period ending March 24, 2010, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Henderson, O'Bryan, and Rushton. Motion carried.

EMPLOYEE HANDBOOK POLICY CHANGES – On motion of Henderson, seconded by Rushton, the Governing Body approved staff request to incorporate language into Policy Numbers 206, 210, 301 and 302 of the Employee Handbook regarding employment categories and position classifications, hours of work and overtime and compensatory time to reflect that firefighters will be paid on a 14 day, 106 hour basis. Motion carried.

ENVIRONMENTAL RELEASE AND INDEMNITY AGREEMENT – On motion of Draper, seconded by Rushton, the Governing Body approved a request submitted by Metso Mineral Corporation for the City to sign an Environmental Release and Indemnity Agreement in consideration of the cost for preparing legal documents to deed a 20-foot wide railroad spur to the City of Pittsburg, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

NON-AGENDA REPORTS AND REQUESTS:

LEAD UPDATE – Dr. John Bailey, Director of Public Utilities, provided an update on the lead situation in Pittsburg. Dr. Bailey indicated that additional properties need to be tested in the St. Louis and Spelter areas located in the north east section of town.

OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
March 23, 2010

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ADJOURNMENT: On motion of Rushton, seconded by Henderson, the Governing Body adjourned the meeting at 5:59 p.m. Motion carried.

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

ATTEST:

\_\_\_\_\_  
Tammy Nagel, City Clerk



## Interoffice Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

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

**DATE:** April 5, 2010

**SUBJECT:** Agenda Item – April 13, 2010  
Authorizing Resolution  
Homer Street Improvements

---

The City Commission provided verbal approval to improve Homer Street between Ford Street and Deill Street during a recent work session on street maintenance. In providing this directive, the City Commission requested the staff to investigate the possible use of concrete pavement.

The staff is proposing to bid two options on the Homer Street Improvements Project, a concrete paving system and an asphalt paving system. To extend the life of the asphalt system and to increase the strength of the pavement, the staff will be specifying a polymer additive to the asphalt design. This will bring the two pavement systems closer in line for strength and pavement life expectancy. With the polymer additive, the two paving methods also become very comparative in cost. The staff will also be asking for a unit cost for curb and gutter replacement in the proposal as it appears much of this curb will have to be replaced.

Due to the time constraints, the plans prepared by the Engineering Division will not be developed based on a field survey. Much of the determination on the limits of actual work will be made during construction. Controlling costs under these conditions will be more difficult, but it will allow the City to have plans ready to bid and a contractor selected before the end of the school year.

The attached authorizing Resolution will allow the City to issue bonds for both temporary and permanent funding for the improvements. The authorization amount has been set to cover the cost of either concrete or asphalt paving.

**MEMO TO: JOHN D. VANGORDEN**  
**APRIL 5, 2010**  
**PAGE TWO**

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 13, 2010. Action necessary will be approval or disapproval of Resolution No. 1101 authorizing the improvements to Homer Street and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.

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

Attachment: Resolution No. 1101

cc: Tammy Nagel, City Clerk  
Project File  
Memo File

## **RESOLUTION NO. 1101**

**A RESOLUTION**, providing for the improvement of Homer Street from the south curb line of Ford Street to the south curb line of Deill Street, a distance of approximately 1,115 feet (designated as Paving District No. 10-2), by first removing the existing pavement, installing geotextile fabric, rock, drainage improvements, curb and gutter, paving, and incidental construction relating to the improvement, pavement marking, constructing and/or updating of wheelchair ramps at all corners in compliance with ADA, surveying, intersections at Normal Street and Deill Street, drive approaches, design and construction engineering, and authorizing the issuance of general improvement obligation bonds and temporary notes from time to time as required during the progress of the work under the authority of K.S.A. 12-685 to 12-687, K.S.A. 12-689, and K.S.A. 12-690, and any amendments thereto, and Article I of Chapter 10, as amended, of the Kansas Statutes Annotated.

**WHEREAS**, the Governing Body of the City of Pittsburg, Kansas, has by Ordinance designated and established all of Homer Street from Quincy Avenue to Centennial Drive as a trafficway connection, as defined by K.S.A. 12-686; and

**WHEREAS**, the Governing Body of the City of Pittsburg, Kansas, hereby declares the necessity for and the intention to improve Homer Street from the south curb line of Ford Street to the south curb line of Deill Street, a distance of approximately 1,115 feet (designated as Paving District No. 10-2), by first removing the existing pavement, installing geotextile fabric, rock, drainage improvements, curb and gutter, paving, and incidental construction relating to the improvement, pavement marking, constructing and/or updating of wheelchair ramps at all corners in compliance with ADA,

surveying, intersections at Normal Street and Deill Street, drive approaches, design and construction engineering.

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

**Section 1:** That it is necessary and advisable to improve Homer Street from the south curb line of Ford Street to the south curb line of Deill Street, a distance of approximately 1,115 feet (designated as Paving District No. 10-2), by first removing the existing pavement, installing geotextile fabric, rock, drainage improvements, curb and gutter, paving, and incidental construction relating to the improvement, pavement marking, constructing and/or updating of wheelchair ramps at all corners in compliance with ADA, surveying, intersections at Normal Street and Deill Street, drive approaches, design and construction engineering.

**Section 2:** That the aforesaid improvement is declared to be in the public interest, authorized and directed and ordered to be completed, with any actions heretofore taken being affirmed, confirmed, and ratified; and, further, that the employment of highway and traffic engineers as necessary for the development and planning of said improvement is also authorized.

**Section 3:** That this Resolution is intended to be a declaration of the City's official intent to reimburse itself from the proceeds of either temporary notes or general obligation bonds to be issued by the City for any improvement costs incurred and paid by the City from moneys other than the proceeds of either the City's notes or the 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 4<sup>th</sup> Street, Pittsburg, Kansas.

**Section 4:** That for the purposes of paying the City's participation in the costs of making the capital improvements described and referred to herein and reimbursing expenditures necessitated by the improvement, 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 \$400,000.00; which amount is hereby increased at the rate of one percent per month from and after the date of the 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 two years from the date of the issuance of the notes, and shall be redeemed and cancelled before or at the time permanent general obligation improvement bonds are issued in lieu thereof. Said notes are authorized by K.S.A. 12-685 to 12-687, K.S.A. 12-689, and K.S.A. 12-690, and any amendments thereto, and Article I, of Chapter 10, and any amendments thereto, of Kansas Statutes Annotated.

**Section 5:** That the cost and expense of constructing said improvement shall be financed by the issuance of general obligation improvement bonds of the City in an amount not exceeding \$400,000.00 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.

**Section 6:** 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 improvement.

**Section 7:** The Governing Body or its representative, following the review of bids received, may let the contract for the construction of said improvement or any part thereof to the lowest responsible bidder. Upon acceptance of any bid, the bidder or contractor to whom the contract shall be awarded, shall enter into a written agreement with the City or its representative for the construction of said improvement or any part thereof, and shall execute a bond with satisfactory surety thereon, conditioned for the faithful performance of said contract, and a bond indemnifying and saving the City harmless because of any injury to persons or property caused by the negligence of the contractor and the contractor's agents, employees or servants. All of the work shall be done under the supervision of highway and traffic engineers or the City Engineer and shall be subject to the approval of the Governing Body or its representative before final acceptance.

**Section 8:** The City both reasonably expects and intends to finance the costs of said improvements from the proceeds of general obligation bonds of the City. The City does hereby express its official intent to reimburse any such capital expenditures made or obligations incurred by it on or after the date which is sixty (60) days before the date of this Resolution from the proceeds of such bonds in the estimated maximum principal amount of \$400,000.00. The City will issue such bonds for such purposes and make the reimbursements within eighteen (18) months after the date the expenditure to be

reimbursed was paid or, if later, eighteen (18) months after the date on which the property resulting from the expenditure was placed in service. Provided, that, in any event, the City must make the reimbursement allocation within three (3) years after the date the expenditure was paid.

**PASSED AND APPROVED BY THE GOVERNING BODY** this 13<sup>th</sup> day of April, 2010.

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Mayor – Patrick J. O’Bryan

ATTEST:

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City Clerk – Tammy Nagel

(SEAL)



## Interoffice Memorandum

TO: John D. VanGorden, Interim City Manager  
FROM: Tammy Nagel, City Clerk  
DATE: March 19, 2010  
SUBJECT: Agenda Item – Designation of Official Newspaper

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As you are aware, Kansas Statutes require that the Official City Newspaper be designated by formal Governing Body action, and it is the practice to designate the Official Newspaper each year following reorganization of the Board of Commissioners.

I would recommend that we continue to utilize *The Morning Sun* as the City's Official Newspaper.

Please place an item on the agenda for the City Commission Meeting of April 13<sup>th</sup>, 2010, designating *The Morning Sun* as the Official City Newspaper.

I will be available to answer any questions at your convenience. Thank you.



## Interoffice Memorandum

TO: John D. VanGorden, Interim City Manager  
FROM: Tammy Nagel, City Clerk  
DATE: March 19, 2010  
SUBJECT: Agenda Item – Designation of Official Depositories

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As you are aware, Kansas Statutes require that Official City Depositories be designated by formal Governing Body action, and it is the practice to designate these depositories each year following reorganization of the Board of Commissioners.

I recommend continuing with the facilities we are currently using. These are Community National Bank, Commerce Bank, Citizens Bank, First Federal Savings and Loan, Labette Bank, M&I Bank, and University National Bank.

Please place an item on the agenda for the City Commission Meeting of April 13<sup>th</sup>, 2010, designating these banking institutions as Official City Depositories.

I will be available to answer any questions at your convenience. Thank you.



## Interoffice Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

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

**DATE:** April 6, 2010

**SUBJECT:** Agenda Item – April 13, 2010  
Change Order No. 3  
Pittsburg Library East Entry Vestibule

---

In February, while digging a trench for the footing, Tri-State Building uncovered four 3-inch conduits in line with the footing for the east entrance to the library. These conduits ran from the existing electrical service in the original library to the subpanel feeding the new addition. These conduits were unmarked and undetected during the design of the east addition. Their location made it impossible to pour the footing without embedding them within the footing.

WSKF Architects provided a new footing detail to protect and embed the conduits and to provide the necessary support for the library exterior wall. It was necessary for Tri-State Building to hand dig and expose these conduits and provide additional work and material in the placement of the footing detail. Because of this additional work and the amount of time it took to investigate and document the location of the conduits and to develop the revised footing detail, Tri-State Building is requesting a change order for \$2,165 and an additional 15 days. This will set the new substantial completion date to April 24, 2010.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 13, 2010. Action necessary will be approval or disapproval of Change Order No. 3 reflecting an increase of \$2,165 and making a new contract amount of \$116,532 and, if approved, authorize the Mayor to sign the change order on behalf of the City.

Attachment: Change Order No. 3

cc: Tammy Nagel, City Clerk  
Project File  
Memo File



# AIA® Document G701™ – 2001

## Change Order

<b>PROJECT (Name and address):</b> Pittsburg Historic Library East Entry Vestibule	<b>CHANGE ORDER NUMBER:</b> 003 <b>DATE:</b> April 01, 2010	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> Tri-State Building & Supply Company 816 E. Jefferson Pittsburg, Kansas 66762	<b>ARCHITECT'S PROJECT NUMBER:</b> 08014 <b>CONTRACT DATE:</b> November 10, 2009 <b>CONTRACT FOR:</b> General Construction	<b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- Per attached Change Order No. 3(Revised) from Tri-State Building for time and material for trench footing hand excavation - all exposed utility lines wrapped in 1/2" foam, footing extra width and extra rebar: Add: \$1,890.00
- Per attached Change Order No. 5 from Tri-State Building to remove nuts and bolts at tops of three structural steel columns and weld entire perimeter of top plate to the beam above: Add: \$ 275.00
- Per attached Change Order No. 4 from Tri-State Building, requesting 15 weather days to be added to the substantial completion date. Per Specification Section 011000-3 1.8 Work Restrictions, Paragraph B, On-Site Work Hours are limited to Monday through Friday, except as otherwise indicated. Weekend weather days will not be allowed at this point in time. The new Substantial Completion Date will be April 24, 2010. This item will have a zero dollar affect to this change order. No Change: \$ 0.00

Total Change Order No. Three: Add: \$2,165.00

The original Contract Sum was	\$ 114,367.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 114,367.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 2,165.00
The new Contract Sum including this Change Order will be	<u>\$ 116,532.00</u>

The Contract Time will be increased by Fifteen ( 15 ) days.

The date of Substantial Completion as of the date of this Change Order therefore is April 24, 2010

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Williams Spurgeon Kuhl & Freshnock  
Architects, Inc.

Tri-State Building & Supply Company

City of Pittsburg, Kansas

**ARCHITECT** (Firm name)

**CONTRACTOR** (Firm name)

**OWNER** (Firm name)

110 Armour Road, North Kansas City,  
Missouri 64116

816 E. Jefferson, Pittsburg, Kansas 66762

201 W. Fourth Street, Pittsburg, Kansas  
66762

**ADDRESS**

**ADDRESS**

**ADDRESS**

*Dustin Watkins*

*Danny J. Arck*

BY (Signature)

BY (Signature)

BY (Signature)

DUSTIN WATKINS

DANNY J. ARCK

(Typed name)

(Typed name)

(Typed name)

4-1-10

4/6/10

DATE

DATE

DATE

**TRI-STATE BUILDING**

**CHANGE ORDER**

**No. 3**  
(REVISED)

P.O. Box 1416  
Pittsburg, KS 66762

Phone: 620-231-5260  
Fax: 620-231-0575

**TITLE:** \_\_\_\_\_ **Date:** 3-4-2010

**PROJECT:** Pittsburg Public Library **Contract NO:** \_\_\_\_\_

**TO:** Attn: Rick Kuhl / Dustin Watkins

**DESCRIPTION OF CHANGE**  
See Below

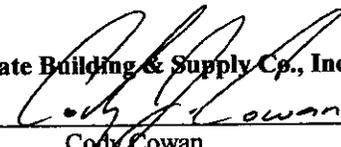
Item	Description	Days	Unit Price	Tax Amount	Net Amount
1.)	Add: Trench footing hand excavation due to utility lines in the footing. Two previous excavations to expose conduit for design purposes. Trench to be original depth and width. All exposed utility lines to be wrapped in 1/2" foam to allow for movement. Footing extra width, and extra rebar (labor and material) <u>(Revision based on verbal agreement to bill time and material).</u>	2.00		\$0.00	\$1,890.00
2.)		0.00		\$0.00	
3.)		0.00		\$0.00	
4.)		0.00		\$0.00	
5.)		0.00		\$0.00	
5.)		0.00		\$0.00	
7.)		0.00		\$0.00	
3.)		0.00		\$0.00	
9.)		0.00		\$0.00	
10.)		0.00		\$0.00	
11.)		0.00		\$0.00	
12.)		0.00		\$0.00	
				<b>Unit Cost:</b>	<b>\$1,890.00</b>
				<b>Tax Amount:</b>	<b>\$0.00</b>
				<b>Total Change To Contract:</b>	<b>\$1,890.00</b>

The Original Contract Sum was .....	\$114,367.00
Net Changes to Contract Previously Approved .....	\$0.00
The Contract Sum Previous to This Change Order was.....	\$114,367.00
Net Changes to Contract by This Change Order.....	\$1,890.00
The New Contract Sum Including This Change Order.....	\$116,257.00

**ACCEPTED:**

**WSKF**  
**By:** \_\_\_\_\_  
Rick Kuhl / Dustin Watkins

**Date:** \_\_\_\_\_

Tri-State Building & Supply Co., Inc  
**By:**   
Cody Cowan  
**Date:** 3-4-2010

**TRI-STATE BUILDING**

**CHANGE ORDER**

**No. 5**

P.O. Box 1416  
Pittsburg, KS 66762

Phone: 620-231-5260  
Fax: 620-231-0575

**TITLE:** Removing bolts and welding

**Date:** 3-25-2010

**PROJECT:** Pittsburg Public Library

**Contract NO:**

**TO:** Attn: Dustin Watkins

**DESCRIPTION OF CHANGE**

See Below

Item	Description	Days	Unit Price	Tax Amount	Net Amount
1.)	Remove nuts and bolts at tops of three structural steel columns and weld the entire perimeter of the top plate to the beam above. Location: see attached drawing.	3.00		\$0.00	\$275.00
2.)		0.00		\$0.00	
3.)		0.00		\$0.00	
4.)		0.00		\$0.00	
5.)		0.00		\$0.00	
6.)		0.00		\$0.00	
7.)		0.00		\$0.00	
8.)		0.00		\$0.00	
9.)		0.00		\$0.00	
10.)		0.00		\$0.00	
11.)		0.00		\$0.00	
12.)		0.00		\$0.00	
13.)		0.00		\$0.00	

**Unit Cost:** \$275.00  
**Tax Amount:** \$0.00  
**Total Change To Contract:** \$275.00

The Original Contract Sum was .....	\$114,367.00
Net Changes to Contract Previously Approved .....	\$1,890.00
The Contract Sum Previous to This Change Order was.....	\$16,257.00
Net Changes to Contract by This Change Order.....	\$275.00
The New Contract Sum Including This Change Order.....	\$16,532.00

**ACCEPTED:**

WSKF

By: \_\_\_\_\_  
Dustin Watkins

Date: \_\_\_\_\_

Tri-State Building & Supply Co., Inc

By: Cody Cowan  
Cody Cowan

Date: 3-25-10

P.O. Box 1416  
Pittsburg, KS 66762

Phone: 620-231-5260  
Fax: 620-231-0575

**TITLE:** February Weather Days 2010

**Date:** 3-10-2010

**PROJECT:** Pittsburg Public Library

**15 DAYS APPROVED**

**Contract NO:**

**TO:** Attn: Rick Kuhl / Dustin Watkins

**DESCRIPTION OF CHANGE**

See Below

Item	Description	Days	Unit Price	Tax Amount	Net Amount
1.)	2-1-10 (lost day) Waiting on instruction from architect in regard to footing.	1.00		\$0.00	
2.)	2-2-10 (lost day) Waiting on instruction from architect in regard to footing.	1.00		\$0.00	
3.)	2-3-10 (lost day) Waiting on instruction from architect in regard to footing.	1.00		\$0.00	
4.)	2-4-10 (lost day) Waiting on instruction from architect in regard to footing.	1.00		\$0.00	
5.)	2-5-10 (lost day/weather day) Waiting on instruction from architect in regard to footing. Rain	1.00		\$0.00	
6.)	2-6-10 (lost day/weather day) Waiting on instruction from architect in regard to footing. Rain	1.00		\$0.00	
7.)	2-7-10 (lost day/weather day) Waiting on instruction from architect in regard to footing. Rain	1.00		\$0.00	
8.)	2-8-10 (lost day/weather day) Waiting on instruction from architect in regard to footing. Rain	1.00		\$0.00	
9.)	2-9-10 (lost day/weather day) Waiting on instruction from architect in regard to footing. Freezing conditions	1.00		\$0.00	
10.)	2-10-10 (lost day) Waiting on instruction from architect in regard to footing.	1.00		\$0.00	
11.)	2-11-10 (lost day) Waiting on change order approval from architect in regard to footing.	1.00		\$0.00	
12.)	2-12-10 (lost day) Waiting on change order approval from architect in regard to footing.	1.00		\$0.00	
13.)	2-13-10 (lost day) Waiting on change order approval from architect in regard to footing.	1.00		\$0.00	
14.)	2-14-10 (lost day) Waiting on change order approval from architect in regard to footing.	1.00		\$0.00	
15.)	2-15-10 (lost day) Waiting on change order approval from architect in regard to footing.	1.00		\$0.00	
16.)	2-16-10 (lost day) Waiting on change order approval from architect in regard to footing.	1.00		\$0.00	
17.)	2-20-10 (weather day) Rain, to wet to work	1.00		\$0.00	
18.)	2-21-10 (weather day) Rain, to wet to work	1.00		\$0.00	
19.)	2-22-10 (lost day) Project on hold due to engineering	1.00		\$0.00	
20.)	2-23-10 (lost day) Project on hold due to engineering	1.00		\$0.00	
21.)	2-24-10 (weather day) Freezing conditions, 15F.	1.00		\$0.00	

Unit Cost:	\$0.00
Tax Amount:	\$0.00
<b>Total Change To Contract:</b>	<b>\$0.00</b>

The Original Contract Sum was .....	\$114,367.00
Net Changes to Contract Previously Approved .....	\$1,890.00
The Contract Sum Previous to This Change Order was.....	\$114,367.00
Net Changes to Contract by This Change Order.....	\$0.00
<b>The New Contract Sum Including This Change Order.....</b>	<b>\$16,257.00</b>

**ACCEPTED:**

WSKF  
 By: \_\_\_\_\_  
           Dustin Watkins  
 Date: \_\_\_\_\_

Tri-State Building & Supply Co., Inc  
 By: Cody Cowan  
           Cody Cowan  
 Date: 3-10-10



## Interoffice Memorandum

**TO:** John VanGorden, Jon Garrison, Tammy Nagel

**FROM:** Deena Hallacy

**DATE:** April 5<sup>th</sup>, 2010

**SUBJECT:** AGENDA ITEM: 2010 EMERGENCY SHELTER GRANT APPLICATION

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This will be the tenth year we have applied for Emergency Shelter Grant funds to assist SEK-CAP in covering costs to operate the Choices Shelter located at 102 S. Pine. We are asking for \$162,530 this year which is an actual cost of operating the shelter. As in the past, we always ask for more money that is actually granted. Last year, we received approximately \$60,000. This year's funding is somewhat different than in the past as the State is not accepting applications from the entitlement communities. Therefore, there should be more money to distribute amongst the small communities across the State. These funds have always been a pass-thru grant to SEK-CAP.

Staff is asking that the Commission approve an application to the State of Kansas for Emergency Shelter Grant funds in the amount of \$162,530. Approve or disapprove and ask the Mayor to sign the appropriate documents.



## Interoffice Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

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

**DATE:** April 6, 2010

**SUBJECT:** Agenda Item – April 13, 2010  
Mowing and Maintenance Agreement

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For the past five years, the City had a Mowing and Maintenance Agreement with Watco Transportation Services, Inc. which has expired. This agreement provided that the City would maintain their rail right-of-way within the City limits in exchange for Watco Transportation Services, Inc. maintaining the rail tracks, road crossings, switches and spurs owned by the City in the Regional Industrial Park. Attached is an agreement signed by Watco Transportation Services, Inc. for the same mowing and maintenance to expire on October 31, 2014.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 13, 2010. Action necessary will be approval or disapproval of the Mowing and Maintenance Agreement and, if approved, authorize the Mayor to sign the agreement on behalf of the City.

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

Attachment: Mowing and Maintenance Agreement

cc: Tammy Nagel, City Clerk  
Contracts and Agreements File  
Memo File

## MOWING AND MAINTENANCE AGREEMENT

**THIS AGREEMENT** entered into on the 30<sup>th</sup> day of MARCH, 2010, by and between the City of Pittsburg, Kansas, hereinafter referred to as "City" and Watco Transportation Services, Inc., hereinafter referred to as "Railroad."

**WHEREAS**, the Railroad has requested permission to repair and maintain certain rail tracks, road crossings, switches, and spurs in the Pittsburg Regional Industrial Park in consideration for the City mowing portions of the Railroad's right-of-way inside the City; and

**WHEREAS**, the City is interested in allowing the Railroad to maintain and repair such tracks, switches, spurs, and road crossings; and

**WHEREAS**, both the City and the Railroad desire to enter this agreement.

**IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

- 1) In consideration for the agreements and covenants of the Railroad as set forth herein, the City agrees as follows:
  - a) To mow the Railroad's right-of-way inside the Pittsburg City limits a minimum of two (2) times per year, beginning on or about May 1, 2010, and ending on October 31, 2014 (the right-of-ways to be mowed by the City are specifically identified on Exhibit "A" which is made a part hereof and attached hereto). Provided, however, it is agreed and understood that any portion for the right-of-way which is too steep to be mowed or is already being mowed by adjacent property owners will only be trimmed for weeds by the City; and, provided, further, since the City's obligation is mowing or weed trimming only, the Railroad will still be responsible for

picking up and removing equipment, trash, refuse, and other items or materials from the right-of-way, and

- b) To require its mowing contractor(s) to purchase and carry combined single limit liability insurance in an amount of at least \$1,000,000.00 for bodily injury, death, personal injury, and property damage, with no exclusion for services provided within fifty feet (50') of a railroad right-of-way, or an endorsement to cover services within fifty feet (50') of a railroad right-of-way. The coverage must be provided by an insurance carrier licensed by, and approved to do business in, the State of Kansas, with the City and the Railroad named as additional insured's. Said mowing contractor(s) shall also provide to the City and the Railroad, on an annual basis, a certificate of insurance as evidence for such coverage prior to mowing Railroad's right-of-way. The certificate of insurance shall also provide that the coverage cannot be canceled or amended without first providing thirty (30) days advance written notice of such cancellation or amendment to the City and the Railroad.

2) In consideration for the City's mowing agreement, the Railroad covenants and agrees beginning on May 1, 2010, and ending October 31, 2014, as follows:

- a) To continually maintain and repair City's tracks, switches, and spurs in Pittsburg Regional Industrial Park and the track road crossings at Rouse Street and North Rotary Terrace in the Pittsburg Regional Industrial Park (both of which are specifically identified on Attachment "B" which is made a part hereof and attached hereto) so that said maintenance and repair of

the tracks, switches, and spurs and road crossings is in compliance with the City of Pittsburg Standard Specifications for Railroad Repair, a copy of which is marked Exhibit "1" attached hereto, and fully incorporated herein.

- b) Upon termination of this agreement for any reason, relinquish possession of said tracks, switches, and spurs and road crossings to the City in compliance with the City's Standard Specifications for Railroad Repair or better condition.
- c) To comply with all laws, orders, rules, regulations, and guidelines of federal, state, and municipal agencies and authorities relating to both the use of said road crossings, tracks, switches, and spurs, as well as the adjacent rights-of-way, (all of which are sometimes hereinafter referred to as "the premises").
- d) To comply with all applicable rules, regulations, laws, orders, ordinances, and directives of the U.S. Department of Transportation, the Kansas Corporation Commissions, the Interstate Commerce Commission, and the City; and, at all times, operate its activities so as not to interfere with either the businesses and industries located in the Pittsburg Regional Industrial Park or the City's operations at or near said Industrial Park.
- e) To continuously maintain a comprehensive general public liability insurance policy with a company licensed by, and approved to do business in, the State of Kansas, insuring Railroad's use, maintenance and repair of said road crossings, tracks, switches, spurs, and adjacent rights-of-way in and near said Industrial Park, which shall provide at least

\$2,000,000.00 combined single limits liability coverage for bodily injury, death, personal injury, and property damage, with the City named as an additional insured under the policy. A current copy of the certificate of insurance confirming such insurance coverage shall be filed with the City Clerk prior to June 1 of each year during the term of this agreement; which certificate shall provide that the insurance policy cannot be cancelled nor the coverages therein be changed until ten (10) days written notice of such cancellation or change has been filed with the City Clerk.

- f) TO HOLD HARMLESS, DEFEND AND INDEMNIFY the City and its agents, employees, and officers from and against any and all causes of action, claims, demands, judgments, damages, costs, expenses, attorney fees, and liability resulting from the use of said road crossings, tracks, switches, spurs, and adjacent rights-of-way by the Railroad.
- g) Comply with all applicable ordinances, rules, regulations, requirements and laws whatsoever (including by way of illustration only and not by way of limitation) of any governmental authority or court controlling environmental standards and conditions on the premises and furnish satisfactory evidence of such compliance upon request by the City. If, as a result of the Railroad's operation hereunder, any such ordinance, rule, regulation, requirement, decree, consent decree, judgment, permit or law is violated, or if, as a result of any action by the Railroad, any hazardous or toxic waste, materials or substances should enter or otherwise affect any part of the premises (including surface, subsurface, airborne and/or

ground contamination), the Railroad shall protect, save harmless, defend and indemnify the City, its agents, employees and officers from and against any penalties, fines, costs, response, remedial, removal and clean-up costs, corrective action, natural resource damage and damages and expenses of any other nature whatsoever, including legal fees and court costs, imposed upon or incurred by the City, its agents, employees and officers caused by, resulting from or in connection with such operation, violation or violations.

- h) To store no goods of an explosive, dangerous or inflammable nature in or upon said premises without the written consent of the City Manager. Also, the Railroad shall not permit hazardous waste, hazardous substances or hazardous materials on the premises without the prior written consent of the City Manager.
- i) At all times keep said premises in a safe, clean and sanitary condition, and not mutilate, damage or misuse the premises or permit waste thereon. Should any discharge, leakage, spillage or emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the premises resulting from the Railroad's use and occupancy thereof, the Railroad, at its sole cost and expenses, shall clean all property affected thereby to the satisfaction for the City and any governmental body having jurisdiction thereof.

- 3) It is further agreed that the Railroad shall have the right to replace any track, ties, switches, ballast, and other materials currently located on the premises and make other improvements, at its sole cost and expense, but that any such replacements and improvements shall become the sole property of the City upon termination of this agreement.
- 4) The failure of either the Railroad or City to comply with the various terms, covenants, and obligations of this agreement shall give the other the right to terminate this agreement. In the event either party defaults in the performance of any term, covenant or obligation assumed by it under this agreement, the other party shall have the right to give the defaulting party ten (10) days written notice of the nature of such default by certified mail at that party's last known mailing address. If the defaulting party fails to cure such default within ten (10) days of mailing said notice, the other party shall have the right to terminate this agreement. Each party specifically waives further notice and demand and, in the event of such termination due to a default by the Railroad, the City shall be immediately entitled to possession of the premises. Failure to send notice or waiver of prior defaults in the performance by either party of any of the covenants, terms or obligations assumed by the other under this agreement shall not be deemed to be a waiver of or consent to any future default.

The parties agree that in the event of such default the remedies set forth in this paragraph shall not be exclusive but shall be in addition to such other and additional remedies as the parties shall have under the laws of the State of Kansas.

- 5) The Railroad agrees to keep the premises described herein free from mechanic's liens and covenants that any mechanic's liens filed shall be removed within sixty (60) days from the date of such filing; provided, however, that in the event the Railroad wishes to dispute such lien, it shall post a bond in favor of the City in the amount of the lien, insuring the payment thereof in the event such dispute is lost by the Railroad.
- 6) It is mutually agreed and understood that all of the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, lessees, administrators, successors, trustees, and assigns of the parties hereto.
- 7) This agreement cannot be modified or altered in any manner whatsoever, except by written consent and agreement of the parties affected by the proposed modification endorsed and executed hereon; such endorsement and execution to be properly executed by all parties concerned and then such modification shall be effective only from and after the date of such endorsement and execution thereof.

- 8) It is further agreed between the parties that all prior and contemporaneous oral and written understandings pertaining to this transaction are merged in this agreement, and this agreement contains all existing agreements of every nature and kind pertaining to the transaction herein and connected therewith.
- 9) This agreement shall not be assigned or in any manner transferred nor said premises or any part thereof sublet, used or occupied by any party other than Railroad (or City when appropriate) nor used for any purpose by Railroad other than that specified herein, without the prior written consent of the City. The City will not unreasonably withhold its consent to a planned assignment or subletting by the Railroad but the provisions of this agreement shall be binding upon any assignee or sub-tenant of the Railroad.
- 10) It is also agreed and understood that nothing herein shall hinder or prevent the City and public utilities from maintaining, replacing and/or extending sewer, water, and other public utility lines and pipes on, under or above the premises during the term of Railroad's obligations hereunder.
- 11) The parties further agree that no spur liens will be permanently removed or constructed without the prior written consent of both the Railroad and the City.
- 12) If Railroad, at any time during the continuance of this agreement, should become insolvent or bankrupt, or if the Railroad's affairs should be placed in the hands of a receiver, or if the Railroad should enter into an agreement or arrangement for benefit of creditors, then this agreement shall, at the option of the City, terminate and the City shall have the right to retake possession of the premises as well as any improvements placed thereon.

This Agreement has been signed on the day and year first above written by the duly appointed and authorized officials of each party.

**CITY OF PITTSBURG KANSAS**

**WATCO TRANSPORTATION SERVICES, INC.**

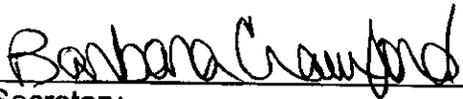
By: \_\_\_\_\_  
Mayor - ~~Rudy Draper~~ Patrick J. O'Bryan

By:   
\_\_\_\_\_  
~~President - R. B. Webb~~  
VP Real Estate - Dan Smith

ATTEST:

ATTEST:

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

  
\_\_\_\_\_  
Secretary -

VENDOR SET: 99 City of Pittsburg, KS

BANK: \* ALL BANKS

DATE RANGE: 3/17/2010 THRU 4/06/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	3/19/2010			161994		
C-CHECK	VOID CHECK	V	3/19/2010			161995		
C-CHECK	VOID CHECK	V	4/02/2010			162068		

* * 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:	3 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

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

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&amp;I Bank

DATE RANGE: 3/17/2010 THRU 4/06/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6465	COPQUEST.COM	R	3/18/2010			161992		1,403.42
4263	COX COMMUNICATIONS	R	3/19/2010			161993		1,205.46
3283	KSFFA	R	3/19/2010			161996		150.00
0094	M&I BANK	R	3/19/2010			161997		975.00
0175	REGISTER OF DEEDS	R	3/19/2010			161998		8.00
5589	VERIZON WIRELESS	R	3/19/2010			161999		300.35
4263	COX COMMUNICATIONS	R	3/23/2010			162005		585.24
1	WEIR, TONY	R	3/23/2010			162008		85.00
5609	RON WHITE	R	3/25/2010			162009		378.00
5561	AT&T MOBILITY	R	3/26/2010			162010		1,144.17
1	BEEZLEY, MARTY	R	3/26/2010			162011		412.96
4263	COX COMMUNICATIONS	R	3/26/2010			162012		17.53
1	GONZALEZ, JESUS	R	3/26/2010			162013		100.00
1	MT CARMEL HOSPITAL	R	3/26/2010			162014		500.00
0175	REGISTER OF DEEDS	R	3/26/2010			162015		59.65
0175	REGISTER OF DEEDS	R	3/26/2010			162016		8.00
1	SWANSON, NANCY	R	3/26/2010			162017		30.00
5904	TASC	R	3/26/2010			162018		511.02
5589	VERIZON WIRELESS	R	3/26/2010			162019		838.84
1108	WESTAR ENERGY	R	3/26/2010			162020		36.04
1844	TROY WHETZELL	R	3/26/2010			162021		4,000.00
5934	STOUFFER COMMUNICATIONS	R	3/26/2010			162022		400.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&amp;I Bank

DATE RANGE: 3/17/2010 THRU 4/06/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	R	3/30/2010			162023		84.50
6465	COPQUEST.COM	R	3/31/2010			162052		514.35
0240	SHANNON GERWERT	R	4/01/2010			162061		86.19
1	BROYLES, MARK JEFFERY	R	4/02/2010			162062		445.50
6472	CANDY PRODUCTIONS LLC	R	4/02/2010			162063		2,000.00
6261	COMFORT PRODUCTS DISTRIBUTING	R	4/02/2010			162064		22.00
0380	KANSAS DEPARTMENT OF REVENUE	R	4/02/2010			162065		100.00
0094	M&I BANK	R	4/02/2010			162066		250.00
2916	US CELLULAR	R	4/02/2010			162067		1,506.21
1108	WESTAR ENERGY	R	4/02/2010			162069		65.42
6261	COMFORT PRODUCTS DISTRIBUTING	R	4/02/2010			162070		1,967.00
5966	BOBCAT OF SPRINGFIELD	R	4/06/2010			162082		4,184.00
0118	FED EX	R	4/06/2010			162083		43.44
6358	FIRE X INC	R	4/06/2010			162084		33.75
0613	GOVERNMENT RESEARCH SERVICE	R	4/06/2010			162085		105.50
6022	HEARTLAND CONTROLS	R	4/06/2010			162086		14,008.12
0089	KANSAS ASSOCIATION CHIEFS OF P	R	4/06/2010			162087		125.00
6215	MCCUNE FARMERS COOP ASSOCIATIO	R	4/06/2010			162088		1,521.60
6474	PARROTTBEY/CORNER BISTRO	R	4/06/2010			162089		100.00
6214	PITT PLASTICS INC	R	4/06/2010			162090		18.60
6462	PKHLS ARCHITECTURE INC	R	4/06/2010			162091		298.18
5937	PRADMAR MAILING LISTS & SERVIC	R	4/06/2010			162092		908.87

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&amp;I Bank

DATE RANGE: 3/17/2010 THRU 4/06/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6470	ROADTECH MANUFACTURING INC	R	4/06/2010			162093		1,002.05
5934	STOUFFER COMMUNICATIONS	R	4/06/2010			162094		40.00
6469	THE TOWER COMPANY	R	4/06/2010			162095		223.00
6226	THERMO ORION INC	R	4/06/2010			162096		191.59
0011	AMERICAN ELECTRIC INC	E	3/24/2010			999999		768.58
0026	STANDARD INSURANCE COMPANY	R	4/02/2010			999999		1,358.53
0034	CRONISTER BROTHERS, INC	E	3/24/2010			999999		947.52
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	3/24/2010			999999		600.00
0039	BATTERY MART INC	E	3/24/2010			999999		59.70
0044	CRESTWOOD COUNTRY CLUB	E	3/24/2010			999999		454.92
0046	ETTINGERS OFFICE SUPPLY	E	3/24/2010			999999		1,545.16
0055	JOHN'S SPORT CENTER	E	3/19/2010			999999		1,338.30
0055	JOHN'S SPORT CENTER	E	3/24/2010			999999		226.98
0063	LOCKE WHOLESALE SUPPLY	E	3/24/2010			999999		344.53
0068	BROOKS PLUMBING LLC	E	3/24/2010			999999		150.00
0074	RUSSELL BELDEN ELECTRIC COMPAN	E	3/24/2010			999999		1,605.59
0078	SUPERIOR LINEN SERVICE	E	3/24/2010			999999		86.09
0083	WATER PRODUCTS INC	E	3/24/2010			999999		4,281.60
0087	FORMS ONE	E	3/24/2010			999999		322.33
0105	PITTSBURG AUTOMOTIVE INC	E	3/24/2010			999999		962.30
0112	MARRONES INC	E	3/24/2010			999999		273.10
0128	MT CARMEL MEDICAL CENTER	E	3/24/2010			999999		1,020.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0129	PROFESSIONAL ENGINEERING CONSU	E	3/24/2010			999999		128,602.96
0133	JIM RADELL CONSTRUCTION INC	E	3/24/2010			999999		9,170.00
0136	CHARLESWORTH & ASSOCIATES LC	E	3/24/2010			999999		450.00
0145	BROADWAY LUMBER COMPANY, INC.	E	3/24/2010			999999		1,504.24
0154	BLUE CROSS & BLUE SHIELD	D	3/18/2010			999999		20,379.73
0154	BLUE CROSS & BLUE SHIELD	D	3/25/2010			999999		12,305.14
0154	BLUE CROSS & BLUE SHIELD	D	4/02/2010			999999		40,351.25
0164	ALVIN J EASTEP	E	3/24/2010			999999		98.00
0177	BOOK WHOLESALERS INC	E	3/24/2010			999999		95.04
0181	INGRAM	E	3/24/2010			999999		28.32
0191	XEROX CORP	E	3/24/2010			999999		373.86
0199	KIRKLAND WELDING SUPPLIES	E	3/24/2010			999999		180.18
0200	SHERWIN WILLIAMS COMPANY	E	3/24/2010			999999		92.01
0207	PEPSI-COLA BOTTLING CO OF PITT	E	3/24/2010			999999		458.95
0224	KDOR	D	3/19/2010			999999		1,675.62
0224	KDOR	D	3/22/2010			999999		1,093.91
0273	CHIEF SUPPLY CORPORATION	E	3/24/2010			999999		158.71
0276	JOE SMITH COMPANY, INC.	E	3/24/2010			999999		68.49
0282	MT CARMEL MEDICAL CENTER	E	3/24/2010			999999		300.00
0289	TITLEIST	E	3/24/2010			999999		843.60
0292	UNIFIRST CORPORATION	E	3/24/2010			999999		79.72
0294	COPY PRODUCTS INC	E	3/24/2010			999999		3,167.74

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&amp;I Bank

DATE RANGE: 3/17/2010 THRU 4/06/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0300	PITTSBURG FORD-MERCURY, INC.	E	3/24/2010			999999		391.97
0308	DOBRAUC OIL COMPANY INC	E	3/24/2010			999999		498.32
0317	KUNSHEK CHAT & COAL CO, INC.	E	3/24/2010			999999		11,637.60
0329	O'MALLEY IMPLEMENT CO INC	E	3/24/2010			999999		290.06
0331	OVERHEAD DOORS INC	E	3/24/2010			999999		27.50
0332	PITTCRAFT PRINTING	E	3/24/2010			999999		473.00
0335	CUSTOM AWARDS PLUS INC	E	3/24/2010			999999		123.00
0339	GENERAL MACHINERY	E	3/24/2010			999999		1,400.50
0341	RADIO SHACK CORP.	E	3/24/2010			999999		15.99
0345	VICTOR L PHILLIPS CO	E	3/24/2010			999999		231.68
0347	LYNN'S QUICK LUBE	E	3/24/2010			999999		237.65
0363	FISHER SCIENTIFIC	E	3/24/2010			999999		891.60
0375	CONVENIENT WATER COMPANY	E	3/24/2010			999999		15.00
0383	GNC ENTERPRISES INC	E	3/24/2010			999999		240.75
0409	WISEMAN'S DISCOUNT TIRE INC	E	3/24/2010			999999		9.89
0422	DEMCO INC	E	3/24/2010			999999		102.13
0428	KEDA	E	3/24/2010			999999		125.00
0455	LARRY BARRETT BODY * FRAME * T	E	3/24/2010			999999		85.00
0504	LYNN PEAVEY COMPANY	E	3/24/2010			999999		167.40
0516	AMERICAN CONCRETE CO INC	E	3/24/2010			999999		253.50
0527	MIDLAND SCIENTIFIC INC	E	3/24/2010			999999		48.76
0530	THYSSENKRUPP CORPORATION	E	3/24/2010			999999		684.90

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&amp;I Bank

DATE RANGE: 3/17/2010 THRU 4/06/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0534	TYLER TECHNOLOGIES	E	3/24/2010			999999		390.00
0571	WILBERT MFG. & SUPPLY	E	3/24/2010			999999		29.90
0585	MOLLE MC AUTOMOTIVE INC	E	3/24/2010			999999		26.45
0589	BERRY TRACTOR & EQUIPMENT	E	3/24/2010			999999		33.72
0597	MIDWEST MINERALS INC	E	3/24/2010			999999		9,878.64
0627	BOETTCHEM SUPPLY INC	E	3/24/2010			999999		188.51
0695	BERBERICH TRAHAN & CO PA	E	3/24/2010			999999		25,000.00
0704	NEPTUNE RADIATOR AND AUTO	E	3/24/2010			999999		3,109.55
0726	PITTSBURG STATE UNIVERSITY	E	3/24/2010			999999		33.71
0731	INFO USA MARKETING INC	E	3/24/2010			999999		550.00
0752	US SIXTY-NINE HIGHWAY	E	3/24/2010			999999		3,500.00
0753	CRAWFORD COUNTY MENTAL HEALTH	E	3/24/2010			999999		10,668.56
0754	PSU SUBSTANCE ABUSE	E	3/24/2010			999999		3,000.00
0823	TOUCHTON ELECTRIC INC	E	3/24/2010			999999		68.00
1050	KPERS	D	3/19/2010			999999		1,636.55
1076	MERLE KELLY FORD INC	E	3/24/2010			999999		914.43
1293	TEE'S PLUS	E	3/24/2010			999999		33.00
1478	KANSASLAND TIRE OF PITTSBURG	E	3/24/2010			999999		184.21
1490	ESTHERMAE TALENT	E	3/24/2010			999999		25.00
1545	JRB INDUSTRIES INC	E	3/24/2010			999999		2,300.00
1619	MIDWEST TAPE	E	3/24/2010			999999		175.92
1631	EVERYTHING SEW SEW	E	3/24/2010			999999		84.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&amp;I Bank

DATE RANGE: 3/17/2010 THRU 4/06/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1693	EBSCO SUBSCRIPTION SERVICE	E	3/24/2010			999999		16.58
1704	AMERICAN MEDIA INVESTMENTS	E	3/24/2010			999999		396.00
1875	POLK DIRECTORIES	E	3/24/2010			999999		285.00
1977	CDW GOVERNMENT, INC.	E	3/24/2010			999999		972.15
2111	DELL MARKETING L.P.	E	3/24/2010			999999		3,830.37
2111	DELL MARKETING L.P.	E	3/30/2010			999999		3,940.59
2126	BUILDING CONTROLS & SERVICE IN	E	3/24/2010			999999		1,281.90
2350	WCA WASTE SYSTEMS INC	E	3/24/2010			999999		1,027.74
2433	THE MORNING SUN	E	3/24/2010			999999		1,027.38
2588	SPECIALTY STORE SERVICES	E	3/24/2010			999999		2.99
2960	PACE ANALYTICAL SERVICES INC	E	3/24/2010			999999		160.00
2994	COMMERCIAL AQUATIC SERVICE INC	E	3/24/2010			999999		5,475.00
3145	HUBER INC	E	3/24/2010			999999		16.90
3147	INTERNAL REVENUE SERVICE	D	3/19/2010			999999		63.95
3147	INTERNAL REVENUE SERVICE	D	4/02/2010			999999		65.64
3192	MUNICIPAL CODE CORP	E	3/24/2010			999999		988.00
3248	AIRGAS MID-SOUTH, INC	E	3/24/2010			999999		549.60
3261	PITTSBURG AUTO & GLASS	E	3/24/2010			999999		275.00
3281	USA BLUE BOOK	E	3/24/2010			999999		358.67
33570	AMERICAN EXPRESS	D	4/05/2010			999999		257.11
33571	LARRY'S DIESEL REPAIR LLC	E	3/24/2010			999999		208.76
33697	LR ENTERPRISES LLC	E	3/24/2010			999999		492.69

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&amp;I Bank

DATE RANGE: 3/17/2010 THRU 4/06/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3802	BRENNTAG MID-SOUTH INC	E	3/24/2010			999999		1,948.00
3971	FASTENAL COMPANY	E	3/24/2010			999999		211.58
4071	DISCOVER BUSINESS SERVICE	D	4/02/2010			999999		36.08
4072	MERCHANT E-SOLUTIONS	D	4/02/2010			999999		625.88
4133	T.H. ROGERS HOMECENTER	E	3/24/2010			999999		491.13
4163	TICKETSAGE INC	E	3/24/2010			999999		790.32
4183	BARBIZON LIGHT	E	3/24/2010			999999		202.13
4186	KEN WILKERSON	E	3/24/2010			999999		2,160.00
4272	INTERNATIONAL CODE COUNCIL INC	E	3/24/2010			999999		100.00
4277	AMERICAN EQUIPMENT CO	E	3/24/2010			999999		215.90
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	3/24/2010			999999		1,299.20
4520	ETS CORPORATION	D	4/02/2010			999999		2,445.25
4621	JCI	E	3/24/2010			999999		803.04
4638	SOUND PRODUCTS	E	3/24/2010			999999		46.35
4660	TURFGRASS, INC.	E	3/24/2010			999999		2,252.00
4711	RANDOM HOUSE, INC.	E	3/24/2010			999999		42.50
4796	UV DOCTOR, LLC	E	3/24/2010			999999		421.60
5187	MARSHALL CAVENDISH	E	3/24/2010			999999		117.52
5275	US LIME COMPANY-ST CLAIR	E	3/24/2010			999999		3,283.20
5293	WHERE ITS AT	E	3/24/2010			999999		28.50
5295	SPRINGFIELD BLUEPRINT	E	3/24/2010			999999		136.92
5340	COMMERCE BANK TRUST	E	3/30/2010			999999		20,791.79

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&amp;I Bank

DATE RANGE: 3/17/2010 THRU 4/06/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5474	THE UPS STORE	E	3/24/2010			999999		193.97
5558	MALLE SERVICE & SUPPLY	E	3/24/2010			999999		370.00
5599	PALMERTON & PARRISH INC	E	3/24/2010			999999		458.30
5668	COUNTRYSIDE ANIMAL HOSPITAL OF	E	3/24/2010			999999		91.20
5677	FIRST DATA	D	4/05/2010			999999		290.80
5758	ROLL OFF SERVICES INC (ATTN MA	E	3/24/2010			999999		707.22
5855	SHRED-IT USA INC	E	3/24/2010			999999		50.00
5904	TASC	D	3/19/2010			999999		6,670.92
6139	BOB MARTIN	E	3/24/2010			999999		2,080.00
6144	TRI-STATE TRUCK & AUTO SALVAGE	E	3/24/2010			999999		50.00
6175	HENRY C MENGHINI	E	3/24/2010			999999		222.40
6191	MARADETH FREDERICK	E	3/24/2010			999999		600.00
6203	SOUTHWEST PAPER CO INC	E	3/24/2010			999999		175.37
6234	CONCRETE POLISHING TECHNOLOGIE	E	3/24/2010			999999		390.00
6248	COLUMBIA ANALYTICAL SERVICES I	E	3/24/2010			999999		350.00
6249	MAYER EQUIPMENT & SUPPLY LLC	E	3/24/2010			999999		102.54
6262	CLEAN THE UNIFORM COMPANY	E	3/24/2010			999999		513.50
6309	TAMMY FRYE	E	3/24/2010			999999		400.00
6311	AQUAFIX INC	E	3/24/2010			999999		433.85
6341	INDUSTRIAL SEALING & LUBRICATI	E	3/24/2010			999999		235.80
6389	PROFESSIONAL TURF PRODUCTS LP	E	3/24/2010			999999		233.70
6432	DOLLAMUR LP	E	3/24/2010			999999		4,058.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE: 3/17/2010 THRU 4/06/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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\* \* T O T A L S \* \*

	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	49	44,352.08	0.00	44,352.08
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	14	87,897.83	0.00	87,897.83
EFT:	135	307,166.17	20.50	307,186.67
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
VOID DEBITS		0.00		
VOID CREDITS		0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	198	439,416.08	20.50	439,395.58
BANK: 80144	TOTALS:	198	439,416.08	20.50	439,436.58

VENDOR SET: 99 City of Pittsburg, KS

BANK: EFT MANUAL EFTS

DATE RANGE: 3/17/2010 THRU 4/06/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0135	PITTSBURG AREA CHAMBER OF COMM	E	4/05/2010			999999		500.00
0237	JON B. GARRISON	E	3/22/2010			999999		30.00
0253	TAMARA N NAGEL	E	3/22/2010			999999		183.00
0273	CHIEF SUPPLY CORPORATION	E	3/29/2010			999999		196.25
0300	PITTSBURG FORD-MERCURY, INC.	E	3/25/2010			999999		89,600.00
0577	KANSAS GAS SERVICE	E	3/29/2010			999999		1,025.85
0779	PITTSBURG COMMUNITY THEATRE	E	4/05/2010			999999		3,553.54
0866	AVFUEL CORPORATION	E	3/29/2010			999999		21,045.69
1609	PHILLIP H O'MALLEY	E	3/17/2010			999999		550.00
2223	PITNEY BOWES	E	3/29/2010			999999		810.00
2348	MARY D VANLEEUEWEN	E	3/17/2010			999999		450.00
2542	CHARLES YOST	E	3/17/2010			999999		375.00
3002	BARBARA MINGORI	E	3/17/2010			999999		500.00
3435	PURCHASE POWER (POLICE METER)	E	4/05/2010			999999		537.98
3856	MATTHEW L HOISINGTON	E	3/29/2010			999999		300.00
3884	MARK D. TURNBULL	E	3/29/2010			999999		200.00
3884	MARK D. TURNBULL	E	4/05/2010			999999		30.00
4013	KNIGHTS OF COLUMBUS TOWERS	E	3/17/2010			999999		390.00
4500	ANDREW HUYETT	E	4/05/2010			999999		75.00
4504	TODD KENNEMER	E	4/05/2010			999999		171.00
5534	SYCAMORE VILLAGE APARTMENTS	E	3/17/2010			999999		494.00
5622	KANSAS STATE UNIVERSITY	E	4/05/2010			999999		20.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: EFT MANUAL EFTS

DATE RANGE: 3/17/2010 THRU 4/06/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5689	CONNIE ETZKIN	E	3/22/2010			999999		217.53
5689	CONNIE ETZKIN	E	3/29/2010			999999		125.00
5727	B3 CONSTRUCTION INC	E	3/29/2010			999999		3,564.00
6067	BANC OF AMERICA PUBLIC CAPITAL	E	3/29/2010			999999		82,334.17
6130	T & K RENTALS LLC	E	3/17/2010			999999		475.00
6203	SOUTHWEST PAPER CO INC	E	3/22/2010			999999		221.32
6441	HEATHER D MASON	E	3/17/2010			999999		400.00
6446	HUTCHINS RENTAL TRUST ACCOUNT	E	3/17/2010			999999		360.00

* * 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:	30	208,734.33	2.24	208,736.57
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:	30	208,734.33	2.24	208,732.09
BANK: EFT TOTALS:	30	208,734.33	2.24	208,736.57

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP M&amp;I Bank - HAP

DATE RANGE: 3/17/2010 THRU 4/06/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1601	GRAIG MOORE	R	4/01/2010			162053		293.00
3406	JON SCHWENKER	R	4/01/2010			162054		234.00
4636	WESTAR ENERGY, INC. (HAP)	R	4/01/2010			162055		882.00
5567	TERRE KNOLL	R	4/01/2010			162056		275.00
5699	JON PRIDEAUX	R	4/01/2010			162057		400.00
6182	ALAN FELDHAUSEN	R	4/01/2010			162058		405.00
6266	KENNETH JOSEPH BRADY	R	4/01/2010			162059		269.00
6437	FRED VAN BECELAERE	R	4/01/2010			162060		625.00
0140	A&M RENTALS	E	4/02/2010			999999		1,630.00
0266	JOHN S KUTZ	E	4/02/2010			999999		513.00
0372	CONNER REALTY	E	4/02/2010			999999		1,532.00
0855	CHARLES HOSMAN	E	4/02/2010			999999		705.00
0969	SEK-CAP INC	E	4/02/2010			999999		2,661.84
1008	BENJAMIN M BEASLEY	E	4/02/2010			999999		1,123.00
1231	JOHN LOVELL	E	4/02/2010			999999		431.00
1421	SMITH RENTALS	E	4/02/2010			999999		602.00
1454	BETTY J WILSON	E	4/02/2010			999999		234.00
1542	LARRY SHANKS	E	4/02/2010			999999		538.00
1603	GARY SAKER	E	4/02/2010			999999		420.00
1609	PHILLIP H O'MALLEY	E	4/02/2010			999999		4,493.00
1638	VERNON W PEARSON	E	4/02/2010			999999		1,296.00
1649	HAROLD O'MALLEY	E	4/02/2010			999999		344.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP M&amp;I Bank - HAP

DATE RANGE: 3/17/2010 THRU 4/06/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1688	DORA WARE	E	4/02/2010			999999		307.00
1961	DUSTIN D MAJOR	E	4/02/2010			999999		310.00
1982	KENNETH STOTTS	E	4/02/2010			999999		3,081.00
1985	RICK A MOORE	E	4/02/2010			999999		242.00
2050	ACTON DEVELOPMENT	E	4/02/2010			999999		348.00
2256	TODD MERANDO	E	4/02/2010			999999		321.00
2304	DENNIS HELMS	E	4/02/2010			999999		443.00
2339	CHRIS WINDSOR	E	4/02/2010			999999		162.00
2348	MARY D VANLEEUEWEN	E	4/02/2010			999999		644.00
2398	WILLIAM E SAMSON	E	4/02/2010			999999		825.00
2542	CHARLES YOST	E	4/02/2010			999999		792.00
2624	JAMES ZIMMERMAN	E	4/02/2010			999999		2,293.00
2718	KENNETH B DUTTON	E	4/02/2010			999999		516.00
2771	MICHELLE PRYOR	E	4/02/2010			999999		132.00
2850	VENITA STOTTS	E	4/02/2010			999999		454.00
2913	KENNETH N STOTTS JR	E	4/02/2010			999999		780.00
3002	BARBARA MINGORI	E	4/02/2010			999999		71.00
3067	STEVE BITNER	E	4/02/2010			999999		4,410.00
3082	JOHN R JONES	E	4/02/2010			999999		862.00
3114	PATRICIA BURLESON	E	4/02/2010			999999		496.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	4/02/2010			999999		1,018.00
3158	BETTY L. FARRIS	E	4/02/2010			999999		389.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3162	THOMAS A YOAKAM	E	4/02/2010			999999		645.00
3187	DEAN POWELL	E	4/02/2010			999999		324.00
3193	WILLIAM CROZIER	E	4/02/2010			999999		152.00
3215	REA RAE DONNA RHODES	E	4/02/2010			999999		88.00
3218	CHERYL L BROOKS	E	4/02/2010			999999		927.00
3241	CHARLES P SIMPSON	E	4/02/2010			999999		640.00
3252	LINDA S LLOYD	E	4/02/2010			999999		204.00
3272	DUNCAN HOUSING LLC	E	4/02/2010			999999		1,957.00
3273	RICHARD F THENIKL	E	4/02/2010			999999		933.00
3317	PHIL MARTIN	E	4/02/2010			999999		371.00
3520	DON T. BUCHE	E	4/02/2010			999999		143.00
3593	REMINGTON SQUARE	E	4/02/2010			999999		6,449.00
3668	MID AMERICA PROPERTIES OF PITT	E	4/02/2010			999999		3,402.00
3708	GILMORE BROTHERS RENTALS	E	4/02/2010			999999		531.00
3724	YVONNE L. ZORNES	E	4/02/2010			999999		696.00
3746	JAROLD BONBRAKE	E	4/02/2010			999999		450.00
3929	MDI LIMITED PARTNERSHIP #49	E	4/02/2010			999999		6,426.00
3978	TBSW HOLDINGS, LLC	E	4/02/2010			999999		198.00
4154	JOSEPH L. BOURNONVILLE	E	4/02/2010			999999		412.00
4218	MEADOWLARK TOWNHOUSES	E	4/02/2010			999999		1,648.00
4308	KENNETH BATEMAN	E	4/02/2010			999999		596.00
4388	RICHARD L PERRY	E	4/02/2010			999999		213.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP M&amp;I Bank - HAP

DATE RANGE: 3/17/2010 THRU 4/06/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4492	PITTSBURG APARTMENTS	E	4/02/2010			999999		4,025.00
4546	C & M PROPERTIES LLC	E	4/02/2010			999999		34.00
4550	JIM RUSSELL	E	4/02/2010			999999		550.00
4752	S & N MANAGEMENT, LLC	E	4/02/2010			999999		655.00
4928	PITTSBURG STATE UNIVERSITY	E	4/02/2010			999999		1,200.00
5000	RAY COSTANTINI	E	4/02/2010			999999		215.00
5035	ZACK QUIER	E	4/02/2010			999999		469.00
5036	TRACY STAHL	E	4/02/2010			999999		525.00
5356	MICHAEL SIMMONS	E	4/02/2010			999999		524.00
5393	CARLOS ANGELES	E	4/02/2010			999999		917.00
5411	HERMAN A KUPLEN	E	4/02/2010			999999		383.00
5549	DELBERT BAIR	E	4/02/2010			999999		290.00
5583	ROBERT L NANKIVELL SR	E	4/02/2010			999999		85.00
5614	JAMES DAVID VAUGHN	E	4/02/2010			999999		550.00
5653	PEGGY HUNT	E	4/02/2010			999999		159.00
5656	EARL HARTMAN	E	4/02/2010			999999		1,113.00
5660	HERBERT WARING	E	4/02/2010			999999		421.00
5676	BARBARA TODD	E	4/02/2010			999999		254.00
5748	COZY LIVING PROPERTIES INC	E	4/02/2010			999999		181.00
5806	GARY M WILKINSON	E	4/02/2010			999999		231.00
5817	JAMA ENTERPRISES LLP	E	4/02/2010			999999		288.00
5825	DEAN DAVIED	E	4/02/2010			999999		351.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP M&amp;I Bank - HAP

DATE RANGE: 3/17/2010 THRU 4/06/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5829	LORN BURDICK	E	4/02/2010			999999		491.00
5833	GERRY DENNETT	E	4/02/2010			999999		490.00
5854	ANTHONY A SNYDER	E	4/02/2010			999999		289.00
5870	ANTHONY E SIMONCIC	E	4/02/2010			999999		400.00
5875	BRIAN WARE	E	4/02/2010			999999		323.00
5885	CHARLES T GRAVER	E	4/02/2010			999999		382.00
5896	HORIZON INVESTMENTS GROUP INC	E	4/02/2010			999999		429.00
5897	NIESE WOODY-FAIR	E	4/02/2010			999999		2,032.00
5906	JOHN HINRICHS	E	4/02/2010			999999		197.00
5939	EDNA R TRENT	E	4/02/2010			999999		222.00
5957	PASTEUR PROPERTIES LLC	E	4/02/2010			999999		1,536.00
5961	LARRY VANBECELAERE	E	4/02/2010			999999		160.00
5975	RAY PEAK	E	4/02/2010			999999		122.00
6002	SALLY THRELFALL	E	4/02/2010			999999		252.00
6032	TIM J. RIDGWAY	E	4/02/2010			999999		990.00
6043	BRENDA CAVIN	E	4/02/2010			999999		365.00
6062	MARC D SCHROEDER	E	4/02/2010			999999		354.00
6068	MICHAEL CREEL	E	4/02/2010			999999		242.00
6073	REBECCA FOSTER	E	4/02/2010			999999		709.00
6090	RANDAL BENNEFELD	E	4/02/2010			999999		1,396.00
6092	MINGORI LLC	E	4/02/2010			999999		172.00
6101	KENNETH D GIEFER	E	4/02/2010			999999		255.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP M&amp;I Bank - HAP

DATE RANGE: 3/17/2010 THRU 4/06/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6108	TILDEN BURNS	E	4/02/2010			999999		238.00
6150	JAMES L COX	E	4/02/2010			999999		391.00
6155	HOUSING AUTHORITY OF DEKALB CO	E	4/02/2010			999999		716.80
6161	SJM INTERESTS INC	E	4/02/2010			999999		423.00
6172	ANDREW A WACHTER	E	4/02/2010			999999		827.00
6186	TROY ROSENSTIEL	E	4/02/2010			999999		342.00
6227	ANGELA BOLLINGER	E	4/02/2010			999999		357.00
6265	THERENCE E STEELE	E	4/02/2010			999999		236.00
6284	FRED TWEET	E	4/02/2010			999999		287.00
6294	RONALD E WUERDEMAN	E	4/02/2010			999999		308.00
6295	DAVID L PETERSON	E	4/02/2010			999999		422.00
6298	KEVAN L SCHUPBACH	E	4/02/2010			999999		3,891.00
6300	MARTY STAHL	E	4/02/2010			999999		223.00
6306	BALKANS DEVELOPMENT LLC	E	4/02/2010			999999		97.00
6314	PARKVIEW HOUSING INC	E	4/02/2010			999999		548.00
6317	RONALD L EMERSON	E	4/02/2010			999999		177.00
6333	JANA DALRYMPLE	E	4/02/2010			999999		425.00
6380	WAYNE E THOMPSON	E	4/02/2010			999999		555.00
6394	KEVIN HALL	E	4/02/2010			999999		550.00
6406	PITTSBURG STATE UNIVERSITY	E	4/02/2010			999999		262.00
6440	KATHLEEN E MARTINEZ	E	4/02/2010			999999		396.00
6441	HEATHER D MASON	E	4/02/2010			999999		275.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP M&I Bank - HAP

DATE RANGE: 3/17/2010 THRU 4/06/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6442	MELISSA BERMAN	E	4/02/2010			999999		440.00
6450	PICKET FENCE PROPERTIES INC	E	4/02/2010			999999		627.00

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	8	3,383.00	0.00	3,383.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	126	101,065.64	0.00	101,065.64
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:	134	104,448.64	0.00	104,448.64
BANK: HAP TOTALS:	134	104,448.64	0.00	104,448.64

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	3/19/2010			000000		11,277.57
0224	KDOR	D	3/23/2010			000000		45.92
0224	KDOR	D	4/02/2010			000000		11,491.56
0321	KP&F	D	3/19/2010			000000		26,858.36
0321	KP&F	D	4/02/2010			000000		25,539.64
0728	ICMA	D	3/17/2010			000000		560.00
0728	ICMA	D	3/19/2010			000000		4,816.47
0728	ICMA	D	4/02/2010			000000		5,326.47
1050	KPERS	D	3/17/2010			000000		1,609.46
1050	KPERS	D	3/19/2010			000000		20,784.32
1050	KPERS	D	4/02/2010			000000		20,445.49
3147	INTERNAL REVENUE SERVICE	D	3/17/2010			000000		3,741.49
3147	INTERNAL REVENUE SERVICE	D	3/19/2010			000000		55,443.23
3147	INTERNAL REVENUE SERVICE	D	3/23/2010			000000		339.89
3147	INTERNAL REVENUE SERVICE	D	4/02/2010			000000		58,286.56
6415	ING FINANCIAL ADVISORS	D	3/19/2010			000000		1,149.00
6415	ING FINANCIAL ADVISORS	D	4/02/2010			000000		1,499.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	3/19/2010			161984		347.74
2228	KANSAS PAYMENT CENTER	R	3/19/2010			161985		1,330.73
6135	MCNEARNEY & ASSOCIATES LLC	R	3/19/2010			161986		200.09
2577	OK CENTRALIZED SUPPORT RE	R	3/19/2010			161987		130.97
0349	UNITED WAY OF CRAWFORD COUNTY	R	3/19/2010			161988		35.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: PY PAYROLL PAYABLES

DATE RANGE: 3/17/2010 THRU 4/06/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6136	US DEPARTMENT OF EDUCATION	R	3/19/2010			161989		276.12
6434	WINDHAM PROFESSIONALS INC	R	3/19/2010			161990		53.02
1503	FAMILY SUPPORT PAYMENT CENTER	R	4/02/2010			162045		347.73
2228	KANSAS PAYMENT CENTER	R	4/02/2010			162046		1,330.73
6135	MCNEARNEY & ASSOCIATES LLC	R	4/02/2010			162047		200.09
2577	OK CENTRALIZED SUPPORT RE	R	4/02/2010			162048		130.97
0349	UNITED WAY OF CRAWFORD COUNTY	R	4/02/2010			162049		35.00
6136	US DEPARTMENT OF EDUCATION	R	4/02/2010			162050		288.05
6434	WINDHAM PROFESSIONALS INC	R	4/02/2010			162051		54.42
0028	PAYROLL CLEARING	E	3/19/2010			999999		77,187.78
0028	PAYROLL CLEARING	E	4/02/2010			999999		75,811.75

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	14	4,760.66	0.00	4,760.66
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	17	249,214.43	0.00	249,214.43
EFT:	2	152,999.53	0.00	152,999.53
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:	33	406,974.62	0.00	406,974.62
BANK: PY	TOTALS:		33	406,974.62	0.00	406,974.62
REPORT TOTALS:			398	1,159,573.67	22.74	1,159,550.93

Passed and approved this 13<sup>th</sup> day of April, 2010.

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Patrick J. O'Bryan, Mayor

ATTEST:

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Tammy Nagel, City Clerk



## Interoffice Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

**FROM:** TODD KENNEMER  
Assistant Director of Public Works

**DATE:** March 23, 2010

**SUBJECT:** Agenda Item – April 13, 2010  
**PUBLIC HEARING**  
Request to Vacate Platted Alley

---

The Planning and Zoning Commission, in its meeting of February 22, 2010, considered a request submitted by Family Life Assembly of God, 1234 N. Rouse, to vacate the 10-foot wide platted alley abutting the western boundary line of Lot 15, Block 5, Belleplaine's 2<sup>nd</sup> Addition to the City of Pittsburg, Crawford County, Kansas (see attached map). The church has indicated that the proposed vacation of this alley will allow them access to their property on the east side of the old abandoned railroad.

After reviewing all the evidence presented, the Planning and Zoning Commission voted unanimously to recommend to the Governing Body **approval** to vacate the platted alley. This recommendation will be presented to the Governing Body for their consideration during a **PUBLIC HEARING** scheduled for Tuesday, April 13, 2010. Action being requested is to review this request and, if approved, direct the City Attorney to prepare the necessary Order.

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

Attachment: Map

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





## Interoffice Memorandum

TO: City Commissioners  
Interim City Manager John VanGorden

FROM: Chief of Police Mendy Hulvey  
Sergeant Tim Tompkins

DATE: April 7, 2010

SUBJECT: 2010 City Tow Contract

---

Staff met with City Manager John VanGorden and City Attorney Henry Menghini to discuss issues related to our 2010 City Tow Contract, which was awarded to Mr. James Bean dba Bean's Towing.

During these discussions, it was determined that Mr. Bean violated the language of the contract by failing to abide by the following conditions as outlined in the 2010 City Tow Contract:

- A review of the current business insurance provided by Bean's Towing to City Clerk Tammy Nagel was conducted by City Attorney Henry Menghini. It was determined that the proof of insurance provided by Bean's Towing does not meet the insurance requirements as stated in the 2010 tow contract, and;
- Mr. Bean has failed and/or neglected to bill the City of Pittsburg for contract tows in accordance to the guidelines set forth in the contract, and;
- Today M r. Bean was contacted for a contract tow of City Vehicle which requires a 30 minute response for service. According to our records, it took Bean's Towing approximately 1 hour and 40 minutes to arrive on scene.

Based on the above stated contract violations, staff would recommend the contract currently held by Mr. James Bean be terminated, and further awarded to the next lowest bidder.

April 8, 2010

Bean's Towing & Auto Body  
Attn: Mr. James Bean  
9436 NE 50<sup>th</sup> Street  
Weir, Kansas 66781

Re: Review of Tow Contract by City Commission

Dear Mr. Bean:

Staff met with City Manager John VanGorden and City Attorney Henry Menghini to discuss issues related to our 2010 City Tow Contract, which was awarded to you.

During these discussions, it was determined that your company has apparently violated the language of the contract by failing to abide by the following conditions as outlined in the 2010 City Tow Contract:

- A review of the current business insurance you provided to the City was conducted by City Attorney Henry Menghini. It was determined that the proof of insurance provided does not meet the insurance requirements as stated in the 2010 tow contract, and;
- Your company has failed and/or neglected to bill the City of Pittsburg for contract tows in accordance to the guidelines set forth in the contract, or to provide substantive proof that billing was conducted in accordance with contract guidelines pursuant to the amount charged for towing service, and;
- Yesterday, (April 7, 2010) when your company was contacted for a contract tow of a City Vehicle, which requires a 30 minute response for service, it took approximately 1 hour and 40 minutes to arrive on scene.

These issues will be presented to the Governing Body at their regularly scheduled City Commission Meeting on Tuesday, April 13, 2010 at 5:30 p.m. The City Commission meetings are held at the Beard-Shanks Law Enforcement Center, 201 N. Pine Street, Pittsburg, Kansas. Should you have any questions, you may contact either myself or City Manager John VanGorden.

Sincerely,

Mendy Hulvey  
Chief of Police

Cc: City Manager John VanGorden  
City Attorney Henry Menghini  
City Clerk Tammy Nagel

## INSTRUCTIONS TO BIDDERS

It is understood by the bidder that the City of Pittsburg, Kansas is exempt from State sales tax and Federal excise tax, and therefore, the net amount of bids shall not reflect these taxes.

The bidder agrees that acceptance of any quotation by the City within a reasonable period of time constitutes a contract subject to delivery of specified services. The City of Pittsburg, Kansas reserves the right to reject any and / or all bids received and the right to waive any irregularity therein.

All bids for tow contract services must be signed and submitted in a sealed envelope marked, "**Bids for contract towing.**" Bids will be received at the Office of the City Clerk, City Hall, 201 W. 4<sup>th</sup> Street, P.O. Box 688, Pittsburg, Kansas, 66762, until 2:00 p.m., Tuesday, November 24, 2009, at which time the bids will be opened and read aloud in the Conference Room at City Hall. **ANY BIDS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The bids will be considered at the regular meeting of the Pittsburg City Commission, 5:30 p.m., Tuesday, December 8, 2009 during their regular meeting held at the Beard/Shanks Law Enforcement Center, 201 N. Pine Street, Pittsburg, Kansas.

To assist potential bidders in determining potential costs associated with providing towing services to the City of Pittsburg, following is a summation of contract towing services provided in previous years:

81 contract tows were requested in 2008  
47 contract tows were requested through November 11, 2009

There was no storage charges accrued during 2008 and 2009 per the current towing contract.

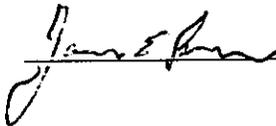
Company Providing Bid:

BEAN'S TOWING

Authorized Representative:

James E. Bean

Signature of Representative:



Price per vehicle tow:

\$ 55<sup>00</sup>

Price per day for vehicle storage:

\$ 10<sup>00</sup>

## **Exclusive Tow Contract City of Pittsburg, Kansas**

The City of Pittsburg, Kansas seeks to enter into an exclusive tow contract (hereinafter the “tow contract”) with a towing contractor for the purpose of providing towing and removal of city vehicles, towing vehicles under the direction of the Pittsburg Police Department and other City Departments, and as authorized by certain City ordinances and Kansas Statutes. In order to submit a bid for the tow contract, the towing contractor must meet specific requirements as set forth in the proposed tow contract. The tow contract will be awarded through a competitive bid process. This tow contract does not apply to unattended and abandoned vehicles, which are not a traffic hazard. This tow contract will only apply to non-City vehicles when:

1. The owner / operator is unable to or does not express a preference;

**and**

2. The vehicle is one identified in paragraph “12” herein.

To be considered for selection and award of this tow contract, a towing contractor hereby agrees to meet or exceed the following minimum qualifications:

1. The towing contractor shall own a minimum of two (2) wreckers at all times and sufficient personnel to respond to multiple towing calls as may arise. One wrecker shall be a boom/winch type truck capable of performing recovery towing. The second wrecker may be either a boom/winch type truck or a rollback or similar type vehicle capable of towing vehicles as set forth in paragraph “12” below.
2. The towing contractor agrees to respond to all calls for towing services under this tow contract within thirty (30) minutes. For purposes of determining the response time for a call for towing service, the response time shall commence when a representative of the City requesting tow service contacts the towing contractor. Response time will be noted on records kept by the City for towing service.
3. Any non-contract wrecker service assisting a towing contractor on a tow call **must meet the same criteria as the towing contractor with the exception of the two (2) wrecker minimum.**
4. The following additional charges may be made to the City by the towing contractor for towing services under this tow contract in addition to the quoted bid rates:

- A. The use of a wheel dolly or other additional equipment to perform the tow may incur an additional charge of \$30.00.
- B. If a tow under this tow contract requires a towing contractor to utilize two (2) wreckers to perform a single tow, the towing contractor shall be entitled to charge for both wreckers in accordance with the accepted bid rate.
- C. The accepted bid rate shall cover the initial thirty (30) minute time period the towing contractor spends at the scene. If the tow cannot be commenced by the towing contractor within thirty (30) minutes from arrival at the towing scene due to a decision rendered by a police department representative or City representative requesting towing services, the towing contractor will be compensated at a rate of an additional \$25.00 per quarter hour until such time as the tow contractor is permitted to commence the tow.
- D. The City agrees to pay storage charges at the quoted daily rate for up to a maximum of thirty (30) days of storage.
- E. If the towing contractor is required to tow a vehicle outside the City limits, the towing contractor shall be reimbursed for mileage traveled outside the City limits at a rate of \$3.00 per loaded mile.
- F. The City agrees to pay one-half (1/2) of the accepted bid rate whenever a towing contractor answers a call for towing service, the towing contractor arrives at the scene of a requested tow, and as a result of a decision rendered by a Police Department or City representative at the scene, no tow is performed.
- G. The City agrees to pay for third party or subcontracted services not normally provided by the towing contractor provided the necessity of such services are authorized by the officer on scene.

5. The towing contractor agrees to bill the City of Pittsburg Police Department, P. O. Box 688, Pittsburg, Kansas, 66762, on a monthly basis for tow services provided under this tow contract. Billing for towing services shall be submitted on or before the 10<sup>th</sup> day of each month for the previous month. Failure to submit billing for towing services each month may be considered a breach of contract subject to termination of this contract as set forth in section "14" below. Further, the towing contractor agrees to bill only the City of Pittsburg for all towing services performed under the terms of this contract and shall not submit a bill for towing services to any third party individual, company or service provider without the express permission of the City of Pittsburg.

As a condition of City payment to the towing contractor, the towing contractor shall provide the City true and correct copies of written demand for payment made to the owner, lien holder, and insurer, if applicable, by certified mail, return receipt requested, and a copy of any refusal received by the towing contractor, or a written statement that the towing contractor has not received any responses to its written demand for payment for over thirty (30) days from the date the written demand was mailed. The City further agrees to reimburse the certified mail expense if the same is not recovered from the owner, lien holder or insurer. If the towing contractor receives payment for a tow, in whole or in part, that has been previously paid to the towing contractor by the City, the towing contractor shall promptly reimburse the City within thirty (30) days following receipt of a duplicate payment, in whole or in part, from an owner, lien holder or insurer. Failure to reimburse the City within thirty (30) days is grounds for immediate termination of this contract without prior notice to the towing contractor, and shall constitute theft and subject the towing contractor to prosecution for theft in Pittsburg Municipal Court. No towing contractor that fails to reimburse the City within the time period set forth above shall be eligible to participate in this tow contract or any future City towing contracts.

6. The towing contractor shall maintain a current City of Pittsburg business license during the term of this tow contract.

7. The towing contractor shall maintain, or have access to, a central storage lot to store all vehicles towed under this tow contract. All wrecked or inoperable vehicles stored within the City limits shall only be stored at a location previously approved by the City for use as a salvage yard.

8. The towing contractor shall provide twenty-four (24) hour supervision of its central storage lot. Twenty-four (24) hour supervision is defined as having a person of legal age physically on the property or on call within thirty (30) minutes to the property as may be requested by the Pittsburg Police Department or other criminal justice agency conducting a criminal investigation. The above condition shall not require the towing contractor to be on call for release of vehicles and/or personal property from vehicles to owners during non-business hours with the exception for the release of prescription medications and/or eye wear located within the said vehicles.

9. The towing contractor shall maintain insurance coverage sufficient to protect the towing contractor against any claims and demands resulting from injury, death, or damage to any person or property due to any act of the towing contractor or its agents or employees in performing tow services pursuant to this contract. The minimum insurance coverage limits shall include either:

A. Garage liability protection limits of at least \$500,000 combined single limits, bodily injury and property damage. The policy must include the following:

Premises and operations liability, products and completed operations. Liability, all owned hired and non-owned autos; Garage keepers with liability limits of as least \$60,000 at each location that includes comprehensive, collision, towing and storing coverages.

OR

B. Commercial general liability protection limits of at least \$500,000 combined single limits, bodily injury and property damage. The policy must include the premises and operations liability as well as products and completed operations

AND

Business automobile liability protection limits of at least \$500,000 combined single limits, bodily injury and property damage. The policy must include the following:

All owned, hired, and non-owned autos; garage keeper's legal liability limit of at least \$60,000 at each location that includes comprehensive, collision, towing and storage coverage's.

Current copies of certificates of insurance confirming the above insurance coverage shall be filed with the City Clerk prior to performing tow services under this tow contract. Said certificates shall provide that the coverage's cannot be cancelled or amended until at least thirty (30) days prior to written notice of cancellation or amendment is provided to the City Clerk, P. O. Box 688, Pittsburg, Kansas 66762.

10. The tow contractor agrees to attempt to verbally contact and advise the owner, lien holder, and/or insurer of towed vehicles within forty-eight (48) hours of the tow and impoundment of the vehicle. The towing contractor further agrees to notify the owner, lien holder, and/or insurer by certified mail, return receipt requested, within fifteen (15) days from the date of the tow. Each towing contractor shall notify the Administrative Services Division supervisor of the Pittsburg Police Department regarding any towed vehicle, if the owner, lien holder, and/or insured cannot be contacted within the fifteen (15) day period. The Pittsburg Police

Department will attempt to obtain this information as part of its law enforcement duties and provide such information to the towing contractor.

11. The towing contractor shall provide the Pittsburg Police Department Administrative Services Division a list of each towed vehicle sold to satisfy a mechanic's lien at least five (5) days prior to the date of the sale if the City has paid the towing contractor for the tow of that vehicle. Each vehicle shall be identified by police department case number and the disposition of the vehicle whether it is sold, salvaged, or kept by the tow contractor and shall also include the make, model and VIN (serial) numbers of each vehicle to be sold.

12. For the purposes of this tow contract, a vehicle means: automobiles, pick-up trucks not to exceed 1-ton GVWR, motorcycles, and motorized bicycles. City contract tows include:

A. Vehicles directed to be towed by an authorized Pittsburg Police Department representative as a direct result of an arrest.

B. Vehicles directed to be removed from City streets by the Pittsburg Police Department when such vehicles constitute a traffic hazard such as vehicles left unattended in the roadway or vehicles disabled or parked in an improper manner which interferes with traffic flow. (NOTE: If the towed vehicle has been cited for a parking violation and a tow occurs, the owner or party responsible for the vehicle must pay the tow costs prior to the release of the vehicle by the towing contractor. The citation left on the vehicle should be given to the claiming party for appearance at or payment to the Pittsburg Municipal Court.)

C. Recovered vehicles, stolen vehicles and vehicles used in the commission of a crime, which are towed to be retained for evidence, processed for evidentiary purposes or for safekeeping. Merely arresting an owner / operator for the commission of a traffic offense by an owner / operator of a vehicle does not necessitate a contract tow. The on-duty supervisor will make a final determination if contract towing services are warranted.

D. All vehicles owned by the City of Pittsburg. These vehicles include marked and unmarked patrol, detective, administration, animal control and other City owned vehicles and pick-up trucks not to exceed 1-ton GVWR. Trucks rated above 1-ton GVWR shall not be included in this contract.

13. K.S.A. 10-1116b provides that the City is only obligated to pay periodic payments under this tow contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's current

budget year. Should the City fail to budget, appropriate or otherwise make available the funds to make periodic payments following the end of the current budget year, this tow contract shall be deemed terminated at the end of the current budget year without further liability of the parties.

14. In addition to the grounds for termination of this tow contract set forth above, a breach of any terms of the tow contract by a towing contractor, shall entitle the City to terminate this tow contract without prior notice. Both the City and the towing contractor may also terminate the contract without stating or having a reason by serving upon the other a written notice at least thirty (30) days prior to the date of termination.

15. No contractor providing towing services under this contract shall request payment or submit billing for towing services to the City of Pittsburg, or any third party individual, company or service provider at a higher rate than the rate accepted through competitive bidding processes. Charges would include towing rates, storage rates or out of town mileage charges as may apply.

16. The term of this tow contract shall begin on January 1, 2010 and terminate on December 31, 2011.





## Interoffice Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

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

**DATE:** April 6, 2010

**SUBJECT:** Agenda Item – April 13, 2010  
Environmental Release and Indemnity Agreement  
Metso Minerals Industries, Inc.

---

During the March 23, 2010 City Commission meeting, the City staff received permission to enter into an Environmental Release and Indemnity Agreement with Metso Minerals Industries, Inc. Metso Minerals Industries, Inc. had agreed to deed the railroad spur dividing the City's properties on Walnut Street to the City with the stipulation that the City sign an Environmental Release and Indemnity Agreement.

The City staff was pursuing this railroad property for the possible construction of the Public Utilities building on this property. Due to the time lines established for the expenditure of ARRA funds, the Public Utilities Department could not wait for the transfer of the property and approval of the site by KDHE. They, therefore, moved the Public Utilities building site to the second alternate location on Memorial Drive opposite the ball diamond complex entrance. The urgency and need for the railroad property is now diminished.

The City still would like to have the property to join the two tracts that the City owns together, but are unwilling to pursue the ownership with full responsibility of environmental issues. The staff would, therefore, request the City rescind its approval to enter into the Environmental Release and Indemnity Agreement. Metso Minerals Industries, Inc. has been contacted and made aware of the current situation in regards to the building placement. They have indicated they have no problem with the City using this property in the future.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 13, 2010. Action being requested is to review this request and authorize the rescinding of the agreement.

**MEMO TO: JOHN D. VANGORDEN**  
**APRIL 6, 2010**  
**PAGE TWO**

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

cc: Tammy Nagel, City Clerk  
Project File  
Memo File



## Interoffice Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

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

**DATE:** April 6, 2010

**SUBJECT:** Agenda Item – April 13, 2010  
Generator Maintenance Bids

---

In February, the City received bids for the annual maintenance of the generators located at the various City facilities. Four bids were received, the lowest being JCI-Electric Motor Supply with a bid of \$2,650 (see attached bid tab sheet). JCI-Electric Motor Supply had the City's maintenance contract last year and was approximately \$1,700 lower this year than the next lowest bidder. Based on last year's contract amount, the City staff felt the bids would be under \$5,000 and, therefore, did not require a bid bond. The staff received approval from the City Commission to award the annual maintenance to JCI-Electric Motor Supply. JCI-Electrical Motor Supply had been notified of the award, but had not yet signed a contract.

Upon providing Mr. Jim Wood of JCI-Electric Motor Supply with the contract, he informed the City that while reviewing the contracts he noticed his company failed to see the load bank test requirement in the specifications and that their bid did not reflect this cost. Mr. Wood stated he didn't feel his company could perform the work specified for their bid amount.

After consulting with the City Attorney, Mr. Wood was informed that the City had the right to pursue legal action to have the work performed as bid. Mr. Wood understood and agreed to investigate the possibility of providing the service at the cost of his company's bid. Later that week, Mr. Wood informed the City his company did not have the equipment to perform the load bank test and it would cost them \$1,200 to have this test performed. He stated his company was willing to do the work without a profit, but could not agree to a loss of this amount.

**MEMO TO: JOHN D. VANGORDEN**  
**APRIL 6, 2010**  
**PAGE TWO**

The City Attorney has advised that the City could initiate legal action to have the generators maintained per specification by another company and force JCI-Electric Motor Supply to pay the additional cost. It's possible the City could expend more in administrative and legal fees than the cost of the test. JCI-Electric Motor Supply has performed the City's maintenance contract for several years without any problems. Although, the requirement for the load bank test is very clear in the specification, this is the first year the City has required it. I would request consideration to have the City Commission release them from their legal responsibility and re-bid the maintenance agreement.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 13, 2010. Action necessary will be to approve or disapprove staff's request and, if approved, authorized staff to re-bid the maintenance agreement.

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

Attachment: Bid Tab Sheet

cc: Tammy Nagel, City Clerk  
Bid File  
Memo File

**The City of Pittsburg, Kansas**

**Recapitulation of Bids Received  
for Generator Maintenance**

**Tuesday, February 2<sup>nd</sup>, 2010 – 2:00 p.m.**

NAME & ADDRESS OF BIDDER	BID AMOUNT
Mid America Power Systems 500 NW Business Park Lane Riverside, Missouri 64150	\$4,385.00
Cummins Central Power, LLC 3507 East 20 <sup>th</sup> Street Joplin, Missouri 64801	\$4,789.96
Clifford Power Systems, Inc. 9310 East 46 <sup>th</sup> Street North Tulsa, Oklahoma 74117	\$4,671.00
JCI - Electric Motor Supply 2301 West 20 <sup>th</sup> Joplin, Missouri 64804	\$2,650.00



## Interoffice Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

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

**DATE:** April 7, 2010

**SUBJECT:** Agenda Item – April 13, 2010  
Disposition of Bid - Ready Mix Cement/Flowable Fill

---

Bids were received on Tuesday, April 6, 2010 to furnish and deliver Ready Mix Cement and Flowable Fill to various projects of the City of Pittsburg at various times during the calendar year of 2010. After reviewing the bids received, City staff is recommending that the bids be awarded to Dwayne O'Brien based on the bid specifications.

Mr. O'Brien was low bidder on all items as provided on the attached bid tab sheet, however, his business is located outside the City of Pittsburg. In this regard, the local preference was added to Mr. O'Brien's bid since American Concrete is located within the City limits of Pittsburg.

With the local preference, American Concrete is low bidder on several items, but the Notice to Bidders provides that the bids will be based on the lowest and best bid of the combined unit prices per cubic yard of concrete standard service plus the unit price for non-standard items. The combined unit price for American Concrete is \$344.50 where the combined unit price for Dwayne O'Brien including the local preference is \$340.93. On the bid tab sheet, staff has provided a recap of concrete usage for April 2009 through April 2010.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 13, 2010. Action necessary will be for the Governing Body to award the bid to Dwayne O'Brien based on the amounts as provided on the bid tab sheet.

**MEMO TO: JOHN D. VANGORDEN**  
**APRIL 7, 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  
Bill Niggemann, Street Superintendent  
John Brooks, Stormwater Collections Foreman  
Greg Hardister, Engineering Supervisor  
Bid File  
Memo File

DEPARTMENT: Public Works  
 FUNDING: Various

**City of Pittsburg, Kansas**  
**Recapitulation of Bids**  
**Purchase of Ready Mix/Flowable Fill**  
**Tuesday, April 6, 2010 – 2:00 p.m.**  
**City Hall Commission Room**

<b>Name/Address of Bidder</b>	<b>3500 psi Concrete (CY)</b>	<b>4000 psi Concrete (CY)</b>	<b>High Early Strength (CY)</b>	<b>Flowable Fill Standard (CY)</b>	<b>Hot Water (CY)</b>	<b>2% Calcium Chloride (CY)</b>	<b>Combined Unit Price</b>
Dwayne O'Brien P.O. Box 25 Pittsburg, Kansas 66762	\$81.70	\$84.10	\$92.44	\$62.77	\$5.00	\$5.00	*\$331.01*
American Concrete 504 North Smelter Pittsburg, Kansas 66762	\$83.50	\$86.50	\$98.50	\$66.00	\$5.00	\$5.00	\$344.50
<b><u>Local Preference</u></b> <b>Low Bid Plus 3%</b>	<b>\$84.15</b>	<b>\$86.62</b>	<b>\$95.21</b>	<b>\$64.65</b>	<b>\$5.15</b>	<b>\$5.15</b>	<b>\$340.93</b>
<b>Concrete Usage</b> <b>April 2009 to April 2010</b>	<b>37 CY</b>	<b>72 CY</b>	<b>341.75 CY</b>	<b>8 CY</b>			

\*DOES NOT INCLUDE WEIGHTED LOCAL PREFERENCE.



## Interoffice Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

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

**DATE:** April 7, 2010

**SUBJECT:** Agenda Item – April 13, 2010  
Disposition of Bids  
HM-4 Flint Chat and AB-3 Limestone Rock

---

Bids were received on Tuesday, April 6, 2010 for the purchase of HM-4 Flint Chat and AB-3 Limestone Rock for use by the Departments of Public Works and Public Utilities (see attached bid tab sheet). Both the chat and rock are used for the maintenance of streets and alleys. The rock is also used for bedding and filling for water mains, sanitary sewers and storm sewers.

After reviewing the bids received, City staff is recommending the bids be awarded to the following:

**HM-4 Flint Chat**

Kunshek Chat & Coal, Inc. \$7.21/ton  
308 Memorial Drive  
Pittsburg, Kansas 66762  
(Last year's bid – Kunshek Chat & Coal, Inc. - low bid of \$7.17/ton)

**AB-3 Limestone Rock**

Kunshek Chat & Coal, Inc. \$6.21/ton  
308 Memorial Drive  
Pittsburg, Kansas 66762  
(Last year's bid – Kunshek Chat & Coal, Inc. – low bid of \$6.17/ton)

Neither of staff's recommended bid awards are to the low bidders. Application of the City's weighted local bid policy places the local bidder at an advantage or at the same bid point as the low bidder.

**MEMO TO: JOHN D. VANGORDEN**  
**APRIL 7, 2010**  
**PAGE TWO**

These bids are based on a one year contract for the period of May 1<sup>st</sup> through April 30<sup>th</sup>. These materials will be purchased with funds allocated in the special fuels and utilities general operating budgets.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 13, 2010. Action necessary will be approval or disapproval of staff's recommendation to award the bids to the low bidders as stipulated above.

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

Attachment: Bid Tab Sheet

cc: Tammy Nagel, City Clerk  
Bill Niggemann, Street Superintendent  
John Brooks, Stormwater Collections Foreman  
Bid File  
Memo File

DEPARTMENT: Public Works  
 FUNDING: Special Fuels and Utilities Operating Budget

**The City of Pittsburg, Kansas**  
**Recapitulation of Bids -- Street Materials**

**Tuesday, April 6, 2010**  
**2:00 p.m.**

<b>Name &amp; Address of Bidder</b>	<b>HM-4 Flint Chat (Per Ton)</b>	<b>AB-3 Limestone Rock (Per Ton)</b>
Kunshak Chat & Coal, Inc. 308 Memorial Drive Pittsburg, Kansas 66762	\$7.21	\$6.21
Midwest Minerals P.O. Box 412 Pittsburg, Kansas 66762	No Bid	\$6.35
Alfred Romanzi Trucking 511 East 590 <sup>th</sup> Avenue Pittsburg, Kansas 66762	No Bid	\$8.50
Olin Wyland Trucking 1051 East 650 <sup>th</sup> Avenue Mulberry, Kansas 66756	No Bid	\$7.85
O'Brien Rock Company, Inc. P.O. Box 217 St. Paul, Kansas 66771	No Bid	\$6.20
Bingham Sand P.O. Box 660 Baxter Springs, Kansas 66713	\$7.00	No Bid
<u>Local Preference</u> Low Bid Plus 3%	\$7.21	\$6.386



## Interoffice Memorandum

**TO:** John Van Gorden  
**FROM:** Mark Turnbull  
**DATE:** March 24, 2010  
**SUBJECT:** City Appointment to ATC

---

Several months ago we discussed filling Ron Scripsick's position on the ATC Board. I discussed the appointment with one or two Commissioners and a list of five possible appointments was developed; Tony Dellasega, Steve Robb, Joel & Vince Van Becelaere and Bill Coleman. Each person was contacted to gauge their willingness to serve.

Tony Dellasega, Bill Coleman and Steve Robb – indicated they would be happy to serve if asked.

Joel & Vince Van Becelaere - they both appreciated being asked, but have a hard time getting away for the shop during the day. They don't want to commit to something if they know they would miss meetings.

Ken Gilpin, a KTEC appointment from Iola, is the President of the Iola Community National Bank facility. He knows Tony, and actually talked with Tony extensively about ATC, before agreeing to be appointed. This is shared only because if the City appointed Tony, there would be two Directors, representing CNB.

Staff requests the Commission consider these or other citizens to the appointment.