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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, February 26, 2019
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor
- b. Public Input

CONSENT AGENDA:

- a. Approval of the February 12, 2019, City Commission Meeting minutes.
- b. Approval of staff recommendation to appoint George Weeks to an unexpired term on the Sustainability Advisory Committee effective immediately and concluding on December 31, 2020.
- c. Approval of Police Department staff request to waive the City bid policy for capital purchases in order to purchase three (3) 2019 Dodge Charger police package vehicles for a total purchase price of \$75,157.77, and two (2) 2019 Dodge Durango police package SUV's for a total purchase price of \$61,089.44 utilizing the State of Kansas vehicle purchasing contract as a governmental sub-unit, and authorize staff to issue the necessary purchase orders.
- d. Approval of the Farm Lease between the City of Pittsburg and Mr. Kenneth Biancarelli for the lease of all of the tillable and grass land in Tracts 3, 4, 5, 5A and 7 located at the Atkinson Municipal Airport for a term of one year beginning March 1, 2019 and ending February 28, 2020, in the amount of \$10,835.00.
- e. Approval of the Appropriation Ordinance for the period ending February 26, 2019 subject to the release of HUD expenditures when funds are received.

ROLL CALL VOTE.

PUBLIC HEARING:

- a. PUBLIC HEARING - The City of Pittsburg advertised for a Public Hearing to be held on Tuesday, February 26th, 2019, at 5:30 p.m. to receive public comment on the establishment of a Community Improvement District (CID) and the City's intent to levy a Community Improvement District Sales Tax within such district. **Following Public Hearing, take that action deemed appropriate.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, February 26, 2019
5:30 PM

CONSIDER THE FOLLOWING:

- a. DONATION OF RIGHT OF WAY AND WARRANTY DEED - KDOT K-126 HIGHWAY BRIDGE REPLACEMENT - Consider approval of the Donation of Right of Way and Warranty Deed to KDOT for K-126 Bridge Replacement Project No.: 126-19KA-3103-01. **Approve or disapprove the Donation of Right of Way and Warranty Deed and, if approved, authorize the Mayor to sign the Donation of Right of Way and Warranty Deed on behalf of the City.**

- b. CITY COMMISSION MEETING - MARCH 12, 2019 - City Manager Daron Hall will not be available to attend the March 12, 2019, City Commission Meeting. Discussion is needed to determine if the City Commission members prefer to cancel the meeting and reschedule the meeting for an alternative date, or to cancel the meeting and not reschedule it. **Take that action deemed appropriate.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 12th, 2019

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, February 12th, 2019, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with President of the Board Dawn McNay presiding and the following members present: Sarah Chenoweth, Dan McNally and Chuck Munsell. Mayor Patrick O'Bryan was absent.

President of the Board McNay led the flag salute.

APPROVAL OF MINUTES – On motion of Munsell, seconded by Chenoweth, the Governing Body approved the January 22nd, 2019, City Commission Meeting minutes as presented. Motion carried. Absent: O'Bryan.

CEREAL MALT BEVERAGE LICENSE – SODEXO AMERICA, LLC – On motion of Munsell, seconded by Chenoweth, the Governing Body approved the 2019 Cereal Malt Beverage License application submitted by Sodexo America, LLC, dba Pittsburg State University (302 East Cleveland) and authorized the City Clerk to issue the license. Motion carried. Absent: O'Bryan.

TAX ABATEMENT RENEWALS – On motion of Munsell, seconded by Chenoweth, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant 2019 tax abatement renewals to Miller's, Inc. (three abatements), Pinamonti Physical Therapy, Rallison, LP, Kendall Packaging, Corporation and Dharma Properties, LLC. Motion carried. Absent: O'Bryan.

BUCKET TRUCK PURCHASE – On motion of Munsell, seconded by Chenoweth, the Governing Body approved staff request to purchase a used 2015 Dodge 5500 4WD 50' platform bucket truck from OT Truck & Tractor LLC, of El Reno, Oklahoma, utilizing 2018 and 2019 STCO and programmed funds for a total amount of \$69,500.00 and authorized the issuance of the necessary purchase order. Motion carried. Absent: O'Bryan.

CHANGE ORDER AND FINAL PAYMENT – 2018 CONCRETE REPAIR PROJECT – On motion of Munsell, seconded by Chenoweth, the Governing Body approved Change Order No. 1 reflecting an increase of \$43,514.38, making a new contract construction amount of \$197,133.38, and final payment due to J Graham Construction, Inc., of Coffeyville, Kansas, in the amount of \$61,662.14 for the 2018 Concrete Repair Project. Motion carried. Absent: O'Bryan.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by Chenoweth, the Governing Body approved the Appropriation Ordinance for the period ending February 12th, 2019, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Chenoweth, McNally, McNay and Munsell. Motion carried. Absent: O'Bryan.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 12th, 2019

SPECIAL PRESENTATION - PLANNING AND ZONING COMMISSION ANNUAL REPORT – Laura Klusener, representing the Planning and Zoning Commission, presented their annual report. Absent: O’Bryan.

SPECIAL PRESENTATION - AIRPORT ADVISORY BOARD ANNUAL REPORT - Joe Leek, representing the Airport Advisory Board, presented their annual report. Absent: O’Bryan.

NON-AGENDA REPORTS & REQUESTS –

BI-MONTHLY BUDGET REVIEW - Director of Finance Jamie Clarkson provided the December 31, 2018, bi-monthly budget review. Absent: O’Bryan.

MARCH 12th, 2019, CITY COMMISSION MEETING – City Manager Daron Hall noted that he has a conflict with the March 12th, 2019, City Commission meeting. Mr. Hall indicated that an item will be included on the February 26th City Commission Meeting agenda to consider rescheduling or cancelling the March 12th, 2019, meeting. Absent: O’Bryan.

ADJOURNMENT: On motion of Chenoweth, seconded by McNally, the Governing Body adjourned the meeting at 5:51 p.m. Motion carried. Absent: O’Bryan.

Dawn McNay, President of the Board

ATTEST:

Tammy Nagel, City Clerk



BRENT NARGES
Chief of Police

PITTSBURG

POLICE DEPARTMENT

Beard-Shanks Law Enforcement Center

201 North Pine Street

Pittsburg, Kansas 66762

(620) 235-0400

To: City Manager Daron Hall
Chief Brent Narges

From: Lieutenant Tim Tompkins

Date: February 21, 2019

Subject: Department Fleet Vehicle Purchases

For FY2019, the police department is scheduled to replace five police service vehicles from within the marked patrol division as part of our annual fleet replacement policy. These replacements include three Dodge Chargers and two Ford Explorers.

As with our past fleet purchases, the police department is requesting permission to waive the City Bid process to purchase the vehicles directly from the State of Kansas purchasing contract. This contract provides municipalities the opportunity to purchase vehicles from the State-wide competitive bid process conducted each year by the Kansas Highway Patrol.

As you will note, we are requesting to purchase Dodge Durango SUV's for replacement of the Ford Explorer SUV's. Ford Motor Company is in the process of re-designing the Ford Police SUV platform as a model year 2020 vehicle. Due to this change, the 2019 Ford Explorer is no longer available to order.

According to Ford, the new 2020 platform will begin production in March, with delivery of initial orders scheduled for late May. In speaking with the Ford dealer we purchased our Explorers through, we would realistically not receive Explorers until sometime in late August or early September due to larger agency orders having priority for initial orders.

Therefore, we chose to pursue the Dodge Durango, which is also a police package vehicle, and has many similar features related to police service duty. We currently have one Dodge Durango in our fleet and are confident the Durango is a comparable vehicle to the Explorer and will meet our fleet needs.



BRENT NARGES
Chief of Police

PITTSBURG

POLICE DEPARTMENT

Beard-Shanks Law Enforcement Center

201 North Pine Street
Pittsburg, Kansas 66762
(620) 235-0400

Following is a summation of our purchase requests:

Three (3) 2019 Dodge Charger police package vehicles at **\$25,052.59** per vehicle for a total of **\$75,157.77**.

Two (2) 2019 Dodge Durango police package vehicles at **\$30,544.72** per vehicle for a total of **\$61,089.44**.

The vehicles will be purchased from Davis-Moore, Inc. of Wichita, Kansas, the current contractor holder for Dodge police vehicles. Should you have any questions concerning the fleet vehicle purchases, please contact me at your convenience. I will also be in attendance at the City Commission meeting should Commissioners have any questions concerning our request.



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: February 18, 2019

SUBJECT: Agenda Item – February 26, 2019
Lease of Farm Lands at the Atkinson Municipal Airport

The City has received a lease between the City of Pittsburg and Mr. Kenneth Biancarelli for farmlands located at the Atkinson Municipal Airport. The lease is for all of the tillable and grass land of Tracts 3, 4, 5, 5A and 7 as shown in Exhibit A. The term of the lease for Tracts 3, 4, 5, 5A and 7 is for one (1) year beginning March 1st, 2019 and ending February 28th, 2020. The Lessee agrees to pay the City a yearly rental of \$10,835.00.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 26, 2019. Action necessary will be approval or disapproval of this lease and, if approved, direct the Mayor to sign the lease on behalf of the City of Pittsburg.

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

Attachment: Lease and Exhibit A

FARM LEASE

THIS LEASE OF FARM LAND (the "Lease"), made and entered into this _____ day of _____, 2019, by and between the City of Pittsburg, Crawford County, Kansas, a Municipal Corporation, hereinafter called the Lessor, and Kenneth Biancarelli, hereinafter called the Lessee.

The Parties agree and hereby acknowledge that the tracts of land shown on Exhibit A attached hereto and incorporated herein by reference, is Airport Industrial Park property, and land adjacent to the Airport being held as clear zone land for Atkinson Municipal Airport.

WITNESSETH, that for and in consideration of the rents, covenants and agreements hereinafter contained, said Lessor does hereby rent, let and lease unto said Lessee all the tillable land and grass land in Tracts 3, 4, 5, 5A, and 7 on Exhibit A for and on the terms set forth herein below.

TERMS

Lessee to rent Tracts 3, 4, 5, 5A, and 7 for a term of one (1) year beginning on March 1, 2019 and ending on February 28, 2020. The Lessee agrees to pay the Lessor an annual rental of \$10,835.00. Rent shall be due and payable on March 1, 2019.

USE OF PREMISES

Lessee shall at all times farm and care for said land in a good husband- like manner, and in accordance with good farming and soil conservation practices; shall not commit or permit waste thereon; shall carefully protect all improvements of every kind that are now on said premises or may be erected thereon during the term of this Lease; shall promptly at the expiration of the term herein granted yield up possession of said premises, without notice, unto the Lessor in as good condition and repair as now exists or may be at any time during the term of this Lease, ordinary wear and tear excepted.

TERMINATION

Lessor reserves the right to terminate this Lease and retake possession of all or any portion of the leased premises at any time for any purpose upon thirty (30) days advance written notice to Lessee. In the event Lessor exercises its right to terminate, Lessor shall reimburse Lessee for the cost of seed, lime and fertilizer used on the portion(s) of land repossessed. Lessee hereby waives and releases Lessor from any right or claim for recovery of any lost profits or other expenses.

This Lease shall automatically terminate at the end of the initial lease term unless the Lessee provides written notice of request to renew to Lessor at least sixty (60) days prior to the expiration date of the intimal term. A new successor lease shall be required to reinstate Lessee's farming privileges. The decision to grant or deny Lessee's request to renew shall be in Lessor's sole discretion.

PROHIBITIONS ON USE

It is understood and agreed that the rights granted hereunder to Lessee shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport or the Airport Industrial Park. Lessee hereby acknowledges that burning is strictly prohibited, as well as cultivation of crops within twenty feet (20') of the wildlife fencing. Lessee further agrees not to plow pasture, permit noxious weeds to go to seed, or cut live trees for sale or personal use.

INGRESS AND EGRESS

Lessee also agrees that Lessor and its other tenants, lessees and agents shall be entitled to retain the right of ingress and egress on the land for the purpose of recreational hunting and of monitoring compliance with the lease terms, but shall refrain from interfering with the farming operation of Lessee as much as reasonably possible. It is further agreed that Lessor shall retain the exclusive right to permit any third parties to enter the property for recreational hunting purposes.

PESTICIDES / HERBICIDES

Lessee shall use pesticides and herbicides in strict accordance with labeled directions, warnings and instructions on the leased property.

LIABILITY INSURANCE

Lessee shall procure and keep in force beginning on the date this Lease is entered into, and continuing during the entire term of this Lease, comprehensive general liability insurance, with Lessor also listed as a named insured, to include public liability coverage for bodily injury in an amount of at least five hundred thousand dollars (\$500,000) for any one (1) occurrence. Lessee shall provide Lessor with a certificate for said insurance policy upon execution of the Lease. Said certificate shall also contain a clause that said policy may not be cancelled nor coverage limits decreased without at least thirty (30) days prior written notice sent to Lessor at the address specified herein.

HOLD HARMLESS / INDEMNIFICATION

Lessee takes possession of the leased premises after a thorough inspection of the leased premises and acknowledges and understands the inherent hazards of farming and assumes all the risks thereof and therefrom, and further agrees to defend, indemnify and hold Lessor harmless from any and all claims, damages, demands, liability, loss, and expenses, including Lessor's reasonable attorney fees, arising out of or from Lessee's operations on the leased premises or Lessee's performance or failure to perform the terms of this Lease.

AMENDMENTS

Any amendments or alterations of this Lease shall be in writing and shall be agreed upon and signed by both the Lessor and the Lessee. Any amendments or alterations shall be at the sole discretion of Lessor.

MAINTENANCE

Lessee shall brush hog the waterways on the premises at least once during the lease term. Physical improvements to property by Lessee are subject to prior written approval by Lessor. If approved, maintenance of all improvements are the sole responsibility of Lessee, unless prior arrangements between Lessee and Lessor are made in writing. If improvements are made without prior written approval by Lessor, then the improvements shall become the property of Lessor, and Lessee shall be deemed to have committed a violation of the terms of this Lease, which renders the lease null and void at Lessor's sole discretion.

FARMING COSTS

Lessee shall be solely responsible for all fertilizer, lime and seed purchases for the leased property.

TRESPASSING

Lessee acknowledges and understands that Lessor cannot prevent trespassing or vandalism, and assumes no responsibility for the acts of any third (3rd) parties thereon.

INDEPENDANT PARTIES

This Lease shall not be deemed to give rise to a partnership relation or joint venture, and neither party shall have authority to obligate the other party without the other party's written consent.

ASSIGNMENT

This Lease shall not be assigned nor sublet without the prior written consent of said Lessor.

PARTIES BOUND

This Lease shall extend to and be binding upon the parties hereto, and their heirs, executors, trustees, administrators, successors and assigns.

ENTIRE AGREEMENT

This Lease shall constitute the entire agreement of the parties hereto and any prior oral or written agreement or understanding between the parties relating to the lased premises is merged

herein and shall be of no separate force and effect and this Lease shall only be changed, modified or discharged by subsequent written agreement signed by all parties hereto.

KANSAS LAW

This Lease shall be governed by and construed in accordance with the laws of the State of Kansas.

DUPLICATE COPIES

This Lease is executed in duplicate, one copy thereof for said Lessor and one copy thereof for said Lessee.

NOTICES

LESSOR:

Name: Cameron Alden
Public Works Director
Address: 201 West 4th
Pittsburg, KS 66762
Telephone No: (620) 231-4170

LESSEE:

Name: Kenneth Biancarelli
Address: 510 E. 590th Ave.
Pittsburg, KS 66762
Telephone No: (620) 724-8048 Home
(620) 249-3314 Cell

In Witness whereof, this lease has been signed and executed the day and year first above written.

LESSOR:

THE CITY OF PITTSBURG, KANSAS

Patrick O'Bryan Mayor

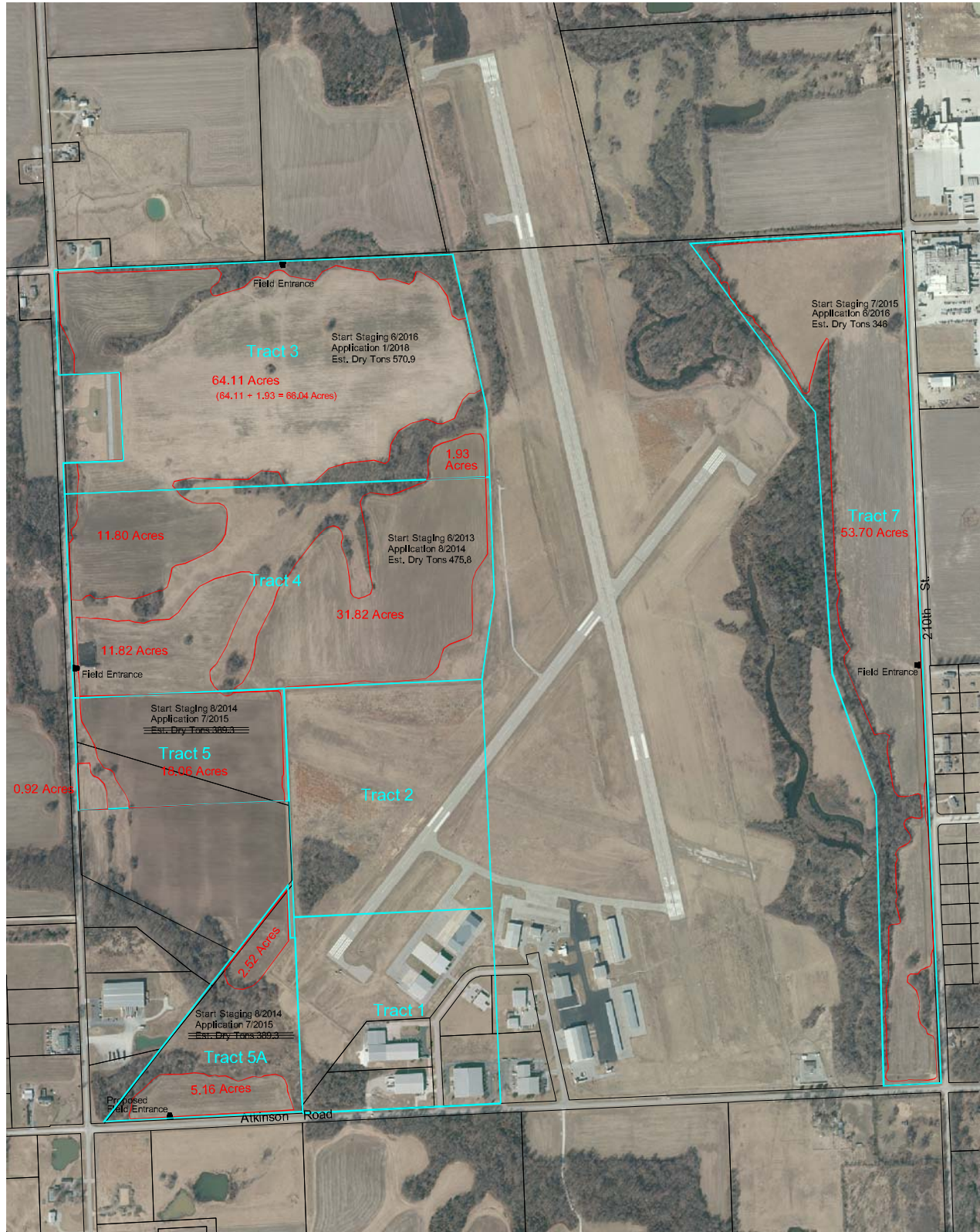
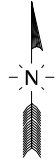
ATTEST:

Tammy Nagel, City Clerk

LESSEE:

KENNETH BIANCARELLI

Kenneth Biancarelli



VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 2/06/2019 THRU 2/19/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	2/08/2019			184057		
C-CHECK	VOID CHECK	V	2/08/2019			184058		
C-CHECK	VOID CHECK	V	2/08/2019			184063		
C-CHECK	VOID CHECK	V	2/08/2019			184081		
C-CHECK	VOID CHECK	V	2/08/2019			184082		
C-CHECK	VOID CHECK	V	2/08/2019			184083		
C-CHECK	VOID CHECK	V	2/08/2019			184085		
C-CHECK	VOID CHECK	V	2/08/2019			184086		
C-CHECK	VOID CHECK	V	2/08/2019			184087		
C-CHECK	VOID CHECK	V	2/15/2019			184095		
C-CHECK	VOID CHECK	V	2/15/2019			184096		

* * T O T A L S * *

NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0.00	0.00	0.00
HAND CHECKS:	0.00	0.00	0.00
DRAFTS:	0.00	0.00	0.00
EFT:	0.00	0.00	0.00
NON CHECKS:	0.00	0.00	0.00
VOID CHECKS:	11 VOID DEBITS 0.00		
	VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	11	0.00	0.00
BANK: * TOTALS:	11	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 2/06/2019 THRU 2/19/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	2/06/2019			000000		846.27
0224	KDOR	D	2/08/2019			000000		5,188.50
0321	KP&F	D	2/08/2019			000000		44,664.67
0728	ICMA	D	2/08/2019			000000		660.00
1050	KPERS	D	2/08/2019			000000		41,034.62
5904	TASC	D	2/08/2019			000000		6,526.58
6415	GREAT WEST TANDEM KPERS 457	D	2/08/2019			000000		4,390.50
6952	ADP INC	D	2/15/2019			000000		7,421.60
7290	DELTA DENTAL OF KANSAS INC	D	2/08/2019			000000		3,141.80
7290	DELTA DENTAL OF KANSAS INC	D	2/15/2019			000000		2,698.72
7877	CORESOURCE	D	2/07/2019			000000		13,832.88
7877	CORESOURCE	D	2/14/2019			000000		10,177.84
1074	NICHOLS & WOLFE CHARTERED	E	2/07/2019			003349		15,100.00
0046	ETTINGERS OFFICE SUPPLY	E	2/11/2019			003496		160.82
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	2/11/2019			003497		949.00
0084	INTERSTATE EXTERMINATOR, INC.	E	2/11/2019			003498		425.00
0128	VIA CHRISTI HOSPITAL	E	2/11/2019			003499		507.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	2/11/2019			003500		150.00
0194	KANSAS STATE TREASURER	E	2/11/2019			003501		8,731.00
0207	PEPSI-COLA BOTTLING CO OF PITT	E	2/11/2019			003502		53.50
0292	UNIFIRST CORPORATION	E	2/11/2019			003503		44.70
0335	CUSTOM AWARDS, LLC	E	2/11/2019			003504		39.98

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 2/06/2019 THRU 2/19/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0345	VICTOR L PHILLIPS CO	E	2/11/2019			003505		410.32
0631	TRI-STATE BUILDING & SUPPLY CO	E	2/11/2019			003506		47,000.00
0690	TREASURED IMAGES	E	2/11/2019			003507		45.90
0746	CDL ELECTRIC COMPANY INC	E	2/11/2019			003508		866.10
0866	AVFUEL CORPORATION	E	2/11/2019			003509		19,237.99
1693	EBSCO INDUSTRIES, INC.	E	2/11/2019			003510		3,257.52
2161	RECORDED BOOKS, LLC	E	2/11/2019			003511		151.92
2707	THE LAWNSCAPE COMPANY, INC.	E	2/11/2019			003512		579.25
2921	DP2 BILLING SOLUTIONS, LLC	E	2/11/2019			003513		4,704.08
2945	GALAXIE BUSINESS EQUIPMENT, IN	E	2/11/2019			003514		7,111.20
4307	HENRY KRAFT, INC.	E	2/11/2019			003515		316.94
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	2/11/2019			003516		189.29
4618	TRESA MILLER	E	2/11/2019			003517		1,004.50
4638	SOUND PRODUCTS	E	2/11/2019			003518		479.50
4698	THE MORNING SUN	E	2/11/2019			003519		158.07
4791	SPRINGSTED INCORPORATED	E	2/11/2019			003520		15,712.28
5236	SHOWCASES	E	2/11/2019			003521		336.96
5482	JUSTIN HART	E	2/11/2019			003522		60.00
6016	SCHOLASTIC LIBRARY PUBLISHING	E	2/11/2019			003523		156.00
6175	HENRY C MENGHINI	E	2/11/2019			003524		10,764.60
6214	PITT PLASTICS INC	E	2/11/2019			003525		340.17
6528	GALE GROUP/CENGAGE	E	2/11/2019			003526		123.15

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 2/06/2019 THRU 2/19/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7038	SIGNET COFFEE ROASTERS	E	2/11/2019			003527		45.00
7100	FIRST UNITED METHODIST CHURCH	E	2/11/2019			003528		29,350.46
7540	THOMAS W NICHOLS	E	2/11/2019			003529		180.00
7839	VISION SERVICE PLAN INSURANCE	E	2/11/2019			003530		1,617.31
7852	TRIA HEALTH, LLC	E	2/11/2019			003531		1,256.96
7964	JOPLIN ENTERPRISES LLC	E	2/11/2019			003532		60.00
7791	C4 HOLDINGS LLC	E	2/19/2019			003533		153.60
0046	ETTINGERS OFFICE SUPPLY	E	2/19/2019			003534		484.19
0055	JOHN'S SPORT CENTER, INC.	E	2/19/2019			003535		601.96
0101	BUG-A-WAY INC	E	2/19/2019			003536		40.00
0105	PITTSBURG AUTOMOTIVE INC	E	2/19/2019			003537		1,663.43
0133	JIM RADELL CONSTRUCTION INC	E	2/19/2019			003538		4,140.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	2/19/2019			003539		2,230.00
0142	HECKERT CONSTRUCTION CO INC	E	2/19/2019			003540		743.75
0202	CLIFF HIX ENGINEERING INC	E	2/19/2019			003541		6.50
0207	PEPSI-COLA BOTTLING CO OF PITT	E	2/19/2019			003542		64.50
0272	BO'S 1 STOP INC	E	2/19/2019			003543		10.50
0317	KUNSHEK CHAT & COAL CO, INC.	E	2/19/2019			003544		12,740.50
0328	KANSAS ONE-CALL SYSTEM, INC	E	2/19/2019			003545		627.60
0516	AMERICAN CONCRETE CO INC	E	2/19/2019			003546		5,355.23
0577	KANSAS GAS SERVICE	E	2/19/2019			003547		2,979.28
0583	DICKINSON INDUSTRIES INC	E	2/19/2019			003548		890.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0610	THOMAS VACCA	E	2/19/2019			003549		270.00
0628	KC BOBCAT	E	2/19/2019			003550		717.52
0726	PITTSBURG STATE UNIVERSITY	E	2/19/2019			003551		99.95
0746	CDL ELECTRIC COMPANY INC	E	2/19/2019			003552		1,576.61
0753	COUNTY OF CRAWFORD	E	2/19/2019			003553		150.00
0823	TOUCHTON ELECTRIC INC	E	2/19/2019			003554		906.60
1030	FREDDY VAN'S INC	E	2/19/2019			003555		3,000.00
1033	BOLLINGER GROUP, LLC	E	2/19/2019			003556		300.00
1478	KANSASLAND TIRE OF PITTSBURG	E	2/19/2019			003557		44.00
1792	B&L WATERWORKS SUPPLY, LLC	E	2/19/2019			003558		2,555.14
2005	GALLS PARENT HOLDINGS, LLC	E	2/19/2019			003559		1,363.33
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	2/19/2019			003560		21.30
2161	RECORDED BOOKS, LLC	E	2/19/2019			003561		36.00
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	2/19/2019			003562		2,780.88
2733	JASON HUFFMAN	E	2/19/2019			003563		136.25
2767	BRENNTAG SOUTHWEST, INC	E	2/19/2019			003564		1,948.32
2825	KANSAS DEPT OF ADMINISTRATION	E	2/19/2019			003565		453.90
4197	ENVIRONMENTAL SYSTEMS RESEARCH	E	2/19/2019			003566		25,000.00
4766	ACCURATE ENVIRONMENTAL	E	2/19/2019			003567		317.97
5014	MID-AMERICA SANITATION	E	2/19/2019			003568		304.46
5640	CORRECT CARE SOLUTIONS LLC	E	2/19/2019			003569		18.00
5800	INFRASTRUCTURE TECHNOLOGIES LL	E	2/19/2019			003570		2,750.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 2/06/2019 THRU 2/19/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5855	SHRED-IT US JV LLC	E	2/19/2019			003571		148.75
6175	HENRY C MENGHINI	E	2/19/2019			003572		435.00
6402	BEAN'S TOWING & AUTO BODY	E	2/19/2019			003573		5,602.70
6528	GALE GROUP/CENGAGE	E	2/19/2019			003574		135.95
7023	BLEVINS ASPHALT CONSTRUCTION C	E	2/19/2019			003575		25,194.33
7028	MATTHEW L. FRYE	E	2/19/2019			003576		400.00
7038	SIGNET COFFEE ROASTERS	E	2/19/2019			003577		41.25
7281	CHEMCO SYSTEMS LP	E	2/19/2019			003578		2,255.66
7493	EMERY SAPP & SONS INC	E	2/19/2019			003579		158,178.06
7514	NTHERM, LLC	E	2/19/2019			003580		6,576.74
7629	EARLES ENGINEERING & INSPECTIO	E	2/19/2019			003581		43,941.00
7806	CORE & MAIN LP	E	2/19/2019			003582		941.63
7902	J GRAHAM CONSTRUCTION, INC	E	2/19/2019			003583		61,662.14
8046	CONVERGEONE, INC.	E	2/19/2019			003584		675.00
8045	MYERS CARTAGE AND SOUND	R	2/06/2019			184049		3,660.59
3084	AM SOCIETY OF COMPOSERS, AUTHO	R	2/08/2019			184055		357.00
0523	AT&T	R	2/08/2019			184056		7,601.89
1991	OFFICE OF STATE FIRE MARSHAL	R	2/08/2019			184059		30.00
8043	BRITTAN BRENNER	R	2/08/2019			184060		2,149.00
4263	COX COMMUNICATIONS KANSAS LLC	R	2/08/2019			184061		29.40
4263	COX COMMUNICATIONS KANSAS LLC	R	2/08/2019			184062		2,147.36
4263	COX COMMUNICATIONS KANSAS LLC	R	2/08/2019			184064		14.07

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS KANSAS LLC	R	2/08/2019			184065		96.14
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	2/08/2019			184066		909.98
0375	WICHITA WATER CONDITIONING, IN	R	2/08/2019			184067		12.00
1680	ESO SOLUTIONS INC	R	2/08/2019			184068		1,575.00
1	FREDRICK, REBA	R	2/08/2019			184069		65.00
6857	PLAYCORE WISCONSIN, INC	R	2/08/2019			184070		12,008.53
8042	JAY'S PLUMBING, LLC	R	2/08/2019			184071		6,445.61
7651	K & D'S LIQUORS, LLC	R	2/08/2019			184072		318.52
1070	KANSAS ATTORNEY GENERAL	R	2/08/2019			184073		435.00
0226	KDOR LIQUOR TAX	R	2/08/2019			184074		10.65
7938	ROSANO DEL PILAR MENDEZ	R	2/08/2019			184075		50.00
5732	NATES LAWN AND LANDSCAPE INC	R	2/08/2019			184076		120.00
7469	RADCLIFF AGENCY, LLC	R	2/08/2019			184077		250.00
8027	SOLACOM TECHNOLOGIES INC	R	2/08/2019			184078		3,360.00
2916	US CELLULAR	R	2/08/2019			184079		98.58
5589	VERIZON WIRELESS SERVICES, LLC	R	2/08/2019			184080		8,988.97
1108	WESTAR ENERGY	R	2/08/2019			184084		101,229.78
5371	PITTSBURG FAMILY YMCA	R	2/08/2019			184088		391.80
2876	A-PLUS CLEANERS & LAUNDRY	R	2/15/2019			184089		618.50
2004	AIRE-MASTER OF AMERICA, INC.	R	2/15/2019			184090		34.44
7856	BARDAVON HEALTH INNOVATIONS, L	R	2/15/2019			184091		375.00
5283	CLASS LTD	R	2/15/2019			184092		37.50

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0748	CONRAD FIRE EQUIPMENT INC	R	2/15/2019			184093		523.62
7657	COPY PRODUCTS, INC.	R	2/15/2019			184094		2,131.08
4263	COX COMMUNICATIONS KANSAS LLC	R	2/15/2019			184097		86.16
4263	COX COMMUNICATIONS KANSAS LLC	R	2/15/2019			184098		73.28
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	2/15/2019			184099		70.00
0375	WICHITA WATER CONDITIONING, IN	R	2/15/2019			184100		6.50
0118	FED EX	R	2/15/2019			184101		89.74
6740	FELD FIRE	R	2/15/2019			184102		638.00
6703	GT DISTRIBUTORS INC	R	2/15/2019			184103		882.75
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	2/15/2019			184104		41.77
7680	IMA, INC.	R	2/15/2019			184105		3,125.00
8047	CHARLES J JORDAN	R	2/15/2019			184106		1,250.00
1	KINCADE, DANIEL LEE	R	2/15/2019			184107		601.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	2/15/2019			184108		381.92
1	MAYHEW, STEVEN	R	2/15/2019			184109		199.05
7938	ROSANO DEL PILAR MENDEZ	R	2/15/2019			184110		75.00
8048	ENCOMPASS RESOLUTION LLC	R	2/15/2019			184111		6,006.00
7392	ASSURECO RISK MANAGEMENT & REG	R	2/15/2019			184112		350.00
8038	PAE HOLDING CORPORATION	R	2/15/2019			184113		6,555.00
7802	CHRISTOPHER L PATTERSON	R	2/15/2019			184114		324.04
6697	PITTSBURG EMERGENCY PHYSICIAN,	R	2/15/2019			184115		105.83
6536	POLYDYNE INC	R	2/15/2019			184116		3,315.60

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0175	REGISTER OF DEEDS	R	2/15/2019			184117		72.00
0175	REGISTER OF DEEDS	R	2/15/2019			184118		89.00
1	RIA, ELAINE	R	2/15/2019			184119		250.00
7771	D & M RYAN, INC	R	2/15/2019			184120		137.25
0188	SECRETARY OF STATE	R	2/15/2019			184121		25.00
6260	TRANE	R	2/15/2019			184122		695.00
2350	WASTE CORPORATION OF MISSOURI	R	2/15/2019			184123		407.31
1108	WESTAR ENERGY	R	2/15/2019			184124		27.78
8049	OT TRUCK & TRACTOR SALES LLC	R	2/15/2019			184125		69,500.00

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	61	251,454.99	0.00	251,454.99
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	12	140,583.98	0.00	140,583.98
EFT:	90	555,345.95	0.00	555,345.95
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0			
VOID DEBITS		0.00		
VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144 TOTALS:	163	947,384.92	0.00	947,384.92
BANK: 80144 TOTALS:	163	947,384.92	0.00	947,384.92
REPORT TOTALS:	163	947,384.92	0.00	947,384.92

Passed and approved this 26th day of February, 2019.

Patrick J. O'Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: February 19, 2019

SUBJECT: Agenda Item – February 26, 2019
Project: 126-19KA-3103-01; Tract No.: 8
Donation of Right of Way and Warranty Deed for K-126 Bridge Replacement Project

The Kansas Department of Transportation (KDOT) is in the process of acquiring the necessary land rights for the improvements of K-126 in Crawford County. The project will replace the KCS Railway Bridge approximately a half-mile east of Broadway near Schlanger Park. KDOT is looking to acquire the requested land from the City for the project. The City has previously reviewed the proposed land to be acquired by the State and at the February 28, 2017 meeting; the City agreed that the project would not adversely affect the activities, features, and attributes of Schlanger Park. Traffic will be carried through the project during its construction.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 26, 2019. Action being requested is the approval or disapproval of granting the requested Right of Way to KDOT and to authorize the Mayor to sign any and all documents to execute the Right of Way on behalf of the City.

Attached: Donation of Right of Way
Attachment A
Warranty Deed

COUNTY: Crawford
PROJECT: 126-19 KA-3103-01

CITY: Pittsburg KS
TRACT NO.: 8

DONATION OF RIGHT OF WAY

The undersigned owner(s) hereby expressly declare the intent to dedicate the real estate legally described in Attachment A, attached hereto and made a part of this donation by reference.

Having been fully informed of the right to receive just compensation based upon an appraisal, the undersigned further state that the decision to dedicate said land was made without any undue influence or coercive action of any nature, and that the right to just compensation is hereby waived.

It is intended that all necessary instruments of conveyance will be executed upon presentation by Kansas Department of Transportation representatives or agents.

IN WITNESS WHEREOF, the undersigned have caused this DONATION OF RIGHT OF WAY to be executed on this ____ day of ~~January, 2019.~~

February, 2019

City of Pittsburg

STATE OF KANSAS,)
) ss:
CRAWFORD COUNTY)

BE IT REMEMBERED, that on this _____ day of ^{February, 2019} ~~January, 2019~~, before me, the undersigned, a notary public in and for the County and State aforesaid, came _____

_____ of the City of Pittsburg KS, who is personally known to me to be the same person(s) who executed the foregoing deed, and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last written.

, Notary Public

My Appointment Expires:

RECOMMENDED BY:

Randel Scarbrough, Right of Way Agent

ATTACHMENT A

Crawford County 126-19 KA-3103-01 Tract 8

(a) A tract of land in Lots 9 and 10, Block 6, Playter's Second Addition to the City of Pittsburg, according to the recorded plat thereof, situated in the Southwest Quarter of Section 20, Township 30 South, Range 25 East of the 6th P.M. described as follows: COMMENCING at the Southwest corner of said Block; thence on an assumed bearing of North 02 degrees 33 minutes 33 seconds West, 45.01 feet along the West line of said Block to the Northerly right of way line of the existing highway and the POINT OF BEGINNING; FIRST COURSE, thence continuing North 02 degrees 33 minutes 33 seconds West, 46.33 feet along said West line; SECOND COURSE, thence South 81 degrees 19 minutes 24 seconds East, 81.55 feet to the East line of said Lot 10; THIRD COURSE, thence South 02 degrees 32 minutes 54 seconds East, 32.13 feet along said East line to said Northerly right of way line; FOURTH COURSE, thence South 88 degrees 39 minutes 19 seconds West, 80.00 feet along said Northerly right of way line to the POINT OF BEGINNING. The above described tract contains 3138 square feet, more or less.

(b) A tract of land in Lots 13-15, Block 6, Playter's Second Addition to the City of Pittsburg, according to the recorded plat thereof, situated in the Southwest Quarter of Section 20, Township 30 South, Range 25 East of the 6th P.M. described as follows: COMMENCING at the Southeast corner of said Block; thence on an assumed bearing of North 02 degrees 39 minutes 02 seconds West, 45.01 feet along the East line of said Block to the Northerly right of way line of the existing highway; thence South 88 degrees 39 minutes 19 seconds West, 58.87 feet along said Northerly right of way line to the POINT OF BEGINNING; FIRST COURSE, thence continuing South 88 degrees 39 minutes 19 seconds West, 101.13 feet along said Southerly right of way line to the West line of said Lot 13; SECOND COURSE, thence North 02 degrees 32 minutes 16 seconds West, 17.94 feet along said West line; THIRD COURSE, thence South 81 degrees 19 minutes 24 seconds East, 103.08 feet to the POINT OF BEGINNING. The above described tract contains 907 square feet, more or less.

GENERAL WARRANTY DEED

THIS DEED, Made this day of ~~January, 2019~~, between
~~February, 2019~~
City of Pittsburg

of Crawford County, in the State of Kansas, of the first part, and

The Secretary of Transportation of the State of Kansas

of Shawnee County, in the State of Kansas, of the second part,

WITNESSETH, That party of the first part, in consideration of the sum of

One Dollar and Other Valuable Considerations and 00/100 Dollars,

the receipt of which is hereby acknowledged, does by these presents convey and warrant unto said party of the second part, it's successors and assigns, all the following-described REAL ESTATE situated in the County of Crawford and the State of Kansas, to wit:

(a) A tract of land in Lots 9 and 10, Block 6, Playter's Second Addition to the City of Pittsburg, according to the recorded plat thereof, situated in the Southwest Quarter of Section 20, Township 30 South, Range 25 East of the 6th P.M. described as follows: COMMENCING at the Southwest corner of said Block; thence on an assumed bearing of North 02 degrees 33 minutes 33 seconds West, 45.01 feet along the West line of said Block to the Northerly right of way line of the existing highway and the POINT OF BEGINNING; FIRST COURSE, thence continuing North 02 degrees 33 minutes 33 seconds West, 46.33 feet along said West line; SECOND COURSE, thence South 81 degrees 19 minutes 24 seconds East, 81.55 feet to the East line of said Lot 10; THIRD COURSE, thence South 02 degrees 32 minutes 54 seconds East, 32.13 feet along said East line to said Northerly right of way line; FOURTH COURSE, thence South 88 degrees 39 minutes 19 seconds West, 80.00 feet along said Northerly right of way line to the POINT OF BEGINNING. The above described tract contains 3138 square feet, more or less.

(b) A tract of land in Lots 13-15, Block 6, Playter's Second Addition to the City of Pittsburg, according to the recorded plat thereof, situated in the Southwest Quarter of Section 20, Township 30 South, Range 25 East of the 6th P.M. described as follows: COMMENCING at the Southeast corner of said Block; thence on an assumed bearing of North 02 degrees 39 minutes 02 seconds West, 45.01 feet along the East line of said Block to the Northerly right of way line of the existing highway; thence South 88 degrees 39 minutes 19 seconds West, 58.87 feet along said Northerly right of way line to the POINT OF BEGINNING; FIRST COURSE, thence continuing South 88 degrees 39 minutes 19 seconds West, 101.13 feet along said Southerly right of way line to the West line of said Lot 13; SECOND COURSE, thence North 02 degrees 32 minutes 16 seconds West, 17.94 feet along said West line; THIRD COURSE, thence South 81 degrees 19 minutes 24 seconds East, 103.08 feet to the POINT OF BEGINNING. The above described tract contains 907 square feet, more or less.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And party of the first part, for its successors and assigns, executors and administrators, do hereby covenant, promise and agree to and with party of the second part that at delivery of these presents it is lawfully seized in its own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of what nature of kind soever, except:

none

and that it will warrant and forever defend the same unto party of the second part, it's successors and assigns, against party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, party of the first part has hereunto subscribed its name, the day and year first above written.

The City of Pittsburg

Rev. 3-01 81977 3M 11-81

STATE OF KANSAS, CRAWFORD COUNTY, ss.

BE IT REMEMBERED, That on this _____ day of February, 2019, ~~January, 2019~~,

before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ of the City of Pittsburg,

who _____ personally known to me to be the same person _____ who executed the foregoing deed, and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last written.

_____, Notary Public
My appointment expires _____

STATE OF _____, _____ COUNTY, ss.

BE IT REMEMBERED, That on this _____ day of _____ 20____,

before me, the undersigned, a _____ in and for the County and State aforesaid, came _____

who _____ personally known to me to be the same person _____ who executed the foregoing deed, and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last written.

_____, Notary Public
My appointment expires _____