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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 08, 2016
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation
- b. Flag Salute Led by the Mayor
- c. Proclamation - Women in Construction Week - Received by Deborah Beachner
- d. Public Input

CONSENT AGENDA:

- a. Approval of the February 23, 2016, City Commission Meeting minutes.
- b. Approval of the application submitted by Graig Moore to renew the Dance Hall License for Mooreman's, Inc., 1608 S. Broadway, and authorize the City Clerk to issue the license.
- c. Approval of Ordinance No. S-1033, granting an ad valorem tax exemption to Rallison, L.P., pursuant to the City of Pittsburg's Policy and Procedures adopted November 10, 1987, as authorized by Section 13, Article 11, of the Constitution of the State of Kansas, and authorization for the Mayor to sign the Ordinance on behalf of the City.
- d. Approval of a contract between the City of Pittsburg and Weis Fire and Safety Equipment in the amount of \$94,400 for the purchase of a 2016 F350 brush truck with associated tank, pump and loose equipment for use by the Pittsburg Fire Department, and authorize the Mayor to sign the contract on behalf of the City.
- e. Approval of a contract between the City of Pittsburg and CDL Electric in the amount of \$1,515.22 for the purchase and installation of graphics and radio equipment for the 2016 F350 brush truck for use by the Pittsburg Fire Department, and authorize the Mayor to sign the contract on behalf of the City.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 08, 2016
5:30 PM

- f. Approval of Agreement No. 006163012 between the South Kansas and Oklahoma Railroad Company, the City of Pittsburg, Crawford County, Kansas and the Secretary of Transportation of the State of Kansas to provide for the installation of railway-highway crossing signals, flashing light straight post type and gates at a grade crossing (DOT #423128P) on East 27th Street Terrace east of Rouse Street located in the Northeast Industrial Park with the project being funded 100% by KDOT, approval of a Resolution authorizing the Mayor and City Clerk to execute the agreement, and authorization for the Mayor and City Clerk to sign both documents on behalf of the City.
- g. Approval of Change Order No. 1 reflecting a deduct of \$3,765.00 making a new contract construction amount of \$135,618.00 and final payment in the amount of \$135,618.00 to Municipal Pipe Tool Co., Inc., of Hudson, Iowa, for the Sanitary Sewer Rehab 2015 Project in Rogers Addition from 11th Street to 14th Street West of Taylor.
- h. Approval of staff request to purchase a new Grasshopper Model 725DT Mower through the Kansas State Purchasing Contract in the amount of \$13,214.25 for use at the Water Treatment Plant, with funding for the mower coming from the Water Treatment Plant General Operating Budget, and authorize staff to issue the necessary purchase order.
- i. Approval of the Public Utilities Department request to declare the 1988 Ingersoll Rand Asphalt Roller, Equipment Code 320-011 [52-14], Model No. DD35, Serial No. 8286-S, as surplus property and to purchase a new Model CC1200 Dynapac Vibratory Asphalt Roller through the MoDOT State Purchasing Contract #3-150130TV in the amount of \$35,395.00.
- j. Approval of staff recommendation to recognize the April 22nd and August 26th, 2016, Art Walks as community events, to waive the sound ordinance during those two events, and to approve a Cereal Malt Beverage license to allow a beer garden on Broadway between 5th Street and 6th Street during the two Art Walks, with patrons under 21 to be allowed entry into the beer garden area, and authorize the City Clerk to issue the Cereal Malt Beverage license.
- k. Approval of the Appropriation Ordinance for the period ending March 8, 2016 subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 08, 2016
5:30 PM

CONSIDER THE FOLLOWING:

- a. 2016 LITTLE BALKANS FESTIVAL - Consider the request submitted by the Little Balkans Festival Committee to host the 2016 Little Balkans Festival on Broadway from 4th Street to 11th Street on September 2nd and 3rd. **Approve or disapprove request of Little Balkans Festival Committee.**

NON-AGENDA REPORTS & REQUESTS:

- a. BI-MONTHLY BUDGET REVIEW - Finance Director Jamie Clarkson will provide the February 29, 2016 bi-monthly budget review.

EXECUTIVE SESSION:

- a. EXECUTIVE SESSION - An Executive Session is necessary for discussion regarding confidential data relating to the financial affairs of a corporation. **Motion to recess into Executive Session for approximately 30 minutes for discussion regarding confidential data relating to the financial affairs of a corporation.**

ADJOURNMENT

Office of the Mayor
CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: The National Association of Women in Construction (NAWIC) was founded in 1953 in Fort Worth, Texas, gaining its national charter in 1955; and

Whereas: Knowing that women represented only a small fraction of the construction industry workforce, the founders organized NAWIC to create a support network for these women; and

Whereas: Dedicated to advancing the role of women in the construction industry, the local SEK Chapter #382 was established in 2013 with 28 members; and

Whereas: Members of the SEK Chapter #382 are active in the community by sponsoring Hearts and Hammers, Block Kids, and assisting families in need.

Now, Therefore, I, Chuck Munsell, Mayor of the City of Pittsburg, Kansas, do hereby proclaim the week of March 6th through 12th, 2016, as

WOMEN IN CONSTRUCTION WEEK IN PITTSBURG

and encourage the citizens of Pittsburg to join in recognizing the skill and expertise exhibited by women in the construction industry.

Dated this 8th day of March, 2016.

ATTEST:

City Clerk

Mayor

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 23rd, 2016

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, February 23rd, 2016, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Chuck Munsell presiding and the following members present: Michael Gray, John Kettermann and Monica Murnan. Commissioner Jeremy Johnson was absent.

Patrick Nixon, of the First Christian Church, provided the invocation.

Mayor Munsell led the flag salute.

APPROVAL OF MINUTES – FEBRUARY 9th, 2016 - On motion of Kettermann, seconded by Gray, the Governing Body approved the February 9th, 2016, City Commission Meeting minutes as submitted. Motion carried. Absent: Johnson.

DISPOSITION OF BIDS – PITTSBURG PUBLIC LIBRARY FLOOR COVERING REPLACEMENT PROJECT – On motion of Kettermann, seconded by Gray, the Governing Body approved staff recommendation to award the bid for the Pittsburg Public Library Floor Covering Replacement Project to Joplin Floor Designs, Inc., of Joplin, Missouri, based on their low bid meeting specifications of \$118,000.00, approved funding for the project to include \$59,000 from the Library Building Annuity and the remaining \$59,000 to be paid from private library funds, and authorized the Mayor and City Clerk to execute the contract documents. Motion carried. Absent: Johnson.

POLICE VEHICLE PURCHASE – On motion of Kettermann, seconded by Gray, the Governing Body approved Police Department staff request to waive the City bid policy for capital purchases in order to purchase three (3) 2016 Dodge Charger police package vehicles and two (2) 2016 Ford Explorer Police package vehicles utilizing the State of Kansas vehicle purchasing contacts as a governmental sub-unit for a total purchase price of \$137,882.80. Motion carried. Absent: Johnson.

QUIT CLAIM DEEDS – On motion of Kettermann, seconded by Gray, the Governing Body approved four Quit Claim Deeds to transfer ownership of four easements located at 1011 East Centennial to Wal-Mart Real Estate Business Trust, and authorized the Mayor to execute the Deeds on behalf of the City. Motion carried. Absent: Johnson.

ORDINANCE NO. G-1245 – On motion of Kettermann, seconded by Gray, the Governing Body adopted Ordinance No. G-1245, changing the title of the Department of Planning and Community Services to the Department of Housing and Community Development on the list of departments created and established for the administration of the affairs of the City, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Johnson.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 23rd, 2016

ORDINANCE NO. G-1246 – On motion of Kettermann, seconded by Gray, the Governing Body adopted Ordinance No. G-1246, amending Section 2-139 of the Pittsburg City Code to remove the Codes Enforcement Division from the control and supervision of the Department of Housing and Community Development, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Johnson.

ORDINANCE NO. G-1247 – On motion of Kettermann, seconded by Gray, the Governing Body adopted Ordinance No. G-1247, amending Section 2-132 of the Pittsburg City Code to place the Codes Enforcement Division under the control and supervision of the Department of Public Works and to remove the Electronics Division and Street Division from the control and supervision of the Department of Public Works, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Johnson.

ORDINANCE NO. G-1248 – On motion of Kettermann, seconded by Gray, the Governing Body adopted Ordinance No. G-1248, amending Section 2-138 of the Pittsburg City Code to place the Street Division under the control and supervision of the Department of Public Utilities, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Johnson.

ORDINANCE NO. S-1032 – On motion of Kettermann, seconded by Gray, the Governing Body adopted Ordinance No. S-1032, granting an ad valorem tax exemption to Miller's Inc., pursuant to the City of Pittsburg's Policy and procedures adopted November 10, 1987, as authorized by Section 13, Article 11, of the Constitution of the State of Kansas, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Johnson.

APPROPRIATION ORDINANCE – On motion of Kettermann, seconded by Gray, the Governing Body approved the Appropriation Ordinance for the period ending February 23rd, 2016, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Gray, Kettermann, Munsell, and Murnan. Motion carried. Absent: Johnson.

PUBLIC HEARING – PROPERTY TAX ABATEMENT – RALLISON, LP – Following Public Hearing, on motion of Kettermann, seconded by Gray, the Governing Body approved the request submitted by Rallison, LP (parent company of Progressive Products, Inc.), for a five-year tax exemption, and directed the preparation of the necessary Ordinance. Motion carried. Absent: Johnson.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 23rd, 2016

PITTSBURG LORD'S DINER PROJECT – On motion of Murnan, seconded by Ketterman, the Governing Body approved the request submitted by the Catholic Diocese of Wichita, Kansas (CDWK) for an allocation in the amount of \$130,000 from the Revolving Loan Fund (RLF) to support the Pittsburg Lord's Diner project which will serve nutritious meals every day of the year at their facility, located at 406 North Locust, with dignity and respect to anyone who is hungry and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried. Absent: Johnson.

EXECUTIVE SESSION - On motion of Murnan, seconded by Ketterman, the Governing Body recessed into Executive Session not to exceed 40 minutes for discussion regarding the confidential affairs of a corporation. Motion carried. Absent: Johnson.

The Governing Body recessed into Executive Session at 5:40 p.m.

The Governing Body reconvened into Regular Session at 5:59 p.m.

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

EXECUTIVE SESSION - On motion of Gray, seconded by Ketterman, the Governing Body recessed into Executive Session not to exceed 30 minutes for discussion regarding personnel matters of nonelected personnel. Motion carried. Absent: Johnson.

The Governing Body recessed into Executive Session at 5:59 p.m.

The Governing Body reconvened into Regular Session at 6:17 p.m.

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

ADJOURNMENT: On motion of Ketterman, seconded by Gray, the Governing Body adjourned the meeting at 6:17 p.m. Motion carried. Absent: Johnson.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

INTEROFFICE MEMORANDUM

To: City Manager Daron Hall
Chief Mendy Hulvey
From: Lieutenant Tim Tompkins
CC:
Date: March 2, 2016
Subject: Dance Hall License Renewal

The City Clerk has received a request for a Dance Hall License Renewal submitted by Mr. Graig Moore, owner of Mooreman's Inc, 1608 S. Broadway. In accordance with the renewal request, I have reviewed the calls for service for the period of March 1, 2015 through March 1, 2016. During the review period the police department received 49 calls for service, completed 8 reports for various offenses, and conducted 13 routine bar checks. It should be noted that 11 calls for service and 4 reports were associated with vehicle accidents and traffic-related issues on the parking lot, and not directly associated with the bar operation.

For comparison purposes, during the 2015 review process, the police department received 32 calls for service, completed 4 reports and conducted 9 routine bar checks. As noted above in the current calls, 3 calls for service and 1 report were associated with vehicle accidents and traffic-related issues on the parking lot, and not directly associated with the bar operation

In my opinion, the calls for services, the types of calls received, and the number of reports completed are consistent with past reviews completed as part of the Dance Hall License renewal process. Therefore, I would respectfully recommend the Dance Hall License renewal be approved by the Governing Body and the necessary license issued. Should you have any questions concerning the recommendation, please contact me.

(Published in The Morning Sun on _____, 2016)

ORDINANCE NO. S-1033

AN ORDINANCE granting an ad valorem tax exemption to Rallison, L.P., pursuant to the City of Pittsburg's Policy and Procedures adopted November 10, 1987, as authorized by Section 13, Article 11, of the Constitution of the State of Kansas.

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

Section 1: In accordance with the City's Policy and Procedures adopted on November 10, 1987, the Governing Body finds that the City has received the tax exemption application fee of \$250.00, has published notice in the official city newspaper at least seven (7) days prior to this date, has held the hearing as stated in said notice, the costs and benefits analysis has been completed and reviewed, and has received a favorable recommendation from the Economic Development Revolving Loan Fund (Sales Tax) Advisory Committee relating to the request of Rallison, L.P. for an ad valorem tax exemption on the following:

PERSONAL PROPERTY: See that part of the Rallison, L.P. tax exemption application marked and attached hereto as Attachment A which is incorporated herein by reference.

REAL PROPERTY AND IMPROVEMENTS: See that part of the Rallison, L.P. tax exemption application marked and attached hereto as Attachment A which is incorporated herein by reference.

Section 2: For good and sufficient reasons, including the findings that it is in the best interests of the public welfare, that the property for which the exemption is granted will be used exclusively for the purposes specified in Section 13 of Article 11 of the Kansas Constitution, and that the recommendation of the Economic Development Revolving Loan Fund (Sales Tax) Advisory Committee should be accepted, Progressive Products, Inc. is hereby granted an ad

valorem tax exemption starting with the 2016 tax year on said real estate, personal property and improvements for a period of up to five (5) years subject to the following criteria and conditions:

a) Rallison, L.P. make a payment in lieu of taxes based upon its personal property and the aforesaid real estate as the same existed and was valued for the most recent year prior to completing the aforesaid improvements (a copy of the assessment sheets for that year being attached hereto) in accordance with Section 9 of the City's said Policy and Procedures;

b) Rallison, L.P. submit the necessary information and a renewal application signed by a duly authorized representative of Progressive Products, Inc. prior to February 1st of each year for the City to annually review the tax exemption/incentive pursuant to the schedule set forth in Section 15 of said Policy and Procedures, a copy of which has been received by Rallison, L.P.; and

c) Rallison, L.P. pay the annual renewal fee of \$100.00 and continue to be in compliance with the conditions and provisions of said Policy and Procedures.

Section 3: Upon receipt of the exemption application to be filed with the County Appraiser, the City Clerk shall provide Rallison, L.P. with a published copy of this Ordinance for the applicant's use in filing its initial request for the tax exemption.

Section 4: This Ordinance shall take effect from and after its passage and its publication in the official city newspaper.

PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF
PITTSBURG, KANSAS, THIS ____ DAY OF _____, 2016.

Mayor – Chuck Munsell

ATTEST:

City Clerk - Tammy Nagel

(SEAL)

INTEROFFICE MEMORANDUM

To: City Manager Daron Hall

From: Fire Chief Mike Simons

CC:

Date: Tuesday, March 1, 2016

Subject: Review and sign contracts for Brush truck, graphics, and radio equipment

Bids were received on Tuesday, January 12, 2016 for the purchase of one (1) 2016 F350 Brush truck with associated tank, pump, loose equipment, graphics, and radio equipment for use by the Pittsburg Fire Department. The award of the bids was approved by the Governing Body on February 9, 2016 to the following venders:

- Truck base bid and alternates 1 – 20 to Weis Fire and Safety Equipment of Salina, Kansas based on their total bid of \$94,400.00.
- Graphics and Radio equipment to CDL Electric of Pittsburg based on their total bid of \$1,515.22.

I have attached the associated contracts for your review, approval, and necessary signing by the Mayor.

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

Attachment: Contract with Weis Fire for the brush truck and the contract with CDL electric for the graphics and radio equipment.



Pittsburg Fire Department

Brush Fire Truck Contract Documents

CONTACT PERSON:

Mike Simons, *Fire Chief*

911 W. 4th Street • Pittsburg, KS 66762

Office: 620-230-5596 * Fax: 620-230-5574 * mike.simons@pittks.org



NOTICE OF AWARD

Date of Issuance: 2/9/16
Owner: City of Pittsburg
Owner's Contract No.: 15-PF-025
Project: Brush Fire Truck
Bidder: Weis Fire & Safety Equipment Co., Inc.
Bidder's Address: 111 E. Pacific, Salina, KS 67402-3467

TO BIDDER:

You are notified that Owner has accepted your Bid dated January 12, 2016 for the above contract, and that you are the Successful Bidder and are awarded a Contract for: Brush Fire Truck.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver with the executed Agreement(s) the additional forms attached as required by CDBG.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the agreement, together with any additional copies of the Contract Documents.

Owner: City of Pittsburg, KS

Authorized Signature

By: 

Title: FIRE CHIEF

Notice to Proceed

Date: March 8 2016

Project: Fire Brush Truck

Owner: City of Pittsburg, KS

Owner's Contract Number: 15-PF-025

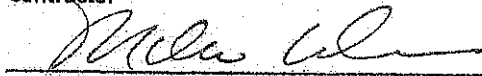
Contractor: Weis Fire & Safety Equipment Co., Inc.

Contractor's Address: 111 E. Pacific, Salina, KS 67402-3457

You are notified that the Contract Time under the above Contract will commence to run on 2-23-16. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the work under this contract shall be fully complete with 240 consecutive calendar days; corresponding to a date on 10-20-16.

Wels Fire & Safety Equipment Co., Inc.

Contractor



Authorized Signature

President

Title

March 8th 2016

Date

City of Pittsburg, Kansas

Owner

Authorized Signature

Title

Date

Bid Form

Date

7/5/16

BASE BID

I/We, of

Weis Fire & Safety Equipment Co.

do hereby agree to furnish the Brush Fire Truck (to include chassis, tank, pump controls, pump, plumbing, dual booster reels and hoses, fire attack bed, front grill guard, winch, electrical, emergency lighting system, and striping), in accordance with your specifications, F.O.B. City of Pittsburg, Kansas, built in accordance with listed specifications and equipped as indicated, for the sum of Eighty Three Thousand one hundred and ninety five Dollars (\$ 83,195.00).

Delivery will be made 210 - 240 days after award of the bid.

ADD ALTERNATES - OPTIONAL EQUIPMENT

I/we further agree to furnish the following optional equipment for the amounts listed:

Description	Quantity	Price Per Unit	Total Price
ADD ALTERNATE 1 Upper Body Compartments	2 Each	\$ <u>772.00</u>	\$ <u>1544.00</u>
ADD ALTERNATE 2 Under Body Compartments	2 Each	\$ <u>429.00</u>	\$ <u>858.00</u>
ADD ALTERNATE 3 Compartment Lights w/Warning Light Alarm	1 L.S.	\$ <u>N/C included</u>	\$ <u>N/C included</u>
ADD ALTERNATE 4 Underbody Ground Lights	1 L.S.	\$ <u>N/C included</u>	\$ <u>N/C included</u>
ADD ALTERNATE 5 Stihl Chainsaw 261	1 Each	\$ <u>749.99</u>	\$ <u>749.99</u>
ADD ALTERNATE 6 Stihl BR550 Blower Packs	2 Each	\$ <u>562.49</u>	\$ <u>1124.98</u>
ADD ALTERNATE 7 Akron Brass 6' Fiberglass Pipe Poles w/D Handle	2 Each	\$ <u>78.69</u>	\$ <u>157.38</u>
ADD ALTERNATE 8 Akron Brass 6' Rubbish Hooks w/D Handle	2 Each	\$ <u>105.71</u>	\$ <u>211.42</u>
ADD ALTERNATE 9 Stainless Steel Indian Water Back Packs	2 Each	\$ <u>424.29</u>	\$ <u>848.58</u>
ADD ALTERNATE 10 600 Feet Double Jacketed 1" Forestry Hose	100 Foot Section	\$ <u>222.86</u>	\$ <u>1337.16</u>
ADD ALTERNATE 11 Akron Brass 48" Square Shovel w/D Handle	1 Each	\$ <u>47.72</u>	\$ <u>47.72</u>
ADD ALTERNATE 12 30" ProBar Halligan Tool	1 Each	\$ <u>250.00</u>	\$ <u>250.00</u>
ADD ALTERNATE 13 Akron Brass 6 lb. Flat Head Axe	1 Each	\$ <u>52.23</u>	\$ <u>52.23</u>

ADD ALTERNATE 14 Akron Brass 6 lb. Pipe Head Axe	1 Each	\$ <u>55.54</u>	\$ <u>55.54</u>
ADD ALTERNATE 15 Spanner Set w/Hydrant Wrench	1 Each	\$ <u>92.59</u>	\$ <u>92.59</u>
ADD ALTERNATE 16 50 Sections of 3/8" Grade 80 Chain w/Hooks on Both Ends	2 Each	\$ <u>407.09</u>	\$ <u>814.18</u>
ADD ALTERNATE 17 Wildland Wheel Chocks	1 Each	\$ <u>147.86</u>	\$ <u>147.86</u>
ADD ALTERNATE 18 LED Stream Light Flashlights w/Vehicle Chargers	2 Each	\$ <u>188.83</u>	\$ <u>377.66</u>
ADD ALTERNATE 19 1" Akron Brass 1702 Nozzles	2 Each	\$ <u>827.14</u>	\$ <u>1654.28</u>
ADD ALTERNATE 20 1-1/2" Akron Brass 1720 Nozzle	1 Each	\$ <u>876.43</u>	\$ <u>876.43</u>

THE CITY OF PITTSBURG, KANSAS RESERVES THE RIGHT TO ACCEPT THE BEST BID, REJECT ANY AND/OR ALL BIDS AND TO WAIVE ANY IRREGULARITY IN ANY BID. THE CITY OF PITTSBURG ALSO RESERVES THE RIGHT TO PICK AND CHOOSE AMONG THE VARIOUS BIDDERS.

FIRM NAME Weis Fire & Safety Equipment Co.

ADDRESS 111 E. Pacific

CITY Salina STATE Kansas ZIP CODE 67401

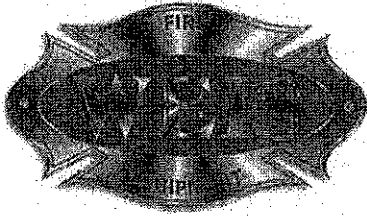
TELEPHONE NO. 785 825-9527

EMAIL jenn.a@weisfiresafety.com

BY Jennifer Ames
(Authorized Signature)

PRINTED NAME Jennifer Ames

TITLE Contract Administrator



Weis Fire & Safety Equipment Co., Inc.

111 E. Pacific * P.O. Box 3467 * Salina, Kansas 67402-3467

785-825-9527 * 1-888-689-9347 * 785-825-9538 Fax

www.weisfiresafety.com

"It's a Weis choice"

WEIS FIRE SAFETY CONTRACT

AGREEMENT, Made this 8th Day of February 2016, between **WEIS FIRE AND SAFETY EQUIPMENT COMPANY INC.** (Hereafter known as Weis Fire and Safety) and the **Pittsburg Kansas Fire Department** (Hereafter know as the **BUYER**) in accordance with the conditions written below and the specifications and addendum (s) attached, which are made part of the contract. This agreement does not become binding until it is agreed to and accepted in writing and is properly signed by an officer of Weis Fire and Safety.

TERMS OF PAYMENT-The Buyer agrees to purchase One (1) Weis Fire Quick Attack 250 on a 2016 Ford F-350 chassis for the total sum of, not to exceed, \$94,400.00 does not include any taxes (IF APPLICABLE) to be paid in full, **UPON DELIVERY AND ACCEPTANCE OF THE APPARATUS**. The vehicle shall not be released to the **BUYER** until payment is made. Purchaser will be responsible for paying any applicable sales tax to federal, state or local agency, tax *not* included in this price.

Payment shall be made directly to Weis Fire and Safety. No checks or any other form of payment shall be made to any sales representatives, dealers, agents, etc... except on presentation, in writing of an express power of attorney, executed by an officer of Weis Fire and Safety, authorizing payment to any other party on behalf of Weis Fire and Safety.

IF THESE PAYMENT TERMS ARE NOT STRICTLY ADHERED TO, WEIS FIRE AND SAFETY SHALL ASSESS A DAILY INTEREST CHARGE BASED ON AN ANNUAL PERCENTAGE RATE OF 18% ON THE UNPAID BALANCE. IF MORE THAN ONE VEHICLE IS COVERED BY THIS CONTRACT AND THE VEHICLES ARE SHIPPED ON DIFFERENT DATES, THE TERMS STATED ABOVE SHALL APPLY TO EACH VEHICLE.

TERMS OF PAYMENT:

Net due upon completion.

DELIVERY-Delivery shall be **F.O.B. Salina Kansas**, within **240** calendar days from contract acceptance by Weis Fire and Safety. Weis Fire and Safety shall not be held liable for damages from its failure to make of delay in making deliveries as a result of fire, flood, riots, strikes, chassis shortages or delays caused by its suppliers, any acts of God, or any other circumstances beyond Weis Fire and Safety control.

In the event of a conflict in terms between Weis Fire's contract and the bid specifications, the bid specifications shall prevail.

Weis Fire and Safety complies with all civil rights laws and regulations.

INSPECTION-The BUYER shall inspect the apparatus immediately upon delivery and shall give written notice within Ten (10) days of any defects. The vehicle shall be deemed accepted if the BUYER fails to give such notice. The BUYER expressly waives any rights the BUYER may have to revoke acceptance after the Ten (10) day period.

AMENDMENT(S)-No modifications, alterations, additions, deletions, or any other changes in the terms hereof shall be binding on either party unless reduced in writing and properly executed by a duly authorized officer of Weis Fire and Safety and a representative of the BUYER..

GOVERNING LAW-This Agreement shall be constructed and interpreted and its performance shall be governed by the laws of the state in which the manufacturer is domiciled.

AGREED this 8 Day of March 20 16

SIGNED BY _____

PRINT NAME _____

NAME, ADDRESS AND PHONE NUMBER OF FIRE DEPARTMENT:

Pittsburg Fire Department
911 W. 4th Pittsburg, KS 66702
(620) 231-1870

NAME AND PHONE NUMBER OF PERSON DISBURSING FUNDS:

Jamie Clarkson (620) 230-5607

ACCEPTED THIS _____ DAY OF _____ 20 _____

WEIS FIRE AND SAFETY

SIGNED: _____

BY: _____

TITLE: _____

Brush Fire Truck

Technical Specifications

GENERAL INFORMATION

The proposed apparatus will be constructed to withstand the severe and continuous use encountered during emergency firefighting services. The apparatus shall be of the latest type, carefully designed and constructed with due consideration to the nature and distribution of the load to be sustained.

These specifications detail the proposal for general design criteria of cab and chassis components, fire pump and related components, water tank, fire body, electrical components painting, and equipment.

GENERAL CONSTRUCTION

The proposed apparatus, assemblies, subassemblies, component parts, etc., will be designed and constructed with the due consideration to the nature and distribution of the load to be sustained and to the general characteristic of the service to which the apparatus is subject to when placed in service. All parts of the apparatus will be designed with a factor of safety, which is equal to or greater than that which is considered standard and acceptable for this class of equipment in firefighting service. All parts of the proposed apparatus will be strong enough to withstand general service under full load. The apparatus will be so designed with the various parts and readily accessible for lubrication, inspection, adjustment, and repair. The apparatus will be designed and constructed, and the equipment mounted, with due consideration to distribution of the load between front and rear axles that all specified equipment, including full water tank, loose equipment, and firefighters will be carried without overloading or injuring the apparatus.

BASE BID

The Base Bid includes one bid price for chassis, tank, pump controls, pump, plumbing, dual booster reels and hoses, fire attack bed, front grill guard, winch, electrical, emergency lighting system, and striping. Any substitutions or variations to the make or model of listed equipment must be noted and the substitutions or variations will be considered.

OPTIONAL EQUIPMENT

The following equipment is optional and must be priced separately. Any substitutions or variations to the make or model of listed equipment must be noted and the substitutions or variations will be considered.

1. Itemized bid price for two (2) upper body compartments.
2. Itemized bid price for two (2) under body compartments.
3. Itemized bid price for compartment lights with warning light alarm.
4. Itemized bid price for underbody ground lights.
5. Itemized bid price for each piece of loose equipment.

CHASSIS

2016 Ford F-350 Super Duty Chassis

Color - Ford Race Red

Crew Cab - Dual Rear Wheel Chassis

4 X 4 – Electric Shift on the Fly

176.2" WB

60" CA

6.2L Gasoline Engine

6-Speed Automatic Transmission

XL Trim

Cruise Control

Tilt Steering

Heavy Duty Vinyl Floorboard

Grey Vinyl 40/20/40 Front Seats

Rear Vinyl Bench Seat

AM/FM Stereo

14,000 GVWR

4.30 Limited Slip Rear End

Air conditioning

Single 175 amp alternator

Jewel Headlamps

17" SS Chrome Simulators

All Terrain Tires

TANK

The tank shall have a capacity of 250 gallons and shall include the following features:

- Fill tower with removable screen located at passenger rear corner.
- Sump with anti-swirl plate and drain fitting.
- 3.0" vent and overflow pipe.
- 1.5" refill fitting.
- 3.0" tank suction.
- Liquid level sight gauge.
- The outside of the tank shall be black.
- Mounting strips shall be molded to the bottom of the tank to allow mounting to aluminum fire body.

The tank shall have a lifetime warranty. A copy of the warranty shall be provided with the apparatus.

REAR MOUNT PUMP CONTROLS

All pump controls shall be provided at the rear of the apparatus.

The rear mount control panel will have all pumping functions.

The pump panel shall be constructed out of .125" smooth aluminum plate and shall have a DA sanded finish.

The pump panel shall be provided with a LED panel light.

The tank to pump line shall be operated at the rear of the apparatus.

Each discharge shall be properly function labeled.

PUMP

The pump shall be a Hale Model HPX200-B18 powered by an 18hp Briggs and Stratton gasoline engine with the following features:

- 4.0" Victaulic inlet.
- 2.5" outlet with bolt on flange.
- Electric start.
- Pump panel.
- 2.5" compound gauge.
- Vernier throttle control.
- Primer controls.
- Exhaust primer.
- Low oil pressure light.
- The fire pump shall have the following performance:
 - 240 GPM @ 10 PSI

- 225 GPM @ 50 PSI
- 150 GPM @ 100 PSI
- 110 GPM @ 125 PSI

The pump shall be located at the rear of the apparatus.

The fuel supply for the fire pump shall be directly plumbed into the chassis fuel system.

An auxiliary fuel pump and one way fuel check valve shall be provided in the fuel supply plumbing between the chassis fuel cell and fire pump.

PLUMBING

All plumbing shall be heavy duty welded stainless steel plumbing.

When necessary, high pressure hose shall be used with stainless steel fittings. The stainless steel plumbing shall have a 10 year warranty.

A 4.0" 7GA 304 stainless steel vertical square manifold shall be utilized.

All discharges shall be plumbed from this manifold.

The manifold shall have one (1) 2.5" Victaulic fitting for the 2.5" plumbing from the pump.

The manifold shall have one (1) 1.5" 4-bolt flange for the rear 1.5" discharge.

The manifold shall have two (2) 1.0" 4-bolt flanges for the booster reels.

The entire discharge plumbing system shall be load tested for three hours prior to installation. This is to insure that the entire plumbing system will not leak and to insure the safety of all fire department personnel.

The discharge plumbing from the pump to the manifold will be plumbed with 2.5" pipe.

There will be a 1.5" discharge provided at the rear of the apparatus.

This discharge shall be provided with a 1.5" FNH x 1.0" MNH adapter with cap and chain.

All discharge valves shall be heavy duty, full flow, fire service quality quarter turn ball valves.

The tank to pump line shall be plumbed with 2.5" plumbing.

A wire reinforced flexible connection shall be used to provide ease of service and to reduce vibration.

The tank to pump valve shall be a 2.5" heavy duty, full flow, fire service quality quarter turn ball valve.

There shall be a 2.5" non-gated suction with a 2.5" chrome plated plug and chain.

NOTE: Only Akron style full flow quarter turn ball valve shall be used for suction and discharge lines.

The 1.0" tank fill and recirculating line shall utilize a 1.0" Class 1 quarter turn ball valve.

DUAL BOOSTER REELS

Two (2) Hannay EF-20-30-31-12 heavy duty electric rewind booster reels will be provided with 150' of 1.0" lightweight booster hose. (No nozzle provided).

- One (1) at the passenger side of the fire body located behind the headache rack; and
- One (1) at the driver side of the fire body, located behind the headache rack.

The booster reel shall be plumbed with high pressure hose with stainless steel fittings

The booster reel will be provided with one (1) rewind switch located at the booster.

The booster reel shall be provided with a single chrome hose roller and spool assembly.

A 40 amp circuit breaker will be provided for the booster reel.

QUICK ATTACK FIRE BODY

The fire body shall be constructed of entirely of heavy duty extruded aluminum and will have a fifteen (15) year structural warranty.

The perimeter of the body shall be constructed of a heavy duty 6061T5 custom aluminum extrusion.

The deck plate shall be stitch welded on the bottom side of the extrusion.

The cross members shall be 2.0" x 4.0" 6061T6 extruded aluminum tube on 12" centers for rigidity and longevity.

There shall be no less than eight (8) aluminum 2.0" x 4.0" cross members

The sills shall be 6.0" steel channel.

The body sills shall be mounted to the frame utilizing a 6-point mounting system.

There shall be .125" aluminum diamond plate covering the entire upper surface of the body.

The fire body shall be 108" long x 96" wide.

There shall be headache rack at the front of the body that will also serve as a light bar mounting platform.

The headache rack shall be constructed with 2.0" x 2.0" thick wall aluminum tubing and will have .125" diamond plate covering the bottom half on the front and back side and expanded aluminum on the top half.

The light bar platform shall be constructed of .250" aluminum plate shall be properly gusseted.

The light bar platform shall be 10" x 60".

A 108" deep x 30" wide x 5.5" high tool compartment at rear of the apparatus with a horizontally hinged, drop down door shall be provided. This compartment shall be provided with a rear pull out tray for underbody storage of department supplied shovels, brooms, rakes, hard suction hose, etc.

All stop, turn, back up, corner, and DOT lights shall be provided.

The stop, turn, and brake lights shall be LED.

A flush mounted fuel fill hole will be provided for one (1) fuel tank.

The fuel fill shall be located on the body next to the pump in a vertical manner to facilitate easy filling of the fuel tank.

It shall NOT be located on the side of the body.

An "Unleaded Fuel Only" label shall be provided next to the fuel filler cap.

Mud flaps shall be installed behind the rear wheels. The mud flaps shall say "KEEP BACK 500 FEET".

FRONT GRILL GUARD

There shall be a custom designed one piece heavy duty grill guard provided at the front of the apparatus.

The front grill guard shall have an integral 2.0" receiver tube.

The bumper shall have a black textured powder coat finish.

WINCH

A Ramsey QM-9000 quick mount winch shall be provided with receiver tubes and electrical quick connects located at the front and rear of the apparatus.

ELECTRICAL

The entire wiring system shall be entirely composed of high grade commercial quality wiring harnesses that shall be color coded and function coded throughout. An electrical sub panel shall be located behind the passenger seat.

The apparatus wiring harnesses shall be connected to the electrical sub panel utilizing Deutsch connectors.

A wiring diagram shall be provided with the apparatus.

EMERGENCY LIGHTING SYSTEM

An emergency lighting system consisting of the following shall be provided.

Code 3 NFPA LED 58" light bar (red) shall be mounted on the headache rack located at the front of the fire body.

Eight (8) Code 3 TREX LED flashing lights shall be provided. The LED lights shall be located two (2) red at the front of the apparatus mounted on the grill, two (2) red at the rear of the apparatus, two (2) red on the sides of the front fenders (one (1) each side), and two (2) red on the sides of the fire body (one (1) each side).

There shall be two (2) Code 3 ARCH LED beacon lights (red) at the rear of the apparatus on mounting brackets located on the rear corners of the tank.

A Code 3672L4 full function 100 watt siren / switch module shall be provided.

A Code 3 US206 100 watt speaker shall be mounted at the front bumper.

There shall a Code 3 711 alternating flasher installed for the headlights.

A Code 3 D97H back up alarm shall be provided.

All emergency lights shall be controlled from a Code 3 siren / switch module located inside the aluminum console.

A custom aluminum console shall be provided to house the siren / switch module, customer supplied radio. The custom center console shall be provided with 2 cup holder and a map pocket at the rear.

There will be two (2) LED work lights provided, mounted at the rear of the apparatus facing the rear of the truck for night time operation and will be switched at the switch module in the cab.

STRIPING

There shall be a 3.0" Scotch lite reflective stripe provided within the perimeter fire body extrusion.

There shall be red/gold Chevron striping at the rear of the fire body.

OPTIONAL EQUIPMENT:

The following equipment is optional and must be priced separately.

COMPARTMENTS

There shall be two (2) upper body compartments located one (1) on each side of the fire body.

Dimensions for the passenger side compartment shall be 48"W x 24"H x 24"D
Dimensions for the driver side compartment shall be 48"W x 24"H x 24"D.

The compartment door latches shall be T- latches.

The body of the compartments shall be constructed of smooth aluminum.

The compartment doors shall be aluminum diamond plate.

Each upper body compartment and adjustable shelf shall be provided with Dri-Dek tiles.

There shall be two (2) under body compartments located one (1) on each side of the fire body, 16"H x 20"D x 30"W with drop down doors and cable stops.

Each compartment shall be mounted to the under-side of the fire body between the chassis' cab and the rear tires.

Each compartment is to be constructed of aluminum diamond plate.

Each compartment shall have Dri-Dek tiles.

COMPARTMENT LIGHTS

Each upper body compartments shall have two (2) LED compartment lights (one (1) on each side of the compartment opening) that shall automatically come on when the compartment door is opened.

The upper body compartment doors shall be wired to an LED open door warning light and alarm that shall be located in the cab. The open door warning light shall be activated anytime a compartment door is open. The open door warning light AND alarm shall be activated anytime a compartment door is opened and the chassis' transmission is shifted out of park.

UNDERBODY GROUND LIGHTS

There shall be eight (8) underbody ground lights provided, located one (1) under each corner for the fire body and one (1) under each cab door.

These lights shall be automatically activated when the chassis' transmission is shifted into park and shall automatically de-activate when the chassis' transmission is shifted out of park.

LOOSE EQUIPMENT

- 1 – Stihl chainsaw 261
- 2 – Stihl BR550 Blower packs
- 2 – Akron Brass 6' fiberglass pike poles with D handle
- 2 – Akron Brass 6' rubbish hooks with D handle
- 2 – Stainless steel Indian water back packs
- 600' – Double jacketed 1" forestry hose
- 1 – Akron Brass 48" Square shovel with D handle
- 1 – 30" ProBar Halligan tool
- 1 – Akron Brass 6 lb. Flat head axe
- 1 – Akron Brass 6lb. Pike head axe
- 1 – Spanner set with hydrant wrench
- 2 – 50' sections f 3/8" grade 80 chain with hooks on both ends
- 1 – Wildland wheel chocks
- 2 – LED Stream light flashlights with vehicle chargers.
- 2 – 1" Akron Brass 1702 nozzles
- 1 – 1-1/2" Akron Brass 1720 nozzle



General Conditions

It is understood by the bidder that the City is exempt from state sales tax and federal excise tax and, therefore, the net amount of the bid should not reflect these items.

The bidder agrees that acceptance of any quotation by the City within a reasonable period of time constitutes a contract.

The City of Pittsburg reserves the right to accept the best bid, reject any and/or all bids and the right to waive any irregularity in any bid. Bids received after the designated closing time will be returned unopened.

Requirements of Bid

1. The "City" as used in these specifications shall refer to the City of Pittsburg, Kansas.
2. Sealed proposals are desired from reputable makers of automobile fire apparatus in accordance with these specifications for the piece of apparatus and optional equipment listed:

BASE BID:

Brush Fire Truck to include chassis, tank, pump controls, pump, plumbing, dual booster reels and hoses, fire attack bed, front grill guard, winch, electrical, emergency lighting system, and striping. Any substitutions or variations to the make or model of listed equipment must be noted and the substitutions or variations will be considered.

OPTIONAL EQUIPMENT:

The following equipment is optional and must be priced separately. Any substitutions or variations to the make or model of listed equipment must be noted and the substitutions or variations will be considered.

1. Two (2) upper body compartments located one (1) on each side of the fire body.
 2. Two (2) under body compartments located one (1) on each side of the fire body.
 3. Compartment lights with warning light alarm.
 4. Underbody ground lights.
 5. Loose equipment.
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Attachment to Bid Specifications

In addition to the rules and regulations mentioned previously herein, the Contractor hereby is notified of the following requirements regarding civil rights.

Title VIII of the Civil Rights Act of 1968, as amended

Title VIII of the Civil Rights Act of 1968 provides that no person shall, on the basis of race, color, religion, national origin, handicap or familial status, be discriminated against in housing (and related facilities) provided with Federal assistance or leading practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

Section 503 of Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in Contractor employment. All recipients of Federal funds must certify to the following through all contracts issued:

Affirmative Action for Handicapped Workers

- a. The Contractor will not discriminate against any employee or regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

Age Discrimination Act of 1975

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

Section 912 of the Cranston-Gonzales National Affordable Housing Act amended Section 109 (a) of the HCD Act to prohibit discrimination on the basis of religion.

Kansas Act Against Discrimination

It is a policy of the State of Kansas that requires all employers, labor organizations, employment agencies, realtors, financial institutions, or other persons covered by this Act to assure equal opportunities and encourage every citizen regardless of race, religion, color, sex, age, physical disability, national origin, or ancestry, to secure and hold — without discrimination, segregation, or separation — employment in any field of work or labor for which they are properly qualified, the opportunity for full and equal public accommodations, and to assure full and equal opportunities in housing.

SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS, AND REGULATIONS
(Applicable to construction)

CDBG grantees must ensure all project activities will be administered in compliance with all civil rights laws and regulations. The following are summaries of those parts of the civil rights laws and regulations applicable to CDBG activities.

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109, Housing and Community Development (HCD) Act of 1974, as amended, provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or subjected to discrimination under, any program or activity receiving federal financial assistance.

Fair Housing Amendments of 1988 added handicapped (disabled) individuals and families with children to the list of protected status categories.

Executive Order 11063, as amended, directs all departments and agencies to take all action necessary and appropriate to prevent discrimination in housing and related facilities owned or operated by the federal government or provided with federal financial assistance and in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans insured or guaranteed by the federal government.

Kansas Act Against Discrimination. It is a policy of the State of Kansas that requires all employers, labor organizations, employment agencies, realtors, financial institutions, or other persons covered by this Act to assure equal opportunities and encourage every citizen regardless of race, religion, color, sex, age, physical disability, national origin, or ancestry, to secure and hold — without discrimination, segregation, or separation — employment in any field of work or labor for which they are properly qualified, the opportunity for full and equal public accommodations, and to assure full and equal opportunities in housing.

Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located, contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.

Executive Order 11246, as amended, provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of federal or federally-assisted construction contracts in excess of \$10,000. The following civil rights requirements also apply to CDBG grantee performance: grantees shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally-assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors on federal or federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or retirement advertising, layoff or termination, rates of pay, or other forms of compensation and selection or training and apprenticeship.

Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment. All recipients of federal funds must certify to the following through all contracts issued:

Affirmative Action for Handicapped Workers

1. The contractor will not discriminate against any employee in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to make affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.
2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the contractor's noncompliance with the requirements of this clause, action for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in the form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Section 912 of the Cranston-Gonzales National Affordable Housing Act, as amended, Section 109 (a) of the HCD Act to prohibit discrimination on the basis of religion.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the contract documents for all subcontractors at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

March 8th, 2016
Date


Contractor

CERTIFICATION OF OWNER'S ATTORNEY

I, the undersigned, _____
the duly authorized and acting legal representative of _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon, and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

(Signature)

(Date)

E-Verify Contract Language for New Agreements:

Contract Clause:

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Kansas and all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the client.

E-VERIFY

Project No: 16-413
City/County of Salina, Saline County
Project Description: Weis Fire Quick Attack

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Kansas; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the client.

Company/Firm: Weis Fire & Safety Equipment Company
Authorized Signature: [Signature]
Title: President
Date: 3/08/2016



Pittsburg Fire Department

Radio Equipment and Graphics Contract Documents

CONTACT PERSON:

Mike Simons, *Fire Chief*

911 W. 4th Street • Pittsburg, KS 66762

Office: 620-230-5596 • Fax: 620-230-5574 • mike.simons@pittks.org



NOTICE OF AWARD

Date of Issuance: 2/9/16
Owner: City of Pittsburg
Owner's Contract No.: 15-PF-025
Project: Graphics & Radio Equipment
Bidder: CDL Electric of Pittsburg
Bidder's Address: 1308 N. Walnut, Pittsburg, KS 66752

TO BIDDER:

You are notified that Owner has accepted your Bid dated January 12, 2016 for the above contract, and that you are the Successful Bidder and are awarded a Contract for: Graphics and Radio Equipment.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver with the executed Agreement(s) the additional forms attached as required by CDBG.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the agreement, together with any additional copies of the Contract Documents.

Owner: City of Pittsburg, KS

Authorized Signature

By: 

Title: Fire Chief

Notice to Proceed

Date: March 8, 2016

Project: Radio Equipment and Graphics

Owner: City of Pittsburg, KS

Owner's Contract Number: 15-PF-025

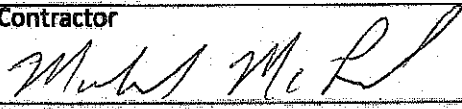
Contractor: CDL Electric of Pittsburg

Contractor's Address: 1308 N. Walnut, Pittsburg, KS 66762

You are notified that the Contract Time under the above Contract will commence to run on 3/8/16. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the work under this contract shall be fully complete with 3/8/16 consecutive calendar days; corresponding to a date on 11/1/16.

CDL Electric

Contractor



Authorized Signature

General

Title

3/8/2016

Date

City of Pittsburg, Kansas

Owner

Authorized Signature

Title

Date



General Conditions

It is understood by the bidder that the City is exempt from state sales tax and federal excise tax and, therefore, the net amount of the bid should not reflect these items.

The bidder agrees that acceptance of any quotation by the City within a reasonable period of time constitutes a contract.

The City of Pittsburgh reserves the right to accept the best bid, reject any and/or all bids and the right to waive any irregularity in any bid. Bids received after the designated closing time will be returned unopened.

Bid Form

Date 12-22-15

I/We, of CDL ELECTRIC CO, INC.
do hereby agree to furnish general design and installation of the graphics and of the radio equipment and associated antenna, in accordance with your specifications, for the following amounts:

Graphics	\$ <u>847.00</u>
Radio Equipment	\$ _____


FIRM NAME CDL ELECTRIC CO INC

ADDRESS 1308 N WALNUT ST

CITY PITTSBURG STATE ILS ZIP CODE 46762

TELEPHONE NO. 620-231-6420

EMAIL chris.harris@cdl-electric.com

BY 
(Authorized Signature)

PRINTED NAME CHRIS HARRIS

TITLE SALES MANAGER



COMPANY; Pittsburg Fire Dept.
ATT; Mike Simons
ADDRESS; 911 W. 4th St
CITY, ST. ZIP Pittsburg, KS 66762
PHONE; 620-230-5596
EMAIL;

DATE; 12/17/2015 QUOTE #
SALESPERSON NAME; Chris Harris
PHONE; 620-231-6420 MOBILE; 620-704-2128
EMAIL; chris.harris@cdl-electric.com

PROJECT LOCATION;
Same

DESCRIPTION & TYPE;
Apply high performance vinyl on 2016 F350
Super duty with Crew Cab

CDL Electric proposes to install high-performance customer approved vinyl graphics on 2016 F350 Super duty with Crew Cab

Lifetime Warranty on all Vinyl installed

Bid Price: \$847.00

(Tax not included)

We propose hereby to furnish material, labor and permits complete in accordance with above specifications

Payment to be made as follows: 50% down and balance upon completion of job

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal - the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Note: this proposal may be withdrawn by us if not accepted within 30 days

Date of Acceptance: Authorized Signature:

Authorized CDL Electric Co., Inc. Signature:



General Conditions

It is understood by the bidder that the City is exempt from state sales tax and federal excise tax and, therefore, the net amount of the bid should not reflect these items.

The bidder agrees that acceptance of any quotation by the City within a reasonable period of time constitutes a contract.

The City of Pittsburgh reserves the right to accept the best bid, reject any and/or all bids and the right to waive any irregularity in any bid. Bids received after the designated closing time will be returned unopened.

Bid Form

Date

12/23/2015

I/We, of

CDL ELECTRIC CO., INC.

do hereby agree to furnish general design and installation of the graphics and of the radio equipment and associated antenna, in accordance with your specifications, for the following amounts:

Graphics	\$
Radio Equipment	\$ <u>668,22</u>

FIRM NAME

CDL Electric CO., INC.

ADDRESS

1308 N WALNUT Street

CITY

Pittsburg

STATE

KS

ZIP CODE

66762

TELEPHONE NO.

620-308-6507

EMAIL

Mike.McLeod@CDL-Electric.com

BY

Michael McLeod

(Authorized Signature)

PRINTED NAME

Michael McLeod

TITLE

Director of Emergency Services & Security

CDL

ESTIMATE

CDL ELECTRIC, INC.

DATE: JANUARY 4, 2016

1308 N WALNUT STREET PITTSBURG, KS 66762
 Phone (620)231-6420 OR (620) 620-308-6507
 [e-mail] mike.mcleod@cdl-electric.com

EXPIRATION DATE [DATE]

TO PITTSBURG FIRE
 911 W 4 TH STREET
 PITTSBURG KS 66762
 620-231-1870

Description Of WorkINSTALL NEW RADIO AND TEST

SALESPERSON	JOB	PAYMENT TERMS	OWNER/JOB LOCATION
Mike McLeod			PITTSBURG KS

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	NEW CM300D RADIO BY MOTOROLA	448.22	448.22
1	NEW ANTENNA	55.00	55.00
	LABOR 3 HOURS	55.00	165.00
	C L L C R C		
	PARTS AND LABOR		668.22
	SUBTOTAL	668.22	
	SALES TAX		
	TOTAL		

Any Question Please contact me. Office (620) 308-6507 or 260-687-3979

Quotation prepared by: _____

Any alteration or deviation from above specifications involving extra cost or devices will be executed only upon written Orders, and will become an extra charge over and above the estimate. All information on this sheet is accurate.

To accept this quotation, sign & Date here and return: _____

THANK YOU FOR YOUR BUSINESS!

CONTRACT

THIS AGREEMENT, made this 8 day of March 2016, between CDL Electric of Pittsburg (Hereafter known as CDL Electric) and the Pittsburg Kansas Fire Department (Hereafter known as the BUYER) in accordance with the conditions written below and the specifications and addendum (s) attached, which are made part of the contract. This agreement does not become binding until it is agreed to and accepted in writing and is properly signed by an officer of CDL Electric.

TERMS OF PAYMENT-The Buyer agrees to purchase graphics and radio equipment for the total sum of, not to exceed, \$1,515.22 does not include any taxes (IF APPLICABLE) to be paid in full, UPON DELIVERY AND ACCEPTANCE OF THE APPARATUS. Buyer will be responsible for paying any applicable sales tax to federal, state or local agency, tax *not* included in this price.

Payment shall be made directly to CDL Electric. No checks or any other form of payment shall be made to any sales representatives, dealers, agents, etc... except on presentation, in writing of an express power of attorney, executed by an officer of CDL Electric, authorizing payment to any other party on behalf of CDL Electric.

IF THESE PAYMENT TERMS ARE NOT STRICTLY ADHERED TO, CDL ELECTRIC SHALL ASSESS A DAILY INTEREST CHARGE BASED ON AN ANNUAL PERCENTAGE RATE OF 18% ON THE UNPAID BALANCE. IF MORE THAN ONE VEHICLE IS COVERED BY THIS CONTRACT AND THE VEHICLES ARE SHIPPED ON DIFFERENT DATES, THE TERMS STATED ABOVE SHALL APPLY TO EACH VEHICLE.

TERMS OF PAYMENT:
Net due upon completion.

CDL Electric hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed" to the Buyer and to fully complete the project within 30 consecutive calendar days thereafter. CDL Electric further agrees to pay, as liquidated damages, the sum of \$ 0 for each consecutive calendar day thereafter.

CDL Electric complies with all civil rights laws and regulations.

INSPECTION-The BUYER shall inspect the apparatus immediately upon delivery and shall give written notice within Ten (10) days of any defects. The vehicle shall be deemed accepted if the BUYER fails to give such notice. The BUYER expressly waives any rights the BUYER may have to revoke acceptance after the Ten (10) day period.

AMENDMENT(S)-No modifications, alterations, additions, deletions, or any other changes in the terms hereof shall be binding on either party unless reduced in writing and properly executed by a duly authorized officer of CDL Electric and a representative of the BUYER.

GOVERNING LAW-This Agreement shall be constructed and interpreted and its performance shall be governed by the laws of the state in which the manufacturer is domiciled.

In the event of a conflict in terms between CDL Electric's contract and the bid specifications, the bid specifications shall prevail.

AGREED this 8 Day of March 2016

SIGNED BY _____

PRINT NAME _____

NAME, ADDRESS AND PHONE NUMBER OF FIRE DEPARTMENT:

Pittsburg Fire Department
911 W 4th Pittsburg, KS 66762
(420) 231-1870

NAME AND PHONE NUMBER OF PERSON DISBURSING FUNDS:

Jamie Clarkson (420) 230-5607

ACCEPTED THIS _____ DAY OF _____ 20 _____

CDL ELECTRIC

SIGNED: Mohd M. R.

BY: _____

TITLE: Owner

GRAPICS AND RADIO EQUIPMENT

Technical Specifications

GENERAL INFORMATION

The proposed graphics and radio components shall be installed on the proposed Squad 5 fire attack apparatus. These specifications detail the proposal for general design criteria and installation of the graphics and of the radio equipment and associated antenna. Any substitutions or variations to the make or model of listed equipment must be noted and the substitutions or variations will be considered.

GENERAL CONSTRUCTION

The proposed graphics and radio components will be designed, constructed, and installed with precise quality and professionalism.

BID REQUEST

Bid amounts shall include all items listed below:

GRAPHICS

Graphics are to be installed on a 2016 F350 Super Duty with crew cab. The apparatus will have a flatbed fire attack body with associated fire pump, tank, compartments, and equipment.

Graphics are to be reflective vinyl.

Graphics will match the design of other existing apparatus with the Pittsburgh Fire Department. They are to match the included image and contain the following:

5" white reflective ribbon with separate 1" white reflective stripe on each side of the center 5" ribbon.

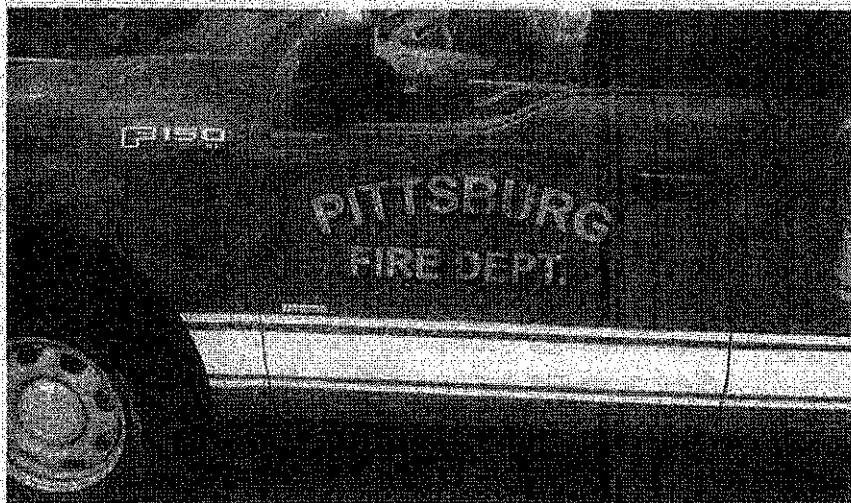
2" red vinyl reflective letters located on the ribbon located on the front passenger and driver side door that states "SQUAD 5". Font is to match the existing apparatus.

4 -1/2" gold leaf vinyl lettering with black shadow trim located on the driver and passenger side door as indicated in the image that states "PITTSBURG FIRE DEPT." Font is to match the existing apparatus.

2" red vinyl reflective letters located on the ribbon as indicated in the image that states "PREVENT. PROTECT. PRESERVE.". Font is to match the existing apparatus.

Some adjustments and alignments should be expected to align graphics with the flatbed fire attack bed.

Graphics are to be located on the passenger side and the driver side.



RADIO EQUIPMENT

Provide and install one Motorola CM300D radio in an existing custom console that will be located in the front cab of the apparatus.

Provide and install all necessary wiring for the connection of the Motorola CM300D.

Provide and install all necessary equipment for the proper antenna for the Motorola CM300D

Attachment to Bid Specifications

In addition to the rules and regulations mentioned previously herein, the Contractor hereby is notified of the following requirements regarding civil rights.

Title VIII of the Civil Rights Act of 1968, as amended

Title VIII of the Civil Rights Act of 1968 provides that no person shall, on the basis of race, color, religion, national origin, handicap or familial status, be discriminated against in housing (and related facilities) provided with Federal assistance or leading practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

Section 503 of Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in Contractor employment. All recipients of Federal funds must certify to the following through all contracts issued:

Affirmative Action for Handicapped Workers

- a. The Contractor will not discriminate against any employee or regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

Age Discrimination Act of 1975

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

Section 912 of the Cranston-Gonzales National Affordable Housing Act amended Section 109 (a) of the HCD Act to prohibit discrimination on the basis of religion.

Kansas Act Against Discrimination

It is a policy of the State of Kansas that requires all employers, labor organizations, employment agencies, realtors, financial institutions, or other persons covered by this Act to assure equal opportunities and encourage every citizen regardless of race, religion, color, sex, age, physical disability, national origin, or ancestry, to secure and hold -- without discrimination, segregation, or separation -- employment in any field of work or labor for which they are properly qualified, the opportunity for full and equal public accommodations, and to assure full and equal opportunities in housing.

SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS, AND REGULATIONS
(Applicable to construction)

CDBG grantees must ensure all project activities will be administered in compliance with all civil rights laws and regulations. The following are summaries of those parts of the civil rights laws and regulations applicable to CDBG activities.

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109, Housing and Community Development (HCD) Act of 1974, as amended, provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or subjected to discrimination under, any program or activity receiving federal financial assistance.

Fair Housing Amendments of 1988 added handicapped (disabled) individuals and families with children to the list of protected status categories.

Executive Order 11063, as amended, directs all departments and agencies to take all action necessary and appropriate to prevent discrimination in housing and related facilities owned or operated by the federal government or provided with federal financial assistance and in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans insured or guaranteed by the federal government.

Kansas Act Against Discrimination. It is a policy of the State of Kansas that requires all employers, labor organizations, employment agencies, realtors, financial institutions, or other persons covered by this Act to assure equal opportunities and encourage every citizen regardless of race, religion, color, sex, age, physical disability, national origin, or ancestry, to secure and hold — without discrimination, segregation, or separation — employment in any field of work or labor for which they are properly qualified, the opportunity for full and equal public accommodations, and to assure full and equal opportunities in housing.

Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located, contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.

Executive Order 11246, as amended, provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of federal or federally-assisted construction contracts in excess of \$10,000. The following civil rights requirements also apply to CDBG grantee performance: grantees shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally-assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors on federal or federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or retirement advertising, layoff or termination, rates of pay, or other forms of compensation and selection or training and apprenticeship.

Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment. All recipients of federal funds must certify to the following through all contracts issued:

Affirmative Action for Handicapped Workers

1. The contractor will not discriminate against any employee in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to make affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.
2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the contractor's noncompliance with the requirements of this clause, action for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in the form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Section 912 of the Cranston-Gonzales National Affordable Housing Act, as amended, Section 109 (a) of the HCD Act to prohibit discrimination on the basis of religion.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the contract documents for all subcontractors at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3/1/2014

Date

M. M. R.

Contractor

CERTIFICATION OF OWNER'S ATTORNEY

I, the undersigned, _____

the duly authorized and acting legal representative of _____

do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

(Signature)

(Date)

E-Verify Contract Language for New Agreements:

Contract Clause:

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Kansas and all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the client.

E-VERIFY

Project No: _____
City/County of: Bethany KS Crawford
Project Description: Radio & Graphics

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U. S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Kansas; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the client.

Company/Firm: CDL
Authorized Signature: M. L. D.
Title: SA/LS
Date: 3/1/2014



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: TROY GRAHAM
Assistant Director of Public Works

DATE: March 1, 2016

SUBJECT: Agenda Item – March 8, 2016
South Kansas and Oklahoma Railroad Company Crossing Signals
and Gates Crossing Surface on East 27th Street Terrace East of
Rouse Street in the Northeast Industrial Park
KDOT Project No. 19 X-2936-01; HSIP-X293 (601)

KDOT has prepared and submitted to the City for approval a three-party agreement between the South Kansas and Oklahoma Railroad Company, the City of Pittsburg, Crawford County, Kansas and the Secretary of Transportation to provide for the installation of railway-highway crossing signals, flashing light straight post type and gates at a grade crossing (DOT #423128P) on East 27th Street Terrace east of Rouse Street located in the Northeast Industrial Park. The total cost of the project will be funded 100% by KDOT. A resolution authorizing the Mayor and City Clerk to execute the agreement on behalf of the City has also been provided.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 8th, 2016. Action necessary will be approval or disapproval of the agreement and Resolution and, if approved, authorize the Mayor and City Clerk to execute the documents on behalf of the City.

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

Attachment: Agreement and Resolution

**A RESOLUTION RELATING TO STATE AID
FOR THE CONSTRUCTION AND MAINTENANCE OF
RAILWAY-HIGHWAY CROSSING SIGNALS**

Be it Resolved by the Governing Body of the City of Pittsburg, Kansas:

That the Mayor and City Clerk are authorized and directed to execute for and on behalf of the City of Pittsburg, Kansas, Agreement No. 006163012 between the South Kansas and Oklahoma Railroad Company, the City of Pittsburg, Crawford County, Kansas and the Secretary of Transportation of the State of Kansas authority to act for the City, and in its place and stead, to obtain benefits for the City the benefits of Federal and State Aid and obtain the benefits of such legislation for the City on the terms and conditions set forth in such agreement as may be prepared and approved by the Secretary of Transportation and requesting and authorizing the Secretary of Transportation for the State of Kansas to undertake and complete the work for the construction and maintenance of railway-highway crossing signals on East 27th Street Terrace in the City known as Project No. 19 X-2936-01; HSIP-X293(601).

Passed by the City Commission this 8th day of March, 2016.

MAYOR – Chuck Munsell

ATTEST:

CITY CLERK – Tammy Nagel

(SEAL)

"COMPANY'S ORIGINAL"

Agmt. No. 006163012

A G R E E M E N T

South Kansas and Oklahoma
Railroad Company
Crossing Signals and Gates
Crossing Surface

Project No. 19 X-2936-01
HSIP-X293(601)
Crawford County, Kansas

Agreement between the South Kansas and Oklahoma Railroad Company, the City of Pittsburg, Crawford County, Kansas and the Secretary of Transportation of the State of Kansas, relative to the construction and maintenance of Highway Crossing Signals under Section 130, United States Code 23.

* * * * *

This agreement, made and entered into this _____ day of _____, by and between the South Kansas and Oklahoma Railroad Company, hereinafter referred to as the "Company", the City of Pittsburg, Crawford County, Kansas hereinafter referred to as the "City", and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary".

WITNESSETH:

WHEREAS, the Secretary proposes to submit to the Federal Highway Administration of the United States Department of Transportation a project providing for the installation of railway-highway crossing signals, flashing light straight post type and gates at a grade crossing (DOT #423128P) on East 27th Terrace in the City of Pittsburg, Crawford County, Kansas, said project to be known and designated as Project No. 19 X-2936-01; HSIP-X293(601) and more particularly described as follows:

at the intersection of East 27th Terrace and the Company's tracks approximately 2600 feet south and 1900 feet east of the Northwest Corner of Section 16, Township 30 South, Range 25 East, in the City of Pittsburg, Crawford County, Kansas,

and will recommend its approval for construction under Section 130, United States Code 23 and amendments thereto, and

WHEREAS, the locations for the warning devices were determined by a diagnostic team consisting of representatives of the Company, the City, and the Secretary, and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and subject to the approval of the Federal Highway Administration, it is hereby agreed by the parties hereto:

1. The total cost of the project will be funded one-hundred percent (100%) using Federal Section 130 Funds,

(except as noted in paragraph number 6), including preliminary engineering, construction, sales tax, users tax and such other items as are properly chargeable to the project under Section 130, United States Code 23 and amendments thereto.

2. The City will install and maintain the advance warning signs and pavement markings.

3. The Company will provide the Secretary with a copy of the bill of materials and the detailed estimate of the cost of the project. The estimate to be attached to and become a part of this agreement.

4. After being notified by the Secretary that the project has been approved and that work may begin, the Company will notify the Secretary's Area Engineer at Pittsburg, Kansas, at least one week in advance of the date that work on the project is to be started, and should withdrawal from the project become necessary for any reason, the Company will each time notify the Secretary's Area Engineer of the date that work on the project is to be resumed.

5. The Company, for the account of the Secretary, will purchase concrete crossing surface panels, cross-ties, and rail for the crossing.

6. The Company, at its own expense, agrees to remove the existing crossing surface, provide and place ballast, install crossties, rail and the new concrete crossing surface. The Company will also place temporary traffic control in accordance with the MUTCD.

7. The Company will remove the existing crossbucks and install the new straight post signals and gates and make all connections necessary for their successful operation, and do all incidental and appurtenant work in accordance with the project and the "Manual on Uniform Traffic Control Devices". The Company will furnish all of the material and do all of the work with its own forces, or the work may be done by a contractor paid under a contract let by the Company in compliance with the provisions of 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I. Said Title 23 Code of Federal Regulations (23 C. F. R.) is by reference made a part of this agreement. If this work is to be done by a contractor paid under a contract let by the Company, prior written approval shall be obtained from the Secretary. The estimated schedule by the Company for the completion of the work for this project is one year from the date of this agreement.

8. This Agreement is subject to and the Company agrees to comply with 23 U.S.C. 313 ("Buy America") and 23 C.F.R 635.410 ("Buy America requirements") which require that all iron and steel permanently incorporated in the Company's facilities that are constructed under this Agreement shall have been manufactured, produced, and processed in the United States. Manufacturing processes include any process which modifies the chemical content, the physical size or shape, or the final finish of the iron or steel. These processes include initial melting, mixing, rolling, machining, extruding, bending, grinding, drilling, and coatings

applied to iron or steel (including epoxy coatings, galvanizing, painting, and any other coating that protects or enhances the value of the iron or steel used). Companies providing iron or steel or performing any manufacturing processes on the iron or steel shall include a "Buy America" statement on test reports and material certifications submitted to the Company. The "Buy America" statement shall identify the source of the iron or steel and the location(s) of the manufacturing processes. The statement shall certify that the company issuing the test report or material certification complies with all provisions of the Buy America Act. Buy America requirements do not apply to temporary items (Example: temporary sheet piling, steel scaffolding, and falsework) on the contract, even if these items are left in place with the Engineer's approval. The Company will include the test results and material certifications with its billing to the Secretary.

9. The Company will keep detailed and accurate records of all labor, materials, supplies, incidentals and all other necessary costs involved in carrying out the work performed by the Company under the terms of this agreement, and will give access to such records at any time during regular office hours to any authorized representative of the Secretary or of the Federal Highway Administration, for a period of three years from the date final payment has been received by the Company.

10. Preparation of preliminary estimates, procurements, performance of work, expenditures, billing and reimbursement shall all be done in accordance with 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I.

11. To reimburse the Company within thirty (30) calendar days after receipt of the undisputed portion of any invoice for cost incurred for work done by the Company in accordance with the provisions of this Agreement except amounts retained from each billing and payment of the final billing pursuant to paragraph 12.

12. The Company will submit to the Secretary's Area Engineer a final and complete billing of the incurred costs within one year after the completion of the work, and the Secretary will pay an amount equal to ninety-five percent (95%) of the total amount of each billing for this project pending final audit. Upon completion of final audit, the Secretary will reimburse the Company for the total amount of the final billing found eligible for payment under federal auditing standards, cost principles and regulations. The Company will reimburse the Secretary for one hundred percent (100%) of the amount of all items in the Company's bill which are found to be ineligible for payment under federal auditing standards, cost principles and regulations.

13. The Company shall have title to the signals and gates and at its own cost and expense will maintain the signals and gates and will make ample provision each year for such maintenance, provided, however, the Company shall be entitled to receive any contribution toward the cost of such maintenance as may be now, or hereafter made available by reason of any law, ordinance, regulation, order, grant or by other means or sources.

14. The parties hereto do hereby agree that the "Special

Attachment No. 1" herewith, pertaining to the implementation of Title VI of the Civil Rights Act of 1964, is hereby made a part of this agreement.

15. The Company does agree that the "Special Attachment No. 2" herewith, pertaining to lobbying, is hereby made a part of this agreement.

16. It is further understood that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the City, Company and the Secretary and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their proper offices on the day and year first herein written.

MICHAEL S. KING
SECRETARY OF TRANSPORTATION

BY: _____
SCOTT W. KING, P.E., CHIEF
BUREAU OF ROAD DESIGN

SOUTH KANSAS AND OKLAHOMA
RAILROAD COMPANY

BY: Anthony Go
TITLE: VP Engineering

ATTEST:

THE CITY OF PITTSBURG

CITY CLERK

PRESIDENT OF GOVERNING BODY

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN
MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- (1) Compliance with Regulations: The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27,

(Revised 07-29-1999)

hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (7) **Disadvantaged Business Obligation**

- (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- (8) Executive Order 12898
- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with this Order.
- (9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

LONE STAR RAILROAD CONTRACTORS, INC.

**RAILROAD TRACK AND BRIDGE CONSTRUCTION
MAINTENANCE • CONSULTING • DEMOLITION**

February 16, 2016

Bid # OK1376-Revised

Mr. Neal Jacobs

Watco Companies, LLC

1825 West Harry

Wichita, KS 67213

Email: njacobs@watcocompanies.com

Email: tkinyon@watcocompanies.com

Dear Sir:

Lone Star Railroad Contractors, Inc. proposes to furnish all materials, equipment, labor, tools, supervision, insurance and taxes to perform crossing rehab work in the 27th Street crossing in Pittsburg, Kansas as follows:

1. Perform traffic control for a full road closure.
2. Remove the existing road crossing including the crossing surface, rail, OTM, crossties and ballast.
3. Construct the track back through the crossing limits using #1 relay quality 115# welded rail, new 7"x9"x10' treated hardwood crossties, 5 each new 6"x8"x8'6" treated hardwood crossties in each approach, and surface using new clean crushed ballast.
4. Install 72' of new full depth precast concrete crossing panels.
5. Install new HMAC for vehicular approaches.

Cost of Labor and Equipment\$36,291.00.

Cost of Road Closure\$ 3,400.00.

Cost of Material\$29,776.00.

**P.O. Box 1150 • Ennis, Texas 75120 • (972)878-9500 • Fax (972)878-9503
ENNIS, TX • AMARILLO, TX • SAN ANTONIO, TX • BLYTHEVILLE, AR • OKLAHOMA CITY, OK**

Mr. Neal Jacobs
Watco Companies, LLC
Bid# OK1376-Revised
February 16, 2016
Page 2

Material Recap:

Rail – 115# - 3.74 NT	\$ 3,370.00
Ties – 8'6" – 10 EA	\$ 420.00
Tie plates – 100 EA.....	\$ 1,000.00
Spikes – 4 KG	\$ 300.00
Rail anchors – 200 EA	\$ 400.00
Ballast – 50 NT	\$ 1,500.00
Switch Ties – 10' – 48 EA	\$ 3,936.00
HMAC – 30 NT	\$ 2,250.00
Welds – 115# - 8 EA.....	\$ 1,480.00
Concrete panels – 115# - 72'	\$15,120.00

Total cost of the above work \$69,467.00.

Prices quoted are based on straight-time, non-union labor, and are good for 15 days. After 15 days from date of bid, prices are subject to change.

Terms for payment are net 30 days. If not paid within 30 days, interest on the unpaid balance will accrue at the maximum rate allowed by law.

For information regarding financial status, please contact Ms. Cathie Morales, Prosperity Bank, Ennis, Texas, (972) 875-8461.

We appreciate the opportunity to submit this proposal, and look forward to working with you.

Sincerely,

James Henderson

James Henderson
Area Manager
james@lonestarr.net

JH/jw

This proposal accepted on _____ day of _____ 2016.

By: _____

P.O. Box 1150 • Ennis, Texas 75120 • (972)878-9500 • Fax (972)878-9503
ENNIS, TX • AMARILLO, TX • SAN ANTONIO, TX • BLYTHEVILLE, AR • OKLAHOMA CITY, OK

PROPOSAL

C.D.L. ELECTRIC COMPANY, INC.
 Railroad Signal Installations & Maintenance
 1308 N. Walnut Street, Pittsburg KS, 66762

PH. (620) 231-6420

FAX (620) 231-6421

PROPOSAL SUBMITTED TO: South Kansas & Oklahoma Railroad	PHONE : (316) 261-6161	DATE: 12-29-15
STREET: 123 N. Depot Street	JOB NAME: E. 27 th TERRACE	
CITY, STATE and ZIP CODE: Cherryvale, KS 67335	JOB LOCATION: PITTSBURG (CRAWFORD Co.), KS	
CONTACT: Anthony Cox - WATCO	JOB NUMBER: RRP-308	

RE: KS DOT Project 19 X-2936-01

We hereby submit specifications and estimates for:

RRP-308, E.27th Terrace, Pittsburg (Crawford Co.), KS (423 128 P)

A new railroad/highway grade crossing warning signal system will be designed and installed specifically for the location listed above. It will include a new pre-wired grade crossing control shelter with prediction type circuitry and flashing light/gate signal assemblies.

Signal assemblies will include two each automatic gates with 12" LED light units, bell(s), signs and swing-away gate arm saving devices. Underground signal cable, foundations, and grounding components will be included as well. New conduits will be required and furnished under the road and track. A new AC meter service will be installed for the proposed signal system. Guardrail for signal assemblies has not been included in this proposal. After the installation of the proposed signal system is complete, dress stone and grass seed will be placed, as needed, to properly finish the installation.

Commercial AC power (220V) must be readily available within 75' of the control shelter location. Any additional cost(s) associated with labor or material(s) to get 220-volt commercial power to the proposed AC meter service location is not included in this proposal and will be the responsibility of others at their expense.

Any overhead or underground utilities that may interfere with the installation or proper operation of the proposed signal system must be relocated at the expense of others. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) required to relocate utilities at this location.

If concrete, asphalt or any other type of roadway/walkway material must be removed for the proper installation and operation of the proposed signal system, then additional charges may apply. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) to replace concrete, asphalt or any other type of roadway/walkway material removed during the installation process of the proposed signal material.

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: \$195,696.00

One Hundred Ninety-Five Thousand, Six Hundred Ninety-Six Dollars and 00/100 (\$195,696.00) price includes estimated sales tax of 9.25%

The price breakdown is as follows:

Signal Material (w/ Handling) :	\$121,082.00
Labor w/ Expenses:	\$38,170.00
Equipment:	<u>\$19,875.00</u>
 Total Sell Price	 \$179,127.00
 Sales Tax 9.25% (Est.)	 <u>\$16,569.00</u>
 Grand Total w/ Est. Tax	 <u>\$195,696.00</u>

Continued on next page

PROPOSAL

RRP-308, E.27th Terrace, Pittsburg (Crawford Co.), KS (423 128 P) - continued

Please Note the following:

- (1) Proposed Prices are valid for Sixty (60) days from the date of this Proposal. Beyond sixty days, prices are subject to change.
- (2) Terms: Net Due 30 Days from Invoice Date
- (3) This proposal may be withdrawn by us if not accepted within sixty (60) days.

Authorized Signature:



Mark E. Smallwood
mark.smallwood@cdl-electric.com

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal — the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature: _____

Continued on next page

PROPOSAL

RRP-308, E.27th Terrace, Pittsburg (Crawford Co.), KS (423 128 P) - continued

<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>U/M</u>
CONTROL SHELTER, ALUM., W/ FNDS, FAN, AC ITEMS & ACCESSORIES	1	EA
WIRE KIT PACKAGE INCLUDING:		
RELAY, 500 OHM VITAL PLUG-IN TYPE	1	EA
PLUGBOARD KIT FOR VITAL RELAY	1	EA
E-POST KIT FOR VITAL RELAY	1	EA
BATTERY MONITOR, DUAL	1	EA
WRENCH, PLUG-IN RELAY TYPE	1	EA
WRENCH, AAR TERMINAL TYPE	1	EA
GROUND STUD KIT	6	EA
ARRESTER	1	LT
EQUALIZER	1	LT
LAMP RESISTOR PANEL, LRP	1	EA
XLC, CROSSING LOGIC CONTROLLER	2	EA
PLUGBOARD, XLC & VLG	2	EA
DIODE, STEERING FOR GATE TIP LIGHT	2	EA
TRANSFORMER, POWER OFF LIGHTING	1	EA
RELAY, MCKR (NON VITAL) MAINTAINER CALL/P.O. LIGHTS, w/ BASE	1	EA
POWER-OFF LIGHTS	2	EA
STICKER, LOCATION/CONTACT INFORMATION	1	EA
ELECTROLOGIX, XP4	1	EA
MDSA-1X, MOTION DETECTOR SURGE ARRESTER	1	EA
SHUNT, NBS, NARROW BAND	2	EA
CHARGER, BATTERY 12/20, 20 AMP	1	EA
CHARGER, BATTERY 12/40, 40 AMP	1	EA
BATTERY, GNB, 264 A.H., 50G11	6	CL
BATTERY, GNB, 368 A.H., 50G15	7	CL
SHOP WIRING HDW., WIRE, TERM. EYES, TAGS, ETC.	1	LT
SERVICES, SHOP WIRING & TESTING SERVICES	1	LT
 GATE ASSEMBLY, JCT. BOX, MAST, MECH., SIGN, CWTS. & 12" 2W LEDS	2	EA
BELL, ELECTRONIC 12V TYPE FOR 4"/5" MTG.	2	EA
GATE ARM, HI STRIPING, RED/WHITE ALTERNATING, (ADJ)	2	EA
LIGHT KIT FOR GATE ARM 4" LED TYPE	2	EA
FOUNDATION, GALVANIZED STEEL 48" DEEP W/ 36" SQ. PLATE	2	EA
GATEKEEPER, SWING-A-WAY GATE ARM DEVICE	2	EA
 WIRE, #10 AWG T.C. BLUE FOR WIRING SIGNALS	1	LT
CABLE, U.G. SIGNAL 7 COND. NO. 14 AWG SOLID	1	LT
CABLE, U.G. SIGNAL 7 COND. NO. 6 AWG SOLID	1	LT
TRACK WIRE NO. 6 TW. PR. DUPLEX	1	LT
BOND STRAND, S8 (3/16") TINNED SIGNAL STRAND W/ 4/64" BLACK INS.	1	LT
GROUND ROD, COPPER, 5/8" DIAMETER, 8' LENGTH - POINTED	4	EA
TRACK CONNECTOR "BOOTLEG", WELD-WEB, 3/16" DIA., W/ 1" TAB, 4"	1	LT
LOCK, RAILROAD STD.	5	EA
BOND, CADWELD, TAB STYLE	1	LT
MISC. MATERIAL FOR FIELD INSTALLATION	1	LT
 ENGINEERING SERVICES / CIRCUIT PLANS / AS-IN-SERVICE PLANS	1	LT

MATERIAL ITEMS MAY BE SUBSTITUTED WITH EQUIVALENT TYPE COMPONENTS AS REQUIRED



DEPARTMENT OF PUBLIC UTILITIES

(620) 240-5126

303 Memorial Drive • Pittsburg KS 66762

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: March 3, 2016

SUBJECT: Agenda Item – March 8, 2016
Final Payment and Change Order No. 1
Sanitary Sewer Rehab 2015
Rogers Addition, 11th Street to 14th Street West of Taylor

The contractor, Municipal Pipe Tool Co., Inc., of Hudson, Iowa, has completed all work on the above-referenced project and is now requesting final payment. The contractor has also submitted for approval Change Order No. 1 reflecting a deduct of \$3,765.00 for the removal of the lining of the sewer line between Manhole 3C-2 to 3C-1 from the original scope of the project and for additional material cost involved in the project. This will bring the total project cost to \$135,618.00 and make final payment to Municipal Pipe Tool Co., Inc. in the amount of \$135,618.00.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 8, 2016. Action necessary will be approval or disapproval of Change Order No. 1 and for final payment to Municipal Pipe Tool Co., Inc. If you recall, the funding for this project is being paid through the Wastewater Collections general operating budget.

Attachment: Final Payment Documents
Change Order No. 1



DEPARTMENT OF PUBLIC WORKS

201 W. 4th Street · Pittsburg KS 66762

PROJECT: Sanitary Sewer Rehab 2015 - Rogers Addition, 11th Street to 14th Street, West of Taylor

DATE: February 12, 2016
PAY ESTIMATE: Final

CONTRACTOR: Municipal Pipe Tool Co., Inc.
515 Fifth Street, P.O. Box 398
Hudson, Iowa 50643

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	ADD QUANTITY	UNIT	NEW QUANTITY	NEW CONTRACT AMOUNT	% COMPLETE	VALUE
BASE BID											
1	Mobilization	1	L.S.	\$ 3,500.00	\$ 3,500.00					100%	\$ 3,500.00
2	Traffic Control	1	L.S.	\$ 2,000.00	\$ 2,000.00					100%	\$ 2,000.00
3	Rehabilitate Sanitary Sewer CIPP (8")	424	L.F.	\$ 23.75	\$ 10,070.00					100%	\$ 10,070.00
4	Rehabilitate Sanitary Sewer CIPP (12")	180	S.Y.	\$ 36.00	\$ 6,480.00	-180	S.Y.	0	\$ -	100%	\$ -
4a	Sanitary Sewer Liner Material Cost					181	L.F.	\$ 15.00	\$ 2,715.00	100%	\$ 2,715.00
5	Rehabilitate Sanitary Sewer CIPP (15")	1,294	L.F.	\$ 42.00	\$ 54,348.00					100%	\$ 54,348.00
6	Internal Tap Reconnections	3	Each	\$ 100.00	\$ 300.00					100%	\$ 300.00

ADD ALTERNATE 1 - E. 2ND STREET SANITARY SEWER REHAB

1	Mobilization	1	L.S.	\$ 500.00	\$ 500.00					100%	\$ 500.00
2	Traffic Control	1	L.S.	\$ 500.00	\$ 500.00					100%	\$ 500.00
3	Rehabilitate Sanitary Sewer CIPP (15")	208	L.F.	\$ 55.00	\$ 11,440.00					100%	\$ 11,440.00
4	Rehabilitate Sanitary Sewer CIPP (18")	773	L.F.	\$ 65.00	\$ 50,245.00					100%	\$ 50,245.00

Value of Completed Work	\$ 135,618.00
Less 10% Retainage	\$ -
Less Previous Estimates	\$ -
Total Deductions	\$ -
Amount Due Contractor on this Estimate	\$ 135,618.00

REQUESTED BY: MUNICIPAL PIPE TOOL CO., INC.

Shaun Waschke DATE: 2/22/16

REVIEWED BY: KYLE NEWPORT, WASTEWATER COLLECTIONS SUPERVISOR, CITY OF PITTSBURG

[Signature] DATE: 3-3-16

APPROVED BY: MATT BACON, DIRECTOR OF PUBLIC UTILITIES, CITY OF PITTSBURG

[Signature] DATE: 3-3-16



Sanitary Sewer Rehab 2015

Rogers Addition, 11th Street to 14th Street, West of Taylor

Change Order No. 1

CONTRACTOR: Municipal Pipe Tool Co., Inc.	Date: February 12, 2016
515 Fifth Street, P.O. Box 398	
Hudson, Iowa 50643	

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$ 139,383.00
CHANGE ORDER NO. <u>1</u> DATED <u>02-12-2016</u>	\$ (3,765.00)
NEW CONTRACT CONSTRUCTION AMOUNT.....	\$ 135,618.00

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
4	Rehabilitate Sanitary Sewer - Cured In Place Method (12")	-180	L.F.	\$ 36.00	\$ (6,480.00)
4a	Sanitary Sewer Liner Material Cost	181	L.F.	\$ 15.00	\$ 2,715.00

TOTAL CHANGE ORDER NO. 1.....	\$ (3,765.00)
NEW CONTRACT CONSTRUCTION AMOUNT.....	\$ 135,618.00
ENGINEERING AND INSPECTION (10%).....	\$ -
LEGAL AND ADMINISTRATIVE (5%).....	\$ -
NEW PROJECT TOTAL.....	\$ 135,618.00

ACCEPTED BY: Municipal Pipe Tool Co., Inc.

Sharon Washkat DATE: 2/22/16

SUBMITTED BY: Kyle Newport, Wastewater Collections Supervisor, City of Pittsburgh

[Signature] DATE: 3-3-16

APPROVED BY: Mark Bacon, Director of Public Utilities, City of Pittsburgh

[Signature] DATE: 3-3-16

DATE OF APPROVAL BY CITY COMMISSION: _____



DEPARTMENT OF PUBLIC WORKS
201 W. 4th Street • Pittsburg KS 66762

FINAL PAYMENT DUE CONTRACTOR

PROJECT: SANITARY SEWER REHAB 2015 - ROGERS ADDITION, 11TH STREET TO 14TH STREET, WEST OF TAYLOR		Date: February 12, 2016
CONTRACTOR: Municipal Pipe Tool Co., Inc. 515 Fifth Street, P.O. Box 39 Hudson, Iowa 50643		
ORIGINAL CONTRACT CONSTRUCTION AMOUNT		\$ 139,383.00
CHANGE ORDER NO. 1 DATED 02-12-2016		(\$3,765.00)
TOTAL CONSTRUCTION COST		\$ 135,618.00
Less Previous Payments.....		\$ -
BALANCE DUE CONTRACTOR (FINAL PAYMENT)		\$ 135,618.00
ACCEPTED BY: Municipal Pipe Tool Co., Inc. Sharon Wachter DATE: 2/22/16		
SUBMITTED BY: Kyle Newport, Wastewater Collections Supervisor, City of Pittsburg [Signature] DATE: 3-3-16		
APPROVED BY: Matt Bacon, Director of Public Utilities, City of Pittsburg [Signature] DATE: 3-5-16		
DATE OF APPROVAL BY CITY COMMISSION: _____		



CONSENT OF SURETY

Bond No. KSC66431

CONTRACT DATE:

81




THINKING AHEAD

Bond No. KSC66431

**TO: CITY CLERK
CITY OF PITTSBURG
PITTSBURG, KANSAS 66762**

PROJECT: Sanitary Sewer Rehab Project 2015; Rogers Addition,
11th Street to 14th Street, West of Taylor Street

In accordance with the provisions of the Contract of the above Project, I/We hereby certify and swear that all subcontractors, vendors, persons or firms who have furnished labor or materials for the work, and all rentals of materials, equipment, or property used in connection with the work, and that all taxes have been paid in full or otherwise satisfied.

State of Kansas, <u>Crawford</u> County On this <u>29th</u> day of <u>February</u> , 200 <u>6</u> , before me, a Notary Public in and for the aforementioned County and State, personally appeared <u>Sharon Waxelbat</u> to me known to be the identical person who executed the above statement. <u>Kathy McFarland</u> Notary Public My Commission Expires: <u>2/28/16</u>	Contractor: <u>Municipal Pipe Tool Co., LLC</u> By: <u>Sharon Waxelbat</u> Title: <u>COO</u> Seal: _____ (If Corporate) <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">  KATHY McFARLAND COMMISSION NO. 701977 MY COMMISSION EXPIRES <u>2/28/16</u> </div>
---	--

The Merchants Bonding Company (Mutual), Surety Company on bond for the above project hereby approves the final payment to the Contractor, and agrees that the final payment shall not relieve the Surety Company of any of its obligations to the City of Pittsburg as set forth in the Surety Company's bond.

IN WITNESS this 25th day of February, 2016.

(SEAL):

Merchants Bonding Company (Mutual)

Dione R. Young

Dione R. Young, Attorney-in-Fact

Signature of Authorized Representative

ATTORNEY-IN-FACT

RESIDENT AGENT.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Anne Crowner; Brian M Deimerly; Cindy Bennett; Craig E Hansen; Dione R Young; Jay D Freiermuth; Jody Decker; Kathleen Brewer; Kevin J Knutson; Lacey Cramblit; Michelle R Gruis; Shirley S Bartenhagen; Stacy Venn; Tim McCulloh

of Des Moines and State of Iowa their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWENTY MILLION (\$20,000,000.00) DOLLARS

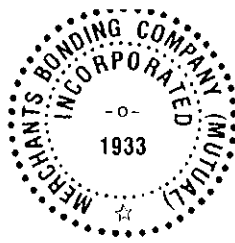
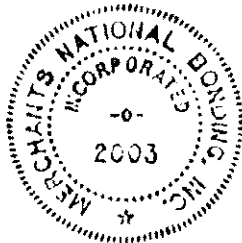
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of April, 2015.



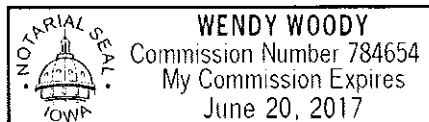
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 8th day of April, 2015, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



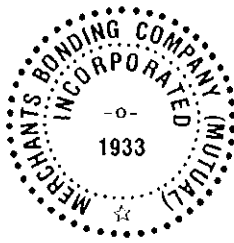
Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of February, 2016.



William Warner Jr.
Secretary

POA 0014 (7/14)

Policy & Research
915 SW Harrison St
Topeka KS 66612-1588
Nick Jordan, Secretary
Richard Cram, Director



Phone: 785-296-3081
FAX: 785-296-7928
www.ksrevenue.org
Sam Brownback, Governor

STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

Name of Entity to whom Project Exemption Certificate was Issued

201 W 4th St	Pittsburg	KS	66762
Street Address	City	State	Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under **Exemption Certificate Number** 0000052769, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(c), (d), (e), (xx), (aaa), (ccc), (iii), (qqq), (sss), (ttt), (uuu), (xxx) and (yyy) as amended.

Municipal Pipe Tool Co., Inc.

Contractor / Subcontractor

515 Fifth Street, P.O. Box 398

P.O. Box and/or Street Number and Name

Hudson, Iowa 50643

City, State Zip

Sharon Waschehat

Signature and Title of Authorized Representative

2/22/16

Date

INSTRUCTIONS

Upon completion of a tax exempt project, the contractor must furnish this certification to the exempt entity for which the work was performed. The exempt entity needs to retain this document in their files and record the actual date that the project was completed on-line at <https://www.kdor.org/taxcenter/>. All invoices must be retained by the contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue.

PR-77 (Rev. 05/07)



DEPARTMENT OF PUBLIC UTILITIES

(620) 240-5126

303 Memorial Drive • Pittsburg KS 66762

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: February 29, 2016

SUBJECT: Agenda Item – March 8, 2016
Purchase of Mower

Public Utilities staff is requesting Governing Body approval for capital purchases of a new Grasshopper Model 725DT Mower with 3461 PF (61" Deck) for use at the Water Treatment Plant through the Kansas State Purchasing Contract No. 39902. The contract is currently being held by Moridge Mfg., Inc., of Moundridge, Kansas. The contract price for this purchase is \$13,214.25. Funding for this mower will come from the Water Treatment Plant General Operating Budget.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 8, 2016. Action necessary will be approval or disapproval of staff's request to purchase a new mower through the Kansas State Purchasing Contract and, if approved, authorize the issuance of the necessary purchase requisitions.

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

Attachment: Quote

Grasshopper QuikQuote #28520N00206

*Vendor:*

Moridge Mfg. Inc.
105 Old Highway 81 S.
P.O. Box 810
Moundridge, KS 67107

Contact:

Brent Dobson
P: (620) 345-6301
F: (316) 462-0593
bdobson@grasshoppermower.com

Quoted by

**HY-FLO EQUIPMENT CO
INC**
210 N LOCUST ST
PITTSBURG, KS 66762
P: (620) 231-4736

Chandler Williams

Inventory Manager
E: chandler@hy-
floequipment.com
P: 6202314736 C:
6207040674

Quoted for

City of Pittsburg
602 Free Kings Hwy
Pittsburg, KS 66762
E: stephen.gillis@pittks.org
P: 620 249 2449



**Model 725DT with
3461PF**

Quoted: Feb 18, 2016

KS State Contract
Contract ID: #39902
Contract Period:
01/01/2015-12/31/2017

Power Unit & Deck

Model 725DT (532127)

898cc MaxTorque™ Diesel engine; "no-gears" T6® pump-
and-wheel-motor transmission; AntiVibe Power
Platform®; luxury seat and shock-absorbing footrest

List	Contract
\$13,545.00	\$10,158.75

3461PF – 61" w/ PowerFold® (532806)

\$3,210.00	\$2,407.50
------------	------------

Wholegoods

533578 – Premier Suspension Seat

List	Contract
\$720.00	\$648.00

List Total: \$17,475.00

Contract: \$13,214.25

Grand Total:
\$13,214.25

Make PO to: Moridge Mfg. Inc.

Fax PO to: (316) 462-0593

Email PO to:

bdobson@grasshoppermower.com

PO #: _____

Approved

by: _____

Signature: _____

Date: _____

**DEPARTMENT OF PUBLIC UTILITIES**

303 Memorial Drive · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: February 29, 2016

SUBJECT: Agenda Item – March 8, 2016
Surplus Property Declaration for Disposal and Purchase of a New
Asphalt Roller Under the MoDot State Bid Price Per Contract
(#3-150130TV)

The Department of Public Utilities is seeking Governing Body action to declare the following equipment surplus property to be sold through Purple Wave Auction Services:

EQUIPMENT CODE	MAKE	MODEL	SERIAL NUMBER
320-011 [52-14]	1988 Ingersoll Rand Asphalt Roller	DD35	8286-S

In the past, the City has utilized the State of Kansas purchasing contract to purchase vehicles/equipment. Unfortunately, the State of Kansas does not have a purchasing contract for asphalt rollers.

Upon further investigation, the City found that Victor L. Phillips Co., a vendor serviced out of Joplin, Missouri, currently holds MoDOT State Purchasing Contract #3-150130TV and is willing to honor the purchasing contract for the purchase of a new asphalt roller. After review of other models available through the MoDOT contract, the City is seeking permission to purchase a New Model CC1200 Dynapac Vibratory Asphalt Roller in the net amount of \$35,395.00. The funding for this equipment will come from STCO.

MEMO TO: DARON HALL
FEBRUARY 29, 2016
PAGE TWO

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 8, 2016. Action being requested is for the City Commission to declare the above equipment surplus property for disposal and to purchase a new asphalt roller under the MoDOT State Purchasing Contract.

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

Attachment: Victor L. Phillips Quote

Equipment



320-011 [52-14] - 320-011
SMALL ROLLER [52-14]
Online

501 - City of Pittsburg
320 - Street & Highw

320-011 SMALL ROLLER [52-14]

WAS 52-14



Online



Code

320-011 [52-14]

Category

Asphalt Rollers

General

Location Of Asset

☐ This Fleet
Equipment
is part of:

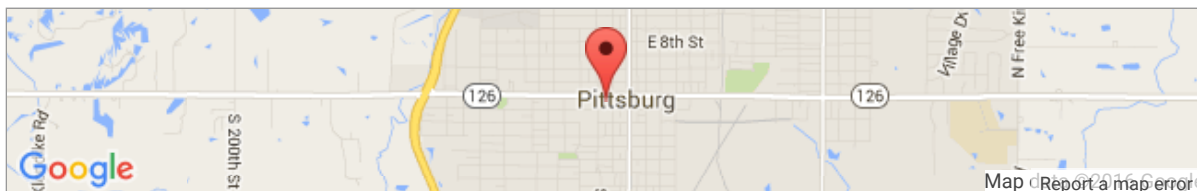
☒ This Fleet
Equipment
is located
at:

320 - Street & Highway Dept. (320)

Aisle

Row

Bin



201 W. 4th St., Pittsburg, Ks., 66762,

General Information

Account

(320) Street & Highway

Notes

Engine #7408338
4 Qts 15w40 oil
25 Gal hydraulic oil (ATF Type F)
5.5 pints SAE 90 EP oil per drum

Charge Department

(320) Street

Make

1988 Ingersoll Rand Asphalt roller

Model

DD35

Serial Number

8286-S

Barcode

1988

To display your barcode image, you must first
configure the Barcode Format in your [CMMS Settings](#).

Unspc Code

Parts/BOM

Part

Qty

BOM Control

Metering/Events

Most Recent Meter Readings

Last Reading	Unit	Date Submitted
5,732.00 5,732.00	miles (miles)	May 04, 2014 12:00:00 PM
5,741.00 5,741.00	hours (hours)	Apr 21, 2014 12:00:00 PM
6,923.00 6,923.00	Hours (h)	Dec 01, 2015 07:52:11 AM

Most Recent Asset Events

Event	Date Submitted
-------	----------------

Personnel

User

Lanny Logan

Warranties

Certificate Number	Expiry Date	Date Added
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Businesses

Catalog	Business Type	Business	Business Asset Number	Vendor Price
---------	---------------	----------	-----------------------	--------------

Purchasing

Track your purchasing information.

Tracking purchasing information allows you to identify purchase, and potential replacement value of the equipment you are working on. It helps with reporting and useful life analysis.

[Add Purchasing Information](#)

Files

Name	Notes	File Type	Size	Preview
------	-------	-----------	------	---------

Custom

2wd, 4wd, FWD	Engine Size	Transmission Type
Engine Horsepower	Fuel Type	Old ID #
Body Style (Bed Length)	Transmission Brand	Cab Style

Log**Scheduled Maintenance**

When	Code	Description
Every 1,000 hours (h)	SM92	
Every 500 hours (h)	SM91	
Every 300 hours (h)	SM90	
(complex)	LOF	Service Due

Open Work Orders

Code	Description
------	-------------

Work Order History

Code	Description	Date Completed
3486	Service Due	Dec 01, 2015 07:50:...
2786	Service Due	Jul 08, 2015 12:39:2...
2580	Service Due	May 14, 2015 10:57:...
2524	Service Due	May 14, 2015 10:55:...
2508	Battery won't hold charge	May 01, 2015 09:40:...
2334	Hose leaking	Apr 06, 2015 11:14:4...
1998	Slow moving sign missing	Jan 27, 2015 01:26:2...
1034	Service Due	Jun 25, 2014 01:21:1...

Parts Supplies Consumed

Work Order	Stock Item	Quantity
1034	2518 AIR FILTER (A296) at Fleet Maintenance Shop	1
1034	2519 AIR FILTER (A297) at Fleet Maintenance Shop	1
1034	3195 FUEL FILTER (A293) at Fleet Maintenance Shop	1
1034	15W40, gal. (A178) at Fleet Maintenance Shop	1
1034	1553 Hydraulic Filter (A1709) at Fleet Maintenance Shop	2
1998	Sign, Slow Moving Vehicle (A2238) at Fleet Maintenance Shop	1
2508	Misc. shop supplies (A2183) at Fleet Maintenance Shop	1
2508	7524F Battery (A1552) at Fleet Maintenance Shop	1
2524	Misc. shop supplies (A2183) at Fleet Maintenance Shop	1
2524	15W40, gal. (A178) at Fleet Maintenance Shop	1
2524	3195 FUEL FILTER (A293) at Fleet Maintenance Shop	1
2524	2518 AIR FILTER (A296) at Fleet Maintenance Shop	1
2524	2519 AIR FILTER (A297) at Fleet Maintenance Shop	1
3486	2519 AIR FILTER (A297) at Fleet Maintenance Shop	1
3486	15W40, gal. (A178) at Fleet Maintenance Shop	1
3486	Misc. shop supplies (A2183) at Fleet Maintenance Shop	1
3486	3195 FUEL FILTER (A293) at Fleet Maintenance Shop	1

3486

2518 AIR FILTER (A296) at Fleet Maintenance Shop

1

Work Order Log

Log Date	Inventory Cost	Completion Notes
Dec 01, 2015 07:51:59 AM	15.94	Used 1.000 units of '2519 AIR FILTER' @ 15.94 each
Dec 01, 2015 07:51:59 AM	9.99	Used 1.000 units of '15W40, gal. ' @ 9.99 each
Dec 01, 2015 07:51:59 AM	10.00	Used 1.000 units of 'Misc. shop supplies' @ 10.00 USD each
Dec 01, 2015 07:51:59 AM	6.51	Used 1.000 units of '3195 FUEL FILTER' @ 6.51 each
Dec 01, 2015 07:51:59 AM	20.71	Used 1.000 units of '2518 AIR FILTER' @ 20.71 each
May 14, 2015 10:57:08 AM	20.71	Used 1.000 units of '2518 AIR FILTER' @ 20.71 each
May 14, 2015 10:57:08 AM	15.94	Used 1.000 units of '2519 AIR FILTER' @ 15.94 each
May 14, 2015 10:57:08 AM	11.99	Used 1.000 units of '15W40 (GALLON)' @ 11.99 each
May 14, 2015 10:57:08 AM	6.51	Used 1.000 units of '3195 FUEL FILTER' @ 6.51 each
May 14, 2015 10:57:08 AM	10.00	Used 1.000 units of 'Misc. shop supplies' @ 10.00 USD each
May 01, 2015 09:40:25 AM	10.00	Used 1.000 units of 'Misc. shop supplies' @ 10.00 USD each
May 01, 2015 09:40:25 AM	91.38	Used 1.000 units of '7524F Battery ' @ 91.38 USD each
Jan 27, 2015 01:26:39 PM	23.81	Used 1.000 units of 'Sign, Slow Moving Vehicle' @ 23.81 US...
Jun 25, 2014 01:20:34 PM	17.99	Used 1.000 units of 'Oil, 15W40 (GALLON)' @ 17.99 each
Jun 25, 2014 01:20:34 PM	10.06	Used 2.000 units of '1553 Hydraulic Filter' @ 5.03 USD each
Jun 25, 2014 01:20:34 PM	6.51	Used 1.000 units of '3195 FUEL FILTER' @ 6.51 each
Jun 25, 2014 01:20:34 PM	15.94	Used 1.000 units of '2519 AIR FILTER' @ 15.94 each
Jun 25, 2014 01:20:34 PM	20.71	Used 1.000 units of '2518 AIR FILTER' @ 20.71 each
Total		
324.70		

Asset Offline Tracker

Offline From	Offline By	Off Line To	Online By	Production Hours Affected
---------------------	-------------------	--------------------	------------------	----------------------------------



The Victor L. Phillips Co.

CONSTRUCTION EQUIPMENT

5430 Highway 43 South
Joplin, MO. 64804
Phone: 417-781-8222
Fax: 417-781-2768

City of Pittsburg
1506 N Walnut St
Pittsburg, Ks 66762
Att: Matt

2-22-16

We offer the following for your consideration:

1- New Model CC1200 Dynapac Vibratory Asphalt Roller with the following

- Kubota V1703-M Diesel Engine
- Hydrostatic Drive System
- Vibration Control
- 47 X 27 Drums
- High/Low Frequency Settings
- Fixed Seat
- Adjustable Scrapers
- Back-up Alarm
- Pressurized Water System
- Folding ROPS

And all standard equipment

Price FOB Pittsburg, Kansas \$35395.00

Delivery from Dealer Stock Subject Prior Sale

This Price Based on MoDot State Bid Price Per Contract# 3-150130TV

Bill Ewan

The Victor L. Phillips Co.
5430 Hwy 43 South
Joplin, Mo 64804

INTEROFFICE MEMORANDUM

To: DARON HALL, CITY MANAGER
From: JEFF WILBERT, DOWNTOWN DISTRICT COORDINATOR
CC: KIM VOGEL, DIRECTOR OF PARKS & RECREATION &
TAMMY NAGEL, CITY CLERK
Date: MARCH 1ST 2016
Subject: MARCH 8, 2016 AGENDA ITEM
Approval of Art Walks on April 22nd and August 26th.

Roger & Heather Horton on behalf of the Art Walk are requesting April 22nd & August 26th 2016 be approved as the dates for the Pittsburg Downtown Art Walk. The same arrangements approved last year are being requested for 2016. They are requesting Broadway to be closed from 4th street to 7th street. The time for both Art Walks will be from 5:00 p.m. to 9:00 p.m., requesting Broadway being closed from 4:00 p.m. until 10:00 p.m. or until the street can be safely opened.

On March 24th 2015, the City Commission approved staff's recommendation to recognize the Art Walk's as an event and approved the waving of the sound ordinance for the Art Walks. The commission also approved a Cereal Malt Beverage license. The commission approved allowing individuals less than 21 years of age to be allowed into the beer garden on Broadway between 5th & 6th streets. This area will be barricaded and controlled by Art Walk volunteers and the Pittsburg Police Dept. Alcohol will be placed in a solo cup, so no cans or bottles will be given to the patron. The alcohol will not be allowed to leave the one block area. I visited with the officers following last year's events and they reported there were no issues. There will be a minimum need for electricity and that will be worked out with the City.

In this regard would you please place an item on the agenda for the City Commission meeting on March 8th, 2016? Action being requested is to approve the Downtown Art Walks for April 22nd and August 26th and the details listed above.

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	2/19/2016			176751		
C-CHECK	VOID CHECK	V	2/26/2016			176773		
C-CHECK	VOID CHECK	V	2/26/2016			176774		

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	3	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
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 BMO HARRIS BANK

DATE RANGE: 2/17/2016 THRU 3/01/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2876	A-PLUS CLEANERS & LAUNDRY	R	2/19/2016			176731		599.00
2004	AIRE-MASTER OF AMERICA, INC.	R	2/19/2016			176732		16.40
6515	CULLUM & BROWN OF WICHITA INC	R	2/19/2016			176733		10,527.88
6545	CENTER POINT INC	R	2/19/2016			176734		41.94
3516	CITY OF PITTSBURG	R	2/19/2016			176735		100.00
4263	COX COMMUNICATIONS KANSAS LLC	R	2/19/2016			176736		70.26
0375	WICHITA WATER CONDITIONING, IN	R	2/19/2016			176737		10.00
0613	GOVERNMENT RESEARCH SERVICE	R	2/19/2016			176738		106.50
7463	DEREK HEIKES	R	2/19/2016			176739		5,500.00
0036	JOHN DEERE CREDIT	R	2/19/2016			176740		50,817.23
5770	JOPLIN FREIGHTLINER SALES INC	R	2/19/2016			176741		288.74
5673	KANSAS ASSOCIATION OF AIRPORTS	R	2/19/2016			176742		100.00
5159	MOTION INDUSTRIES INC	R	2/19/2016			176743		68.52
7392	MUNICIPALH20, LLC	R	2/19/2016			176744		350.00
5969	JOSEPH G POLLARD CO INC	R	2/19/2016			176745		285.66
3997	S&H FARM SUPPLY, INC.	R	2/19/2016			176746		203.25
0244	ROBERT D SIGMON	R	2/19/2016			176747		295.00
7053	U.S. PEROXIDE, LLC	R	2/19/2016			176748		950.00
4839	VAN BECELAERE MACHINE WORKS, I	R	2/19/2016			176749		1,260.00
5589	VERIZON WIRELESS SERVICES, LLC	R	2/19/2016			176750		730.96
2350	WASTE CORPORATION OF MISSOURI	R	2/19/2016			176752		298.20
1108	WESTAR ENERGY	R	2/19/2016			176753		3,695.47

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 2/17/2016 THRU 3/01/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5360	SAFEHOUSE CRISIS CENTER INC	R	2/22/2016			176754		200.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	2/26/2016			176761		353.50
1	ANDERSON, RUTH PAULINE	R	2/26/2016			176762		38.00
1	BROWN, JEFF	R	2/26/2016			176763		100.00
0146	CHAPMAN'S LOCKSMITHING	R	2/26/2016			176764		53.00
1616	CITY OF PITTSBURG	R	2/26/2016			176765		75.00
4263	COX COMMUNICATIONS KANSAS LLC	R	2/26/2016			176766		94.14
7299	INTOXIMETERS, INC	R	2/26/2016			176767		88.85
7414	KANSAS GAS SERVICE (ESG)	R	2/26/2016			176768		546.24
6750	HW LOCHNER, BWR DIVISION	R	2/26/2016			176769		37,339.00
0175	REGISTER OF DEEDS	R	2/26/2016			176770		104.00
5904	TASC	R	2/26/2016			176771		2,214.00
2350	WASTE CORPORATION OF MISSOURI	R	2/26/2016			176772		876.00
6907	WESTRUM LEAK DETECTION INC	R	2/26/2016			176775		1,250.00
7063	WICHITA CORING AND CUTTING	R	2/26/2016			176776		850.00
1545	JRB INDUSTRIES INC	R	3/01/2016			176784		723.12
0026	STANDARD INSURANCE COMPANY	D	3/01/2016			999999		1,312.13
0046	ETTINGERS OFFICE SUPPLY	E	2/22/2016			999999		364.06
0046	ETTINGERS OFFICE SUPPLY	E	2/29/2016			999999		7.98
0055	JOHN'S SPORT CENTER, INC.	E	2/22/2016			999999		317.97
0055	JOHN'S SPORT CENTER, INC.	E	2/29/2016			999999		745.99
0068	BROOKS PLUMBING LLC	E	2/22/2016			999999		235.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 2/17/2016 THRU 3/01/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0073	K P & P INC	E	2/29/2016			999999		137.50
0105	PITTSBURG AUTOMOTIVE INC	E	2/22/2016			999999		993.34
0105	PITTSBURG AUTOMOTIVE INC	E	2/29/2016			999999		224.35
0109	RANDY VILELA TRUCKING & HAULIN	E	2/22/2016			999999		14,375.46
0112	MARRONES INC	E	2/22/2016			999999		402.85
0112	MARRONES INC	E	2/29/2016			999999		41.80
0117	THE MORNING SUN	E	2/22/2016			999999		70.04
0117	THE MORNING SUN	E	2/29/2016			999999		113.88
0128	VIA CHRISTI HOSPITAL	E	2/29/2016			999999		1,490.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	2/29/2016			999999		350.00
0199	KIRKLAND WELDING SUPPLIES	E	2/22/2016			999999		10.00
0201	SPICER-ADAMS WELDING, INC.	E	2/29/2016			999999		38.40
0207	PEPSI-COLA BOTTLING CO OF PITT	E	2/29/2016			999999		104.50
0226	KDOR LIQUOR TAX	D	2/19/2016			999999		1,000.00
0292	UNIFIRST CORPORATION	E	2/22/2016			999999		70.35
0292	UNIFIRST CORPORATION	E	2/29/2016			999999		60.65
0306	CASTAGNO OIL CO INC	E	2/22/2016			999999		595.45
0317	KUNSHEK CHAT & COAL CO, INC.	E	2/29/2016			999999		7,975.75
0321	KP&F	D	2/26/2016			999999		43,522.73
0329	O'MALLEY IMPLEMENT CO INC	E	2/22/2016			999999		38.72
0329	O'MALLEY IMPLEMENT CO INC	E	2/29/2016			999999		202.76
0332	PITTCRAFT PRINTING	E	2/29/2016			999999		1,214.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0337	CROSS-MIDWEST TIRE	E	2/22/2016			999999		327.14
0337	CROSS-MIDWEST TIRE	E	2/29/2016			999999		1,489.93
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	2/22/2016			999999		4,424.00
0409	WISEMAN'S DISCOUNT TIRE INC	E	2/22/2016			999999		29.95
0420	CONTINENTAL RESEARCH CORP	E	2/22/2016			999999		217.56
0420	CONTINENTAL RESEARCH CORP	E	2/29/2016			999999		188.56
0455	LARRY BARRETT BODY * FRAME * T	E	2/29/2016			999999		2,264.70
0577	KANSAS GAS SERVICE	E	2/22/2016			999999		50.46
0597	MIDWEST MINERALS INC	E	2/22/2016			999999		2,291.28
0627	BOETTCHER SUPPLY INC	E	2/22/2016			999999		82.74
0628	KC BOBCAT	E	2/29/2016			999999		726.50
0710	HOLLAND ALIGNMENT	E	2/22/2016			999999		186.35
0728	ICMA	D	2/26/2016			999999		10,896.23
0746	CDL ELECTRIC COMPANY INC	E	2/22/2016			999999		2,431.97
0751	ULTRA-CHEM INC	E	2/29/2016			999999		198.59
0788	SCHREIBER LLC	E	2/22/2016			999999		232.00
0803	OLD DOMINION BRUSH CO	E	2/22/2016			999999		684.37
0823	TOUCHTON ELECTRIC INC	E	2/29/2016			999999		60.00
0844	HY-FLO EQUIPMENT CO	E	2/29/2016			999999		207.59
1050	KPERS	D	2/26/2016			999999		37,696.77
1097	BARCO MUNICIPAL PRODUCTS INC	E	2/22/2016			999999		469.39
1478	KANSASLAND TIRE OF PITTSBURG	E	2/22/2016			999999		104.25

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1478	KANSASLAND TIRE OF PITTSBURG	E	2/29/2016			999999		15.50
1490	ESTHERMAE TALENT	E	2/29/2016			999999		50.00
1693	EBSCO INDUSTRIES, INC.	E	2/22/2016			999999		3,406.15
1733	BOYD METALS OF JOPLIN INC	E	2/29/2016			999999		124.40
1874	HIGHLAND MEADOWS OF KS	E	2/29/2016			999999		216.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	2/22/2016			999999		257.39
2035	O'BRIEN ROCK CO., INC.	E	2/29/2016			999999		2,450.78
2226	KEY EQUIPMENT & SUPPLY CO INC	E	2/29/2016			999999		155.13
2433	THE MORNING SUN	E	2/29/2016			999999		1,065.00
2825	KANSAS DEPT OF ADMINISTRATION	E	2/29/2016			999999		636.56
2960	PACE ANALYTICAL SERVICES INC	E	2/22/2016			999999		270.00
3079	COMMERCE BANK	D	2/25/2016			999999		57,487.21
3248	AIRGAS USA LLC	E	2/22/2016			999999		1,857.60
3571	LARRY'S DIESEL REPAIR LLC	E	2/29/2016			999999		285.00
3746	JAROLD BONBRAKE	E	2/29/2016			999999		550.00
4262	KDHE	E	2/29/2016			999999		183,531.56
4307	HENRY KRAFT, INC.	E	2/22/2016			999999		93.58
4307	HENRY KRAFT, INC.	E	2/29/2016			999999		91.18
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	2/22/2016			999999		121.76
4711	PENGUIN RANDOM HOUSE, LLC	E	2/22/2016			999999		127.50
4766	ACCURATE ENVIRONMENTAL	E	2/29/2016			999999		31.59
5275	US LIME COMPANY-ST CLAIR	E	2/29/2016			999999		4,374.12

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5340	COMMERCE BANK TRUST	E	2/26/2016			999999		35,761.89
5420	AQUIONICS INC	E	2/22/2016			999999		652.03
5514	JOE NOGA	E	2/22/2016			999999		21.27
5534	SYCAMORE VILLAGE APARTMENTS	E	2/29/2016			999999		111.00
5552	NATIONAL SIGN CO INC	E	2/22/2016			999999		91.20
5566	VINYLPLEX INC	E	2/29/2016			999999		4,143.44
5590	HD SUPPLY WATERWORKS, LTD.	E	2/22/2016			999999		2,907.22
5609	RON WHITE	E	2/29/2016			999999		113.40
5623	CRAWFORD COUNTY CLERK	E	2/22/2016			999999		36.80
5711	SHAWNEE MISSION FORD	E	2/22/2016			999999		19,975.00
5855	SHRED-IT US JV LLC	E	2/29/2016			999999		327.33
5904	TASC	D	2/26/2016			999999		7,476.36
5957	PASTEUR PROPERTIES LLC	E	2/29/2016			999999		850.00
6073	REBECCA FOSTER	E	2/29/2016			999999		493.00
6090	RANDAL BENNEFELD	E	2/29/2016			999999		425.00
6117	ALEXANDER OPEN SYSTEMS, INC	E	2/29/2016			999999		40,038.13
6175	HENRY C MENGHINI	E	2/29/2016			999999		450.00
6203	SOUTHWEST PAPER CO INC	E	2/22/2016			999999		515.46
6214	PITT PLASTICS INC	E	2/29/2016			999999		219.66
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	2/29/2016			999999		130.00
6402	BEAN'S TOWING & AUTO BODY	E	2/22/2016			999999		1,192.00
6415	GREAT WEST TANDEM KPERS 457	D	2/26/2016			999999		4,081.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6777	DH PACE CO	E	2/29/2016			999999		227.00
6822	ELIZABETH BRADSHAW	E	2/29/2016			999999		466.50
6952	ADP INC	D	2/19/2016			999999		2,887.39
6995	SUMMER WARREN	E	2/29/2016			999999		277.50
7028	MATTHEW L. FRYE	E	2/22/2016			999999		400.00
7038	SIGNET COFFEE ROASTERS	E	2/29/2016			999999		55.50
7083	PITTSBURG HEIGHTS, LP	E	2/29/2016			999999		485.00
7100	FIRST UNITED METHODIST CHURCH	E	2/29/2016			999999		670.00
7128	SWABY MFG	E	2/22/2016			999999		2,963.00
7138	OME CORP, LLC	E	2/22/2016			999999		496.20
7240	JAY HATFIELD CERTIFIED USED CA	E	2/22/2016			999999		510.34
7283	CORESOURCE, INC	D	2/18/2016			999999		8,567.96
7283	CORESOURCE, INC	D	2/25/2016			999999		30,812.96
7285	ALLSTATE BENEFITS	D	2/26/2016			999999		706.88
7290	DELTA DENTAL OF KANSAS INC	D	2/19/2016			999999		2,407.10
7290	DELTA DENTAL OF KANSAS INC	D	2/26/2016			999999		3,575.10
7401	JAMI L CROWDER	E	2/29/2016			999999		1,533.14
7415	CENTERPOINT ENERGY SERVICES, I	E	2/22/2016			999999		4,121.43
7423	SARAH CHENOWETH	E	2/29/2016			999999		231.00
7448	CARUS CORPORATION	E	2/29/2016			999999		2,708.64
7466	KATHY L ROSS	E	2/29/2016			999999		900.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
	REGULAR CHECKS:	38		121,219.86		0.00		121,219.86
	HAND CHECKS:	0		0.00		0.00		0.00
	DRAFTS:	14		212,429.82		0.00		212,429.82
	EFT:	101		371,063.22		5.21CR		371,058.01
	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								
* * T O T A L S * *								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
	VENDOR SET: 99 BANK: 80144TOTALS:	153		704,712.90		5.21CR		704,707.69
	BANK: 80144 TOTALS:	153		704,712.90		5.21CR		704,707.69

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7396	MICHAEL L CHANDLER	R	3/01/2016			176777		750.00
6585	CLASS HOMES 1 LLC	R	3/01/2016			176778		151.00
1601	GRAIG MOORE	R	3/01/2016			176779		1,103.00
1800	DAN RODABAUGH	R	3/01/2016			176780		550.00
6451	NAZAR SAMAN	R	3/01/2016			176781		769.00
0472	LARRY SPRESSER, LLC	R	3/01/2016			176782		176.00
4636	WESTAR ENERGY, INC. (HAP)	R	3/01/2016			176783		1,163.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	7	4,662.00	0.00	4,662.00
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:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: HAP TOTALS:	7	4,662.00	0.00	4,662.00
BANK: HAP TOTALS:	7	4,662.00	0.00	4,662.00
REPORT TOTALS:	163	709,374.90	5.21CR	709,369.69

Passed and approved this 8th day of March, 2016.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

INTEROFFICE MEMORANDUM

To: DARON HALL, CITY MANAGER
From: JEFF WILBERT, DOWNTOWN DISTRICT COORDINATOR
CC: KIM VOGEL, DIRECTOR OF PARKS & RECREATION & TAMMY NAGEL, CITY CLERK
Date: MARCH 2ND 2016
Subject: Approval of changes to Little Balkans Festival, September 2nd & 3rd 2016.

The Little Balkans Festival committee, under the direction of Angela Meyers, began meeting last year in an effort to bring an exciting family festival to Downtown Pittsburg. We have discussed how we can improve the safety of all participants and are requesting approval of a new location. The festival will remain on Broadway. The proposed new location will be from 4th street north to 11th Street. This move will allow 4th Street south to be open and there will be no need for anyone to cross 4th Street. This move will also allow for additional merchants to be involved in the Downtown Sidewalk Sale.

In this regard would you please place an item on the agenda for the City Commission meeting on March 8th, 2016? Action being requested is to approve the changes to the Little Balkans Festival.

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

January 15th, 2016

To: Special Events Committee,

The Little Balkans committee has begun its preparation for the 2016 Little Balkans Days Festival. Last year's two day Downtown event was a change from previous years and although it was not as successful as hoped, it was worth taking the chance. Last year saw the largest number of vendors, food and crafts and was overall a very successful event. The additional of the fried chicken contest was well received and will continue to grow.

After last year, reviewing the positives and negatives, they are asking the City's permission to make some changes to the time and location of the 2016 festival. The committee is requesting Broadway be closed at noon on Friday and remain closed until Saturday evening at midnight. They are requesting Broadway be closed from 4th Street north to 11th street.

There are several reasons for these requested changes:

They realized after last year that it is difficult to bring people out on Sunday. Vendors were the reason for the two day festival because they do not like to set up for a one day event. The board hopes to solve that issue by allowing vendors to begin setting up on Friday afternoon at 1:00 p.m. and be ready to start selling Friday evening and all day Saturday. Angela Meyer, Balkans President, has been in discussion with the Chamber concerning Paint the Town Red and events that could be held on Friday evening. Pitt State's first home game is on Thursday evening the 1st of Sept.

The location change should make things flow much better. There has always been a concern about the crossing of 4th street to get to the Pritchett Pavilion, car show and chili cook-off. This year if approved, there will not be anything south of 4th street. Their request is to have Broadway closed from 4th street to 11th street. The car show and the chili cook-off will be moved to a different location.

I will discuss any approved changes with the Downtown Advisory Board and make contact with the Downtown merchants.

Little Balkans next meeting is February 17th and if possible they would like to have these changes approved by the City of Pittsburgh to continue planning the festival.

Thanks,

Jeff Wilbert

Downtown District Coordinator

City of Pittsburg, Kansas
2016 Budget Review
As of February 29, 2016
(15.57% of Fiscal Year has passed)

Budgeted Funds	Un-Encumbered Cash Balance 1/1/2016	Revenues (1)			Expenditures			Loan Activity	Y-T-D Net	Un-Encumbered Cash Balance 2/29/2016
		Adopted Budget 2016	Y-T-D Revenues 2/29/2016	Percent Received	Adopted Budget 2016	Y-T-D Expenses 2/29/2016	Percent Used			
General Fund	\$ 2,921,567	\$ 25,403,674	\$ 5,874,479	23.12%	\$ 25,108,181	\$ 4,351,071	17.33%	\$ -	\$ 1,523,408	\$ 4,444,975
Public Library	103,501	812,319	413,164	50.86%	799,404	113,846	14.24%	-	299,318	402,819
Public Library Annuity	232,538	88	11	11.97%	112,612	59,000	52.39%	-	(58,989)	173,549
Special Alcohol & Drug	71,765	85,000	-	0.00%	83,000	3,494	4.21%	-	(3,494)	68,271
Special Parks & Recreation	-	85,000	-	0.00%	85,000	-	0.00%	-	-	-
Street & Highway	97,849	1,085,526	223,214	20.56%	1,080,231	173,567	16.07%	-	49,647	147,496
Street & Highway Sales Tax	222,327	1,013,596	293,076	28.91%	1,010,340	3,010	0.30%	-	290,066	512,393
Section 8 Housing	827	1,337,123	284,462	21.27%	1,350,274	276,476	20.48%	-	7,986	8,813
Revolving Loan Fund	3,094,750	1,286,090	183,800	14.29%	2,617,789	242,118	9.25%	114,115	55,797	3,150,547
Debt Service	807,700	5,303,748	983,700	18.55%	5,311,883	511,992	9.64%	-	471,708	1,279,408
Public Utilities	1,442,466	7,931,721	1,253,297	15.80%	7,615,907	1,520,054	19.96%	-	(266,757)	1,175,709
Capital Reserves (1)	375,000	-	-	-	-	-	-	-	-	375,000
Stormwater	156,954	806,058	130,365	16.17%	805,065	84,863	10.54%	-	45,502	202,456
Totals	\$ 9,527,244	\$ 45,149,943	\$ 9,639,568	21.35%	\$ 45,979,686	\$ 7,339,491	15.96%	\$ 114,115	\$ 2,414,192	\$ 11,941,436

(1) Public Utility Capital Reserves: \$225,000 for Wastewater Treatment Plant Clarifier and \$150,000 set aside for water tower maintenance.

Notable Items:

*Sales Tax revenue is down 4% compared to same period in 2016.